

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, December 8, 2025 - 5:30 PM
Council Chambers

This meeting may also be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the public comment & decorum section at the end of this agenda for information on options for making public comments.

CALL TO ORDER/ROLL CALL

1. Oath of Office for Councilmember Julie Martin

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

PRESENTATIONS

1. Harbor Rising Graduation
2. Recognition of Carrienne Ekberg

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. City Council Minutes: November 24, 2025
2. Approval of Vouchers: AP checks #201257 - #201328, PR checks #109066 - #109080, and ACH payments in the amount of \$948,033.95.
3. Approval of Payroll: Check Numbers 10003 and 10004 and direct deposit transactions in the amount of \$686,148.91.
4. Second Reading and Adoption of Ordinance 1558 Comcast Franchise Agreement

5. **Professional Services Contract Amendment #2 for Peacock Hill
½ Width Improvements**
6. **Gig Harbor North Trail and Utility Easement Modification
Agreement**
7. **Shore Acres Water Company Purchase and Sale Agreement**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Department Updates**

BUSINESS ITEMS

1. **Lagunas on the Bay Utility Extension Agreement**
*Suggested Motion: Move to deny the application for a Sewer Utility
Extension Agreement with Minterbrook by the Sea, LLC.*
 - a. Staff Report: Public Works Director Jeff Langhelm, PE
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action
2. **Resolution 1348 Adopting 2026 Legislative Agenda**
Suggested Motion: Move to approve Resolution 1348.
 - a. Staff Report: City Administrator Katrina Knutson
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. **Upcoming City Meetings**

ADJOURN

PUBLIC COMMENT & DECORUM

PUBLIC COMMENT & DECORUM

The city council wants to hear from the public as much as possible. However, the business of the city must proceed in an orderly, timely manner. The primary purpose of

council meetings is to conduct the city's business so we have created a variety of ways the community can make their voices heard. Monday city council meetings are just one opportunity. These guidelines are designed to make sure every person who wants to be heard has both the opportunity to be heard and feels welcome to do so.

We receive comments three ways:

1. During council meetings
2. During council study sessions.
3. Email mayorandcouncil@gigharborwa.gov at any time about any issue. This email goes to the elected officials and leadership at the city.

Public Comment at City Council Meetings

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

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

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

Additional guidelines

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

Email

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the city clerk at cityclerk@gjgharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, November 24, 2025 - 5:30 PM
Council Chambers

CALL TO ORDER/ROLL CALL Mayor Barber called the meeting to order at 5:30 p.m. Councilmembers Ekberg, Henderson, Stone, Rodenberg, Storset, and Woock were present. Councilmember Coronado was excused.

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

MOTION: Move to approve the consent agenda (Henderson/Rodenberg).

VOTE: Unanimously approved.

1. **City Council Minutes: October 30 and November 10, 2025**
2. **Approval of Vouchers: AP check numbers 201175 through 201256, PR check numbers 109062 through 109065, and ACH Payments in the amount of \$726,631.49.**
3. **Resolution 1347 Adopting the 2025 Active Transportation Plan**
4. **Court Security Contract Renewal**

MAYOR'S REPORT Mayor Barber reported on:

- Holiday season stress
- Gig Harbor Gives food drive
- Ribbon cutting for Key Peninsula shuttle
- Tree lighting on December 6
- Santa's Village at Ancich Park
- Lighted Boat Parade on December 13
- Reception for departing councilmembers on December 8

CITY ADMINISTRATOR'S REPORT City Administrator Knutson reported on:

- Interlocal agreement for urban growth area
- Tree planting plan for Burnham Drive and Harbor Hill Drive
- Police department hiring

- Carrienne Ekberg leaving Waterfront Alliance

BUSINESS ITEMS

1. **Resolution 1346 Summer Lane Wastewater Comprehensive Plan Technical Amendment**

MOTION: Move to approve Resolution 1346 (Ekberg/Woock).

VOTE: Unanimously approved.

2. **Public Hearing: Second Reading and Adoption of Ordinance 1556 Relating to Mid-biennial Budget Review and Approving the 2025-26 Budget Modification**

MOTION: Move to approve Ordinance 1556 (Woock/Ekberg).

VOTE: Unanimously approved.

3. **First Reading of Ordinance 1558 Granting Comcast Franchise Agreement**

4. **First Reading and Adoption of Ordinance 1557 Relating to the Municipal Court Judge Salary and Pro Tempore Judge Salary**

MOTION: Move to approve Ordinance 1557 (Henderson/Woock).

VOTE: Unanimously approved.

PUBLIC COMMENT ON NON-AGENDA ITEMS Joe Loya thanked the city for support of Veteran's Day event.

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. **Upcoming City Meetings**

ADJOURN The meeting adjourned at 6:06 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: December 8, 2025

SUBJECT: Second Reading and Adoption of Ordinance 1558 Comcast Franchise Agreement

SUBMITTED BY: Public Works Director Jeff Langhelm, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: Move to approve Ordinance 1558.

BACKGROUND INFORMATION: The City of Gig Harbor is authorized through state and federal statutes to grant and renew cable television franchises for the installation, operation, and maintenance of cable television systems. The city's authority to grant franchises for the use of its streets and other public properties is contained within RCW 35A.47.040 and Chapter 12.18 GHMC. These franchises, including franchises for cable television services, allow the city to regulate services within the city boundaries through its authority over its public rights-of-way and by other city powers and authorities.

Comcast, received a franchise agreement from the city of Gig Harbor in 2012, which has since expired. This proposed requested franchise agreement with Comcast Cable Communications Management, LLC, is a nonexclusive franchise agreement in accordance with 47 U.S.C. § 541(a)(2) to construct, operate, maintain, reconstruct, and rebuild a cable system and to provide cable service in the city of Gig Harbor. The proposed duration of this agreement is 10 years.

City staff has worked with the city attorney's office and the Risk Management Services Agency to prepare the attached ordinance and franchise agreement for consideration by the city council.

The first reading of this proposed ordinance was presented at the November 24 city council meeting where no revisions were requested.

FISCAL CONSIDERATION: Comcast has reimbursed the City for Attorney's fees for the preparation of the franchise agreement for council consideration. Additionally, Comcast will pay all fees for any necessary encroachment permits.

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

ATTACHMENTS:

1. Ordinance 1558
 2. Ordinance 1558 Exhibit A
-

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

ORDINANCE 1558

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, AND REBUILD A CABLE SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF GIG HARBOR, WASHINGTON

WHEREAS, Comcast Cable Communications Management, LLC, has requested that the City Council grant it a nonexclusive franchise, and

WHEREAS, the city council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, in accordance with 47 U.S.C. § 541(a)(2) to construct, operate, maintain, reconstruct, and rebuild a cable system and to provide cable service in the City of Gig Harbor; and

WHEREAS, proposed duration of this agreement is 10 years;

NOW THEREFORE, The City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Franchise Granted. Pursuant to RCW 35A.47.040, the City of Gig Harbor, a Washington municipal corporation hereby grants to Comcast Cable Communications Management, LLC, its affiliates, heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise agreement provided in Exhibit A.

Section 2. Effective Date. This ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof,
held this 8th day of December, 2025.

Mary Barber
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND
THE CITY OF GIG HARBOR, WASHINGTON**

**CABLE FRANCHISE AGREEMENT
TABLE OF CONTENTS**

SECTION 1. DEFINITIONS.....	1
SECTION 2. GRANT OF FRANCHISE	8
2.1 Grant	8
2.2 Use of Rights-of-Way	9
2.3 Effective Date and Term of Franchise	10
2.4 Franchise Nonexclusive	10
2.5 Police Powers.....	10
2.6 Competitive Equity	10
2.7 Familiarity with Franchise	12
2.8 Effect of Acceptance.....	12
SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS	12
3.1 Franchise Fee	12
3.2 Payments	13
3.3 Acceptance of Payment and Recomputation	13
3.4 Quarterly Franchise Fee Reports	13
3.5 Annual Franchise Fee Reports	13
3.6 Audits.....	13
3.7 Late Payments.....	14
3.8 Underpayments	14
3.9 Alternative Compensation	14
3.10 Maximum Legal Compensation.....	14
3.11 Additional Commitments Not Franchise Fee Payments.....	15
3.12 Tax Liability.....	17
3.13 Financial Records.....	17
3.14 Payment on Termination.....	17
SECTION 4. ADMINISTRATION AND REGULATION	18
4.1 Authority	18
4.2 Rates and Charges.....	18
4.3 Rate Discrimination	18
4.4 Filing of Rates and Charges.....	19
4.5 Cross Subsidization.....	19
4.6 Reserved Authority	19
4.7 Time Limits Strictly Construed	19
4.8 Franchise Amendment Procedure	19
4.9 Late Fees	20

4.10	Force Majeure	20
SECTION 5.	FINANCIAL AND INSURANCE REQUIREMENTS.....	21
5.1	Indemnification	21
5.2	Insurance	23
5.3	Letter of Credit.....	25
5.4	Bonds	26
SECTION 6.	CUSTOMER SERVICE	26
6.1	Customer Service Standards	26
6.2	Subscriber Privacy	26
6.3	Subscriber Contracts	26
6.4	Identification of Local Franchise Authority on Subscriber Bills.....	26
SECTION 7.	REPORTS AND RECORDS	27
7.1	Open Records.....	27
7.2	Confidentiality	27
7.3	Records Required.....	28
7.4	Annual Reports	28
7.5	Copies of Federal and State Reports	29
7.6	Complaint File and Reports	29
SECTION 8.	PROGRAMMING	29
8.1	Broad Programming Categories.....	29
8.2	Deletion or Reduction of Broad Programming Categories.....	30
8.3	Obscenity	30
8.4	Parental Control Device.....	31
8.5	Continuity of Service Mandatory.....	31
8.6	Services for the Disabled	31
SECTION 9.	ACCESS	31
9.1	Designated Access Providers.....	31
9.2	Channel Capacity and Use.....	31
9.3	Access Channel Assignments	35
9.4	Relocation of Access Channels.....	35
9.5	Support for Access Costs	35
9.6	Access Support Not Franchise Fees.....	36
9.7	Access Channel on Basic Service or Lowest Priced Tier	36
9.8	Change in Technology	36
9.9	Technical Quality.....	36
9.10	Access Cooperation	37
9.11	Return Line/Access Origination	37
9.12	Promotion of EG Access Schedule	37

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION	37
10.1 Right to Construct	37
10.2 Joint Trenching/Boring Meetings	38
10.3 General Standard.....	38
10.4 Permits Required for Construction	38
10.5 Emergency Permits	38
10.6 Compliance with Applicable Codes.....	38
10.7 GIS Mapping	39
10.8 Minimal Interference	39
10.9 Prevent Injury/Safety	39
10.10 Hazardous Substances.....	39
10.11 Locates	40
10.12 Notice to Private Property Owners	41
10.13 Underground Construction and Use of Poles.....	41
10.14 Cable Drop Bonding	42
10.15 Prewiring.....	42
10.16 Repair and Restoration of Property.....	42
10.17 Acquisition of Facilities.....	42
10.18 Discontinuing Use/Abandonment of Cable System Facilities.....	43
10.19 Movement of Cable System Facilities for Grantor Purposes.....	43
10.20 Movement of Cable System Facilities for Other Entities	44
10.21 Temporary Changes for Other Permittees	44
10.22 Reservation of Grantor Use of Right-of-Way.....	45
10.23 Tree Trimming.....	45
10.24 Inspection of Construction and Facilities	45
10.25 Stop Work	46
10.26 Removal of Facilities from Poles.....	46
10.27 Work of Contractors and Subcontractors.....	46
SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS, AND TESTING.....	47
11.1 Subscriber Network	47
11.2 Standby Power	47
11.3 Emergency Alert Capability	47
11.4 Technical Performance	47
11.5 Cable System Performance Testing.....	48
11.6 Additional Tests	48
SECTION 12. SERVICE AVAILABILITY	49
SECTION 13. FRANCHISE VIOLATIONS	49
13.1 Procedure for Remediating Franchise Violations	49
13.2 Revocation	51
13.3 Procedures in the Event of Termination or Revocation.....	52
13.4 Purchase of Cable System.....	53

13.5	Receivership and Foreclosure	53
13.6	No Monetary Recourse Against the Grantor	54
13.7	Alternative Remedies.....	54
13.8	Assessment of Monetary Damages.....	55
13.9	Effect of Abandonment.....	55
13.10	What Constitutes Abandonment	55
SECTION 14. FRANCHISE RENEWAL AND TRANSFER.....		56
14.1	Renewal.....	56
14.2	Transfer of Ownership or Control.....	56
SECTION 15. SEVERABILITY		58
SECTION 16. MISCELLANEOUS PROVISIONS.....		58
16.1	Preferential or Discriminatory Practices Prohibited	58
16.2	Notices	58
16.3	Descriptive Headings.....	59
16.4	Publication Costs to be Borne by Grantee	59
16.5	Binding Effect.....	59
16.6	No Joint Venture	60
16.7	Waiver.....	60
16.8	Reasonableness of Consent or Approval	60
16.9	Entire Agreement.....	60
16.10	Jurisdiction.....	60
16.11	No Third-Party Beneficiaries.....	60
16.12	Acceptance.....	61
16.13	Termination of Prior Franchise.....	61

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely discretionary. A list that follows the use of the word "including" is intended to illustrate examples, not be an exhaustive list, unless the context clearly indicates otherwise. The Grantor and Grantee may be collectively referred to as the "Parties."

1.1 "Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups, and individuals in the community, including the Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges, and universities.

b. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate" when used in connection with Grantee, means any Person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes the retransmission of local television Broadcast Channels, all EG SD Access Channels required in this Franchise, and any additional programming designated by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local non-commercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes, or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City” is the City of Gig Harbor, Washington, a body politic and corporate under the laws of the State of Washington.

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is

the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units, unless the additional facilities are clearly accessory.

1.21 “FCC” means the Federal Communications Commission.

1.22 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.23 “Finance Director” means the director of the Grantor’s Finance Department or designee.

1.24 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.

1.25 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.26 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.27 “GHMC” means the Gig Harbor Municipal Code

1.28 “Grantee” means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.29 “Grantor” means the City of Gig Harbor, Washington.

1.30 “Grantor Council” means the Gig Harbor City Council, or its successor, the governing body of the City of Gig Harbor Washington.

1.31 “Gross Revenues” means, and shall be construed broadly, to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium

Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Franchise Area and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in relation to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast EffectTV or their successors associated with sales of advertising on the Cable System within the Franchise Area allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion that is subsequently collected, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- any taxes and/or fees on services furnished by Grantee imposed by an

municipality, State, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Public, Educational and Governmental (hereinafter “EG”) Fees;
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services that includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State, or local law. The allocations shall be done for each bundled package separately, and updated and revised within sixty (60) days, each time an element within the package has its rate card changed, including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this subsection 1.31 in order to meet the standards required by governing accounting principles, as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”), and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee shall notify Grantor of any changes in allocation methodologies in its next quarterly franchise fee reports delivered to Grantor.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles (“GAAP”), as promulgated and defined by the FASB, EITF, and/or the SEC. Notwithstanding the foregoing, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF, and/or the SEC.

1.32 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks that are part of the Cable System, and all other related equipment and facilities.

1.33 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.34 “Mayor” means the chief administrative officer of the City of Gig Harbor or designee.

1.35 “Municipal Code” means the Gig Harbor Municipal Code adopted for application and enforcement within the City of Gig Harbor Washington.

1.36 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.37 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program, or per-event basis.

1.38 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding Persons residing in such Multiple Dwelling Units to the extent Cable Services are billed on a bulk-billing basis.

1.39 “Right(s)-of-Way” means land acquired or dedicated for public roads and streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, but does not include:

(a) State highways where the Grantor does not have authority to grant permits related to Cable Systems;

(b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;

(c) Structures, including poles and conduits, located within the right-of-way;

(d) Federally granted trust lands or forest board trust lands;

(e) Lands owned or managed by the state parks and recreation commission; or

(f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

“Right(s)-of-Way” also includes easements dedicated for compatible use and consistent with Section 621 of the Cable Act.

1.40 “State” means the State of Washington.

1.41 “Subscriber” means any Person who or which has entered into an agreement to receive Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who has not been disconnected for failure to adhere to Grantee's regular and non-discriminatory terms and conditions for receipt of service.

1.42 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.43 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.44 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.45 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way consistent with the requirements of 47 U.S.C. § 541(a)(2), within the Franchise Area to construct, operate, maintain, reconstruct, and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision, or condition herein is subject to the provisions of State law, federal law, and the generally applicable ordinances and regulations enacted by the Grantor Council pursuant thereto, portions of which may be codified in the Municipal Code. To the extent there is any conflict between this Franchise and any provision of the Grantor’s Code as it exists on the Effective Date of this Franchise, the terms of this Franchise shall control. Subject to the Grantor’s right to exercise its police power under subsection 2.5, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) If allowed under Applicable Law, this Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions, for use of the Rights-of-Way should Grantee provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Grantee from making any other lawful uses of the Cable System as permitted by Applicable Law related to Grantee’s non-Cable Service operations.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting

and carrying on a business within the Franchise Area that may be required by the ordinances and laws of the Grantor;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits and Right-of-Way use permits; or

(3) Any generally applicable permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits, and agreements for placing devices on poles, in conduits, or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area. Provided, however, any utility poles, light standards or other infrastructure located in the City of Gig Harbor which are owned by the Grantor and Grantees specific use of those poles shall be subject a separate attachment agreement.

(B) Grantee must follow Grantor's established non-discriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the Grantor or others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety, and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or that is installed without prior Grantor approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges, and authority granted hereunder shall take effect

on December 13, 2025 (the “Effective Date”), and shall terminate on December 13, 2035, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest, or license for any purpose whatsoever, including the right of the Grantor to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee’s rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as it may deem necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services within the Franchise Area. If the Grantor grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Grantee’s material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, following Grantee’s request as described in subsection 2.6(B), so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. “Material terms and conditions” include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) The modification process of this Franchise as provided for in subsection 2.6(A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified

franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the authorization granted in subsection 2.6(A) that are materially different from Grantee's obligations under this Franchise; (2) identifying the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; (3) identifying the Franchise terms and conditions for which Grantee is seeking amendments; and (4) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this subsection 2.6, should any entity, whose authorization to provide Cable Services or similar video programming service resulted in a triggering of the amendments under this Section, fail or cease to provide such services within the Franchise Area, the Grantor may provide ninety (90) days' written notice to Grantee of such fact, and the Grantor and Grantee shall enter into good faith negotiations to determine the original terms, conditions, and obligations of this Franchise shall be reinstated and fully effective.

(C) Upon receipt of Grantee's written notice as provided in subsection 2.6(B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) Notwithstanding anything contained in subsection 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise or similar agreement with the Grantor.

(E) In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the Franchise Area without a Cable Service franchise or other similar lawful authorization granted by the Grantor, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide the text of all proposed Franchise amendments to the Grantor, and (4) identify all material terms or conditions in the applicable state or federal authorization that are substantially more favorable or less burdensome to the competitive entity. The Grantor shall not unreasonably withhold consent to Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges, and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the

meaning of the provisions, terms, and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due or such shorter period if required by Applicable Law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Annual Franchise Fee Reports

Within ninety (90) days of the Grantor's written request after the end of each year, Grantee shall, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions, and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including Grantor's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise for a period of time in accordance with state law (the "audit period"). Pursuant to subsection 1.31, as part of the Franchise Fee audit/review, the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for the Grantor's subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this subsection 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers), and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the actual and verifiable cost of the audit/review, such cost not to exceed seven thousand five hundred dollars (\$7,500.00) for each year of the audit period. The Grantor's right to audit/review and Grantee's obligation to retain records necessary to complete any audit under this subsection shall expire consistent with the applicable statute of limitations period under State law; provided, however, that this would not apply to a time period covered under a pending audit.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the then current maximum rate set forth in RCW 19.52.020, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the then current maximum rate set forth in RCW 19.52.020, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee

payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor, by resolution of Grantor Council, to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days' prior written notice from the Grantor of such amendment, so long as all cable operators in the Franchise Area are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

The EG Capital Contribution if required, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The Grantor likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders resulting from the FCC, Grantee shall provide the Grantor advance written notice and up to one hundred-twenty (120) days to make an election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. Grantor's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the Grantor.

3.12 Tax Liability

Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes, or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, signed by a representative of Grantee under penalty of perjury under the laws of the State of Washington, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee, or any other manner authorized by Applicable Law.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, marital, military or economic status, physical or mental disability, or, where consistent with any requirement of federal or State law, geographic location within the Franchise Area. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid

promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and non-discriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of Applicable Law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Grantor to invoke any relevant remedy in accordance with subsection 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, or such other time as the Parties may agree, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the Parties

reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Grantor Council for its approval. If so approved by the Grantor Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit, or otherwise affect the ability of the Grantee to impose other assessments, charges, fees, or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule, or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be non-discriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscriber.

4.10 Force Majeure

In the event either party is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of such party, the delayed party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation. Those conditions that are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, pandemics and epidemics, and severe or unusual weather conditions, all of which have a direct and substantial impact on the party's ability to perform its commitments under this Franchise and were not caused and could not have been avoided by the party, who used its best efforts in its operations to avoid such results.

If a party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party claiming a force majeure condition has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend, and hold the Grantor, its officers, officials, boards, commissions, agents, and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct. The provisions of this section shall survive the expiration or termination of this Franchise.

(B) RCW 4.24.115. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Franchise.

(C) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs, or reasonable expenses assessed against, or payable by, the Grantor resulting from, Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by this Franchise.

(D) Additional Circumstances. Grantee shall also indemnify, defend, and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way resulting from:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(E) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses, or other costs the Grantor may incur if it chooses to

participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(G) is required. In that event, the provisions of Paragraph 5.1(G) shall govern Grantee's responsibility for Grantor's attorneys' fees, expenses, or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(F) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(G) Expenses. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall select separate counsel that does not have such a conflict to represent Grantor. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts, or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket costs and expenses, such as consultants' fees and court costs, and shall also include the reasonable value of any services rendered by the Grantor's attorney or his/her assistants or any employees of the Grantor or its agents, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to the Grantor by Grantee.

(H) Inspection. Inspection or acceptance by the Grantor of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

(I) Damage to Grantee Facilities. Notwithstanding any other provisions of this subsection 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the Grantor, and agrees to release and waive any and all such claims against the Grantor except to the extent any such damage or destruction is caused by or arises from the negligence or criminal actions of the Grantor.

(J) Survival. The indemnification, defense, and hold harmless obligations contained in this subsection 5.1 shall survive the expiration, abandonment or termination of this Franchise.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by the current ISO CG 00 01 or its equivalent and include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations,

independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using the current ISO endorsement CG 20 12 05 09.

(2) Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of one million dollars (\$1,000,000.00) per accident. The policy shall contain a severability of interests provision with respect to each additional insured.

(3) Excess or Umbrella Liability insurance shall be written with limits of not less than one million dollars (\$1,000,000.00) per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Such insurance shall name Grantor, its officers, officials, and employees as additional insureds.

(B) The insurance shall provide for notice of cancellation in accordance with policy provisions. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide notice of such cancellation or material alteration within two (2) business days of its receipt of such notice. Grantee shall additionally provide evidence of a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

(C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.

(D) Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Agreement.

(E) Endorsements.

(1) All commercial general, automobile, and umbrella excess liability policies required herein shall contain, or shall be endorsed so that:

(a) Grantor, its officers, officials, boards, commissions, and employees are to be covered as, and have the rights of, additional insureds with respect to liability for which the Grantee is responsible herein;

(b) Grantee's insurance coverage shall be primary insurance with respect to each additional insured. Any insurance or self-insurance maintained by the additional insured shall be in excess of the Grantee's insurance and shall not

contribute to it with respect to liability for which the Grantee is responsible hereunder; and

(c) Grantee's insurance shall provide for severability of interest with respect to each additional insured.

(F) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(G) Verification of Coverage. The Grantee shall furnish Grantor with certificates of insurance, evidencing the required endorsements, including but not limited to blanket additional insured status. The certificates are to be on standard forms or such forms as are consistent with standard industry practices.

(H) Adequacy of Limits and Coverage. It is agreed that these insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

5.3 Letter of Credit

(A) If there is a claim by the Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars (\$25,000.00).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at twenty-five/fifty thousand dollars (\$25,000.00) until the allegations of the uncured breach have been resolved. After all allegations have been resolved, the letter of credit may be withdrawn.

(C) After completion of the procedures set forth in subsection 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Grantor sums due under the terms of this Franchise;

(2) Reimbursement of actual costs borne by the Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with any Customer Service Standards of the Grantor, as

the same may be amended from time to time by the Grantor Council acting by ordinance or resolution.

(D) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within fifteen (15) business days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(E) Grantee shall have the right to appeal to the Grantor Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

5.4 Bonds

Grantee, at its expense, shall comply with all of the applicable bonding requirements provided for in the Grantor's Code or construction / development standards officially adopted by the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with customer service standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619, as amended, and any local standards adopted in accordance with applicable law. Grantee acknowledges the Grantor's ability to enact customer service standards that exceed those enacted by the FCC and the Grantor acknowledges Grantee's right to recover the costs associated with complying with such standards. The Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standards. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's telephone number on its Subscriber bills.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, or its authorized representative shall have access to, and the right to inspect, books and records of Grantee, its parent corporations and Affiliates that are reasonably necessary to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may, within ten (10) days of a request, require that the Grantor or its designee inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and are not made available in copies to the Grantor or its designee upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration, or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by the Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under RCW 42.56, the Public Records Act ("PRA"), to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under the PRA. As a public agency, records and information may be subject to a request submitted under the PRA. If the Grantor receives a request under the PRA to inspect or copy the information so identified by Grantee and the Grantor determines that release of the information is required by the PRA or otherwise appropriate, Grantor will use its best efforts to promptly provide Grantee with notice of the request in accordance with RCW 42.56.540, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than ten (10) business days) within which Grantee may seek an injunction to prohibit the Grantor's disclosure of the requested record. If the Grantee fails to timely obtain a court order enjoining disclosure, the Grantor will release the requested information on the date specified. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify, and hold the Grantor harmless from any claim or judgment.

The Grantor has, and by this Section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the PRA. The Grantor shall not be liable to the Grantee for releasing records. The Grantor shall not be liable to the Grantee for any records that the Grantor releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall make available to the upon thirty (30) days prior written request and subject to Applicable Law:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations, or Affiliates that relate to the operation of the Cable System in the Franchise Area;

(3) Number of current subscribers by Tier;

(4) A log of Cable Services added or dropped, Channel changes, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates, and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within ninety (90) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within sixty (60) days of a written request, Grantee shall submit to the Grantor copies of all regular reports maintained in the ordinary course of business submitted by Grantee or its parent corporation(s), to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System for the previous twelve (12) months, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints, and shall provide such information to Grantor within sixty (60) days of a written request.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Washington news, weather, and information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture, and performing arts;
- (G) Foreign language;

- (H) Science/documentary;
- (I) National news, weather, and information; and,
- (J) Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming that is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming that is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, filters or other electronic means to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.5 Continuity of Service Mandatory

It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9

Grantor agrees that the Educational and Governmental Access programming provided on Grantee's Cable System as part of the Pierce County regional lineup adequately meets the needs of the community. Grantee agrees to continue to carry Pierce County Television (PCTV) in high definition (HD) and standard definition (SD) throughout the term of this Franchise, provided that it remains available.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions, and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Joint Trenching/Boring

Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

10.3 General Standard

(A) All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

(B) All construction shall be subject to the Grantor's permitting process.

(C) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(D) Grantee will take prompt corrective action if it finds that any facilities or equipment

on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(E) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

10.4 Permits Required for Construction

Prior to doing any work in the Right-of-Way, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.5 Emergency Permits

In the event that emergency repairs are necessary, Grantee may immediately initiate such emergency repairs, and shall notify Grantor prior, provided such emergency contact information has been provided. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.6 Compliance with Applicable Codes

(A) Construction Codes. Grantee shall comply with all applicable industry, State and Grantor construction codes and standards.

(B) Safety Codes. Grantee shall comply with all federal, State, and Grantor safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by Applicable Law during construction, operation, and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

10.7 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.8 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be

constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

10.9 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.10 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations, and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to defend, indemnify, and hold the Grantor harmless against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by or assessed against the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.11 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in Ch. 19.122 RCW, as amended.

Within forty-eight (48) hours after any Grantor employee, contractor, franchisee, licensee, or permittee notifies Grantee of a proposed Right-of-Way excavation or the need for a design locate, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation or design;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation or design; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation or design.

10.12 Notice to Private Property Owners

Grantee shall give reasonable notice to private property owners of work on or adjacent to private property, consistent with the requirements of the permit authorizing such work.

10.13 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations, or rules of Grantor or applicable State or federal law, or Grantor project, Grantee's Cable System shall be placed underground at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles wherever possible but in no case shall Grantee be permitted to install any of its own poles in the Franchise area.

(D) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of Grantor or any other Person.

10.14 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.15 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.16 Repair and Restoration of Property

(A) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, or such other conditions required by law at its own expense.

(B) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the Grantor.

(C) Private Property. Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

10.17 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.18 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of

the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.19 Movement of Cable System Facilities For Grantor Purposes

(A) The Grantor shall have the right to require Grantee to, at the Grantor's request, locate (which may include potholing) and survey Grantee's facilities and equipment, relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this subsection 10.19 shall be borne by Grantee. Such work shall be performed at Grantee's expense.

(B) Except when a shorter time is necessitated due to an emergency, Grantee shall, within sixty (60) days' written notice by the Grantor, or such longer period as the Grantor may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of the Grantor. In the event of any capital improvement project exceeding five hundred thousand dollars (\$500,000.00) in expenditures by the Grantor, which requires the removal, replacement, modification, or disconnection of Grantee's facilities or equipment, the Grantor shall provide at least one hundred twenty (120) days' written notice to Grantee. Following notice by the Grantor, if other users of the Right-of-Way relocate aerial facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its facilities at Grantee's cost.

(C) If Grantee fails to complete this work within the time prescribed above and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the

Grantor. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the Grantor, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the Grantor of costs for construction delays related to an alleged failure to act in accordance with this subsection 10.19.

10.20 Movement of Cable System Facilities for Other Entities

If any removal, replacement, modification, or disconnection of the Cable System is required to accommodate the construction, operation, or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least sixty (60) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.21 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the Permittee, and Grantee may require a reasonable deposit of the estimated payment in advance. The cost of such temporary change may be charged by the Grantee to the Permittee, and Grantee may require the estimated payment in advance. Such payment is an exchange between the Grantee and the Permittee, and the Grantor will not be the administrator of these transactions.

10.22 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained, or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee's Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the Grantor or public utility, Grantee shall be solely responsible for the costs associated with relocation, in accordance with State law.

10.23 Tree Trimming

Grantee will have the right to cut, clear, and remove vegetation encroaching on, overhanging, or growing into Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The exercise of such right will be subject to the City's prior approval, which will not be unreasonably withheld, conditioned, or delayed. Grantee's tree trimming activities will preserve the appearance,

integrity, and health of the trees to the extent reasonably possible. Except in emergency situations or as otherwise approved by the City, Grantee will (i) be responsible for all debris removal from such activities and (ii) ensure such work is performed under the direction of a certified arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or his/her designee, and accomplished equivalent to the most recent issue of “Standards of Pruning for Certified Arborists” as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300). Grantee may contract for such services, however, any firm or individual so retained must first receive City permit approval (if and as required) prior to commencing such trimming. Nothing herein grants Grantee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not within or overhanging the Franchise Area. The City shall not be liable for any unlawful damage to any third parties’ trees or natural growth caused by Grantee’s actions.

10.24 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours’ notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer, and repair the unsafe condition if Grantee fails to do so, and to charge Grantee for its costs.

10.25 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall be liable for all costs incurred by the Grantor and associated with Grantee’s violation and the Grantor’s issuance of the stop work order. Grantee reserves the right to challenge any

Grantor determination of Grantee's obligations under this Section.

10.26 Removal of Facilities from Poles

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by Grantor for attachment of Grantee's facilities, and Grantor subsequently abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within ninety (90) days of notification from Grantor. If Grantee requires additional time to accomplish the removal and/or relocation, Grantee shall notify the Grantor in writing of the reasons for the additional time and its anticipated schedule, which in no case shall be longer than 180 days.

10.27 Work of Contractors and Subcontractors

Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

11.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC) standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Franchise Area for a period of at least one (1) year, and individual Subscriber complaints from the Franchise Area for a period of at least three (3) years, and make such information available to the Grantor at Grantee’s office upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.6 Additional Tests

Where there exists other evidence that in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze, and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem that precipitated the special tests;

(B) the Cable System component tested;

- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis that may be required.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. The seven (7) day requirement shall be extended if necessary to comply with any underground construction permitting requirements. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement;

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Grantor; and

(3) At non-discriminatory monthly rates for Residential Subscribers consistent with subsection 4.3 above.

(B) Service to Multiple Dwelling Units. The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all applicable laws.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;
- (2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may:

(1) Withdraw an amount from the letter of credit as monetary damages imposed under subsection 13.8;

(2) If a material violation, recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Grantor, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one (1) year's written notice to Grantor of the termination date, and upon that date, all rights, duties, and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this

Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a Force Majeure occurrence, or when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the Cable System;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Any proceeding under the paragraph above shall be conducted by the Grantor Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the Parties. The Grantor Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Grantor Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or, if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Grantor Council determines are reasonable under the circumstances. If the Grantor determines that the Franchise is to be revoked, the Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Grantor Council may, at its sole discretion, take any lawful action that it deems appropriate to enforce Grantor's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4 below; or

(3) Upon written request of Grantee, permit the Franchise term to continue pursuant to subsection 14.1(C), or commence the transfer provisions of subsection 14.2(C).

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Grantor at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures, and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3(B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Grantor shall have the option to purchase the Cable System in accordance with Sect. 627 of the Cable Act.

13.5 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision, and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials,

boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under Applicable Law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Grantor may assess against Grantee monetary damages of (i) up to five hundred dollars (\$500.00) per day for any general construction delays, (ii) up to two hundred fifty dollars (\$250.00) for failure to provide EG Channels, or (iii) up to one hundred dollars (\$100.00) per day for any other material breaches. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Grantor in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by Grantor by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may: operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses, and damages incurred.

13.10 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.9 if:

The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for three (3) consecutive days, unless in the case of Force Majeure event or if the Grantor authorizes a longer interruption of service.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement, and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation; nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Grantor Council, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by Applicable Law.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data, including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an entity controlling, controlled by, or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions

of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court, legislative body or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class, registered or certified mail, return receipt requested, postage prepaid, or by email or other reputable overnight courier service and addressed as follows:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: Franchise Director

With a copy to:
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204
Attention: Franchising Department

The Grantor's address shall be:

City of Gig Harbor
3510 Grandview ST

Gig Harbor, WA 98335
Attn: Mayor

with a copy to:

City of Gig Harbor
3510 Grandview ST

Gig Harbor, WA 98335
Attn: City Clerk

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

16.5 Binding Effect

This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Pierce County Superior Court, Washington, or in the United States District Court for the Western District of Washington in Seattle.

16.11 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

16.12 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the Grantor, this Franchise shall be executed by Grantee by filing with the Grantor Clerk. In addition to filing the executed Franchise, Grantee shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 5. The failure of Grantee to file the executed Franchise shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the Grantor.

16.13 Termination of Prior Franchise Grantee and the Grantor agree that this Franchise replaces and supersedes Ordinance No. 1480 (the “Prior Franchise”) with respect to Grantee; provided, however, that the grant of this Franchise shall have no effect on Grantee’s obligations to indemnify or insure the Grantor against acts and omissions occurring during the period(s) that the Prior Franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees consistent with Washington State statute of limitations that were due and owed under a Prior Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the _____ of _____, Washington this ____ day of _____, 2025.

ATTEST:

CITY OF GIG HARBOR, WASHINGTON:

Josh Stecker

, City Clerk

Mary Barber, Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

Accepted and approved this _____ day of _____, 2025.

ATTEST:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Public Notary

Name/Title: _____



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

Meeting Date: December 8, 2025

SUBJECT: Professional Services Contract Amendment #2 for Peacock Hill ½ Width Improvements

SUBMITTED BY: Associate Engineer Chloe Wiser

DEPARTMENT: Public Works

PHONE: (253) 853-8182

SUGGESTED MOTION: Move to authorize the mayor to execute Professional Services Contract Amendment 2 with 3J Consultants, Inc in an amount not to exceed \$70,414.00.

BACKGROUND INFORMATION: This proposed amendment is a response to staff's April 17th study session with city council. The amendment will provide services to design a new midblock crossing south of Ringold Street to connect pedestrian access from Borgen Boulevard to Harborview Drive. Sidewalk currently extends on the west side of Peacock Hill Avenue at Ringold Street with existing sidewalk continuing on the east side of the street to Harborview Drive. A new midblock crossing will connect these two sections of sidewalk so that pedestrians have continuous facilities. This midblock crossing will also serve as traffic calming along Peacock Hill Ave.

Additionally, due to grade challenges at five intersections of Peacock Hill Ave and local roads, crosswalks at these locations cannot be ADA requirements. Maximum Extent Feasible (MEF) worksheets must be prepared by the city's consultant and submitted to WSDOT for compliance.

FISCAL CONSIDERATION: This section details the financial issues involved in the issue before Council, if applicable. It can include only the information contained in the table below or it can include additional financial information.

Expenditure Required: \$ 70,414	Amount Budgeted: \$ 720,000	Appropriation Required: \$ 0
------------------------------------	--------------------------------	---------------------------------

ATTACHMENTS:

1. CIP-2325 Contract Amendement #2

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

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
3J CONSULTING INC.**

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated February 14, 2024 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and 3J Consulting Inc, an Oregon corporation organized under the laws of the State of Oregon (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the design of the Olympic Right Turn Lane and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

1. Scope of Work. Section 1 of the Agreement is further amended to add the work as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed **Seventy Thousand Four Hundred and Fourteen Dollars and Zero Cents, (\$70,414.00)** as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of **\$690,504.30**.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to December 31, 2026.

[Remainder of page intentionally left blank]

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – SCOPE OF WORK

Contract Amendment 2.0 – RRFB Design Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

CSP-2325 PEACOCK HILL AVENUE (HALF-STREET IMPROVEMENTS)

City of Gig Harbor
Associate Engineer: Chloe Wiser
3510 Grandview Street
Gig Harbor, WA 98335
253-853-8182
cwiser@gigharborwa.gov

3J Consulting, Inc.
Project Manager: Ashley Doty, PE
3560 Bridgeport Way W, Suite 3-J
University Place, WA 98466
971-251-8389
Ashley.doty@3j-consulting.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

This scope of work is for civil design, including public involvement, and bid document preparation for new half street improvements, water main installation and a Rectangular Rapid Flashing Beacon (RRFB) crossing. The half-street will include 2,100lf of pavement widening, striping, curb, planter strip, sidewalks, drainage and pedestrian lighting along the west side of Peacock Hill Avenue, connecting to the existing sidewalk between just north of 105th St Court and just north of 99th St NW. The new watermain installation will be in Peacock Hill Avenue starting at Ringgold Street and finishing the loop at Apollo Way. The RRFB will be installed directly south of the intersection of Ringgold Street and Peacock Hill Avenue with associated street lighting and sidewalks. The City of Gig Harbor (Agency) has project management responsibility for this project with 3J Consulting, Inc. (3J) providing assistance with project management, design and engineering services, public involvement assistance, and other tasks provided in the scope below.

This City of Gig Harbor has included additional scope of services to the original project to include the installation of a Rectangular Rapid Flashing Beacon (RRFB) along Peacock Hill Avenue approximately 325-feet south of Ringgold Street and to prepare Maximum Extent Feasible (MEF) documents for five (5) crosswalks that do not meet standard ADA compliance. The design and documents will be included starting at the 90% milestone deliverable.

SPECIFIC SCOPE OF SERVICES

The following additional services to the original contract are for the entirety of the project through the bidding, which is to be completed by 3J staff and subconsultants. The deliverables are listed for each task. Tasks include survey, traffic engineering, and civil engineering design. The tasks below are the result of our meeting on October 1, 2025, and previous email coordination with City staff and efforts as we understand them to be at this time. All work performed under this scope of work will be done in accordance with the City of Gig Harbor design standards and supplemented with Federal and State standards when applicable.

The project team includes:



Owner	City of Gig Harbor
Prime Consultant	3J Consulting, Inc
Civil Engineer	3J Consulting, Inc
Survey	Lanktree Land Surveying
Traffic Engineer	DKS Associates

The design services work scope outlined below is anticipated to complete the project through bidding.

Task 1.0	Project Management (3J)
Task 3.0	Survey Services (Lanktree)
Task 6.0	Final Design (3J)
Task 9.0	Traffic Engineering Services (DKS)

TASK 1.0 Project Management (3J)

Project Administration

The duration of the project planning and design effort through bidding is assumed to be ten (10) months, starting approximately December 2025 and running through September 2026. This extends the previous time estimate by eight (8) months. The following items are included:

- Additional management, coordination, and direction to the project team and subconsultants for completing the project on time and on budget.
- Additional assistance in the day-to-day management and decision making for the project.
- Track project costs and budgets on a monthly basis for extended schedule.
- Prepare monthly invoices for project and monthly summary reports. Ten (10) additional invoices and summary reports are included.

Project Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City of Gig Harbor and others as needed. These will be scheduled and attended by the City's Project Manager. Other participants may include affected utility providers, key sub-consultants, and a representative of Gig Harbor Operations Division. These meetings will have a specific agenda addressing and resolving project issues as they are encountered. These meetings may be either in-person or virtual, depending on the nature of the meeting.

- Conduct monthly coordination/technical team meetings with the City of Gig Harbor and design staff to coordinate the project. These meetings will include the design engineer or project manager depending on the agenda. Assume ten (10) additional meetings, one (1) hours each in duration attended by 3J at either the City offices, or a virtual conference call. Prepare the meeting agendas and summary notes for the meetings.

Task 1 Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports.
- Monthly schedule updates, as coordinated with the City.
- Meeting Agenda and materials distributed prior to meetings.
- Attendance and participation at meetings as described herein.
- Draft summary notes (including action item / decision log and risk/issue log).



TASK 3.0 Survey Services (Lanktree)

Consultant (Lanktree) shall provide labor, equipment, and materials to complete the additional surveying needs for the RRFB addition to the project. Surveying on this project includes establishing a control network and performing topographical mapping within the defined topographical limits. All deliverables must be reviewed and stamped by Consultant's Professional Surveyor (PLS) registered in the State of Washington.

ROW/Topographical Survey

Topographic Survey

- Lanktree Land Surveying, Inc. will survey the topography and observable improvements within the project limits. We will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, above-ground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. The topographic survey will be prepared in AutoCAD format and a hard copy provided.

Utility Locates

- Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Task 3.1 Deliverables:

The following deliverables are part of this task:

- Topographical survey Base map in AutoCAD v2018 Civil 3D compatible Format.
- DTM compatible with AutoCAD, Civil 3D.
- Copy of original survey field notes.
- Existing conditions base map in pdf format, including utility company line work.

TASK 6.0 Final Design (3J)

The additional design will consist of installing a new Rectangular Rapid Flashing Beacon (RRFB) Peacock Hill Avenue approximately 325-feet south of Ringgold Street. Associated improvements includes sidewalk to the RRFB, crosswalk at Ringgold Street and any necessary wall design along new sidewalk and relocation of the fire hydrant The additional design will be included in the 90% and 100% plans, estimates and specifications.

Task 6.2 90% Design

RRFB Design

Prepare 90% RRFB design which includes sidewalk to the RRFB, crosswalk at Ringgold Street and any necessary wall design along new sidewalk and relocation of the fire hydrant. The design will be included in 90% design plan, details, estimate and technical specification package.

Maximum Extent Feasible (MEF)

Prepare draft MEF's utilizing WSDOT MEF template for five (5) crosswalks that do not meet standard ADA compliance.

Task 6.3 100% Design

RRFB Design

Prepare 100% RRFB design which includes sidewalk to the RRFB, crosswalk at Ringgold Street and any necessary wall design along new sidewalk and relocation of the fire hydrant. The design will be included in 100% design plan, details, estimate and technical specification package.

Maximum Extent Feasible (MEF)

Prepare final MEF's utilizing WSDOT MEF template for five (5) crosswalks that do not meet standard ADA compliance.

TASK 9.0 Traffic Engineering Services (DKS)

Consultant (DKS) shall provide labor, equipment, and materials to complete the illumination design and traffic control plans for the project. All deliverables must be reviewed and stamped by Consultant's Professional Engineer (PE) registered in the State of Washington.

This supplement captures the effort to include a new RRFB design in the 90% and 100% designs. The scope of work not included in this document remains unchanged.

Task 9.0 Project Management

The following items are included in this supplement scope of work:

- Contract amendment and general PM.
- QAQC of the RRFB plan sheets, cost estimate, and specification sections.
- QAQC of additional lighting analysis and design.
- DKS will conduct another site visit at the new RRFB location with City staff to confirm design decisions, such as sight distance.

Task 9.2 90% Design

The following items are included in this supplement scope of work:

- DKS will create new RRFB sheets for the new RRFB system, including the following
 - 1 RRFB plan sheet
 - 1 RRFB detail sheet
- DKS will include the RRFB system in the cost estimate.
- DKS will include the RRFB system in the specifications.
- DKS will complete intersection crosswalk lighting analysis at the new RRFB crossing south of the intersection of Peacock Hill Ave and Ringgold St.
- DKS will complete roadway lighting analysis along Peacock Hill Ave, approximately 325 feet south of Ringgold St where new sidewalk is constructed to the new RRFB crosswalk.
- DKS will create additional illumination sheets for additional light poles, including the following:

- 1 Lighting plan sheet
- DKS will include additional light poles, junction boxes, and wiring in the cost estimate.

Assumptions

- 3J will design and provide layout for the new sidewalk south of Ringgold St, RRFB crosswalk, and the curb ramps.
- DKS will design the lighting and RRFB system based on the new sidewalk, crosswalk, and curb ramps design layout.
- The lighting analysis and design will be completed to City of Gig Harbor standards.

Task 9.2 – 90% Deliverables

- Deliverables with the supplement will be included with the 90% design submittal.

Task 9.3 Final Design

DKS will include the new RRFB system, additional lighting, and additional traffic control concepts in the Final design.

Task 9.3 – Final Deliverables

- Deliverables with the supplement will be included with the final design submittal.

S U M M A R Y O F F E E S

***See attached Exhibit B for Fee Schedule**



EXHIBIT B - SCHEDULE OF RATES AND ESTIMATED HOURS

Gig Harbor - Peacock Hill

Professional Services Hourly Breakdown (Master)
3J Consulting

Task		3J Consulting	Lanktree	DKS	Epic	Expenses	Total Budget
No.	Task Description						
1.0	Management and Administration						
	Project Management	\$6,888.00				\$0.00	\$6,888.00
	Sub-Total Management and Administration	\$6,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,888.00
3.0	Survey						
3.1	ROW/Topo Survey		\$12,306.00			\$1,550.00	\$13,856.00
	Sub-Total Survey	\$0.00	\$12,306.00	\$0.00	\$0.00	\$1,550.00	\$13,856.00
6.0	Final Design						
6.2	90% Design	\$13,910.00					\$13,910.00
6.3	100% Design	\$8,790.00					\$8,790.00
	Sub-Total Final Design	\$22,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,700.00
9.0	Traffic Engineering						
9.0	Project Management			\$6,250.00		\$200.00	\$6,450.00
9.2	Traffic 90%			\$16,350.00		\$0.00	\$16,350.00
9.3	Traffic Final			\$4,170.00		\$0.00	\$4,170.00
	Sub-Total Traffic Engineering	\$0.00	\$0.00	\$26,770.00	\$0.00	\$200.00	\$26,970.00
Original Contract Total		\$29,588.00	\$12,306.00	\$26,770.00	\$0.00	\$1,750.00	\$70,414.00
Contract Grand Totals							

Total Labor Cost	\$68,664.00
Total Expenses	\$1,750.00
Total Project Estimate	\$70,414.00



Gig Harbor - Peacock Hill

Professional Services Hourly Breakdown (Master)

3J Consulting																3J Consulting, Inc. Totals		
		Sr. Project Manager		Project Manager I		Sr. Civil Engineer		Civil Engineer I		Civil Designer I		Admin. Proj. Specialist		Administrative Staff				
Task No.	Task Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses
		\$246.00		\$190.00		\$182.00		\$148.00		\$124.00		\$124.00		\$100.00		Fee + Expenses		
1.0	Management and Administration																	
	Project Management	4.00	\$984.00	24.00	\$4,560.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	6.00	\$744.00	6.00	\$600.00	40.00	\$6,888.00	\$6,888.00
	Sub-Total Management and Administration	4.00	\$984.00	24.00	\$4,560.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	6.00	\$744.00	6.00	\$600.00	40.00	\$6,888.00	\$0.00 \$6,888.00
6.0	Final Design																	
6.2	90% Design	0.00	\$0.00	8.00	\$1,520.00	45.00	\$8,190.00	20.00	\$2,960.00	10.00	\$1,240.00	0.00	\$0.00	0.00	\$0.00	83.00	\$13,910.00	\$13,910.00
6.3	100% Design	0.00	\$0.00	8.00	\$1,520.00	25.00	\$4,550.00	10.00	\$1,480.00	10.00	\$1,240.00	0.00	\$0.00	0.00	\$0.00	53.00	\$8,790.00	\$8,790.00
	Sub-Total Final Design	0.00	\$0.00	16.00	\$3,040.00	70.00	\$12,740.00	30.00	\$4,440.00	20.00	\$2,480.00	0.00	\$0.00	0.00	\$0.00	136.00	\$22,700.00	\$0.00 \$22,700.00
Original Contract Total		4.00	\$984.00	40.00	\$7,600.00	70.00	\$12,740.00	30.00	\$4,440.00	20.00	\$2,480.00	6.00	\$744.00	6.00	\$600.00	176.00	\$29,588.00	\$0.00 \$20,798.00
Contract Grand Totals																		

Contractor: 3J Consulting, Inc.

Fee Schedule

CLASSIFICATION TITLE	HOURLY RATES
	STANDARD NOT TO EXCEED
1. Senior Principal Engineer	\$300
2. Principal Engineer	\$276
3. Director of Engineering	\$300
4. Senior Project Manager	\$246
5. Project Manager II	\$218
6. Project Manager I	\$190
7. Senior Project Engineer	\$188
8. Project Engineer II	\$178
9. Project Engineer I	\$166
10. Senior Civil Engineer	\$182
11. Civil Engineer II	\$160
12. Civil Engineer I	\$148
13. Senior Civil Designer	\$160
14. Civil Designer II	\$142
15. Civil Designer I	\$124
16. Senior Civil Technician	\$148
17. Civil Technician II	\$132
18. Civil Technician I	\$118
19. Engineering Intern	\$88
20. Senior Inspector	\$186
21. Inspector III	\$168
22. Inspector II	\$150
23. Inspector I	\$132
24. Senior Development Specialist	\$186
25. Development Specialist III	\$168
26. Development Specialist II	\$150
27. Development Specialist I	\$132
28. Principal Planner	\$250
29. Director of Planning	\$250
30. Senior Planning Project Manager	\$204
31. Planning Project Manager II	\$194
32. Planning Project Manager I	\$182
33. Senior Urban Designer II	\$180
34. Senior Urban Designer I	\$166
35. Urban Designer II	\$136
36. Urban Designer I	\$122
37. Senior Planner II	\$180
38. Senior Planner I	\$166
39. Planner II	\$136
40. Planner I	\$122
41. Planning Assistant	\$102
42. Senior GIS Manager	\$176
43. GIS Manager	\$166
44. GIS Analyst II	\$156
45. GIS Analyst I	\$146
46. Senior GIS Technician	\$136
47. GIS Technician II	\$128
48. GIS Technician I	\$118
49. Senior Graphic Designer	\$152
50. Graphic Designer II	\$134
51. Graphic Designer I	\$112
52. Administrative Project Specialist	\$124
53. Administrative Staff	\$100



Gig Harbor - Peacock Hill

Lanktree Land Surveying - Services Hourly Breakdown

Task No. Task Description		Lanktree										Totals			
		Professional Land Surveyor		Party Chief-Field		Additional Crew Member		Survey Technician		Administration		Hours	Fee	Expenses	Total Budget
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
			\$149.00		\$172.00		\$52.00		\$126.00		\$78.00				
3.0	Survey Services														
	RRFB Survey	6.00	\$894.00	28.00	\$4,816.00	56.00	\$2,912.00	28.00	\$3,528.00	2.00	\$156.00	120.00	\$12,306.00	\$1,550.00	\$13,856.00
	Sub-Total Survey Services	6.00	\$894.00	28.00	\$4,816.00	56.00	\$2,912.00	28.00	\$3,528.00	2.00	\$156.00	120.00	\$12,306.00	\$1,550.00	\$13,856.00
Contract Grand Totals															

Total Scope Fee	\$12,306.00
Total Expenses	\$1,550.00
Total Sub Fee	\$13,856.00

Expenses

Utility Location Services [10 hours @ 155.00]

Fee

\$1,550.00

Total

\$1,550.00

CLASSIFICATION TITLE	BILLING RATE
Professional Land Surveyor	\$149.00
Party Chief-Field	\$172.00
Additional Crew Member	\$52.00
Survey Technician	\$126.00
Administration	\$78.00



Gig Harbor - Peacock Hill

DKS - Services Hourly Breakdown

Task No. Task Description		DKS												Totals			
		Principal Engineer		Project Manager		Project Engineer		Assistant Engineer		CAD Technician		Admin		Hours	Fee	Expenses	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
9.0	Traffic Engineering		\$350.00		\$210.00		\$205.00		\$165.00		\$190.00		\$145.00				Total Budget
	9.0 Project Management	7.00	\$2,450.00	12.00	\$2,520.00	0.00	\$0.00	6.00	\$990.00	0.00	\$0.00	2.00	\$290.00	27.00	\$6,250.00		\$6,250.00
	9.2 Traffic 90%	5.00	\$1,750.00	20.00	\$4,200.00	0.00	\$0.00	40.00	\$6,600.00	20.00	\$3,800.00	0.00	\$0.00	85.00	\$16,350.00	\$200.00	\$16,550.00
	9.3 Traffic Final	3.00	\$1,050.00	7.00	\$1,470.00	0.00	\$0.00	10.00	\$1,650.00	0.00	\$0.00	0.00	\$0.00	20.00	\$4,170.00		\$4,170.00
Sub-Total		15.00	\$5,250.00	39.00	\$8,190.00	0.00	\$0.00	56.00	\$9,240.00	20.00	\$3,800.00	2.00	\$290.00	132.00	\$26,770.00	\$200.00	\$26,970.00
Contract Grand Totals																	

Total Scope Fee

Total Reimbursables

\$26,770.00

\$200.00

CLASSIFICATION TITLE	BILLING RATE
Principal Engineer	\$350.00
Project Manager	\$210.00
Project Engineer	\$205.00
Assistant Engineer	\$165.00
CAD Technician	\$190.00
Admin	\$145.00



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

Meeting Date: December 8, 2025

SUBJECT: Gig Harbor North Trail and Utility Easement Modification Agreement

SUBMITTED BY: Public Works Director Jeff Langhelm, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: Move to approve the proposed easement modification agreement.

BACKGROUND INFORMATION: There currently exists a series of walking trails around a large wetland in Gig Harbor North. The wetland is located east of Harbor Hill Drive and north and west of Sentinel Drive. The city already owns a portion of these trails along the north, east, and south sides of the wetland. See the attached map.

However, the trail along the west side of the wetland was created as a utility easement and associated maintenance road for the Business Park at Harbor Hill, which remains in private ownership. The trail along the utility easement is over properties that are now owned by Harbor Hill LLC, Peninsula School District, Harbor Christian Center, and Harbor Hill Maintenance Association No. 2. The recorded plat for the Business Park at Harbor Hill identifies that the trail along the utility easement was intended to be handed over to the city for operation and maintenance as a public trail.

The attached proposed trail and utility easement modification agreement would transfer operation and maintenance of the trail to the city once certain improvements to the utility easement road were completed by the property owners and approved by the city. The easement agreement stipulates these improvements must be completed before the effective date of the agreement and at the sole expense of the property owners.

Staff and RMSA have considered potential impacts to city maintenance and liability. Staff presented the draft agreement to city council at the October 30 study session, where no revisions were requested. The property owners have now signed the final version of the agreement for consideration by city council.

Staff support proceeding with the proposed agreement.

FISCAL CONSIDERATION:

Expenditure Required: \$2,000/year	Amount Budgeted: \$ 0	Appropriation Required: \$ 0
---------------------------------------	--------------------------	---------------------------------

ATTACHMENTS:

1. Gig Harbor North Wetland and Trails Map

2. Harbor Hill Business Park Trail and Utility Easement Agreement_2025__Owner
Signed-Notarized

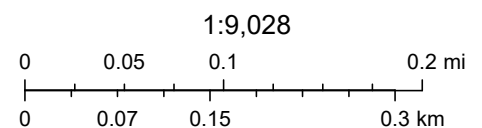
STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

Gig Harbor North Wetland and Trails



10/22/2025, 11:04:38 PM

- City Trails
- Official City Wetlands Inventory
- - - - - Proposed Trail Easement



Imagery © 2023 Hexagon
and data partners., Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, ©
OpenStreetMap contributors, and the GIS User Community, Maxar

After Recording, Return To:

Marco de Sa e Silva
Davis Wright Tremaine LLP
929 108th Avenue N.E., Suite 1500
Bellevue, Washington 98004-4786

**HARBOR HILL BUSINESS PARK
TRAIL AND UTILITY EASEMENT MODIFICATION AGREEMENT**

Grantors: Harbor Hill LLC, a Washington limited liability company
Peninsula School District No. 401, a Washington municipal corporation
Harbor Christian Center, a Washington nonprofit corporation
Harbor Hill Maintenance Association No. 2, a Washington nonprofit corporation

Grantee: City of Gig Harbor, a Washington municipal corporation

Abbreviated Legal Descriptions:

Harbor Hill Property: Section 31 Township 22 Range 02 Quarter 13 BUSINESS PARK AT HARBOR HILL (A):
PARCEL A OF BLA 2013-03-15-5004
School District Property: Section 31 Township 22 Range 02 Quarter 13 BUSINESS PARK AT HARBOR HILL:
PARCEL A OF BLA 2020-01-30-5007
Church Property: Section 31 Township 22 Range 02 Quarter 13 BUSINESS PARK AT HARBOR HILL SLY 6.1787 ACS
OF LOT 4 PER BLA 2007-10-19-5003
Association Property: Section 31 Township 22 Range 02 Quarter 42 Plat BUSINESS PARK AT HARBOR
HILL TRACT B
Situate in Pierce County, Washington.
Complete legal description is at Exhibit A attached hereto.

Assessor's Property Tax Parcel Account Numbers:

Harbor Hill Property:	4002470061
School District Property:	4002470110
Church Property:	4002470041
Association Property:	4002470080

Reference Numbers of Related Documents: Auditor's File No. 200605235007 (Plat of the Business Park at Harbor Hill); Auditor's File No. 200711290681 (Amendment No. 1 to Declaration of Covenants, Conditions, and Restrictions (Business Park Covenants)); Auditor's File No. 201712275011 (Alteration to the Plat of the Business Park at Harbor Hill)

HARBOR HILL BUSINESS PARK TRAIL AND UTILITY EASEMENT MODIFICATION AGREEMENT

THIS HARBOR HILL BUSINESS PARK TRAIL AND UTILITY EASEMENT MODIFICATION AGREEMENT dated for reference purposes only as of _____, 2025 (this “Agreement”), is made by and among the CITY OF GIG HARBOR, a Washington municipal corporation (the “City”), HARBOR HILL LLC, a Washington limited liability company (“Harbor Hill”), PENINSULA SCHOOL DISTRICT NO. 401, a municipal corporation of the State of Washington (the “School District”), HARBOR CHRISTIAN CENTER, a Washington nonprofit corporation (the “Church”), and HARBOR HILL MAINTENANCE ASSOCIATION NO. 2, a Washington nonprofit corporation (the “Association”). The Effective Date of this Agreement is defined in Section 14 below.

RECITALS

- A. Harbor Hill is the current owner of the real property legally described as the Harbor Hill Property on Exhibit A-1 attached hereto (the “Village Center Property”).
- B. The School District is the current owner of the real property legally described as the School District Property on Exhibit A-2 attached hereto (the “School District Property”).
- C. The Church is the current owner of the real property legally described as the Church Property on Exhibit A-3 attached hereto (the “Church Property”).
- D. The Association is the current owner of the real property legally described as the Association Property on Exhibit A-4 attached hereto (the “Association Property”).
- E. In this Agreement, Harbor Hill, the School District, the Association, and the Church may be collectively referred to as the “Property Owners,” and the Village Center Property, School District Property, Association Property, and Church Property may be referred to individually as a “Parcel” and collectively as the “Property.”
- F. The City is the current owner, beneficiary, and holder, on behalf of the public, of a public pedestrian trail easement (the “2006 Trail Easement”) under the paragraph that begins with the words “THE 50-FOOT TRAIL AND UTILITY EASEMENT” and ends with the words “SHALL BE CONSTRUCTED, OWNED AND MAINTAINED BY THE CITY OF GIG HARBOR,” which is the final paragraph in the section entitled “EASEMENT PROVISIONS” on Sheet 2 of the plat of the Business Park at Harbor Hill, as recorded in the real property records of Pierce County, Washington, under Auditor’s File No. 200605235007, and as amended by the Alteration to the Business Park at Harbor Hill, as recorded in the real property records of Pierce County, Washington, under Auditor’s File No. 201712275011 (as amended, the “Plat”). The 2006 Trail Easement, together with all utility easement rights established

in the Plat paragraph that is described in the preceding sentence, may be referred to collectively in this document as the “2006 Multi-Use Easement.” For the sake of clarity, the 2006 Multi-Use Easement means both the 2006 Trail Easement and the utility easement rights that are established on the Plat and described as “50-FOOT TRAIL AND UTILITY EASEMENT” or “50’ TRAIL & UTILITY EASEMENT.”

- G. Before the making of this Agreement, under Section 1 of Amendment No. 1 to Declaration of Covenants, Conditions, and Restrictions (Business Park Covenants), as recorded in the real property records of Pierce County, Washington, under Auditor’s File No. 200711290681, each Property Owner was obligated to maintain at its sole expense all trail facilities and trail easement areas that may be located within the Property Owner’s Parcel until the City of Gig Harbor or other governmental authority shall accept responsibility for such maintenance.
- H. The area currently encumbered by the 2006 Multi-Use Easement (the “Easement Area”) is graphically depicted as “50’ TRAIL & UTILITY EASEMENT” on Sheets 3, 4, and 5 of the Plat and is graphically depicted as “CURRENT EASEMENT AREA” on Exhibit B attached hereto. The Easement Area is located entirely within the Property.
- I. An unpaved storm water management and utility maintenance access road and appurtenant facilities (collectively, the “Road”) exists within the Property as of the date of this Agreement, currently is owned by each Property Owner to the extent it is located within the Property Owner’s Parcel, and is located partly within the Easement Area and partly outside the Easement Area. The Road location is shown generally on the drawing attached hereto as Exhibit B. References in this Agreement to the “Road” mean only roadway improvements and appurtenant facilities, not land.
- J. Shortly before the effective date of this Agreement, Harbor Hill at its sole expense made certain improvements to the Road, which have been inspected and approved by the City, and which have enabled the City (1) to find that the Road, as of the date of this Agreement, is constructed generally to the standard of municipally-owned and municipally-maintained recreational trails in code cities in the State of Washington, (2) to approve the Road for use by the public as a recreational trail, and (3) to assume responsibility for maintaining, repairing, and replacing the Road to the extent necessary to continue public use of the Road as a recreational trail in perpetuity, subject to cost recovery from the Association for a portion of such maintenance, repair, and replacement costs, as described below.
- K. In addition, underground sanitary sewer and storm water conveyance facilities currently are located within the Easement Area, and other utility facilities in the future might also be located within the Easement Area (collectively, the “Utilities”).

- L. The Road was constructed by Harbor Hill or its predecessor in interest for access to Utilities within the Easement Area for construction, maintenance, and repair work, but the Road currently also is used by members of the public as a recreational trail.
- M. In this Agreement, "Facilities" means the Road and Utilities as they may be improved, relocated, and replaced from time to time, together with customary accessory and appurtenant facilities.
- N. The parties to this Agreement desire to modify the Easement Area so that most segments of the Road are located entirely within the Easement Area, and to allocate responsibility between the City and the Association for the maintenance of the Road, and to make other agreements, all as described hereinbelow.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Confirmation of 2006 Trail Easement.** The parties confirm, and the City accepts, the 2006 Trail Easement as modified by this Agreement. It is acknowledged and agreed that the 2006 Trail Easement is a perpetual nonexclusive easement.
2. **Ownership of Road.** The Property Owners hereby convey and transfer ownership of the Road to the City, reserving to the Property Owners and to all public and private utility service providers that are beneficiaries of the utility easement rights that are established on the Plat and described as "50-FOOT TRAIL AND UTILITY EASEMENT" or "50' TRAIL & UTILITY EASEMENT" the perpetual nonexclusive rights to maintain, repair, replace, and use the Road. Any portion of the Road that is located within the Easement Area may be used by the public for recreational trail purposes and may be used by the Association and utility service providers for construction, maintenance, and repair work to the extent not in conflict with the City's rights and obligations contained in this Agreement and also consistent with the maintenance of the Road by the City and the use of the Easement Area for recreational trail purposes.
3. **Maintenance of Road.** The City shall maintain, repair, and replace the Road ("Road Maintenance"), to the standard of municipally-owned and municipally-maintained recreational trails in code cities in the State of Washington and sufficient to support use of the Road as an unpaved utility service road, provided, however, that the cost of such Road Maintenance shall be allocated equally between the City and the Association except as follows: (a) the portion of the Road Maintenance expense that is caused by damage to the Road by the Association and any utility service provider, other than by ordinary wear and tear, which requires maintenance and repair to bring the Road back up to the standard of an unpaved utility service road, shall be paid by the Association, which may seek reimbursement from any utility service provider

causing damage, and (b) the portion of the Road Maintenance expense that pertains to new trail facilities that might be constructed by the City in the future, at the City's discretion, separate from the existing Road, including without limitation new gravel or pavement facilities, shall be paid by the City. The City shall deliver to the Association reasonable advance notice of Road Maintenance expenses expected to exceed a total of US\$5,000 in any calendar year and shall give reasonable consideration to any objections delivered by the Association to any proposed Road Maintenance expense. The Association shall pay to the City the Association's share of Road Maintenance expenses within thirty (30) days after written demand by the City from time to time.

4. **No Maintenance of Road and Utilities by Property Owners.** The Property Owners shall have no obligation to maintain, repair, or replace, or to share in the cost of maintenance, repair, or replacement, of the Road or the Utilities, except indirectly by their payment of assessments to the Association.
5. **Control Over Public Use of Easement Area for Recreational Trail Purposes.** The City shall govern and regulate public use of the Easement Area for recreational trail purposes, in order to promote public health and safety. The City may prohibit or regulate motorized vehicle use and other activities deemed unsafe by the City and may prohibit public access within the Easement Area if unsafe conditions are present in the Easement Area. In addition, if the Association determines that unsafe conditions are present in the Easement Area, and during use of the Easement Area for construction, maintenance, or repair work, the Association may prohibit public access within the Easement Area.
6. **Modification of Easement Area (Except Within Village Center Property).** Effective as of the date of this Agreement, the Easement Area is modified to comprise only the real property legally described on Exhibit C attached hereto (the "Revised Easement Area"), which is graphically depicted as "REVISED EASEMENT AREA" on Exhibit B attached hereto, and which includes (a) all portions of the School District Property, Association Property, and Church Property within which any Road segment is located as of the date of this Agreement, and (b) some portions of the Village Center Property within which any Road segment is located as of the date of this Agreement.
7. **Establishment of New Temporary Trail Easement (Within Village Center Property Only).** To the extent that any portions of the Road is located outside of the Revised Easement Area within the Village Center Property as of the date hereof, such portions and the land within two (2) feet of such portions may be referred to herein as the "Village Center Road Encroachment Area." Within the Village Center Road Encroachment Area, there is hereby created, declared, and established a temporary nonexclusive easement for recreational trail use (the "Temporary Village Center Trail Easement"), which easement shall expire and terminate on the first to occur of the following dates: (a) December 31, 2028, (b) the date of commencement of construction of improvements having an estimated value of US\$1,000,000 or more within the Village Center Property, or (c) the date on which either the Road or other

public recreational trail, located within the Current Easement Area within the Village Center Property, connects Borgen Boulevard with the southerly boundary of the Village Center Property. The Village Center Road Encroachment Area is shown generally on the drawing attached hereto as Exhibit B. Harbor Hill may exercise the same relocation rights as to the Temporary Village Center Trail Easement Area and Facilities that any Property Owner may exercise under this Agreement as to the Easement Area and Facilities.

8. **Consent to Use Road for Recreational Trail Use.** Each Property Owner hereby consents to public use of the portion of the Road that is located within the portion of the Revised Easement Area that is located within the Property Owner's Parcel for recreational trail use, subject to the provisions of this Agreement.
9. **Easement Area Relocation Option.** Each Property Owner at any time and from time to time may at its option relocate any segment of the Easement Area and Facilities to any other portion of its Parcel, provided that (a) the relocation shall not impair, interrupt, or prevent at any time the use of or access to utility facilities within the Easement Area, (b) the relocation shall not impair, interrupt, or prevent for more than ninety (90) days within any calendar year the use of trail facilities within the Easement Area, (c) the new Easement Area and Facilities shall be equal to or better than the prior Easement Area and Facilities in quality and performance, (d) the Property Owner causing the relocation shall bear all costs of relocation, including costs of the physical relocation of the Facilities and costs of preparing and recording an amendment to this Agreement to describe the relocated Easement Area, and (e) there shall be physical contiguity between the relocated Easement Area and Facilities and the remaining Easement Area and Facilities. Upon the request of any relocating Property Owner, the City and other Property Owners shall execute and deliver an amendment to this Agreement to describe the relocated Easement Area, which amendment shall be recorded in the real property records of Pierce County, Washington.
10. **No Third Party Beneficiaries.** There are no beneficiaries of this Agreement except the City, the Property Owners, and the Association. No member of the public who is not a Property Owner as defined above shall have any entitlement or right under this Agreement or the 2006 Multi-Use Easement or within the Easement Area.
11. **Assumption of Risk.** The Association and the Property Owners make no warranty or representation as to the condition, safety, or suitability of the Easement Area or the Road for any purpose, including without limitation the City's intended use. The City expressly assumes all risks relating to condition and use of the Easement Area and the Road.
12. **Indemnification.** The City shall defend, indemnify, and hold the Association and Property Owners, their respective successors and assigns, and their respective agents, contractors, directors, employees, guests, licensees, managers, members, officers, subtenants, and tenants (collectively, the "Property Owner Indemnified Parties"),

harmless from and against any and all losses, damages, claims, penalties, liabilities, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred by the Property Owner Indemnified Parties and arising out of or related to the exercise by the City of any rights under this Agreement or the 2006 Trail Easement, the breach by the City of any obligations under this Agreement or the 2006 Trail Easement, public use of the Easement Area and/or the Road, or the alteration, condition, improvement, maintenance, repair, and replacement of the Road by the City.

13. **Attorneys' Fees.** If any party or any other person shall bring any action relating to the enforcement or interpretation of any provision of this Agreement, the substantially non-prevailing party shall pay the substantially prevailing party a reasonable sum for attorneys' fees and costs incurred in such action, at trial and on appeal, and such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action.
14. **Effective Date.** The effective date of this Agreement (the "Effective Date") is [____], 2025, which is the date on which the City approved its final inspection of the improvements to the Road made by Harbor Hill, as described in the recitals above.
15. **Recitals.** The recitals above are hereby incorporated into this Agreement by this reference.
16. **General.** This Agreement shall be recorded in the real property records of Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below, effective as of the Effective Date set forth above.

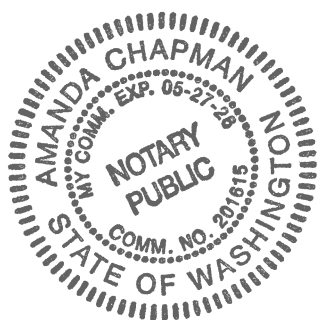
PENINSULA SCHOOL DISTRICT NO. 401

By: [Signature]
Its: Chief of Finance and Operations
Date: 11/17/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Ashley Murphy is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the Chief of Finance of Peninsula School District No. 401 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11.17.25



Amanda Chapman
Printed: Amanda Chapman
NOTARY PUBLIC in and for Washington
Residing at: 3510 Grandview St
My appointment expires: 5-27-26

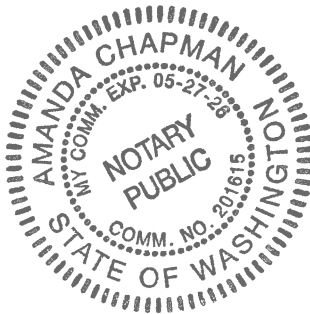
HARBOR CHRISTIAN CENTER

By: Caryn Bull-Palo
Its: Executive Pastor
Date: 11/17/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Caryn Bull-Palo is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the Executive Pastor of Harbor Christian Center to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11.17.25



Amanda Chapman
Printed: Amanda Chapman
NOTARY PUBLIC in and for Washington
Residing at: 3510 Brandview St
My appointment expires: 5.27.26

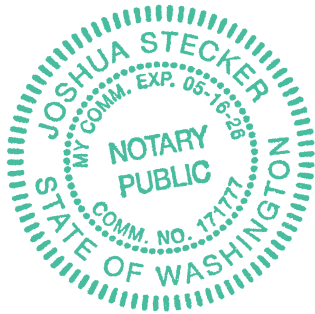
HARBOR HILL MAINTENANCE ASSOCIATION NO. 2

By: [Signature]
Its: Member
Date: 11-10-25

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Jon Rose is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the member of Harbor Hill Maintenance Association No. 2 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/10/25



[Signature]
Printed: Josh Stecker
NOTARY PUBLIC in and for Washington
Residing at: Gig Harbor
My appointment expires: 5/16/26

HARBOR HILL LLC

By: _____

Its: _____

Date: _____

[Signature]
Vice President
11-10-25

STATE OF WASHINGTON)

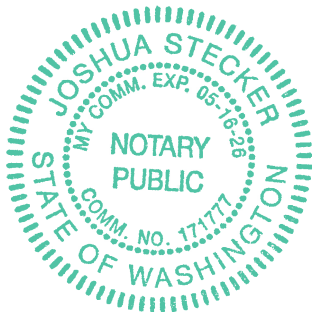
) ss.

COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Jon Rose is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the Vice President of Harbor Hill LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

11/10/25



Printed: _____

NOTARY PUBLIC in and for Washington

Residing at: _____

My appointment expires: _____

[Signature]

Joshua Stecker

Gig Harbor

5/18/28

CITY OF GIG HARBOR

By: _____
Its: Mayor
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBITS:

- A - Legal Description of Village Center Property, School District Property, Association Property, and Church Property
- B - Drawing (Showing Village Center Property, School District Property, Association Property, Church Property, the Road, Current Easement Area, Revised Easement Area, and Village Center Road Encroachment Area)
- C - Legal Description of Revised Easement Area

EXHIBIT A

**Legal Description of Village Center Property, School District Property,
Church Property, and Association Property**

Exhibit A-1: Village Center Property:

PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED MARCH 15, 2013 UNDER
RECORDING NO. 201303155004, IN PIERCE COUNTY, WASHINGTON.

Exhibit A-2: School District Property:

PARCEL A:

THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE
BUSINESS PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED
IN PIERCE COUNTY, WASHINGTON UNDER RECORDING NO. 200710195003 FURTHER
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO
HARBOR HILL DRIVE;

THENCE NORTH 1°10'47" EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL
DRIVE 514.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°10'47" EAST ALONG THE EASTERLY MARGIN OF
HARBOR HILL DRIVE 428.04 FEET TO THE NORTHERLY BOUNDARY OF THE
PARCEL;

THENCE SOUTH 88°15'35" EAST ALONG THE NORTHERLY BOUNDARY 585.60 FEET
to THE EASTERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH 05°02'54" WEST 12.02 FEET;

THENCE SOUTH 27°57'14" WEST 112.58 FEET;

THENCE SOUTH 01°33'50" EAST 199.54 FEET;

THENCE SOUTH 00°23'25" WEST, 110.52 FEET TO THE SOUTHERLY BOUNDARY OF
THE PARCEL;

THENCE NORTH 88°49'13" WEST, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF
THIS DESCRIPTION.

(ALSO KNOWN AS LOT 4 PARCEL B OF RECORD OF SURVEY RECORDED UNDER
RECORDING NO 200805135014).

PARCEL B:

LOT 5, BUSINESS PARK AT HARBOR HILL, ACCORDING TO THE PLAT THEREOF ON
FILE UNDER RECORDING NO. 200605235007 RECORDS OF PIERCE COUNTY,
WASHINGTON.

EXCEPT THE SOUTH 113.00 FEET THEREOF.

(WHICH WAS FORMERLY KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200710195003).

ALSO EXCEPT THE NORTH 180.00 FEET THEREOF.

(ALSO KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 201303155004).

Exhibit A-3: Church Property:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR HILL DRIVE;

THENCE NORTH 01°10'47" EAST 514.00 FEET;

THENCE SOUTH 88°49'33" EAST 545.12 FEET TO THE EAST LINE BOUNDARY OF THE PARCEL;

THENCE SOUTH 00°23'25" WEST 166.04 FEET;

THENCE SOUTH 14°58'51" WEST 189.59 FEET;

THENCE SOUTH 14°21'47" WEST 80.49 FEET;

THENCE SOUTH 07°08'30" EAST 72.31 FEET;

THENCE SOUTH 30°59'20" EAST 22.32 FEET TO THE SOUTHERLY BOUNDARY OF THE PARCEL;

THENCE NORTH 88°15'35" WEST 506.20 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND THE BEGINNING OF THIS DESCRIPTION.

Exhibit A-4: Association Property:

TRACT B OF THE PLAT OF BUSINESS PARK AT HARBOR HILL, PIERCE COUNTY AUDITOR'S FILE NO. 200605235007.

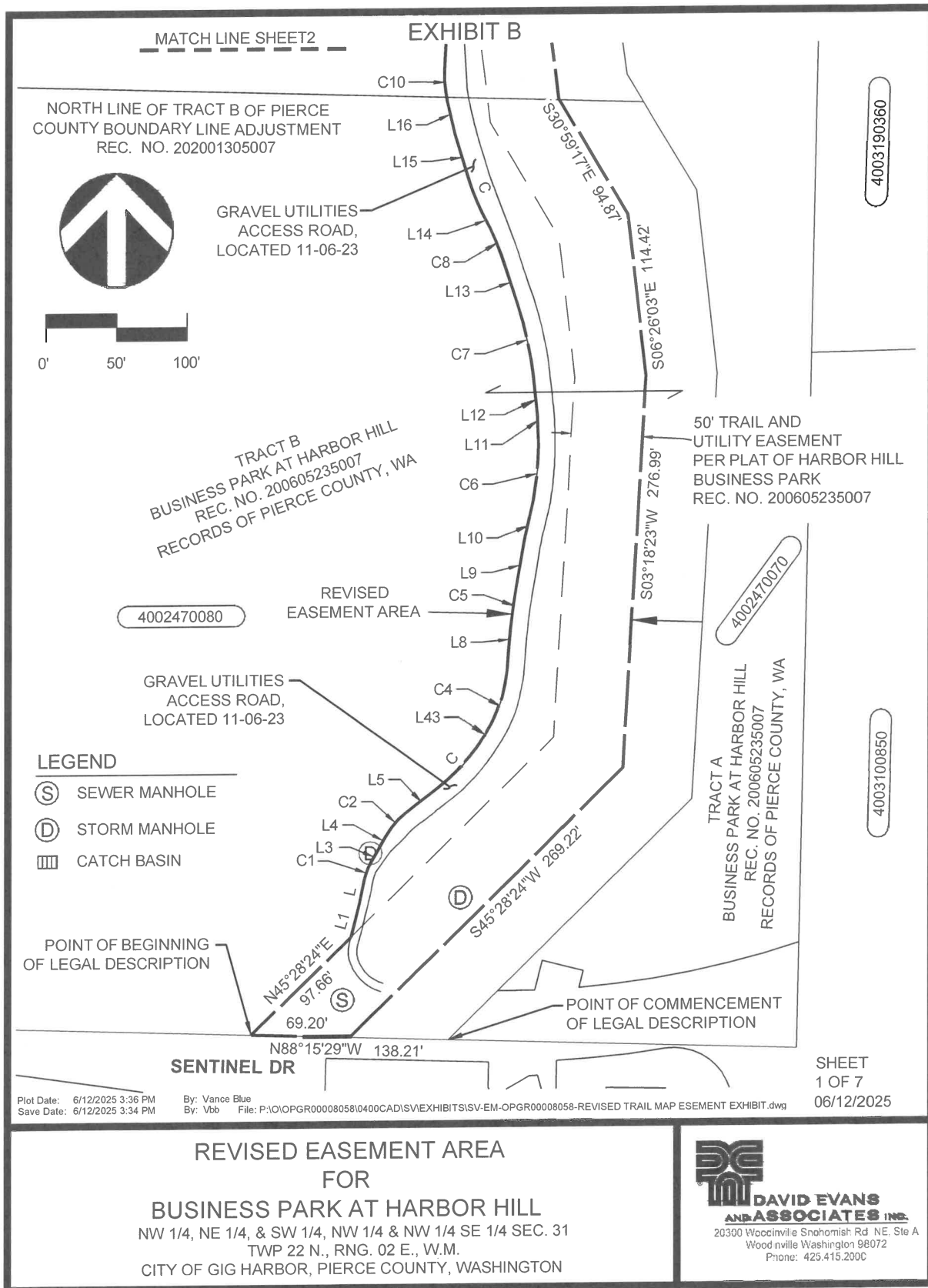
ALL OF THE ABOVE-DESCRIBED REAL PROPERTY BEING SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

Drawing

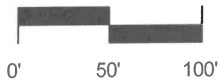
(Showing Village Center Property, School District Property, Association Property, Church Property, the Road, Current Easement Area, Revised Easement Area, and Village Center Road Encroachment Area)

(See attached pages.)



MATCH LINE SHEET 3

EXHIBIT B



PARCEL A
PIERCE COUNTY
BLA PL-BLA-19-0001
REC. NO. 202001305007

SOUTH LINE OF PARCEL A OF PIERCE
COUNTY BOUNDARY LINE ADJUSTMENT
REC. NO. 202001305007

50' TRAIL AND
UTILITY EASEMENT
PER PLAT OF HARBOR
HILL BUSINESS PARK
REC. NO. 200605235007
RECORDS OF PIERCE COUNTY, WA

LOT 4
BUSINESS PARK AT HARBOR HILL
REC. NO. 200605235007
RECORDS OF PIERCE COUNTY, WA

GRAVEL UTILITIES
ACCESS ROAD,
LOCATED 11-06-23

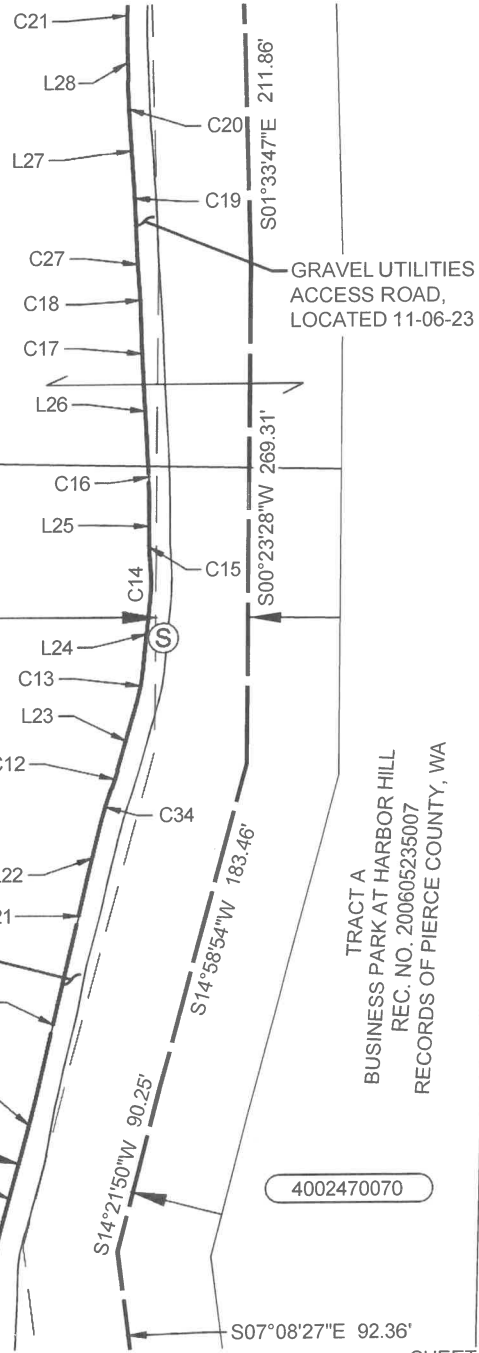
4002470041

REVISED
EASEMENT AREA

LEGEND

- (S) SEWER MANHOLE
- (D) STORM MANHOLE
- ▨ CATCH BASIN

MATCH LINE SHEET 1



SHEET
2 OF 7
06/12/2025

Plot Date: 6/12/2025 3:36 PM
Save Date: 6/12/2025 3:34 PM

By: Vance Blue
By: Vbb File: P:\O\OPGR00008058\0400CAD\SV\EXHIBITS\SV-EM-OPGR00008058-REVISED TRAIL MAP ESEMENT EXHIBIT.dwg

REVISED EASEMENT AREA FOR

BUSINESS PARK AT HARBOR HILL
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

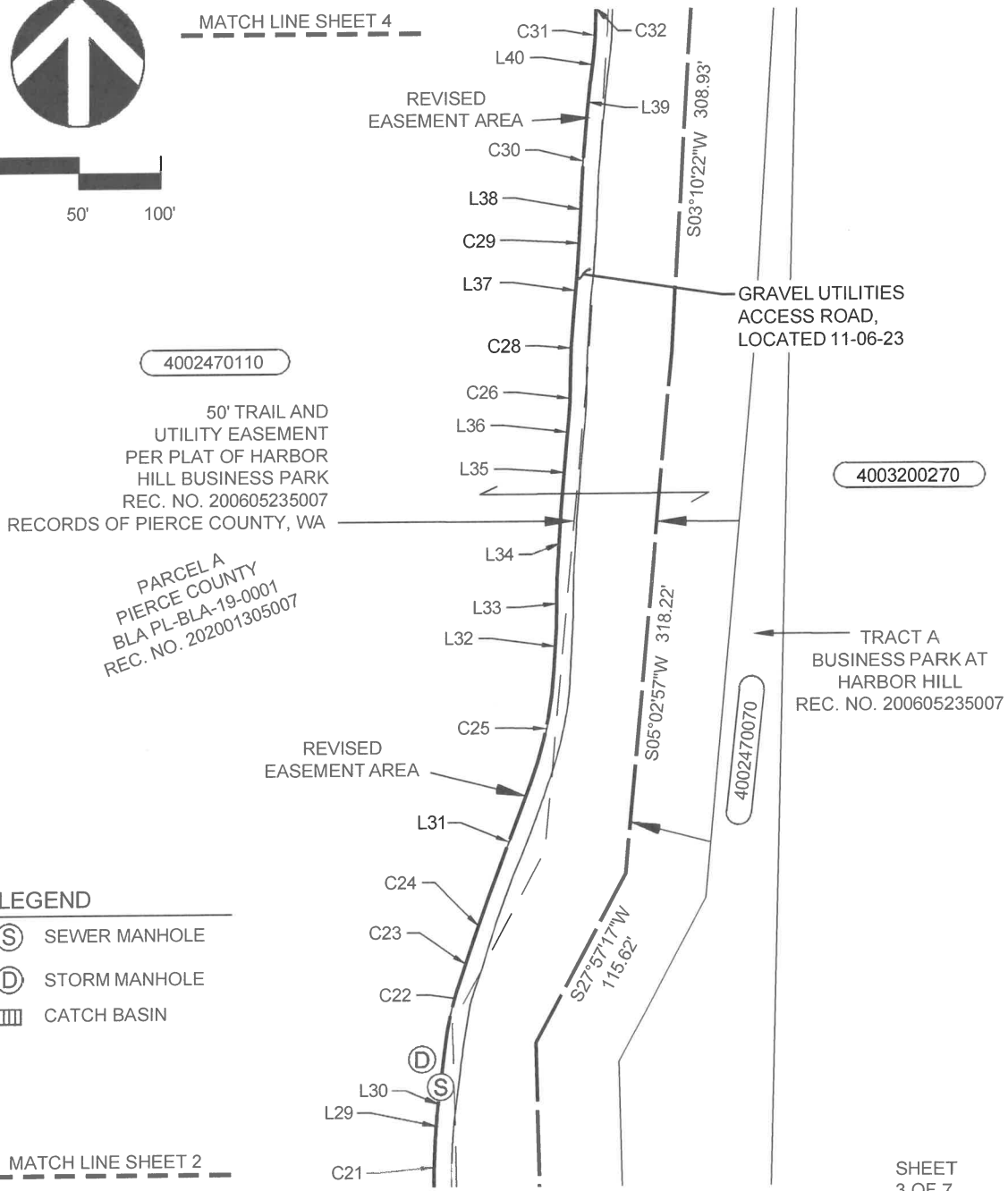


DAVID EVANS
AND ASSOCIATES INC.
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT B



MATCH LINE SHEET 4



LEGEND

- (S) SEWER MANHOLE
- (D) STORM MANHOLE
- ▤ CATCH BASIN

MATCH LINE SHEET 2

Plot Date: 6/12/2025 3:36 PM
Save Date: 6/12/2025 3:34 PM

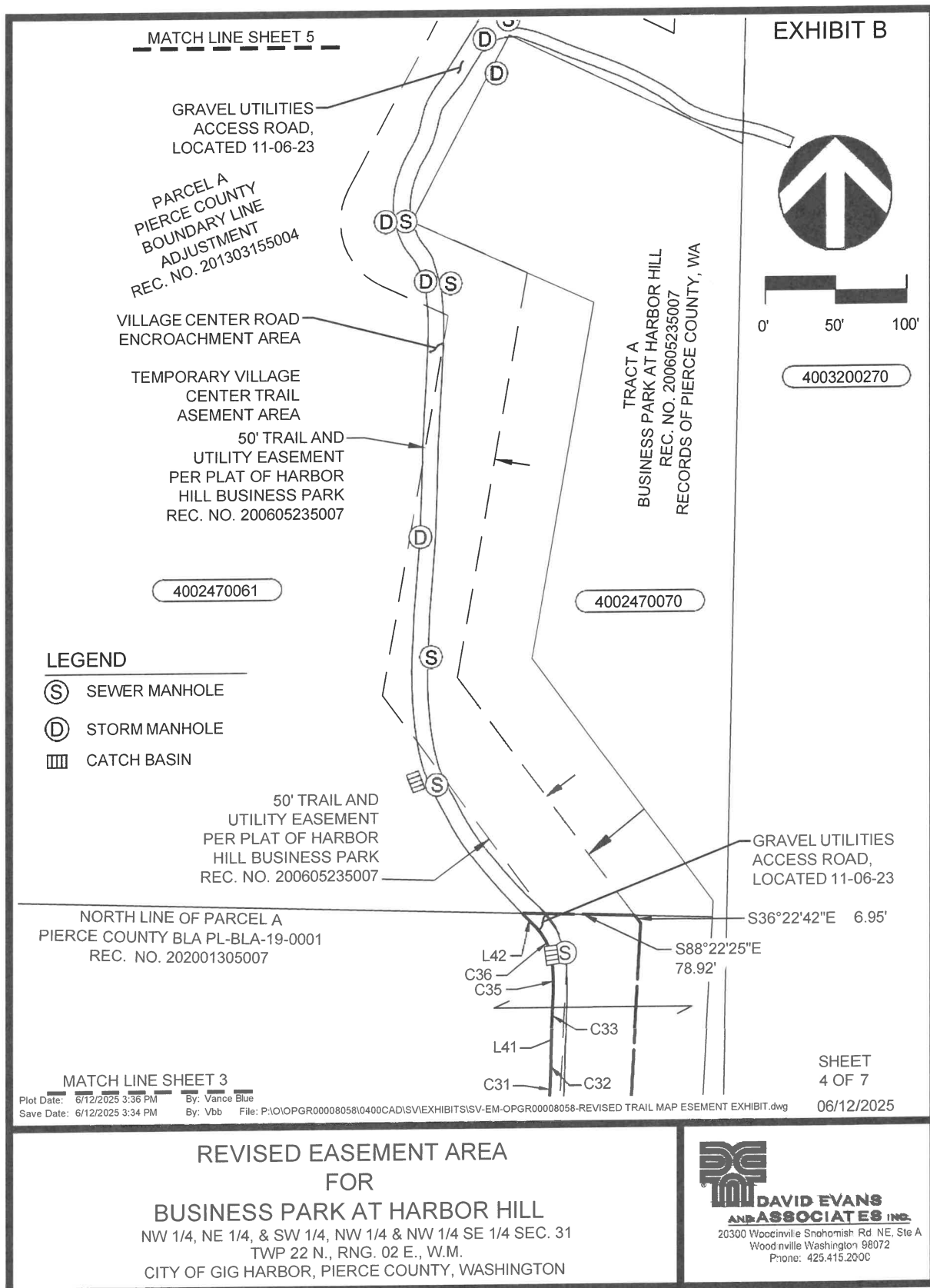
By: Vance Blue
By: Vbb File: P:\O\OPGR00008058\0400CAD\S\EXHIBITS\S\V-EM-OPGR00008058-REVISED TRAIL MAP ESEMENT EXHIBIT.dwg

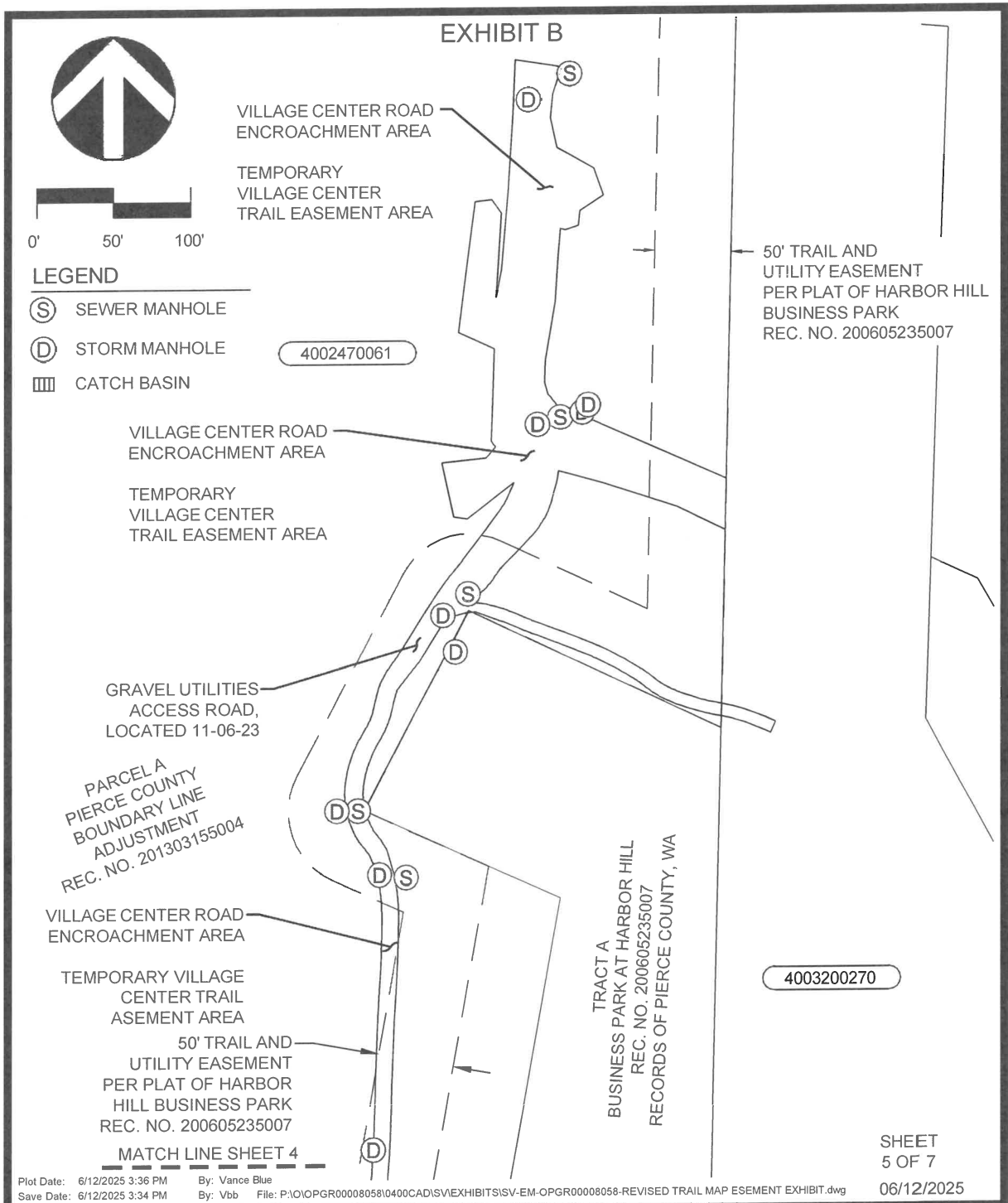
SHEET
3 OF 7
06/12/2025

REVISED EASEMENT AREA
FOR
BUSINESS PARK AT HARBOR HILL
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES, INC.**
20300 Woodinville Snohomish Rd. NE, Ste A
Wood nville Washington 98072
Phone: 425.415.2000





**REVISED EASEMENT AREA
FOR
BUSINESS PARK AT HARBOR HILL**

NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

**DAVID EVANS
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT B

Line Table			Line Table		
Line	Bearing	Length	Line	Bearing	Length
L1	N14° 19' 40"E	24.56	L28	N02° 04' 07"W	15.10
L2	N11° 56' 39"E	18.00	L29	N03° 59' 33"E	18.22
L3	N30° 07' 47"E	10.75	L30	N06° 41' 02"E	35.63
L4	N28° 43' 16"E	10.25	L31	N20° 15' 34"E	74.35
L5	N52° 16' 22"E	28.89	L32	N03° 05' 00"E	25.78
L8	N05° 26' 35"E	14.10	L33	N01° 11' 14"E	31.88
L9	N09° 30' 08"E	33.79	L34	N03° 16' 44"E	38.75
L10	N13° 28' 53"E	16.95	L35	N04° 34' 20"E	39.65
L11	N02° 56' 42"W	7.49	L36	N05° 24' 26"E	15.52
L12	N06° 06' 52"W	29.13	L37	N05° 01' 33"E	22.28
L13	N18° 21' 10"W	36.83	L38	N02° 06' 24"E	5.07
L14	N26° 56' 05"W	12.33	L39	N05° 35' 54"E	23.20
L15	N17° 15' 47"W	34.13	L40	N06° 43' 08"E	14.41
L16	N12° 28' 04"W	22.21	L41	N01° 47' 01"E	23.57
L17	N02° 11' 19"E	60.40	L42	N43° 23' 57"W	14.19
L18	N15° 08' 22"E	44.12	L43	N32° 17' 28"E	1.79
L19	N14° 13' 29"E	33.14			
L20	N13° 02' 22"E	75.92			
L21	N13° 00' 23"E	45.17			
L22	N13° 29' 45"E	22.77			
L23	N15° 58' 55"E	37.67			
L24	N05° 45' 26"E	37.39			
L25	N00° 10' 09"E	6.17			
L26	N03° 21' 00"W	24.30			
L27	N04° 16' 38"W	10.83			

SHEET
6 OF 7
06/12/2025

Plot Date: 6/12/2025 3:36 PM
Save Date: 6/12/2025 3:34 PM

By: Vance Blue
By: Vbb File: P:\O\OPGR00008058\0400CAD\SV\EXHIBITS\SV-EM-OPGR00008058-REVISED TRAIL MAP ESEMENT EXHIBIT.dwg

**REVISED EASEMENT AREA
FOR
BUSINESS PARK AT HARBOR HILL**
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT B

Curve Table				Curve Table			
Curve #	Delta	Radius	Length	Curve #	Delta	Radius	Length
C1	18°30'35"	40.00	12.92	C21	6°03'39"	345.00	36.50
C2	23°33'06"	50.00	20.55	C22	12°58'54"	225.00	50.98
C3	19°58'53"	140.00	48.82	C23	2°37'45"	180.00	8.26
C4	27°20'01"	100.85	48.11	C24	3°13'23"	650.00	36.56
C5	4°03'33"	430.00	30.46	C25	17°10'35"	240.00	71.95
C6	16°25'35"	220.00	63.07	C26	5°14'48"	250.00	22.89
C7	12°14'18"	240.00	51.26	C27	2°56'33"	485.00	24.91
C8	8°34'54"	140.00	20.97	C28	4°51'55"	500.00	42.46
C9	9°40'18"	150.00	25.32	C29	2°55'09"	750.00	38.21
C10	14°39'23"	90.00	23.02	C30	3°29'30"	850.00	51.80
C11	12°57'04"	90.00	20.34	C31	6°28'32"	220.00	24.86
C12	3°04'59"	200.00	10.76	C32	1°32'26"	375.00	10.08
C13	10°13'29"	100.00	17.85	C33	1°56'58"	395.00	13.44
C14	10°28'46"	110.00	20.12	C34	5°34'09"	290.00	28.19
C15	4°53'29"	210.00	17.93	C35	7°42'31"	224.44	30.20
C16	3°31'08"	750.00	46.06	C36	39°25'25"	42.00	28.90
C17	1°44'43"	1417.00	43.16				
C18	3°28'17"	217.62	13.18				
C19	2°08'37"	1150.00	43.02				
C20	2°12'31"	850.00	32.77				

SHEET
7 OF 7
06/12/2025

Plot Date: 6/12/2025 3:36 PM
Save Date: 6/12/2025 3:34 PM

By: Vance Blue
By: Vbb File: P:\O\OPGR00008058\0400CAD\SV\EXHIBITS\SV-EM-OPGR00008058-REVISED TRAIL MAP ESEMENT EXHIBIT.dwg

**REVISED EASEMENT AREA
FOR
BUSINESS PARK AT HARBOR HILL**
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT C
REVISED TRAIL AND UTILITY EASEMENT

An easement for public pedestrian access and utilities over under and across the southerly 6.1787 Acres of Lot 4 of Business Park At Harbor Hill, recorded under recording number 200605235007, per BLA 200710195003, that portion of Parcel A of BLA 202001305007, Parcel B of BLA 201303155004, and Tract B of Plat of Harbor Hill Business Park as recorded under recording number 200605235007, records of Pierce County, Washington, being more particularly described as follows:

Commencing at the southeast corner of said Tract B, thence North 88°15'29" West along the south line thereof a distance of 138.21 feet to the west line of the 50 Foot Trail & Utility Easement shown on the Business Park At Harbor Hill, recorded under Recording Number 200605235007, and the Point of Beginning;

Thence North 45°28'24" East along said west line a distance of 97.66 feet;

Thence North 14°19'40" East a distance of 24.56 feet;

Thence North 11°56'39" East a distance of 18.00 feet to the beginning of a curve to the right having a radius of 40.00 feet; thence along the arc of said curve through a central angle of 18°30'35" and an arc length of 12.92 feet; thence North 30°07'47" East a distance of 10.75 feet; thence North 28°43'16" East a distance of 10.25 feet to the beginning of a curve to the right having a radius of 50.00 feet; thence Northeasterly along the arc of said curve through a central angle of 23°33'06" and an arc length of 20.55 feet; thence North 52°16'22" East a distance of 28.89 feet to the beginning of a curve to the left having a radius of 140.00 feet; thence Northeasterly along the arc of said curve through a central angle of 19°58'53" and an arc length of 48.82 feet; thence North 32°17'28" East a distance of 1.79 feet to the beginning of a curve to the left having a radius of 100.85 feet; thence Northerly along the arc of said curve through a central angle of 27°20'01" and an arc length of 48.11 feet; thence North 4°29'50" East a distance of 14.22 feet; thence North 5°26'35" East a distance of 14.10 feet to the beginning of a curve to the right having a radius of 430.00 feet; thence northerly along the arc of said curve through a central angle of 4°03'33" and an arc length of 30.46 feet; thence North 9°30'08" East a distance of 33.79 feet; thence North 13°28'53" East a distance of 16.95 feet to the beginning of a curve to the left having a radius of 220.00 feet; thence northerly along the arc of said curve through a central angle of 16°25'35" and an arc length of 63.07 feet; thence North 2°56'42" West a distance of 7.49 feet; thence North 6°06'52" West a distance of 29.13 feet to the beginning of a curve to the left having a radius of 240.00 feet; thence Northwesterly along the arc of said curve through a central angle of 12°14'18" and an arc length of 51.26 feet; thence North 18°21'10" West a distance of 36.83 feet to the beginning of a curve to the left having a radius of 140.00 feet; thence Northwesterly along the arc of said curve through a central angle of 8°34'54" and an arc length of 20.97 feet; thence North 26°56'05" West a distance of 12.33 feet to the beginning of a curve to the right having a radius of 150.00 feet; thence northerly along the arc of said curve through a central angle of 9°40'18" and an arc length of 25.32 feet; thence North 17°15'47" West a distance of 34.13 feet; thence North 12°28'04" West a distance of 22.21 feet to the beginning of a curve to the right having a radius of 90.00 feet; thence Northerly along the arc of said curve through a central angle of 14°39'23" and an arc length of 23.02 feet; thence North 2°11'19" East a distance of 60.40 feet to the beginning of a curve to the right having a radius of 90.00 feet; thence Northeasterly along the arc of said curve through a central angle of 12°57'04" and an arc length of 20.34 feet; thence North 15°08'22" East a distance of 44.12 feet; thence North 14°13'29" East a distance of 33.14 feet; thence North 13°02'22" East a distance of 75.92 feet; thence North 13°00'23" East a distance of 45.17 feet; thence North 13°29'45" East a distance of 22.77 feet to the beginning of a curve to the right having a radius of 290.00 feet; thence Northerly along the arc of said curve through a central angle of 5°34'09" and an arc length of 28.19 feet to the beginning of a curve to the left having a radius of 200.00 feet; thence Northerly along the arc of said curve through a central angle of 3°04'59" and an arc length 10.76 feet; thence North 15°58'55" East a distance of 37.67 feet to the beginning of a curve to the left having a radius of 100.00 feet; thence

Northerly along the arc of said curve through a central angle of 10°13'29" and an arc length of 17.85 feet; thence North 5°45'26" East a distance of 37.39 feet to the beginning of a curve to the left having a radius of 110.00 feet; thence northerly along the arc of said curve through a central angle of 10°28'46" and an arc length of 20.12 feet to the beginning of a curve to the right having a radius of 210.00 feet; thence northerly along the arc of said curve through a central angle of 4°53'29" and an arc length of 17.93 feet; thence North 0°10'09" East a distance of 6.17 feet to the beginning of a curve to the left having a radius of 750.00 feet; thence northerly along the arc of said curve through a central angle of 3°31'08" and an arc length of 46.06 feet; thence North 3°21'00" West a distance of 24.30 feet to the beginning of a curve to the right having a radius of 1,417.00 feet; thence Northerly along the arc of said curve through a central angle of 1°44'43" and an arc length of 43.16 feet to the beginning of a curve to the left having a radius of 217.62 feet; thence Northerly along the arc of said curve through the central angle of 3°28'17" and an arc length of 13.18 feet to the beginning of a curve to the right having a radius of 485.00 feet; thence northerly along the arc of said curve through a central angle of 2°56'33" and an arc length of 24.91 feet to the beginning of a curve to the left having a radius of 1150.00 feet; thence Northerly along the arc of said curve through a central angle of 2°08'37" and an arc length of 43.02 feet; thence North 4°16'38" West a distance of 10.83 feet to the beginning of a curve to the right having a radius of 850.00 feet; thence northerly along the arc of said curve through a central angle of 2°12'31" and an arc length of 32.77 feet; thence North 2°04'07" West a distance of 15.10 feet to the beginning of a curve to the right having a radius of 345.00 feet; thence Northerly along the arc of said curve through a central angle of 6°03'39" and an arc length of 36.50 feet; thence North 3°59'33" East a distance of 18.22 feet; thence North 6°41'02" East a distance of 35.63 feet to the beginning of a curve to the right having a radius of 225.00 feet; thence Northerly along the arc of said curve through a central angle of 12°58'54" and an arc length of 50.98 feet to the beginning of a curve to the left having a radius of 180.00 feet; thence northerly along the arc of said curve through a central angle of 2°37'45" and an arc length of 8.26 feet to the beginning of a curve to the right having a radius of 650.00 feet; thence Northerly along the arc of said curve through a central angle of 3°13'23" and an arc length of 36.56 feet; thence North 20°15'34" East a distance of 74.35 feet to the beginning of a curve to the left having a radius of 240.00 feet; thence Northerly along the arc of said curve through a central angle of 17°10'35" and an arc length of 71.95 feet; thence North 03°05'00" East a distance of 25.78 feet; thence North 1°11'14" East a distance of 31.88 feet; thence North 3°16'44" East a distance of 38.75 feet; thence North 4°34'20" East a distance of 39.65 feet; thence North 5°24'26" East a distance of 15.52 feet to the beginning of a curve to the left having a radius of 250.00 feet; thence Northerly along the arc of said curve through a central angle of 5°14'48" and an arc length of 22.89 feet to the beginning of a curve to the right having a radius of 500.00 feet; thence Northerly along the arc of said curve through a central angle of 4°51'55" and an arc length of 42.46 feet; thence North 5°01'33" East a distance of 22.28 feet to the beginning of a curve to the left having a radius of 750.00 feet; thence Northerly along the arc of said curve through a central angle of 2°55'09" and an arc length of 38.21 feet; thence North 2°06'24" East a distance of 5.07 feet to the beginning of a curve to the right having a radius of 850.00 feet; thence Northerly along the arc of said curve through a central angle of 3°29'30" and an arc length of 51.80 feet; thence North 5°35'54" East a distance of 23.20 feet; thence North 6°43'08" East a distance of 14.41 feet to the beginning of a curve to the left having a radius of 220.00 feet; thence Northerly along the arc of said curve through a central angle of 6°28'32" and an arc length of 24.86 feet to the beginning of a curve to the right having a radius of 375.00 feet; thence Northerly along the arc of said curve through a central angle of 1°32'26" and an arc length of 10.08 feet; thence North 1°47'01" East a distance of 23.57 feet to the beginning of a curve to the right having a radius of 395.00 feet; thence Northerly along the arc of said curve through a central angle of 1°56'58" and an arc length of 13.44 feet to the beginning of a curve to the left having a radius of 224.44 feet; thence Northerly along the arc of said curve through a central angle of 7°42'31" and an arc length of 30.20 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence Northwesterly along the arc of said curve through a central angle of 39°25'25" and an arc length of 28.90 feet; thence North 43°23'57" West a distance of feet to the north line of said Parcel A; thence South 88°22'25" East along said line a distance of 78.92 feet to the east lie of the 50' Trail &

Utility Easement as shown on the aforementioned Business Park at Harbor Hill; thence continuing along said line the following courses:

Thence South 36°22'42" East a distance of 6.95 feet;
Thence South 3°10'22" West a distance of 308.93 feet;
Thence South 5°02'57" West a distance of 318.22 feet;
Thence South 27°57'17" West a distance of 115.62 feet;
Thence South 1°33'47" East a distance of 211.86 feet;
Thence South 0°23'28" West a distance of 269.31 feet;
Thence South 14°58'54" West a distance of 183.46 feet;
Thence South 14°21'50" West a distance of 90.25 feet;
Thence South 7°08'27" East a distance of 92.36 feet;
Thence South 30°59'17" East a distance of 94.87 feet;
Thence South 6°26'03" East a distance of 114.42 feet;
Thence South 3°18'23" West a distance of 276.99 feet;
Thence South 45°28'24" West a distance of 269.22 feet to the south line of said Tract B
Thence North 88°15'29" West a distance of 69.20 feet to the Point Of Beginning.

Containing approximately 155,992 Square Feet or 3.58 acres.



11/21/2024



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

Meeting Date: December 8, 2025

SUBJECT: Shore Acres Water Company Purchase and Sale Agreement

SUBMITTED BY: Public Works Director Jeff Langhelm, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: Move to approve the Shore Acres Water Company Purchase and Sale Agreement and authorize the mayor to sign the related agreements and closing documents.

BACKGROUND INFORMATION: The Shore Acres Water Company's water system (see attached service area map) was established in 1946 and used a single well source to provide drinking water to the Shore Acres community. Eventually, their well source slowed production and in the late 1970s or early 1980s the city agreed to provide SAWC city water as a wholesale customer. The SAWC Board continues to operate the water system and its approximately 236 active water connections through volunteer efforts and with professional management support from the Peninsula Light Company.

About a decade ago SAWC approached the city requesting the city take over ownership, operations, and maintenance of their water system. The city responded to this request with a list of deficiencies in the SAWC water system as perceived by the city. SAWC indicated they would make improvements then return to the city.

In 2023, SAWC returned to the city to again request the city take over their water system. The city requested SAWC summarize the improvements completed since the city last considered this request. After a few meetings, SAWC decided to engage with Washington Water Company, a privately owned water operator based in California, to transfer ownership, operations, and maintenance of the water system.

On April 25, 2025, Public Works met with a representative of the SAWC Board to review the details of how the SAWC water system transfer to Washington Water is proceeding and how the existing agreement between the city and SAWC may be impacted. During the April 25 meeting, SAWC acknowledged the board would still prefer to transfer the water system to the city instead of Washington Water so as to retain local representation and ownership, and other reasons.

At the May 1 council study session, staff presented options for consideration and City Council supported the city proceed with a purchase and sale agreement (PSA) with SAWC. After preparing with a PSA, city staff held a meeting on August 13 for SAWC customers to present the draft agreement and answer questions.

The SAWC board then conducted a vote of their members to approve or reject the PSA. At the conclusion of the October 1 voting period, the overwhelming majority of members approved the PSA. The SWAC board authorized signature of the PSA on

October 10.

The city and SAWC have now gathered all necessary information and exhibits for the PSA, which is presented in the final attached version. Staff is recommending approval of this PSA.

The formal transfer of service from SAWC to the city is dependent on the timing of completing necessary processes with the Washington State Department of Health and the Pierce County Coordinated Water System Plan. These processes will likely be completed by summer 2026.

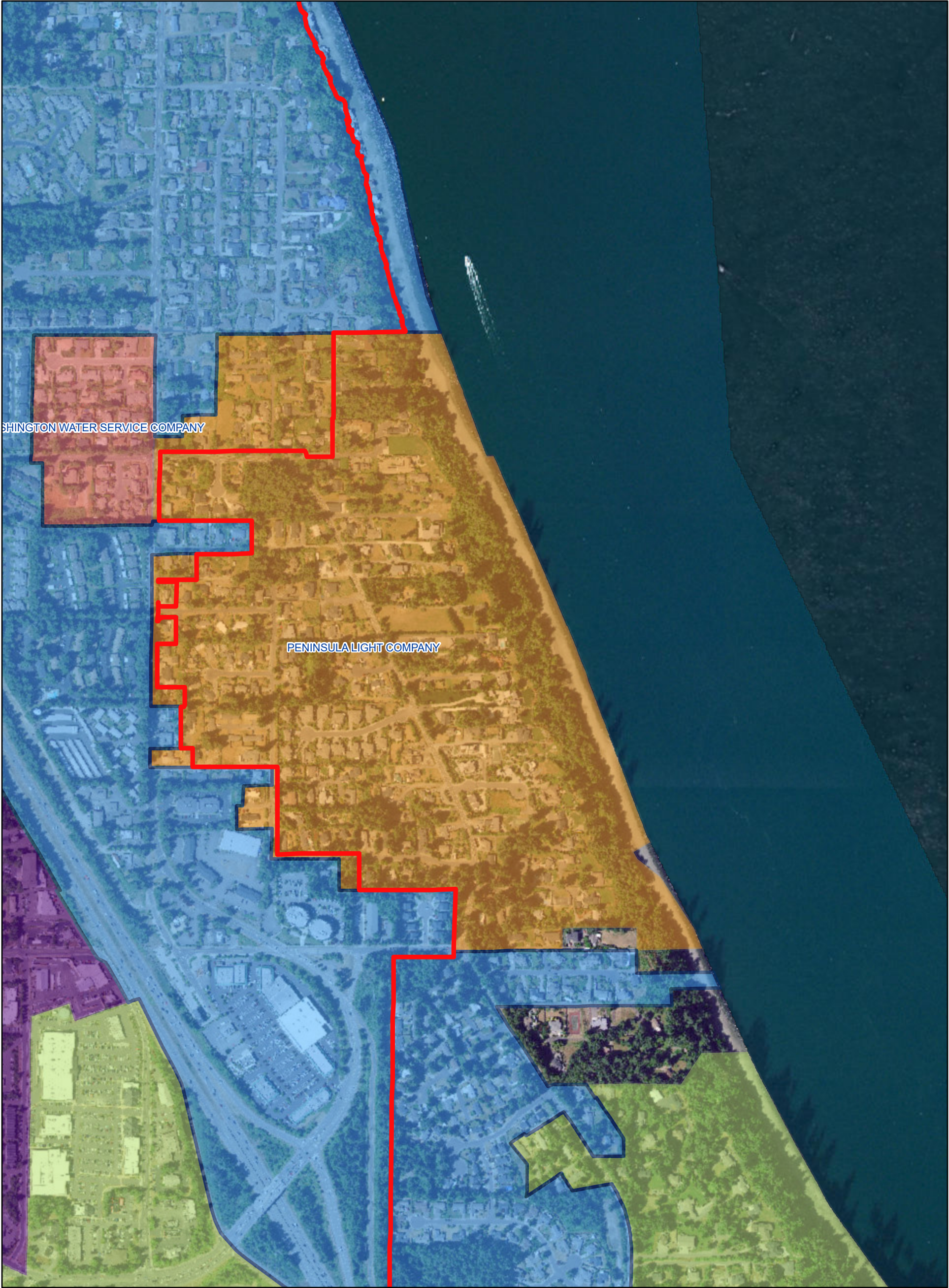
FISCAL CONSIDERATION: The proposed agreement is expected to have a slight increase in water department revenues due to the addition of water utility base fees. This increase is anticipated to offset the increase in expenditures by the city to operate and maintain the existing SAWC service area.

ATTACHMENTS:

1. Shore Acres Water Service Area Map
 2. Gig Harbor - SAWS Agreement for Purchase and Sale of Water System Property - FINAL 4932-8365-2988.2
-

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

Shore Acres (aka Peninsula Light) Water System Service Area



4/29/2025, 11:27:56 AM

GH Peninsula Purveyor Management Agencies

- GIG HARBOR WATER DEPT
- WASHINGTON WATER SERVICE COMPANY
- PENINSULA LIGHT COMPANY
- RAINIER VIEW WATER COMPANY
- STROH S WATER COMPANY INC

00.050.10.2mi

00.10.20.4km

Imagery © 2023 Hexagon and data partners.
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, ©

**AGREEMENT FOR PURCHASE AND SALE
OF WATER SYSTEM FACILITIES AND
PERSONAL PROPERTY OF
SHORE ACRES WATER COMPANY**

This Agreement ("Agreement") is entered into by and between **SHORE ACRES WATER COMPANY**, a Washington non-profit corporation ("Seller" or "SAWC"), and the **CITY OF GIG HARBOR**, a Washington municipal corporation ("Purchaser" or "City") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

RECITALS

A. Seller owns a water system (DOH ID #784554) serving the area located west and adjacent to the City in Pierce County, Washington, described on **Exhibit "J"**. The water system presently serves 235 residential units or equivalent residential units ("ERUs"). The water system consists of distribution water lines, fire hydrants, and other water services including, but not limited to, water meters (the "**Water System**"). The Water System includes certain easements, personal property and intangible property used in connection with the Water System.

B. Seller desires to sell to Purchaser and Purchaser desires to purchase the Water System from Seller as further described herein in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. **Sale of Assets.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser hereby agrees to purchase and accept all of Seller's assets, as more specifically described below (collectively referred to herein as the "**Property**"), which are part of the Water System, except as expressly provided herein. If any Asset described below requires formal action to assign, transfer, or amend to account for this sale shall be undertaken without delay and completed as soon as is feasible following execution of this agreement.

1.1 **Real Property.** None.

1.2 **Facilities.** All water system facilities now existing or in the process of construction as described on the **List of Facilities** and the **Water System Depiction** attached hereto as **Exhibit "B"**.

1.3 **Personal Property.** All plans, engineering reports, drawings, maps and records listed on the **List of Personal Property** attached hereto as **Exhibit "C"**.

1.4 **Contract Rights and Intangibles.** To the extent transferable by the Seller, all contract rights held by Seller, specifically including without limitation all franchises authorizing the installation and operation of the Water System within any public rights-of-way; all warranties or guarantees connected with the construction of all or part of the Water System; all permits relating to the ownership or operation of the Water System; and all rights to bill for water provided by Purchaser after Closing, as listed on the **List of Contract Rights and Intangibles** attached hereto, labeled as **Exhibit "D"**.

1.5 **Excluded Property.** Purchaser is not purchasing the real and personal property related to the Water System listed on **Exhibit "E"** attached hereto. Seller represents and warrants that the property listed on **Exhibit "E"** constitutes the only real or personal property owned by Seller that will not be transferred to Purchaser pursuant to this Agreement.

1.6 **Condition of Property.** Purchaser acknowledges that after the due diligence period and at closing, Seller is selling and Purchaser agrees to accept the Property "as is, where is and with all faults" without representation, warranty or covenant (express or implied) except as specifically set forth herein.

2. **Consideration/Purchase Price.** In consideration of Seller's transfer and conveyance of the Property to the Purchaser, the Purchaser's agreement to accept the transfer and conveyance of the Property and extend its water system to provide water service to Seller's present customers as further described in this Agreement, Purchaser shall pay Seller at the time of closing of the purchase and sale of the Property the amount of Ten Dollars and no/100 Cents (\$10.00) and other valuable consideration (the "Sales Price"). The Parties acknowledge and agree that the Sales Price shall be allocated to the Property as follows:

A. Personal Property: \$10.00

3. **Conveyance.** The Property described in Paragraph 1 above shall be conveyed by Seller to Purchaser at Closing by bill of sale, a blanket easement assignment in the forms attached hereto, labeled **Exhibit "G"**, and/or any other instrument that are necessary in Purchaser's reasonable discretion in order to convey said Property.

4. **Due Diligence/Contingencies.**

4.1 **Purchaser's Due Diligence.** The obligation of Purchaser to close this Agreement is subject to the Seller providing the following disclosures and requirements and the Parties obtaining the following approvals and consents set forth in this Paragraph 4.1 conditioned as follows:

4.1.1 Document/Information Disclosure. Seller shall provide to Purchaser the following documents and information within thirty (30) days of the Effective Date of this Agreement ("Disclosure Deadline"):

(A) Current Annual Report filed with Washington Secretary of State;

- (B) A copy of the latest SAWC water system plan;
- (C) Minutes of all SAWC member annual meetings for the past two years;
- (D) A list of current officers and directors of SAWC and their contact information;
- (E) A copy of SAWC's Articles of Incorporation and Bylaws;
- (F) Copies of the SAWC income and expense reports, balance sheets, audits and financial statements, and accounting reports showing the status of all utility accounts for the past two years;
- (G) All agreements affecting any real or personal property owned or leased by SAWC, including without limitation all management agreements, maintenance contracts, facilities agreements, and any instrument evidencing or purporting to grant a security interest in any such property;
- (H) All permits, licenses, authorizations or approvals held by SAWC required for or otherwise related to its current or planned operations; all information relating to expiration, termination, assignment, compliance or renewal of such permits or authorization;
- (I) All SAWC insurance policies for the past two years;
- (J) A list and legal descriptions of all easements, licenses, franchises, leases, deeds and all real or personal property held, owned or leased by SAWC together with copies of all such easements, licenses, franchises, deeds and lease agreements;
- (K) A list of all pending, threatened or potential litigation and/or administrative actions involving SAWC, identifying the parties to each litigation or matter, the nature of the claim or matter, the amount at issue, and provide all documents relating thereto;
- (L) Any operating permits and authorizations affecting SAWC;
- (M) All environmental assessments, investigations, tests and reports relating to the Property;
- (N) All correspondence between SAWC and all governmental entities for the past two years;
- (O) All SAWC utility customer billing records for the past two years;
- (P) A copy of SAWC's current utility service rate schedule;

- (Q) All SAWC federal tax returns for the past two years;
- (R) All maintenance and repair records with respect to the Water System for the past two years; and
- (S) All lending agreements and any other instrument evidencing a monetary debt, payment obligation or liability of SAWC.

4.1.2 Within thirty (30) days of the Disclosure Deadline, Purchaser may in its sole discretion terminate this Agreement without obligation by written notice to Seller. Without prejudice to the foregoing, if such documents or information are not disclosed or provided within the thirty (30) day deadline established by this Paragraph 4.1, Purchaser may, in its sole discretion, terminate this Agreement without obligation by written notice to Seller provided within thirty (30) days of the Disclosure Deadline.

4.1.3 If Seller does not possess or have knowledge of any of the above documents/information as set forth above, after a good faith search of records and reasonable inquiry, then Seller will acknowledge, in writing, when providing said documents/information that, upon its good faith knowledge, information and belief, it does not possess or have knowledge of said documents/information.

4.1.4 Purchaser confirms that review of the disclosed documents/information outlined above, in addition to a meeting between SAWC representatives and the City to review the status of the Water System, may reveal that significant improvements are necessary to bring the water system up to city standards as defined in the City's 2018 Water System Comprehensive Plan and Chapter 13 of the Gig Harbor Municipal Code ("GHMC"). However, the City acknowledges that it is purchasing the water system "as is" for the total price of \$10.00.

4.2 Additional Approvals and Consents. If Purchaser decides to continue with the purchase of the Property following receipt and review of the information and documents provided by the Seller to Purchaser pursuant to Paragraph 4.1.1 above, the closing of the purchase and sale of the Property shall be further conditioned thereafter on the Parties receiving the approvals, consents and performing the obligations provided in this Section 4.2 no later than 60 calendar days from receiving the necessary approvals from Pierce County and the Washington State Department of Health, whichever is later, unless a different deadline is expressly provided below.

4.2.1 Seller and Purchaser shall have conducted an inventory of the Property which shall be jointly planned and conducted by Seller's and Purchaser's agents.

4.2.2 A representative of Seller shall have taken representatives of Purchaser on a comprehensive tour of the Water System and shown Purchaser's representatives the physical location and current method of operation of each major component of the Water System facilities.

4.2.3 Seller shall have delivered to Purchaser a complete list of the names, addresses and service addresses of all persons/entities to whom Seller has contractual

commitments or has otherwise agreed or is legally obligated to provide water service and the status or extent of the water commitment such as residential, recreational or other commitment current as of the date that Seller provides the list to Purchaser.

4.2.4 The Parties have obtained all necessary approvals from public agencies with the jurisdiction to regulate the expansion of Purchaser's water service area to include Seller's water service area, and Purchaser has received assurances from water purveyors that share a boundary with SAWC or the City of Gig Harbor and SAWC that the transfer effected by this Agreement will not create a boundary or service area dispute.

4.2.4.1 Without prejudice to the foregoing, the Parties mutually acknowledge the Pierce County Coordinated Water System Plan (**PCCWSP**), adopted by Pierce County under Ordinance No. 2021-47S, and Pierce County Ordinance Nos. 83-9 and 83-152, declaring Pierce County as a Critical Water Supply Service Area (**PCCWSSA**), attached hereto, labeled as **Exhibit I**. The Closing of the purchase and sale of the Property as addressed in this Agreement is expressly contingent upon prior receipt of all applicable approvals required by the PCCWSP and the PCCWSSA to include the current SAWC water service area within the City's retail water service area. The Parties shall reasonably cooperate in good faith in order to timely secure any and all necessary approvals.

4.2.5 Purchaser shall obtain the approval of the Gig Harbor City Council, which approval may be withheld for any reason in the City Council's sole discretion, to acquire Seller's entire interest in the Property and of this Agreement by appropriate ordinance or resolution.

4.2.6 Prior to approval of the Gig Harbor City Council, Seller shall obtain all approvals and consents required to convey Seller's entire interest in the Property to the Purchaser, including the approval of Seller's membership as required by law and Seller's Articles of Incorporation and Bylaws.

4.2.7 Prior to the Closing Date Purchaser shall have obtained right-of-way franchise rights from Pierce County for a period no less than ten (10) years following the Closing Date, authorizing Purchaser's operation and continued maintenance and installation of the Water System located within Pierce County public rights-of-way. Such grant may take the form of: (i) a renewal of the existing SAWC franchise agreement dated February 18, 2025, and approval of an assignment to Purchaser of all rights thereunder; (ii) an amendment of the existing City of Gig Harbor franchise agreement dated April 2, 2019, extending the term to at least 10 years and expanding the franchise area thereunder to include the SAWC service area; or (iii) any other grant, approval or assurance mutually acceptable to the Parties. The Parties shall reasonably cooperate in good faith in order to timely secure said grant.

4.3 Right to Terminate. Each Party shall have the right, in its sole discretion, to terminate this Agreement without obligation if the actions, approvals and consents set forth in Paragraph 4.2 above have not occurred or been obtained within one hundred and eighty (180) days of the date of this Agreement, provided the Parties may agree to extend the time period for such actions, approvals and consents.

5. Closing.

5.1 Opening of Escrow. Within twenty (20) days after the Date of Mutual

Acceptance of this Agreement, the Parties shall deposit a copy of this Agreement with the escrow department of Ticor Title in Gig Harbor, Washington, or such other escrow company agreed to by the Parties (the "**Escrow Agent**") for the purpose of closing the purchase and sale contemplated by this Agreement. Seller and Purchaser shall deposit with the Escrow Agent all instruments, documents and funds as may be appropriate to enable the Escrow Agent to complete the sale in accordance with the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and any escrow instructions, the terms of this Agreement shall control. Purchaser shall pay all escrow costs or fees.

5.2 **Closing Date.** The purchase and sale contemplated herein shall be closed by the Escrow Agent no later than three hundred and sixty (360) days after the satisfaction or waiver of all of the contingencies set forth in Section 4 above, provided that the Parties may mutually agree to extend the closing date. For purposes of this Agreement, "**Closing Date**" or "**Closing**" shall mean the date upon which each of the documents required to be delivered to the Escrow Agent for recordation has been recorded and each required action is complete.

5.3 **Prorations.** Utilities constituting liens against the Property and taxes and assessments for the Property shall be prorated as of the Closing Date. Payments for water service shall be prorated and handled by Seller and Purchaser outside of escrow and in accordance with the provisions of Paragraph 8.5. The Parties shall also prorate all other items normally adjusted in connection with similar transactions.

5.4 **Closing Costs.** Purchaser shall pay all escrow fees, and the fees for recording the conveyance instruments referred to in Paragraph 3.3 above. Purchaser shall also pay any documentary transfer taxes, excise taxes and sales taxes, if any, arising in connection with the transactions contemplated hereby.

5.5 **Possession.** Purchaser shall be entitled to possession of the Property and to commence operation of the Water System at 6:30 a.m. (PST) on the Closing Date.

5.6 **Obligations of Seller at Closing.** At closing, Seller shall deliver to Purchaser the following duly executed and acknowledged documents where appropriate:

5.6.1 A certified copy of the directors' minutes of Seller authorizing Seller to enter into and execute this Agreement and any documents required hereunder;

5.6.2 The Personal Property and a bill of sale therefore to transfer and convey the Personal Property to Purchaser in the form attached hereto and incorporated herein by this reference;

5.6.3 A duly executed real estate excise tax affidavit;

5.6.4 An Assignment and Assumption of Easements in the form attached hereto and incorporated herein by this reference;

5.6.5 A FIRPTA certificate;

5.6.6 Such assignments and other documents and certificates as Purchaser

may reasonably require in order to fully and completely transfer and assigned to Purchaser all of Seller's right, title and interest to the Property being conveyed to Purchaser;

5.6.7 Any additional documents that Purchaser or the Escrow Agent may reasonably require for the proper completion of the transactions completed by this Agreement.

5.7 **Obligations of Purchaser at Closing.** At closing, Purchaser shall deliver to Seller the following duly executed and acknowledged documents where appropriate:

5.7.1 A certified copy of an ordinance or resolution of the Gig Harbor City Council authorizing Purchaser to enter into and execute this Agreement and any documents required hereunder;

5.7.2 A duly executed real estate excise tax affidavit;

5.7.3 An Assignment and Assumption of Easements in the form attached hereto and incorporated herein by this reference;

5.7.4 Any additional documents that Seller or the Escrow Agent may reasonably require for the proper completion of the transactions contemplated by this Agreement.

6. **Representations and Warranties of Seller.** Seller represents, warrants and covenants to and with Purchaser as follows, which representations and warranties are true as of the date of this Agreement, and shall be true as of the Closing Date:

6.1 **Organization and Authority.** Seller is a Washington non-profit corporation in good standing and has the right, power and authority to enter into this Agreement, to execute all documents and instruments contemplated by this Agreement, to consummate this transaction and to perform all other obligations to be performed by Seller under the terms of this Agreement. The execution, delivery and performance of this Agreement and all agreements, documents and instruments contemplated hereby have been duly authorized by all necessary action on the part of Seller.

6.2 **Title to Assets.** Except as otherwise disclosed to Purchaser in writing, as of the date of this Agreement, Seller has good and marketable title to all of the Property described in Section 1 and included in this transaction. None of the assets which are the subject matter of this Agreement are subject to any mortgage, pledge, lien, conditional sale, title redemption agreement, lease, encumbrance or other claim or charge that will not be discharged at Closing, except the liens, liabilities and encumbrances as disclosed on **Exhibit "F"** attached hereto.

6.3 **Taxes.** All local, state and federal taxes, tax returns and reports (including federal income taxes) to the date of this Agreement have been timely filed, paid or otherwise provided for to the extent such payment or provision for is necessary for Seller to convey the Property pursuant to the terms of this Agreement.

6.4 **Litigation and Legal Compliance.** Except as disclosed in **Exhibit "H"**: (a) there are no judgments against Seller relating to its interest in the Water System; (b) there are

no pending actions, suits or proceedings against Seller relating to its interest in the Water System; and (c) to Seller's Knowledge, there are no threatened actions against Seller by any of Seller's employees, any federal, state or local agency or any private party relating to Seller's interest in the Water System, that, in the case of each of clauses (a), (b) and (c), would affect Seller's right and ability to convey the Property to Purchaser. Whenever used in this Agreement, "Seller's Knowledge" shall mean the knowledge of any member of Seller's Board of Directors and its officers.

6.5 **No Violation.** Neither the execution and delivery of this Agreement; the consummation of the transaction contemplated hereby; nor the performance by Seller of, and compliance by Seller with, any of the provisions of this Agreement will violate any provision of Seller's organizational documents and will not require any consent, approval, order or authorization of, or any registration, qualification, designation or filing with, or any permit from, or any notice to any federal, state or other governmental, regulatory or administrative authority, body or agency other than what is identified in this Agreement in, for example, Section 4.2.4, or disclosed to Purchaser in writing.

6.6 **Condition of Assets/Seller Disclaimer.** The Property is agreed to be "as is, where is and with all faults," and Seller makes no representation or warranty of merchantability and fitness for a particular purpose (whether express or implied) with respect thereto, including as to their physical condition or fitness, subject to the indemnification provisions of Section 10 herein. Purchaser agrees to accept the Property in its condition on Closing "as is, where is and with all faults". Notwithstanding the foregoing, the City reserves the right to implement a capital surcharge for a period of time to bring the system up to city standards at its sole discretion.

6.7 **Information.** All customer lists, meter information and all other documents given or otherwise produced by Seller to Purchaser are true, correct and complete in all material respects to Seller's good faith knowledge, information and belief. Seller's good faith knowledge, information and belief is the knowledge, information and belief of its directors and officers.

6.8 **Conditions and Best Efforts.** Seller will use its best efforts to effectuate the transactions contemplated by this Agreement and will do all reasonable acts as may be required to carry out its obligations hereunder.

7. **Representations and Warranties of Purchaser.** Purchaser represents, warrants and covenants to and with the Seller as follows, all of which representations and warranties are true as of the date of this Agreement, and shall be true as of the Closing Date:

7.1 **Organization and Authority.** Purchaser is a Washington municipal corporation in good standing and has the right, power and authority to enter into this Agreement, to execute all documents and instruments contemplated by this Agreement, to consummate this transaction and to perform all other obligations to be performed by Purchaser under the terms of this Agreement. The execution, delivery and performance of this Agreement and all agreements, documents and instruments contemplated hereby have been duly authorized by all necessary action on the part of Purchaser.

7.2 **No Violation.** Neither the execution and delivery of this Agreement; the

consummation of the transaction contemplated hereby; nor the performance by Purchaser of, and compliance by Purchaser with, any of the provisions of this Agreement will violate any provision of Purchaser's organizational documents and will not require any consent, approval, order or authorization of, or any registration, qualification, designation or filing with, or any permit from, or any notice to any federal, state or other governmental, regulatory or administrative authority, body or agency other than what is identified in this Agreement or disclosed to Seller in writing.

7.3 **Litigation and Legal Compliance.** (a) There are no outstanding judgments against Purchaser; (b) there are no pending, or to Purchaser's knowledge, threatened actions, suits or proceedings against Purchaser; and (c) to Purchaser's knowledge, there are no threatened or potential actions against Purchaser or any of its assets by any of Purchaser's employees, any federal, state or local agency or any private party, that, in the case of each of clauses (a), (b) and (c), could reasonably be expected to result in the issuance of a writ, judgment, decree, injunction or similar order of any governmental or regulatory authority (in each such case whether preliminary or final) restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated hereby or the performance by Purchaser of any of its obligations hereunder. Whenever used in this Agreement, "Purchaser's Knowledge" shall mean the knowledge of any member of Purchaser's governing body, Mayor, and director-level employees.

7.4 **Conditions and Best Efforts.** Purchaser will use its best efforts to effectuate the transactions contemplated by this Agreement and will do all reasonable acts as may be required to carry out its obligations hereunder.

8. **Conduct of Business Pending Closing.** Pending the Closing of the sale contemplated by this Agreement, Seller covenants as follows:

8.1 **Agreement Changes.** Seller shall not make or agree to any changes in Seller's water service agreements, leases or other contracts or agreements relating to the Water System which would materially increase any of the liabilities to be transferred hereunder or materially adversely impair the value of the Water System or the rights contemplated to be transferred hereunder without the prior written approval of Purchaser.

8.2 **New Contracts.** Seller shall not enter into any contract or commitment which would materially increase any of the liabilities to be transferred hereunder or materially adversely impair the value of the Water System or the rights contemplated to be transferred hereunder that is not terminable at will without the prior written approval of Purchaser.

8.3 **Operation and Maintenance.** Seller shall operate, maintain and repair the Water System at Seller's sole expense so that its Property remains materially in the same condition it was in on the Date of Mutual Acceptance of this Agreement, except for ordinary wear and tear. Without the prior written consent of Purchaser, Seller shall not make any material improvements to the Water System or undertake material construction on any part of thereof except for minor emergency repairs or repairs or maintenance conducted in the ordinary course of business and operation of the Water System. Purchaser shall have the right to inspect, and have a representative present during, any material improvement or construction (including, if practicable, emergency repairs) performed between the Date of Mutual Acceptance and the Closing Date.

During the period after execution of this Agreement and until this transaction is closed, Seller will conduct its business in a reasonable and prudent manner in accordance with past practices, to use its best efforts to preserve its existing business and relationships with its customers, suppliers and others, to preserve and protect its properties, and to conduct its business in compliance with all applicable laws and regulations. Seller will not make any material divestitures of assets, excepting agreements entered pursuant to Section 8.2 herein, and will not borrow funds (other than trade debt incurred in the ordinary course of business).

8.4 **Notice of Sale** Pursuant to WAC 246-290-035 the Parties shall give notice of the sale contemplated by this Agreement. SAWC will retain sole responsibility for provision of such notice to SAWC customers. Purchaser is aware and accepts that notice delivery to customers may be less than one (1) year from the date of acceptance of this Agreement.

8.5 **Final Bills.** Within five (5) business days after the Closing Date, Seller shall prepare from meter readings a final billing for the water service provided by Seller until the actual time of transfer of the Property as contemplated hereby ("**Final Bills**"). Seller shall be entitled to any and all proceeds received from such Final Bills and all proceeds received in respect of any other bills relating to the provision of water prior to 4:30 P.M. (PST) on the Closing Date. Purchaser shall be entitled to bill for, and shall receive all proceeds from, all water provided by Purchaser pursuant to its operation of the Water System from and after the time of transfer of the Property as contemplated hereby.

8.6 **Damage to Facilities or Personal Property.** If any of the facilities identified on **Exhibit "B"** or any of the personal property identified on **Exhibit "C"** is materially damaged between the Date of Mutual Acceptance and the Closing Date (other than normal wear and tear and excepting any damage resulting from any action, negligence or misconduct of Purchaser or any of its employees, representatives or agents), Seller shall repair or replace the same at Seller's sole cost and expense; provided, that if the value of such damage is in excess of Fifty Thousand Dollars (\$50,000), either Seller or Purchaser may terminate this Agreement by written notice to the other.

9. **Further Assurances.** At any time and from time to time from the Date of Mutual Acceptance and from and after the Closing, Seller and Purchaser will, at the reasonable request of the other party hereto, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and other documents and perform or cause to be performed such acts and provide such information, as may reasonably be required to evidence and effectuate the sale, conveyance, transfer, assignment and delivery to Purchaser of the Property or for the performance by Seller or Purchaser of any of their respective obligations under this Agreement.

10. **Indemnification.**

10.1 **Indemnification by Seller.** Seller hereby indemnifies, defends and saves Purchaser and its officers, officials, employees agents and representatives harmless from any and all claims, damages or other liabilities, whether absolute, contingent or merely alleged including, but not limited to, reasonable costs and attorney's fees (collectively referred to herein as "Damages"), arising out of or relating to (a) the breach of any covenant, representation or warranty made by Seller in this Agreement or (b) any Damages resulting from or relating in any way to the negligent operation of the Water System or the Property prior to the Closing.

10.1.1 Seller further indemnifies, defends, and saves Purchaser and its officers, officials, employee agents and representatives harmless from any claims, liabilities, or losses arising from bodily injury, disease (including latent diseases such as mesothelioma), or death caused by exposure to asbestos or other hazardous materials present on the Property prior to the Closing Date. This includes claims where Seller had actual knowledge or virtual certainty that such exposure would result in injury or disease but failed to take reasonable protective measures. For the purposes of this indemnity, Seller shall be deemed to have such knowledge where records or employee health information demonstrate prior awareness of asbestos-related risks, or similar. This indemnity is limited to claims relating to hazardous material exposure occurring before the transfer of ownership.

10.2 **Indemnification by Purchaser.** Purchaser hereby indemnifies, defends and saves Seller and its officers, directors, employees, agents and representatives harmless from any and all claims, damages or other liabilities, whether absolute, contingent or merely alleged including, but not limited to, reasonable costs and attorney's fees, arising out of or relating to (a) the breach of any covenant, representation or warranty made by Purchaser in this Agreement or (b) any claim, damage, loss or other liability resulting from or relating in any way to the negligent operation of the Water System or the Property from and after the Closing.

10.3 **Joint Liability.** With respect to claims, damages or other liabilities proximately caused by the joint or concurrent negligence of Seller and Purchaser, the Parties' respective liabilities shall be as determined by the laws of the State of Washington.

10.4 **Survivability.** The provisions of this Section 10 shall survive the expiration, termination or Closing of this Agreement.

11. **Future Operations and Capital Improvements.**

11.1 **Customer Classification and Rates.** In accordance with RCW 35.92.010, Chapter 13.04 of the GHMC and other applicable law, it is the intent of the Parties that, following Closing, Purchaser shall treat the water customers located within the SAWC service area as it existed as of the date of the Effective Date of this Agreement ("**Existing SAWC Customers**") similar to Purchaser's existing customers, including assessing water service rates and charges for the same or substantially similar class of customer and applying water conservation or water use restrictions in the event of water shortages or diminished water supply in a non-discriminatory fashion. Provided, that nothing herein shall limit the City's authority to assess rates for retail water service to fund system operations and maintenance in a manner consistent with applicable state law and the GHMC within and outside the current SAWC service area boundary. The City's represents, and Seller acknowledges, and the City is currently completing a rate study to adjust water rates and the rate structures which includes the consideration of implementing tiered water waters. To the extent applicable, this study will include consideration of any changes to the 2008 Water Service Agreement between the City and SAWC, herein incorporated by this reference and included in **Exhibit "K."**

Retail Water Rates. In accordance with applicable state and local regulations, Existing SAWC Customers shall after the date of Closing be charged rates for water service supplied by Purchaser as either "inside city" or "outside city" depending on the geographic location of the property and the City's corporate boundary. Nothing herein shall be construed as preventing the City from

assessing "outside city" customers based on a rate multiplier for "inside city" retail water customers as established by the City pursuant to GHMC 13.04.030, as such may be amended, until such time that the parcels of such "outside city" customers are annexed into the City.

11.2 **Duty to Serve.** Following Closing, the Purchaser shall have the duty to provide retail water service within the current SAWC water service area pursuant to RCW 43.20.260 and chapter 246-290 WAC.

11.3 **Connection Charges.** The Parties mutually acknowledge that:

11.3.1 Pursuant to Chapter 13.04 GHMC, Existing SAWC Customers shall not, as a result of this Agreement, be subject to assessment for any water system capital improvement charges or other system development or facility charges that would otherwise be assessed for new connections to Purchaser's water system.

11.3.2 Pursuant to Chapter 13.04 GHMC, Existing SAWC Customers are not subject to requirements for new developments under said chapter until such time that a new development or change in use of a facility occurs on the subject property.

12. **Miscellaneous.**

12.1 **Entire Agreement; Modification.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties hereto.

12.2 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to be a waiver of any other provision hereof (whether different or similar), nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.3 **Successors in Interest; Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives and successors of the parties hereto. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party and attempt to do so will be void.

12.4 **FIRPTA Compliance.** The Parties shall comply in all respects with Internal Revenue Code Section 1445 and the regulations issued thereunder (hereinafter referred to as the "Regulations"). Seller is not a "foreign person" (as defined in the Regulations). Seller shall deliver to Purchaser through Escrow Agent no later than Closing a non-foreign certificate provided by Escrow Agent, properly executed and in the form and contents as approved by the Internal Revenue Service.

12.5 **Headings.** Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or of any provision hereof.

12.6 **Governing Law; Jurisdiction.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington. Except with respect to an action commenced by a third party in another jurisdiction, the parties hereto agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be maintained in the Superior Court of Pierce County, State of Washington.

12.7 **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be sent U.S. Certified Mail, Return Receipt Requested, or by facsimile transmission, or by personal service addressed as set forth below:

12.7.1 All notices to be given to Seller shall be

addressed as follows: Shore Acres Water Company
Shore Acres Water Company
Attn: Tim Toerber
PO Box #2431
Gig Harbor, WA 98335

12.7.2 All notices to be given to Purchaser shall be addressed as follows:

City of Gig Harbor
Attn: Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335

Either Party hereto may, by written notice to the other, designate any other address for the giving of notices. All notices shall be deemed given on the day such notice is personally served, on the third day following the date such notice is mailed in accordance with this paragraph, or on the day of the facsimile transmission provided that receipt is confirmed.

12.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 **Severability.** The invalidity or unenforceability of any particular provision, or any part thereof, of this Agreement shall not affect the other provisions hereof, and all such other provisions shall remain in full force and effect as if such invalid or unenforceable provisions were omitted.

12.10 **Attorneys' Fees and Costs; Expenses.** In the event of any conflict, claim or dispute between the Parties arising out of or relating to the subject matter of this Agreement, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbitrators' fees, mediation fees, deposition costs, expert witness fees, accounting expenses and actual attorneys' fees incurred or expended, whether or not arbitration or court proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership

proceeding. Except as otherwise expressly provided herein, whether or not the transaction contemplated hereby are consummated, each Party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby.

12.11 **Status, Rights and Obligations of SAWC Customers.** Upon the Closing, all Existing SAWC Customers shall be customers of the City of Gig Harbor water utility and shall thereafter have all rights and obligations established by applicable state and local regulations. Without limitation of the foregoing, all such customers shall have standing to challenge and/or seek judicial redress with respect to any City of Gig Harbor act or omission concerning the City of Gig Harbor water utility commensurate with the City's existing water utility customers. Such standing may be exercised with respect to, *inter alia*, any water utility rate, classification, charge, fee or tax and/or any capital expenditure or improvement. All of the provisions, conditions and requirements of Sections 10, 11.1, 11.1.1, 11.1.2, 11.2, 11.3, 11.4, 12.10 and 12.11 of this Agreement shall be in addition to any and all other obligations and liabilities the City may have to the Seller and its members at common law, by statute or by contract, and shall survive, to the extent provided herein, the Closing of the sale contemplated by this Agreement, shall not be merged with the transfer of title at Closing and shall continue in full force and effect, to the extent provided herein. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the heirs, successors, administrators, legal representatives and assigns of the Parties, and all privileges, as well as obligations and liabilities of the Seller shall inure to its members, heirs, successors and assigns equally as if they were specifically mentioned wherever the Seller is named herein. Following the Closing, the Seller and Existing SAWC Customers shall have the authority and standing to specifically enforce the terms and conditions of this Agreement by suit in equity or law in Pierce County Superior Court, provided, any such suit shall be subject to the provisions of Section 12.10, Attorneys' Fees and Costs; Expenses.

12.12 **Recording.** A Memorandum of this Agreement may be recorded provided that, in the event this transaction does not close, the Parties agree to timely execute and record a release of the Memorandum of Agreement.

12.13 **Time of the Essence.** Time is of the essence in connection with this Agreement.

12.14 **Incorporation by Reference.** All of the exhibits attached hereto and the recitals set forth above are incorporated herein by this reference as if the same were set forth in full.

12.15 **Mutual Acceptance.** For purposes of this Agreement, Mutual Acceptance of this Agreement (the "**Date of Mutual Acceptance**") shall occur on the date the last person of all parties has executed this Agreement.

12.16 **Exhibits.** The following Exhibits attached to this Agreement are incorporated into this Agreement in full:

Exhibit A – Real Property
Exhibit B – Facilities
Exhibit C – Personal Property

Exhibit D – Contract Rights and Intangibles
Exhibit E – Excluded Property
Exhibit F – Assumed Liabilities
Exhibit G – Transfer and Conveyance Forms
Exhibit H – Litigation/Legal Compliance
Exhibit I – Pierce County Coordinated Water System Plan (2021); Pierce
County Ordinance Nos. 2021-47S, 83-9, and 83-152
Exhibit J – Water Service Area
Exhibit K – 2008 Water Service Agreement

12.17 **No Third-Party Beneficiaries.** This Agreement is made entirely for the benefit of the Parties hereto and no third person or party shall have any rights hereunder whether by agency, as a third-party beneficiary or otherwise.

12.18 **Regulatory and Legislative Authority Preserved.** Nothing in this Agreement shall be construed as a waiver, abridgment or other limitation of the City of Gig Harbor's regulatory authority or the Gig Harbor City Council's legislative power, which are hereby expressly reserved in full.

12.19 **Effective Date.** This Agreement shall be effective ("Effective Date") upon the later date signed by both Parties set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

"SELLER":

SHORE ACRES WATER COMPANY,
a Washington corporation:

By _____

Name:

Title:

Date: _____

Approved by SAWC Resolution No. ____ adopted the ____ day of _____, 2025

"PURCHASER":

CITY OF GIG HARBOR, a Washington
municipal corporation:

By _____

Name:

Title:

Date: _____

Approved by City Resolution No. _____, adopted the _____ day of _____, 2025.

Exhibit A – Real Property

The Purchaser is not buying any real property. The Seller shall assign all easement rights, if any, to the Purchaser by blanket assignment and assumption agreement or other appropriate instrument at Closing

Exhibit B – List of Facilities

The Water System to be conveyed by the Seller to the Purchaser consisting of reservoirs, pipes, pump stations, meters, hydrants and appurtenances described as follows:

Reservoirs: zero (0)

Pipes: approximately 12,000 feet of 2 to 12-inch distribution water main located within the County right-of-way and on private property including all hydrants, valves and other appurtenances within the right-of-way connected to the water main as depicted on the attachment hereto

Meters: individual meters installed on all active service connections

Hydrants and blowoffs: 19

Booster Pump Stations: zero (0)

Miscellaneous: all service pipes, meters, meter boxes and other related appurtenances running from the water distribution main to the downstream connection point of the meter and/or meter setter to the customer's private water service line.

Exhibit C – List of Personal Property

Plans and Engineering Reports: All draft or final water system plans, reports and operation and maintenance manuals.

Drawings and Maps: Originals or copies of all system maps and drawings.

Reports: Audit reports, WA DOH and/or County Sanitary Inspection Reports

Records:

1. Customer lists;
2. All billing records, customer letters;
3. Operating statements;
4. Any operational manuals;
5. Originals or copies of operational permits and licenses.

Exhibit D – Contract Rights and Intangibles

State of Washington DOH Public Water System Operating Permit (ID #784554)_____

Contract rights to water service:

All existing customers of the Water System



Operating Permits

Report Create Date: 06/16/2025

WS Id(s): 784554

STATE OF WASHINGTON
Public Water System
Operating Permit

The Department of Health Office of Drinking Water issues a permit to operate:

SHORE ACRES WATER COMPANY (ID# 78455 4)

to owner: SHORE ACRES WATER COMPANY County: PIERCE

┌ SHORE ACRES WATER COMPANY PO Box 2431 Gig Harbor, WA 98335 └	┐ └
--	------------

This Permit is valid through: 31 Aug 2026

PERMIT CATEGORY: **** Green ****

The permit category may be modified or the permit revoked subject to water system compliance with applicable State of Washington drinking water rules and regulations and the following statements.

The system operating permit color category is based on information on file with the Department at the time this permit was printed.

System is substantially in compliance with applicable drinking water requirements



Explanation of Permit Categories

1. **Green** - This category means your system is substantially in compliance with applicable drinking water requirements. Placement in this category indicates the system is adequate for growth up to approved number and existing uses.
2. **Yellow** - This category means your system is substantially in compliance except water system notified to submit water system plan, but has not satisfied planning requirement and/or is under a compliance agreement for a state significant non-complier (SSNC) violation. Placement in this category indicates the system is adequate for growth up to approved number unless otherwise limited by compliance agreement and adequate for existing uses.
3. **Blue** - This category means your system is substantially in compliance except water system does not meet design approval or has exceeded number of approved connections. Placement in this category means the system is adequate for existing uses, but not adequate for growth.
4. **Red** - This category means your system is in substantial non-compliance with applicable drinking water requirements. Placement in this category indicates the system is not adequate for growth or existing uses. **This could result in building permits, on-site sewage disposal permits, food service permits, liquor licenses and other permits and licenses being denied for properties connected to or to be connected to the water system. In addition, lending institutions may choose not to finance loans associated with these properties.**

If you have questions about your operating permit or wish to formally appeal the permit category through an adjudicative proceeding, contact the appropriate Drinking Water Regional Office;

Northwest Regional Office
Kent
(253) 395-6750

Southwest Regional Office
Tumwater
(360) 236-3030

Eastern Regional Office
Spokane
(509) 329-2100

**** End of Report ****

Exhibit E – Excluded Property

Vacant property (APN 758000830) where the Shore Acres well was once located.

Exhibit F – Assumed Liabilities

1. Prorated excise tax payable at end of year of Closing, if any.
2. Duties, responsibilities, obligations and liabilities arising out of or relating to the contract rights and intangibles identified in **Exhibit D** herein.

Exhibit G – Transfer and Conveyance Forms

1. Assignment of Easements
2. Bill of Sale.

ASSIGNMENT AND ASSUMPTION AGREEMENT OF EASEMENTS FOR WATER FACILITIES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF EASEMENT FOR WATER LINES (the "Assignment") is entered into this ____ day of _____, 2025, by and between the SHORE ACRES WATER COMPANY, a Washington non-profit corporation ("Seller" and "Assignor"), and the CITY OF GIG HARBOR, a Washington municipal corporation ("Purchaser" and "Assignee") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

RECITALS

The Parties entered into an agreement dated the ____ day of _____, 2025 ("Agreement"), for the purchase and sale of a water system owned by Seller to the Purchaser, and the Agreement requires the Seller to sell, transfer, convey and assign to Purchaser all of the Seller's right, title and interest in the water system facilities referenced in the Agreement (collectively "Facilities"), including all of Seller's right, title and interest in any and all easements Seller may have related to the water facilities conveyed by Seller to Purchaser as referenced in the Agreement in Exhibit B - "List of Facilities" (collectively "Easements")

AGREEMENT

NOW THEREFORE, in consideration of the Assignee's acceptance of the ownership of the Facilities and other good and valuable consideration, the Parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest and delegates to Assignee all of its duties, liabilities and obligations from and under the Easements. Assignor agrees that Assignor will continue to be solely responsible for all of the duties, liabilities and obligations under the Easements up to the effective date of this Assignment. Thereafter, Assignor shall be fully released from all duties, liabilities and obligations under the Easements.

2. Assumption. Assignee hereby assumes and accepts the rights, interests, duties, liabilities and obligations of Assignor from and under the Easements from and after the effective date of this Assignment.

3. Successors and Assigns. This Assignment and the covenants, terms, and conditions contained herein are intended to and shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and assigns. Assignee shall record this Assignment following its execution by the Assignor and the Assignee with the Pierce County Auditor's Office.

4. Effective Date. This Assignment shall be effective upon the date of the last signature set forth below.

"SELLER":

SHORE ACRES WATER COMPANY,
a Washington corporation:

By_____

Name:

Title:

Date:_____

"PURCHASER":

CITY OF GIG HARBOR, a Washington
municipal corporation:

By_____

Name:

Title:

Date:_____

For good and valuable consideration, the receipt of which is hereby acknowledged, SHORE ACRES WATER COMPANY, a Washington non-profit corporation ("Seller"), hereby conveys and transfers to CITY OF GIG HARBOR, a Washington municipal corporation ("Purchaser"), the personal property more particularly described in the attached **Exhibit "A"** (the "Property") owned by Seller.

Dated this day of , 2025

By_____

Name_____

Title

BUYER: CITY OF GIG HARBOR,
a Washington municipal corporation

By

Name _____

Title

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the _____ of SHORE ACRES WATER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged

Exhibit H – Litigation/Legal Compliance

To Seller's knowledge, there are no pending or threatened legal, regulatory, or compliance actions, violations, notices, or investigations involving the Water System, and Seller has not received any written notice of any such past matters that remain unresolved.

**Exhibit I – Pierce County Coordinated Water System Plan; Pierce County Ordinance
Nos. 2021-47s, 83-9, and 83-152**

****Page intentionally left blank.***



Pierce County,
Washington

Coordinated Water System Plan and Regional Supplement

2021 Update

Date Adopted by Council: July 13, 2021

Date Approved by Washington State Department of Health: June 2, 2021

Abbreviations

ADD	average day demand
ADU	accessory dwelling unit
afy	acre-feet per year
APWA	American Public Works Association
ASTM	American Society of Testing and Materials
AWWA	American Water Works Association
BLA	buildable-lands analysis
CARA	critical aquifer recharge area
Cascade	Cascade Water Alliance
CCP	Chambers Creek Properties
cfs	cubic foot/feet per second
Co-op	Regional Water Cooperative of Pierce County
Coordination Act	Public Water System Coordination Act
County	Pierce County
CWSP	Coordinated Water System Plan
CWSSA	critical water supply service area
DOC	Washington State Department of Corrections
DOH	Washington State Department of Health
DSL	distribution system leakage
Ecology	Washington State Department of Ecology
EPA	U.S. Environmental Protection Agency
ERU	equivalent residential unit
FAZ	Forecast Analysis Zone
ft	foot/feet
GIS	Geographic Information System
GMA	Growth Management Act
gpm	gallon(s) per minute
Kapowsin	Kapowsin Water District
LEHD	Longitudinal Employer-Household Dynamics
LODES	LEHD Origin Destination Employment Statistics
LOTT	Lacey, Olympia, and Tumwater and Thurston County (Clean Water Alliance)
LWD	Lakewood Water District
MDD	maximum day demand
mgd	million gallons per day
MVO	main valve opening
MWL	Municipal Water Law
N/A	not applicable
N.H.	National Hose
NFPA	National Fire Protection Association
PA	Participation Agreement
PCC	Pierce County Code
POU	place of use
PPC	physical production capacity
PPW	Pierce County Planning and Public Works
psi	pound(s) per square inch
PSRC	Puget Sound Regional Council
PUD	public utility district

PVC	polyvinyl chloride
RCW	Revised Code of Washington
ROE	Report of Examination
RWSS	Regional Water Supply System
SCA	sanitary control area
SEPA	State Environmental Policy Act
SMA	satellite management agency
State	Washington State
SWSMP	small water system management program
TAZ	Traffic Analysis Zone
TISA	Temporary Interim Service Agreement
TPCHD	Tacoma-Pierce County Health Department
T/R	timely and reasonable
UGA	Urban Growth Area
UIC	underground injection control
USRP	Utility Service Review Procedure
Valley	Valley Water District
WAC	Washington Administrative Code
WCCW	Washington Correctional Center for Women
WHPA	wellhead protection area
WHPP	wellhead protection program
WRIA	Water Resource Inventory Area
WSDOT	Washington State Department of Transportation
WSF	Water Supply Forum
WSP	water system plan
WTME	Wholesale Transmission Main Extension
WUCC	Water Utility Coordinating Committee
WUE	water use efficiency
WWSC	Washington Water Service Company
WWTP	wastewater treatment plant

Definitions of Key Terms

Accessory Dwelling Unit – A self-contained residential unit located on the same lot as an existing single-family home. Generally smaller in size and prominence than the main residence on the lot.

Consolidation – The process of merging two water systems together to be owned, operated, and managed by a single entity. This can be a physical or governance merging.

Coordinated Water System Plan – A plan for public water systems within a critical water supply service area which identifies the present and future needs of the systems and sets forth means for meeting those needs in the most efficient manner possible.

Critical Aquifer Recharge Area – An aquifer recharge area that requires special attention to prevent contamination of groundwater sources.

Critical Water Supply Service Area – A geographical area which is characterized by proliferation of small, inadequate water systems, or by water supply problems which threaten the present or future water quality or reliability of service in such a manner that efficient and orderly development may best be achieved through coordinated planning by the water utilities in the area.

Existing Service Area – A specific geographic region to which a water purveyor currently provides water service.

Failing System – A water system out of compliance with state rules and regulations that does not have the technical, managerial, or organizational resources with which to return to compliance.

Future Service Area – A specific geographic region where a purveyor or utility plans to serve water in the future but where water service is not yet available.

Group A Water System – A water system that serves 15 or more connections or 25 or more people per day for 60 or more days per year. The three types of Group A systems are: Community, Transient Noncommunity (TNC), and Nontransient Noncommunity (NTNC).

Group B Water System – A water system that serves less than 15 connections and less than 25 people per day or 25 or more people per day during fewer than 60 days per year.

Growth Management Act – Washington State law which guides planning for growth and development. Local governments throughout the state must develop and adopt Comprehensive Plans which address the development requirements described in the law.

Interlocal Agreement – A standard agreement completed by water purveyors which acknowledges service area boundaries as shown on master service area maps on file with Pierce County. Purveyors may also have supplemental agreements which establish interim service areas or special exceptions to the standard agreement.

Intertie – A physical connection between individual water systems which allows water supply to be transferred in one or both directions. An intertie can be established as a primary source, secondary source or peaking supply, or emergency supply.

Land Use Designation – The land uses allowed in a geographic area by right or permit, as provided in the applicable comprehensive plan or zoning ordinance.

Large Water System – A water system serving 1,000 or more connections.

Level of Service – Operational features, such as pressure, flow, and reliability provided to the customer by the water system.

Non-Expanding Water System – A water system that serves a specific number of connections and does not plan to add new connections to the system, but which may still be infilling to the parcels identified at first plat and up to the DOH approved number of connections.

Permit-Exempt Wells – A water supply well that is exempt from the water rights permitting process. These wells may serve up to two domestic dwelling units.

Reasonable Service – The provision of potable water service and/or associated water utility services that are consistent with the conditions of service policies detailed in the utility's DOH-approved water system plan or small water system management plan and bylaws.

Furthermore, it is noted that a purveyor might be considered unable to provide service in a reasonable manner if one or both of the following criteria are met:

- The purveyor's conditions of water service differ adversely in an arbitrary and capricious manner from the stated conditions of service in the purveyor's approved WSP or SWSMP.
- The purveyor's conditions of water service differ adversely in an arbitrary and capricious manner from the purveyor's acknowledged standard practice with other applicants requesting similar water services.

Receivership – The process by which a receiver is court-appointed to temporarily manage a failing water system with the goal of bringing the water system back to organizational and operation compliance.

Reclaimed Water – Water derived in any part from a wastewater with a domestic wastewater component that has been adequately and reliably treated so that it can be put to beneficial use, such as irrigation and groundwater recharge. Reclaimed water is not considered a wastewater.

Regional Water Cooperative of Pierce County – An entity consisting of public water systems throughout Pierce County which provides resources and coordination to support water supply management throughout the County.

Retail Service Area – The specific area where a municipal water supplier must meet the "Duty to Serve" requirements defined in Washington State's Municipal Water Law.

Rural – Land which is not located within a specified urban growth area, where land use designations and densities must meet the criteria defined in the County's Comprehensive Plan as "rural." These lands typically allow lower densities and different uses than those seen in urban areas.

Timely Service – Receiving a commitment to provide service, or the reaching of agreement with the potential customer, within 120 days of request for water service. The 120-day period shall be defined as calendar days. The 120-day clock shall commence at the filing of a written application or request by the applicant to the purveyor.

Urban – Land located within defined urban growth areas where growth and development occur at a generally more rapid pace. Local governments must establish zoning ordinances which define urban land uses and allowed densities.

Urban Growth Area – The Growth Management Act requires that participating counties designate a boundary that includes cities and other areas characterized by urban growth, or adjacent to such areas that are planned to accommodate future urban growth. Growth occurring outside the boundary cannot be urban in nature. A final UGA is determined and included in the completed comprehensive plan of each city and the county. As comprehensive plans are updated, the criteria for designation and placement of these boundaries are guided by the GMA and county-wide planning policies.

Utility Service Review Procedure – An administrative procedure established under local agency jurisdiction to identify the water purveyor best able to serve an area where public water service is requested.

Satellite Management Agency – An individual, purveyor, or entity that is approved by DOH to own or operate more than one public water system on a regional or countywide basis without the necessity for a physical connection between systems.

Service Area – The largest area identified on a map where a municipal water supplier currently provides direct service and remote service, and the area it plans to serve. The service area may include the existing service area, retail service area, and the future service area. The service area may also include where a water system provides wholesale water supply to other public water systems through an intertie. This area may represent a water right's expanded place of use if the requirements of WAC 246-293-107 are met.

Service Connection – A physical connection through which water may be delivered to customers for discretionary use. Unless otherwise indicated, all such connections, whether currently in use or not, shall be considered as a service connection.

Small Water System – Public water systems serving less than 1,000 connections. A subset of small water systems is defined as Group A water systems that serve between 15 and 99 connections; these are the systems most susceptible to not meeting regulatory requirements. Group B systems are a separate form of small water systems, per the "Group B" definition for systems of this size/type.

Small Water System Management Plan – A written plan prepared by water systems not required to complete a water system plan under WAC 246-290-100 which must address the system's operation, technical, managerial, and financial capability to achieve and maintain compliance with all relevant local, state, and federal plans and regulations.

Sub-Area – A region within Pierce County defined by groupings of similar demographic growth characteristics used to coordinate population forecasting.

Water Resource Inventory Area (WRIA) – An administrative and planning boundary established by the Washington State Department of Ecology. Washington State is divided into 62 WRIsAs. Pierce County has jurisdiction in part or all of WRIA 10, 11, 12, 15, and 26.

Water System Plan – A written plan prepared for a particular water system and service area that identifies system capacity and basic planning data, hydraulic analysis, asset management components, a water rights portfolio, and operations program, a schedule of needed improvements, and a financial program. A water system which is expanding within a designated service area may be required to include other elements in its plan. Details of Water System Plan requirements can be found in WAC 246-290. An "approved Water System Plan" is a water system plan that has been reviewed and approved by both Pierce County and DOH.

Water Utility Coordinating Committee – A committee tasked with developing and updating the Coordinated Water System Plan, organized by the County, which consists of one representative from each of the following:

- County legislative authority within the critical water supply service area
- County planning agency having jurisdiction within the critical water supply service area
- Health agency having jurisdiction within the declared critical water supply service area under Chapters 70.08, 70.05, and 43.20 RCW
- Water purveyors with over fifty services within the critical water supply service area.

Wellhead Protection Area – Areas that lie within the ten-year time-of-travel zone boundary of a public water system well, as delineated by the water system purveyor or its designee.

Wholesale Water – Water provided by a water utility to another water utility through an intertie. This is often a source of water for smaller water systems whose sources are not sufficient to meet demands, and where the larger system has supplies in excess of demands.

Contents	
Abbreviations	
Definitions of Key Terms	

Executive Summary	ES-1
1 Introduction	1-1
1.1 Background	1-1
1.1.1 The Coordination Act.....	1-1
1.1.2 Pierce County Critical Water Supply Service Area	1-1
1.1.3 Pierce County Water Utility Coordinating Committee	1-2
1.2 Lead Agencies.....	1-2
1.3 Relation to Other Water Resource Management Efforts.....	1-4
1.3.1 Watershed Planning	1-4
1.3.2 Streamflow Restoration	1-5
1.3.3 Wastewater Utility Planning.....	1-5
1.4 Relation to Individual Water System Plans	1-6
1.5 Organization of CWSP.....	1-7
1.6 Environmental Review	1-8
1.7 CWSP Approval.....	1-9
1.8 Future CWSP Updates	1-9
2 The Coordinated Water System Plan Process in Pierce County.....	2-1
2.1 History of Water System Development in Pierce County.....	2-1
2.2 2020 Coordinated Water System Plan Update	2-3
2.2.1 Objectives.....	2-3
2.2.2 WUCC Membership.....	2-3
2.2.3 Subcommittee Structure	2-4
3 Water Utility Service Areas	3-1
3.1 Purpose of Service Areas	3-1
3.2 Service Area Definitions	3-1
3.3 Duty to Serve	3-3
3.4 Historical Service Area Designations and Agreements.....	3-3
3.5 Contested Service Areas	3-4
3.6 Service Areas of Non-Expanding Systems	3-4
3.7 Service Area Change Procedure	3-4
3.8 Wellhead Protection.....	3-5
3.8.1 State Regulations	3-5
3.8.2 Pierce County CARA Regulations	3-6
3.8.3 TPCHD Regulations	3-6
3.8.4 Municipal Regulations	3-7
3.8.5 WHPA Regulations in Other Counties	3-7
3.8.6 Stormwater Injection Wells	3-7
3.9 Policy Statements	3-7
4 Minimum Design Standards	4-1
4.1 Urban and Rural Levels of Service	4-1
4.2 Minimum Design Standards.....	4-1
4.2.1 Purpose	4-1
4.2.2 Application of Standards.....	4-2

4.2.3	General Provisions	4-2
4.2.4	Specific Provisions	4-5
4.3	Fire Flow Requirements.....	4-6
4.3.1	Minimum Fire Flow Requirements	4-6
4.3.2	Fire Hydrants.....	4-7
4.3.3	Fire Flow Standards in Pierce County Code.....	4-8
4.3.4	Long-Range Planning-Level Guidance for Fire Flows	4-8
4.4	Accessory Dwelling Units	4-9
4.4.1	Background	4-9
4.4.2	ADUs as Connections	4-10
4.4.3	ADUs in Water System Planning	4-11
4.5	Policy Statements	4-12
5	Utility Service Review Procedure	5-1
5.1	Utility Service Review Procedure Process	5-1
5.1.1	Determination of Water Service.....	5-3
5.1.2	Land Use or Zoning Changes That Require Amendment of the County Comprehensive Plan	5-4
5.2	Timely and Reasonable Service	5-6
5.2.1	Definition of “Timely Service”	5-6
5.2.2	Definition of “Reasonable Service”	5-6
5.2.3	Timely and Reasonable Service Determination by the County.....	5-7
5.3	Temporary Interim Service Options	5-7
5.3.1	Temporary Service by Adjacent Purveyor	5-7
5.3.2	Temporary Permit-Exempt Well(s)	5-8
5.3.3	Temporary Interim Service Agreement.....	5-8
5.3.4	Participation Agreement	5-9
5.3.5	Latecomers Agreement	5-10
5.3.6	Temporary Interim Group A/B System.....	5-10
5.4	Service Area Dispute Resolution Process	5-11
5.5	Policy Statements	5-12
6	Small Water Systems, Satellite Management, and Water System Failure	6-1
6.1	Small Water Systems in Pierce County	6-1
6.2	Satellite Management	6-2
6.2.1	Regulatory Context of SMA Program	6-2
6.2.2	Policies Related to Satellite System Management	6-3
6.2.3	Services Provided by SMAs	6-3
6.3	Receivership	6-4
6.3.1	Regulatory Context of Receivership	6-4
6.3.2	Receivership Actions and Costs	6-4
6.4	Small System Challenges in Pierce County.....	6-5
6.4.1	Overview	6-5
6.4.2	SMA Challenges in Pierce County	6-6
6.4.3	Receivership History in Pierce County	6-6
6.4.4	Avoidance of Receivership	6-7
6.5	Policy Statements	6-9
7	Pierce County Demographics and Water Supply Requirements.....	7-1
7.1	Demographic Changes	7-1
7.1.1	County Subareas.....	7-1
7.1.2	Forecast Methodology	7-2
7.1.3	Subarea Growth Rate Forecast.....	7-5

7.2	Water Supply Requirements	7-8
7.2.1	Methodology	7-8
7.2.2	Supply and Demand Summary	7-10
7.3	Policy Statements	7-14
8	Regional Water Supply Opportunities and Considerations in Pierce County	8-1
8.1	Wholesale Water Delivery	8-1
8.1.1	Tacoma Water	8-1
8.1.2	Lakewood Water District (LWD)	8-2
8.1.3	City of Gig Harbor	8-2
8.1.4	Other Examples	8-3
8.2	System Interties	8-3
8.3	Water Use Efficiency	8-3
8.3.1	Regulatory Framework	8-3
8.3.2	Potential Future Role in Pierce County Water Supply Resources Management	8-4
8.4	Reclaimed Water	8-5
8.4.1	Reclaimed Water Defined	8-5
8.4.2	Regulatory Framework	8-5
8.4.3	Production of Reclaimed Water	8-6
8.4.4	Uses of Reclaimed Water	8-6
8.4.5	Reclaimed Water Opportunities in Pierce County	8-7
8.4.6	Potential Future Role in Pierce County Water Resources Management	8-7
8.4.7	Implementation Considerations	8-8
8.5	Other Regional Water Supply Opportunities	8-9
8.5.1	Pierce County Chambers Creek Properties Water Rights	8-9
8.5.2	Cascade Water Alliance Lake Tapps Water Rights	8-11
8.6	Policy Statements	8-14

Tables

Table 4-1.	Minimum Fire Flow Requirements	4-7
Table 4-2.	Maximum Hydrant Spacing Based on Minimum Fire Flow Requirements	4-7
Table 4-3.	Long-Range Planning-Level Fire Flows	4-9
Table 6-1.	Pierce County Group A Water Systems by Size and Ownership Type ^a	6-1
Table 7-1.	Comparison of Household Unit Growth Rates and Projections by Source	7-4
Table 7-2.	Ranges of Demographic Growth Rates in Pierce County Subareas	7-5
Table 7-3.	Forecasted Buildout Years for Subarea Using Minimum and Maximum Growth Rates	7-6
Table 7-4.	Scoring System Used to Define County “Large Systems”	7-9
Table 7-5.	Forecasted Average Day and Maximum Day Demands of Pierce County Water Systems	7-11
Table 7-6.	Compiled Supplies of Pierce County Water Purveyors	7-12
Table 7-7.	Regional Supply/Demand Analysis	7-13

Figures

Figure 1-1.	Pierce County Critical Water Supply Service Area	1-3
Figure 1-2.	Relationship of CWSP to Other Planning Documents	1-7
Figure 2-1.	Timeline of Water System Development in Pierce County	2-2
Figure 5-1.	Utility Service Review Procedure Flow Chart	5-2
Figure 5-2.	Pierce County Zoning	5-5

Figure 7-1. Pierce County Demographic Growth Subareas	7-3
Figure 7-2. Service Areas of Large Water Purveyors Shown with Subareas	7-7
Figure 8-1. Potential Future Wholesale Water and Reclaimed Water Opportunities in Pierce County	8-13

Appendices

1-1 SEPA Checklist and Determination
2-1 WUCC Membership
3-1 Example County Code Requirements for Wellhead Protection Areas

Executive Summary

This Pierce County (County) Coordinated Water System Plan (CWSP) provides a plan for public water systems within the Critical Water Supply Service Area (CWSSA) that was established by the Pierce County Council. This 2020 CWSP Update was prepared under the direction of the Pierce County Water Utility Coordinating Committee (WUCC). This CWSP represents the collective views of the WUCC and integrates the documented views of other Washington State (State) and local governments. This document, officially known as the “Regional Supplement,” and the individual water system plans (WSPs) approved by the Washington State Department of Health (DOH), compose the CWSP. When integrated with the County’s Comprehensive Plan, the CWSP presents a significant piece of the larger resource and growth management strategy for the County’s future.

History of the CWSP

Several State laws were enacted in the 1970s to protect the state’s water resources and public health and safety, including the Public Water System Coordination Act of 1977 (Coordination Act; Revised Code of Washington [RCW] Chapter 70A.100). Several County agencies conducted a Preliminary Assessment of Pierce County water supply issues in 1982. The results of the Preliminary Assessment led the County Council to adopt a declaration identifying all of Pierce County as a CWSSA in 1983, activating the provisions of the Coordination Act in the County. The County convened a WUCC, which developed the Pierce County CWSP. The County adopted the original CWSP in 1988.

In response to the increase in population growth in the 1980s, the State passed the Washington State Growth Management Act (GMA) of 1990. The law directed counties and municipalities to develop comprehensive plans that identify policies intended to direct growth into urban areas formally designated as Urban Growth Areas (UGAs). The County adopted its first Comprehensive Plan in 1994. The WUCC subsequently updated the CWSP in 1995, in response to high growth, adoption of the County Comprehensive Plan, and amendments to the Coordination Act.

From the mid-1980s through the adoption of the Comprehensive Plan in 1994, small systems continued to proliferate in Pierce County. Within UGAs, there could be several water purveyors of differing sizes and rate/fee structures, which led to conflicts between developers and purveyors regarding service conditions for a development. The County again updated the CWSP in 2001 to address these issues and reiterate that no new systems would be permitted within designated service areas in the CWSSA, and consolidation of existing systems where feasible, is encouraged.

In 2003, the State passed the Municipal Water Law (MWL), which codified additional regulations regarding water system service and management. The MWL and Coordination Act were intended to address separate issues, but had some conflicting information, specifically regarding the definition of service area boundaries. The Coordination Act requires water systems to designate “current and future service areas,” while the MWL requires water systems to designate a “retail service area.”

The definitions and responsibilities of these conflicting service area designation terms were not clear in the State laws. In response, in 2009 the WUCC adopted Policy 2009-

001, which clarified that the retail service area designated by a purveyor planning under the MWL shall be one and the same as the CWSP service area. Some purveyors designated a large retail service area by incorporating the previously designated future service area, resulting in regions of the service area beyond what could be served in a timely and reasonable (T/R) manner according to requirements in the MWL. This situation has resulted in conflicts between developers and purveyors regarding the conditions of service.

Additionally in 2009, DOH developed a report to the legislature on small systems. The report describes technical, managerial, and financial issues that small systems face and provides statutory recommendations regarding problem solutions.

On May 22, 2018, the Pierce County Council enacted Resolution R2018-39s2, which updated WUCC membership and authorized the WUCC to reconvene and review and update the County's CWSP. This 2020 CWSP Update is in response to the County's Comprehensive Plan (most recently updated in 2015) and new regulations implemented since adoption of the 2001 CWSP, and it serves to address common issues of the past two decades and establish a pathway to avoid such issues in the future.

Key Issues Examined in the 2020 CWSP Update

Resolution R2018-39s2 states that "since the last update of the Pierce County CWSP many changes have occurred relating to water resource, water supply and land use planning; and...a review and update of the Pierce County CWSP would make it more applicable to current and anticipated issues, and is provided for under law." This provided the basis for the updating of the CWSP.

The following key items are addressed in the update:

- Service area boundaries, including clarification of terms used in the Coordination Act and MWL
- Minimum design standards, including identification of fire flow guidelines for long-range planning
- T/R service
- Small systems and recommendations to address small system failures and receivership
- Countywide demographic growth characteristics and implications for water demand
- Regional water supply opportunities to meet continued growth in water demand

Summary of Policy Statements

Policy statements are included at the end of each chapter of the CWSP. A summary list of these policy statements is provided below.

Chapter 3: Water Utility Service Areas

- **3-1. Service Area.** For an expanding water system that is conducting planning under Washington Administrative Code (WAC) Section 246-290-100, its CWSP-designated water service area is the same as its retail service area, per the MWL definition. For a small, non-expanding water system not conducting planning activities under WAC

246-290-100, its CWSP service area remains as it was defined during development of the original CWSP, and its service area is not considered a MWL retail service area.

- **3-2. Retail Service Area.** Any changes in retail service areas require submittal of a WSP or small water system management program (SWSMP), or amendments to such documents, per DOH requirements. Thus, if a purveyor determines that it is not able to fulfill its “duty to serve” requirements throughout its entire retail service area, the most effective resolution to this is through modification to its retail service area per documentation in a WSP or SWSMP, or amendment thereof. In cases where a water purveyor is transferring a small portion of its service area to another purveyor and the purveyor receiving said area has already demonstrated in its WSP or SWSMP that it has the capacity and ability to serve the area, then the purveyors are only required to amend their service area mapping and communicate the changes to Pierce County Planning and Public Works (PPW). The service area changes will then be documented in the County’s GIS. The purveyors and PPW also sign new service area agreements that are kept on file at PPW. No WSP or SWSMP amendment or update is required solely to implement these types of minor service area changes, though they would ultimately be documented in subsequent WSP or SWSMP updates.
- **3-3. Water System Consolidation.** Larger water systems should consider opportunities for consolidation of smaller systems on a case-by-case basis where smaller water systems are also interested in and willing to participate in such actions, particularly where small systems are entirely surrounded by a single larger system. Such opportunities should be documented in WSPs.
- **3-4. Wellhead Protection.** Pierce County and municipalities should consider including in code/ordinance the descriptions of specific land uses and/or activities that are prohibited within wellhead protection areas (WHPAs) or that require specific additional planning and monitoring requirements, including stormwater injection wells and infiltration basins. The Thurston County approach, provided in Appendix 3-1, could be used as an example for consideration in developing such codes/ordinances.
- **3-5. Wellhead Protection.** Pierce County and/or the Tacoma-Pierce County Health Department (TPCHD) should allocate additional resources to enforcement of WHPA regulations or provide water purveyors with the authority to conduct such activities themselves.

Chapter 4: Minimum Design Standards

- **4-1. Minimum Design Standards.** Minimum design standards for new and expanding public water systems in the Pierce County CWSSA are codified in PCC Chapter 19D.130, titled “Pierce County Coordinated Water System Plan Minimum Standards and Specifications for Public Water System Planning, Design, and Construction.” Pierce County should review and modify this portion of the code to reflect the minimum design standards described in the CWSP update.
- **4-2. Fire Flow: Minimum Requirements.** Minimum fire flow requirements for public water systems in the Pierce County CWSSA are codified in PCC Chapter 17C.60.165, titled “Minimum Standards for Fire Flows, Water Mains and Fire

Hydrants.” Pierce County should modify this portion of the code to include a provision for WUCC review of proposed changes to minimum fire flow requirements, similar to the provision in PCC 19D.130.060 regarding a Standards Review Subcommittee that is charged with review of minimum design standards.

- **4-3. Cross-Connection Control.** A State legislative change should be considered that would expressly grant water purveyors access to customer property for the purpose of hazard inspections related to in-premise cross-connection control programs.
- **4-4. Fire Flow: Long-Range Planning-Level Guidance.** The CWSP provides guidance to new and expanding public water systems by identifying recommended long-range planning-level fire flow targets that are intended to serve as a guideline during the planning and design of future infrastructure improvements, to address fire flow requirements that are likely to be higher than the current required minimums for future development.
- **4-5. Fire Flow: Water System Plans.** New or expanding public water systems shall include discussion in their WSPs regarding how improvements to existing infrastructure and the design of new infrastructure will consider anticipated increases in fire flow requirements for new development and redevelopment, or the reasons why higher fire flow requirements are not considered (e.g., because of constraints related to existing water supply capacities, cost of incorporating increased fire flows and durations in infrastructure design, etc.).
- **4-6. Definition of Connection.** DOH should clarify the definition of the term “connection” as it pertains to the WAC and planning/design guidance related to public water systems.
- **4-7. Accessory Dwelling Units: Water System Plans.** WSPs should be required to include a description of how the water system plans for and provides service to accessory dwelling units (ADUs). This would include a description of how an ADU relates to an ERU in terms of water demand (e.g., is an ADU equal to an ERU, or some fraction of an ERU); how an ADU’s impact upon the water system’s water rights, physical capacity, and ability to provide fire flow is evaluated; under what conditions an ADU must have its own meter; and, what connection fees apply to ADUs.
- **4-8. Accessory Dwelling Units: Planning.** Water systems should employ, to the extent practical, the best practice of analyzing historical water consumption of ADUs to derive what portion of an ERU is represented by an ADU’s impact on the system. This can then aid the water system in forecasting water demands associated with ADU growth, and can support utility policies regarding connection fees related to ADUs.
- **4-9. Accessory Dwelling Units: Group B Systems.** DOH regulations should be construed consistently with that agency’s published guidelines to support new accessory dwelling units when appropriate

Chapter 5: Utility Service Review Procedure

- **5-1. Utility Service Review Procedure.** The Utility Service Review Procedure (USRP) outlined in the CWSP shall be used to identify existing purveyors that can provide water service to applicants requesting service.
- **5-2. New Public Water Systems.** The establishment of new public water systems is discouraged if an existing water system can provide service.
- **5-3. Zoning Changes.** PPW should notify water purveyors to disclose and allow for comments on proposed land use changes within their service areas prior to approval of such changes, so that effects of these changes upon water utility service can be considered. The WUCC recommends that PPW develop a process wherein water utilities are engaged early in land use planning processes, prior to the point of submission of specific development applications.
- **5-4. Timely and Reasonable.** As established in the MWL, individual municipal water systems have the authority and responsibility to establish their own policies and definitions regarding “timely and reasonable service.” The CWSP provides guidance regarding these definitions that water systems may adopt for their own purposes, or that could be considered during a dispute resolution process. During its review process for local government consistency, PPW will review WSPs for inclusion of T/R policies.
- **5-5. Temporary Interim Service Options.** The CWSP identifies potential temporary/interim service options that are available for consideration by municipal water systems when direct connection of an applicant to the system’s existing infrastructure cannot be implemented in a “timely and reasonable” manner, so as to avoid certain disputes. Favorable options include temporary service by an adjacent purveyor, extension of temporary non-standard connections and allowance of temporary permit-exempt wells (for individual homes). The least favorable of the options described in the CWSP is the development of interim Group A or Group B systems within existing retail service areas. The WUCC encourages purveyors to describe which temporary interim service options, if any, are allowed within their retail service areas.
- **5-6. Service Area Dispute Resolution.** The County should modify the service area dispute resolution process established in PCC 19D.140.090 to reflect the process described in Section 5.4.

Chapter 6: Small Systems, Satellite Management, and Water System Failure

(Note: The policy statements in this section deemed of the highest priority by the WUCC are indicated by “(H)” placed after the policy statement number.)

Agency Assessment/Alerts

- **6-1 (H). Small Systems: Metrics.** DOH and TPCHD should develop metrics and a tool for assessing the managerial capacity/health of water systems, and periodically assess systems via the tool (e.g., every 5 years). This would provide an early warning to DOH, TPCHD, and the County regarding systems facing significant problems and increase the likelihood of action being taken prior to system failure.

- **6-2. Small Systems: Planning Triggers.** DOH and TPCHD should develop triggers that would require “pre-failure” systems to develop/submit plans for review. The focus of this is on small, non-expanding Group A and Group B systems that are not currently required to submit plans. Such triggers could be incorporated into the assessment tool described in Policy Statement 6-1.
- **6-3. Small Systems: Agency Coordination.** DOH, TPCHD, and the County should establish regular (e.g., quarterly) coordination communications to discuss (1) the specific systems that are identified by the above actions as being vulnerable to failure and options that could be employed to avoid failure, and (2) broader efforts to more generally remove roadblocks to local solution implementation.

Property Outreach/Technical Support/Consolidation

- **6-4 (H). Small Systems: Notifications.** DOH or TPCHD, with assistance from PPW in the form of providing contact information and other data maintained by PPW, should notify all property owners and/or tenants of a vulnerable water system of the potential for water system failure. This would include situations where only one Board position is filled. This outreach has been successful in the past to avoid receivership.
- **6-5. Small Systems: Outreach.** DOH and TPCHD should initiate immediate outreach and technical support actions to the top 10 at-risk Group A systems, as identified through Policy Statements 6-1 and 6-2. PPW and the Co-op are resources in providing technical assistance to such systems.
- **6-6 (H). Small Systems: Consolidation.** Encourage consolidation of small systems into larger systems. This would include eliminating or minimizing the barriers to consolidation described in Section 6.4.4. Specifically:
 - The legislature should increase funding available to larger systems to implement consolidation (see Recommendations 6-7 and 6-8).
 - State agencies should streamline the permitting and approvals associated with grant funding application processes.
 - Grant funding should support comprehensive infrastructure upgrades to support larger systems in bringing small systems up to their design standards.
 - The legislature should eliminate uncertainty in water rights issues and transfers from small systems to large systems.

Pre-Receivership Support

- **6-7 (H). Failing Systems: Support.** DOH and TPCHD should direct more resources to assisting water systems that are in “pre-failure” and “failure” status in returning to compliance, as opposed to waiting until the “post-failure” status that results in receivership.
- **6-8. Failing Systems: Funding.** The County should lobby for increasing and stabilizing legislative funding for the Water System Replacement and Consolidation Grants.

Receivership

- **6-9. Receivership: Funding as Condition.** The County should propose and lobby for changes to State law such that State funding is required as a condition of accepting receivership through a court process.
- **6-10 (H). Receivership: Funding Pool.** The County should request that the State allocate more funding to pay for water system receivership costs. If the State developed a funding pool that could be used only to support receivership actions, receivers would then have access to State funds to complete required actions needed in receivership.
- **6-11. Receivership: Remove County as Receiver.** The County should propose and lobby for changes to RCW 43.70.195 to remove a county as the receiver of last resort. The County, the Co-op, and other stakeholders should work collaboratively to identify recommended alternatives to the County being the receiver of last resort.
- **6-12 (H). Receivership: Interlocal Agreement Template.** Should the County continue to be the receiver of last resort, then the County should develop a template for interlocal agreements that can be implemented with other entities to perform receivership activities. The County should explore the legal ability to transfer to such entities certain capabilities that the County has but that the other party may not currently (e.g., ability to apply for certain grant or loan funding).

Post-Receivership

- **6-13. Post-Receivership: System Ownership.** If State or local funding was used to address receivership, once the problems facing a water system in receivership are resolved, the system should be required to be owned and operated by a DOH- or TPCHD-approved water system or SMA, with regular WSP updates required.

General Administrative/Regulatory

- **6-14. State Legislative Changes.** The County and Co-op should lobby for (and DOH and TPCHD should support) changes to the RCW and associated chapters of the WAC to address the above recommendations, including:
 - Developing required reporting by water systems not required to complete WSP updates
 - Removing quorum requirements related to water system decisions in cases involving system failure and potential transfer of ownership/operation through consolidation or other means
 - Transfer of system ownership if State or local funding is used for receivership
 - Requirements pertaining to pre-/during/post-receivership status
 - Agency/administrative staff funding mechanisms

Chapter 7: Pierce County Demographics and Water Supply Requirements

- **7-1. Subarea Growth Rates.** The CWSP provides subarea growth rate projections that are intended to be used as reference by individual water utilities during development of their own water demand forecasts. The County will compare water utility growth projections with the subarea growth rate projections in Table 7-2 (see

Chapter 7) during the local government consistency review that is conducted as part of the WSP review process. If the WSP uses growth rates within the applicable ranges depicted in the CWSP, or has rationale for why different rates are used, the growth rates will be considered acceptable by PPW in meeting local government consistency.

- **7-2. Water Supply and Demand Balance.** There is currently an overall Countywide water surplus; however, some systems in the County may be in need of additional water supplies within the 30-year planning horizon. Surpluses in one area are not always available to meet shortfalls in other areas because of technical, legal, and/or economic constraints and challenges. Therefore, utilities should enhance their water use efficiency (WUE) programs and work collaboratively in identifying strategies for developing and sharing regional water supply opportunities. Specific policy recommendations regarding water supply options are provided in Chapter 8.
- **7-3. Water Supply Deficiencies.** Water utilities that are projected to have water supply deficits by 2050 shall include in their WSPs explanation of how they will address supply shortages.

Chapter 8: Regional Water Supply Opportunities and Considerations

- **8-1. Wholesale Water.** Wholesale water from existing wholesale providers will be an important resource in meeting a portion of future water demand needs in the County. WSPs should identify and plan for wholesale water opportunities.
- **8-2. Interties.** Utilities in the County should continue to identify opportunities for interties, not only to support wholesale and short-term emergency purposes, but also to increase overall water supply reliability through increasing the number of supplies capable of serving any given area. Such opportunities should be identified in WSPs.
- **8-3. Water Use Efficiency.** Individual water utilities should continue implementing their WUE programs and identify cost-effective ways to enhance their programs.
- **8-4. Reclaimed Water: Planning.** Individual water utilities should consider the role of reclaimed water in helping to meet their future water supply needs. As part of their WSPs, systems serving 1,000 connections or more must already evaluate the opportunity for use of reclaimed water. The CWSP emphasizes this requirement and encourages utilities to evaluate such opportunities where they occur.
- **8-5. Reclaimed Water: Coordination between Utilities.** Water and wastewater utilities in Pierce County should collaborate on identifying and evaluating reclaimed water opportunities. When the full range of benefits to both water and wastewater utilities, and their customers, are considered, reclaimed water projects may become more feasible for implementation than if they were pursued on their own.
- **8-6. Additional Long-range Regional Supplies.** The County's Chambers Creek Properties (CCP) and Cascade Water Alliance's (Cascade's) Lake Tapps water rights are identified as regional opportunities for utilities to consider in helping to meet long-range water supply needs.

1 Introduction

A Coordinated Water System Plan (CWSP) is a plan for public water systems within a defined area that identifies the present and future needs of the systems and sets forth means of meeting those needs in the most efficient manner possible. The Pierce County (County) CWSP consists of two parts: (1) the “Regional Supplement,” which presents the regulatory framework for water system development in the County, an assessment of water supply needs in the County, and the water supply opportunities available to meet those needs; and (2) individual “water system plans” (WSPs) prepared by water utilities for their designated service areas. This document is the “Regional Supplement” of the Pierce County CWSP. Once adopted by the County and the Washington State (State) Department of Health (DOH), the CWSP becomes the management and planning framework for water supply development within Pierce County.

1.1 Background

This section provides a brief summary of the regulatory context and history of the CWSP in Pierce County.

1.1.1 The Coordination Act

The Public Water System Coordination Act (Coordination Act), enacted by the Washington State Legislature as Revised Code of Washington (RCW) Chapter 70A.100 in 1977, provides to counties the authority to identify a critical water supply service area (CWSSA) within their jurisdiction “where water supply problems related to uncoordinated planning, inadequate water quality or unreliable water service appear to exist.” Procedures for compliance with RCW 70A.100 are codified in Washington Administrative Code (WAC) Chapter 246-293.

1.1.2 Pierce County Critical Water Supply Service Area

Following the passage of the Coordination Act, and as a preface to implementing the law in the County, a Preliminary Assessment of the need for coordination was completed for the County in 1982. The assessment was a cooperative effort of the Tacoma-Pierce County Health Department (TPCHD), Pierce County Planning and Natural Resource Management Department (now Planning and Public Works [PPW]), and DOH.

The Preliminary Assessment identified several issues of concern in the County that may preclude the delivery of safe, efficient, and reliable water service to its citizens. Those issues include:

- Proliferation of small water systems
- Water quality problems, especially in the Chambers/Clover Creek Basin
- Possible limitation of water quantity available to Pierce County
- Lack of coordination between adjacent water purveyors, resulting in an unorganized regional approach
- Overlaps and conflicts in service areas

- Lack of County policies linking water system planning to land use planning
- Lack of adequate fire flows in some areas

Because of the variety and depth of these problems and concerns, the Preliminary Assessment recommended implementation of the Coordination Act in the County. Following the recommendation, on November 8, 1983, the Pierce County Council adopted a declaration that Pierce County is a CWSSA (see Figure 1-1). This action initiated the procedures of the Coordination Act in the County.

1.1.3 Pierce County Water Utility Coordinating Committee

Upon designation of the County as a CWSSA, the County appointed a Water Utility Coordination Committee (WUCC) to oversee CWSP preparation. The WUCC consists of representatives of water purveyors serving more than 50 connections, local governments, and agencies responsible for water supply and public health in the County. The WUCC recommended that the Pierce County Council identify the CWSSA external boundaries as coincident with the boundaries of the County, and that a CWSP with uniform and consistent policies be developed to recognize both urban and rural water supply needs. The Pierce County Council adopted the first CWSP in 1988 as “Ordinance 86-116S4” and codified it as Chapter 19.68 of the Pierce County Code (PCC). Subsequent updates occurred in 1995 and 2001. Further detail on the history of the Pierce County CWSP is provided in Chapter 2.

The CWSP represents the collective views of the WUCC and integrates the documented views of other State and local governments and stakeholders. When considered within the context of the County’s Comprehensive Plan, the CWSP represents a significant component of the larger resource and growth management strategy for Pierce County’s future.

1.2 Lead Agencies

The County maintains partnerships with water purveyors and appropriate agencies to provide high-quality water resource management services to residents and businesses in the County. These partnerships are intended to achieve the following water resource management priorities:

- **Promote demand reduction:** Use demand-side management techniques and available community building and conservation tools to empower water users to voluntarily reduce water use through behavior changes. These techniques have demonstrated achievable results and reduced water use by participating consumers.
- **Promote development of local supplies:** Support and encourage development and long-term sustainable use of local supplies, such as the Puyallup Basin and the Chambers/Clover Creek Basin.
- **Promote efficient use of local supplies:** Work to overcome the administrative and technical barriers to interties and water wheeling to cost-effectively use water resources available locally.

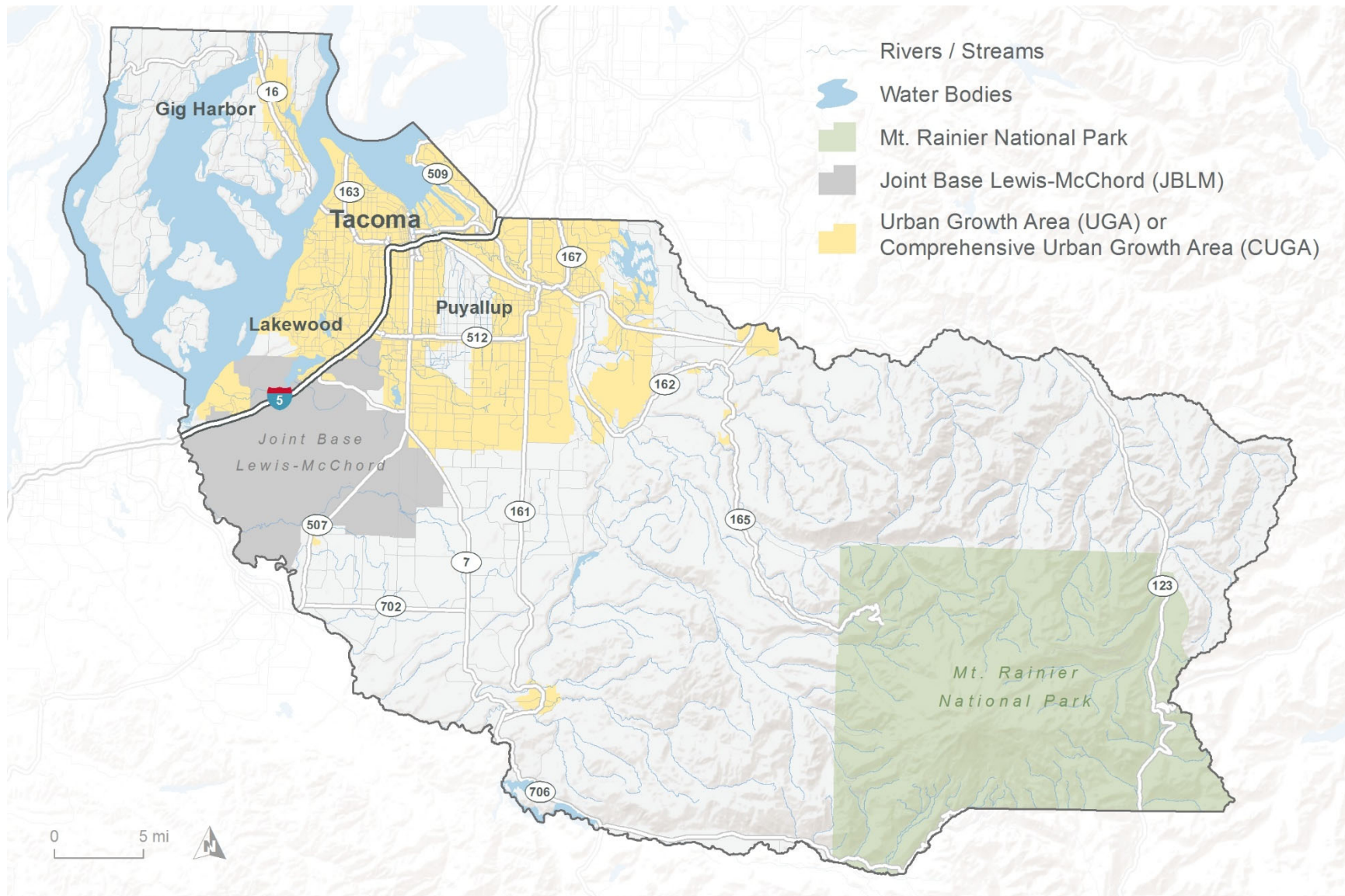


Figure 1-1. Pierce County Critical Water Supply Service Area

PPW is the agency responsible for implementing the Growth Management Act (GMA) by developing a County Comprehensive Plan. PPW is the primary liaison for regional planning efforts by the Puget Sound Regional Council (PSRC), and reviews applications for building permits, land use actions, site development, environmental review, sewer utility permits, and fire prevention permits.

PPW serves as the lead agency for implementation of the CWSP. PPW is also responsible for reviewing (with respect to consistency and compatibility with applicable land use plans and implementation ordinances) and approving individual WSPs, maintaining current service area designation maps, and providing staff support for the WUCC.

TPCHD is the agency responsible for regulating and reviewing applications for Group B water systems, individual wells, and septic systems.

The responsibilities of PPW and TPCHD have direct implications on the provision of water service. Therefore, good relationships between PPW, TPCHD and water purveyors are critical for effective land use and utility planning.

1.3 Relation to Other Water Resource Management Efforts

Numerous other water resource planning efforts occur within the County that have a bearing on the planning and provision of water supply. Key activities are summarized below.

1.3.1 Watershed Planning

In 1997 the State legislature passed the Watershed Planning Act (RCW 90.82, "Watershed Planning Act," July 27, 1997). This act intended to set a framework for local governments to develop solutions to watershed issues such as instream flows and the interaction of flows with local water supplies. The Watershed Planning Act notes that local organizations are more familiar with conditions, needs, and threats to water supply and quality in their watersheds, and therefore should have primary jurisdiction regarding planning efforts. The act divided the state into 62 Water Resource Inventory Areas (WRIAs) in which the plans were developed. Pierce County has jurisdiction in part or all of five WRIAs:

- **WRIA 10:** Puyallup/White
- **WRIA 11:** Nisqually
- **WRIA 12:** Chambers/Clover
- **WRIA 15:** Kitsap
- **WRIA 26:** Cowlitz

The County participated in developing watershed plans for WRIAs 11, 12, and 15. In 2003, WRIA 11 formally adopted the Nisqually Watershed Management Plan with the State and actively pursued the goals outlined in the plan. The WRIA 12 and 15 committees developed draft plans, but did not come to consensus on a recommendation to formally adopt the plans with the State. WRIA 10 did not participate in the Watershed Planning Act, and the County opted out of the process in WRIA 26.

Subsequent to the requirements of the Watershed Planning Act, several watershed councils have convened in the WRIAs. The watershed councils are groups of local entities working to promote and facilitate perpetual stewardship of the watershed landscapes. County Surface Water Management staff actively participate in the following four councils:

- **WRIA 12:** Chambers/Clover Creek
- **WRIA 11:** Nisqually River Council
- **WRIA 10:** Puyallup River Watershed Council
- **WRIA 15 (southern portion):** Key Peninsula, Gig Harbor, and Islands Watershed Council

1.3.2 Streamflow Restoration

The State protects rivers with instream flow rules. In some rivers, instream flow rules have limited the Washington State Department of Ecology's (Ecology's) ability to issue water rights. In 2015, in the case *Foster vs. Ecology, City of Yelm, and Washington Pollution Control Hearings Board*, the State Supreme Court ruled that instream flows adopted in a rule must be protected from impairment, reducing the number of viable options for issuing water rights in streams with instream flow rules. Subsequently, in 2016 in the case *Whatcom County vs. Hirst*, the State Supreme Court ruled that counties have the authority and are required to make decisions about whether there is enough water, physically and legally, to approve building permits that would rely on wells. In response, several counties severely restricted approvals of subdivisions and building permits for houses relying on permit-exempt wells. Some counties required permit applicants to pursue expensive hydrogeological study before receiving a building permit.

In response to the above two cases, the State passed the Streamflow Restoration law (RCW 90.94, "Streamflow Restoration Act," January 19, 2018), which intends to help restore streamflows while removing barriers to development that will rely on permit-exempt wells. The law directs planning groups of certain WRIAs to develop plans that offset impacts from new domestic permit-exempt wells and achieve a net ecological benefit. As of this CWSP update, the County is participating in several of these WRIA activities including those in:

- **WRIA 10:** Puyallup/White
- **WRIA 11:** Nisqually (plan addendum approved in 2019)
- **WRIA 12:** Chambers/Clover
- **WRIA 15:** Kitsap

The results of these planning efforts may have implications regarding future water supply and management within the County.

1.3.3 Wastewater Utility Planning

Wastewater utility planning is closely linked to water utility planning, as wastewater flows are driven in large part by potable water usage. In addition, reclaimed water provides a significant potential nexus between the two through opportunities to use highly treated

wastewater to offset non-potable demands on domestic water supplies or as part of water right mitigation strategies. Reclaimed water is discussed in more detail in Section 8.4.

Coordination between water and wastewater utilities is therefore of great importance to ensure effective and efficient delivery of both services. Water purveyors are encouraged to review and be part of updates to planning efforts conducted by the wastewater utility providers within their services areas. For many water utilities in rapidly growing portions of the County, this will involve coordination with Pierce County as the wastewater utility provider in such areas. The County's Unified Sewer Plan, undergoing an update in 2020 and 2021, is an opportunity for water/wastewater utility coordination on the above-mentioned topics.

1.4 Relation to Individual Water System Plans

The Coordination Act states that each purveyor within the boundary of a CWSSA shall be responsible for preparing a WSP or small water system management plan (SWSMP) for the its service area. This plan is to describe the utility's proposed method to serve its area. An exception to these criteria exists for private nonprofit and private for-profit water systems that existed prior to September 21, 1977, have met minimum State Board of Health requirements, and do not plan to extend water service to new customers.

Prior to writing or revising a WSP, Group A water purveyors should contact DOH, Office of Drinking Water. The planning requirements, which are determined by DOH, vary for individual utilities based on size and complexity in accordance with WAC 246-290-100. The level of detail and specific requirements for a WSP is determined during a pre-plan conference with DOH. A detailed description of planning requirements is provided in DOH's Water System Planning Guidebook (DOH Publication 331-068). In addition to these requirements, WSPs must address items identified in the Municipal Water Law (MWL). Systems that do not require a WSP are required to complete a SWSMP in accordance with WAC 246-290-105. For a complete description of SWSMP content requirements, refer to the Small Water System Management Program Guide (DOH Publication 331-134). Currently, TPCHD has responsibility for review of all Group B plans, as well as individual wells influenced by on-site wastewater regulations.

In addition to the above requirements, all systems within a CWSSA required to submit a WSP must, in the preparation or update of their WSP, address items relating to the entire CWSSA. Items required include:

- Map of retail service area
- Signed service area agreements
- Population and water demand projections
- Design standards
- Implementation of minor and major regional projects
- Implementation of water Utility Service Review Procedure (USRP)
- Implementation of satellite system management program (if applicable)
- Water use efficiency (WUE) program

- Demonstration of financial viability

WSPs are prepared within the aforementioned guidelines and must be consistent with the policies and procedures of this “Regional Supplement.” Those individual WSPs that have been reviewed by PPW and approved by DOH are incorporated by reference as part of this CWSP and are on file with the County. Figure 1-2 summarizes the relationships of the CWSP components, as well as the relationship between the CWSP, PCC, and other planning efforts.

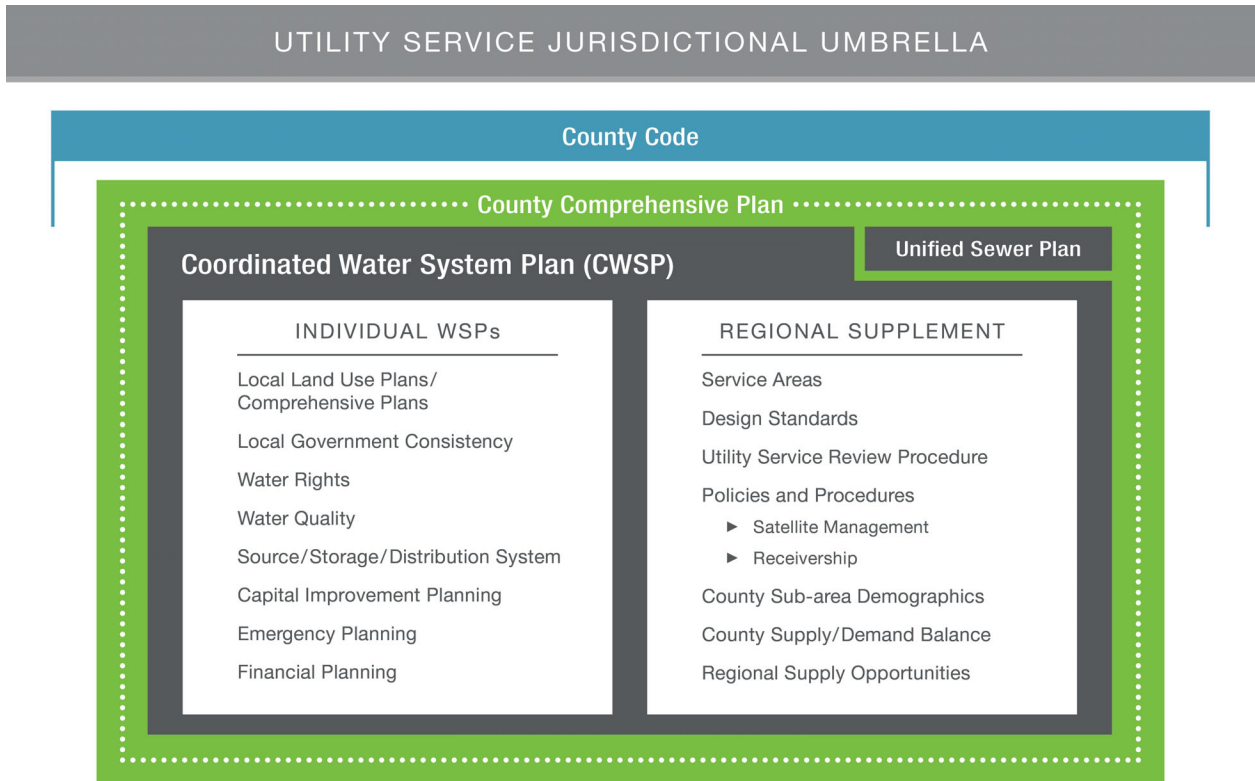


Figure 1-2. Relationship of CWSP to Other Planning Documents

1.5 Organization of CWSP

The CWSP includes the following chapters:

- **Chapter 1: Introduction.** This chapter provides background and context for the CWSP.
- **Chapter 2: History of Coordinated Water System Plan Process in Pierce County.** This chapter describes the history of water system development in the County, which provides context for the various issues addressed in the CWSP update process.
- **Chapter 3: Water Utility Service Areas.** This chapter provides the definition of service areas and water utility responsibilities within service areas, per the Coordination Act and the MWL.

- **Chapter 4: Minimum Design Standards.** This chapter identifies the minimum design standards to which water systems in the CWSSA must conform, including recommended fire flow guidelines for future system planning.
- **Chapter 5: Utility Service Review Procedure.** This chapter describes the procedure undertaken to identify existing water purveyors able to serve new applicants requesting water service. The concepts of “timely” and “reasonable” service are discussed, and temporary interim service options are identified for use when timely and reasonable (T/R) service may not be feasible.
- **Chapter 6: Small Systems, Satellite Management, and Water System Failure.** This chapter describes policies and procedures related to satellite management of water systems and receivership of failing systems, addresses current issues in the County, and offers recommendations for improved processes. Satellite management is a service provided typically by larger systems to smaller water systems with minimal operational capacity. Receivership is the process by which a failing system is court-assigned temporarily to another entity and brought back into operational compliance.
- **Chapter 7: Pierce County Demographics and Water Supply Requirements.** This chapter describes the current state of countywide growth patterns and water supply. Large-scale county growth patterns are a tool for improving local government consistency as individual water systems prepare their plans. A water supply inventory displays a regional picture of where supplies are ample and strained, relative to projected demands.
- **Chapter 8: Regional Water Supply Opportunities and Considerations in Pierce County.** This chapter describes water supply opportunities throughout the County that are currently available or may become available in the future. Understanding the distribution and availability of these supply opportunities may assist water systems with stressed water resources to plan for additional growth.

1.6 Environmental Review

The State Environmental Policy Act (SEPA), RCW 43.21C, requires that all CWSPs be accompanied by an appropriate environmental document. A SEPA Checklist has been prepared for the Pierce County CWSP and its recommended activities. This checklist is included as Appendix 1-1.

The CWSP update has been prepared to establish administrative, management, and policy procedures to respond to the needs of existing and future water customers in the County. It is intended to address regional concerns within the County that are not ordinarily included in each utility’s WSP.

The CWSP update has been developed in coordination with the GMA countywide planning policies and County land use documents to reflect local land use policies and requirements. Therefore, implementation of this CWSP and the employment of sound engineering and construction practices during the implementation of each utility’s WSP will minimize potential adverse impacts.

Before the CWSP has been formally accepted by the Pierce County Council, it is recommended that a final environmental determination be made by PPW. This final determination will be included in Appendix 1-1.

1.7 CWSP Approval

The 2020 update to the CWSP has been prepared by PPW and HDR Engineering, Inc. Close coordination was maintained with DOH during CWSP development to ensure conformance to the requirements of the Coordination Act. This CWSP was approved by the WUCC, and PPW has determined that it is not inconsistent with County land use plans and/or County developmental policies and regulations.

Once approved by the WUCC, the completed CWSP is submitted to the Pierce County Planning Commission for review, prior to being considered for adoption by the Pierce County Council. Once reviewed and accepted by the Council, the CWSP is submitted to DOH, which must act within 60 days. After the local preparation and review procedures of RCW 70A.100 have been followed and the CWSP is adopted by the Council, DOH will be able to approve this document as the Regional Supplement of the Pierce County CWSP.

1.8 Future CWSP Updates

Because rules, laws, and practices change over time, the WUCC anticipates future updates to the CWSP. More frequent updates of the CWSP may be initiated, as necessary, at the direction of the County Council or DOH. In accordance with RCW 70A.100.060(8), if DOH initiates an update or revision of the CWSP, the State shall pay for the cost of the update.

2 The Coordinated Water System Plan Process in Pierce County

This chapter includes a history of water system development and regulation in Pierce County and information about the 2020 update process.

2.1 History of Water System Development in Pierce County

Figure 2-1 presents a summary of key regulations and events that have shaped the development of water systems in Pierce County since 1970. Highlights are discussed in more detail below.

Several State laws were enacted in the 1970s to protect the state's water resources and public health and safety, including the Public Water System Coordination Act of 1977 (described in Chapter 1). Several County agencies conducted a Preliminary Assessment of Pierce County water supply issues in 1982. The Preliminary Assessment identified the existence of approximately 700 water systems and 9,000 individual supply wells in the County. The results of the Preliminary Assessment led the County Council to adopt a declaration identifying all of Pierce County as a CWSSA in 1983, activating the provisions of the Coordination Act in the County. The County convened a WUCC, which developed the Pierce County CWSP. The County adopted the original CWSP in 1988.

In the mid-1980s, the County (along with much of the western portion of the state) began to experience significant population growth compared to historical trends. No State policy existed at that time to regulate and manage growth, which allowed neighborhoods and subdivisions to develop independently from established urban areas. Water service was not often available where the developments were occurring, leading developers to obtain water rights and establish private water systems owned and operated by the subdivision or developer. This trend resulted in the proliferation of independently managed small systems throughout the urbanizing areas of the County where established water systems were unable or unwilling to provide service.

In response to the increase in population growth rates, the State passed the Washington State Growth Management Act of 1990. The GMA directed counties and municipalities to develop comprehensive plans that identified policies intended to direct growth into urban areas formally designated as Urban Growth Areas (UGAs). The County adopted its first Comprehensive Plan in 1994. The WUCC subsequently updated the CWSP in 1995, in response to high growth, adoption of the County Comprehensive Plan, and amendments to the Coordination Act.

From the mid-1980s through the adoption of the Comprehensive Plan in 1994, small systems continued to proliferate in Pierce County. Within UGAs, there could be several water purveyors of differing sizes and rate/fee structures, which led to conflicts between developers and purveyors regarding service conditions for a development. The County updated the CWSP in 2001 to address these issues and reiterate that no new systems would be permitted within designated service areas in the CWSSA, and to encourage consolidation of existing systems where feasible.

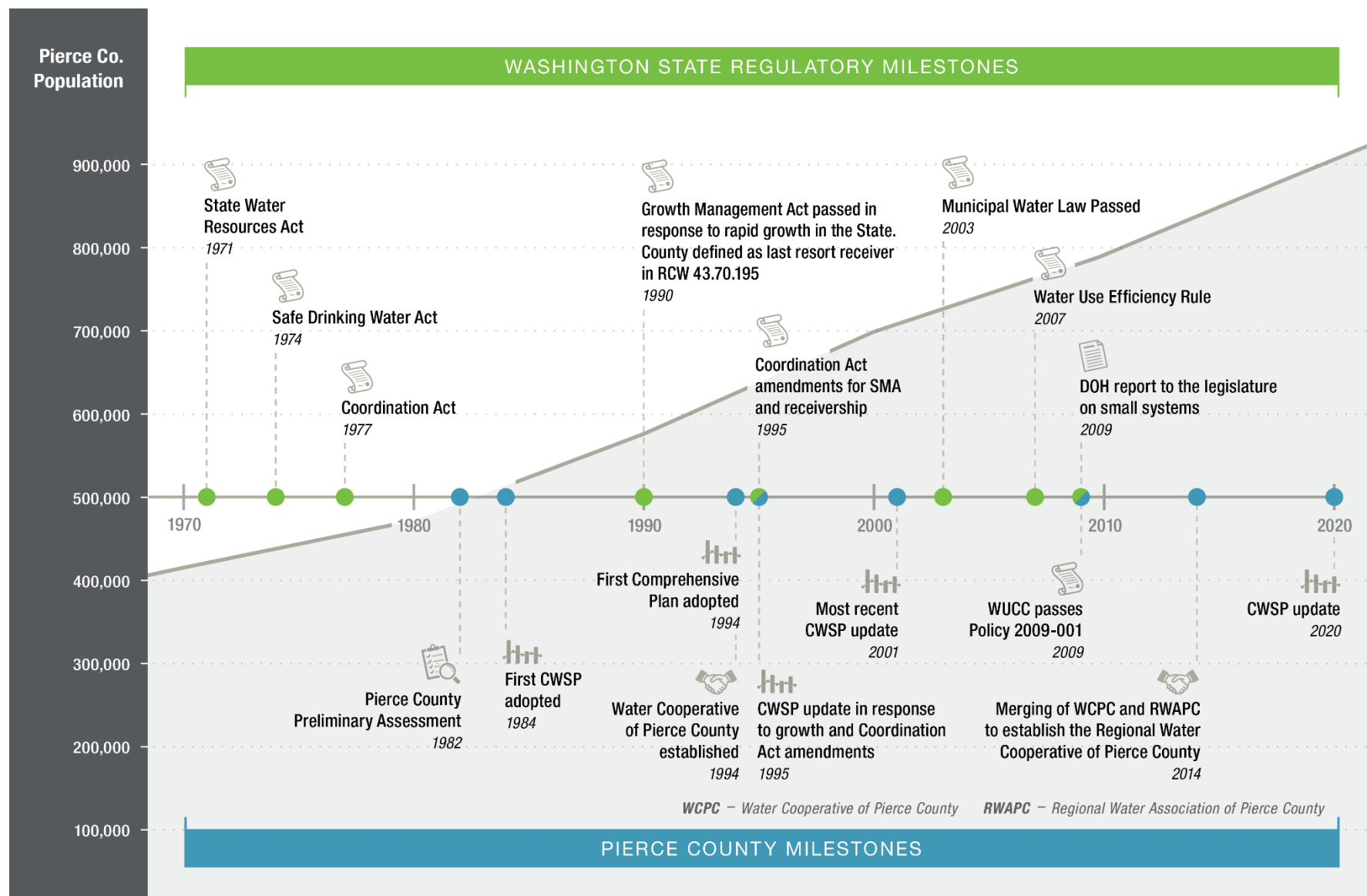


Figure 2-1. Timeline of Water System Development in Pierce County

In 2003 the State passed the Municipal Water Law, which codified additional regulations regarding water system service and management, and notably the “duty to serve,” further described in Chapter 3. The MWL and Coordination Act were intended to address separate issues, but had some conflicting provisions, specifically with regard to the definition of service area boundaries. The Coordination Act required water systems to designate “current and future service areas,” while the MWL required water systems to designate a “retail service area” in which the purveyor has the duty to serve.

The designations and requirements of the service area terms was not clear in the State laws. In response, in 2009 the WUCC adopted Policy 2009-001, which clarified that the retail service area designated by a purveyor planning under the MWL shall be one and the same as the CWSP service area. Therefore, purveyors planning under the MWL have a duty to serve their entire defined CWSP service area (i.e., there is no reservation of a “future service area”; as described in more detail in Chapter 3). In response, some purveyors designated a larger retail service area by incorporating the previously designated future service area, resulting in regions of the service area beyond what could be served in a T/R manner according to the duty to serve required in the MWL. This situation has resulted in conflicts between developers and purveyors regarding the conditions of service.

Additionally, in 2009 DOH developed a report to the legislature on small systems. The report describes technical, managerial, and financial issues that small systems face and provides statutory recommendations regarding potential solutions.

In 2015 the County updated its Comprehensive Plan. This CWSP update is in response to the updated Comprehensive Plan and new regulations implemented since adoption of the 2001 CWSP. It addresses common issues of the past two decades and is intended to minimize these issues in the future.

2.2 2020 Coordinated Water System Plan Update

On May 22, 2018, the Pierce County Council enacted Resolution R2018-39s2, which updated WUCC membership and authorized the WUCC to reconvene and review and update the County’s CWSP. Details of the CWSP update process are provided below.

2.2.1 Objectives

Resolution R2018-39s2 states that “since the last update of the Pierce County CWSP many changes have occurred relating to water resources, water supply and land use planning; and ... a review and update of the Pierce County CWSP would make it more applicable to current and anticipated issues, and is provided for under law.” This provides the basis for updating the CWSP.

2.2.2 WUCC Membership

WAC 246-293-150 states that composition of the WUCC shall consist of one representative from each of the following:

- County legislative authority within the declared area
- County planning agency having jurisdiction within the declared area

- Health agency having jurisdiction within the declared area under RCW 70.08, 70.05, and 43.20
- Water purveyors with more than 50 services within the declared area

The current WUCC membership is provided in Appendix 2-1.

2.2.3 Subcommittee Structure

Resolution R2018-39s2 outlined the topics to address in the CWSP update process. At the WUCC kickoff meeting on October 31, 2018, the WUCC defined the following four subcommittees to address the defined topics:

- Supply and Demand
- Service Areas
- Regional Planning and Coordination
- Policies and Procedures

Each subcommittee discussed and provided direction to its members and the consultant team regarding research and analysis of the various topics. The subcommittees then reviewed draft CWSP materials developed by the consultant team, and referred draft CWSP chapters to the full WUCC for consideration.

3 Water Utility Service Areas

This chapter describes the purpose and definition of water utility service areas and defines Pierce County policies related to their designations and modifications. Also included in this chapter are considerations related to wellhead protection areas (WHPAs).

3.1 Purpose of Service Areas

The Coordination Act requires that a procedure be established to identify the service areas of public water purveyors within the CWSSA. The establishment of service area boundaries carries with it two obligations:

- County and State governments recognize an identified purveyor as the responsible agency for providing all public water service within a designated area.
- The purveyor shall assume responsibility, within its service area, for planning and implementing water system development and proper utility management to support local land use and zoning plans.

The Coordination Act requires that service area boundaries be established by agreement among the purveyors based on a variety of factors including topography, readiness and ability to serve, local franchise areas, legal water system or municipal boundaries, population projections, and sewer service areas. It also specifies that these service areas be developed in conformance with the land use policies of the County. Designated service areas include those areas in which the purveyor expects adequate customer growth, within a reasonable period, to support an established plan for system development.

The County maintains a public GIS database that includes mapping of Group A water purveyor service areas. This database can be accessed at the following link:

<https://matterhornwab.co.pierce.wa.us/publicgis/>

To view water purveyor service areas, open the data menu and open the “Utilities” category. Check the box next to “Water Purveyors” to activate this layer. This layer is not viewable at all map scales; if the box is greyed out and cannot be activated, zoom in on the map until the layer can be activated.

Mapping of Group B water system service areas is maintained by TPCHD.

3.2 Service Area Definitions

Multiple service area definitions exist in State law. The Coordination Act makes a distinction between **current service area** and **future service area**: current service area is where a water system currently provides water to customers, and future service area is “a specific area a water system in a Critical Water Supply Service Area plans to provide water service as determined by a written agreement between purveyors.” The term **service area** refers to the largest area identified where a water system currently provides

service and may provide service in the future, including areas where water is provided on a wholesale basis.

The MWL states that expanding water systems that conduct planning activities under WAC 246-290-100 (i.e., that submit a WSP to DOH subsequent to passage of the MWL) have a “duty to serve” all developments in their **retail service area**, and does not define “current service area” or “future service area.” See Section 3.3 for further detail regarding the “duty to serve” obligations related to **retail service areas**.

Furthermore, under the MWL, the **service area** (as defined in the first paragraph above) may represent the “place of use” (POU) for a water system’s water rights, if the requirements of WAC 246-290-107 are met.

As a result of the use of different terms (and the associated ambiguities related to definition of “service area”), the WUCC voted in 2009 to remove the difference between current and future service areas by enacting Policy 2009-001 of the CWSP Administration Policies and Procedures Manual. This policy had the effect of defining the entirety of an expanding municipal water system’s service area as defined in the CWSP (i.e., including both current and future service areas) as the system’s **retail service area**. Therefore, all expanding municipal water systems in the County have the “duty to serve” all new developments within their CWSP-defined service area, which is taken to be their retail service area. Growth management objectives established for these areas by local land use planning entities must be accounted for in each purveyor’s approved WSP and planned capital improvements.

In the 1980s, prior to and during the development of the original Pierce County CWSP, several small water systems were established in the County to serve platted developments, with no plan to expand beyond the defined development area. As part of preparing the original Pierce County CWSP, DOH sent letters to all existing water systems requesting service area maps, but responses were not provided by all small systems. The service areas for these systems (i.e., where they have an obligation to serve) were defined based on the development plats. While such a system is obligated to provide service to the platted development and adhere to its bylaws, it must also meet the requirements, and operate within the legal constraints, of its water supply sources, which in the case of water rights may be stated in the form of a maximum number of approved connections or a maximum volume of water that can be withdrawn.

Such systems are not required to conduct water system planning per WAC 246-290-100 and are not required to submit WSPs to DOH. As such, these systems do not have a retail service area, and the CWSP considers their service area to be as defined during the initial development of the CWSP. These systems must instead develop an SWSMP per WAC 246-290-105. DOH does not require formal submittal and recurrent updates of SWSMPs, but they should be made available to DOH upon request.

If a small system that is not currently required to conduct planning under WAC 246-290-100 chooses to seek expansion of its service area, or an increase in its maximum allowed connection capacity, the system would need to submit a WSP and define a retail service area (in which the “duty to serve” requirement applies) per the MWL.

A purveyor’s water facilities, such as sources of supply and reservoirs, can be located outside the purveyor’s service area. These facilities can be located within another

purveyor's retail service area, provided that the facilities are not used for direct retail service without the written concurrence of the designated purveyor.

3.3 Duty to Serve

In accordance with the MWL, expanding municipal water systems that are conducting planning under WAC 246-290-100 have a "duty to serve" water to all applicants seeking water service within their retail service area. The duty to serve is subject to the four "threshold determination" criteria listed below:

- The municipal water supplier has sufficient capacity to serve water in a safe and reliable manner
- The service request is consistent with adopted land use plans and development regulations
- The municipal water supplier has sufficient water rights to provide service
- The municipal supplier can provide service in a timely and reasonable (T/R) manner

Per the MWL, the water purveyor must develop policies that describe how service within its designated service area will comply with its "duty to serve" and how disputes regarding the application of such conditions of service and policies will be resolved.

3.4 Historical Service Area Designations and Agreements

At the beginning of the CWSP preparation in 1982, all known Group A and Group B public water supply systems were notified of the requirements of the Coordination Act for establishment of service areas. For those purveyors already providing water service, and not wishing to expand, a good-faith attempt was made to identify existing service areas.

Purveyors indicating plans for expansion were then provided a map showing adjacent service areas. These purveyors were asked to delineate a proposed future service area based upon the criteria established in WAC 246-290 and 293.

The mapping of all water service areas in the CWSSA is maintained by the County and is available in the County Public Geographic Information System (GIS) database.

All purveyors with defined service areas have also filed signed standard service area agreements with the County. Each such agreement is reviewed by the County in conjunction with individual WSPs or SWSMPs. DOH is the agency that approves WSP after PPW review and approval.

Water systems have the opportunity to review and modify their service areas during the WSP update process. A system conducting a WSP update must also inform adjacent systems of the update. Those adjacent systems may provide comments in response to ensure that service area boundary revisions are coordinated and mutually agreed upon by adjacent purveyors.

Once adopted as part of the CWSP, the designated service area is the exclusive service area of the identified utility. As a condition of being granted a designated service area, the utility shall meet the obligations and commitments identified in the CWSP.

3.5 Contested Service Areas

The Coordination Act provides for a mediation procedure to resolve contested areas between multiple purveyors at the local level. This procedure specifies that if contested service areas are not resolved within one year of the establishment of the CWSSA boundary, DOH must conduct a public hearing regarding the unresolved service area. At the termination of that hearing, DOH may either establish a service area line or impose a moratorium on new water service extensions to a “contested service area” pending resolution of that conflict. This moratorium would be limited to the area in question and is not extended to the entire service areas of the purveyors involved. Per statute, future contested service area issues may also be resolved through a public hearing conducted by DOH, as a matter of last resort.

Water systems in Pierce County have worked diligently over the past several decades to resolve service area boundary disagreements. As a result, currently no service areas are unresolved or contested within the Pierce County CWSSA.

3.6 Service Areas of Non-Expanding Systems

Small non-expanding water systems (such as those described in Section 3.2) may serve areas that are adjacent to, or entirely surrounded by, larger water systems. In some cases, the financial and operational challenges of maintaining an aging small system become too great for the system to effectively and sustainably manage on its own. Often, consolidation with an adjacent (or surrounding) system offers the most logical way to address such issues. The WUCC encourages consolidation of small water systems into larger systems where feasible so as to avoid significant governance and managerial challenges. Additional discussion regarding the challenges facing small water systems and potential means of addressing them, such as consolidation, is provided in Chapter 6.

An area served by a small system entirely surrounded by a large system is not considered part of the larger system's retail service area. If the small system were to consolidate into the larger system, the larger system would need to update or amend its WSP to redefine its retail service area to include the area originally served by the small system. Therefore, large water systems should identify small systems within their system that may potentially be incorporated into their system in the future, and how that would affect their retail service area. These areas may be displayed on the retail service area map in such a way as to indicate they represent a potential part of the retail service area in the future.

3.7 Service Area Change Procedure

Service area boundaries are subject to change. Consequently, service area mapping is intended to be dynamic and is expected to be revised, as necessary, to accurately reflect service area boundary changes.

As noted and reaffirmed in Policy 2009-001, any changes in water service areas require submittal of a WSP or SWSMP, or amendments to such documents, per DOH requirements. Thus, if a purveyor determines that it is not able to fulfill its “duty to serve” requirements throughout its entire retail service area, the most effective resolution is through modification to its retail service area per documentation in a WSP or SWSMP, or

amendment thereof, as long as it does not create a boundary conflict with adjacent purveyors.

In cases where a water purveyor is transferring a small portion of its service area to another purveyor and the purveyor receiving said area has already demonstrated in its WSP or SWSMP that it has the capacity and ability to serve the area, then the purveyors are only required to amend their service area mapping and communicate the changes to PPW. The service area changes will then be documented in the County's GIS. The purveyors and PPW also sign new service area agreements that are kept on file at PPW. No WSP or SWSMP amendment or update is required solely to implement these types of minor service area changes, though they would ultimately be documented in subsequent WSP or SWSMP updates.

According to the MWL, a municipal water supplier has the ability to change its authorized POU by amending its WSP as opposed to filing a water right change application with the Washington State Department of Ecology (Ecology). Following concurrent review by the County and DOH, and once local government consistency requirements are satisfied, the utility's CWSP water service areas are adjusted to correspond to those boundaries identified in the approved WSP or SWSMP.

3.8 Wellhead Protection

Water purveyors are subject to requirements related to geographical areas that are different from their service areas. For purveyors in the County using groundwater supplies, a significant area of interest is their WHPA, an area defined to help protect and maintain the quality of a system's groundwater sources. Concerns have arisen regarding some land uses and activities that are being permitted by local land use authorities within WHPAs that could adversely impact groundwater quality.

As part of this CWSP update, the WUCC explored the level of protection provided by current local regulations to determine if additional protections may be warranted regarding permitted uses within a WHPA. A discussion of the current regulatory framework regarding this topic is provided below.

3.8.1 State Regulations

The federal Safe Drinking Water Act requires states to develop a wellhead protection program (WHPP) to protect groundwater used for public drinking water supply. In 1994 DOH implemented WHPP requirements for public water systems. WHPP requirements are described in WAC 246-290-135: Source Water Protection.

A WHPP must contain the following key components:

- A completed Susceptibility Assessment Form for each water source (e.g., well, spring)
- A delineated WHPA for each well, wellfield, or spring, with mapped 6-month and 1-, 5-, and 10-year time-of-travel zones for wells and mapped watershed control areas for springs
- A secured sanitary control area (SCA) around each water source (100-foot radius for wells, 200-foot radius for springs)

- An inventory of potential contaminant sources in the WHPA, updated every 2 years
- Documentation showing that the water system sent delineation and inventory findings to required entities
- Contingency plans for providing alternate drinking water sources if contamination does occur
- Coordination with local emergency responders for appropriate spill or incident response measures

Counties and local health departments may establish jurisdictional regulations in their code regarding WHPA regulations.

Regulatory agencies may use the broader term “critical aquifer recharge area” (CARA) to set regulations and permit requirements for hazardous land use types relative to water supply. WHPAs and SCAs can be designated as subsets of CARAs.

3.8.2 Pierce County CARA Regulations

WHPA policies are codified in Chapter 18E.50 “Aquifer Recharge and Wellhead Protection Areas” of the PCC. WHPAs are defined as “areas that lie within the ten-year time-of-travel zone boundary of a Group A public water system well, as delineated by the water system purveyor or its designee, pursuant to WAC 246-290-135.” Standards (i.e., allowed uses) are listed in narrative form in PCC Section 18E.50.040. Categories of uses are “Prohibited Uses” (no exceptions), Agricultural Uses, Non-Hazardous Uses, and Hazardous Uses – Storage Tanks. Each category has standards of review and/or construction that are required to be permitted in a WHPA. Therefore, agricultural, non-hazardous, and hazardous uses are allowed in WHPAs, but only upon permit approval contingent on special design or mitigation. Permitting regulations apply only to new proposed developments/land uses; preexisting developments in WHPAs may continue to operate as usual.

The PCC also includes a maximum impervious surface area standard depending on development type and zoning for groundwater recharge purposes.

3.8.3 TPCHD Regulations

TPCHD regulations describe broad requirements related to SCAs only. The regulations are codified in Chapter 3, Section 14D.e of the TPCHD Environmental Health Code. The regulations describe the definition of SCA, regulations describing water system management requirements in their SCA, and broad descriptions of activities prohibited in SCAs. The code is non-specific about land uses prohibited in SCAs.

Section 14D.e.4 notes that enforcement provisions are codified in Chapter 1 of the Environmental Health Code.

Upon notification of a violation, TPCHD has three tiers of options to correct the violation:

1. **Notice of violation and order to correct:** This is the first course of action upon notification of a violation. The health officer will inform the involved party that it is violating the SCA regulations, and include an order to correct the violation.

2. **Remedies:** Upon notice of violation, the health officer has several remedial options to correct the violation. The chosen remedy depends on the situational needs, at the discretion of the health officer.
3. **Penalties:** Administrative civil penalties, ranging in value based on duration of violation, are identified in the Environmental Health Code.

3.8.4 Municipal Regulations

Many municipalities in the County have regulations that speak to CARAs and/or WHPAs, with varying levels of detail regarding identification of land uses and activities that are prohibited within such areas.

3.8.5 WHPA Regulations in Other Counties

The WUCC conducted a review of CARA and WHPA regulations in other counties, to identify approaches to regulation of land uses and activities within WHPAs in other areas. This research identified examples, such as in Thurston County, where lists of specific activities, more detailed than that currently depicted in PCC, are included in code, identifying those activities that are allowed without permit, allowed with permit, or outright prohibited, organized by WHPA category or time-of-travel zone.

3.8.6 Stormwater Injection Wells

Water systems in western Washington are seeing an increase in the use of underground injection control (UIC) for stormwater management. Stormwater UIC wells pose a risk to the groundwater supplies of drinking water systems. As such, it is critical that the regulatory framework related to UIC wells is sufficiently protective of groundwater quality. As the County and municipalities update and modify codes and ordinances pertaining to WHPAs, placement of UIC wells should be restricted to areas demonstrated to not adversely impact drinking water supplies.

3.9 Policy Statements

Policy statements related to the topics addressed in this chapter of the CWSP are:

- **3-1. Service Area.** For an expanding water system that is conducting planning under WAC 246-290-100, its CWSP-designated water service area is the same as its retail service area, per the MWL definition. For a small, non-expanding water system not conducting planning activities under WAC 246-290-100, its CWSP service area remains as it was defined during development of the original CWSP, and its service area is not considered a MWL retail service area.
- **3-2. Retail Service Area.** Any changes in retail service areas require submittal of a WSP or SWSMP, or amendments to such documents, per DOH requirements. Thus, if a purveyor determines that it is not able to fulfill its “duty to serve” requirements throughout its entire retail service area, the most effective resolution to this is through modification to its retail service area per documentation in a WSP or SWSMP, or amendment thereof. In cases where a water purveyor is transferring a small portion of its service area to another purveyor and the purveyor receiving said area has

already demonstrated in its WSP or SWSMP that it has the capacity and ability to serve the area, then the purveyors are only required to amend their service area mapping and communicate the changes to PPW. The service area changes will then be documented in the County's GIS. The purveyors and PPW also sign new service area agreements that are kept on file at PPW. No WSP or SWSMP amendment or update is required solely to implement these types of minor service area changes, though they would ultimately be documented in subsequent WSP or SWSMP updates.

- **3-3. Water System Consolidation.** Larger water systems should consider opportunities for consolidation of smaller systems on a case-by-case basis where smaller water systems are also interested in and willing to participate in such actions, particularly where small systems are entirely surrounded by a single larger system. Such opportunities should be documented in WSPs.
- **3-4. Wellhead Protection.** Pierce County and municipalities should consider including in code/ordinance the descriptions of specific land uses and/or activities that are prohibited within WHPAs or that require specific additional planning and monitoring requirements, including stormwater injection wells and infiltration basins. The Thurston County approach, provided in Appendix 3-1, could be used as an example for consideration in developing such codes/ordinances.
- **3-5. Wellhead Protection.** Pierce County and/or TPCHD should allocate additional resources to enforcement of WHPA regulations or provide water purveyors with the authority to conduct such activities themselves.

4 Minimum Design Standards

This chapter of the CWSP describes design and performance policies that are adopted as minimum standards for new and expanding public water systems operating in Pierce County. These standards are codified in PCC Chapter 19D.130, titled “Pierce County Coordinated Water System Plan Minimum Standards and Specifications for Public Water System Planning, Design, and Construction”. The minimum standards and specifications apply to public water system planning, design, and construction for a purveyor’s plan to serve a given area with an adequate level of service that will provide for the health and safety of water system customers. The specifications are also intended to provide compatibility of system infrastructure between adjacent water purveyors. Purveyors shall adopt the minimum standards contained in this chapter, and may adopt more stringent standards.

4.1 Urban and Rural Levels of Service

Minimum standards are different for urban and rural areas. Urban levels of service are provided within UGA boundaries, whereas rural levels of service are to be provided outside the UGA. Delineation of urban and rural areas is provided in the Pierce County Comprehensive Plan and is shown in Figure 1-1.

Water purveyor planning and facility design in rural areas must seek a level of service that is consistent with realistic expectation of development in these areas. In many areas, a density of development that justifies large-scale facilities may not be likely.

The minimum design requirements in rural areas require more site-specific water supply planning. Public water purveyors serving low-density rural residential areas are expected to plan only domestic water service. An individual or developer who proposes land uses other than current zoning is responsible for identifying additional water needs for the proposed development, and shall then enter into an agreement with a purveyor or satellite management agency (SMA) if some or all of those needs must be met by the public water system.

4.2 Minimum Design Standards

This section presents minimum water system design standards, including discussion of their purpose, application of standards, general provisions, and specific provisions.

4.2.1 Purpose

Minimum design standards are intended to provide a base level of utility planning and design for public water purveyors. Once the CWSP update is approved by DOH, these standards will apply to expanding public water systems and to the construction of new public water systems. The base-level planning must provide for development consistent with adopted land use plans of the agencies with jurisdiction per WAC 246-290-100. Uniformity and consistency in standards will, in the long term, reduce costs to consumers as system interties and/or consolidation of utilities takes place. Reliability of water supply will also be improved.

The minimum design standards described herein, and as codified in PCC Chapter 19D.130, do not apply to municipalities insofar as service within corporate boundaries is concerned. However, it is expected that municipalities will adopt (or have adopted) design standards at least equal to those in the CWSP.

4.2.2 Application of Standards

Within the designated service area of a purveyor, new facilities shall be designed and installed according to the minimum design standards adopted by the purveyor. As noted at the beginning of this chapter, the purveyor shall adopt the minimum standards as identified in this CWSP and may adopt more stringent standards.

Land use designations that determine minimum standards shall be those identified in the adopted Pierce County Comprehensive Plan and implementation ordinances. These land use designations shall be identified in a purveyor's water system plan, and the purveyor shall use the land use designations for their service area when establishing design requirements and when planning and implementing capital improvements.

The purveyor shall prepare a plan and a program of capital improvements needed to provide the anticipated level of service within each land use area in its service area. When the purveyor receives a request to expand water service, it can identify the planned capital improvements that are needed to provide the service requested. As growth occurs, the full level of water service will eventually be provided throughout the service area of the purveyor in a planned, phased program that meets County requirements and minimizes overall cost to the customers. If municipalities extend water service to customers outside of city limits, the design standards adopted by the municipality for service in the unincorporated area must meet the minimum standards in this CWSP.

4.2.3 General Provisions

This section presents general provisions for various aspects of water system planning and design.

Source Development. New sources of water must be designed to meet Ecology and DOH regulations and design guidelines including WAC 173-160, "Minimum Standards for Construction and Maintenance of Wells," as administered by Ecology and TPCHD, and WAC 246-290, "Group A Public Water Supplies," as administered by DOH. All test and production wells must be drilled in accordance with detailed drilling and testing specifications in WAC 173-160.

Water Rights. Water rights must be obtained in accordance with Ecology regulations and procedures, and copies of water rights documents, correspondence, and other records are to be maintained on file with the purveyor.

Water Quality. Water quality must be shown to conform to DOH criteria specified in WAC 246-290 and/or any additional, more stringent requirements applied by TPCHD.

General Design Standards Incorporated by Reference. The existing standards listed below, or as may be modified by the appropriate authorities, are hereby incorporated by reference. Priority for application of these standards is in the order listed, but the most stringent of these shall apply. Except as otherwise superseded by the CWSP standards

described herein, these standards will apply to water system design, installation, modification, and operation.

1. Group A Public Water Supplies (WAC 246-290)
2. *Water System Design Manual* (DOH Publication 331-123)
3. *Standard Specifications for Road, Bridge, and Municipal Construction*, as published by the Washington State Department of Transportation (WSDOT)/American Public Works Association (APWA), latest edition
4. Standards of the American Water Works Association (AWWA)

General Material Specifications and Construction Standards. Construction within incorporated areas remains subject to municipal permitting requirements. All requirements of the permit shall become part of these specifications.

Selection of materials and construction of water system facilities in Pierce County shall conform to the following, at a minimum:

For distribution facilities equal to or greater than 4 inches in diameter:

1. Applicable County or municipal ordinance(s), and
2. WSDOT/APWA *Standard Specifications for Road, Bridge, and Municipal Construction*, or
3. AWWA standards
4. Polyvinyl chloride (PVC) pipe meeting the requirements of American Society of Testing and Materials (ASTM) D2241, with a maximum standard dimension ratio of 21

For distribution facilities less than 4 inches in diameter:

1. Applicable County or municipal ordinance(s), and, if applicable,
2. WSDOT/APWA *Standard Specifications for Road, Bridge, and Municipal Construction*, or
3. AWWA standards

Along County road rights-of-way in unincorporated areas, a purveyor must obtain a franchise to place or repair infrastructure within the right-of-way. The purveyor must also obtain a County right-of-way permit for each individual project within the right-of-way prior to construction.

Hydrostatic Pressure Test. Hydrostatic pressure leakage tests are to be conducted in accordance with WSDOT/APWA Section 7-11.3(11) or AWWA C-600 specifications, and may be conducted by more stringent standards at the discretion of the purveyor.

Disinfection and Bacteriological Testing. All pipe, reservoirs, and appurtenances shall be flushed and disinfected in accordance with DOH standards, as provided in WAC 246-290.

Power Supply Reliability. In accordance with WAC 246-290-420 and per Section 5.11.1 of the DOH *Water System Design Manual*, reliable power supply should be provided to all sources, pump stations, and treatment plants. Furthermore, for public water systems

that do not provide minimum fire flows solely by gravity, the reliability requirements established in WAC 246-293-660 pertaining to pumping facilities shall be met.

Utility Interties. When planning for system improvements or extensions, specific locations, size, and alignment of major water lines, a purveyor shall incorporate consideration and coordination of emergency interties with adjacent water purveyors.

Flow Measurement. All connections to the water system must have a water meter. The purveyor may develop specific provisions regarding metering requirements for individual structures. If approved by the water purveyor, domestic water consumption may be measured by a master meter for service to a complex, under single ownership, and where water utility line subdivision is impractical. Service lines providing fire flow may be required by the purveyor to be equipped, at a minimum, with a detector meter.

All new groundwater sources shall be provided with devices to measure depth to water, and total water production. Installation of these devices is also recommended for existing groundwater sources. All new sources for which water treatment is included shall be provided with flow measurement.

Cross-Connection Control. Water purveyors are responsible for developing and implementing cross-connection control programs in accordance with WAC 246-290-490. The purveyor's responsibility for cross-connection control shall begin at the water supply source and ends at the point of delivery to the customer (i.e., at the downstream end of the purveyor's service connection or water meter). Cross-connections between the distribution system and a customer's system are eliminated or controlled through installation of approved cross-connection control devices (e.g., backflow preventer commensurate with the degree of hazard). This is accomplished through a program that relies on either of the following:

- Premise isolation as defined in WAC 246-290-010 (i.e., installation of cross-connection control devices at or near the service connection)
- Premise isolation and in-premises protection as defined in WAC 246-290-010 (i.e., installation of cross-connection control devices at the point of hazard, within a customer's property/system)

Implementation of cross-connection control programs requires close coordination with the applicable local administrative authorities (i.e., those entities responsible for enforcing building and plumbing codes). In the case of programs that rely in part on in-premise isolation, the purveyor must have reasonable access to the customer's premises to conduct an initial hazard evaluation and periodic reevaluations. This is often challenging as purveyors do not have the authority to access private property for inspections, although an in-premise approach requires this. Some purveyors have addressed this by incorporating into their conditions of service provisions that grant the purveyor access to the property (subject to specific requirements, including customer notification). To address this issue in a more direct and uniform way, the WUCC recommends that a State legislative change be made expressly granting water purveyors access to customer property for the purpose of hazard inspections related to in-premise cross-connection control programs.

4.2.4 Specific Provisions

This section presents specific provisions related to water system planning and design.

Pressure Requirement. Water systems shall be designed to maintain a minimum residual pressure of 30 pounds per square inch (psi) at the point of delivery under maximum demand flow conditions, excluding fire demand. For water systems requiring fire flow capability, the design shall be adequate to maintain, under fire flow conditions, positive pressure throughout the system and a 20 psi residual pressure in mains supplying fire hydrants in use, per WAC 246-290.

Pipe Sizing. Water mains shall be sized using the *DOH Water System Design Manual*. Minimum main size may be established by a licensed engineer using recognized hydraulic analysis techniques. Water main size shall be adequate to deliver fire flow, if required, and to maintain the pressure requirement defined above.

Isolation Valving. Valving shall be installed in a configuration that permits isolation of distribution system lines. A valve is not generally required for short block lines of less than 100 feet. In addition, unvalved lengths of pipe serving commercial, multifamily, or school areas, should not exceed 400 feet. Greater spacing between isolation valves is allowed on transmission lines, to be determined on a case-by-case basis by the purveyor.

Air and Air-Vacuum Relief Valves. To minimize problems associated with air entrainment, the purveyor shall provide for installation of air or combined air-vacuum relief valves at appropriate points of high elevation in the system.

Blow-off Valves. A blow-off assembly shall be installed on all dead-end runs and at designated points of low elevation within the distribution system. The blow-off assembly shall be installed in the utility right-of-way except where an access and construction easement is provided for in writing by the water purveyor. In no case shall the location be such that there is a possibility of back-siphonage into the distribution system.

Storage. Storage requirements are based upon the following three components:

- **Equalizing storage,** required to supplement production from water sources during high-demand periods
- **Standby storage,** required as backup supply in case the largest source is out of service
- **Fire storage,** required to deliver the level of fire flow service identified in the purveyor's approved plan

Sizing of storage facilities shall be adequate to provide for equalizing storage plus the larger of standby or fire storage requirements. Equalizing and standby storage volumes shall be determined using the *DOH Water System Design Manual*. Fire storage volumes shall be determined using the fire flow and duration as provided in level-of-service requirements in municipal ordinance and the purveyor's approved plan or, at a minimum, requirements specified in the CWSP (see Section 4.3). Siting of storage facilities should consider locations that provide gravity flow.

General Facility Placement. Below-ground facilities shall be located in accordance with applicable municipal or County ordinances. Where no ordinance applies, water mains

shall be installed at a location that is compatible with the existing water system, terrain, and location of other utilities.

In addition, all piping, pumping, source, storage, and other facilities shall be located on purveyor-owned property and/or within public rights-of-way or dedicated utility easements. Utility easements must be a minimum of 15 feet in width, and piping shall be installed no closer than 5 feet from the easement's edge. Exceptions to this minimum easement may be approved by the water purveyor. Purveyor access shall be provided to all public water system lines and their appurtenances and public fire hydrants that are maintained by public agencies or purveyors.

Pipe Cover. The depth of trenching, installation of pipes, and backfill shall be such as to give a minimum cover of 36 inches over the top of the pipe. This standard shall apply to transmission, distribution, and service piping. Backfill up to 12 inches over the top of the pipe shall be evenly and carefully placed. Remaining depth of trench is to be filled in accordance with applicable construction standards identified in the utility's general provisions. Materials capable of damaging the pipe or its coating shall be removed from the backfill material.

Separation Distances. Whenever possible, transmission and distribution water piping shall be separated by at least 10 feet horizontally from on-site waste disposal piping, drainfields, and/or wastewater gravity or force mains. At a minimum, the bottom of the water main shall be 18 inches above the top of the sewer. Where local conditions prevent such horizontal and/or vertical separation, closer spacing is permissible where the separation is mitigated in the design and construction, and meets requirements set forth in Ecology's *Criteria for Sewage Works Design* and WSDOT/APWA *Standard Specifications for Road, Bridge, and Municipal Construction*.

4.3 Fire Flow Requirements

This section describes the minimum fire flow requirements established in PCC for all new and expanding public water systems in Pierce County. In addition, long-range planning-level guidance is provided to aid utilities in the planning and design of infrastructure to address higher fire flow requirements that are likely to be imposed on future development.

4.3.1 Minimum Fire Flow Requirements

Table 4-1 lists the minimum fire flow requirements applicable to new and expanding public water systems, as established in PCC Chapter 17C.60.165. Exempted from these requirements are new water systems or new additions to existing systems when all lots to be served by the new system or new addition are one gross acre or more in size and uses are limited to single-family development.

Table 4-1. Minimum Fire Flow Requirements

Type of Development	Location/Area	Fire Flow Required (gpm) ^{a,b}	Minimum Duration (minutes)
Single-family and Duplex	Urban and rural	750	45
Multifamily	Urban	1,500	60
Multifamily	Rural	750	45
Commercial	Urban	1,500	60
Commercial	Rural	750	45
Industrial	Urban and rural	2,000	120

^a Water systems serving multiple properties shall provide a minimum of 1,500 gallons per minute (gpm).

^b This table represents the minimums for compliance with land subdivision. Building and facility development on subdivided land may require fire flow in the range of 1,500 to 3,500 gpm.

4.3.2 Fire Hydrants

For new and expanding systems, new fire hydrants shall be installed according to the spacing requirements established in PCC Chapter 17C.60.165 and as listed in Table 4-2.

Table 4-2. Maximum Hydrant Spacing Based on Minimum Fire Flow Requirements

Minimum Fire Flow Requirement (gpm)	Average Spacing between Hydrants ^{a,b,c} (ft)
750	700
1,500	500
2,000	450

^a Hydrants shall be provided along adjacent public and private roads. When practical, hydrants shall be located at street intersections.

^b On dead-end streets and roadways not exceeding 600 feet in length and serving property designated to be used for single-family or duplex dwellings there need not be hydrants located on said dead-end street or roadway if there is an approved hydrant at the intersection.

^c Where streets are provided with median dividers or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall comply with Table 4-2 on both sides of the street.

For new hydrant installation and when existing hydrants are replaced on public water systems required to provide fire flow, standard hydrants shall have minimum 5-inch main valve openings (MVOs) with two 2½-inch National Hose (N.H.) outlet ports and one 4½-inch N.H. outlet port. The 2½-inch ports and the 4½-inch outlet ports shall have threads that correspond with and meet the approval of the local fire department. All new hydrants, including replaced hydrants, shall be provided with 5-inch storz fittings, and shall meet the current AWWA standards. Additional requirements are:

1. **Hydrant locations:** Hydrant locations shall be determined by the Fire Marshal in partnership with the water purveyor, guided by the maximum spacing indicated by Table 4-2.

2. **Auxiliary gate valve:** An auxiliary gate valve shall be installed to permit the repair and replacement of the hydrants without disruption of water service.
3. **Setup:** Hydrants shall stand plumb and be set to the finished grade. The bottom of the lowest outlet of the hydrant shall be no less than 18 inches above the grade. There shall be 36 inches of clear area around the hydrant for operation of a hydrant wrench on the outlets and on the control valve. The pumper port shall face the street. Where the street cannot be clearly defined or recognized, the port shall face the most likely route of approach and the location of the fire truck while pumping, as determined by the Fire Marshal.
4. **Accessibility:** Hydrants shall be accessible for fire department pumpers.
5. **Plans:** The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Plans or drawings shall be furnished to the Fire Marshal for review and approval.
6. **Color coding:** Color coding, when used, shall be in accordance with National Fire Protection Association (NFPA) 291.

4.3.3 Fire Flow Standards in Pierce County Code

The minimum standards for fire flows and fire hydrants described in Sections 4.3.1 and 4.3.2 are codified in PCC Chapter 17C.60.165. As of the adoption of this CWSP update, the PCC does not require that the County consult with the WUCC regarding potential changes to fire flow requirements. The WUCC notes that this lack of involvement may lead to future changes in standards that are unreasonably difficult for a purveyor to meet due to reasons such as changes in zoning within a service area requiring up-sizing to meet new flow standards. Therefore, the WUCC proposes an amendment to the PCC requiring that the County consult with the WUCC if reviewing and changing fire flow design standards.

4.3.4 Long-Range Planning-Level Guidance for Fire Flows

Minimum fire flow requirements are established by zoning categories. Issues may arise when specific developments or proposed land uses for a given parcel(s) trigger higher fire flow requirements than were associated with parcel zoning at the time of water system installation. In such cases, the water infrastructure might be undersized. A similar situation can occur if an area is up-zoned to accommodate higher densities. In these cases, additional burdens are placed on water utilities and developers to accommodate higher fire flow requirements than what the system was designed for.

To assist in mitigating these issues in the future, new and expanding water systems are encouraged to plan and design for higher fire flow requirements that may be imposed on future development. This CWSP provides guidance in this regard by identifying recommended long-range planning-level fire flow targets that are intended to serve as guidelines during the planning and design of future improvements. These recommended target flows and durations, developed in coordination with the County Fire Marshal and the WUCC, are shown in Table 4-3, listed by land use category.

Table 4-3. Long-Range Planning-Level Fire Flows

Land Use Category	Fire Flow Target (gpm)	Duration Target (minutes)
Residential and Resource: Low Flow ^a	1,000	60
Utility and Civic ^b	1,500	60
Residential and Resource: High Flow ^c	1,500	120
Commercial and Industrial ^b	2,500	180

^a Land uses in these categories include single-family detached housing; two-family housing; group home; mobile home; mobile home park; agritourism; agricultural services; animal production, boarding and slaughtering; crop production; fish processing, hatcheries, and aquaculture; forestry; and surface mines.

^b Refer to PCC Chapter 18A.33 for descriptions of all land uses within this land use category.

^c Land uses in these categories include multifamily housing, nursing homes, senior housing, agricultural supply sales, and craft distilleries.

Values in Table 4-3 are not to be considered minimum required fire flow requirements. Rather, they are recommended guidelines for new or expanding public water systems to consider when conducting capital improvement planning on a 30-year (or more) planning horizon. They also do not supersede the authority of the County Fire Marshal to issue other requirements specific to a proposed development during the development review process.

Long-range target fire flows are anticipated to be met by infrastructure improvements phased in over time, and in combination with upgrades necessitated by other factors (e.g., age, condition, etc.).

New or expanding public water systems shall include discussion in their WSPs regarding how improvements to existing infrastructure and the design of new infrastructure will consider anticipated increases in fire flow requirements for new development and redevelopment, or the reasons why higher fire flow requirements are not considered (e.g., because of constraints related to existing water supply capacities, cost of incorporating increased fire flows and durations in infrastructure design, etc.). Reference to the planning-level flows in Table 4-3, or other known planning targets applicable to the purveyor's retail service area, should be made in WSPs.

When existing infrastructure is not able to support minimum fire flow requirements associated with specific developments, mitigation techniques can be employed. These include fire sprinkling, use of non-combustible construction materials, increased building setbacks, and use of firewalls or fire barrier walls. Use of these mitigation techniques may be coordinated between the developer, water purveyor, and fire authority, and are to be considered on a case-by-case basis.

4.4 Accessory Dwelling Units

4.4.1 Background

An Accessory Dwelling Unit (ADU) is a self-contained residential unit located on the same lot as an existing single-family home. ADUs and their impacts on public water system planning have been a challenge for water systems for a long time, but a renewed

focus by the State legislature on encouraging their development as a way to offer a range of affordable housing options has brought increased attention to the topic.

ADUs are generally smaller in size and prominence (i.e., no more than 1,250 square feet) than the main residence on the lot. There are various types of ADUs, including those that are a separate unit within a home (e.g., in an attic or basement), an addition to a home with a separate entrance, or a separate structure on the lot of an existing home. Some in the latter category may be on a lot that cannot be subdivided under current zoning, while others may be on lots that could be subdivided and sold separately. Each community develops its own detailed definitions and regulations regarding ADUs, but must adhere to State regulations and local health codes, such as those put forth in RCW 43.63A.215 (Accessory Apartments—Development and Placement). Many communities in Pierce County have local codes that support development of ADUs to help address GMA goals regarding affordable housing and provision of a variety of housing densities.

4.4.2 ADUs as Connections

One of the challenges that ADUs pose for a water system is determining when an ADU constitutes a separate “connection” and understanding the related implications of this determination upon the water system. This challenge is compounded by the various meanings and interpretations of the term “connection” found in DOH regulations and guidance documents that pertain universally to various aspects of planning and operating public water systems, not just to ADUs. The WUCC recommends that DOH clarify the definition of the term “connection” as it pertains to the WAC and planning/design guidance related to public water systems, as this will in turn aid in resolving the uncertainties in determining when ADUs should be considered connections by State and local agencies, as discussed further below.

Specifically related to ADUs, DOH has established planning and design guidance regarding under what circumstances an ADU should be considered a separate connection. Regarding Group A water systems, the following is stated in Section 4.2.2 of the DOH Water System Design Manual (June 2020): “This manual considers an accessory dwelling unit (ADU) a separate connection if the ADU is physically separate from the main residence. If the ADU is physically within the main residence, the ADU is not a separate connection.”

A similar statement is made regarding new and expanding Group B systems in Section 2.0.1 of the DOH publication “Group B Water System Design Guidelines” (September 2018). In this publication, DOH states that an ADU that is located within a single family residence is not considered a separate service connection. DOH then concludes that a “mother-in-law apartment in the basement” and an “accessory dwelling unit incorporated into the main structure of the home” do not constitute separate service connections. DOH prefaces these conclusions by noting they result from the application of the definition of “service connection” in WAC 246-291-010.

*** This area is intentionally left blank.***

4.4.3 ADUs in Water System Planning

Larger Group A water systems are best positioned to plan for ADUs and have the most flexibility in how service is provided. Large Group A systems, which must meter their connections, have the ability to analyze historical water consumption data to understand the average usage of an ADU, which is typically less than that of a single-family residence, or equivalent residential unit (ERU). Such data may be used to forecast future water demands associated with projected ADU growth within their retail service area, as well as informing meter sizes and connection fees. Large Group A water systems typically have an “unspecified” designation regarding their number of DOH-approved connections. As such, they have flexibility in whether or not an ADU should be metered separately.

By contrast, smaller Group A systems (generally those serving fewer than 100 connections) and Group B systems do not have as much flexibility in managing ADUs, nor do they often have the capacity to readily analyze historical data. Most of these systems have a defined number of allowable connections. In such instances, it may not be feasible for a water system to provide service to ADUs if the system has already reached its maximum number of allowed connections. This is all the more difficult in light of water right restrictions for most Group B systems that prevent these small systems from increasing water demand beyond 5,000 gallons per day.

While the impacts of ADUs on water systems vary, and each water system can address ADUs in its own way (within the bounds of State and local regulations), the WUCC encourages consistency in how water systems plan for serving ADUs. To foster this, the WUCC recommends that future WSPs developed by public water systems in Pierce County be required to include a description of how the water system plans for and provides service to ADUs. This would include a description of how an ADU relates to an ERU in terms of water demand (e.g., is an ADU equal to an ERU, or some fraction of an

ERU); how an ADU's impact upon the water system's water rights, physical capacity, and ability to provide fire flow is evaluated; under what conditions an ADU must have its own meter; and, what connection fees apply to ADUs. The WUCC also recommends that water systems employ, to the extent practical, the best practice of analyzing historical water consumption of ADUs to derive what portion of an ERU is represented by an ADU's impact on the system.

4.5 Policy Statements

Policy statements related to the topics addressed in this chapter of the CWSP are:

- **4-1. Minimum Design Standards.** Minimum design standards for new and expanding public water systems in the Pierce County CWSSA are codified in PCC Chapter 19D.130, titled "Pierce County Coordinated Water System Plan Minimum Standards and Specifications for Public Water System Planning, Design, and Construction." Pierce County should review and modify this portion of the code to reflect the minimum design standards described in the CWSP update.
- **4-2. Fire Flow: Minimum Requirements.** Minimum fire flow requirements for public water systems in the Pierce County CWSSA are codified in PCC Chapter 17C.60.165, titled "Minimum Standards for Fire Flows, Water Mains and Fire Hydrants." Pierce County should modify this portion of the code to include a provision for WUCC review of proposed changes to minimum fire flow requirements, similar to the provision in PCC 19D.130.060 regarding a Standards Review Subcommittee that is charged with review of minimum design standards.
- **4-3. Cross-Connection Control.** A State legislative change should be considered that would expressly grant water purveyors access to customer property for the purpose of hazard inspections related to in-premise cross-connection control programs.
- **4-4. Fire Flow: Long-Range Planning-Level Guidance.** The CWSP provides guidance to new and expanding public water systems by identifying recommended long-range planning-level fire flow targets that are intended to serve as a guideline during the planning and design of future infrastructure improvements, to address fire flow requirements that are likely to be higher than the current required minimums for future development.
- **4-5. Fire Flow: Water System Plans.** New or expanding public water systems shall include discussion in their WSPs regarding how improvements to existing infrastructure and the design of new infrastructure will consider anticipated increases in fire flow requirements for new development and redevelopment, or the reasons why higher fire flow requirements are not considered (e.g., because of constraints related to existing water supply capacities, cost of incorporating increased fire flows and durations in infrastructure design, etc.).
- **4-6. Definition of Connection.** DOH should clarify the definition of the term "connection" as it pertains to the WAC and planning/design guidance related to public water systems.

- **4-7. Accessory Dwelling Units: Water System Plans.** WSPs should be required to include a description of how the water system plans for and provides service to ADUs. This would include a description of how an ADU relates to an ERU in terms of water demand (e.g., is an ADU equal to an ERU, or some fraction of an ERU); how an ADU's impact upon the water system's water rights, physical capacity, and ability to provide fire flow is evaluated; under what conditions an ADU must have its own meter; and, what connection fees apply to ADUs.
- **4-8. Accessory Dwelling Units: Planning.** Water systems should employ, to the extent practical, the best practice of analyzing historical water consumption of ADUs to derive what portion of an ERU is represented by an ADU's impact on the system. This can then aid the water system in forecasting water demands associated with ADU growth, and can support utility policies regarding connection fees related to ADUs.
- **4-9. Accessory Dwelling Units: Group B Systems.** DOH regulations should be construed consistently with that agency's published guidelines to support new accessory dwelling units when appropriate.

5 Utility Service Review Procedure

The proliferation of small water systems can lead to cumbersome regional water supply management and burdensome customer costs. Therefore, The Coordination Act requires that no new public water system be established within the CWSSA unless it is determined that existing purveyors are unable to provide water service. This chapter of the CWSP presents the procedures for reviewing applications for public water service in the County or other municipal entity in order to identify existing purveyors that are able to provide water service to such applicants and special review procedures in the case of land use changes to the Pierce County Comprehensive Plan. The procedures are based upon DOH regulations (codified in WAC 246-290 and 246-293), Chapter 3 “Water Regulations” of the TPCHD Environmental Health Code, and County policies and procedures necessary to comply with the Coordination Act.

The USRP is a mechanism designed to avoid the numerous and costly challenges posed by increased numbers of small water systems. Such challenges are discussed in more detail in Section 6.

5.1 Utility Service Review Procedure Process

The USRP applies to all proposed land use activities requiring approval by the County or other municipal entity, including formal subdivisions, large lot divisions, short subdivisions, land use permits and approvals, and the issuance of building permits. At the time an application is submitted for permits or approvals, or upon request, and upon payment of appropriate fees, PPW or TPCHD will initiate the review procedure. These entities will coordinate the review before the issuance of any approvals. A flow chart indicating the steps to be followed in the USRP is provided in Figure 5-1. Additional detail pertaining to certain steps of the process follows.

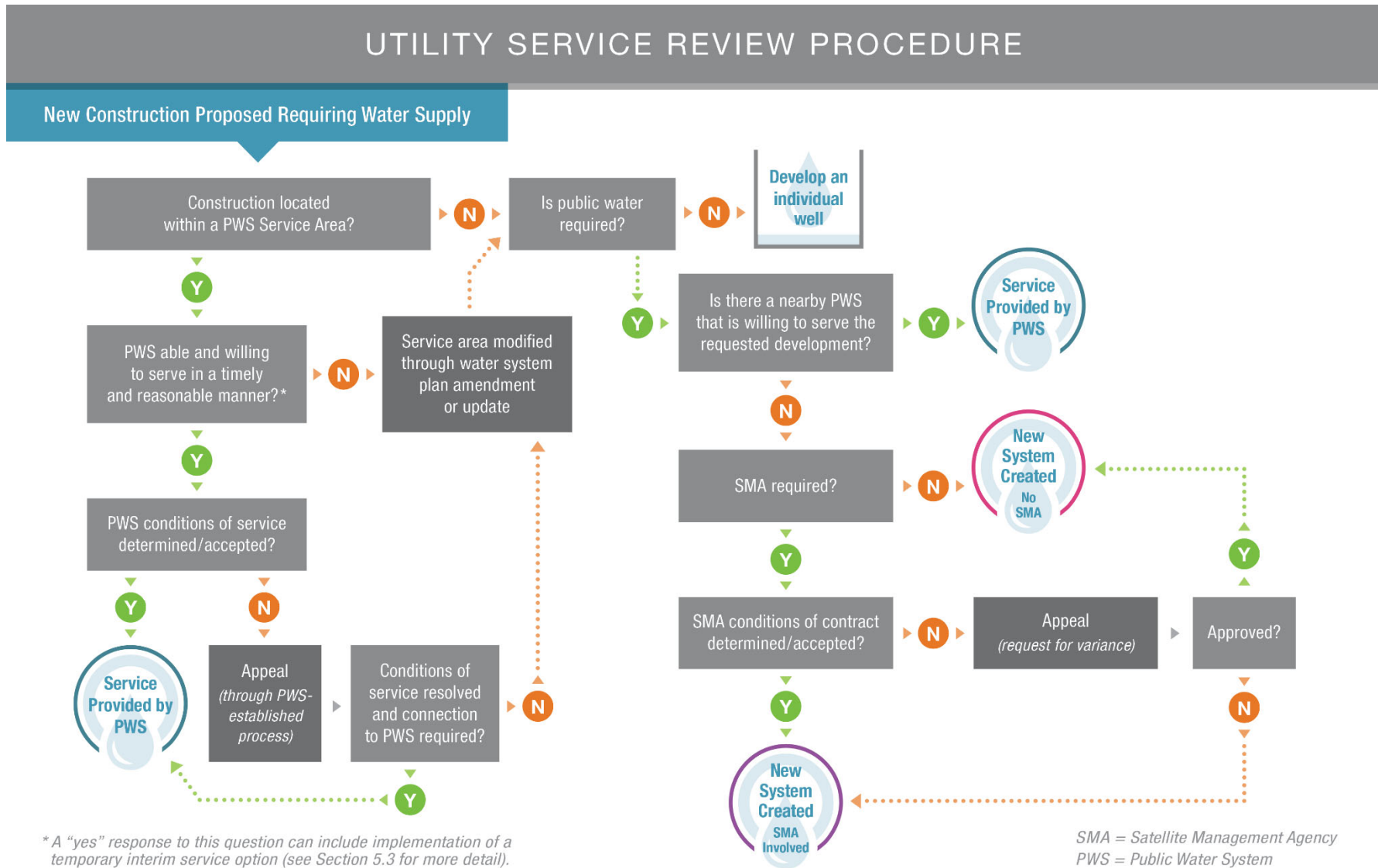


Figure 5-1. Utility Service Review Procedure Flow Chart

5.1.1 Determination of Water Service

When development applications conform to the County's Comprehensive Plan and development regulations, the USRP will generally follow the steps outlined in Figure 5-1. PPW will coordinate review of all land use applications received. PPW will be responsible for ensuring compliance with the Comprehensive Plan and appropriate land use regulations. Upon determination of appropriate land use designation, the Building Division will review building requests for conformance with the appropriate building codes.

Within unincorporated Pierce County, development projects that require water service will be referred to PPW, which maintains current records of approved WSPs and designated service areas. PPW will review the proposed water service request, and will refer the applicant to a designated public water system, adjacent public water systems, or SMAs, as outlined in the steps below. For developments located outside of a public water system's service area that do not require public water, an individual well may be developed.

When water service is required for a development, and the development is located within the retail service area of a public water system, that purveyor shall specify its intent to implement one of the following options:

- The purveyor can serve in a T/R manner and will make direct connection to the development
- The purveyor cannot provide service in a T/R manner and develops an interim service agreement with the developer, which leads to an eventual system connection
- The purveyor will not be able to serve the development in a T/R manner, nor at a future time, and thus reduces its retail service area by means of a WSP amendment

If it is determined that eventual water service cannot be provided by an existing purveyor within its retail service area, including with the use of temporary interim service options to serve the development in the near term, the service area boundary is adjusted accordingly through the processes described in Section 3.7, and ultimately documented in a water system plan amendment or update.

If the development is not located within the retail service area of an existing system and requires service from a public water system (i.e., not an individual well), PPW or TPCHD will refer the applicant to existing purveyors in the vicinity of the proposed development. An adjacent purveyor may decide to expand its service area to serve the applicant. Appropriate modifications to the retail service area maps and WSP(s) will then be completed by the affected purveyor(s), in accordance with the process outlined in Section 3.4. If the proposed development does not require public water service, an individual well may be developed.

If adjacent purveyors decline to serve the applicant, a new water system may be developed, in consultation with DOH. It shall be the burden of the applicant to provide documentation, if requested by PPW (or TPCHD, in the case of Group B systems), of correspondence with existing purveyors and justification for formation of the new water system. All new public water systems shall be managed and operated by an approved SMA, except water systems serving only two connections (no SMA required). PPW or

TPCHD will refer the applicant to a list of prequalified SMAs (see Chapter 6). The applicant is responsible for contacting the SMAs and negotiating conditions of service. If no SMAs are willing to manage and operate the water system, the water system shall contract with a State-certified water system operator to operate the water system.

As part of the water service application process, the proposed project must be reviewed with the water purveyor to identify the engineering, financial, managerial, and other requirements of service, consistent with the purveyor's established policies pertaining to T/R provision of service. If the applicant accepts the T/R conditions of service prescribed by the water purveyor, the purveyor shall provide to the applicant a signed certificate of water availability prior to the County's issuance of the required approval/permit.

If the applicant and purveyor are unable to agree on T/R conditions of service, the applicant may file a complaint or appeal according to the processes established by the purveyor for resolution of such issues within its service area. The MWL provides means for resolution of T/R disputes within retail service areas, including appeals to Superior Court.

After the preliminary plat or other land use permits are approved, but prior to the application for a building permit, it is recommended that a written contract be developed between the purveyor and applicant to formalize the conditions of service and responsibilities. Prior to final action on the requested land use action by the applicable land use jurisdiction and TPCHD, the water facilities are to be installed or bonded for completion to meet all applicable standards, and prior to issuance of a building permit and provision of water service by the purveyor, to be installed and approved by the water purveyor.

When development triggers new infrastructure, a WSP amendment is required by DOH. This in turn triggers the WSP review and approval process, including Ecology water right review, which must be completed prior to DOH approval of the amended WSP.

5.1.2 Land Use or Zoning Changes That Require Amendment of the County Comprehensive Plan

Figure 5-2 displays the current zoning in the County. Because water purveyor planning is based upon the existing Land Use Plan, there may be impacts to planned capital improvements caused by proposed land use changes. New or additional utility costs associated with changes in land use or zoning should be integrated into the decision-making process. This will allow the assignment of these costs to future customers that benefit from the land use change.

PPW should notify water purveyors to disclose and allow for comments on proposed land use changes within their service areas prior to approval of such changes, so that effects of these changes upon water utility service can be considered. The WUCC recommends that PPW develop a process wherein water utilities are engaged early in land use planning processes, prior to the point of submission of specific development applications.

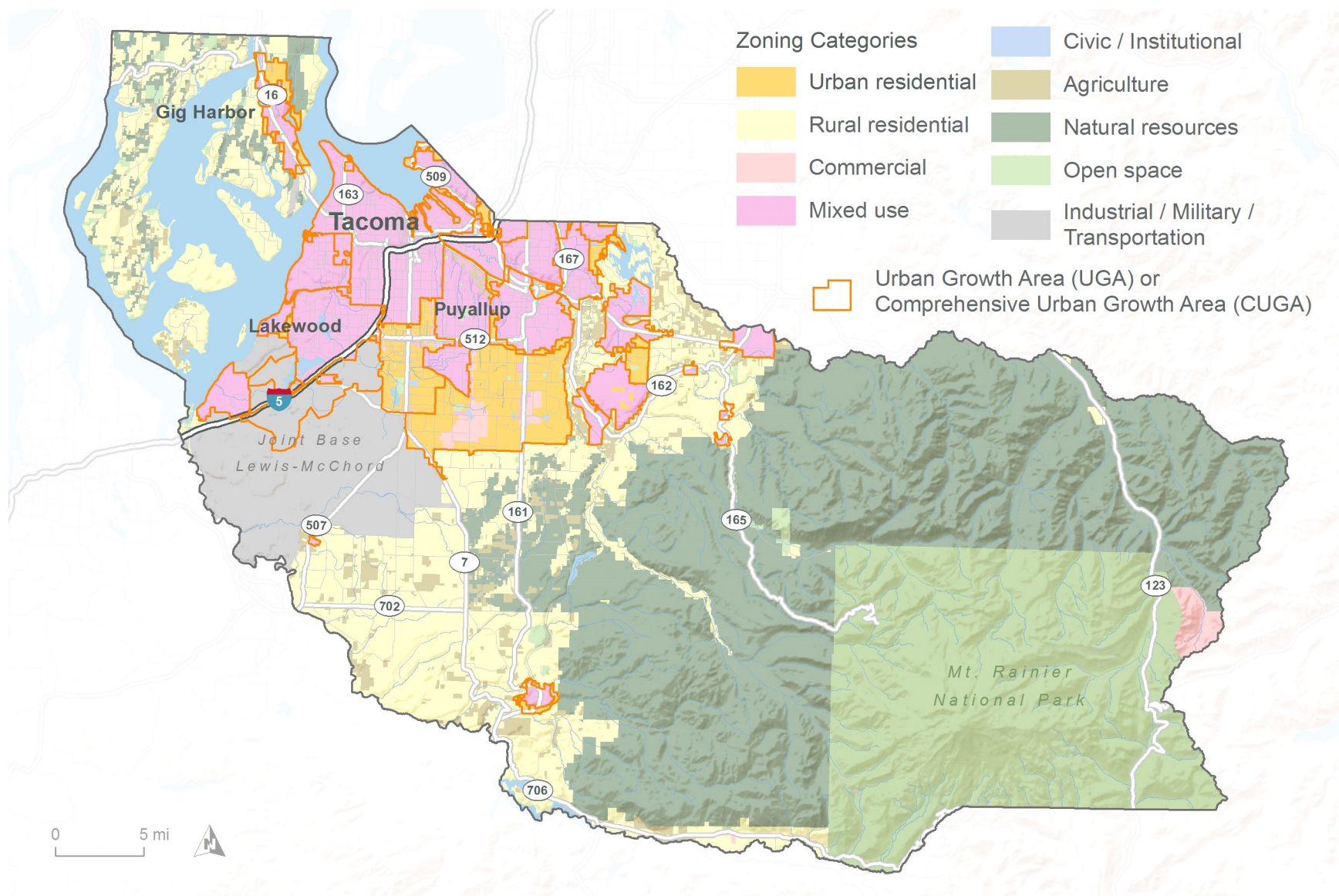


Figure 5-2. Pierce County Zoning

5.2 Timely and Reasonable Service

As discussed in Section 3.1, one of the four threshold determination criteria of a water system's "duty to serve" includes that the "municipal supplier can provide service in a timely and reasonable manner." This criterion is elaborated upon in this section. As described in Section 3.1, "timely and reasonable" pertains to those public water systems that conduct DOH-required water system planning as established by WAC 246-290-100 (Water System Plan) and those water systems that conduct planning as set forth by WAC 246-290-105 (Small Water System Management Program). When a service area expansion request occurs, this may result in a change in legal water right place of use, which in turn will trigger the "duty to serve" requirements of the MWL, including the "timely and reasonable" element.

5.2.1 Definition of "Timely Service"

The MWL (Chapter 3) provides individual municipal water systems the authority and responsibility to establish their own policies and definition regarding "timely service." However, some utilities have not defined timely service in their policies or plans, leading to misunderstandings between customers requesting service and the purveyor about when service can be expected. Therefore, the CWSP provides the following definition of "timely service" that water systems may adopt for their own purposes, or that could be considered during a dispute resolution process if the water purveyor fails to define it:

Receiving a commitment to provide service, or the reaching of agreement with the potential customer, within 120 days of request for water service. The 120-day period shall be defined as calendar days. The 120-day clock shall commence at the filing of a written application, payment of fees, or request by the applicant to the purveyor.

The 120-day standard does not apply to the provision of service. Planning, design, contracting, and construction of new development and associated water service connections often require more than 120 days for completion.

5.2.2 Definition of "Reasonable Service"

The MWL provides individual municipal water systems the authority and responsibility to establish their own policies and definition regarding "reasonable service." However, some utilities have not defined reasonable service in their policies or plans, leading to misunderstandings between applicants requesting service and the purveyor about the reasonable conditions of service. Therefore, the CWSP provides the following definition of "reasonable service" that water systems may adopt for their own purposes, or that could be considered during a dispute resolution process:

The provision of potable water service and/or associated water utility services that are consistent with the conditions of service policies detailed in the utility's DOH-approved water system plan or small water system management plan and bylaws.

Furthermore, it is noted that a purveyor might be considered unable to provide service in a reasonable manner if one or both of the following criteria are met:

- The purveyor's conditions of water service differ adversely in an arbitrary and capricious manner from the stated conditions of service in the purveyor's approved WSP or SWSMP and bylaws
- The purveyor's conditions of water service differ adversely in an arbitrary and capricious manner from the purveyor's acknowledged standard practice with other applicants requesting similar water services

The following is additional guidance that individual utilities may consider in development of their own definition of "reasonable service," based on criteria informed by applicable DOH policies and best utility management practices. Under this guidance, "reasonable service" would reflect, in addition to the criteria noted above, the following:

- Rates/charges that are based on the water system's cost of service
- That the water system has taken affirmative action to plan for water service within its retail service area, including making plans and implementing capital investments in required facilities/infrastructure, and new water sources/supplies
- That full cost recovery of planned actions/investments in retail water service facilities is required by the water system's authorizing statute, WSP policies, and DOH financial planning requirements in order to achieve the following goals:
 1. Maintain system financial viability and reliable service within its retail service area
 2. Avoid stranded costs/investments that may require imposition of unplanned rate increases on existing customers to offset unanticipated revenue losses/cost exposure

5.2.3 Timely and Reasonable Service Determination by the County

RCW 70A.100.060(3)(b) establishes the statutory authority of the County in matters relating to the provision of timely and reasonable service.

5.3 Temporary Interim Service Options

Financial hardship posed by costly main extensions may invite a contentious "reasonable service" dispute. Therefore, the CWSP identifies potential interim/temporary service options that are available for use by water systems, with the caveat that such alternatives shall protect the integrity of the water system's retail service area boundaries, system planning, and operational/financial obligations. These options are provided for consideration by purveyors to avoid certain "reasonable service" disputes. They be used individually or in combination.

5.3.1 Temporary Service by Adjacent Purveyor

Temporary connection to an adjacent purveyor may be appropriate in circumstances where the cost of a main extension to a new development is unreasonable relative to estimated costs; distance; water quality issues; and other appropriate design, cost, and engineering considerations within the designated purveyor's service area. It may be reasonable to allow the development to connect to an adjacent purveyor that has infrastructure in the vicinity of, and that is capable of, serving the development in the near term. The designated purveyor, adjacent (temporary) purveyor, and developer

should identify the terms of service and conditions which will trigger an eventual transfer from the adjacent utility to the designated utility.

5.3.2 Temporary Permit-Exempt Well(s)

Agreements for future water service connection may be appropriate in circumstances where the cost of a main extension to a single-family property is determined by the water system to be unfeasible or unreasonable relative to estimated costs; distance; water quality issues; and other appropriate design, cost, and engineering considerations.

In general terms, under such an agreement a property owner may install a private well to provide potable water to the subject property on a temporary basis. As described in more detail below, the use of such a well will terminate when water service becomes available within the vicinity of the subject property.

The specific terms and conditions of such an agreement should be presumed to vary according to the specific situation, but may include the following common elements:

- The water system does not object to the owner's installation of a private well to provide potable water service and related temporary connection to the property, subject to appropriate conditions
- The owner agrees that upon notification from the water system operator of the availability of water to the property from the water system (as defined by the water system in the agreement), the property owner shall take appropriate action to connect to the water system (per water system design standards)
- If all or a portion of the water system's fees and charges assessed against the property occur through a reimbursement (e.g., latecomers) or participation agreement, the payment of those fees and charges shall be in accordance with any such agreement
- The property owner shall pay the water system's fees and charges upon the availability of water service and upon the connection of the property to the water system and provision of water service
- Upon connection of the property to the water system, the owner shall be subject to and comply with all water system resolutions, policies, and procedures regarding the provision of water to the property
- Upon connection of the property to the water system, the owner shall permanently disconnect the private well from the residence/other structure on the subject property receiving water at the time of connection, subject to the discretion of the water system
- The agreement is appurtenant to the property and shall constitute a covenant running with the property that is recorded and binding on the owner, owner's heirs, assigns, and successors

5.3.3 Temporary Interim Service Agreement

In general, interim non-standard (i.e., non-main or "spaghetti line") connections to a water system shall be avoided. However, under certain circumstances, a water system's

operational, financial, and policy interests may be met by permitting this type of connection to a water system main on an interim basis. Such an arrangement may be deemed appropriate, however, only when the water system determines that the subject property will be served in the future by a standard water system main abutting the property.

This type of service should be governed by a Temporary Interim Service Agreement (TISA), which may apply in either or both of the following circumstances:

- Where the distance from an existing water distribution main exceeds a threshold distance defined by the water system (e.g., ¼ mile)
- Where there is no existing capital project or main extension plan under construction or planned that would enable connection within the “reasonable” criteria

An interim non-standard connection will require a TISA to be executed between the customer and the water system. The TISA will specify the terms and conditions for the interim connection. These may include, but are not limited to, provisions designed to facilitate financing and connection to a main, at the time that a main abutting the property is subsequently installed and fees and charges associated with the initial installation of the temporary meter and the future abandonment of the temporary meter.

Prior to execution of the TISA by the water system, the customer may be required to pay an Interim Connection Agreement Fee, Permit Fee, Service Connection Charge for installation of the temporary meter, a Service Connection Charge for the future installation of the permanent meter (which includes the cost of installing a new meter and other facilities or equipment necessary to connect to the water system’s main if and when a main is installed abutting the property), and a Meter Abandonment Fee (which includes the cost of removing the temporary meter connection and disconnecting the service at the water system’s main). Prior to execution of the TISA by the water system, the applicant may also pay an applicable general facilities charge and other fees required by the utility.

The customer shall obtain and maintain all easements, property rights, and/or permits that are necessary or appropriate for interim water service. The customer must provide documentation of same as part of the TISA. Whenever a property temporarily served pursuant to a TISA can receive permanent service by connection to a newly extended water system water main abutting the property, the TISA will be terminated.

Relocation of the temporary meter connection to the permanent location may result in temporary loss of service. The customer will also be required to extend the personal water service line from the new location of the permanent meter to the property at their cost within 60 days of receiving written notice from the water system.

5.3.4 Participation Agreement

A Participation Agreement (PA) is a water service tool whereby a water system enters into an agreement with a property owner within the water system’s retail service area for the purpose of enabling the equitable distribution, recovery, and reimbursement of costs relating to a main extension that involves normal or oversized capacity. This involves the water system paying for a portion of the main extension costs, as outlined below.

A PA may be appropriate in circumstances where absent such an agreement, the water system has determined that the cost of a main extension to provide water service to the subject property is “unreasonable” for a property owner to bear on an individual basis. The core elements of a PA are as follows:

- The water system financially participates in the cost of the installation of “oversized” improvement and/or main extension to an area in reasonable proximity to the property that will benefit the property
- The water system reimburses the property owner for the difference in material costs incurred by the property owner to install the improvements as approved by the water system
- The water system reimburses the property owner for all or a portion of the homeowner’s installation costs

5.3.5 Latecomers Agreement

A Latecomers Agreement may be appropriate in circumstances similar to a PA, described above. Such agreements allow a property owner within a water system’s retail service area to recover a portion of the costs of a main extension (or other facility improvements) from other property owners who develop their property later in time in the vicinity of the improvements, and use the improvements.

Latecomers Agreements (contracts) must be filed and recorded with the County Auditor and meet conditions required by the water system consistent with its adopted policies and design standards.

A Latecomers fee is a charge collected by the water system, whether as a separate charge or as part of a connection fee for providing access to a water system, against a property owner who connects to or uses a water facility.

In general terms, a property owner may not connect to water facilities during the life of a Latecomers Agreement without first paying to the water system, the amount required by the agreement. The costs due under such agreements are determined by an engineer’s estimate, which must include the fair share pro rata share due from the property owners.

The reimbursement period of a Latecomers Agreement for cities/towns may last up to 20 years or longer subject to extensions, while for water/sewer districts, the period is up to 15 years.

5.3.6 Temporary Interim Group A/B System

For circumstances where service to a new development is deemed unreasonable and the development cannot be served by a single-family private well, consideration can be given to the creation of an interim Group A or Group B water system. The CWSP strongly discourages implementation of this option, but acknowledges that it does pose an alternative that water systems can explore if no other option is feasible.

If considered, two approaches to a temporary, interim water system are described below, allowing the water purveyor the prerogative to define its role in interim service (ownership/management, or allowing the developer to own/administer the system). In both cases the water system must be built per the purveyor’s standards, and all parcels

will pay applicable connection fees and receive water from the purveyor once water is available from the municipal water system at the subject parcels. The two approaches are described below:

- A “remote” Group A or B water system is developed by the developer/owner. The remote water system is built per the purveyor’s standards and is owned and/or operated by the purveyor. The remote system is incorporated into the municipal water system or is decommissioned when service from the existing municipal water system is available at subject parcels. Subject parcels will pay applicable standard connection fees at the time of connection.
- An “interim” Group A or B water system is developed by the developer/property owner. The interim water system is built per the purveyor’s standards, but is owned and operated by the developer. The interim water system is then decommissioned and subject parcels are connected to the municipal water system when service is available at the subject parcels. Subject parcels will pay applicable standard connection fees at the time of connection.

5.4 Service Area Dispute Resolution Process

RCW 70A.100.060(5) states that the County “may develop and utilize a mechanism for addressing disputes that arise in the implementation of the coordinated water system plan after the plan has been approved”. Subsequent to approval of the 2001 CWSP, the County developed and codified such a process to address service area disputes between water purveyors. This process is found in PCC 19D.140.090 (Dispute Resolution Procedure). The WUCC recommends that this process, and the related PCC, be modified to read as follows:

- A. Lead Agency Authorized to Resolve Dispute.** PPW, as the Lead Agency, is authorized to resolve disputes involving interpretation and validity of water service areas. PPW may attempt to resolve the disputes through meetings and negotiations. Support for resolution of disputes will be provided by the WUCC, PPW, and as needed, TPCHD. If a written resolution is reached within 60 days of receipt of the request, no further action shall be required.
1. **Service Area Boundary Disputes.** Any designated purveyor may apply to PPW to resolve service area boundary disputes as provided for below. A Service Area Dispute may include all purveyors with approved water system plans within the Critical Water Supply Service Area who could reasonably provide water service to a disputed area.
- B. Requests for Resolution.** Written requests for resolution of service area boundary disputes must be submitted to PPW and shall include the following:
1. Payment of a fee as outlined in PCC;
 2. A detailed explanation of the dispute and any efforts that have already been made to resolve the dispute;
 3. A complete record of available facts and documents to support the claim.
- C. Notice.** PPW shall notify any involved parties of the request for resolution of any meetings or public hearings regarding the dispute.

- D. Lead Agency Filings.** Within 60 days of receipt of a request regarding a water service area dispute, PPW shall issue findings and a proposed recommendation, if any, and make them available upon request. In preparing its findings, PPW shall consider, where appropriate, consistency with the Growth Management Act, Pierce County Countywide Planning Policies, Pierce County Comprehensive Plan, the CWSP, applicable City Comprehensive Plans, and the appropriate DOH approved water system plans, together with the maximum integration and coordination of public water facilities, current and projected capital costs of new facilities, the cost differential of infrastructure expansion among competing water purveyors (not including fees and charges), engineering studies, and all reasonable options available to resolve the dispute.
- E. Resolution Process.** If a water service area dispute is not resolved within 60 days from submittal to PPW, PPW shall forward the dispute for resolution to DOH for final resolution pursuant to WAC 246-293.

5.5 Policy Statements

Policy statements related to the topics addressed in this chapter of the CWSP are:

- **5-1. Utility Service Review Procedure.** The USRP outlined in the CWSP shall be used to identify existing purveyors that can provide water service to applicants requesting service.
- **5-2. New Public Water Systems.** The establishment of new public water systems is discouraged if an existing water system can provide service.
- **5-3. Zoning Changes.** PPW should notify water purveyors to disclose and allow for comments on proposed land use changes within their service areas prior to approval of such changes, so that effects of these changes upon water utility service can be considered. The WUCC recommends that PPW develop a process wherein water utilities are engaged early in land use planning processes, prior to the point of submission of specific development applications.
- **5-4. Timely and Reasonable.** As established in the MWL, individual municipal water systems have the authority and responsibility to establish their own policies and definitions regarding “timely and reasonable service.” The CWSP provides guidance regarding these definitions that water systems may adopt for their own purposes, or that could be considered during a dispute resolution process. During its review process for local government consistency, PPW will review WSPs for inclusion of T/R policies.
- **5-5. Temporary Interim Service Options.** The CWSP identifies potential temporary/interim service options that are available for consideration by municipal water systems when direct connection of an applicant to the system’s existing infrastructure cannot be implemented in a “timely and reasonable” manner, so as to avoid certain disputes. Favorable options include temporary service by an adjacent purveyor, extension of temporary non-standard connections, and allowance of temporary permit-exempt wells (for individual homes). The least favorable of the options described in the CWSP is the development of interim Group A or Group B

systems within existing retail service areas. The WUCC encourages purveyors to describe which temporary interim service options, if any, are allowed within their retail service areas.

- **5-6. Service Area Dispute Resolution.** The County should modify the service area dispute resolution process established in PCC 19D.140.090 to reflect the process described in Section 5.4.

6 Small Water Systems, Satellite Management, and Water System Failure

This chapter describes policies and procedures related to satellite management of water systems and receivership of failing systems, addresses current issues in the County, and offers recommendations for improved processes.

6.1 Small Water Systems in Pierce County

As described in Chapter 3, suburban and rural platted developments in Pierce County in the late 20th century led to proliferation of small water systems owned and managed by the development they were built to serve. Some of these systems have consolidated with other systems to create larger systems, while others have remained their original size. Table 6-1 displays the number of Group A water systems in the County organized by size and ownership type. For the purpose of this CWSP, Group A systems smaller than 1,000 connections are considered “small systems”. Based on this definition, approximately 90 percent of Group A systems in the County are “small systems”. In addition, there are approximately 1,425 Group B systems in the County. When considering Group B systems in the County-wide total, small systems represent more than 98 percent of all public water systems in the County.

Table 6-1. Pierce County Group A Water Systems by Size and Ownership Type ^a

Ownership Type	Size of System		
	Large [>1,000 connections]	Small [100–999 connections]	Small [15–99 connections]
City/town	13 (201,043)	5 (1,296)	2 (89)
Association	0	5 (1,673)	14 (517)
Association (Mutual)	3 (23,533)	0	0
Investor	6 (23,091)	19 (5,699)	64 (2,834)
County	0	0	1 (19)
Federal	2 (19,930)	5 (801)	3 (53)
Private	0	11 (2,086)	61 (2,240)
Private (Mutual)	4 (28,525)	2 (1,285)	0
Special district	1 (27,881)	14 (4,065)	23 (760)
State	0	4 (1,522)	3 (52)
Total	29 (324,003)	65 (18,427)	171 (6,564)

^a Values in parentheses are the total number of connections served by the identified size-type classification.

Source: DOH Sentry Database (March 2020).

All water systems face challenges such as implementing long-term maintenance, investing in capital improvements, and maintaining financial viability. Small water systems are particularly vulnerable to these issues because of a lack of resources required to manage and conduct operations consistent with requirements to which they must adhere. Key challenges faced by small systems include lack of managerial expertise, limited operational capacity, and no financial economies of scale (i.e., small customer or rate base to support needed improvements and investments).

State regulations and programs exist that (1) help water systems avoid reaching a point of failure in addressing these challenges and (2) provide a course of action when failure cannot be avoided. These include the State's Satellite System Management Agency (SMA) program and receivership. The regulatory frameworks of both of these are described below, followed by a description of the challenges faced by both programs in Pierce County in recent years and recommendations for improving these systems and implementing other solutions to issues that lead to water system failure. While this discussion is applicable to all water systems, it is particularly germane and has more impact on the smallest water systems of less than 100 connections (i.e., the 171 small Group A systems listed in Table 6-1 and all Group B systems), for the reasons noted above.

6.2 Satellite Management

6.2.1 Regulatory Context of SMA Program

There are areas of the County that are currently not claimed by any water purveyor and areas where no WSP has been approved. If water service is requested within these areas, this CWSP provides a mechanism for the provision of adequate and safe potable water supply. Chapter 5 describes the USRP, which determines the water purveyor responsible for providing water to a new development.

When development is proposed outside an area covered by an approved WSP and no adjacent water system is willing and able to provide service, an SMA may provide management and operational functions for a system financed and built by the developer of the property. Such an arrangement is intended to provide the necessary expertise for proper management and operation of a public water system while meeting the requirement that no new water systems be developed unless owned or operated by an SMA.

Details regarding the procedures and qualifications associated with the State's SMA program can be found in WAC 246-295 (Satellite System Management Agencies). TPCHD regulations governing implementation of the SMA program for small systems in Pierce County can be found in TPCHD Environmental Health Code Chapter 3 (Water Regulations), Section 14.L.2.

The SMA program overseen by DOH since the 1990's has experienced a number of challenges in the past few decades. These include: a reduction in the number of SMAs that will operate and manage systems as a business model, the inability to expand a new water system to create an economy of scale due to a lack of water right permits being issues, no stated minimum contract requirements or published rates by SMAs, and incomplete business plans. This has limited the SMA program's success as well as the

long-term success for smaller water systems who require specialized expertise to help them in running their water systems as a business.

6.2.2 Policies Related to Satellite System Management

No new public water system may be approved or created unless at least one of the following criteria are met:

- It is owned or operated by an SMA established under RCW 70A.100.130 and the system complies with the financial viability requirements of DOH
- An SMA is not available and it is determined by DOH (or TPCHD, in the case of Group B systems) that the new system has sufficient management and financial resources to provide safe and reliable service

Owners and operators of new water systems that cannot negotiate a contract that outlines system operation and management obligations with an existing SMA may provide the necessary documentation to be recognized as a qualified SMA or employ a certified operator. This option is currently employed in rare instances, and only for Group B systems for which this is the best alternative and which can meet related criteria.

In areas that are not claimed by an existing water purveyor, or in areas not covered by an approved WSP, applicants proposing developments requiring new water systems may negotiate with any approved SMA regarding the ownership or operation of the water system. The applicant and SMA are required to enter into a contractual agreement that establishes the responsibilities of the SMA and the applicant. The contract, which must be reviewed and approved by DOH (or TPCHD, in the case of Group B systems), must also contain a provision dealing with termination of the contract and the requirement that a new SMA must be in place to operate the system before the existing contract can be terminated. Before there is a change in management or contract management, the SMA shall notify PPW, TPCHD, and DOH.

6.2.3 Services Provided by SMAs

In general terms, the services provided by SMAs can be summarized as follows:

- Direct Service - ownership and operation by the SMA.
- Contract Services (on a limited basis) - routine operation and maintenance, water quality monitoring, utility billings, and other periodic tasks for systems not owned by the SMA.
- Support Assistance (on a limited basis) – one-time or long-term support to systems requiring technical, professional, or special assistance on a more limited scale.

Entities agreeing to provide "satellite management and operation services" means performing all day-to-day responsibilities of a water system. Management responsibilities include planning and policy decision making. Operational responsibilities include normal day-to-day operations, preventative maintenance, water quality monitoring, trouble-shooting, emergency response, response to complaints, public press contact, and recordkeeping.

A vital part of coordinating effective public water supply in areas of the County not currently claimed by any water system is ensuring that qualified management agencies are available for comprehensive, long-term service to water systems. SMAs must be committed to full-time water system operations and development, with sufficient staff and equipment resources. The selection of an SMA for direct service will be the responsibility of the applicant, and will be predicated upon the SMA's policies, procedures, and operational conditions, as well as its ability to provide cost-effective service in a timely and reasonable manner. The applicant and SMA are required to enter into a written agreement which establishes the SMA's responsibility and the applicant's responsibility.

Existing water systems may enter into an agreement with an SMA to provide for comprehensive water system operations and management. By combining economies of scale among several water systems, and by establishing a formal planning program as an expanding water system, the SMA becomes a direct participant in meeting CWSP and County planning objectives. This may be particularly helpful when smaller systems are struggling operationally, managerially, or financially. WAC 246-295-110 provides special provisions for when an SMA enters into an agreement with a system for the purpose of bringing the system into compliance.

6.3 Receivership

6.3.1 Regulatory Context of Receivership

When a water system fails to provide safe and reliable water, DOH uses a variety of tools to bring it back into compliance. These include informal actions such as phone calls, letters, site visits, and technical assistance, as well as formal enforcement actions such as issuing orders and penalties. In most cases, by the time formal enforcement action occurs, the water system has exhausted all reasonable justifications for not meeting DOH requirements. As a last resort, if the system fails to respond, the Secretary of Health (or the local health officer, in the case of Group B systems) may file a petition with the Pierce County Superior Court. The court, in turn, may appoint a receiver that is willing and able to operate the water system. A receiver is an entity appointed by the court to manage a water system. According to RCW 43.70.195 (Receivership), the county in which a water system operates will be court-appointed as the last-resort receiver if no other entity is willing and able to act as receiver.

Receivership is not a final action, but a process to bring failing public water systems back into organizational and operational compliance. Generally, the court intends receivership to be temporary until permanent solutions have resolved the water system's problems.

6.3.2 Receivership Actions and Costs

Failing water systems should carefully consider the ramifications of receivership and explore all options that could be taken as alternatives, as many cost-intensive obligations can be required through the receivership process, including but not limited to the following:

- Conducting an audit by a Certified Public Accountant of all accounts, corporate books, and records (RCW 7.60.180; RCW 64.38.045)

- Ensuring that a licensed professional engineer with expertise in water systems conducts a physical inventory of all assets within 35 days of appointment as a receiver (RCW 7.60.090(2))
- Taking sworn depositions of all current and past officers and directors (RCW 7.40.060(1)(i); RCW 7.60.080(4))
- Obtaining an appraisal of water system value (RCW 7.60.060(1); RCW 7.60.090(5)) by a qualified appraiser
- Developing a proposal prepared by a licensed professional engineer with expertise in water systems to upgrade the water system to meet current DOH standards (RCW 43.70.195)
- Developing a proposal for how to pay for the proposed upgrade costs (such as a local improvement district), and recovering public expenses through special assessments against the owners (RCW 43.70.195(5))

6.4 Small System Challenges in Pierce County

This section summarizes small system challenges in Pierce County that may lead to water system failure and potential receivership. It presents an overview, followed by a more detailed discussion of SMA challenges, receivership history, and avoidance of receivership.

6.4.1 Overview

In 2009 DOH released a report to the legislature titled “Small Public Drinking Water Systems” in response to a legislative directive to “conduct a statewide review of small public drinking water systems that have or may in the future require significant state resources to resolve urgent threats to public health and safety.” The report identified technical, managerial, and financial issues that small systems face because of the lack of an economy of scale. These are summarized in the report as:

Technical: Compared with larger water systems, small water systems have more water quality violations and are more likely to fail to properly monitor for contaminants, make timely repairs, or replace faulty materials. This can lead to poor water quality, water system unreliability and failing water system infrastructure, all of which can pose significant public health risks to their customers.

Managerial: Water system owners and board members of small water associations often do not fully understand their responsibilities to ensure the safe and reliable delivery of drinking water to their customers.

Financial: The most pressing problem for small water systems is financial viability. Their smaller rate base puts them at a significant financial disadvantage. They must bear relatively higher per-capita costs to meet regulatory requirements and to maintain infrastructure, because fewer customers share the expense.

These challenges have been observed in Pierce County. Specific issues related to the SMA program and receivership are described in the following subsections.

6.4.2 SMA Challenges in Pierce County

Several entities in the County are approved SMAs that offer satellite ownership, management, and operations. As of the writing of this CWSP, only one SMA (Northwest Water Systems) manages and operates systems without ownership throughout the entire County. Additionally, Pierce County does not have a public utility district (PUD) or similar entity, which may act as an SMA designated for small systems or unclaimed water service areas in the County.

This “single option” situation has led to implementation challenges for the SMA program in the County, including:

- Inadequate staffing resources for the amount of water systems an SMA manages/operates
- Constraints on services that SMAs are able to provide (e.g., some Group B contracts may specify only one visit per year to a system)
- Lack of communication with water system board/owners
- Lack of documented water system information
- Lack of knowledge and familiarity with system specifics.

Additionally, as of the writing of this CWSP update, no new entities or water systems are actively seeking SMA approval for Pierce County, further exacerbating the “single option” situation. The primary reasons for the lack of interest in providing SMA service include:

- Lack of financial incentive. With inadequate funding available for SMAs to use in correcting deficiencies associated with aging systems, it is often not financially viable for entities to offer these services.
- Lack of understanding on behalf of water system owners of long-term maintenance needs and associated costs.
- Lack of business entities interested in the drinking water industry as a profession.

The WUCC has developed recommendations, presented in Section 6.5, that speak to these issues.

6.4.3 Receivership History in Pierce County

A recent example of receivership in Pierce County is the Kapowsin Water District (Kapowsin). The Kapowsin transmission main failed in spring 2017, while Kapowsin and the Valley Water District (Valley) were negotiating an Agreement for Water System Management and Operation. Valley provided trucked water to Kapowsin customers following the main break. Over time, Valley became uncomfortable charging Kapowsin the fees necessary to continue trucking water and provide the additional services that would bring the system back into compliance. By not directing the full costs to Kapowsin customers, an unfair burden would be placed on existing Valley customers to recover costs for continued operation of Kapowsin. The Valley Board ultimately voted to terminate its Agreement for Water System Management and Operation in November 2017. This termination triggered receivership actions and the Superior Court identified Pierce County as the receiver for Kapowsin per State law. This illustrates a vulnerability

in the SMA approach to addressing failing water systems, as such agreements can be terminated by the SMA at any time.

Pierce County as an entity was not formed or structured to assume ownership, management, and operation of water systems. As of this CWSP, the County remains the manager of Kapowsin, and is contracting with Valley for operations and maintenance. The County conducted a new well drilling project to replace the unreliable surface water source as directed in the receivership supplemental Court Order. Unfortunately, the well drill effort did not produce a viable production well and the well drill borehole was decommissioned. Pierce County is now evaluating options related to this receivership including exploring the potential to install a water transmission intertie pipeline, and other necessary supporting infrastructure, between the Valley Water District and the Kapowsin Water District. The critical factor in securing a new water source for Kapowsin Water District is adequate grant funding.

In response to the Kapowsin receivership process, the County developed a report titled *Consolidated Water Study and Review of Failing Water Systems* (January 25, 2019) to describe the landscape of water systems potentially vulnerable to receivership in the County. The report includes an inventory of public water systems in the County, stakeholder interviews regarding the challenges faced by small water systems, risk criteria, and subsequent risk assessment.

The report describes risks in terms of technical, financial, and managerial capacity, similar to the 2009 DOH report described previously. This risk assessment ranked Group A water systems on a scale between 1 (lowest risk) and 5 (highest risk) depending on the number of risk criteria applicable to the system. Seventy-seven percent of Group A systems (162 out of 210) were either category 1 or 2 (lower risk). Thirty-nine systems ranked in category 3. Seven systems ranked in category 4, and two systems (one of which was Kapowsin) ranked in risk category 5. These findings suggest that several systems in the County are vulnerable and trending toward receivership and there are no other institutions, besides Pierce County government to deal with forthcoming receiverships effectively and efficiently. The report also indicates that a major cause of receivership is lack of managerial capacity (i.e., the owner/operator ceases to be able to perform the function, and/or the SMA terminates the management contract).

6.4.4 Avoidance of Receivership

Prior to the Kapowsin receivership, DOH and local entities worked collaboratively to avert potential receivership of small systems that were failing or on the verge of doing so. This was done by implementing available local solutions. In some cases, water systems resolved their own problems by obtaining loans. In other situations, larger governmental (e.g., Tacoma Water) or quasi-governmental (e.g., public utility districts or water districts) owned Group A water systems were willing to consolidate with the smaller system, when legislative and DOH grant funding were available to incentivize such a solution. Examples of these successes are summarized below:

- **Webster Hill:** The homeowners association voted in a new Board until the system became owned by Thurston PUD.

- **Curran Road:** DOH assisted the community in avoiding lawsuits by merging with Tacoma Water, which provided a long-term loan to assist with the smaller system's upgrades.
- **Mount Tahoma Mobile Home Park:** Lakewood Water District (LWD) received a DOH consolidation grant and negotiated transfer of ownership to LWD.

Current issues that prevent avoidance of receivership include:

- Lack of easy-to-acquire funding sources for small water systems to bring their systems to compliance in-house.
- No local agencies willing to act as receiver throughout the entire County, or contract with the County to perform as receiver of last resort.
- Multiple barriers to water system consolidation. Consolidation often offers a logical means by which to resolve issues that small systems face, particularly when there is a well-managed larger system adjacent or in close proximity to the small system in question. However, the costs and time required to implement consolidation can be significant and barriers have historically prevented large systems from consolidating small systems. The issues that have de-incentivized system consolidation include:
 - **Lack of funding:** There are limited funds available to larger systems to support consolidation. The costs to larger systems to implement consolidation are often greater than those faced by smaller systems, as large systems must not only resolve specific technical or infrastructure deficiencies, but are also required by funding and regulatory agencies to make more comprehensive upgrades to the smaller systems to bring these systems up to the standards of the larger system.
 - **Challenging grant/loan conditions:** Large systems sometimes face onerous or inconsistent requirements associated with obtaining State grant/loan monies that result in logistical complications, schedule delays, and/or increased costs. Streamlining the DOH planning, engineering, and permit review processes associated with receivership projects, improving internal DOH regional office and funding staff coordination, and creating a more positive partnership relationship with receiver agencies would increase the likelihood of larger systems applying for such funds.
 - **Constraints on system improvements:** Some consolidation grant conditions limit the ability of the larger system to make improvements to the smaller system that are needed to bring the infrastructure of the smaller system up to the larger system's design standards (e.g., pipeline upsizing is often not allowed), or to meet requirements beyond those that are at the root of the small system failing or being close to failure (e.g., funding may not be available to address fire suppression requirements that may be increased by the local fire authority for a consolidation or other system upgrades to be approved). This can be the case when emergency funding is used, which must be targeted at resolving specific emergency conditions. Grant funding of a broader suite of system improvements would incentivize larger systems to apply for funding.
 - **Uncertainty in water rights transference:** When implementing consolidation, large systems can realize a benefit through acquisition of smaller system water

rights. As noted in RCW 90.03.386(2), DOH approval of a water system's WSP that includes consolidation of another system has the effect of defining the POU of any water right owned by the system as being any portion of the system's water service area. However, purveyors note that in some cases, POU expansions for specific sources have not been allowed by Ecology. In other cases, full water rights amounts have also not been allowed by Ecology for transfer to the larger system. Full transference of water right quantities and clarity on expanded POU would better promote consolidation.

- **Bylaw quorum requirements:** In some instances, the bylaws of small systems require 100 percent of property owner to vote for system ownership/operation changes. This quorum requirement is often unattainable and prevents consolidation actions from moving forward. Changes to state law removing such quorum requirements related to water system decisions in cases involving system failure would support potential transfer of ownership/operation through consolidation.

The WUCC has developed recommendations, presented in Section 6.5, that speak to these issues.

6.5 Policy Statements

Policy statements related to the topics addressed in this chapter of the CWSP are provided below. The policy statements are organized by the status of small systems facing challenges (e.g., actions related to identifying systems nearing failure and that would serve to avoid receivership are described first, while those related to receivership and post-receivership status are described later). The policy statements deemed of the highest priority by the WUCC are indicated by "(H)" placed after the policy statement number.

Agency Assessment/Alerts

- **6-1 (H). Small Systems: Metrics.** DOH and TPCHD should develop metrics and a tool for assessing the managerial capacity/health of water systems, and periodically assess systems via the tool (e.g., every 5 years). This would provide an early warning to DOH, TPCHD, and the County regarding systems facing significant problems and increase the likelihood of action being taken prior to system failure.
- **6-2. Small Systems: Planning Triggers.** DOH and TPCHD should develop triggers that would require "pre-failure" systems to develop/submit plans for review. The focus of this is on small, non-expanding Group A and Group B systems that are not currently required to submit plans. Such triggers could be incorporated into the assessment tool described in Policy Statement 6-1.
- **6-3. Small Systems: Agency Coordination.** DOH, TPCHD, and the County should establish regular (e.g., quarterly) coordination communications to discuss (1) the specific systems that are identified by the above actions as being vulnerable to failure and options that could be employed to avoid failure, and (2) broader efforts to more generally remove roadblocks to local solution implementation.

Property Outreach/Technical Support/Consolidation

- **6-4 (H). Small Systems: Notifications.** DOH or TPCHD, with assistance from PPW in the form of providing contact information and other data maintained by PPW, should notify all property owners and/or tenants of a vulnerable water system of the potential for water system failure. This would include situations where only one Board position is filled. This outreach has been successful in the past to avoid receivership.
- **6-5. Small Systems: Outreach.** DOH and TPCHD should initiate immediate outreach and technical support actions to the top 10 at-risk Group A systems, as identified through Policy Statements 6-1 and 6-2. PPW and the Regional Water Cooperative of Pierce County (Co-op) are resources in providing technical assistance to such systems.
- **6-6 (H). Small Systems: Consolidation.** Encourage consolidation of small systems into larger systems. This would include eliminating or minimizing the barriers to consolidation described in Section 6.4.4. Specifically:
 - The legislature should increase funding available to larger systems to implement consolidation (see Policy Statements 6-7 and 6-8).
 - State agencies should streamline the permitting and approvals associated with grant funding application processes.
 - Grant funding should support comprehensive infrastructure upgrades to support larger systems in bringing small systems up to their design standards.
 - The legislature should eliminate uncertainty in water rights issues and transfers from small systems to large systems.

Pre-ReceiverShip Support

- **6-7 (H). Failing Systems: Support.** DOH and TPCHD should direct more resources to assisting water systems that are in “pre-failure” and “failure” status in returning to compliance, as opposed to waiting until the “post-failure” status that results in receivership.
- **6-8. Failing Systems: Funding.** The County should lobby for increasing and stabilizing legislative funding for the Water System Replacement and Consolidation Grants.

Receivership

- **6-9. Receivership: Funding as Condition.** The County should propose and lobby for changes to State law such that State funding is required as a condition of accepting receivership through a court process.
- **6-10 (H). Receivership: Funding Pool.** The County should request that the State allocate more funding to pay for water system receivership costs. If the State developed a funding pool that could be used only to support receivership actions, receivers would then have access to State funds to complete required actions needed in receivership.
- **6-11. Receivership: Remove County as Receiver.** The County should propose and lobby for changes to RCW 43.70.195 to remove a county as the receiver of last

resort. The County, the Co-op, and other stakeholders should work collaboratively to identify recommended alternatives to the County being the receiver of last resort.

- **6-12 (H). Receivership: Interlocal Agreement Template.** Should the County continue to be the receiver of last resort, then the County should develop a template for interlocal agreements that can be implemented with other entities to perform receivership activities. The County should explore the legal ability to transfer to such entities certain capabilities that the County has but that the other party may not currently (e.g., ability to apply for certain grant or loan funding).

Post-Receivership

- **6-13. Post-Receivership: System Ownership.** If State or local funding was used to address receivership, once the problems facing a water system in receivership are resolved, the system should be required to be owned and operated by a DOH- or TPCHD-approved water system or SMA, with regular WSP updates required.

General Administrative/Regulatory

- **6-14. State Legislative Changes.** The County and Co-op should lobby for (and DOH and TPCHD should support) changes to the RCW and associated chapters of the WAC to address the above recommendations, including:
 - Developing required reporting by water systems not required to complete WSP updates
 - Removing quorum requirements related to water system decisions in cases involving system failure and potential transfer of ownership/operation through consolidation or other means
 - Transfer of system ownership if State or local funding is used for receivership
 - Requirements pertaining to pre-/during/post-receivership status
 - Agency/administrative staff funding mechanisms

7 Pierce County Demographics and Water Supply Requirements

Washington State has mandates regarding land use plans and utility services as part of the GMA. As the County's population grows in accordance with GMA policies, regional water demands will increase. The County places a high priority on water resources management to ensure a secure and sustainable supply of water for all future uses. As a tool to support water resources management planning, the CWSP includes County demographic and supply/demand analyses, developed to reveal intra-county regional growth patterns and potential supply deficiencies.

7.1 Demographic Changes

Since the prior CWSP, economic conditions and population growth patterns have changed significantly in the County. Growth trends influence how water purveyors throughout the County must plan for expansion of their water systems to ensure reliable delivery of water. The WUCC is interested in understanding the patchwork of growth patterns, as growth will not be uniform across all areas of the County.

Regional planning organizations, such as the PSRC, produce growth targets rather than empirical population projections. Growth targets represent regional policy directives. The accuracy or success of such directives in estimating growth within small geographic areas (e.g., at the sub-county level) is dependent on the local land use jurisdiction's ability to fully implement policy changes that influence the type and location of growth consistent with the regional policy directive. Water purveyors often have a more precise understanding of smaller-scale growth trends within their service area than what is reflected in the regional growth targets. In some recent Pierce County WSP updates, the use of PSRC regional data would have significantly under-projected future growth due to the regional growth targets not aligning with localized growth experienced within portions of the County. Therefore, the CWSP considers a range of growth rates over a 30-year planning period, based on large-scale regional data and precise local documentation that is intended to provide for more tailored growth projections for consideration by purveyors. These growth projections are also intended to support efficient local government consistency review and approval of WSPs by the County.

7.1.1 County Subareas

For the purpose of developing sub-regional demographic data, the WUCC defined subareas based on sub-county regional growth patterns.

Main data sources used for subarea designation were PSRC demographic data from the Land Use Baseline data set, PSRC data on annual building permits from 2000 to 2016, County buildable-lands analysis (BLA) 2010 parcel data, and a Forecast Analysis Zone (FAZ)-Traffic Analysis Zone (TAZ) conversion sheet provided by PSRC. PSRC's FAZs are aggregations of census tracts, and TAZs are highly granular demographic forecast zones developed independently of other forecast zones.

Census data from 2010, allocated by FAZ in the PSRC Land Use Baseline data set, were considered the “starting point” from which annual growth rates could be calculated. The Land Use Baseline FAZ allocation was converted to a TAZ allocation using a proportional algorithm developed from base-year (2014) TAZ allocations in the PSRC Land Use Vision data set. Household growth values were calculated by TAZ based on PSRC residential building permit data, including percent annual growth, total household growth from 2010–2016, average annual growth from 2013–2016, etc.

Upon inspection of the results, subareas were defined based on localized patterns of growth and discussions with the WUCC. Figure 7-1 displays the subareas.

7.1.2 Forecast Methodology

Three data sources were analyzed to determine a reasonable range of growth rate forecasts through 2040, by 10-year intervals, for each subarea: historical household unit growth rates from County building permit data, forecasted growth rates from the 2019 County Buildable Lands Updated Forecast, and the 2018 Land Use Vision Longitudinal Employer-Household Dynamics (LEHD) Origin Destination Employment Statistics (LODES) data set from PSRC.

The County provided geocoded residential building permit data from 2000 through 2016. Building permit data from 2010–2016 were allocated to each TAZ, from which historical growth rates were developed. Base year 2010 development status was defined in the 2014 Pierce County buildable-lands data.

The 2019 County Buildable Lands forecast update¹ includes forecasts for household units by incorporated municipality, and considers the unincorporated urban growth area as a single region. Each municipality was allocated to the subarea it resides in, and minimum and maximum household growth rates across all municipalities in a subarea were extracted to establish a standardized set of growth ranges for a given subarea.

The 2018 PSRC Land Use Vision data set contains household growth rate projections by TAZ. These values were aggregated to the subarea scale.

Table 7-1 displays the results of the three historical growth/forecasting approaches. For the Gig Harbor subarea, PSRC projections are notably lower than permit-based and County buildable-lands forecasts. The opposite is true for the Lakewood-DuPont and Tacoma subareas. This is likely because the permit-based and buildable-lands analyses are based on observed growth rates forecasted to the future, whereas PSRC forecasts are policy-based demographic allocations. Also, the buildable-lands forecasts, allocated to subareas, are based on incorporated municipalities, which only represent a part of each subarea, whereas the TAZ-based PSRC forecast covers each entire subarea. The Foothills Plateau subarea has the widest range of growth rates, because of the numerous and diverse land use types and growth centers it contains.

¹ Source: Pierce County Buildable Lands Program 2019 Non-Policy Adjusted Population, Housing, and Employment Forecasts (published March 2019).

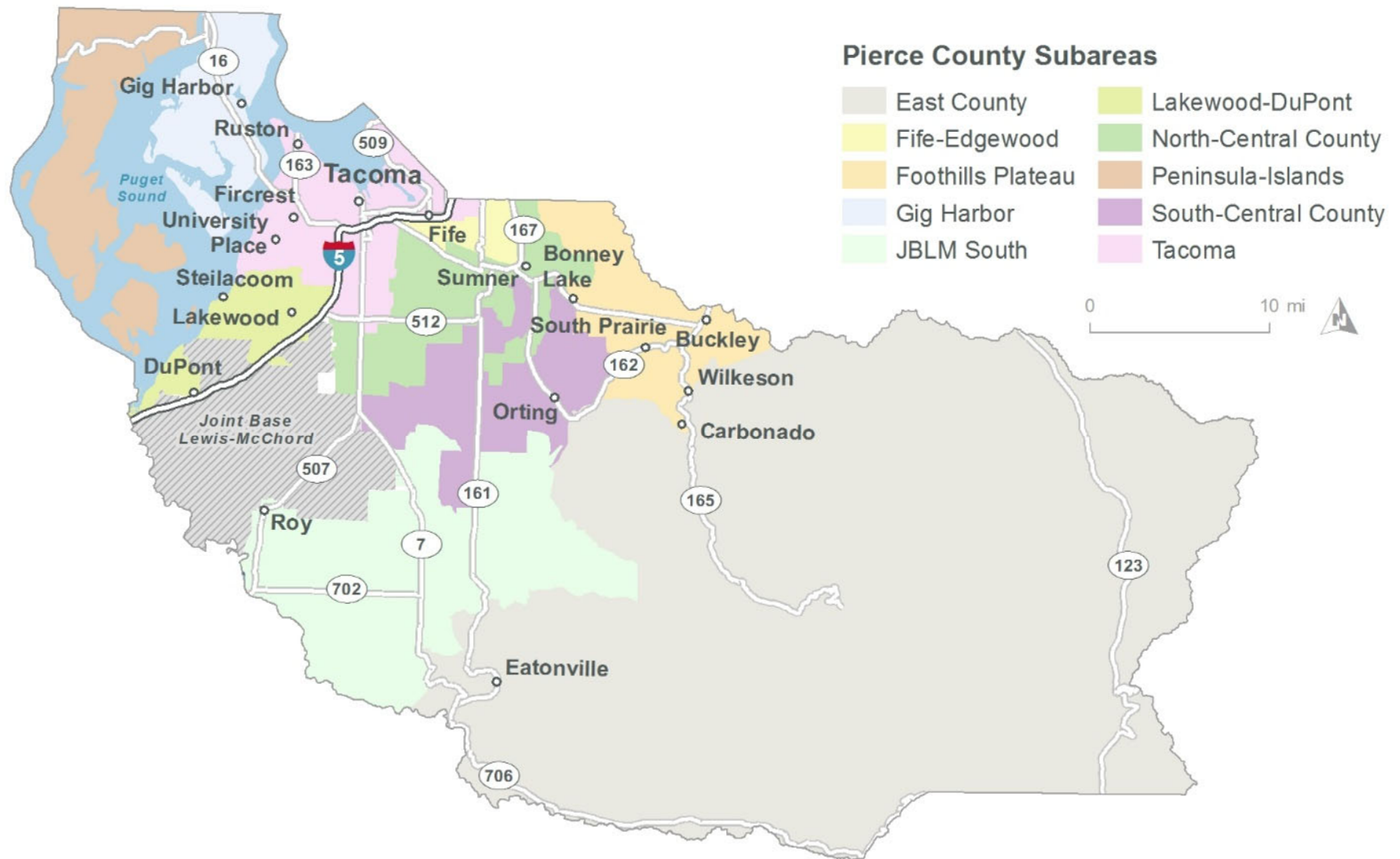


Figure 7-1. Pierce County Demographic Growth Subareas

Table 7-1. Comparison of Household Unit Growth Rates and Projections by Source

Subarea Name	Urban Parcel/PSRC Permit Analysis ^a		Pierce County City/Town Household Growth Projections ^b				PSRC TAZ-Based Projections ^c		Notes
			2020–2030		2030–2040		2020–2030	2030–2040	
	2010–2016	2013–2016	Min	Max	Min	Max			
Gig Harbor	1.4%	1.8%	2.78%	2.78%	2.78%	2.78%	0.70%	0.48%	Gig Harbor only city
Peninsula	0.5%	0.3%	N/A	N/A	N/A	N/A	0.09%	0.08%	Outside UGA
East County	0.9%	0.9%	1.34%	1.55%	1.18%	1.34%	0.90%	0.56%	Eatonville only city; slow growth
North-Central County	0.4%	0.6%	0.85%	1.23%	0.78%	1.10%	1.13%	1.07%	Pacific excluded; large rural portion; Summit Water
South-Central County	3.4%	3.4%	2.14%	2.72%	1.76%	2.14%	1.84%	1.19%	Includes Orting and unincorporated UGA
Fife-Edgewood	2.2%	3.8%	1.27%	3.73%	1.27%	3.73%	1.81%	1.51%	All within UGA
Foothills Plateau	1.0%	1.1%	0.71%	5.17%	0.71%	3.41%	0.71%	0.63%	Wide growth patterns; depends on location
Lakewood-DuPont	0.3%	0.3%	0.27%	3.95%	0.26%	2.83%	1.81%	1.86%	Low growth potential, except DuPont in near term
Tacoma	0.5%	0.2%	0.54%	1.39%	0.51%	1.22%	1.91%	1.65%	
JBLM South	0.8%	0.9%	0.52%	0.54%	0.49%	0.52%	0.35%	0.20%	Roy only city
Urban Unincorporated County ^d			1.18%	1.34%	1.06%	1.18%			

^a Based on 2010 Urban Parcel Data from the 2014 Pierce County BLA and building permit data tabulated by PSRC. Considers the subarea as a whole.

^b Based on the Pierce County BLA 2019 incorporated and urban unincorporated forecast update. Considers only the incorporated cities and towns in the subarea.

^c Based on the PSRC Land Use Vision data set.

^d Data category is specific to the County BLA 2019 forecast update, and is not mutually exclusive from subareas.

7.1.3 Subarea Growth Rate Forecast

Table 7-2 displays demographic growth rate ranges, in 10-year intervals, for a 30-year forecast horizon. These ranges were developed to be wide enough to capture the ranges of values associated with the recent growth and buildable-lands projections in Table 7-1. Demographics within individual water system service areas within a subarea will vary. However, the intent of these broad ranges is to provide water systems with County-acceptable ranges for their growth forecasts. When local water system planning is consistent with the growth rates established in the CWSP, the County can conduct the required local government consistency review more efficiently.

Table 7-2. Ranges of Demographic Growth Rates in Pierce County Subareas

Subarea Name	2020–2030		2030–2040		2040–2050	
	Min	Max	Min	Max	Min	Max
Gig Harbor	1.30%	3.00%	1.30%	3.00%	1.30%	3.00%
Peninsula	0.05%	0.50%	0.05%	0.50%	0.05%	0.50%
East County	0.80%	1.60%	0.80%	1.50%	0.80%	1.50%
North-Central County	0.30%	1.30%	0.30%	1.20%	0.30%	1.20%
South-Central County	2.00%	3.50%	1.70%	2.50%	1.70%	2.50%
Fife-Edgewood	1.20%	4.00%	1.20%	4.00%	1.20%	4.00%
Foothills Plateau	0.60%	5.20%	0.60%	3.50%	0.60%	3.50%
Lakewood-DuPont	0.20%	4.00%	0.20%	3.00%	0.20%	3.00%
Tacoma	0.20%	1.50%	0.20%	1.50%	0.20%	1.50%
JBLM South	0.50%	1.00%	0.50%	1.00%	0.50%	1.00%

Table 7-3 displays the earliest and latest years in which vacant and under-developed land buildout would be reached in the subarea UGAs based on the growth rates in Table 7-2. The table shows that if subareas grow at their maximum rate, many would reach buildout within a 30-year planning horizon under current zoning assumptions. However, as shown in Table 7-1, growth rates will vary within the subareas, and rezoning in quickly growing areas may result in different buildout timelines from those depicted here.

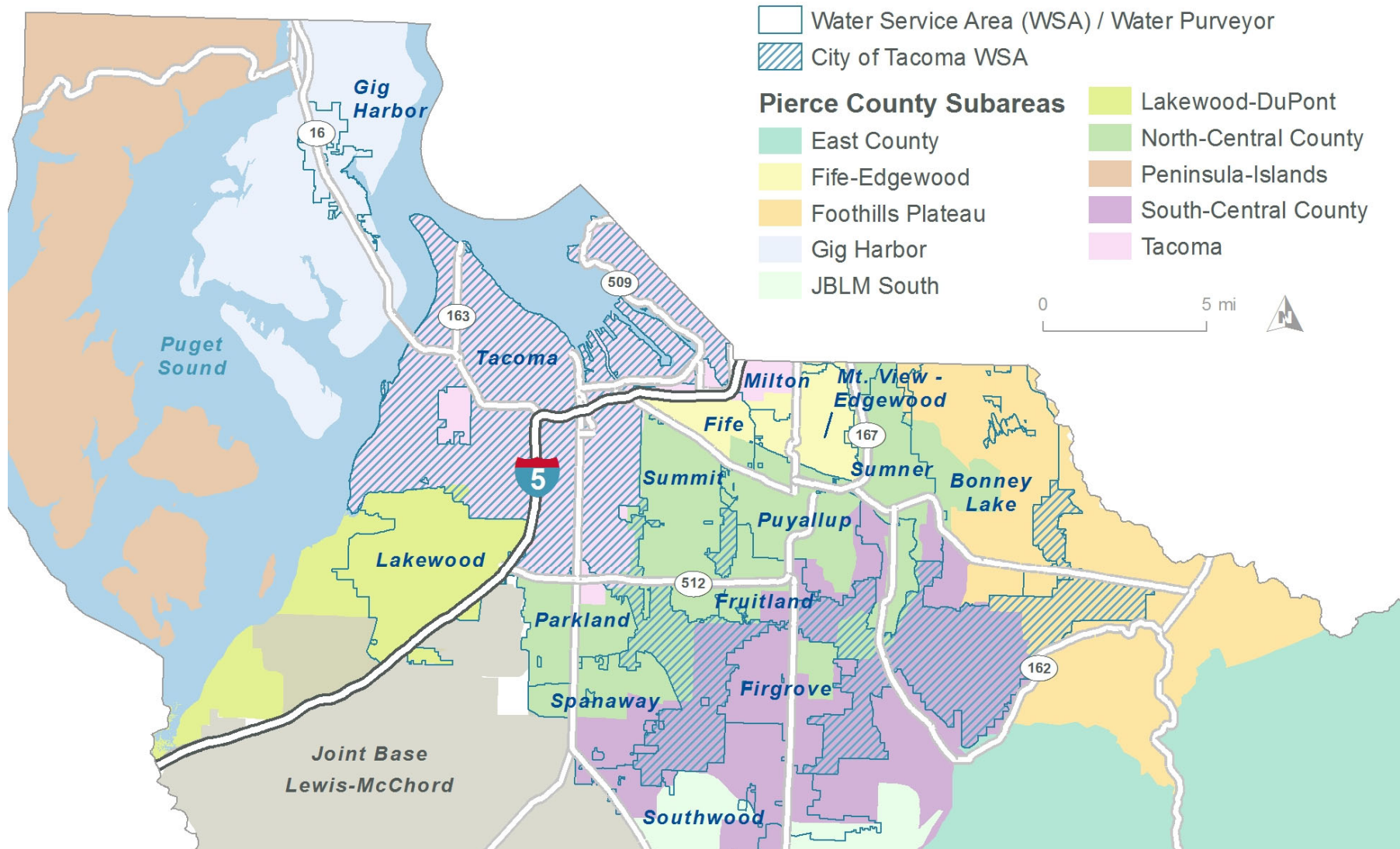
Table 7-3. Forecasted Buildout Years for Subarea Using Minimum and Maximum Growth Rates

Subarea Name	Year of Buildout ^a	
	Minimum Growth Rate	Maximum Growth Rate
Gig Harbor	2049	2031
Peninsula ^b	N/A	N/A
East County	2180	2103
North-Central County	2135	2045
South-Central County	2043	2031
Fife-Edgewood	2071	2033
Foothills Plateau	2104	2027
Lakewood-DuPont	2170	2024
Tacoma	2382	2065
JBLM South	2057	2037

^a Based on current urban zoning.

^b No urban zoning in the subarea, and thus no consistent buildout calculation possible.

Several water purveyors have been designated as ‘large’ as described in Section 7.2.1. Figure 7-2 displays the service area boundaries of the large water purveyors with the subareas. Large purveyors can use this map to confirm which subareas their system cover, and accordingly the ranges of growth rates that apply to their systems. If a purveyor’s service area overlaps with portions of multiple subareas, multiple growth rate ranges should be considered in water system planning.



Note: Subareas are shown in color; water service areas are depicted with blue boundary lines; Tacoma Water is shown with hatched lines.

Figure 7-2. Service Areas of Large Water Purveyors Shown with Subareas

7.2 Water Supply Requirements

Water systems in the County have varying levels of water demands and supply availability. Depending on where and at what rate growth occurs, some systems may reach their supply limit (either water rights limit or physical capacity limit), while others may have supply surpluses. This compilation can inform future regionalization planning and determination of where water supply needs may be the most pressing.

7.2.1 Methodology

Detailed supply and demand information was acquired from DOH-approved WSPs for 15 large utilities in the County, as they represent a significant majority of water demand and available supplies. The designation of “large systems” was done using a scoring system that considered three criteria: total residential connections, total system connections, and full-time residential population in 2017. Water systems were awarded one point for being listed in the top 15 of each category. Systems that scored three points (i.e., placed in the top 15 of each category) were designated as large systems (Table 7-4).

Although Gig Harbor was listed in the top 15 of only two categories, it is still designated as a ‘large’ system because of its unique position representing the largest water system in the portion of the County on the Kitsap Peninsula. Additionally, Washington Water Service operates several small systems in this area. No individual system has a large enough population or connection count to be considered a large system, but all of Washington Water’s systems in aggregate may represent a significant portion of supply and demand in certain County regions.

Average day demand (ADD) and maximum day demand (MDD) forecasts were collected from each large water system (represented in 5-year intervals) from 2015 to 2040. In plans where the specific 5-year intervals of interest were not listed, demands were interpolated and extrapolated based on growth rates calculated from the available information. Water rights data (both instantaneous withdrawal and annual maximum withdrawal) and current, physical production capacity were also gathered.

Supply and demand data for all other systems in the County, hereafter referred to as “Other Systems,” were derived from the Water Supply Forum (WSF) *2009 Regional Water Supply Outlook* report. The methodology is described in more detail in the footnotes in the results section below.

Table 7-4. Scoring System Used to Define County “Large Systems”

Rank	Residential Connections		Total Connections		Full-Time Residential Population	
	Utility	Number of Connections	Utility	Number of Connections	Utility	Population
1	Tacoma Water	101,178	Tacoma Water	108,847	Tacoma Water	317,224
2	Lakewood Water District	27,754	Lakewood Water District	27,881	Lakewood Water District	69,705
3	City of Bonney Lake	15,114	City of Bonney Lake	15,460	Southwood Water System	35,387
4	Southwood Water System	14,690	City of Puyallup	15,387	City of Puyallup	35,371
5	City of Puyallup	14,409	Southwood Water System	14,858	City of Bonney Lake	35,123
6	Firgrove Mutual Inc.	10,975	Parkland Light and Water Company	11,704	Firgrove Mutual Inc.	27,437
7	Spanaway Water Company	10,699	Firgrove Mutual Inc.	11,220	Spanaway Water Company	26,923
8	Parkland Light and Water Company	10,659	Spanaway Water Company	11,044	Parkland Light and Water Company	25,094
9	Summit Water and Supply Company	6,430	Summit Water and Supply Company	6,650	Summit Water and Supply Company	16,000
10	Fruitland Mutual Water Company	5,280	Fruitland Mutual Water Company	5,874	Fruitland Mutual Water Company	11,446
11	City of Sumner	4,660	City of Sumner	5,166	City of Fife	10,100
12	City of Fife	3,827	City of Fife	4,767	City of Sumner	9,520
13	City of Milton	3,609	City of Gig Harbor	3,895	Mt. View-Edgewood Water Company	8,627
14	Mt. View-Edgewood Water Company	3,554	City of Milton	3,854	City of DuPont	8,199
15	City of Gig Harbor	3,530	Mt. View-Edgewood Water Company	3,637	City of Milton	8,078

Source: DOH Sentry Database, 2017.

7.2.2 Supply and Demand Summary

Table 7-5 displays the compiled water system demand data for the County. Total ADD and MDD were approximately 96.7 million gallons per day (mgd) and 196.6 mgd, respectively, in 2015. The data also shows that the 15 largest systems represented 87 percent of countywide ADD demand in 2015. Based on individual water system planning, County water demands are projected to increase to 114.5 mgd (ADD) and 239.2 mgd (MDD) by 2040. The 15 largest systems are forecasted to represent 86 percent of countywide ADD demand in 2040.

Table 7-6 summarizes water system supply in the County. Current total instantaneous water rights are 507 mgd, and total annual water rights are 196,216 acre-feet (daily average of 175 mgd). Physical production capacity for all systems in the County is 435.9 mgd.

Table 7-7 shows the regional supply/demand balance between the large systems and other smaller systems. The table provides a regional perspective of where surplus and deficiency may occur over the planning period; however, the values presented do not supersede water supply and demand planning at the individual utility level. Additionally, several small systems, particularly in rural areas, are jointly managed by an “umbrella agency” (e.g., Washington Water Service), which may allow for flexibility in addressing regional supply/demand balances. The values include additions and subtractions of supply through wholesale contracts, and assumes full deliveries per the contracts.

The analysis projects a countywide water surplus through the planning period, although some systems in the County may be in need of additional water supplies within the 30-year planning horizon. These systems should address supply deficits in their WSPs, and are required by WAC 246-290-100 to evaluate source of supply alternatives if water shortages will exist within the next 20 years.

Table 7-5. Forecasted Average Day and Maximum Day Demands of Pierce County Water Systems

System	Demand Growth Rate	Demands (mgd) ^{a,b}											
		ADD						MDD ^c					
		2015	2020	2025	2030	2035	2040	2015	2020	2025	2030	2035	2040
Tacoma Water ^d	-0.23%	44.8	43.6	43.1	42.6	42.1	41.7	77.1	75.0	74.2	73.3	72.5	71.6
Lakewood Water District	0.66%	7.3	8.7	8.8	9.1	9.4	9.6	15.1	17.9	18.3	18.9	19.4	20.0
Firgrove Mutual Inc.	1.01%	2.6	3.2	3.8	3.9	4.1	4.4	6.4	6.7	7.9	8.3	8.7	9.2
Spanaway Water Company	3.00%	3.2	3.4	3.9	4.5	5.3	6.1	7.4	7.9	9.1	10.6	12.2	14.2
City of Bonney Lake	1.87%	4.7	5.3	5.8	6.3	6.9	7.6	11.4	12.7	13.9	15.2	16.6	18.2
City of Sumner	0.71%	1.6	1.7	1.8	1.9	1.9	2.0	3.2	3.4	3.6	3.8	3.8	4.0
Southwood Water System ^e	N/A	4.4	4.4	4.4	4.4	4.4	4.4	11.1	11.1	11.1	11.1	11.1	11.1
City of Puyallup	1.80%	3.8	4.1	4.5	4.9	5.4	5.8	7.6	8.3	9.0	9.8	10.8	11.8
Parkland Light and Water Company	0.67%	3.1	3.2	3.4	3.5	3.6	3.7	6.3	6.5	6.7	6.9	7.2	7.4
Summit Water and Supply Company	1.11%	1.8	1.8	1.9	2.0	2.1	2.1	4.2	4.5	4.7	4.9	5.0	5.2
Fruitland Mutual Water Company	1.00%	1.5	1.6	1.7	1.8	1.9	2.0	3.8	4.0	4.2	4.4	4.7	4.9
City of Fife	0.69%	2.2	2.3	2.3	2.4	2.5	2.6	4.2	4.4	4.6	4.7	4.9	5.1
Mountain View-Edgewood Water Company	2.60%	0.9	1.0	1.1	1.3	1.4	1.6	2.9	3.0	3.4	3.9	4.4	5.0
City of Gig Harbor	2.85%	1.0	1.7	2.0	2.3	2.6	3.0	2.3	4.3	5.0	5.7	6.6	7.6
City of Milton	3.29%	1.1	1.3	1.4	1.4	1.4	1.4	2.4	2.8	3.2	3.2	3.2	3.2
Other systems ^{f,g}	1.10% ^g	12.6	13.3	14.0	14.8	15.7	16.5	31.5	33.3	35.1	37.1	39.2	41.4
Total		96.7	100.7	104.0	107.2	110.7	114.5	196.6	205.3	213.4	221.2	229.7	239.2
Large systems: percent of total demand (%)		87	87	87	86	86	86	86	84	84	84	83	83

^a Demands for the more distant forecast years (e.g., 2040) for certain systems are estimated from the growth rates, extrapolated through the planning horizon.

^b Total demand without conservation assumptions, except where noted.

^c Typically, MDD will not occur on the same day for every system; these values represent the absolute maximum forecasted MDD. In reality, total County MDD will likely be smaller.

^d Tacoma demand forecast includes conservation. The “most likely” forecast suggests a decline in demand of 0.23% per year, on average.

^e No available WSP. ADD derived from the average production values in the utility's 2015–2017 Water Use Efficiency reports. Applied a peaking factor of 2.5, per assumptions in the 2009 Water Supply Forum Outlook Report.

^f ADD for 2015 derived by subtracting the sum of large system demand data from countywide demand data as presented in the 2009 Water Supply Forum Outlook Report. MDD derived by applying a peaking factor of 2.5 to the ADD, per assumptions in the same report.

^g Growth rate (1.10%) derived from average growth rates in Table 7-2 for the Peninsula, Gig Harbor, JBLM South, and East County Subareas.

Table 7-6. Compiled Supplies of Pierce County Water Purveyors

System	Water Rights				Physical Supply		Wholesale Supplies ^c		
	Qi (gpm)	Qi (mgd)	Qa ^a (afy)	Qa ^a (mgd)	PPC ^b (gpm)	PPC ^b (mgd)	Supplier	Qi (mgd)	Qa (mgd)
Tacoma Water	170,905	246.1	194,504	99.1	168,701	242.9	N/A		
Lakewood Water District	48,343	69.6	21,645	19.3	22,235	32.0	N/A		
Firgrove Mutual Inc.	6,141	8.8	2,700	2.4	5,128	7.4	Tacoma/Lakewood	4.5	4.5
Spanaway Water Company	11,007	15.9	4,068	3.6	6,945	10.0	Lakewood	0.5	0.5
City of Bonney Lake	9,093	13.1	8,054	7.2	7,410	10.7	Tacoma	4.0	2.4
City of Sumner	5,511	7.9	2,882	2.6	2,801	4.0	N/A		
Southwood Water System ^d	9,861	14.2	4,593	4.1	9,861	14.2	Tacoma	2.0	2.0
City of Puyallup	10,000	14.4	10,832	9.7	7,600	10.9	Tacoma	2.0	2.0
Parkland Light and Water	17,030	24.5	5,840	5.2	13,760	19.8	N/A		
Summit Water and Supply Company	3,350	4.8	2,130	1.9	2,640	3.8	Lakewood	2.0	2.0
Fruitland Mutual Water Company	3,905	5.6	2,337	2.1	3,490	5.0	Tacoma	1.6	0.8
City of Fife	1,640	2.4	1,456	1.3	240	0.3	Tacoma	2.9	1.5
Mountain View-Edgewood Water Company	4,793	6.9	1,776	1.6	3,660	5.3	N/A		
City of Gig Harbor	3,115	4.5	2,265	2.0	2,745	4.0	N/A		
City of Milton	5,420	7.8	2,811	2.5	2,020	2.9	Mt. View-Edgewood	0.7	0.7
Subtotal	308,614	444.4	183,716	164.0	259,236	373.3			
Other systems ^e	41,972	60.5	11,828	17.4	43,472	62.6			
Grand total	352,086	507.0	196,216	182.0	302,708	435.9			

^a Considers only primary/additive annual rights.

^b Physical production capacity.

^c Wholesale supplies are not additive to countywide physical supplies. Therefore, no countywide totals were calculated. Generally, in wholesale contracts, Qi is measured in gpm, and Qa is measured in afy. This table reports the values in mgd to maintain consistency with the demands listed in Table 7-5 and the regional water supply balance in Table 7-7.

^d No WSP available; water rights information gathered from the 2009 Water Supply Forum Outlook Report. Physical production capacity assumed to be the maximum instantaneous water right.

^e Water rights calculated by subtracting water right totals of large systems from the countywide total, as presented in the 2009 Water Supply Forum Outlook Report.

Table 7-7. Regional Supply/Demand Analysis

Regional System	ADD Supply	MDD Supply	ADD Surplus/(Deficit)						MDD Surplus/(Deficit)					
			2015	2020	2025	2030	2035	2040	2015	2020	2025	2030	2035	2040
Tacoma Water ^a	91.9	231.9	47.1	48.3	48.8	49.3	49.8	50.3	154.8	156.9	157.8	158.6	159.4	160.3
Lakewood Water District ^b	9.3	22.6	2.0	0.6	0.5	0.2	(0.1)	(0.3)	7.5	4.7	4.3	3.7	3.2	2.6
Firgrove Mutual Inc.	6.9	11.9	4.3	3.7	3.1	3.0	2.8	2.5	5.5	5.2	4.0	3.6	3.2	2.7
Spanaway Water Company	4.1	11.0	0.9	0.7	0.2	(0.4)	(1.1)	(2.0)	3.6	3.1	1.9	0.4	(1.2)	(3.2)
City of Bonney Lake	9.6	14.7	4.9	4.4	3.9	3.3	2.7	2.1	3.2	2.0	0.8	(0.5)	(1.9)	(3.5)
City of Sumner	2.6	4.0	1.0	0.8	0.8	0.7	0.6	0.6	1.2	1.1	0.9	0.8	0.7	0.6
Southwood Water System	6.1	16.2	1.7	1.7	1.7	1.7	1.7	1.7	5.1	5.1	5.1	5.1	5.1	5.1
City of Puyallup	9.7	10.9	5.9	5.5	5.2	4.8	4.3	3.9	3.4	2.6	1.9	1.1	0.2	(0.8)
Parkland Light and Water Company	5.2	19.8	2.1	2.0	1.9	1.7	1.6	1.5	13.5	13.3	13.1	12.9	12.6	12.4
Summit Water and Supply Company	3.9	5.8	2.1	2.1	2.0	1.9	1.8	1.8	1.6	1.3	1.1	0.9	0.8	0.6
Fruitland Mutual Water Company	2.8	6.6	1.3	1.2	1.2	1.1	1.0	0.9	2.8	2.6	2.4	2.2	2.0	1.7
City of Fife ^c	1.8	3.3	(0.3)	(0.4)	(0.5)	(0.6)	(0.7)	(0.8)	(1.0)	(1.1)	(1.3)	(1.5)	(1.6)	(1.8)
Mountain View-Edgewood Water Company	1.6	5.3	0.7	0.6	0.5	0.3	0.2	(0.0)	2.4	2.2	1.8	1.4	0.8	0.2
City of Gig Harbor ^d	1.9	3.7	0.9	0.1	(0.1)	(0.4)	(0.8)	(1.2)	1.4	(0.7)	(1.3)	(2.1)	(2.9)	(3.9)
City of Milton	3.2	3.6	2.1	2.0	1.8	1.8	1.8	1.8	1.2	0.8	0.5	0.5	0.5	0.5
Other systems ^e	21.1	59.4	8.5	7.7	7.0	6.2	5.4	4.5	27.9	26.2	24.3	22.3	20.3	18.1

^a Tacoma physical supplies are not guaranteed every year because of annual flow variability in the Green River. According to Tacoma's Resource Adequacy Standard, supplies are considered sufficient when "mandatory curtailments will occur not more than once in 25 years as a long term average." The water supply conditions that activate mandatory curtailment are described in Tacoma's water shortage response plan.

^b Includes supply of 2.0 mgd per the Steilacoom wholesale contract.

^c Fife's daily PPC is below the average daily water right allowed under its annual allotment. Therefore, for ADD supply, PPC was considered the supply value rather than the annual water right, and results in a supply deficit as depicted in the table and in Fife's WSP.

^d Includes removed supplies for local small systems (0.15 mgd annual and 0.28 mgd instantaneous).

^e Includes additional demands from wholesale water purchased from Lakewood and Gig Harbor.

7.3 Policy Statements

Policy statements related to the topics addressed in this chapter of the CWSP are:

- **7-1. Subarea Growth Rates.** The CWSP provides subarea growth rate projections that are intended to be used as reference by individual water utilities during development of their own water demand forecasts. The County will compare water utility growth projections with the subarea growth rate projections in Table 7-2 during the local government consistency review that is conducted as part of the WSP review process. If the WSP uses growth rates within the applicable ranges depicted in the CWSP, or has rationale for why different rates are used, the growth rates will be considered acceptable by PPW in meeting local government consistency.
- **7-2. Water Supply and Demand Balance.** There is currently an overall countywide water surplus; however, some systems in the County may be in need of additional water supplies within the 30-year planning horizon. Surpluses in one area are not always available to meet shortfalls in other areas because of technical, legal, and/or economic constraints and challenges. Therefore, utilities should enhance their WUE programs and work collaboratively in identifying strategies for developing and sharing regional water supply opportunities. Specific policy recommendations regarding water supply options are provided in Chapter 8.
- **7-3. Water Supply Deficiencies.** Water utilities that are projected to have water supply deficits by 2050 shall include in their WSPs explanation of how they will address supply shortages.

8 Regional Water Supply Opportunities and Considerations in Pierce County

This chapter describes various regional water supply opportunities that have the potential to address future water supply needs throughout the County. This includes the use of wholesale delivery, water system interties, water use efficiency, reclaimed water, and other specific large water supplies. These opportunities are important for water systems to consider as they can help defer or eliminate the need to develop new sources of potable water supply.

8.1 Wholesale Water Delivery

Wholesale water delivery involves the transmission of water from large utilities that have water supplies in excess of their retail service area demands to smaller utilities that require water to meet all or a portion of their demands. This approach to regional water supply management has been implemented successfully in the County, as described below. Additional use of wholesale water from these providers should be considered in meeting a portion of future water demand needs in the County, particularly when this avoids the challenges and costs associated with developing new water supplies (e.g., limited likelihood of obtaining additional water rights).

8.1.1 Tacoma Water

Tacoma Water is the largest regional water purveyor. Tacoma Water sells water on a wholesale basis to several other water systems, as the largest of which are shown in Table 7-6, including 23 metered wholesale connections to 15 water purveyors with an additional wholesale contract with Cascade Water Alliance (Cascade), a regional water provider in King County. As shown in Table 7-7, Tacoma Water has sufficient capacity to provide wholesale water service to other water systems operating within Pierce County.

Source

Tacoma Water receives water from two main sources: the Green River surface water source, and groundwater wells within the service area. The Green River is the primary source, and the wells provide a peaking source that also offers added reliability and redundancy.

Transmission

Tacoma Water operates multiple large-diameter pipelines that convey water from the Green River filtration facility to the Tacoma service area. These transmission lines cross the service areas of several water purveyors. Most of the wholesale connections to the Tacoma water system are on the transmission lines, with the wholesale customers then responsible for infrastructure that connects to their own distribution systems.

In addition to its wholesale deliveries, Tacoma Water is part of the Regional Water Supply System (RWSS), along with the Covington Water District, the City of Kent, and

Lakehaven Water and Sewer District. This partnership allows the use of water from the Green River under Tacoma's Second Diversion Water Right. Water is supplied to each purveyor from the Green River Filtration Facility and appurtenant facilities, and is conveyed through Tacoma's Pipeline 5, all of which are owned and operated by Tacoma Water. Thirteen interties provide water from the transmission facilities to the RWSS partners. This is not a wholesale contract per se, but is an example of how multiple purveyors currently share key pieces of infrastructure.

8.1.2 Lakewood Water District (LWD)

LWD currently provides wholesale water to the Town of Steilacoom and Summit Water and Supply Company. In addition, LWD will be providing wholesale water in the future to Firgrove Mutual Water Company and Rainier View Water Company through its new Wholesale Transmission Main Extension (WTME) project. Spanaway Water Company has contracted with LWD for wholesale water and will likely also be taking water from the WTME in the future.

LWD can contractually sell up to 10 mgd to its wholesale customers excluding the Town of Steilacoom. The Town of Steilacoom has a separate contract, which is not bound by the 10 mgd restriction.

In July 2004, DOH approved LWD's wholesale service area (which defines the geographical place of use for its water rights), and in August 2004, Ecology approved LWD's water right change applications to add all Co-op member retail service areas to the authorized place of use for LWD's water rights. The water rights' place of use language reads as follows: "Area served by the Lakewood Water District and through interties to other municipal water systems within central Pierce County. The place of use of this water right is the service area described in the Water System Plan approved by the Washington State Department of Health).

Source

LWD's water supply comes entirely from groundwater wells, all of which are within the LWD service area.

Transmission

LWD has two interties with the Town of Steilacoom, and a single intertie with Summit Water and Supply Company on the Wholesale Transmission Main. LWD will have single interties on the Wholesale Transmission Main Extension with the other wholesale customers in the near future, except Spanaway Water Company, which will connect later.

8.1.3 City of Gig Harbor

The City of Gig Harbor is the only large-scale water system in the peninsula region. Gig Harbor provides water on a wholesale basis to three customers: the Peacock Hill Water System, the Shore Acres Water System, and Washington State Department of Corrections (DOC) Washington Correctional Center for Women (WCCW). These contracts allow for 0.28 mgd instantaneous wholesale supply, and 0.15 mgd on an annual average.

The supply/demand analysis in Chapter 7 shows that Gig Harbor is likely to have a water supply deficit by 2040 if wholesale contracts are exercised in full, and may not have additional capacity to sell water beyond its existing contracts.

8.1.4 Other Examples

Washington Water Service Company (WWSC) is the next largest purveyor, which serves the largest amount of growth on the peninsula. It remains unclear if wholesaling water from these purveyors is an option; additional analysis will be required to determine their role in potentially meeting regional needs on the peninsula. Other water purveyors provide small quantities of wholesale water. Of the 15 largest utilities analyzed throughout the CWSP process, the only other notable wholesaler is Mountain View-Edgewood, which contractually can provide 0.7 mgd to the City of Milton.

8.2 System Interties

Interties between water systems can provide an alternative to developing new supply sources (i.e., to support non-emergency water purchases) or to bolster system reliability (i.e., to provide emergency water connections to other providers). Planning and design requirements for interties are based on their various purposes, and are described in detail in WAC 246-290-132 and the DOH *Water System Design Manual*.

Multiple interties physically connect water utilities throughout Pierce County. Details regarding existing interties and their stated purpose (e.g., to support wholesale water delivery or to provide emergency supply) are provided in individual WSPs. As an example to the extent to which interties are used to allow water to move from one system to another, Tacoma Water currently has 20 emergency interties with 10 other water purveyors. Emergency interties could be converted to wholesale supplies in the future.

Utilities in the County should continue to identify opportunities for interties, not only to support wholesale and short-term emergency purposes, but also to increase overall water supply reliability through increasing the number of supplies capable of serving any given area.

8.3 Water Use Efficiency

Water use efficiency (WUE), including water conservation, is already a key element of the water demand management strategies used by Pierce County water utilities to reduce their water supply needs. This will continue to hold true into the future.

8.3.1 Regulatory Framework

WSPs are required per WAC 246-290-100 to address WUE planning, with guidance provided by the following DOH documents:

- 1994 Water Conservation Guidelines
- Water System Planning Handbook (April 1997)
- Municipal Water Law: Interim Planning Guidance For Water System Plan/Small System Management Program Approvals (March 2004)

- Water Use Efficiency Handbook (January 2007; amended January 2017)

WUE programs are most effective when they contain both demand-side and supply-side measures. Demand-side measures are intended to reduce customer water use (e.g., incentives to install low-flow water-using appliances and fixtures, increasing block rate structures, etc.) Supply-side measures are designed to support efficient delivery of water to customers (e.g., through reducing distribution system leakage).

The 2003 MWL directed DOH to adopt an enforceable WUE program. This program, which became effective in January 2007, is administered by the DOH Office of Drinking Water. The WUE program is intended to achieve a consistently high level of water stewardship by incorporating WUE into the water system planning process. The specific requirements, pertaining to any Group A community water system serving at least 15 residential connections, are found in WAC 246-290 and the Water Use Efficiency Guidebook. To summarize, municipal water suppliers must:

- Publicly establish water savings goals
- Evaluate or implement water-saving measures to achieve the goals
- Develop a WUE program to support the established goals
- Install meters on all customer connections
- Achieve a distribution system leakage (DSL) standard of no more than 10 percent
- Report annually on the progress toward achieving the goals

This is intended to support the goal of ensuring safe and reliable drinking water by contributing to long-term water system reliability and public health protection, promoting good stewardship of water resources, and ensuring the efficient operation and management of water systems.

8.3.2 Potential Future Role in Pierce County Water Supply Resources Management

Water use efficiency and conservation can aid in meeting future water supply challenges in Pierce County in multiple ways. Examples include:

- Manage the scale and timing of additional supply. In recent years, it has become increasingly difficult to develop new sources of water supply because of limitations on the availability of new water rights. This trend is likely to continue as growth increases the need for water, while at the same time environmental and water quality requirements grow more stringent. Water use efficiency and conservation can reduce, or delay, the need for new sources of supply, while increasing public support for new sources of supply if and when they are needed.
- Reduce utility operating expenses. Reducing water consumption and system losses allows a corresponding reduction in chemical usage, energy consumption, and carbon footprint.
- Reduce or delay investments in wastewater capacity. Given the connection between water consumption and wastewater flows, water conservation also offers a means to

reduce flow to wastewater collection and treatment systems. This, in turn, can reduce or delay capital expenditures on wastewater collection and treatment capacity.

- Minimize impacts on natural resources. By reducing the amount of water diverted from streams or pumped from aquifers that recharge rivers and wetlands, water use efficiency and conservation provide a way for utilities and their customers to minimize their impacts on the natural environment.
- View water use efficiency and conservation as an ethic and as a way to support a sustainable future. Water conservation is sometimes implemented even though it may not be the most cost-effective alternative to other supply development options but because it has greater social or environmental benefits aimed at promoting a sustainable water resource management ethic.

8.4 Reclaimed Water

Reclaimed water is highly treated wastewater that can be used for a variety of beneficial uses and purposes rather than being disposed of. This potential water resource provides an opportunity to address some needs in Pierce County, including reducing the stress placed upon potable water supplies through its use for non-potable purposes and enhancing the environment through its use in replenishment of depleted water resources.

8.4.1 Reclaimed Water Defined

Washington State defines reclaimed water, also sometimes called water recycling or water reuse, as “water derived in any part from a wastewater with a domestic wastewater component that has been adequately and reliably treated ... so that it can be used for beneficial purposes. Reclaimed water is not considered a wastewater” (WAC 173-219-010). The treatment processes used to produce reclaimed water are designed to ensure that the water is safe and suitable for the intended use.

8.4.2 Regulatory Framework

On January 23, 2018, Ecology adopted the Reclaimed Water Rule (WAC 173-219). This rule addresses all aspects of reclaimed water, including permitting for generation, distribution, and use of reclaimed water. Associated with the rule, Ecology published the guidance document “Reclaimed Water Facilities Manual” (Purple Book) in February 2019, providing additional direction and clarification regarding requirements of the rule.

Both Ecology and DOH have regulatory roles regarding the permitting and approvals for reclaimed water facilities and projects. For a specific project, the two agencies determine a lead entity corresponding to permit issuance already done by that agency (e.g., Ecology would be the lead agency for a wastewater utility that wishes to begin production of reclaimed water).

There are no rules at the federal level specifically regarding reclaimed water. The U.S. Environmental Protection Agency (EPA) published its “Guidelines for Water Reuse” in 2012, as a general reference for water reuse practices, and the Potable Reuse Compendium in 2017. Currently EPA is also facilitating the development of a national water reuse action plan among federal, state, tribal, and water sector stakeholders, with

the goal of better integrating federal policy and funding, and leveraging industry and state government experience/expertise.

8.4.3 Production of Reclaimed Water

The generation of reclaimed water usually occurs at a wastewater treatment plant (WWTP). Two types of WWTPs are often considered:

- **Centralized:** Larger facilities, typically located in the lower reaches of a watershed, providing full treatment of both liquid and solids streams. In Pierce County, examples of such facilities include Pierce County's Chambers Creek Regional WWTP and the City of Tacoma's Central WWTP, both of which discharge secondary treated effluent to Puget Sound.
- **Satellite:** Smaller facilities, typically located in higher to middle reaches of a watershed, which often fully treat only the liquid stream of wastewater, with solids conveyed to a centralized facility for complete processing. Pierce County's Cascadia WWTP is an example of such a facility.

8.4.4 Uses of Reclaimed Water

There are many potential uses of reclaimed water, including (but not limited to):

- Commercial and residential:
 - Landscape and turf irrigation
 - Toilet/urinal flushing
 - Street sweeping/washing
 - Decorative fountains/water features
 - Construction uses
- Industrial and institutional:
 - Boiler feed water
 - Closed-loop cooling
 - Process water
- Groundwater recharge:
 - Indirect (through percolation basins)
 - Direct (through wells)
- Wetland enhancement
- Streamflow augmentation

The intended use of reclaimed water dictates the required level of treatment. Washington considers two general categories of reuse: Class A and Class B, with Class A being of higher quality and usable for all of the above listed purposes. The Reclaimed Water Rule does not provide detailed guidance on the use of reclaimed water for potable purposes,

except to acknowledge that it may be allowed pursuant to additional requirements, including treating to a Class A+ level:

Class A+ treatment criteria will be established on a case-by-case basis by health. Direct potable reuse is not a beneficial use of reclaimed water unless and until the Group A potable water purveyor or reclaimed water generator has applied for and received a waiver from the state board of health under WAC 246-290-060(4) (WAC 173-219-390).

8.4.5 Reclaimed Water Opportunities in Pierce County

Reclaimed water is planned for use in Pierce County in the following ways:

- **Chambers Creek Properties (CCP):** In 1992 Pierce County acquired the CCP from the Lone Star Gravel Company. The CCP is comprised of approximately 924 acres along the eastern shore of Puget Sound, adjacent to the County's Chambers Creek Regional WWTP, with portions located within the cities of University Place and Lakewood, as well as unincorporated Pierce County. It contains many features including the Chambers Bay Golf Course and the Chambers Creek Regional Park. Pierce County has plans to use reclaimed water for a variety of purposes, including irrigation, throughout the CCP. The County constructed some of the infrastructure for a reclaimed water facility during recent major upgrades to the Chambers Creek Regional WWTP. The decision to complete the reclaimed water facility will be based on future needs and estimated costs. The County does not currently treat water to Class A reclaimed water standards and does not have a permit for reclaimed water, but the Chambers Creek Regional WWTP is currently producing high-quality processed water for use on site.
- **Tehaleh:** Tehaleh, formerly known as Cascadia, is a master-planned unincorporated community located south of the City of Bonney Lake. Wastewater service is provided by the County's Cascadia WWTP. In the future, the WWTP will produce Class A reclaimed water to irrigate greenways along the major arterials throughout the Tehaleh development. The water will be produced from the WWTP in the northwest area of the development, stored near the center of the development adjacent to the final discharge location and distributed via existing and future irrigation pipes. The use of reclaimed water would offset the need for the Tehaleh owners association to purchase potable water for irrigation, which represents a significant operational cost savings and conservation of important resources.

8.4.6 Potential Future Role in Pierce County Water Resources Management

Reclaimed water can aid in meeting future water supply challenges in Pierce County in multiple ways. Examples include:

- Reduce the amount of potable water used for non-potable applications (e.g., irrigation and toilet flushing). This can extend the ability of existing water supplies to meet growing domestic demands.
- "Peak shaving," or reducing peak summertime water demands by replacing a portion of nonpotable peak usage with reclaimed water.

- **Water rights mitigation.** Future applications for surface water or groundwater may require mitigation to account for impacts to area water resources associated with diversion or withdrawal of water. Reclaimed water provides a potential source of water to meet such mitigation needs. Examples of this application have developed in the past two decades in Thurston County (cities of Lacey, Olympia, and Yelm). Typically this involves the capture and treatment of municipal wastewater in the upper portions of a watershed (i.e., through a satellite treatment facility) to minimize the amount of infrastructure needed to convey the reclaimed water to mitigation sites (e.g., groundwater recharge facilities).

In addition, reclaimed water can help in meeting future wastewater management challenges. Examples of these benefits include:

- **Reducing marine water discharges.** Wastewater utilities that discharge to Puget Sound are facing increasingly stringent discharge requirements, specifically in terms of nutrient (nitrogen) loadings. By treating to a higher level and beneficially reclaiming water for other purposes, nutrient loadings to marine waters can be reduced, benefiting the environment and satisfying permit requirements.
- **Reducing flows in constrained portions of wastewater utility collection, conveyance, and treatment systems.** Through the use of satellite facilities, wastewater utilities can moderate or reduce the volumes of wastewater flows that must be conveyed to existing centralized WWTPs. The avoided costs associated with upgrades to existing conveyance and treatment systems can aid in offsetting the costs of developing the satellite facilities.
- **Reducing watershed water withdrawals.** Use of satellite WWTPs and localized beneficial reuse of reclaimed water allows water to be retained within a basin, rather than it being withdrawn, used, and then conveyed outside of the basin for treatment and use/discharge. This can support multiple water resource management and environmental objectives within a localized area.

8.4.7 Implementation Considerations

Though the potential uses and benefits of reclaimed water are many, implementation of reclaimed water programs are complex and challenging. Key considerations include the following:

- **Utility coordination:** Reclaimed water programs or projects often involve separate wastewater (reclaimed water generator) and water (reclaimed water distributor/user) utilities. In such cases, coordination among utilities is required not only through the planning, permitting, design, and construction of reclaimed water infrastructure, but also through the ongoing operation and maintenance of facilities and the use of reclaimed water by end users. Interlocal agreements between utilities help delineate roles and responsibilities, while end user agreements outline the requirements imposed upon the actual end users of reclaimed water. Pierce County utilities can look for guidance to other successful multi-jurisdictional reclaimed water programs for agreements and other aspects of coordination. One example is the Cities of Lacey, Olympia, and Tumwater and Thurston County (LOTT) Clean Water Alliance in Thurston County, which has successfully partnered with the Cities of Lacey, Olympia, and Tumwater in delivering reclaimed water for almost two decades. In this case, the

wastewater utility (LOTT) generates reclaimed water, which is then provided to the water utilities (Cities), which then distribute the water to end users (City water utility customers).

- **Water quality:** As noted in Section 8.4.4, the Reclaimed Water Rule defines the water quality requirements that must be met for reclaimed water used for various applications (i.e., Class A versus Class B). In addition to these general requirements, which are rooted in the Clean Water Act and the Safe Drinking Water Act, utilities should be mindful of other water quality considerations that are often specific to the desired end uses of reclaimed water. For example, significant attention has been raised in recent years to the presence of trace amounts of pharmaceuticals and personal care products in reclaimed water, as well as in drinking water and ambient water in the environment. Most of these chemicals are not regulated within the water and wastewater industries (e.g., there are no maximum contaminant levels or other such “safe” levels established for them). While the observed concentrations are low (often at the nanograms per liter level), their presence in reclaimed water can be a function of the treatment type and performance level. Any reclaimed water project should consider these factors to ensure that the project is protective of public health and the environment.
- **Costs and funding:** Treatment and distribution costs (both capital and operational) for reclaimed water projects can be significant. In addition, if reclaimed water is replacing a portion of a water utility’s potable water sales, there is an impact upon water revenues. As such, comprehensive cost-benefit analyses should be conducted to weigh these costs against the benefits associated with implementation. Funding support is available through State loan programs (e.g., State Revolving Fund) and through federal programs (e.g., the U.S. Bureau of Reclamation’s Title XVI program).
- **Public involvement:** Historically, public perception regarding reclaimed water was often negative, with concerns existing about water quality and safety. Over time, public acceptance has grown. That said, it is important for utilities to engage their customers and the public in general early in consideration of implementing reclaimed water programs, so that questions and concerns can be identified and addressed throughout the decision-making process.

8.5 Other Regional Water Supply Opportunities

Two other potential sources of long-range regional supply are described below: the Pierce County CCP Water Rights, and the Cascade Lake Tapps Water Rights. These and other regional supply opportunities in Pierce County, as described above, are presented on Figure 8-1.

8.5.1 Pierce County Chambers Creek Properties Water Rights

Background

In 1992 Pierce County acquired the CCP and associated water rights from the former owner, Lone Star Gravel Company. In 2001 the County converted the Purpose of Use for the two largest water rights (GWC 7346-A and GWC 6741-A) from washing and processing of sand and gravel to municipal. This conversion is documented in an

Ecology Report of Examination (ROE) dated July 3, 2001. In 2012 the County obtained a 30-year extension from Ecology to fully perfect the municipal water rights with a new deadline of December 31, 2041, to submit the Proof of Appropriation form.

CCP Municipal Water Rights Amount

Under the GWC 7346-A water right permit, the authorized total annual quantity (Qa) of withdrawal permitted is 2,915.6 acre-feet per year (afy, continuous year-round) with a maximum instantaneous quantity (Qi) of 3,600 gallons per minute (gpm), which equates to 2.62 mgd. This represents the majority volume of the two water rights converted to municipal use. The GWC 6741-A water right permit is 9 afy and 50 gpm, which equates to 0.008 mgd.

CCP Municipal Water Rights Place of Use

The ROE dated July 3, 2001, also expanded the POU for the two CCP municipal water rights to cover all of Pierce County, which would be conveyed either directly to the City of Tacoma or to one or more members of the Co-op for distribution to purveyors in central and eastern Pierce County. Water would be used in a manner and location consistent with the individual WSPs of these purveyors. The POU of this water right may also be expanded beyond this area through designation of a water service area as described in the most recent WSP approved by DOH, so long as Pierce County remains in compliance with the criteria in RCW 90.03.386(2).

CCP Water Infrastructure for Municipal Water Rights

As of 2019, the CCP has one main production well for water right GWC 7346-A that draws from the deepest aquifer (unit G). This water is currently being put to beneficial use as irrigation water for the CCP.

CCP Municipal Water Right Quantities Available for Regional Wholesale

In 2017 the County Sewer Division conducted an analysis of the CCP water rights, reclaimed water and future irrigation needs at full buildout. This analysis indicated that after full buildout of the CCP there is an expected surplus of approximately 2 mgd of municipal water rights available for wholesaling.

In 2001 the County submitted a water right application to Ecology for domestic/public supply use with a total Qa of 10,200 afy (continuous year-round) with a Qi of 6,300 gpm, which equates to 9.1 mgd. This water right application could be processed should the need arise for additional regional water supply source.

In total, Pierce County potentially has the ability provide 11 mgd of municipal water rights to serve as a water source for the greater Pierce County area.

Wholesaling CCP Municipal Water Rights

Since acquisition of the CCP, Pierce County has conducted several studies to determine how the CCP municipal water rights could be moved out into service. The least costly alternative is to create an additional point of withdrawal in an adjacent water system and a more expensive option is to withdraw the water at the CCP and hard pipe the water to

an adjacent water system. Based on these studies, the most likely candidates to receive the CCP municipal water source are Tacoma Water, LWD, or the Town of Steilacoom.

8.5.2 Cascade Water Alliance Lake Tapps Water Rights

Background

In 2009, Cascade acquired the Lake Tapps Reservoir by purchase from Puget Sound Energy, together with associated lands, hydroelectric facilities, and water right interests. In 2010 Ecology approved Cascade's application to amend the vested water right claim for recreational lake levels, water quality, fish and wildlife, and other purposes. In 2015 Ecology issued Certificate of Change of Water Right S2-CV1-2P168(B) to supersede Water Right Claim 160822. Also in 2010, Ecology approved Cascade's applications for municipal water and issued the following four permits:

- Permit S2-29920(A) for diversion from the White River
- Permit S2-29920(B) for Regional Reserved Water
- Permit R2-29935 for reservoir storage
- Permit S2-29934P for municipal water supply purposes

Permit S2-29934P for municipal water supply purposes includes a development schedule that provides for beginning the project by 2040, completing the project within 15 years, and putting water to full use by 2060. The assets acquired from Puget Sound Energy plus the new water right permits make up Cascade's White River-Lake Tapps Reservoir Project.

Municipal Water Rights Amounts

Under Permit S2-29934P for municipal water supply purposes, the authorized Qa is 54,300 afy with a Qi of 135 cubic feet per second (cfs).

Under Permit S2-29920(B) for Regional Reserved Water, up to 5,060 afy and 10 cfs is allocated for the cities of Auburn, Bonney Lake, Buckley, and Sumner to use for mitigation of mainstem river impacts in connection with one or more future applications for municipal water.

Municipal Water Rights Place of Use

The POU for the Lake Tapps municipal water right (Permit S2-29934P) covers a large area that encompasses the urban areas of King County and Pierce County and includes the service areas of Tacoma Water, Seattle Public Utilities, and Cascade. Cascade's water service area is also set forth in Cascade's Transmission and Supply Plan that was most recently approved by DOH in 2018 (approved through 2023).

Lake Tapps Water Infrastructure for Municipal Water Rights

Cascade has not yet begun construction of the infrastructure necessary to withdraw, treat, and deliver municipal water from Lake Tapps.

Municipal Water Right Quantities Available for Regional Wholesale

Because Cascade receives wholesale water supply under long-term contracts with Seattle Public Utilities, Cascade currently projects adequate supplies for a 20-year period without development of the White River-Lake Tapps Reservoir Project. Beyond the 20-year planning horizon, there is potential for Lake Tapps to play a role in long-range water supply planning in Pierce County because Cascade's service area includes Tacoma Water's service area, and the source and likely treatment plant site are in Pierce County.

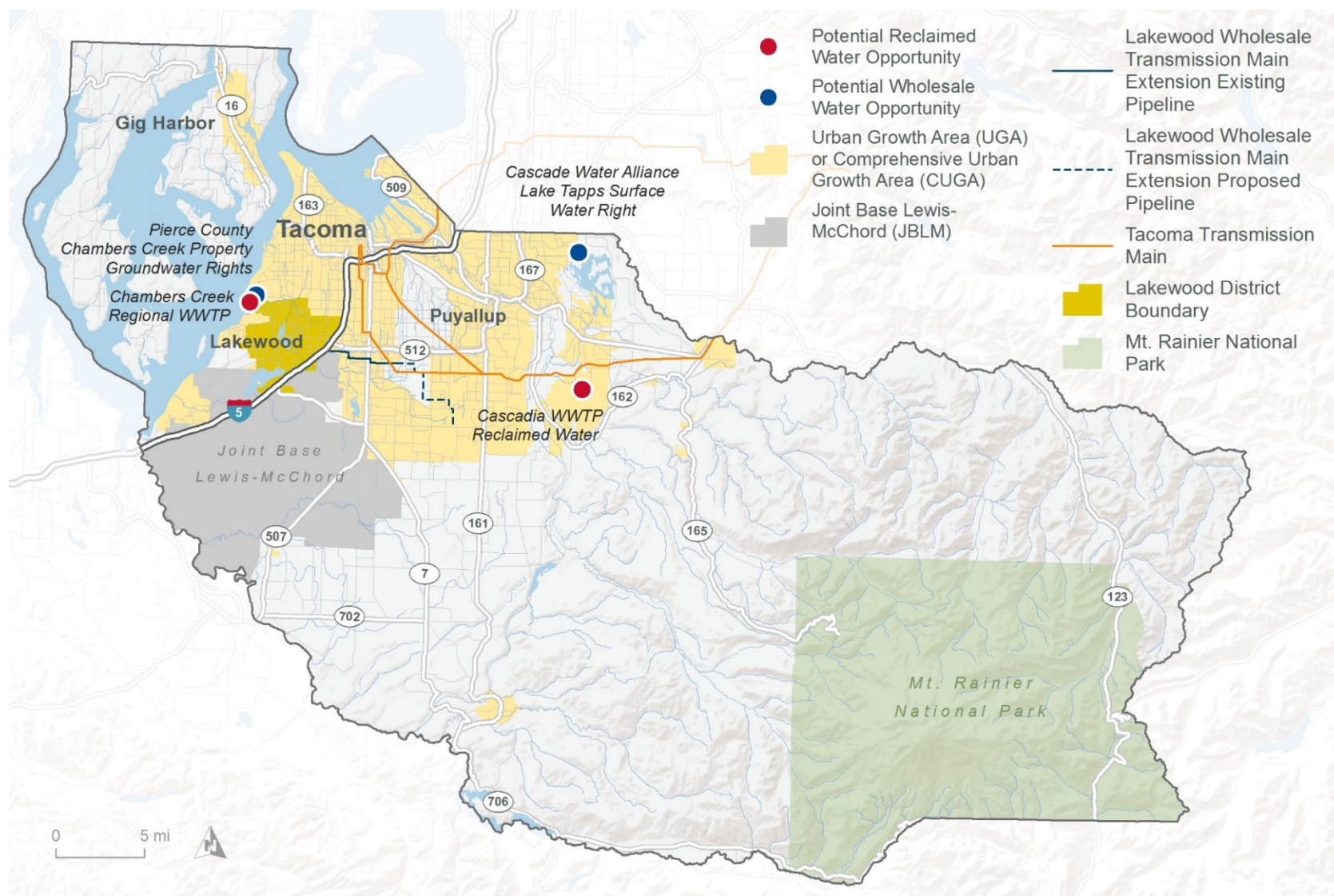


Figure 8-1. Potential Future Wholesale Water and Reclaimed Water Opportunities in Pierce County

8.6 Policy Statements

Policy statements related to the topics addressed in this chapter of the CWSP are:

- **8-1. Wholesale Water.** Wholesale water from existing wholesale providers will be an important resource in meeting a portion of future water demand needs in the County. WSPs should identify and plan for wholesale water opportunities.
- **8-2. Interties.** Utilities in the County should continue to identify opportunities for interties, not only to support wholesale and short-term emergency purposes, but also to increase overall water supply reliability through increasing the number of supplies capable of serving any given area. Such opportunities should be identified in WSPs.
- **8-3. Water Use Efficiency.** Individual water utilities should continue implementing their WUE programs and identify cost-effective ways to enhance their programs.
- **8-4. Reclaimed Water: Planning.** Individual water utilities should consider the role of reclaimed water in helping to meet their future water supply needs. As part of their WSPs, systems serving 1,000 connections or more must already evaluate the opportunity for use of reclaimed water. The CWSP emphasizes this requirement and encourages utilities to evaluate such opportunities where they occur.
- **8-5. Reclaimed Water: Coordination between Utilities.** Water and wastewater utilities in Pierce County should collaborate on identifying and evaluating reclaimed water opportunities. When the full range of benefits to both water and wastewater utilities, and their customers, are considered, reclaimed water projects may become more feasible for implementation than if they were pursued on their own.
- **8-6. Additional Long-range Regional Supplies.** The County's CCP and Cascade Water Alliance's Lake Tapps water rights are identified as regional opportunities for utilities to consider in helping to meet long-range water supply needs.

Appendix 1-1

SEPA Checklist and Determination

****This page intentionally left blank.****



March 5, 2021

**RE: Pierce County Coordinated Water System Plan – 2021 Update
SEPA Application Number 956964**

To Whom It May Concern:

Enclosed/attached you will find a Determination of Nonsignificance (DNS) issued by Pierce County on the above referenced proposal.

The DNS is also being sent to affected agencies other than Pierce County Departments, in accordance with WAC 197-11.

Sincerely,

Erik Jaszewski
Associate Planner

EJ:sw

Enclosure/Attachment

c:

Pierce County PPW Surface Water Management /	Town of South Prairie / Stu Terry
Anne-Marie Marshall-Dody, Planning Manager	Town of Steilacoom / Mark Burlingame
Pierce County Department of Emergency	City of Sumner / Shaun Piper
Management / Debbie Bailey	City of Tacoma Water Division / Scott Dewhirst
Pierce County PPW Sewer / Katherine Brooks,	Wilkeson Water Department / Luke Wilbanks
Planning Manager	Valley Water System / Sean Vance
Pierce County PPW Sustainable Resources / Ryan	PUD No 1 of Thurston County / Kimberly Gubbe
Dicks, Sustainable Resources Administrator	Ashford Water District / Steve Miller
Tacoma-Pierce County Health Department / George	McKenna Water District / James Davis
Waun	Peninsula Light Company / Kevin McAlister
Muckleshoot Indian Tribe / Krongthip	Burnett Water District / Robert Harding
Sangkapreecha, Planning Director	Crystal Mountain Sewer District / Paul Cross
Nisqually Indian Tribe / Joe Cushman, Planning and	Key Peninsula Volunteer Park / Matt Woodward
Economic Development Director	Lakewood Water District / Randall Black
Puyallup Indian Tribe / Andrew Strobel, Tribal Land	Lowell Johnson Park Water System / Dale Goodin
Use Director	Key Peninsula-Gig Harbor-Islands Watershed
Snoqualmie Tribe / Cindy Spiry, Environmental and	Council / Barbara Ann Smolko & Jeff Barney,
Natural Resources Director	Watershed Coordinators
Squaxin Island Indian Tribe / Penni Restivo, Director	Chambers - Clover Creek Watershed Council /
of Planning and Community Development	Krystal Kyer, Watershed Coordinator
Washington Department of Transportation	Puyallup River Watershed Council
Washington Department of Ecology / SEPA Unit	Nisqually River Council

Washington Department of Health / Jennifer Kropack
Public Water Purveyors
Water Purveyor Special Districts
Water Utilities Coordinating Committee Distribution
List
Cascade Water Alliance
Water Cooperative of Pierce County / Jeff Johnson
Joint Base Lewis-McChord
Tacoma Power / Stan Strand
City of Bonney Lake Water Department / David Cihak
Buckley Water / John Dansby
Carbanado Water Department / Kaleb Murphy
Northwest Water Systems / Kevin Odegard
City of Dupont Water System / Frederick Foreman
Eatonville Water Department / Steve McKasson
Fife Department of Public Works / Arthur Gregg
City of Fircrest / Jeffrey Davis
Gig Harbor Water Department / Kenneth Andrews
City of Roy / Willian Starks
City of Milton / Dustin Sloan
Northwest Trek / Debbie Terwillegger
City of Orting / Greg Reed
City of Puyallup / Craig Hale

Master Builders Association of Pierce County / Jessica Gamble
Central Pierce Fire & Rescue / Chief Dan Olson
Graham Fire District / Deputy Chief Tony Judd
Riverside Fire District / Chief Brent Dubay
East Pierce Fire / Chief Bud Backer, Chuck King
Tacoma Fire Department / Jeff Jensen
Browns Point Fire / Jim Wassall
West Pierce Fire
Gig Harbor Fire / Chief Eric Waters
Buckley Fire Department / Eric Skogen
South Pierce Fire District
Key Peninsula Fire District
Orting Fire District
Ashford – Elbe Fire District / Pierce County Fire District #23
Crystal Mountain Fire District / Crystal Mt. Fire Department
Anderson Island Fire District
Eatonville Fire/EMS



Determination of Nonsignificance (DNS)

Environmental Application Number: 956964

Project ID Number: 579141

Family Application Number(s): N/A

Parcel Number(s): N/A

Action: Pierce County Coordinated Water System Plan – 2021 Update

Description: The nonproject proposal would update the 2001 Pierce County Coordinated Water System Plan (CWSP) with changes comprising water system utility review procedures, a plan for coordinating Group A water systems to meet the needs of future population and housing growth, policies, recommendations, minimum water system design guidelines (and minimum design requirements in unincorporated Pierce County through Pierce County Code amendments), definitions, background information, and analyses.

Location: Pierce County-wide

Proponent(s): Pierce County Planning and Public Works Department

Pierce County, the lead agency for this proposal, has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) will not be required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

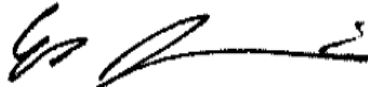
Pierce County has determined that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the development regulations and comprehensive plan adopted under Chapter 36.70A RCW, and in other applicable local, state, or federal laws or rules, as provided by RCW 43.21C.240 and WAC 197-11-158. Pierce County will not require any additional mitigation measures under SEPA.

- ☐ There is no comment period for this DNS. Pierce County Code does not provide for an administrative appeal of legislative actions taken by the County Council. See WAC 197-11-680 for procedures regarding SEPA judicial appeals.
- ☒ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from issue date. Comments must be submitted within 14 days of the issue date. Pierce County Code does not provide for an administrative appeal of legislative actions taken by the County Council. See WAC 197-11-680 for procedures regarding SEPA judicial appeals.

Responsible Official: Melanie D. Halsan
Position/Title: Assistant Director, Planning and Public Works
Address: 2401 South 35th Street, Suite 2, Tacoma, WA 98409

Staff Contact: Erik Jaszewski, Associate Planner
erik.jaszewski@piercecountywa.gov | (253) 798-3752

Issue Date: March 5, 2021



for Melanie D. Halsan, Responsible Official

Appeal:

Pierce County Code Chapter 1.22 does not provide for an administrative appeal of legislative actions taken by the County Council. See WAC 197-11-680 for procedures regarding SEPA judicial appeals.

Note: The issuance of this Determination of Nonsignificance does not constitute approval. The applicant must comply with all other applicable requirements of Pierce County, federal, and state agencies.

Pierce County Online Permit Information:

<https://pals.piercecountywa.gov/palsonline/#/permitSearch/permit/departmentsStatus?applPermitId=956964>



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

Pierce County Coordinated Water System Plan – 2021 Update

2. Name of applicant:

Pierce County Planning and Public Works Department

3. Address and phone number of applicant and contact person:

Erik Jaszewski, Associate Planner, Pierce County PPW. 2401 S. 35th Street Tacoma, WA 98409.
253-798-3752.

4. Date checklist prepared:

March 4, 2021

5. Agency requesting checklist:

Pierce County Planning and Public Works Department
Washington State Department of Health

6. Proposed timing or schedule (including phasing, if applicable). Describe the planning process schedule/timeline.

March 2021: Planning Commission review and recommendation

Spring/Summer 2021: County Community Development Committee, County Council adoption

2nd half of 2021: WA Department of Health approval

Subsequent actions are expected by the County Council to consider adoption of development regulations associated with the CWSP.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

N/A

10. List any government approvals or permits that will be needed for your proposal, if known.

- Planning Commission review and recommendation
- Pierce County Council adoption
- Washington Department of Health approval

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The nonproject proposal would update the 2001 Pierce County Coordinated Water System Plan (CWSP) with changes comprising water system utility review procedures, a plan for coordinating Group A water systems to meet the needs of future population and housing growth, policies,

recommendations, minimum water system design guidelines (and minimum design requirements in unincorporated Pierce County through Pierce County Code amendments), definitions, background information, and analyses.

Specific changes to the CWSP are summarized below and organized by chapter.

- **General**

- The organization/structure of the 2020 CWSP differs significantly from the 2001 CWSP, to better accommodate the information contained in the document and to support easier navigation throughout. The 2020 CWSP is comprised of eight chapters and three appendices, compared to the structure of the 2001 CWSP which included 12 sections and five appendices.
- All policy statements are included at the conclusion of each chapter, with an overall summary listing of these provided in the Executive Summary.

- **Chapter 1 (Introduction)**

- Notes that Pierce County Planning and Public Works (PPW) serves as lead agency for implementation of the CWSP and is responsible for reviewing and approving individual Water System Plans (WSPs).
- Updates the relation of the CWSP to other regional water resource management efforts, including updated references to watershed planning activities and streamflow restoration efforts.

- **Chapter 2 (The Coordinated Water System Plan Process in Pierce County)**

- Provides a history of water system development in the County.
- A timeline is provided that shows State regulatory milestones, updated through 2020, to include related legislation such as the Municipal Water Law (2003), the Water Use Efficiency Rule (2007), and the DOH report to the legislature on small systems (2009).

- **Chapter 3 (Water Utility Service Areas)**

- Clarification of definitions for key terms related to service areas (i.e., “current”, “future”, and “retail”).
- Provides discussion of the Municipal Water Law (MWL) and related elements such as the “duty to serve” requirements.
- Clarifies that in Pierce County for an expanding water system that conducts planning under WAC 246-290-100, the CWSP-designated water service area is the same as its retail service area, per the MWL definition.
- Includes expanded discussion of wellhead protection regulations and offers policy direction on updating related codes and ordinances.

- **Chapter 4 (Minimum Design Standards)**

- Provides updates to minimum design standards, including replacing some detail with references to applicable state and industry requirements and guidance documents.
- Provides long-range planning-level guidance for fire flows. This goes beyond the

minimum fire flow requirements that are already established in Pierce County Code (PCC). The planning-level guidance is intended as a tool for new and expanding water systems to use during the planning and design of long-range (i.e., 30 years of more) future improvements.

- Includes discussion of accessory dwelling units (ADUs) and policy direction regarding consideration of ADUs in water system planning.
- **Chapter 5 (Utility Service Review Procedure)**
 - Updates the Utility Service Review Procedure (USRP) to note that water purveyors, per the MWL, have the authority to establish their own dispute resolution/appeals process that applicants/customers can use to appeal “timely and reasonable” conditions of service.
 - Includes discussion of the MWL provisions related to “timely and reasonable” service.
 - Notes that RCW 70A.100.060(3)(b) establishes the statutory authority of the County in matters relating to the provision of timely and reasonable service.
 - Identifies temporary interim service options that water systems can employ in circumstances where it is not reasonable for the system to extend a permanent connection to a customer or proposed development. These options are provided as potential tools that water purveyors may use to avoid certain reasonable service disputes.
- **Chapter 6 (Small Water Systems, Satellite Management, and Water System Failure)**
 - Provides an inventory of small (<1,000 connections) water systems in the County, and a summary of challenges that such systems face. This includes references to other studies conducted since the 2001 CWSP that address small system issues (e.g., the 2009 DOH report to the legislature, and the 2019 Pierce County review of failing systems).
 - Includes discussion of the Kapowsin receivership and recent examples of how receivership has been avoided when addressing other failing systems.
 - Identifies barriers to water system consolidation.
 - Includes multiple recommendations to regulatory agencies, including the Washington State Department of Health and the Tacoma Pierce County Health Department, primarily focused on measures to avoid receivership.
- **Chapter 7 (Pierce County Demographics and Water Supply Requirements)**
 - Provides ranges of projected demographic growth rates for a 30-year planning horizon (2020-2050), organized by geographic subareas throughout the County. This information is provided as a reference to be used by individual water purveyors during development of water demand forecasts.
 - Updates the county-wide water supply/demand comparison. Identifies that while overall, purveyors have a surplus of water to meet demands over a 30-year planning horizon, there are some systems that may be in need of additional water supply within that timeframe.

- **Chapter 8 (Regional Water Supply Opportunities and Considerations in Pierce County)**
 - Summarizes the status of wholesale water delivery and interties throughout the County.
 - Describes the State's Water Use Efficiency (WUE) program, which became effective in 2007, as a result of the MWL. Requirements related to individual water systems and the role that WUE plays in water resource management is provided.
 - Reclaimed water is described as a potential water resource management strategy, with specific opportunities in the County identified.
 - Updated narrative regarding the Pierce County Chambers Creek water rights is provided.
 - Discussion of the Cascade Water Alliance Lake Tapps water rights is provided.

12. Location of the proposal. Describe the jurisdiction or area where the proposal is applicable. (Attach a map(s) if appropriate). Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Pierce County-wide

13. OPTIONAL: What is the legal authority for the proposal?

- Washington Public Water System Coordination Act of 1977 (RCW 70A.100)
- Pierce County Ordinance No. 83-9 "Declaring Pierce County a Critical Water Supply Service Area in Accord with the Public Water System Coordination Act"
- Washington Watershed Planning Act (RCW 90.82)
- Streamflow Restoration Act (RCW 90.94)

14. OPTIONAL: Identify any other future nonproject actions believed necessary to achieve the objectives of this action.

Yes. Individual Water System Plans are a component of the CWSP, and water purveyors in Pierce County planning under WAC 246-290-100 will update their Water System Plan (WSP) every 10 years (or as plan updates are triggered by changes to the water system).

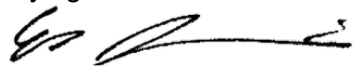
B. Environmental Elements [\[HELP\]](#)

PART B QUESTIONS EXCLUDED BY LEAD AGENCY

Questions do not meaningfully contribute to analysis of the nonproject action.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Erik Jaszewski

Position and Agency/Organization Associate Planner, Pierce County Planning and Public Works

Date Submitted: 3/4/2021

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposal would not likely affect the above identified resources. The proposal recommends future policies and code updates aimed at increasing protections around wellhead protection areas and in critical aquifer recharge areas, which would support a reduction in discharges to ground water.

Proposed measures to avoid or reduce such increases are:

Not applicable.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The CWSP 2021 Update nonproject proposal would not likely affect the resources listed above.

Proposed measures to avoid or reduce such increases are:

Not applicable.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal coordinates the provision of water service in compliance with the growth targets adopted in the Pierce County Comprehensive Plan. The permitting and construction of new or expanding water systems would be subject to the proposal's minimum design requirements in unincorporated Pierce County; however, such construction would not directly or indirectly result from the adoption of the proposal. Furthermore, the proposal would not affect the rate of groundwater withdrawal or surface water diversion, as water rights must be obtained from the Washington Department of Ecology. Therefore, the CWSP 2021 Update nonproject proposal would not likely affect the resources listed above.

Proposed measures to protect or conserve energy and natural resources are:

Not applicable.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks,

wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal would not likely affect the above identified resources. It recommends future policies and code updates aimed at increasing protections around wellhead protection areas and in critical aquifer recharge areas, which would support a reduction in discharges to ground water.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable. The proposal recommends future action to improve protections for critical aquifer recharge areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal would not likely affect the resources listed above.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The CWSP 2021 Update provides water purveyors a framework for accommodating growth in individual Water System Plans, and therefore supports the accommodation of any increased demand on public water services and utilities. The proposal coordinates the provision of water service in compliance with the growth targets adopted in the Pierce County Comprehensive Plan. Therefore, the proposal would not likely affect the resources listed above.

Proposed measures to reduce or respond to such demand(s) are:

Not applicable.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposal would not conflict with such local, state, or federal laws for the protection of the environment. The proposal coordinates the planning of small water systems to improve compliance with applicable local, state, and federal laws.

Appendix 2-1

WUCC Membership

(As of May 22, 2018, per Pierce County Resolution No. R2018-39s2.)

****This page intentionally left blank.****

Water Utility Coordinating Committee (WUCC) – Voting Membership

- A. Pierce County Councilmember Representative
- B. Pierce County Planning and Public Works Representative
- C. Tacoma-Pierce County Health Department Representative
- D. One representative from each of the following water purveyors with over fifty (50) service connections including:
 1. Alpine Village Property Owners
 2. Ashford Water District
 3. Bethel Green Acres Water Association
 4. Bethel Water Company
 5. Blue Horizon Water Company
 6. Camp Benbow
 7. Canterbrook Village Apartments
 8. Canterwood Water System
 9. Cherrywood Mobile Home Manor
 10. City of Bonney Lake
 11. City of Buckley
 12. City of DuPont
 13. City of Eatonville
 14. City of Fife
 15. City of Fircrest
 16. City of Gig Harbor
 17. City of Milton
 18. City of Orting
 19. City of Puyallup
 20. City of Roy
 21. City of Sumner
 22. City of Tacoma
 23. Clear Lake Water District
 24. Coach Country Corral
 25. Cougar Rock Campground
 26. Crestview Mobile Manor
 27. Crystal Mountain Inc.
 28. Crystal River Ranch Association
 29. Crystal Village I, II, III
 30. East Gig Harbor Water District
 31. Eric G. Sandstrom VFW 969
 32. Firgrove Mutual Inc.



- 1 33. Forest Beach Water System
- 2 34. Forest Hills Water System
- 3 35. Fox Island Mutual Water Association
- 4 36. Fruitland Mutual Water Company
- 5 37. Gig Harbor RV Resort
- 6 38. Graham Hill Mutual Water Company Inc.
- 7 39. Harbor Country Apartments
- 8 40. Harborland Mobile Park
- 9 41. Hillcrest Mobile Home Park
- 10 42. HMC Management Water System
- 11 43. Joint Base Lewis-McChord
- 12 44. Kopachuck Ridge Water District
- 13 45. Lake Holiday Association
- 14 46. Lake Josephine Riviera
- 15 47. Lake of the Woods Community Club
- 16 48. Lakewood Water District
- 17 49. Loveland Mobile Estates
- 18 50. Majestic Mobile Manor
- 19 51. Marion Water Company, Inc.
- 20 52. McKenna Water District
- 21 53. McNeil Island Water
- 22 54. Meridian Terrace Mobile Home Park
- 23 55. Minter Beach Estates
- 24 56. Mountain View - Edgewood Water Company
- 25 57. Northwest Trek
- 26 58. Olman Point Tracts Club
- 27 59. Olympic Sunset West
- 28 60. One Point Fosdick Water Company
- 29 61. Parkland Light & Water Company
- 30 62. Peninsula Light
- 31 63. Point Fosdick
- 32 64. Rainbow Resort
- 33 65. Rainier Ranch Maintenance Association
- 34 66. Rainier View Water Company
- 35 67. Riverside Villa
- 36 68. Shore Acres Water Company
- 37 69. Spanaway Village Water System
- 38 70. Spanaway Water Company
- 39 71. State – Rainier School
- 40 72. Stroh's Water Company Inc.
- 41 73. Summit Water & Supply Company
- 42 74. Sunrise Terrace Community LLC
- 43 75. Sunwood Graham
- 44 76. Tacoma Country Estates



- 1 77. Tapps Island Water System
- 2 78. Taylor Bay Beach Club Inc.
- 3 79. Thurston County PUD
- 4 80. Town of Carbonado
- 5 81. Town of South Prairie
- 6 82. Town of Steilacoom
- 7 83. Town of Wilkeson
- 8 84. Twin Firs Mobile Estates
- 9 85. Uncle John's RV Park & Mini Storage
- 10 86. Valley Water District
- 11 87. Washington State Corrections – Women
- 12 88. Washington Water Service
- 13 89. Weatherswood Vista Water District
- 14 90. West Wynd
- 15 91. Western Ranchettes, Inc.
- 16 92. Western State Hospital
- 17 93. Winchester Mobile Homes Water
- 18 94. Wollochet Harbor Club, Inc.
- 19
- 20



Water Utility Coordinating Committee (WUCC) – Nonvoting Membership

Note: Water purveyors that are also SMAs are not reflected in this list because they are a voting member.

- A. Cascade Water Alliance
- B. Chambers-Clover Creek Watershed Council
- C. Clearwater Utility Services LLC (SMA #146)
- D. Master Builders Association Representative
- E. Muckleshoot Indian Tribe Representative
- F. Nisqually Indian Tribe Representative
- G. Northwest Water Systems (SMA #119)
- H. Pierce Conservation District
- I. Pierce County Department of Emergency Management Representative
- J. Pierce County Fire Chief's Association Representative
- K. Pierce County Fire Prevention Bureau Representative
- L. Pierce County Stormwater Management Representative
- M. Puyallup Indian Tribe Representative
- N. Squaxin Island Indian Tribe Representative
- O. Tacoma-Pierce County Board of Realtors Representative
- P. U.S. Geological Service Representative
- Q. Washington State Department of Ecology
- R. Washington State Department of Health Representative



Appendix 3-1

Example County Code Requirements for Wellhead Protection Areas

(Thurston County Code, Sections 24.10.005 – 24.10.030 [as of July 2020])

****This page intentionally left blank.****

Chapter 24.10 - CRITICAL AQUIFER RECHARGE AREAS

24.10.005 - Purposes.

The purposes of this section are to:

- A. Protect the public health and welfare by safeguarding critical aquifer recharge areas (CARA) and vital groundwater resources that serve as the county's primary potable water source. This includes avoiding or, where that is not possible, minimizing the risks of ground water contamination from new, existing, expanded and altered land uses and activities, consistent with state water quality standards.
- B. Identify and protect aquifer recharge areas and vital groundwater resources based on their physical susceptibility to contamination, the potential for contamination from existing and allowed uses, the number of people or uses that rely on the aquifer as a potable water source, the presence of wellhead protection areas and whether there is an alternative water source.
- C. Recognize and maintain the delicate balance and connection between surface water and ground water in order to preserve essential biological, physical, and geochemical functions. This includes avoidance of saltwater intrusion, avoidance of pumping deep saline thermobaric water that could contaminate the upper aquifer(s), avoidance of groundwater withdrawals and interruptions that would diminish stream flows and temperatures sustaining anadromous fish or alter the quantity and timing of water sustaining wetlands and associated plants and wildlife.
- D. Ensure sufficient infiltration of water at the land's surface to sustain aquifers used as a potable water source, to maintain base flows in streams supporting anadromous fish, and maintain water levels in wetlands.
- E. Be consistent with RCW 36.70A.170 and 36.70A.172; public water systems penalties and compliance, Chapters 70-119A RCW; Washington State Wellhead Protection Program and the Public Water Supplies, Chapter 246-290 WAC; dangerous waste regulations, Chapter 173-303 WAC; the Water Quality Standards for Groundwater of the State of Washington, Chapter 173-200 WAC; Articles III, IV, and VI of the Thurston County Sanitary Code; County adopted water resource inventory area watershed management plans; and County adopted water system plans and wellhead protection plans.

(Ord. No. 14773, § 3(Att. B), 7-24-2012)

24.10.010 - Applicability.

This chapter applies to proposals for new development and alteration and expansion of existing uses listed in Table 24.10-1 that are located in an area defined as a critical aquifer recharge area in this title. These regulations also apply to the one-, five- and ten-year time of travel zones of wellhead protection areas meeting the criteria in this chapter. See the map entitled "wellhead protection areas." These maps shall be on file at the Thurston County Resource Stewardship Department.

A. "Category I, extreme aquifer sensitivity" includes:

1. Those areas which provide very rapid recharge with little protection, contain coarse soil textures and soil materials, and are derived from glacial outwash materials. The predominant soil series and types are those listed as Category I in Table 24.10-4 at the end of this chapter; and
2. Wellhead protection areas as defined by Chapter 24.03 TCC, including their one-, five-, and ten-year time of travel zones.
3. Aquifers in subsurface geologic formations that are extremely vulnerable to contamination, as listed in Table 24.10-3 at the end of this chapter.

B. "Category II, high aquifer sensitivity" includes:

1. Those areas which provide slightly lower recharge, also provide little protection, and contain materials from glacial deposit. The predominant soil series and types are those listed as Category II in Table 24.10-4 at the end of this chapter.
2. Aquifers in subsurface geologic formations that are highly vulnerable to contamination, as listed in Table 24.10-3 at the end of this chapter.

C. "Category III, moderate aquifer sensitivity" includes:

1. Those areas with aquifers present but which have a surface soil material that encourages run-off and slows water entry into the ground. The predominant soil series and types are those listed as Category III Table 24.10-4 at the end of this chapter.
2. Aquifers in subsurface geologic formations that are moderately vulnerable to contamination, as listed in Table 24.10-3 at the end of this chapter.

(Ord. No. 14773, § 3(Att. B), 7-24-2012)

24.10.020 - Standards and restricted and prohibited uses.

Table 24.10-1 identifies the new, expanded, and altered land uses and activities that are restricted or prohibited in the CARA depicted on the critical aquifer recharge areas map. These restricted and prohibited uses and activities are subject to the applicable standards in TCC 24.10.030-250 and all other applicable regulations. (See Article III of the Rules and Regulations of the Thurston County Board of Health Governing

Water Supplies; Article IV, Rules and Regulations of the Thurston County Board of Health Governing Disposal of Sewage; and Article VI, Rules and Regulations of the Thurston County Board of Health Governing Nonpoint Pollution).

The general standards listed in TCC 24.10.030 apply to all uses in Table 24.10-1. Standards provided in TCC 24.10.040-250 apply to specific uses in CARAs, and are in addition to other requirements of this title. Table 24.10-1 contains the primary section references for each activity covered by this chapter.

Table 24.10-1. Prohibited and Restricted Uses and Activities Within Critical Aquifer Recharge Areas

RESTRICTED USES AND ACTIVITIES	AQUIFER RECHARGE AREA CATEGORY				
	I			II	III
	Wellhead Protection Areas		Other CARA I		
	1-year time of travel zone	5- and 10-year time of travel zones			
Abandoned wells (decommissioning of wells) (TCC <u>24.10.040</u>)	A	A	A	A	A
Asphalt plants/cement and concrete plants (TCC <u>24.10.070</u>)	X	X	X	P	P
Boat refinishing	P	P	P	P	P
Cemeteries (TCC <u>24.10.090</u>)	X	P	P	P	P
Chemical manufacturing/processing, mixing and remanufacturing (TCC <u>24.10.100</u>)	X	X	X	P	P

Chemical storage facilities (not including fuel) (TCC <u>24.10.100</u>)	X	P	P	P	P
Chemical/hazardous waste reprocessing and disposal (TCC <u>24.10.100</u> ; 140)	X	X	X	X	X
Commercial uses that do not use hazardous materials or generate hazardous waste	P	P	P	P	P
Commercial uses that use or generate less than two hundred twenty pounds of hazardous waste or materials per month as described in WAC 173-303; including but not limited to; furniture staining, furniture stripping, repair, and refinishing; hardware, lumber, and parts stores; medical/dental/veterinary offices; photo processing/printing; printing and publishing (TCC <u>24.10.100</u>)	X/P	P	P	P	P
Commercial uses that use or generate more than two hundred twenty pounds of hazardous waste or materials per month as described in WAC 173-303; including but not limited to; furniture staining, furniture stripping, repair, and refinishing; hardware, lumber, and parts stores; medical/dental/veterinary offices; photo processing/printing; printing and publishing (TCC <u>24.10.100</u>)	X	X	X	P	P
Composting facilities, except home composting (TCC <u>24.10.103</u>)	X	P	P	P	P

Dry cleaner facilities (TCC <u>24.10.105</u>)	X	X	X	P	P
Electroplating, metal plating (TCC <u>24.10.145</u>)	X	X	X	P	P
Fuel dispensing, including gas stations (TCC <u>24.10.110</u>)	X	P	P	P	P
Funeral facilities (except crematory facilities) (TCC <u>24.10.100</u>)	X	X	X	P	P
Golf courses, parks, athletic fields, playgrounds Campgrounds/RV Parks/landscaping more than one acre (TCC <u>24.10.130</u>)	P	P	P	P	P
Greenhouse - commercial/nursery - wholesale/retail (TCC <u>24.10.135</u>)	X	P	P	P	P
(New) hazardous waste transfer and storage facilities including radioactive wastes as defined in Chapter 43.200 RCW (TCC <u>24.10.100</u> ; 140)	X	X	X	P	P
Industrial uses that do not use hazardous materials or generate hazardous waste (TCC <u>24.10.100</u>)	P	P	P	P	P

Industrial uses - other, including but not limited to battery processing, reprocessing, and storage, food processing facilities, tanning, textile dying, wood/pulp/paper processing, and metal finishing which generate less than two hundred twenty pounds of hazardous waste per month as described in WAC 173-303 (TCC <u>24.10.100</u>)	X	P	P	P	P
Industrial uses - other, including but not limited to battery processing, reprocessing, and storage, food processing facilities, tanning, textile dying, wood/pulp/paper processing, and metal finishing which generate more than two hundred twenty pounds of hazardous waste per month as described in WAC 173-303 (TCC <u>24.10.100</u>)	X	X	X	P	P
Infiltration of reclaimed water (application to the land's surface above agronomic rates) *Critical area regulations will be proposed when more information is available to Thurston County from the Regional Groundwater Recharge Scientific Study, and using other studies and information for reclaimed water following the requirements of the Growth Management Act (Chapter 36.70A RCW). (TCC <u>24.10.190</u>)	X*	X*	X*	X*	X*

Injection wells-Class II (Chapter 173-218 WAC)	X	X	X	X	X
Kennels -with more than ten animals (TCC <u>24.10.100</u>)	P	P	P	P	P
Land spreading irrigation with reclaimed water at agronomic rates (TCC <u>24.10.190</u>)	A	A	A	A	A
Landfill—demolition (inert), municipal sanitary waste, solid waste, wood waste, hazardous waste (TCC <u>24.10.100</u>)	X	X	X	X	X
Machine shops, fabricating, metal processing with etchers and chemicals (TCC <u>24.10.100</u>)	X	P	P	P	P
Maintenance/fueling facilities - municipal, county, state, school district, transit, airports, railroads, buses (TCC <u>24.10.110</u> , 230)	X	P	P	P	P
Manufacturing-electrical/electronic (TCC <u>24.10.100</u>)	X	P	P	P	P
Mining-coal and minerals	X	P	P	P	P
Mining—gravel and sand (TCC <u>24.10.150</u>)	X	X	P	P	P
Pesticide/fertilizer storage facilities (TCC <u>24.10.100</u> ; 140)	X	P	P	P	P
Petroleum products refining and reprocessing (TCC <u>24.10.100</u>)	X	X	X	P	P
Pier foundations (TCC <u>24.10.170</u>)	P	P	P	P	P

Pipelines- liquid petroleum products or other hazardous liquid transmission (TCC <u>24.10.180</u>)	X	P	P	P	P
Railroad yards-cargo transfer areas (TCC <u>24.10.100</u>)	X	P	P	P	P
Research laboratories/facilities-chemical or biological (TCC <u>24.10.100</u>)	X	P	P	P	P
Residential use/subdivisions, short plats, and large lots (TCC <u>24.10.195</u>)	P	P	P	P	P
Sawmills (TCC <u>24.10.200</u>)	P	P	P	P	P
Sewage disposal - on-site (TCC <u>24.10.160</u>)	P	P	P	P	P
Sewage disposal, large on-site (LOSS Chapter 246-272B WAC)	X	P	P	P	P
Sewage lift stations (TCC <u>24.10.100</u>)	X	P	P	P	P
Solid waste processing/handling/transferring/recycling (TCC <u>24.10.205</u>)	X	P	P	P	P
Storage tanks-above ground (hazardous materials) (TCC <u>24.10.050</u>)	X	P	P	P	P
Storage tanks-underground (hazardous materials) (TCC <u>24.10.220</u>)	X	P	P	P	P
Storage tanks, residential (e.g. propane and oil tanks not to exceed one thousand gallons) (TCC <u>24.10.195</u>)	P	P	P	P	P

Stormwater facilities/discharges, not including injection wells (TCC <u>24.10.210</u>)	P	P	P	P	P
Taxidermy (TCC <u>24.10.100</u>)	P	P	P	P	P
Unattended gas powered portable generators (TCC <u>24.10.120</u>)	P	P	P	P	P
Utility substations (TCC <u>24.10.100</u>)	P	P	P	P	P
Vehicle wrecking/junk/scrap/salvage yards (TCC <u>24.10.240</u>)	X	P	P	P	P
Vehicle and boat repair/service garages/body shops (TCC <u>24.10.230</u>)	X	P	P	P	P
Wastewater treatment or reuse facilities/recycling satellite plant, not including injection/infiltration of reclaimed water (TCC <u>24.10.100</u>)	X	P	P	P	P
Wood and wood products preserving/treating (TCC <u>24.10.250</u>)	X	X	X	X	X
All other activities involving the use and handling of hazardous materials or generating hazardous materials by their activities or actions in quantities exceeding the thresholds listed in TCC <u>24.10.140</u> .	X	X	X	P	P
Other new and existing uses identified by the County as posing a risk to ground water quality	P	P	P	P	P

LEGEND:

A = Allowed without a critical area permit, subject to requirements of this title

P = Permitted, subject to critical area permit and requirements of this title

X = Prohibited

X/P = As determined by the approval authority, small scale uses or those using nonhazardous materials may be permitted when the quantity, nature of materials processed and mitigation methods are determined to contain no significant risk to groundwater.

(Ord. No. 14773, § 3(Att. B), 7-24-2012)

24.10.030 - General standards.

The following requirements apply, as applicable, to all uses and activities in Table 24.10-1 that are not prohibited.

- A. Differences in regulations because of the overlap of two or more critical areas are governed by Chapter 24.01 TCC.
- B. The approval authority, in consultation with a qualified hydrogeologist, shall evaluate hydrogeological reports required pursuant to this chapter to determine the proposed project's potential impacts to ground water and surface water. This evaluation shall include, if applicable, evaluation of the project's potential impact on base flows of streams regulated under Chapter 24.25 TCC, and the quantity and timing of ground water flows sustaining wetlands regulated under Chapter 24.30 TCC.
- C. The uses and activities listed in Table 24.10-1 shall not be allowed in a CARA if the approval authority determines, in consultation with others having expertise or jurisdiction, that the proposed use poses a risk to ground water quality, consistent with the provisions of this chapter.
- D. Best Management Practices. If warranted to protect ground water, the approval authority shall require applicants for new, expanded and altered uses listed in Table 24.10-1 that require a county permit to use best management practices (BMPs), including all known, available, reasonable treatments, to ensure the highest degree of aquifer protection. In this case, the applicant shall submit a report identifying the appropriate BMPs and describing how they will be employed to prevent degradation of ground water quality. The report shall be prepared by or under the direction of a qualified person with demonstrated expertise in the industry or field. The report shall include all necessary technical data, drawings,

calculations, and other information to describe the proposed application of BMPs. If necessary, the approval authority will review the report with technical experts at the applicant's expense.

E. Mitigation of Impacts.

1. The approval authority may condition the approval of a proposed use or activity if it is determined to be warranted in order to protect ground water quality, maintain stream flows and temperatures sufficient to sustain anadromous and native fish, and maintain the volume and timing of ground water flows sustaining wetlands and dependent plants and wildlife (see Chapters 24.25 and 24.30 TCC).
2. The approval authority may deny proposed wells or require mitigative measures (e.g., methods of prevention and control) for any use as necessary to preserve adequate ground water quality and quantity for existing users of the aquifer that do not have an alternative water source, particularly in areas subject to saltwater intrusion. This subsection shall not affect any right to use or appropriate water under state or federal law.

F. New Uses in Category I CARA. Applicants for uses proposed to be located within a Category I CARA that involve use, storage, handling or disposal of hazardous materials in excess of the quantity thresholds listed in TCC 24.10.140 shall submit to the County a BMP report, consistent with subsection (D) above, documenting that BMPs will be used to prevent ground water degradation.

The approval authority, in consultation with the water purveyor serving the area and, if necessary, a third party consultant at the applicant's expense, will review the report to determine whether the proposed activity can be conducted without degrading the water quality of the affected aquifer. The county shall provide the applicant with a cost estimate and obtain their approval prior to consulting with the third party consultant. The application shall be closed if the applicant chooses not to bear the cost of the evaluation. The approval authority may approve, condition, or deny the project as they deem warranted in order to ensure adequate ground water protection. The applicant shall implement the approved report.

- G. Existing Uses in Category I CARA. The approval authority may require the owner of any existing use within a Category I CARA which involves the use, storage, handling or disposal of hazardous materials above the minimum quantity thresholds listed in TCC 24.10.140 to submit a hazardous materials management plan (see TCC 24.35.045) that will ensure adequate protection of ground water. The approval authority, in consultation with the appropriate water purveyor and, if warranted, others with expertise, shall review this plan and determine whether to approve the plan as proposed or approve it subject to conditions in order to ensure adequate ground water protection.
- H. Decommissioning Underground Tanks. Underground storage tanks storing hazardous materials in the one-year time of travel zone for Category I CARA that do not meet current

state and county standards (see Chapter 173-360 WAC, Chapter 14.32 TCC, International Fire Code, and TCC 24.10.220) shall be decommissioned or removed consistent with applicable regulations within one year of being notified by the approval authority, unless specified otherwise.

I. Expansion of Prohibited Uses in CARAs.

1. Uses prohibited by Table 24.10-1 in Category I-III CARA shall not be expanded unless the applicant demonstrates that all equipment/facilities involving hazardous materials will be brought into compliance with current standards and therefore pose less risk of ground water contamination than the existing use.
2. Applicants for any proposed expansion of an existing use in Category I CARA that is listed as an allowable use in Table 24.10-1 under Category I which uses, stores, handles or disposes of hazardous materials above the minimum quantities referenced in TCC 24.10.140 shall submit a BMP report, consistent with subsection (D) above, for county review and approval, and a hazardous materials management plan consistent with TCC 24.35.045. The approval authority will review the submitted materials and determine whether the proposed expansion shall be approved, denied, or approved with conditions as necessary to ensure adequate ground water protection.

- J. A development proposal will be considered unacceptable if a hydrogeological report indicates that a ground water maximum contaminant level will be violated due to proposed development.
- K. A development proposal will be considered unacceptable if a hydrogeological report concludes that it will reduce the assimilative capacity of the aquifer by more than ten percent for a contaminant of concern.
- L. Known spills, leakage, or other release of hazardous materials shall be remediated as determined by the approval authority. Unless otherwise specified, remediation activities shall begin within ninety days of discovery of release.

(Ord. No. 14773, § 3(Att. B), 7-24-2012)

Sponsored by: Councilmember Derek Young
Requested by: County Executive/Planning and Public Works Dept.

ORDINANCE NO. 2021-47s

An Ordinance of the Pierce County Council Repealing Chapter 19D.120 of the Pierce County Code, "Coordinated Water System Plan and Regional Supplement 2001" and Adopting a New Chapter 19D.120, "Coordinated Water System Plan and Regional Supplement 2021"; Amending Pierce County Code Chapter 19D.130, "Pierce County Coordinated Water System Plan Minimum Standards and Specifications for Public Water System Planning, Design, and Construction" and Chapter 19D.140, "Satellite System Management Agency (SSMA) Program and Dispute Resolution Process"; and Adopting Findings of Fact.

Whereas, the Public Water System Coordination Act, Chapter 70.116 Revised Code of Washington (RCW), recodified as Chapter 70A.100 RCW, grants counties the authority to declare critical water supply services areas and adopt coordinated water system plans; and

Whereas, the Pierce County Council (Council) declared Pierce County as a critical water supply service area in Ordinance No. 83-9 on March 8, 1983; and

Whereas, RCW 70A.100.050 identifies a water utility coordinating committee as the body to develop and recommend the initial and updates of a coordinated water system plan; and

Whereas, the Council established the Water Utility Coordinating Committee (WUCC) in Resolution No. R83-130 on August 23, 1983; and

Whereas, the Council adopted the Coordinated Water System Plan and Water General Plan in Ordinance No. 86-116S4 on August 23, 1988; and



1 **Whereas**, the Coordinated Water System Plan was codified under Title 19 of the
2 Pierce County Code (PCC), repealed as part of the repeal of Title 19 PCC, and
3 readopted as a General Planning Document to the Pierce County Comprehensive Plan,
4 codified under Chapter 19B.120 PCC in Ordinance No. 94-82s on November 19, 1994;
5 and

6
7 **Whereas**, the Council repealed the Coordinated Water System Plan and Water
8 General Plan as a General Planning Document in Ordinance No. 96-91s on
9 November 26, 1996; and

10
11 **Whereas**, the Council adopted the Coordinated Water System Plan and
12 Regional Supplement as a General Planning Document in Ordinance No. 96-91S on
13 November 26, 1996; and

14
15 **Whereas**, the Council repealed the 1995 Coordinated Water System Plan and
16 Regional Supplement and adopted the Pierce County Coordinated Water System Plan
17 and Regional Supplement 2001 (2001 CWSP) in Ordinance No. 2003-69 on
18 September 3, 2003; and

19
20 **Whereas**, the Council adopted Resolution No. R2018-39s2 on May 22, 2018;
21 and

22
23 **Whereas**, Resolution No. R2018-39s2 directed staff to review and update the
24 2001 CWSP to make it more applicable to current and anticipated issues and to ensure
25 consistency with changes in state laws; and

26
27 **Whereas**, Resolution No. R2018-39s2 updated the criteria for membership in the
28 WUCC to reflect the current status of water purveyors with over 50 service connections
29 and other interested parties in accordance with the guidance in Washington
30 Administrative Code (WAC) 246-293-150; and

31
32 **Whereas**, Resolution No. R2018-39s2 established a list of required topics to be
33 reviewed and updated and a list of additional topics to be reviewed, discussed,
34 incorporated, and updated by the WUCC; and

35
36 **Whereas**, the WUCC and its subcommittees held a total of 17 meetings between
37 November 2018 and December 2020 related to the update of the 2001 CWSP; and

38
39 **Whereas**, the WUCC met on December 17, 2020, and took action to make its
40 recommendation on the update of the 2001 CWSP; and

41
42 **Whereas**, in compliance with the State Environmental Policy Act (Chapter
43 43.21C RCW) and Chapter 18D.40 PCC, "Environmental Review," environmental
44 review has been completed for the update of the 2001 CWSP and proposed
45 amendments to Title 19D PCC, "Other Comprehensive Planning Documents"; and
46



1 **Whereas**, the Pierce County Planning Commission held a public hearing on
2 March 23, 2021, to receive public comments concerning the proposed amendments,
3 and forwarded its recommendation to the Council; and
4

5 **Whereas**, the update to the 2001 CWSP proposed by the WUCC, prepared by
6 HDR Engineering, Inc., titled the Pierce County "Coordinated Water System Plan and
7 Regional Supplement" and dated March 23, 2021, is attached as Exhibit E, **Now**
8 **Therefore**,
9

10 **BE IT ORDAINED by the Council of Pierce County:**
11

12 Section 1. The Pierce County Council finds that the March 23, 2021,
13 Coordinated Water System and Regional Supplement and proposed amendments to
14 Title 19D of the Pierce County Code are in the public interest, protect the health, safety,
15 and welfare, and comply with the Pierce County Comprehensive Plan and Washington
16 State Growth Management Act (Chapter 36.70A RCW).
17

18 Section 2. Chapter 19D.120 of the Pierce County Code, "Coordinated Water
19 System Plan and Regional Supplement 2001," is hereby repealed and a new Chapter
20 19D.120 of the Pierce County Code, "Coordinated Water System Plan and Regional
21 Supplement 2021" (2021 CWSP), is hereby adopted as shown in Exhibit A, which is
22 attached hereto and incorporated herein by reference.
23

24 Section 3. The Pierce County Council finds the plan to be consistent with RCW
25 70.116.050(4), and requests the Executive to take the necessary steps to forward the
26 draft to the Washington State Department of Health for final approval.
27

28 Section 4. Chapter 19D.130 of the Pierce County Code, "Pierce County
29 Coordinated Water System Plan Minimum Standards and Specifications for Public
30 Water System Planning, Design, and Construction," is hereby amended as shown in
31 Exhibit B, which is attached hereto and incorporated herein by reference.
32

33 Section 5. Chapter 19D.140 of the Pierce County Code, "Satellite System
34 Management Agency (SSMA) Program and Dispute Resolution Process," is hereby
35 amended as shown in Exhibit C, which is attached hereto and incorporated herein by
36 reference.
37
38



1 Section 6. Findings of Fact are hereby adopted as shown in Exhibit D, which is
2 attached hereto and incorporated herein by reference.

3
4 Section 7. The update to the 2001 CWSP proposed by the WUCC, prepared by
5 HDR Engineering, Inc., as shown in Exhibit E, is attached hereto and incorporated
6 herein by reference.

7
8 Section 8. This Ordinance shall be effective upon the approval of the 2021
9 CWSP by the Washington State Department of Health.

10
11
12 **PASSED this _____ day of _____, 2021.**

13
14
15 ATTEST:

16 **PIERCE COUNTY COUNCIL**
17 Pierce County, Washington

18
19
20 _____
21 **Denise D. Johnson**
22 Clerk to the Council

23
24
25 _____
26 **Derek Young**
27 Council Chair

28
29
30 _____
31 **Bruce F. Dammeier**
32 Pierce County Executive
33 Approved _____ Vetoed _____, this
34 _____ day of _____,
2021.

31 Date of Publication of
32 Notice of Public Hearing: _____

33
34 Effective Date of Ordinance: _____



FILE NO. 439

PROPOSAL NO. 83-9

ORDINANCE NO. 83-9

By Request Of: Pierce County Council Member Bujacich

AN ORDINANCE Declaring Pierce County A Critical Water Supply Service Area In Accord With The Public Water System Coordination Act (Chapter 70.116 RCW) And Authorizing All Appropriate Steps To Be Taken Regarding The Preparation Of A Coordinated Water System Plan For Pierce County.

WHEREAS, the Pierce County Council, pursuant to Ordinance No. 81-111 authorized the implementation of a preliminary assessment by the Washington State Department of Social and Health Services pursuant to the Public Water System Coordination Act and related procedural regulations; and

WHEREAS, said preliminary assessment has been completed in accord with applicable law; and

WHEREAS, as a result of said preliminary assessment, it has been determined to be in the best interests and welfare of the citizens of Pierce County to declare Pierce County as a critical water supply service area pursuant to the provisions of Chapter 70.116 RCW and Chapter 248-56 WAC; NOW, THEREFORE,

BE IT ORDAINED by the Council of Pierce County:

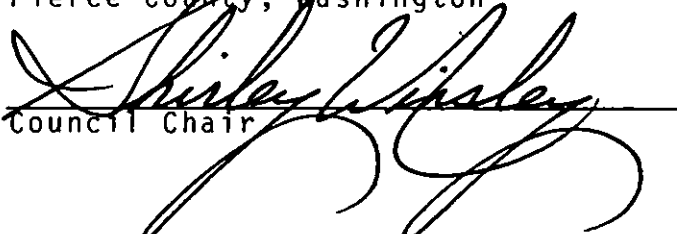
Section 1. The Pierce County Council hereby declares Pierce County as a critical water supply service area as defined by RCW 70.116.030(2) and WAC 248-56-200(7) and authorizes the commencement and carrying out of all appropriate steps under Chapter 70.116 RCW and

Chapter 248-56 WAC regarding the development of a coordinated water system plan for Pierce County.

Section 2. This declaration designating Pierce County as a critical water supply service area shall be duly filed with all appropriate agencies and written notice given as required by WAC 248-56-400(3).

PASSED this 8TH day of MARCH, 1983.

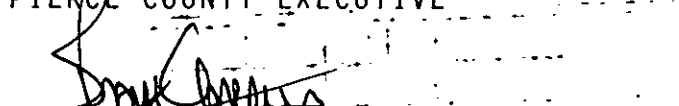
PIERCE COUNTY COUNCIL
Pierce County, Washington


Council Chair

ATTEST:

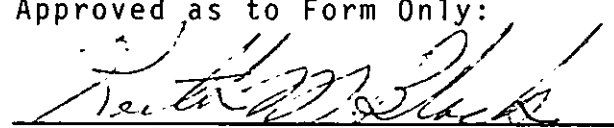

Clerk of the Council

PIERCE COUNTY EXECUTIVE



APPROVED V VETED W
this 13 day of March
1983.

Approved as to Form Only:


Deputy Prosecuting Attorney

Affidavit of Publication

STATE OF WASHINGTON)

)ss.

COUNTY OF PIERCE)

.....Earl L. Murphy....., being first duly sworn, on oath deposes and says that he/she is the publisher of the NEWS REVIEW, a weekly newspaper. That said newspaper is a legal newspaper and is now and has been for more than six months prior to the date of publication hereinafter referred to published in the English Language continuously as a weekly newspaper in Pierce County, Washington, and is now and during all of said time was printed in office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of Ordinance No. 83 9

..... as it was published in regular issues (and not in supplemental form) of said newspaper once each week for a period of one consecutive weeks, commencing on the

..... 23 day of March 19 83, and ending on the

..... 23 day of March 19 83, both days inclusive, and that such newspaper has regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$ 11.44

..... Earl L. Murphy

Subscribed and sworn to before me this 24 day of March 19 83

..... T. Murphy
Notary Public in and for the State of Washington
Residing at Sumner.

NOTICE
OF ADOPTION OF
PIERCE COUNTY ORDINANCE NO. 83-9
NOTICE IS HEREBY GIVEN that Ordinance No. 83-9, an Ordinance declaring Pierce County a Critical Water Supply Service Area in accord with the Public Water System Coordination Act (Chapter 70.118 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County, has been adopted. A summary of the Ordinance is as follows:
"BE IT ORDAINED by the Council of Pierce County,
Section 1. The Pierce County Council hereby declares Pierce County as a critical water supply service area as defined by RCW 70.118.030(2) and WAC 248-53-200(7) and authorizes the commencement and carrying out of all appropriate steps under Chapter 70.118 RCW and Chapter 248-53 WAC regarding the development of a coordinated water system plan for Pierce County.
Section 2. This declaration designating Pierce County as a critical water supply service area shall be duly filed with all appropriate agencies and written notice given as required by WAC 248-53-200(3)."
NOTICE IS FURTHER GIVEN that copies of this entire Ordinance are filed in the Pierce County Council's Office, 1048 County City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M. A copy thereof may be obtained for a minimal photocopy charge.
Ordinance No. 83-9 was passed by the Pierce County Council on March 8, 1983, signed by the Executive on March 13, 1983, and becomes effective March 23, 1983.
Published in the News Review March 23, 1983.

PIERCE COUNTY COUNCIL

930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402

Telephone: 593-4000

COUNCIL OFFICERS:
Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraves, Pro-Tempore



March 15, 1983

The News Review
P.O. Box 428
Sumner, WA 98390

Gentlemen:

Enclosed herewith for publication in your paper in issue of
MARCH 23RD, 1983,

is a copy of Notice of Adoption of Pierce County Ordinance No. 83-9, declaring Pierce County a Critical Water Supply Service Area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County.

Please submit bill for same, together with proof of publication in DUPLICATE, to the County Council Office, Room 1046, County-City Building, Tacoma, WA 98402.

It would be greatly appreciated if you would submit your bill and affidavit IMMEDIATELY after the last date of publication.

Very truly yours,

PIERCE COUNTY COUNCIL

By Marlene Ellsworth, Clerk

Enclosure

ME:jr

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services
Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management
Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations
Shirley Winsley, District No. 6
Chair, Rules & Council Facilities
Jack Bujacich, District No. 7
Chair, Public Works & Facilities

NOTICE
OF ADOPTION OF PIERCE COUNTY ORDINANCE NO. 83-9

NOTICE IS HEREBY GIVEN that Ordinance No. 83-9 , an Ordinance declaring Pierce County a Critical Water Supply Service Area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County, has been adopted. A summary of the Ordinance is as follows:

BE IT ORDAINED by the Council of Pierce County:

Section 1. The Pierce County Council hereby declares Pierce County as a critical water supply service area as defined by RCW 70.116.030(2) and WAC 248-56-200(7) and authorizes the commencement and carrying out of all appropriate steps under Chapter 70.116 RCW and Chapter 248-56 WAC regarding the development of a coordinated water system plan for Pierce County.

Section 2. This declaration designating Pierce County as a critical water supply service area shall be duly filed with all appropriate agencies and written notice given as required by WAC 248-56-400(3).))

NOTICE IS FURTHER GIVEN that copies of this entire Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy thereof may be obtained for a minimal photocopy charge.

Ordinance No. 83-9 was passed by the Pierce County Council on March 8, 1983 , signed by the Executive on March 13, 1983, and becomes effective March 23, 1983.

DIVISIONS

Light
Water
Belt Line



City of Tacoma
WASHINGTON

DEPARTMENT OF PUBLIC UTILITIES
Paul J. Nolan, Director

March 8, 1983

Please address reply to:
City of Tacoma
Department of Public Utilities
P. O. Box 11007
Tacoma, Washington 98411
(206) 383-2471

Attention:

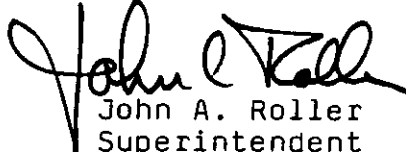
Clerk, Pierce County Council
1046 County-City Building
Tacoma, Washington 98402

Gentlemen:

Please forward a copy, when available, of the
approved County Ordinance Proposal No. 83-9, acted upon on
March 8, 1983.

Thank you.

Very truly yours,


John A. Roller
Superintendent
Water Division

JAR:KFO:rl

REPORT OF STANDING COMMITTEE

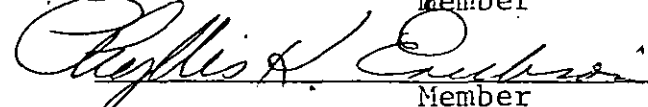
February 15, 198³

The Public Works & Facilities Committee
has considered Proposal No. 83-9, an Ordinance declaring Pierce County a
critical water supply service area in accord with the Public Water System Coordina-
tion Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken
regarding the preparation of a coordinated water system plan for Pierce County

and has voted the following action:

☒ Do Pass
☐ Do Pass as Amended
☐ Do Pass as Substituted
☐ Do Not Pass
☐ Postpone Indefinitely
☐ Forward With No Recommendation


Chairman

Member

Member

COMMENTS: _____

MINORITY REPORT IF APPLICABLE

Member

PIERCE COUNTY



OFFICE OF THE PIERCE COUNTY EXECUTIVE
930 Tacoma Avenue South, Room 535, Tacoma, Washington 98402
Telephone: (206) 593-4415

Clint
RICHARDSON

RECEIVED

JUL 21 1982

PIERCE COUNTY
COUNCIL

BOOTH GARDNER
Pierce County Executive

July 16, 1982

Mr. Clint Richardson
Pierce County Council
Room 1046, County-City Building
Tacoma, WA 98402

Re: Preliminary Assessment of Water System Issues in Pierce County

Dear ^{Clint} ~~Councilman~~ Richardson:

Attached for the Council's consideration are copies of the final Preliminary Assessment of Water System Issues in Pierce County. The assessment was prepared by the County and DSHS staff in accordance with Ordinance No. 81-111 which was passed by the Council on January 6, 1982.

The preliminary assessment, which addresses problems and concerns related to water quantity and quality as well as coordination of water system planning, concludes that serious problems exist with regard to all of these issues. The assessment especially emphasizes the current lack of coordination among the water systems within the County and the need for a coordinated effort to evaluate the long term relationship between sewage disposal practices and the continued use of ground water in the Chambers Creek/Clover Creek Basin. A complete summary of conclusions and recommendations begins on Page 37.

The study concludes that the most effective means of dealing with these problems is to implement the Public Water System Coordination Act. Implementation of the Coordination Act would involve the formation of a committee of water purveyors aided by County staff to deal with the problems by preparation of a coordinated water system plan for those areas of the County where serious problems have been identified. A coordinated plan would likely address design specifications, service area designations, a ground water management strategy, and other issues.

Clint Richardson
Pierce County Council
July 16, 1982
Page 2

If the Council chooses to proceed with the coordinated water system plan, Referendum 38 monies are available through the Department of Social and Health Services on a 50-50 matching basis with no minimum cash match requirement. We have been informed by DSHS staff that our entire share of the match can consist of in-kind services relating to staff time and other water related studies such as the ground water study for the Clover Creek/Chambers Creek Basin.

It is anticipated that the entire program would cost approximately \$400,000 and that approximately \$200,000 of this figure would be for consultant's services. The remaining \$200,000 would include in-kind services for staff and committee members time and preparation of those portions of related water studies determined by DSHS to be integral to completion of the coordinated water system plan.

That attached page sets forth the necessary steps for full implementation of the Public Water System Coordination Act.

Copies of the Preliminary Assessment have been distributed to all Class I and II water systems operating in Pierce County, including all incorporated cities and towns, and notice of the availability of the document has been forwarded to the news media.

It is my recommendation that the Council designate Pierce County a "Critical Water Supply Service Area" in accordance with Public Water System Coordination Act, thereby initiating the necessary action to begin preparation of a Coordinated Water System Plan. I feel that the plan is an integral part of the overall planning program in Pierce County.

Sincerely,



BOOTH GARDNER
County Executive

BG/DC/scw
Attachments

STEPS IN IMPLEMENTING THE
PUBLIC WATER SYSTEM COORDINATION ACT

1. County Council requests "preliminary assessment".
2. Upon review of the assessment the County Council or the Department of Social and Health Services can declare a Critical Water Supply Service Area. (Areas where problems of water quality, reliability of service and coordination of planning exist.)
3. The declaring agency appoints a Water Utility Coordinating Committee within thirty days of the declaration.
4. Within six months of the appointment of the Committee, external critical water supply service area boundaries are proposed by the Committee.
5. The County Council must conduct at least two public hearings on the proposed boundaries within six months of said proposal and ratify boundaries.
6. Within two months of establishment of the boundaries, the Water Utility Coordinating Committee shall meet to arrange development of a coordinated water system plan.
7. Prior to submission of the plan to the Department of Social and Health Services for approval, the Council must review the plan, including at least one public hearing. Comments from the Council must be made within sixty days of the receipt of the plan.
8. The coordinated water system plan shall be submitted to the Department of Social and Health Services for approval within two years of the establishment of the external critical water service area boundaries.
9. The Department of Social and Health Services either approves the plan or responds within sixty days.
10. The Department of Social and Health Services assumes implementation of the plan through its approval of individual water system construction projects.

2133
Received By

JUL 21 1982

County Executive

For your information
JUL 20 1982
July 14, 1982

Mr. Booth Gardner
Pierce County Executive
Pierce County Courthouse
930 Tacoma Avenue
Tacoma, WA 98402

Subject: Pierce County Coordinated Water System Plan -
Critical Water Supply Service Area

Dear Mr. Gardner:

On behalf of the Ad Hoc Committee for Pierce County Water System Planning, we would like to endorse the findings of the Preliminary Assessment prepared by the Department of Social and Health Services on the water supply planning needs of Pierce County. The Preliminary Assessment, which is preparatory to the County declaring Pierce County a Critical Water Supply Service Area under the provisions of the Public Water System Coordination Act, was reviewed by the Ad Hoc Committee and we generally concur with its findings and recommendations.

We believe implementation of the Public Water System Coordination Act in the Tacoma area will be beneficial to the water utilities and Pierce County government in resolving existing water supply problems and in planning for our future needs.

If we can be of any assistance to the County in your deliberations on this recommendation or assist in the implementation of the program, please let us know.

Sincerely,

Don McCarty
Don McCarty

Copy

MEMORANDUM

TO : Slim Rasmussen (Chairman - Public Works & Facilities Com)
FROM : Clint Richardson *CJR*
SUBJ : Preliminary Assessment of Water System Issues in Pierce Co.
DATE : July 26, 1982

Attached hereto please find a copy of the Preliminary Assessment of Water System Issues in Pierce County. On page 2 of Booth's letter to the Council he recommends that the Council designate Pierce County a "Critical Water Supply Service Area" Perhaps before we make that determination we should discuss this in your committee and then have the necessary Ordinance drafted.

I would be happy to discuss this with you if you desire.

Each Council member has a copy of the report.

Affidavit of Publication

STATE OF WASHINGTON)

)ss.

COUNTY OF PIERCE)

..... Earl L. Murphy

....., being first duly sworn, on oath deposes and says that he/she is the publisher of the **NEWS REVIEW**, a weekly newspaper. That said newspaper is a legal newspaper and is now and has been for more than six months prior to the date of publication hereinafter referred to published in the English Language continuously as a weekly newspaper in Pierce County, Washington, and is now and during all of said time was printed in office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of . . . Notice of public . . .

..... hearing Proposal No. 83-9 . . .

as it was published in regular issues (and not in supplemental form) of said newspaper once each week for a period of . . . one . . . consecutive weeks, commencing on the

..... 23 . . . day of February, 19 83, and ending on the

..... 23 . . . day of February, 19 83, both days inclusive, and that such newspaper has regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$ 12.87

Earl L. Murphy

Subscribed and sworn to before me this 1 . . . day of March . . . 19 83

[Signature]
Notary Public in and for the State of Washington
Residing at Sumner.

**NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL**
NOTICE IS HEREBY GIVEN that the Pierce County Council will consider Proposal No. 83-9, an Ordinance declaring Pierce County a Critical Water Supply Service Area in accordance with the Public Water System Coordinator Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County. A summary of the proposed Ordinance that follows "BE IT ORDAINED by the Council of Pierce County:
Section 1. The Pierce County Council hereby declares Pierce County as a critical water supply service area as defined by RCW 70.116.002 and WAC 248-56-2007 and authorizes the commencement and carrying out of all appropriate steps under Chapter 70.116 RCW and Chapter 248-56 WAC regarding the development of a coordinated water system plan for Pierce County.
Section 2. The declaration designating Pierce County as a critical water supply service area shall be duly filed with all appropriate agencies and written notice given as required by WAC 248-56-4008."
NOTICE IS FURTHER GIVEN that copies of the entire proposed Ordinance are filed in the Pierce County Council's Office, 1046 County City Building, Tacoma, WA 98402 and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy of the proposed Ordinance may be obtained for a minimal photocopy charge.
NOTICE IS FURTHER GIVEN that a hearing upon the proposed Ordinance will be held on TUESDAY, the 8th day of MARCH, 1983 at 9:00 A.M. in the Pierce County Council Chambers, 10th floor, County City Building, Tacoma, WA 98402.
All persons interested in this matter may appear before the Council and be heard either in favor of or against the proposed Ordinance. At the conclusion of the hearing, on said date, the Council may adopt the Ordinance and/or deny it, deny it or continue the hearing to a date certain.
By action of the Pierce County Council dated February 15, 1983.
Published in the News Review, February 23, 1983.

PIERCE COUNTY COUNCIL

930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402
Telephone: 593-4000

COUNCIL OFFICERS
Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraves, Pro-Tempore

February 16, 1983



The News Review
P. O. Box 428
Sumner, WA 98390

Gentlemen:

Enclosed herewith for publication in your paper in issue of
FEBRUARY 23RD, 1983

is a copy of the Notice of Public Hearing on Proposal No. 83-9.

Please submit bill for same, together with proof of publication in
DUPLICATE, to the County Council Office, Room 1046, County-City Building,
Tacoma, WA 98402.

It would be greatly appreciated if you would submit your bill and
affidavit IMMEDIATELY after the last date of publication.

Very truly yours,

PIERCE COUNTY COUNCIL

By Marlene Ellsworth, Clerk

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services
Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management
Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations
Shirley Winsley, District No. 6
Chair, Rules & Council Facilities
Jack Bujacich, District No. 7
Chair, Public Works & Facilities

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL

NOTICE IS HEREBY GIVEN that the Pierce County Council will consider Proposal No. 83-9, an Ordinance declaring Pierce County a Critical Water Supply Service Area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County. A summary of the proposed Ordinance is as follows:

“

BE IT ORDAINED by the Council of Pierce County;

Section 1. The Pierce County Council hereby declares Pierce County as a critical water supply service area as defined by RCW 70.116.030(2) and WAC 248-56-200(7) and authorizes the commencement and carrying out of all appropriate steps under Chapter 70.116 RCW and Chapter 248-56 WAC regarding the development of a coordinated water system plan for Pierce County.

Section 2. This declaration designating Pierce County as a critical water supply service area shall be duly filed with all appropriate agencies and written notice given as required by WAC 248-56-400(3).”

NOTICE IS FURTHER GIVEN that copies of the entire proposed Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy of the proposed Ordinance may be obtained for a minimal photocopy charge.

NOTICE IS FURTHER GIVEN that a hearing upon the proposed Ordinance will be held on TUESDAY, the 8TH day of MARCH, 1983, at 9:00 A.M. in the Pierce County Council Chambers, 10th floor, County-City Building, Tacoma, WA 98402.

All persons interested in this matter may appear before the Council and be heard either in favor of or against the proposed Ordinance. At the conclusion of the hearing on said date, the Council may adopt the Ordinance, amend and adopt it, deny it or continue the hearing to a date certain.

By action of the Pierce County Council dated February 15, 1983.

STATE OF WASHINGTON
County of Pierce
ss. }

Ernest R. Ryle
Notary Public in and for the State of Washington,
Residing at Tacoma, Pierce County, Washington

PIERCE COUNTY COUNCIL

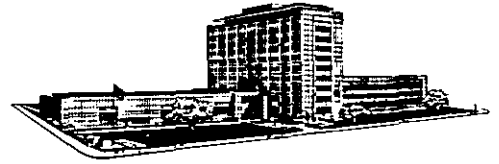
930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402

Telephone: 593-4000

COUNCIL OFFICERS

Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraves, Pro-Tempore

February 16, 1983



The Tacoma News Tribune
1950 State Street
P. O. Box 11000
Tacoma, WA 98411

Gentlemen:

Enclosed herewith for publication in your paper in issue of
FEBRUARY 23RD, 1983

is a copy of the Notice of Public Hearing on Proposal No. 83-9.

Please submit bill for same, together with proof of publication in
DUPLICATE, to the County Council Office, Room 1046, County-City Building,
Tacoma, WA 98402.

It would be greatly appreciated if you would submit your bill and
affidavit IMMEDIATELY after the last date of publication.

Very truly yours,

PIERCE COUNTY COUNCIL

By Marlene Ellsworth, Clerk

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services
Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management
Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations
Shirley Winsley, District No. 6
Chair, Rules & Council Facilities
Jack Bujacich, District No. 7
Chair, Public Works & Facilities

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL

NOTICE IS HEREBY GIVEN that the Pierce County Council will consider Proposal No. 83-9, an Ordinance declaring Pierce County a Critical Water Supply Service Area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County.

NOTICE IS FURTHER GIVEN that copies of the entire proposed Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy of the proposed Ordinance may be obtained for a minimal photocopy charge.

NOTICE IS FURTHER GIVEN that a hearing upon the proposed Ordinance will be held on TUESDAY, the 8TH day of MARCH, 1983, at 9:00 A.M. in the Pierce County Council Chambers, 10th floor, County-City Building, Tacoma, WA 98402.

All persons interested in this matter may appear before the Council and be heard either in favor of or against the proposed Ordinance. At the conclusion of the hearing on said date, the Council may adopt the Ordinance, amend and adopt it, deny it or continue the hearing to a date certain.

By action of the Pierce County Council dated February 15, 1983.

PIERCE COUNTY COUNCIL

930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402

Telephone: 593-4000

COUNCIL OFFICERS

Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraves, Pro-Tempore

March 17, 1983



M E M O R A N D U M

TO: All Water Districts and Water Companies in Pierce County

FROM:  Jack D. Bujacich, Jr.
Council Member

In accordance with the 1980 Washington Administrative Code, Chapter 248-56-400(3), you are hereby notified that the Pierce County Council adopted Ordinance No. 83-9, declaring Pierce County a critical water supply service area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding preparation of a Coordinated Water System Plan for Pierce County. A copy of the Ordinance is enclosed for your information.

Please be assured that the passage of Ordinance No. 83-9 does not mean that Pierce County is a critical water supply area. The Ordinance makes Pierce County eligible for Referendum 38 funds from the Department of Social and Health Services for a study of the water system in Pierce County. This study will ultimately assist in the future planning of Pierce County.

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services

Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management

Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations

Shirley Winsley, District No. 6
Chair, Rules & Council Facilities

Jack Bujacich, District No. 7
Chair, Public Works & Facilities

WATER COMMISSIONERSWATER DIST. &
COMMISSIONERTERM/PERIODNAMEADDRESSASHFORD WATER DISTRICTBox CASH 304

1977-83

John C. Cavin

Box 95

ASH 304

1979-85

Jarrold A. Parry

Box A

ASH 304

1981-87 *

Clerk: Appt.

* No Filing in 1981, open in 83.

BURNETT WATER DISTRICTRt. 2 Box 747BUC 321

(Buckley & Wilkeson Rural)

1977-83 *

1979-85 *

Lathe McCullum

1981-87

Robert E. Harding

P.O. Box 643

BUC 321

Clerk: Appt. Carol M. Smith

* No filing in 1981, both offices open in 83.

ELBE WATER DISTRICT

1977-83

Wesley Hall

ELB 330

1979-85 *

Robert Miller

ELB 330

1981-87 *

Bob Dunnagan

ELB 330

Clerk: Appt.

* No filing in 1981, all offices open in 83.

KETRON ISLAND WATER DISTRICT

1980-83 *

1980-85

Edward H. Litz

P.O. Box 881

STE 388

1981-87 *

William D. Brandenburg

P.O. Box 580

STE 388

Clerk: Appt.

* No filing in 1981, both offices open in 83.

LAKEWOOD WATER DISTRICTP.O. Box 99729TAC 499

1977-83 (4Yr. UE)

W. W. "Bill Philip

7602 Langlow St. SW

TAC 498

1979-85 (4 Yr. UE)

Lawrence R. Guillarducci, Jr. 29 Lagoon Lane N. SW

TAC 498

1981-87

Harold W. Gloyde

3 Loch Lane SW

TAC 499

Clerk: Appt. Ruth Rigby

MCKENNA WATER DISTRICT

	1977-83	Cynthia J. Jones
	1979-85 (4 Yr. UE)	Frank Scott
	1981-87	Earl P. Woolery
Clerk:	Appt.	D. Brezicha

<u>83 Mountain St.</u>	<u>MCK 558</u>
------------------------	----------------

83 Mountain St.	MCK 558
P.O. Box 97	MCK 558
13 Meadow St. Box 142	MCK 558

WEBSTONE WATER DISTRICT
(Dieringer & Webstone)

	1977-83 (2 Yr. UE)	Roy R. Ray
	1979-85 (4 Yr. UE)	Richard H. Klemme
	1981-87	Wilfred A. Tuttle
Clerk:	Appt.	Elizabeth Klemme

<u>Rt. 1 Box 359</u>	<u>SUM 390</u>
----------------------	----------------

Rt. 1 Box 195	SUM 390
Rt. 1 Box 359	SUM 390
Rt. 1 Box 360	SUM 390

WATER COMPANIES (37)

ALDERTON-McMILLAN WATER SUPPLY CO.
c/o Charles A. Peterson
11121-C Meridian South
Puyallup, WA 98371
Telephone: 845-0101

ALLEN C. EDWARDS REALTY CO.
Mr. Richard J. Fitzpatrick, V.P.
P.O. Box 857
Gig Harbor, WA 98335
Telephone: 851-6363
(Tacoma 756-9980)

ALPINE COMPANY
c/o Ken Farber
P.O. Box 11021
Tacoma, WA 98411
Telephone: 474-8441

ANDRAIN ROAD WATER ASSOC.
c/o Martin Brown
12116 78th Avenue East
Puyallup, WA 98371
Telephone: 845-9777

ASHFORD WATER DISTRICT
P.O. Box C
Ash-Rind, WA 98304
Telephone: 569-8811

BETHEL WATER CO.
c/o Herbert B. Battell
Route 2, Box 2615-V
Spanaway, WA 98387
Telephone: 847-6733 (1407)

BETHEL GREEN ACRES WATER ASSN.
c/o Phebe Rimmer
25017 53rd Avenue East
Graham, WA 98338
Telephone: 847-6920

CITY OF BONNEY LAKE
Paul Anstey, City Engineer
19306 Bonney Lake Blvd.
Bonney Lake, WA 98390
Telephone: 863-6318

CHESNEY-WALLER MUTUAL WATER CO.
c/o E.C. Kaufman
13618 Waller Road East
Tacoma, WA 98446
Telephone: 537-8050

COMMUNITY MUTUAL WATER CO.
c/o Thomas E. Mayo
7708 126th Street East
Puyallup, WA 98371
Telephone: 845-9285

COUNTY SERVICES, INC.
c/o Thelma Kershner
15927 Spanaway Loop
Spanaway, WA 98387
Telephone: 537-3469

COUNTRY WATER, INC.
MARINE HILLS CO., INC.
Norval H. Latimer, President
P.O. Box 513
Graham, WA 98338
Telephone: 627-2975

CURRAN ROAD MUTUAL WATER ASSN.
c/o Philip H. Dawson, Supt.
5003 141st Street East
Tacoma, WA 98446
Telephone: 537-1388

CRYSTAL RIVER RANCH ASSOC.
Star RT. Box 136
Enumclaw, WA 98022
Telephone: 663-2416

DAY ISLAND CLUB
c/o Mrs. Earl Garrison
1952 Day Island Blvd. E.
Tacoma, WA 98466
Telephone: 564-0176

TOWN OF EATONVILLE
Box 206
Eatonville, WA 98328
Telephone: 832-3361

FOREST BEACH, INC. WATER CO.
Mrs. Brown, Secretary
2519 Forest Beach Drive N.W.
Gig Harbor, WA 98335
Telephone: 265-3332

ELBE WATER DISTRICT
ELBE SERVICE COOPERATIVE
c/o Mrs. Donna J. Mettler
P.O. Box 354
Elbe, WA 98330
Telephone: 569-2736 - Home
(569-2211 Ext. 54)

CITY OF FIFE
5209 Pacific Highway East
Tacoma, WA 98324
Telephone: 922-6633
Dick Meuschke 922-9315

FIRGROVE MUTUAL WATER CO.
c/o Floyd R. Blyton
10408 144th Street East
Puyallup, WA 98371
Telephone: 845-4849 - Home
845-1542 - Office

FIR MEADOWS WATER CO.
c/o James W. Howton
Projects Northwest
609 Hoge Boulevard
Seattle, WA 98104
Telephone: 623-7796

FOWLER MUTUAL WATER CO.
c/o Eleanor L. Merriman, Sec/Tr.
P.O. Box 126
Summer, WA 98390
Telephone: 863-4072

FOX ISLAND MUTUAL WATER ASSOC.
P.O. Box 35
Fox Island, WA 98333
Telephone: 549-2671

FRUITLAND MUTUAL WATER CO.
c/o Harold Gillispie
11309 94th Avenue East
Puyallup, WA 98373
Telephone: 848-5519

TOWN OF GIG HARBOR
Jim Hibbs, Water Supt.
P.O. Box 145
Gig Harbor, WA 98335
Telephone: 858-2116

GRAHAM HILL MUTUAL WATER CO., INC.
B.J. Rittenhouse
P.O. Box 266
Graham, WA 98338
Telephone: 847-8617

H₂O Company
P.O. Box 44127
Tacoma, WA 98444
Telephone: 535-4569 or 531-3462

HARBOR SPRINGS WATER CO.
3803 West Soundview Drive
Tacoma, WA 98466
Telephone: 564-1786

HARBOR WATER CO.
c/o Mrs. Pat Wiles, Pres.
P.O. Box 336
Gig Harbor, WA 98335
Telephone: 858-9460

HYADA MUTUAL SERVICE CO.
c/o Louis Williams
5003 Tok-A-Lou Avenue N.E.
Tacoma, WA 98422
Telephone: 927-9314

INDIAN SPRINGS WATER CO.
24317 68th Avenue East
Graham, WA 98338
P.O. Box 44628 - Tacoma, 98444
Telephone: 537-6116

KAPOWSIN COMMUNITY WATER CORP.
P.O. Box 114
Kapowsin, WA 98344
Norma L. McBride - Secty.
Telephone: 879-5375

LAKEWOOD WATER DISTRICT
Wayne Dunbar / C.G. Kempe, Manager
11900 Gravelly Lake Drive Southwest
P.O. Box 99729
Tacoma, WA 98499
Telephone: 588-4423

MARION WATER COMPANY
c/o Amelia Hlede, Secretary
Route 1, Box 1259
Buckley, WA 98321
Telephone: 829-1909

TOWN OF MILTON
c/o Robert J. Smart, City
Engineer & David A. Grove,
Town Clerk
1111 Park Way, P.O. Box D
Milton, WA 98354
Telephone: 922-8733

MT. VIEW-EDGEWOOD WATER CO.
c/o Nelson Beal, Larry Bradbury
1510 41st Avenue N.E.
Puyallup, WA 98371
Telephone: 863-7348

OLYMPIC MALL WATER CO., INC.
c/o Continental, Inc.
Attn: Wayne A. Wenzel, Assit. V.P.
8th Floor, Pacific Building
Seattle, WA 98104
Telephone: 623-3050

PARKLAND LIGHT & WATER CO.
Harry Walter, General Manager
12918 Park Avenue South
Tacoma, WA 98444
Telephone: 531-5666

PENINSULA WATER SYSTEMS
c/o Ralph W. Booth Jr.
Route 1, Box 174
Olalla, WA 98359
Telephone: 857-6471 (Burley
Exchange)

PIONEER HOME BUILDERS
618½ Meridian North
Puyallup, WA 98371
Telephone: 848-2381

POINT FOSDICK WATER CO., INC.
12904 State Road No. 16
Gig Harbor, WA 98335
Telephone: 851-4002

CITY OF PUYALLUP
c/o Warren Gray, City Engineer
313 3rd Southwest
Puyallup, WA 98371
Telephone: 841-4321

QUADRANT CORPORATION
c/o Nancy Scharf
P.O. Box 130
Bellevue, WA 98009
Telephone: 455-2900

TOWN OF ORTING
P.O. Box 489
Orting, WA 98360
Telephone: 893-2219

RAINIER RANCH SITES
MAINTENANCE COMPANY
Box 88
Wilkeson, WA 98396
Telephone: 829-1032

RICHARDSON WATER CO.
c/o Neil Richardson
P.O. Box 44408
Tacoma, WA 98444
Telephone: 537-7322

RIMVIEW PARK WATER CO.
14121 136th Avenue East
Puyallup, WA 98371
Telephone: 845-3261

RIVIERA COMMUNITY CLUB, INC.
Anderson Island
c/o Riviera Properties, Inc.
Donald R. Pierce
2367 Eastlake Avenue East
Seattle, WA 98102
Telephone: 325-8700

ROSEDALE COMMUNITY CLUB & HALL
ASSOCIATION
Mrs. C.J. Smalling, Manager
8222 86th Avenue Northwest
Gig Harbor, WA 98335
Telephone: 858-3336

SANFORD AVENUE COMMUNITY CLUB
c/o M.R. Young
2217 East 34th
Tacoma, WA 98404
Telephone: 383-2119

SHORE ACRES WATER CO.
c/o Mrs. George Livingston
5822 Reid Drive N.W.
Gig Harboe, WA 98335
Telephone: 858-2604

SOUND WATER COMPANY
c/o Ray Barckert
1517 Center Street
Tacoma, WA 98409
Telephone: 572-4330

SOUTHEAST TACOMA MUTUAL WATER CO.
c/o Gene Olive
1614 99th Street East
Tacoma, WA 98445
Telephone: 537-8534

SPANAWAY WATER CO.
c/o Nick Kanton
16603 Pacific Avenue
P.O. Box 608
Spanaway, WA 98387
Telephone: 531-9024

STROH'S WATER CO.
Stroh's Feed & Garden Supply
c/o Frederick Stroh
3408 Hunt Street N.W.
Gig Harbor, WA 98335
Telephone: 858-2051 (2065)

SUMMIT WATER & Supply Co.
c/o Neil Doyle
9701 50th Avenue East
Tacoma, WA 98446
Telephone: 537-7781

SUNNYVIEW ASSOCIATION, INC.
c/o Larry Ramsey
45 Point Fosdick Drive N.W.
Gig Harbor, WA 98335
Telephone: 564-3041

SYLVIA LAKE WATER CO.
c/o Lester Seinfeld
P.O. Box 1657
Tacoma, WA 98401
Telephone: 383-5461

TOWN OF SUMNER
1104 Maple Street
Sumner, WA 98390
Telephone: 863-5263

TIPPERARY WATER SYSTEM
George Thornton
11625 21st Avenue S.W.
Seattle, WA 98146
Telephone: 243-8466

CITY OF TACOMA
Water Div., Dept. of Pub. Util.
Robert M. Nichols, Chief Water
Dist. Engr.
P.O. Box 11007
Tacoma, WA 98411
Telephone: 593-8247 (direct)
383-2471 (switch board)

VIEW ROYAL WATER CO.
7918 47th Avenue East
Tacoma, WA 98443
Telephone: 537-1927

WEBSTONE WATER DISTRICT
George Blessing
6812 15th Street N.E.
Puyallup, WA 98371
Telephone: 863-7575

WESTBRIDGE ESTATES WATER CO.
c/o Samuel S. Porter
4427 Holly Lane Northwest
Gig Harbor, WA 98335
Telephone: 858-3759

TOWN OF WILKESON
P.O. Box 82
Wilkeson, WA 98396
Telephone: 829-0261

WOLLOCHET HARBOR CLUB
c/o Dave Manager
3011 Cabrini Drive N.W.
Gig Harbor, WA 98335
Telephone: 572-4161

WEATHERWOOD VISTA WATER DISTRICT
1620 Weatherwood Avenue N.W.
Gig Harbor, WA 98335
Telephone: 572-5600

PIERCE COUNTY COUNCIL

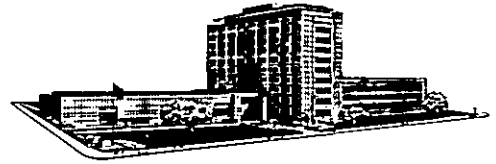
930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402

Telephone: 593-4000

COUNCIL OFFICERS

Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraves, Pro-Tempore

March 17, 1983



M E M O R A N D U M

TO: The News Media

FROM:  Jack D. Bujacich, Jr.
Council Member

In accordance with the 1980 Washington Administrative Code, Chapter 248-56-400(3), you are hereby notified the Pierce County Council adopted Ordinance No. 83-9, declaring Pierce County a critical water supply service area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding preparation of a Coordinated Water System Plan for Pierce County. A copy of the Ordinance is enclosed for your information.

Please be assured that the passage of Ordinance No. 83-9 does not mean that Pierce County is a critical water supply area. The Ordinance makes Pierce County eligible for Referendum 38 funds from the Department of Social and Health Services for a study of the water system in Pierce County. This study will ultimately assist in the future planning of Pierce County.

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services
Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management
Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations
Shirley Winsley, District No. 6
Chair, Rules & Council Facilities
Jack Bujacich, District No. 7
Chair, Public Works & Facilities

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL

NOTICE IS HEREBY GIVEN that the Pierce County Council will consider Proposal No. 83-9, an Ordinance declaring Pierce County a Critical Water Supply Service Area in accord with the Public Water System Coordination Act (Chapter 70.116 RCW) and authorizing all appropriate steps to be taken regarding the preparation of a Coordinated Water System Plan for Pierce County. A summary of the proposed Ordinance is as follows:

"

BE IT ORDAINED by the Council of Pierce County:

Section 1. The Pierce County Council hereby declares Pierce County as a critical water supply service area as defined by RCW 70.116.030(2) and WAC 248-56-200(7) and authorizes the commencement and carrying out of all appropriate steps under Chapter 70.116 RCW and Chapter 248-56 WAC regarding the development of a coordinated water system plan for Pierce County.

Section 2. This declaration designating Pierce County as a critical water supply service area shall be duly filed with all appropriate agencies and written notice given as required by WAC 248-56-400(3).
"

NOTICE IS FURTHER GIVEN that copies of the entire proposed Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy of the proposed Ordinance may be obtained for a minimal photocopy charge.

NOTICE IS FURTHER GIVEN that a hearing upon the proposed Ordinance will be held on TUESDAY, the 8TH day of MARCH, 1983, at 9:00 A.M. in the Pierce County Council Chambers, 10th floor, County-City Building, Tacoma, WA 98402.

All persons interested in this matter may appear before the Council and be heard either in favor of or against the proposed Ordinance. At the conclusion of the hearing on said date, the Council may adopt the Ordinance, amend and adopt it, deny it or continue the hearing to a date certain.

By action of the Pierce County Council dated February 15, 1983.

OFFICE OF PIERCE COUNTY COUNCIL
County-City Building
930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402

PRESORTED
FIRST-CLASS



FORT ORCHARD, WA 98345

Peninsula Water Systems
c/o Ralph W. Booth, Jr.
Route 1, Box 174
Olalla, WA 98359

RECEIVED
FEB 24 1983
PIERCE COUNTY
COUNCIL



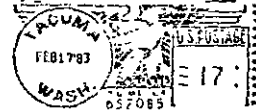
ADDRESSED
UNKNOWN
RETURN TO SENDER



ADDRESSED
UNKNOWN
RETURN TO SENDER

OFFICE OF PIERCE COUNTY COUNCIL
County-City Building
930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402

PRESORTED
FIRST-CLASS



Expanded

Riviera Community Club, Inc.
Anderson Island
c/o Riviera Properties, Inc.
Donald R. Pierce
2367 Eastlake Avenue East
Seattle, WA 98102

NOT DELIVERABLE
AS ADDRESSED
UNABLE TO FORWARD
RETURN TO WRITER



OFFICE OF PIERCE COUNTY COUNCIL
County-City Building
130 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402

PRESORTED
FIRST-CLASS



Alderton-McMillan Water Supply Co.
c/o Charles A. Peterson
11121-C Meridian South
Puyallup, WA 98371



NOT DELIVERABLE
AS ADDRESSED
UNABLE TO FORWARD
RETURN TO SENDER



NOT DELIVERABLE
AS ADDRESSED
UNABLE TO FORWARD
RETURN TO SENDER

**PRELIMINARY ASSESSMENT
OF WATER SYSTEM ISSUES
IN PIERCE COUNTY**



JUNE 1982

This preliminary assessment has been prepared through the cooperative effort of the following people:

1. Derek Sandison and Jane Hedges, Tacoma-Pierce County Health Department.
2. Dan Cagle and Janine Redmond, Pierce County Planning Department.
3. Bob James, Alan Rowe, and John Aden, DSHS, Water Supply and Waste Section.

CONTENTS

<u>Section</u>	<u>Page</u>
Executive Summary	1
Introduction	2
1 Water System Inventory	3
Class 1 Systems	3
Class 2, 3, and 4 Systems	7
Summary	10
2 Water Resources	11
Geology	11
Ground Water	11
Surface Water	13
Water Quality Concerns	15
Water Rights	17
Summary	20
3 Growth	21
Population	21
Growth Management Plan	21
Annexation of Additional Area	21
Summary	24
4 Status of Planning	25
County Land Use Plans	25
Other Plans and Ordinances	26
Water System Planning	27
Tacoma Water Plan	28
County Water Plans	28
Summary	30
5 Service Areas	31
Planning Areas	31
Tacoma Service Area	31
Franchise Areas	34
Service Area Concerns	34
Summary	36
Conclusions and Recommendation	37
Conclusions	37
Alternative Solutions	38
Recommendation	38

EXECUTIVE SUMMARY

This evaluation of water system concerns in Pierce County is termed a Preliminary Assessment. It was initiated by the Pierce County Council to identify the extent of:

1. water quality problems.
2. water quantity problems.
3. coordination problems.

This Preliminary Assessment will be used by the Council in making a determination whether to use the Public Water System Coordination Act as a mechanism to deal with identified problems.

This Preliminary Assessment recommends that the Public Water System Coordination Act be utilized in Pierce County because:

1. It offers a comprehensive solution to identified problems.
2. It offers a clear planning process involving water systems and county government.
3. Implementation is built into the planning process.
4. Grant monies are available to help offset planning costs.

Reasons for making this recommendation appear in the conclusion section at the end of this report. Briefly, problems exist with respect to all three categories - quality, quantity, and coordination. Major concerns deal with:

1. The ability of ground water to withstand the impact of development patterns and practices, and continue to maintain adequate quality to be used as a primary drinking water source,
2. The ability of the county to develop clear policy direction for future water system development.
3. The ability of water systems to coordinate with each other in responding to county growth.

The Pierce County Ad Hoc Committee for Water System Planning has assisted in the preparation of this Preliminary Assessment and concurs with its recommendation.

INTRODUCTION

The Public Water System Coordination Act

This state law, Chapter 70.116 RCW, establishes a process for water utilities within a given area or region to coordinate their efforts in providing adequate drinking water. Coordination would take place on two levels: 1) Between water utilities, and 2) with land use planning. A partnership consisting of local elected officials, planners, and water purveyors is formed to prepare a comprehensive water program which responds to future growth. Once completed, the program must be adhered to by all the decision makers involved as the area develops.

The Pierce County Council may consider use of this process based upon the results of a preliminary assessment.

The Preliminary Assessment

This report is the brief, factual study of existing and future drinking water concerns that serves as a basis for determining whether the Public Water System Coordination Act needs to be used.

The purpose of the preliminary assessment is to assist the Pierce County Council in evaluating drinking water concerns faced by the county and its water utilities. It evaluates water systems, water resources, and planning to determine if any or all of the following problems are evident: 1) poor water quality, 2) inadequate quantity or unreliable service, and 3) lack of coordination.

In January 1982, the Pierce County Council requested that DSHS take the lead responsibility in preparing a preliminary assessment. To accomplish this, DSHS organized a team of local and state experts to address the required topics.

Source of Information

Water system data was obtained from DSHS files and computerized Water Facility Inventory. Some systems have been personally interviewed by the DSHS District Engineer using Sanitary Survey procedures.

Information about water resources was obtained from Water Supply Bulletin No's. 18 and 22, USGS, 1965 and 1968, An Evaluation of Ground Water report done by DSHS and DOE in 1980, and South Tacoma Aquifer As A Supplementary Water Source by Uri Shamir, 1981. Water rights data was obtained from DOE files and computer printout.

Information about planning was obtained from various planning documents in the Pierce County Planning Department, including the 1962 Comprehensive Plan, Lakewood Plan, Gig Harbor Peninsula Comprehensive Plan, and the South Hill Comprehensive Plan. Also, water system plans for several of the larger systems were reviewed. Population data was supplied by the Puget Sound Council of Governments.

WATER SYSTEM INVENTORY

There are approximately 700 water systems and over 9,000 additional individual wells in Pierce County. The state of Washington has developed regulations which apply to only those water systems which have two or more service connections. The regulations classify water systems into four groups by population and type of service.

Class 1 Systems

Chart 1 identifies the fifty-nine Class 1 water utilities in Pierce County which have 100 or more service connections. Most of these systems obtain their drinking water from two or more sources and most have sufficient storage capacity to meet existing minimum flow requirements for domestic development. Those systems without sufficient storage capacity either purchase water from neighboring systems who have storage or were built before current design standards were adopted.

Fire Flow - The ability of these Class 1 utilities to provide minimum Pierce County fire flow requirements is largely dependent upon the condition of their distribution systems. Prior to the adoption of fire flow standards, water systems were only required to provide domestic flows. Many of the water systems elected to install small diameter water mains to save first cost expense. As a result, these water systems must now evaluate each new request for water as to whether they will be able to provide adequate flows for the type of construction and use of the structure. A review of eighteen water system plans indicated that sixty-one percent of the utilities surveyed are in the process of upgrading their distribution systems to provide better fire protection.

Water Quality - With very few exceptions, the quality of the drinking water produced by the Class 1 water utilities in Pierce County meets the standards established by State Board of Health Regulations. A review of the bacteriological monitoring program over the past three years reveals that coliform bacteria were found in only two percent of the samples taken. Results of this type are generally considered to be an indication of sound facilities and/or good operation and maintenance. Future water quality of the Chambers Creek/Clover Creek Drainage Basin may be a concern (see Section 2, page 15).

Ownership - Ownership of Class 1 water utilities in Pierce County is evenly divided among private companies, associations (mutuals), and municipalities. The ownership of a water system can greatly influence its ability to finance construction projects. Municipally-owned water systems are eligible for planning loans and construction grants from the state's Referendum 38 program. They also have the ability to issue bonds and establish local improvement districts. Funding opportunities for private companies and associations (mutuals) are limited, although several of the mutuals in Pierce County have been able to participate in the Farmers Home Administration loan program. Thus, private and mutual water utilities may find it more difficult to respond to potential future water quality deterioration problems.

CHART 1
LARGER WATER SYSTEM INVENTORY
(≥ 100 Services)

System	Service Connections	Number of Sources ¹	Storage Capacity ² (gallons)	Ownership	Certified Operator	Bacteriological Quality ²	Chemical Quality ³
Alderton-McMillan	480	5	75,000	Private	Yes		
Alderwood Estates	185	3	70,000	Private	Yes		
Amer. Lake Gardens Apts.	138	1	5,000	Private	No		
Artondale	390	8	250,000	Private	Yes		
Bethel Green Acres	146	2	70,000	Cooperative	No	2	Mn
Bonney Lake	3,760	8	3,250,000	Municipal	Yes	1	Mn
Buckley	946	2	3,500,000	Municipal	Yes		
Caladonia	165	2	190,000	Cooperative	Yes		Cl
Carbonado	180	1	400,000	Municipal	Yes	1	
Cedar Crest	116	4	40,000	Private	Yes		
Crystal River Ranch	238	2	60,000	Cooperative	Yes	1	
Curran Road	400	1	Purchases Wtr.	Cooperative	Yes		
Day Island	115	2	30,000	Cooperative	Yes	4	Fe, Mn
Du Pont	153	2	100,000	Municipal	Yes	4	
Eatonville	430	5	550,000	Municipal	Yes	2	
Fife	264	5	100,000	Municipal	Yes		Fe, Mn
Fircrest	2,155	3	1,800,000	Municipal	Yes		
Firgrove	1,317	12	1,589,000	Cooperative	Yes	1	
Fort Lewis	6,075	9	6,892,000	Federal	Yes	1	Fe, Mn
Fox Island	400	10	102,000	Cooperative	Yes	2	Fe, Mn
Fruitland	2,042	4	1,100,000	Cooperative	Yes		
Gig Harbor	750	3	1,310,000	Municipal	Yes		Mn
H ₂ O Water Company #1	197	2	17,000	Private	Yes		
H ₂ O Water Company #2	114	2	14,000	Private	Yes	2	
Herron Island	553	1	30,000	Cooperative	Yes	3	

Chart 1: Larger Water System Inventory (Cont.)

System	Service Connections	Number of Sources ¹	Storage Capacity ² (gallons)	Ownership	Certified Operator	Bacteriological Quality ²	Chemical Quality ³
Hyada	226	3	60,000	Cooperative	Yes	1	
Indian Springs	128	4	155,000	Private	Yes		Mn
Lake Holiday	348	3	5,000	Cooperative	No		Fe, Mn
Lake Josephine Riviera	270	5	75,000	Cooperative	Yes		
Lake of the Woods	340	2	70,000	Cooperative	Yes		
Lakewood	12,840	19	4,540,000	Municipal	Yes		Fe, Mn, Solvents ⁴
Marion	193	2	10,000	Cooperative	Yes		Mn
McChord	1,100	10	1,225,000	Federal	Yes	5	Fe, Mn
McNeil Island	100	2	1,230,000	State	Yes	1	
Milton	1,810	3	1,650,000	Municipal	Yes		
Minterbrook	290	6	65,000	Private	Yes		
Mirage Apartments	200	1	5,000	Private	No	4	Mn
Mt. View-Edgewood	2,200	6	1,180,000	Cooperative	Yes		Fe, Mn
Olympic Sunset West	132	1	40,000	Private	Yes		
Orting	838	4	330,000	Municipal	Yes	2	Fe, Mn
Palmer Lake	108	2	0	Private	Yes		
Parkland	4,600	9	1,550,000	Cooperative	Yes		Fe, Mn
Peacock Hill	107	5	80,000	Private	Yes		
Puyallup	6,385	5	13,900,000	Municipal	Yes	1	Fe, Mn
Quiet Village	150	2	4,000	Private	Yes		
Rainier School	300	2	3,250,000	State	Yes		
Sea Cliff Estates	147	3	90,000	Private	Yes		Mn
Shore Acres	161	1	Purchases Wtr.	Cooperative	Yes		
Southeast Tacoma	2,458	6	1,200,000	Cooperative	Yes		
Southwood	423	4	260,000	Private	Yes		Mn
Spanaway	3,357	8	1,454,000	Cooperative	Yes		Fe, Mn

Chart 1: Larger Water System Inventory (Cont.)

System	Service Connections	Number of Sources ¹	Storage Capacity ² (gallons)	Ownership	Certified Operator	Bacteriological Quality ²	Chemical Quality ³
Steilacoom	1,441	3	1,250,000	Municipal	Yes	1	Fe, Mn
Stroh's	284	2	104,000	Private	Yes		
Summit	3,553	5	1,938,000	Cooperative	Yes	3	Fe, Mn
Sumner	1,825	6	3,000,000	Municipal	Yes	2	Fe, Mn
Tacoma	70,736	8	101,000,000	Municipal	Yes		Fe, Mn Solvents ⁴
Tapps Island		2	200,000	Private	Yes		
Webstone	150	1	Purchases Wtr.	Municipal	Yes		
Wilkeson	143	1	256,000	Municipal	Yes		

- NOTES:
1. Sources include wells, well fields, springs, lakes, rivers, or another system.
 2. Number of months since 1979 with unsatisfactory samples.
 3. Cl (chloride), Fe (iron), and Mn (Manganese) are secondary contaminants with little or no public health significance which, if designated, are present in at least one of the system's sources. These contaminants may cause color or odor problems.
 4. Organic solvents were discovered in two Lakewood wells and one Tacoma well in the past year. Federal and state agencies are continuing to monitor the situation. All three wells have voluntarily been taken out of service.

Operators - Every Class 1 water system is required to have a certified water system operator in direct responsible charge of its operation. Currently, ninety-three percent of these water systems are in compliance with the operator certification program.

Other Concerns - The Class 1 water systems in central Pierce County have concerns regarding their ability to meet the future peak water demands of the area. Additional diversions of surface water from the Green River will be subject to a number of institutional, as well as physical, constraints. In light of these constraints, greater emphasis has been placed upon the importance of utilizing the ground water resources within Pierce County as the source of peaking water for the water systems in the Chambers Creek/Clover Creek Drainage Basin. The success of this strategy will require the cooperation of water utilities and land use authorities to properly manage the ground water resource. The governmental framework necessary to insure this cooperation does not exist in Pierce County at this time.

A majority of the Class 1 water utilities in the eastern portion of Pierce County are owned by municipalities, such as Sumner, Bonney Lake, Buckley, Carbonado, and Eatonville. The major problems can be attributed to system age and improper source development. The cities of Bonney Lake and Sumner utilize poorly developed spring sources which allow some surface water to enter their water systems. The cities of Buckley and Carbonado utilize surface water sources, which are subject to State Board of Health regulations requiring treatment and better control of their watersheds. The Town of Eatonville has an inadequate distribution system with many leaks which, when coupled with a high demand for water, requires the town to supplement their well sources with surface water from the Mashell River.

Reliability is a potential problem for a number of the Class 1 water systems located in the western portion of the county, across the Narrows Bridge. Some of these systems depend on booster pumps to pressurize their distribution systems which, in turn, depend on electricity to operate. Extended or repeated power outages may result in the lack of an adequate water supply.

Class 2, 3, and 4 Systems

Pierce County currently has 205 Class 2 systems (10 to 100 connections, 138 Class 3 systems (commercial, part-time users such as schools, service stations, restaurants, etc.), and 302 Class 4 systems (fewer than 10 services). These systems typically consist of a single well source, and possibly some storage. Water pressure is normally maintained by the well pump, and some have booster pumps.

There are a number of problems inherent in these small systems. They mostly relate to lack of understanding between owners and customers, poorly designed facilities, inadequate operation, and lack of funding alternatives. The uncontrolled growth of small community systems in Pierce County is a major concern. Existing, poorly constructed wells have the potential to contaminate the entire aquifer. Also, they are unable to assure their customers of high quality drinking water.

Number of Systems - The number of Class 2 water systems in Pierce County has remained relatively steady, with an increase of twenty-nine in the past five years. Class 3 systems are growing slowly. Only three were reviewed during the last six months of 1981. On the other hand, Class 4 systems are increasing rapidly. The county reviewed thirty Class 4 systems during the same six month period.

Escalating costs for installing a private well have made small community systems more financially desirable. The trend of using a community well to serve a proposed short plat has accelerated in recent years. In 1980, forty-one short plats were proposed using small community wells (2 to 4 connections per short plat). In 1981, that number increased to one hundred forty-one, more than a three-fold increase. In those same years, the proposed use of individual wells went from seventy-five to two hundred thirty-five, resulting in the potential of seven hundred and five new individual wells as those lots are developed. The large increase in one-acre size lots with on-site sewage disposal, together with the proliferation of individual and community wells, could have a significant effect on ground water quality.

Ownership - Many of the Class 2, 3, and 4 systems in Pierce County experience problems related to ownership. Individual owners or small homeowner groups for the most part, do not understand their responsibility for providing water of adequate quality and quantity. In addition, those with joint or communal ownership of wells feel no liability for poor water service. Many systems suffer from ownership disputes when no one affiliated with the system is willing to accept responsibility for correcting health-related problems. In the meantime, needed improvements do not get built. Often, owners do not have the expertise to organize and raise the capital required to upgrade their water systems or maintain them correctly.

Water Quality - Approximately eighty-five percent of the two hundred and five Class 2 systems submit the required number of samples to monitor bacteriological contamination. Of those which submit samples, four percent exceed the maximum allowable coliform bacteria. It is estimated that half of those systems which do not sample regularly also exceed the maximum allowable coliform bacteria. Of the three hundred and two Class 4 systems, eighty-two percent submitted no bacteriological sampling data during 1981. Only seventeen percent complied with the State Board of Health sampling requirements.

In 1981, a study was done within the town limits of Roy to review bacteriological quality of fifty-three water supplies consisting of some Class 4 systems and some individual wells. Approximately thirty-seven percent of the samples obtained indicated the presence of coliform bacteria. Although the results of this study indicate ground water contamination in the Roy area, there is no evidence that this applies to other communities in Pierce County with small water systems.

Of the one hundred and forty-one Class 3 systems, only twelve submitted the required number of samples. The public, by contrast, assumes that the purveyor is serving them safe drinking water. The Class 3 systems - restaurants, parks, and schools are particularly vulnerable to liability from improper drinking water quality, yet few are monitoring properly.

Water Quantity - Customers assume that there is an unlimited quantity of water available at high pressures. Most Class 2, 3, and 4 systems in Pierce County are very limited in their ability to supply an adequate quantity of water by line size and limited pumping equipment. These smaller systems are unable to provide a level of service equal to that provided by larger, municipal-type systems.

Problems related to water quantity and pressure also have other contributing causes. Lack of proper design and installation of facilities plagues many Pierce County water systems because they initially intend to save money by utilizing inferior construction techniques and not adequately inspecting construction. Distribution systems installed many years ago are beginning to deteriorate. Many Class 2, 3, and 4 systems do not have available sources of funding to properly replace failing portions of their systems.

Financial Capability - Fiscally, the small systems are generally unable to compete with Class 1 or municipal systems to assess fees or collect adequate funds for needed improvements. Systems are not usually upgraded when problems occur, nor are there monies available for routine operation, maintenance, or sampling. Without funds, the systems are unable to hire professional management or operations' personnel. Problems often go unrecognized until they become so severe that the system must have major and costly repairs. Since most are not set up as water districts, public utility districts, or governmental agencies, they are not eligible for state grant or loan monies. The small size of Class 3 and 4 systems rank them very low on the priority list for Farmers Home Administration or HUD grants.

Other Concerns - Established water systems are usually not interested in acquiring the smaller systems because of incompatible design and the burden of existing or potential problems. In addition, small systems are often located in outlying areas of the county and offer little incentive for larger systems to acquire and/or operate them. Pierce County has two private companies which acquire and operate a number of separate small water systems, Richardson Water Company and Harbor Water Company.

The following statements briefly summarize the water system discussion of the Preliminary Assessment:

Class 1 Systems (over 100 service connections)

1. Most of the Class 1 systems provide an adequate amount of drinking water meeting State Board of Health quality standards.
2. Some Class 1 systems, especially in the eastern portion of Pierce County, have problems with facility deterioration due mainly to their age.
3. Many Class 1 systems in the western portion of Pierce County are somewhat susceptible to power outages which could result in reliability problems.
4. Class 1 systems in central Pierce County are concerned about their ability to meet future peaking needs of the region due to unanswered questions about the ground water resource.

Class 2, 3, and 4 Systems (between 2 and 100 service connections)

1. Eighty-five percent of Class 2 systems submit the required samples for monitoring water quality, and only four percent of those exceed State Board of Health quality standards.
2. Class 4 systems and individual wells are proliferating very rapidly in Pierce County.
3. Only seventeen percent of Class 4 systems are in compliance with State Board of Health monitoring requirements.
4. Many of the smaller systems in the county have poorly constructed wells, resulting in a potential for contamination of their drinking water.
5. The major concern with Class 2, 3, and 4 systems is their ability to finance needed improvements to eliminate existing or future problems. This lack of financial capability stems from their size, lack of good management, and the fact that most are private without the ability to obtain government assistance.
6. Other significant small water system problems include inadequate design, improper installation of facilities, deterioration of facilities, and lack of knowledgeable management.

WATER RESOURCES

Drinking water supply is vitally important in Pierce County. Major water sources include the Green River watershed and ground water in the Chambers Creek/Clover Creek basin. Currently both of these resources are being intensely studied for their capability of supplying future needs. This section briefly outlines Pierce County geology, ground water availability, quality, surface water, and legal rights to use the water.

Geology

The geology of Pierce County has been greatly influenced by glaciation. With the exception of the mountainous regions of eastern Pierce County, the area has been occupied by ice sheets from four different glacial periods. Most wells in these areas of the county use ground water from the most recent glaciation (the Vashon) and deposits from the previous glacial period (Salmon Springs).

The county can be divided into three main regions: western, central, and eastern. The western region consists of the lower Kitsap Peninsula and several adjacent islands including Fox Island. It is characterized primarily by low rolling hills which are remnants of the Vashon glacial period.

The geology of the central portion of the county is more complex. While the area is comprised mostly of a poorly drained glacial till, it is crossed by several well defined channels cut by glacial meltwater streams which left substantial deposits of coarse sands and gravels known as the Steilacoom gravels. This has resulted in rapid recharge in some locations. The central region is also interrupted by the Nisqually and the Puyallup Rivers which are responsible for extensive alluvial deposits in some areas.

Most of the ground water in the eastern region is located in those areas where the surface geology has been impacted by alluvial, volcanic mudflow or alpine glacial deposits. The northwestern portion of the region, the Buckley-Bonney Lake area, is predominantly made up of Vashon glacial materials deposited uniformly over the surface, with some broad areas of overlying volcanic mudflow.

Ground Water

For the purposes of this summary, the three major regions of the county will be divided into subregions based upon boundaries established in USGS water resource publications. Locations of these subregions can be identified by using Map 3:

Gig Harbor-Fox Island Subregion - The Gig Harbor-Fox Island subregion is covered by Vashon glacial till and some recessional outwash. Shallow wells in this area generally tap perched water (not connected to the water table) and usually provide small quantities. Deeper wells which penetrate the Vashon till draw from an aquifer which is at about sea level near the shoreline areas and at 50 to 150 feet above sea level further inland. Wells at these depths yield moderate amounts of water with few yielding more than 500 gpm.

Longbranch Peninsula Subregion - The Longbranch Peninsula subregion's surface geology is predominately Vashon till with a few areas of glacial outwash, particularly in the north. Ground water use is limited, consisting of shallow dug or drilled wells, few of which penetrate the till. Little is known about ground water occurrence in the subregion, but it is assumed to be similar to that in the Gig Harbor Peninsula-Fox Island subregion.

Fircrest-North Tacoma Subregion - The Fircrest-North Tacoma subregion is covered mostly by Vashon till with some areas of recessional outwash. Wells drilled to depths of 240 feet to 190 feet above sea level yield small to moderate amounts of water. At levels of 190 feet to 120 feet above sea level, a gravelly zone is encountered which can yield moderate to large quantities of water. Another zone at sea level to 100 feet below sea level yields moderate to large quantities of water.

Northeast Tacoma Subregion - The Northeast Tacoma subregion is primarily covered by glacial till with the exception of the Hylebos Creek Valley between Fife Heights and Edgewood. Most wells in this subregion tap aquifers in Vashon or Salmon Springs' deposits and yields are generally moderate. Moderate to large yields of water are obtained from deposits along the southern margin of the subregion.

Tacoma-Fort Lewis Subregion - The Tacoma-Fort Lewis subregion includes much of Tacoma and the unincorporated areas of Parkland and Spanaway. This subregion has large supplies of ground water. Much of the region is covered with the highly permeable Steilacoom gravels on top of Vashon and Salmon Springs' deposits. The deposits under the Vashon till demonstrate variable permeabilities, but large yields can be obtained.

Summit Subregion - The Summit subregion is covered predominately by poorly drained glacial till which may be as much as 200 feet thick. Wells must be drilled through this material to obtain appreciable amounts of water. Water bearing materials are encountered at a depth of about 250 feet above sea level on the west side of the subregion, about 300 feet above sea level in the mid-portion and 200 feet above sea level in the east portion. The yields in this area are generally quite low, but wells in the central portion of the subregion can produce moderate amounts of water.

Southern Subregion - The extensive southern subregion is covered by Steilacoom gravels and recessional outwash in the north and Vashon till in the south. Ground water use in this subregion has not been extensive and consequently, little is known about potential yields from deep wells in this subregion. Of the wells that penetrate the Vashon till, the most productive are those which tap the Vashon deposits with yields of up to 400 gpm.

Lower Puyallup Subregion - The lower Puyallup subregion is a portion of the Puyallup Valley trench extending from roughly Puyallup to Commencement Bay. It consists of alluvium ranging from a few feet to a hundred feet in thickness overlying a gravel deposit. Underneath the gravels is a thick, fine textured marine deposit which acts as a confining layer. Wells which draw from the aquifer in these gravels yield about 150 gpm. Wells penetrating the marine deposits have produced large quantities of

water with yields as high as 2,400 gpm. This subregion could be a source of much ground water in the future. However, caution should be taken in areas adjacent to Commencement Bay since saltwater and chemical contamination could be introduced by continuous heavy use and the resulting lowering of the water table.

Puyallup-Stuck Subregion - The Puyallup-Stuck subregion includes the broad lower Stuck River and upper Puyallup River trenches. In the Stuck Valley and the Puyallup Valley between Sumner and Alderton, the principal water bearing zone is coarse gravel and sand 80 to 100 feet below ground surface. An additional water bearing zone occurs in the Puyallup-Sumner area at a depth of about 400 feet. Quantities in this area can be moderate to large with yields as high as 2,400 gpm, but average yields are only about 285 gpm. In the area south of Alderton, average well depths are about 100 feet and yields average 140 gpm.

Lake Tapps Subregion - The Lake Tapps subregion is a broad rolling lowland covered by glacial till with pockets of glacial outwash. In the Buckley plain east of Lake Tapps, the Vashon materials were covered by a volcanic mudflow from Mt. Rainier with a depth of up to 75 feet. Wells in this subregion must penetrate the Vashon till or mudflow to provide moderate yields. In areas north of Fennel Creek wells drilled 100 to 400 feet deep yield as much as 200 gpm or more. Several communities have developed springs in this subregion which provide moderate amounts of water. Long-term continued use of the springs may be difficult unless the communities institute a resource protection program.

Foothills Subregion - Except for alluvial deposits in the river valleys, the foothills subregion has very little ground water available since consolidated rock formations are at or near the surface.

Surface Water

In the past, surface water and spring development have played an important role in Pierce County. Utilization of ground water has become increasingly important as drinking water supplies. Public water systems using surface sources include Buckley/Rainier School, Eatonville, Crystal Mountain, Tacoma, and McNeil Island. Springs are used by Bonney Lake, Carbonado, Fort Lewis, Mt. View-Edgewood, Orting, Puyallup, Sumner, Wilkeson, Kapowsin, and LaGrande.

The City of Tacoma utilizes 72 million gallons per day from the Green River. Water is taken from the river below Howard Hanson Dam and piped through Buckley and Bonney Lake to the city via the Alderton/McMilliam reservoir. Tacoma has been granted approval to divert additional water from the river, but that action is being appealed. (More complete discussion appears on page 28.) In addition to the Green River, the city operates a well field adjacent to the river. These wells are used to blend ground water with surface water during periods of low to medium turbidity, and as an alternate source during periods of high turbidity.

Three communities have experienced difficulty with watershed control related to their surface source: Buckley, Carbonado, and Eatonville. Carbonado is attempting to avoid watershed control problems through the construction of a water treatment plant. Eatonville is attempting to reduce its dependence on the Mashell River to meet peaking demands through water conservation.

Water Quality Concerns

This section contains a brief history of the concern about surface and ground water quality in Pierce County.

Growth in the unincorporated areas of Pierce County has depended almost entirely on the use of septic tank/drainfield systems for sanitary sewage disposal. This growth in areas such as the Chambers Creek/Clover Creek Drainage Basin, the South Hill of Puyallup, and the Lake Tapps area is taking place above the aquifers which provide those parts of the county with drinking water. The cities of Puyallup and Bonney Lake have constructed disinfection facilities at their springs in response to bacteriological contamination problems, and Sumner has experienced bacteriological contamination problems with its springs. Ground water contamination has also been documented in the Chambers Creek/Clover Creek Drainage Basin.

Chambers Creek/Clover Creek Drainage Basin Sewer - The Chambers Creek/Clover Creek Drainage Basin contains a population estimated to be 150,000. The densely populated portion of this basin is underlain by a soil described as "excessively permeable". Drinking water is provided by 170 public water systems and an estimated 9,000 individual water systems. All of these water systems utilize ground water sources located within the basin.

Evidence of ground water contamination began appearing within the populated portions of the basin as early as the 1940's, which resulted in the formation of the Lakewood Water District. In response to the problem of sewage disposal, a number of sewer districts were formed, but were unable to obtain enough public support to finance the construction of sewage collection and treatment facilities.

The Washington State Department of Ecology (WDOE) began in the late 60's to urge the Pierce County Commissioners to resolve the basin's sewage disposal problems. Pierce County adopted the Chambers Creek/Clover Creek Basin Sewerage General Plan in 1969. This plan outlined the facilities which would be required to properly sewer the basin. An attempt to finance the facilities failed in 1971.

The WDOE then placed a ban on the installation of new septic tank/drainfield systems within the basin. Any new construction in the basin was required to provide tertiary treatment prior to discharging its sewage into the ground. Pierce County Commissioners in 1973 established Utility Local Improvement District (ULID) 73-1 to finance the construction of sewage collection and treatment facilities for a portion of the basin. The WDOE ban was modified to allow county operated community on-site sewage disposal systems, and then later revised to allow individual on-site systems.

In 1979, the future of the county's sewer project appeared uncertain. Legal problems delayed the project initially and eventually led to funding problems due to inflation. Local and state regulatory agencies became concerned about the impact the existing and proposed interim community on-site sewage disposal systems would have upon the aquifer should the sewer project not be completed. These same agencies were also concerned regarding their ability to properly interpret and implement the requirements of WAC 248-96 for on-site sewage

disposal systems. These concerns prompted the state agencies to incorporate land area requirements into design of interim community on-site sewage disposal systems. Concurrently, the Tacoma-Pierce County Health Department developed and implemented a standardized method to determine minimum lot size requirements for individual septic tank/drainfield systems. However, the new land area requirements conflicted with the past growth and land use policies of the county.

State Water Quality Studies - In response to concerns regarding a lack of documented water quality problems, the Washington State Department of Social and Health Services (DSHS) initiated a study to evaluate existing water quality information available from the basin. This study, released in 1980, concluded:

1. The major aquifer within Chambers Creek/Clover Creek Basin is environmentally sensitive and subject to contamination.
2. Ground water quality within the aquifer has been significantly affected by urbanization.
3. Water quality deterioration is occurring at a significantly higher rate as a result of increased urbanization.
4. There is a need to implement protective measures regarding ground water within the aquifer if current utilization of the aquifer is to continue.

The 1980 DSHS study recommended that a field survey be conducted as soon as possible so that a clear picture could be presented regarding the current levels of contamination within the aquifer system. It should be noted that the results of this and the 1981 survey have been criticized by a number of private consultants.

In 1981, DSHS initiated a field survey to evaluate present water quality conditions (as opposed to the 1980 study which utilized previous sampling records). This survey had the following major conclusions:

1. A significant number of sampling sites within the basin showed levels of bacteriological contamination sufficient to constitute a potential health hazard.
2. The results of the survey were unable to define an imminent health hazard of a chemical nature.
3. The areas of the basin affected by deteriorating ground water quality were significantly larger than indicated by previous studies.
4. The most obvious and most probable causes of contamination within the basin are those associated with increasing urbanization.
5. A more complete understanding of the aquifer system is necessary to determine cause/effect relationships (such as impact of sewers).
6. Alternative programs for the management of activities impacting the aquifer systems should be evaluated.
7. An ongoing water quality monitoring program should be initiated.

Additional water sampling conducted upon completion of the 1981 field survey, has discovered the presence of significant amounts of organic solvents in water produced by three of the largest wells in the basin. The variety of commercial and industrial activity (both past and present) near these wells is making it extremely difficult to determine the contamination sources. All three wells have been taken out of service on a voluntary basis.

Other Quality Concerns - Another ground water quality problem existing in Pierce County is salt water intrusion. Salt water intrusion can be caused by: 1) tidal fluctuations, 2) variations in the seasonal water table, 3) excessive withdrawals of fresh water, and 4) a combination of the other three. No matter what the cause, its presence is an indication that ground water is unable to support the population located above. Treatment is possible, but extremely sophisticated and expensive.

Naturally-occurring ground water quality problems also exist in Pierce County. Iron and manganese are commonly found in wells drilled in the Puyallup River Basin, the Steilacoom area, and some areas of the peninsula. While these contaminants are normally not considered to be of public health significance, they do create aesthetic problems, such as staining and taste. The amount of iron and manganese in drinking water can be reduced by a variety of treatment techniques. The larger systems within the county are often able to blend waters together and successfully reduce the concentrations of iron and manganese.

Water Quality Management Plans - In 1974, Pierce County completed water quality management plans for the Nisqually, Chambers Creek/Clover Creek, and Puyallup Drainage Basins. These plans were prepared in response to the Clean Water Act (PL 92-500) and focused their attention on surface water quality. The plans were facilities-oriented and attempted to accommodate proposed land use within Pierce County through the construction of conventional sanitary sewerage facilities. The plans also considered the problem of non-point pollution sources, such as storm water runoff, but did not attempt to provide specific solutions to this problem.

These plans did not evaluate the potential for ground water contamination from storm water injection, industrial and commercial activity, hazardous and solid waste disposal, interim on-site sewage disposal, and land use practices. In addition, the alternative of using regulatory controls, rather than costly treatment facilities to deal with prevention of ground and surface water contamination was not evaluated.

Water Rights

The 1917 and 1945 State Water Codes declare that surface and ground water in Washington State is public, and therefore its use is controlled by a permit from the State. Water is allocated to various users based on the concept of "first in time, first in right". Any person or entity which contemplates using any surface water or using ground water in amounts of over 5,000 gallons per day or for irrigation of one-half acre must apply to the Department of Ecology for a permit to withdraw the water. The permit does not guarantee water availability, but rather gives the person or entity a priority date for use of a certain amount of water for a specific purpose at a given location. Once the permitted source is fully put to use, a water right certificate is issued.

Chart 2 lists average and peak water consumption for the larger Class 1 systems in Pierce County. Comparing existing and projected water use with water rights issued by the Department of Ecology indicates that total yearly water usage is less than the water rights allocated to these larger water systems. However, it appears that several water systems may be using more water than they have obtained water rights for (Buckley, Carbonado, and Puyallup).

The future water right situation for the City of Tacoma is unclear. Tacoma currently holds a claim (that pre-dates the State Water Code) for 400 cfs of water from the Green River. The water right claim may eventually be adjudicated through Superior Court. Adjudication is a process for legally sorting out who has what water rights. It may take ten to fifteen years to resolve the situation on the Green River. Tacoma currently diverts 112 cubic feet per second (72.41 MGD). They were recently issued an additional 100 cubic feet per second "interruptible supply" water right which is being appealed by the Department of Fisheries, Department of Game, and the Northwest Steelhead Council.

Tacoma has recently completed a water system plan which has assessed future needs of a region consisting of major portions of Pierce County as well as Southern King County. That plan is presently being supplemented to qualify as documentation for requesting reservation of additional water supply for Pierce County water systems. Reservation is a procedure to insure that enough water is set aside to meet long-term drinking water needs of a region. Once reservation is attained, water rights will be issued out of that "pool" which will have an early priority date, thus ensuring the availability of water.

CHART 2

WATER CONSUMPTION AND WATER RIGHTS FOR
LARGER PIERCE COUNTY WATER SYSTEMS

System	Average Water Demand (MGD) ¹			Peak Water Demand (MGD)			DOE Water Rights (MGD) ²	
	1980	1990	2000	1980	1990	2000	Ave. (Annual)	Peak (Instant.)
Bonney Lake	1.25	1.62	2.79	3.50	4.53	7.81	3.21	6.31
Carbonado	.06			.12			.06	.06
Eatonville	.45			1.25			1.18	3.85
Fife	.42			.82			1.32	1.53
Fircrest	.72	.79		3.25	3.56		3.57	7.66
Firgrove Mutual	.42			.99			3.30	6.89
Fruitland Mutual	.50	.99 (1995)					2.36	4.38
Gig Harbor	.39		.70	1.12		2.00	1.37	1.91
Lakewood W.D.	7.80	9.17 (1991)	10.15 (2001)	20.98	24.57 (1991)	27.20 (2001)	43.46	58.29
Milton	.43	.65					3.67	4.92
Mt. View - Edgewood	.88	1.12		1.28	1.62		2.16	2.36
Parkland	1.90	2.29		3.70	4.44		12.06	25.31
S. E. Tacoma Mutual	.96	1.09	1.28	2.50	2.83	3.32	4.54	6.39
Spanaway	1.47			3.27			2.03	10.40
Steilacoom	.49			1.40			2.49	4.20
Summit	.72			1.75			3.70	5.95
Sumner	.64			1.27			2.42	5.48
Tacoma ³	80.17	122.75	162.25	126.61	192.71	254.73	175.36	272.74
Puyallup ⁴	2.53	3.54 (1985)	4.93	6.74	9.41 (1985)	13.11	2.18	3.10
Orting	.29			.40			.33	.72
Buckley ⁵	.38			1.15			.16	1.94

¹ The 1980 water demand information is taken from DSHS WFI records. Future projections are based on DSHS records of county-wide per capita consumption multiplied by the estimated number of people to be served in 1990 and the year 2000. The population projection figures are from individual water system plans.

² Existing water right figures were taken from a Recorded Water Rights printout received from DOE dated 2/17/82 and including both ground and surface waters.

³ The water rights information for Tacoma included ground water rights for University Place, a 112 CFS claim from the Green River, and a 100 CFS permit recently granted but currently under appeal. Future water demand based on projections of population in Tacoma Water System Plan.

⁴ Puyallup water right information does not include surface water, which was not available in DOE printout.

⁵ No average annual surface water figure available from DOE printout.

The following statements briefly summarize the water resources section of the Preliminary Assessment.

Geology

1. The geology of the central portion of Pierce County is complex and difficult to document. There are large areas of poorly-drained glacial till crossed with channels of coarse sands and gravels.
2. Eastern Pierce County's surface geology has been impacted by alluvial, volcanic or alpine glacial deposits. Western Pierce County consists of low rolling hills remaining from the Vashon glacial period.

Ground Water

1. The Gig Harbor and Longbranch Peninsula areas yield moderate amounts of water from wells ranging from sea level to 150 feet above sea level in inland areas.
2. Central Pierce County uses ground water extensively. Yields are unpredictable, with the greatest amounts documented in the Tacoma-Fort Lewis and the Lower Puyallup River portions of the area.
3. Eastern Pierce County generally yields only moderate amounts of ground water - mostly in the river valleys and very little in the foothills due to bedrock.

Surface Water

1. Except for Tacoma, surface water use for drinking water is becoming less and less important in Pierce County.
2. Tacoma plans to utilize additional surface water from the Green River in conjunction with ground water from near the river and the Chambers Creek/Clover Creek Drainage Basin.

Water Quality

1. Early water quality planning called for sewerage facilities - generally ignoring ground water contamination from other than sewerage and potential to avert contamination through development controls.
2. Ground water contamination has been documented in the Chambers Creek/Clover Creek Drainage Basin. It is related to urbanization and deterioration of the ground water appears to be increasing as urbanization increases.
3. Public financial support for sewers has repeatedly been sought but never authorized until Pierce County established a ULID in 1973.

Water Rights

1. Total county water use is less than the amount of water rights acquired by the major water systems. However, several individual water systems are using more water than they have rights for.
2. Pierce County water systems are pursuing reservation of additional quantities of water to meet the area's future needs.

GROWTH

Population

Pierce County experienced a 1.65% yearly increase in population during the 1970's. More significantly, unincorporated Pierce County experienced a similar increase with significant growth occurring in the South Hill, Bonney Lake-Lake Tapps, Spanaway, and Gig Harbor Peninsula areas. This growth has been the result of the general economic growth experienced in the Puget Sound region during the past decade. Based on recent population and employment projections, it is anticipated that these growth trends will continue into the next decade; although the distribution of population throughout the county may be altered somewhat due to the adoption of the County-wide Growth Management Plan in 1983.

Chart 3 depicts past population growth (1970-1980) and population projections to the year 2000 by area, based on past trends and existing land use plans. The geographical coverage of each area is shown on Map 2.

Growth Management Plan

In 1980 a new County Charter was approved by Pierce County voters which changed the structure of county government from a three commissioner system to a seven member council and elected executive format. The Charter also included a provision that a growth management plan be prepared for the unincorporated areas of the county, and be presented to the County Council in January 1983.

The plan, which will include land use, circulation and capital improvement elements, is currently in the process of being developed. When completed, it will replace the County Generalized Comprehensive Plan, and will incorporate provisions of the existing area plans. The plan thus will become the land use policy guide which will direct the anticipated growth of the county during the next ten years.

It is anticipated that the availability of utilities will be one of many land use determinants considered in the plan.

Annexation of Additional Area

Growth of city population and area is related to its annexation policies: If a city has an aggressive annexation policy, it may undergo significant growth in a short period of time. Pressure to annex unincorporated areas around cities and towns usually occurs when property owners desire to obtain municipal services, such as water. Thus, annexation policies can have a direct bearing on a water system's ability to extend outward to meet additional service demands, contribute towards service area conflicts, and result in different levels of service depending on design of existing systems.

Many of the cities in Pierce County have annexed territory in recent years. However, Tacoma is the only one operating with an adopted annexation policy, and Puyallup currently has a draft policy under consideration. It is anticipated that the County-wide Growth Management Plan will recommend that annexation policies be adopted by Pierce County in conjunction with the cities and towns, so that the Boundary Review Board which authorizes annexations is provided with overall guidance and consistency.

Chart 3

Puget Sound Council of Governments
POPULATION AND EMPLOYMENT FORECASTS BY SMALL AREA
PIERCE COUNTY, 1980-1990-2000
April, 1982

Area		Population			Employment ¹		
1980 Census Tract	Allocation District	Census 1980	Forecast 1990	Forecast 2000	Inventory ² 1980	Forecast 1990	Forecast 2000
719.02 720 721.01-.04	0100 Lakes	38,349	42,956	48,367	4,451	5,526	6,519
718.01-.02 719.01	0200 Lakewood	21,099	22,699	23,728	8,934	12,831	16,543
715.01-.02 716 717	0300 Parkland	29,694	33,269	39,458	5,456	8,337	11,034
714.01-.02	0400 Spanaway	15,958	20,463	26,165	1,522	3,344	5,024
731.01	0500 South Hill	9,316	17,997	30,018	773	1,709	3,150
713.01-.02	0600 Midland	13,865	16,953	20,721	1,013	2,183	3,578
702 704	0700 Orting/Buckley	13,649	17,399	20,730	2,306	3,202	4,197
703.01-.02	0800 Bonney Lake	15,482	26,273	36,935	252	956	1,716
706 733	0900 Sumner	6,407	7,048	7,550	2,273	3,485	5,017
710 711	1000 Lidford	8,078	8,978	10,113	358	914	1,404
705 712.01-.02 714.01-.02	1100 Puyallup	33,954	41,369	53,027	6,338	13,035	17,301
707.01-.02	1200 Milton/Edgewood	12,181	16,123	21,547	889	1,681	2,609
618,619,620 621,622,623 624,625,631 632,633,634 635	1300 SE Tacoma	56,427	59,474	60,769	6,614	8,207	9,381
626,627,628 629,630	1400 So Tacoma	16,925	18,789	20,611	12,343	14,613	16,687
723.01 723.03-.04	1500 Fircrest	26,925	29,183	31,934	3,305	4,929	6,713
603 609.01-.02 610 735	1600 West End	25,021	25,925	28,113	3,993	4,860	6,168
604,605,606 607,608,611 612,613,617 614,615	1700 North End	45,815	46,936	48,773	9,845	11,244	13,215
616.01-.02 602	1800 CBD	8,731	9,924	12,559	25,699	31,200	36,281
709	1900 Port 2000	831	518	630	16,257	20,003	23,522
601,708	2100 Rife	3,784	4,289	4,916	3,890	6,335	9,157
624.01-.02 725,725.99	2200 NE Tacoma Gig Harbor	6,189	10,402	11,900	436	1,191	2,193
726 727 701 728 730 732 731.02	Longbranch McNeil Is. East County DuPont Roy/McKenna Eatonville Graham	5,402 423 1,117 595 5,848 3,083 9,271	8,500 400 2,000 700 7,100 3,800 12,700	11,200 400 2,600 800 8,700 4,300 14,939	357 102 --- 155 181 611 235	450 100 40 500 300 720 390	600 100 100 1,000 600 900 700
729	Fr. Lewis/ McChord	29,506	30,000	30,000	42,393	42,400	42,400
TOTALS		485,443	572,345	668,460	163,686	208,741	253,309

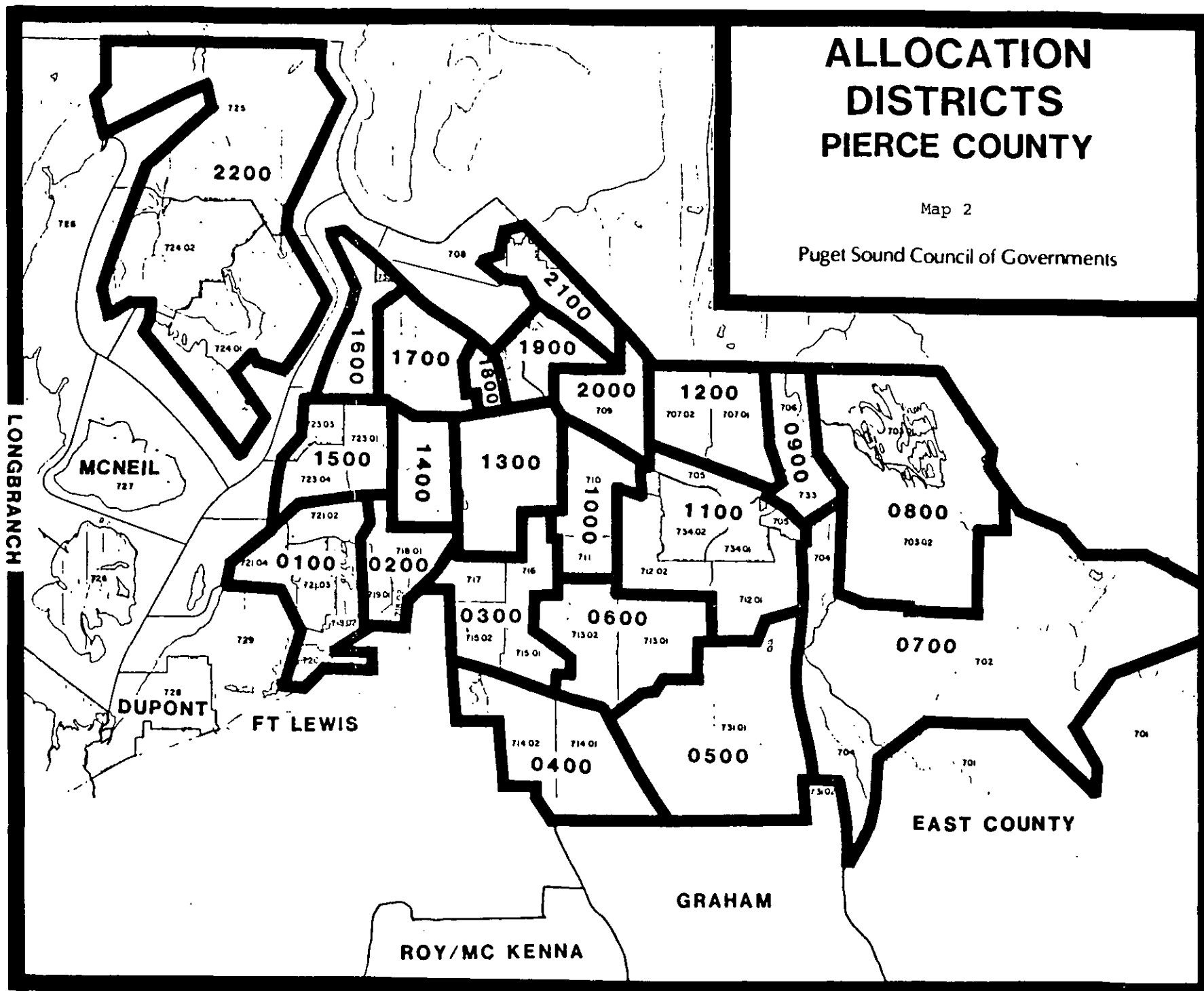
¹Total Employment is the total of wage and salary jobs in the following industry sectors: manufacturing, wholesale trade, transportation, communications, utilities, retail trade, finance, insurance and real estate, services and government (including military).

²See Employment Estimates 1980, Central Puget Sound Region, PSCOG, November, 1981.

ALLOCATION DISTRICTS PIERCE COUNTY

Map 2

Puget Sound Council of Governments



The following statements briefly summarize the growth section of the Preliminary Assessment:

Population

Pierce County has grown rapidly - approximately 1.65% yearly during the 1970's. Growth has been centered around Gig Harbor, Spanaway, and south and east of Puyallup.

Growth Management Plan

A growth management plan to guide Pierce County growth during the next ten years is currently underway. It will be completed in 1983.

Annexation

Tacoma is the only city in the county with a policy addressing annexation - although Puyallup is currently in the process of establishing a policy. Pierce County does not have any formal annexation policies.

STATUS OF PLANNING

This section discusses land use and water system planning in order to identify what planning has taken place and evaluate how utility and land use planning relate to each other.

County Land Use Plans

Land development in unincorporated Pierce County is currently governed by several land use plans and regulatory codes.

A generalized comprehensive plan covering all of unincorporated Pierce County was adopted in 1962 to provide general land use policy. This plan designates twelve land use categories throughout the county and states broad objectives for each land use designation. The plan does not include a utilities element and does not address the availability of utilities as a land use determinant.

The plan is implemented by a county-wide zoning ordinance which was also adopted in 1962 and has since been amended several times. The ordinance includes a broad range of residential, commercial, and industrial zones, as well as a general use zone which covers a large portion of the suburban and rural areas of the county.

The permissiveness and the extensive area of coverage of the general use zone has resulted in less than desirable development patterns in some areas of the county. As a result, beginning in the late sixties and early seventies, there began a great deal of public demand for land use plans for those areas of the county which had begun to experience uncontrolled development.

The first such plan, the Lakes District Plan, covering the suburban Lakewood area was completed in 1967 and later amended in 1974. Since then, area plans for the Gig Harbor Peninsula and Parkland-Spanaway areas have also been adopted; and plans for Puyallup-South Hill and the Puyallup Valley are currently in progress with adoption anticipated in the near future. A short range interim land use policy was also adopted in 1977 for the Bridgeport Way Corridor.

The above plans with the exception of the Gig Harbor Peninsula Plan are implemented primarily via the 1962 zoning code. The Peninsula Plan which is based on natural systems and performance standards is implemented by a separate development regulation.

Following is a summary of each plan's policies relating to water utilities:

Generalized Comprehensive Plan

None

Bridgeport Way Corridor, Interim Policy

None

Lakes District Comprehensive Plan

The plan contains no utility policies, but notes that the area has ground water of excellent quantity and quality and adequate facilities have been provided for water service and fire protection.

Gig Harbor Peninsula Comprehensive Plan

1. Permits development only when adequate water supplies and sewage disposal systems are available so that the ground water quality will not be endangered.
2. Provides for construction of sewer or water systems only after careful consideration of whether these decisions will stimulate or discourage the development of designated open spaces and natural areas.
3. (Urban Environment) Suggests study and identification of the extent of the usable ground water supply of the peninsula.
4. (Urban Environment) Requires water use and supply plans prior to development.
5. (Residential Environment) Permits development only when adequate water supplies and quality are available under federal, state, and local standards.

Puyallup Valley and South Hill Comprehensive Plans (Proposed)

The plan states that the county should encourage and aid in the consolidation of small private water systems. It further recommends that:

1. All water systems in excess of ten (10) service hookups should be encouraged to meter and document water usage at the source.
2. All community water systems should be encouraged to cooperate in upgrading facilities to provide adequate water distribution, pressure, storage, and treatment for domestic use and fire protection.

Parkland-Spanaway Comprehensive Plan

1. Allows development only in those locations where environmental quality can be assured.
2. Prohibits discharge of damaging pollutants into surface or ground water.

Other Plans and Ordinances

Pierce County has also adopted a Shoreline Master Program in compliance with the Shoreline Management Act of 1971. The Master Program contains policy as well as implementing regulations and serves as the primary planning tool for those shoreline areas which are subject to the Shoreline Management Act.

In addition to the existing comprehensive plans, the Shoreline Master Program and the county-wide zoning ordinance, Pierce County currently administers several other plans and codes related to land development and land use planning.

These include the subdivision, building, and fire codes, various basin drainage plans, regulations for on-site sewage disposal, the County Parks Plan, a solid waste management plan, and the county-wide six year road program.

The subdivision code requires that developers of subdivisions and short subdivisions must demonstrate to the satisfaction of the health department that water can be adequately supplied to the development.

Among other things, the fire code establishes minimum water flows for fire fighting for any proposed subdivision, commercial or industrial structure, and in some cases, short subdivisions. The code also requires that new water systems or new additions to existing systems which will serve ten or more family dwellings or other customers, shall be required to install mains in compliance with the provisions of the fire code even if the development is exempt.

Water System Planning

Seventeen water utilities in Pierce County are required to comply with the planning requirements of the "Rules and Regulations of the State Board of Health Regarding Public Water Systems". Currently, eleven water utilities are in compliance, while four other utilities have plans in various stages of review. Two water utilities have yet to make any attempt to comply with state planning requirements. Chart 4 indicates the present planning status of Pierce County's larger water utilities.

CHART 4: WATER SYSTEM PLANNING STATUS

SYSTEM	NUMBER OF SERVICES	LAST PLAN APPROVAL	PLAN UPDATE REQUIRED	COMMENTS
Bonney Lake	3,760	3/27/81	3/27/86	
Buckley	946	8/22/73	-	
Fife	264	*	-	*Plan submitted
Fircrest	2,155	*	-	*Plan submitted
Firgrove Mutual	1,317	12/12/78	12/12/83	
Fort Lewis	6,075	12/26/78	12/26/83	
Fruitland Mutual	2,042	*	-	*Plan submitted
Gig Harbor	750	1/15/82	-	
Lakewood	12,840	5/18/81	5/18/86	
McChord	1,100	-	**	**Plan overdue
Milton	1,810	*	-	*Plan submitted
Mountain View Edgewood	2,200	3/04/80	3/04/85	
Orting	838	11/05/76	-	
Parkland	4,600	11/29/79	11/29/84	
Puyallup	6,385	3/24/77	3/24/82*	*Update in Progress
South East Tacoma	2,458	6/26/81	6/26/86	
Spanaway	3,357	11/16/78	11/16/83	
Steilacoom	1,441	4/06/70	**	**Plan overdue
Summit	3,553	11/16/78	11/16/85	
Sumner	1,825	*	-	*Plan submitted
Tacoma	70,736	3/06/81	3/06/86	

NOTE: WAC 248-54-580 requires all water systems with 1,000 or more service connections to prepare plans and submit them to DSHS for review and approval.

A review of these plans reveals that a majority of the water utilities in Pierce County have focused their attention on providing adequate facilities and meeting water quality standards. The water system plans generally indicate that the utilities have reacted to local conditions in preparing their plans, rather than utilizing their planning processes to assist in the formulation of state and local policies. Most water utility plans in Pierce County have yet to consider the impacts that state water resource management programs and county growth policies may have upon ground water. In addition, the plans indicate that the water utilities have had only limited success in communicating with their neighbors. Formalized service area agreements, as well as proposals to share future facilities, have not been considered in the plans.

The larger water utilities in Pierce County have difficulty establishing a minimum level of water service within their service areas. The problem stems from a lack of coordination between existing land use plans and commercial fire flow requirements. The existing land use plans do not consider building size or construction techniques which are factors used by the county to determine its fire flow requirements. The flexibility of local land use plans allows developers to construct a variety of projects on a given building site with each project having different fire flow requirements. The water utilities are being asked to increase their level of service by re-designing their systems to meet the variety of demands being placed on them.

Tacoma Water Plan

In 1980, the Water Division of the City of Tacoma completed its Water System Plan. The study area includes most of the developed land in Pierce County. The plan addresses a number of water resource topics of concern, primarily Tacoma's water right status, the proposed second diversion of the Green River, and the Department of Ecology's Water Reservation Program. The Tacoma Plan also identifies additional studies which will be required to develop and implement a Water Resources Development and Management Plan. Topics to be investigated include: surface water allocation, source and storage development; ground water optimization; and inter-local agreements.

County Water Plans

In 1969, at the request of the Pierce County Commissioners, the Water Division of the City of Tacoma developed a plan entitled "A Comprehensive Water Supply Study and Plan for Pierce County and Vicinity". This plan determined that:

1. a supplemental source of water, in addition to ground water, was required to fully develop the area;
2. contamination of the shallow ground and surface waters was occurring; and,
3. a coordinated water supply plan and development program was required.

The plan called for Pierce County to coordinate future water system planning and to upgrade existing facilities by utilizing the provisions of the County Services Act. In 1972, a plan entitled "Comprehensive Water Plan for Rural Pierce County, Washington" was prepared for the Pierce County Commissioners. The purpose of the 1972 plan was to inventory existing water systems in the outlying areas of Pierce County and set forth a comprehensive plan for their development. For various reasons, neither plan has been put into effect.

Since 1972, Pierce County has reduced its direct involvement with respect to water system planning. The county, however, has continued to establish policies which determine how and where growth will occur. These policies are outlined in studies such as land use plans, sewerage plans, and basin water quality management plans, as well as in regulations such as minimum standards for fire flows and the Class IV public water system ordinance. Most of these activities were undertaken independently of one another over a period of several years.

The following statements briefly summarize the planning section of the Preliminary Assessment:

Land Use Planning

1. Pierce County is utilizing a 1962 comprehensive plan which has been updated by several plans for specific areas.
2. Only three of six county land use plans address provision of water service. These three include very generalized policies related to water supply.
3. Pierce County has adopted a fire code establishing minimum flows and main sizes for new development.

Water System Planning

1. Of seventeen water systems required to have water system plans, two have yet to submit plans for approval.
2. Most water system plans do not address major, areawide issues such as source protection, service area agreements, and compatible design standards.
3. Water system plans have been hampered in their effort to provide for adequate water service by the lack of consistent and coordinated county policies affecting development and giving direction to water system expansion.
4. The 1969 and 1972 regional water plans acknowledge the need to protect ground water sources and to coordinate water utility expansion.
5. Tacoma's water system plan has taken a significant step in identifying a list of topics needing further investigation in order to implement a water resource development and management plan.

SERVICE AREAS

Planning Areas

In their Water System Plan, utilities must designate the area into which they will expand and indicate how they will meet their responsibility for providing water service to that area when it is requested. A recommended arrangement of needed water system facilities is then formulated and specific improvements are scheduled. Since there is no formal mechanism to keep track of future service areas, overlaps sometime occur, competition ensues, and the integrity of the plan is lost. This usually results in inefficient service to customers. Map 1 shows service areas of the larger systems in the central portion of Pierce County, where many systems lie in close proximity to each other. The map does not identify service areas of the Class 2, 3, and 4 water systems, many of which are surrounded by a larger system.

Several of the large water systems in central Pierce County have overlapping planning/future service areas. For example, Fife's service area overlaps with portions of Tacoma's, Milton's, and Puyallup's. Fruitland Mutual Water Company's overlaps with Puyallup, and the company presently provides service within the city itself. Some water systems, like Sumner, have projected their service area into territory where existing systems presently serve.

Other parts of the county generally do not have water systems with overlapping service areas. Eatonville, Orting, and Ashford Water District are relatively isolated. Lakewood Water District is surrounded by Fort Lewis, McChord, Tacoma, and Steilacoom, leaving it no territory for expansion. Gig Harbor has taken a different approach. While not projecting service outside city limits, the town has water available which can provide fire flow needs - if an area annexes to the town. But if Gig Harbor annexes territory, it will enter the service area of Harbor Water Company.

Some water utilities, such as Harbor Water Company and Richardson Water Company, have numerous smaller water systems (satellite systems), scattered throughout developed "pockets" of Pierce County. This presents a confusing situation regarding water system plans and service areas.

Of the over 60 water systems in the vicinity of Tacoma, the only known service area agreement was recently established between Milton and Fife.

Tacoma Service Area

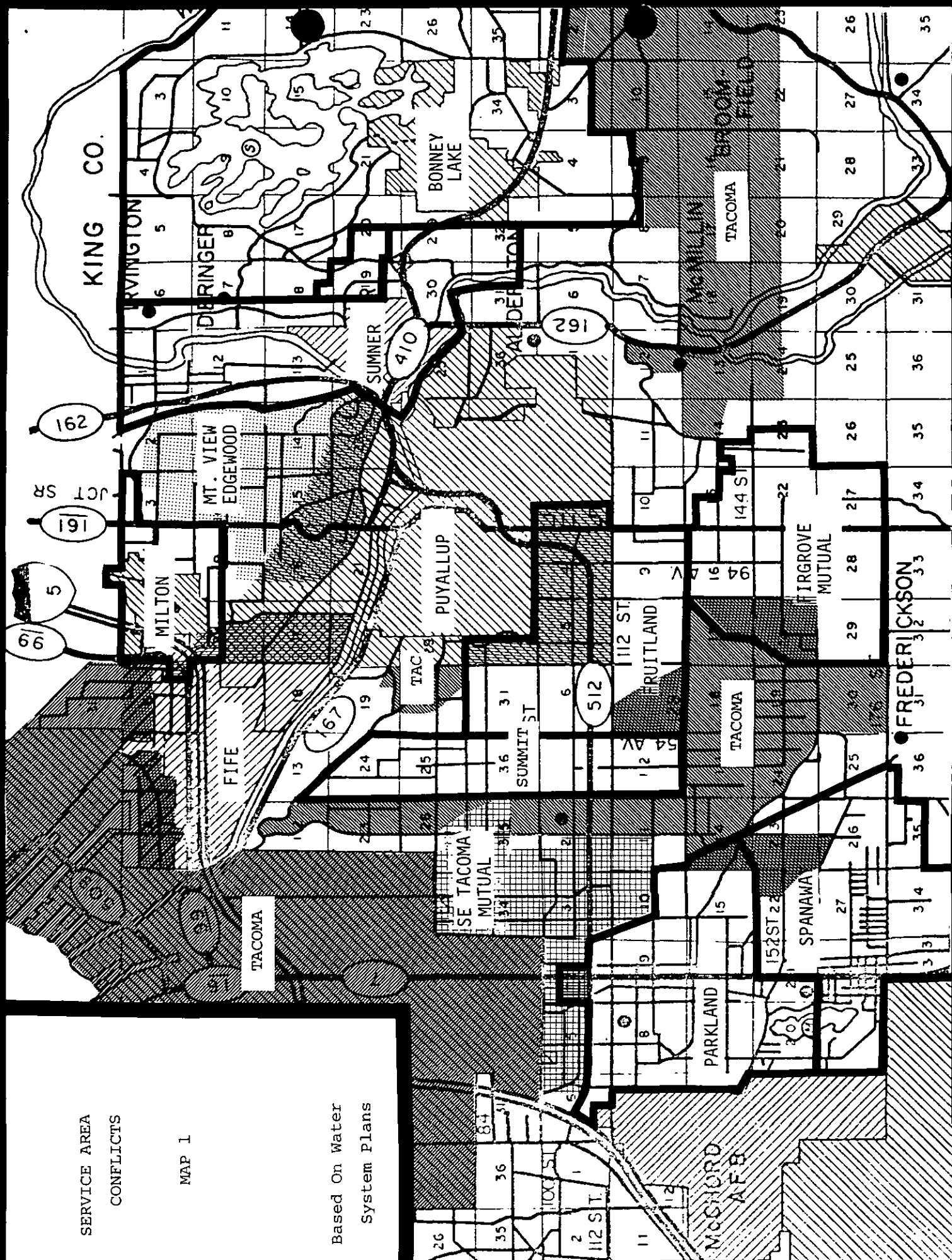
The concept of service areas was addressed by the City of Tacoma in its 1980 Water System Plan. In that plan, a study area boundary was identified which included portions of King County, as well as all of the urban/urbanizing area of Pierce County as determined by the Puget Sound Council of Governments (Map 4). This large study/service area was primarily designated for the purpose of projecting future water source needs. Tacoma proposes to establish master agreements with both King and Pierce Counties which would outline conditions upon which the city will provide wholesale water service to other systems within this area. Retail service requests are dealt with in accordance with the City of Tacoma's standard criteria and rate structure, upon approval of the Public Utility Board.

Tacoma has a formal but generalized service area agreement with Seattle which identifies South 272nd Street as the boundary between their potential service areas. Also related to this agreement is the provision for an intertie between Tacoma and Seattle for temporary source and for emergencies.

SERVICE AREA CONFLICTS

MAP 1

Based On Water
System Plans



Franchise Areas

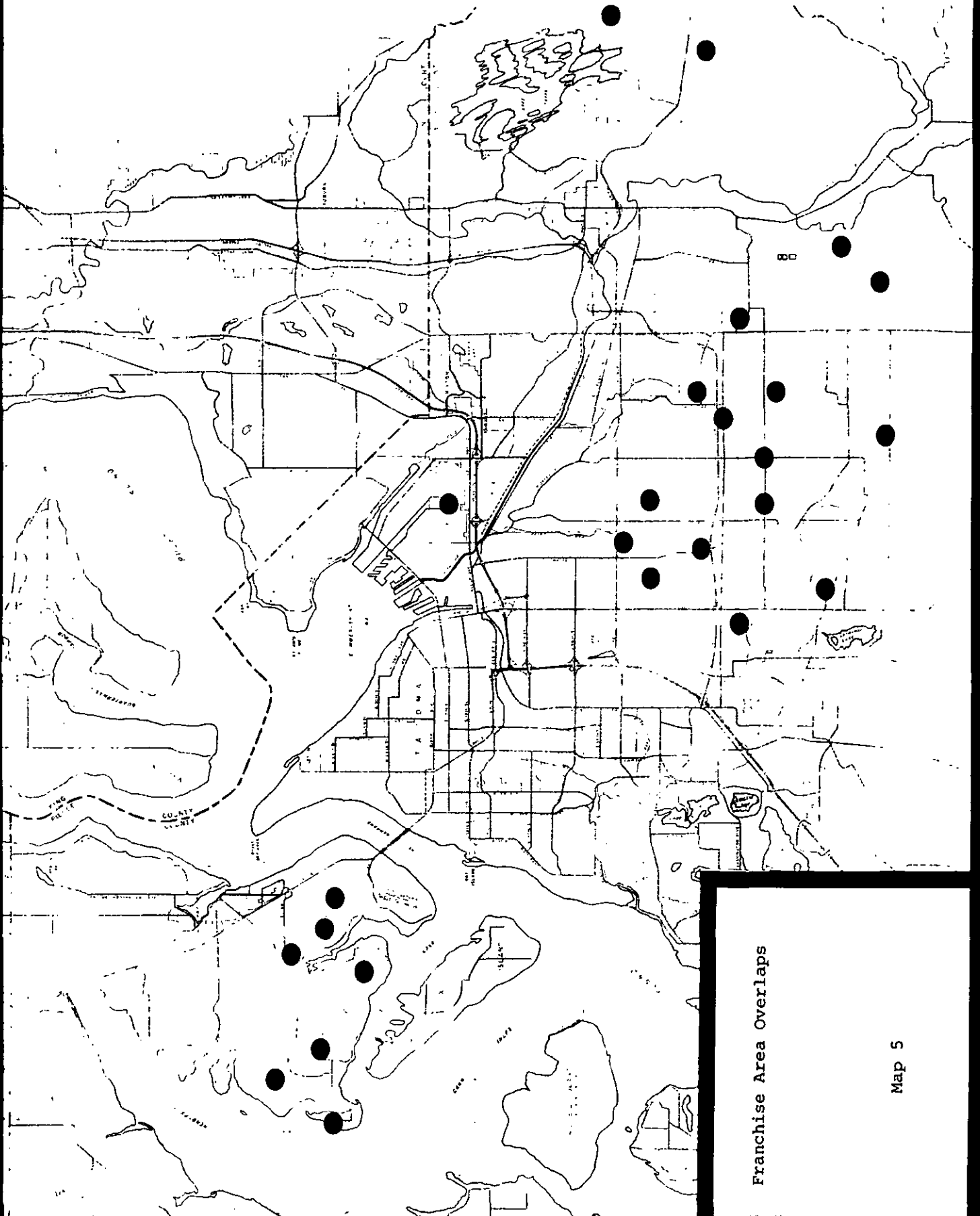
Pierce County issues franchises to water systems for the purpose of utilizing county rights-of-way for pipe. These franchises are not exclusive and can be given to several utilities in the same area. Usually, overlapping franchise areas indicate that more than one water system has service available in a given area. Again, the situation arises where competition could occur, resulting in duplication of service and inefficiencies. Map 5 shows the general location of franchise area overlaps obtained from official franchise maps of the Pierce County Public Works Department. Overlapping franchise areas are concentrated in two parts of the county: 1) the Gig Harbor Peninsula, and 2) the central portion of Pierce County.

Richardson Water Company has large franchise areas on the Gig Harbor Peninsula. This is for expansion purposes, but they surround or overlap other water systems. Tacoma provides water to many small developments along its pipeline route from McMillin Reservoir to the city, which passes through several established water system service areas.

Service Area Concerns

Most of urban Pierce County is served by existing water systems, or water service is planned through future service areas identified by larger systems in their plans. However, a few areas rely predominantly upon very small water systems or individual wells. These include the southern portion of the Puyallup River valley between Tacoma and Puyallup, and the area south of Midland. As these areas become more urban in character, it will be difficult to develop formal service areas.

Many water utilities hesitate to establish high levels of water service because they may have problems maintaining that level of service within their franchise or service area. Pierce County does not have minimum water system design standards or exclusive water service areas. Thus, new water systems may be built within existing franchise service areas which may not provide the level of service ultimately required for the future development of the area. Existing water utilities sometimes find themselves competing with neighboring water systems to provide water service to new developments located along their borders. As a result, water utility managers in Pierce County have been required to spend great amounts of time attempting to protect and maintain the level of water service within their franchise service areas, only to achieve limited success.



Summary

Section 5 - Service Areas

The following statements briefly summarize the service area section of the Preliminary Assessment:

Planning Areas

1. Many water systems, especially in the central portion of Pierce County, have overlapping service areas identified in their plans.
2. Of over sixty large systems in the urban portion of the county in close proximity to each other, very few have formal service area agreements designed to avoid duplication of service.

Tacoma Service Area

Tacoma has identified a large service area - mainly to evaluate future water source. A program for wholesale water service in their area is being developed by the city consistent with county guidelines.

Franchise Areas

1. County franchise areas, which are not exclusive service areas, also have many overlaps.
2. Water systems often hesitate to invest in facilities to provide high levels of water service within their franchise or service area due to the possibility that another system may establish service in the same area.

Other Concerns

A few areas in Pierce County are basically unserved by larger water systems. As small water systems or individual wells establish themselves with minimal standards, it will be harder to upgrade water service in the future.

CONCLUSIONS AND RECOMMENDATION

Conclusions

The following general conclusion statements are based on discussion presented in the Preliminary Assessment. They were derived from Sections 1 through 5 which evaluate water systems, water resources, and planning in Pierce County, and are organized according to the three categories of problems indentified in the Public Water System Coordination Act:

Water Quality

1. Most of the larger water systems have adequate water quality monitoring programs, but smaller systems have exhibited poor water quality control.
2. Every water system in the Chambers Creek/Clover Creek Drainage Basin is very concerned about future water quality of the aquifer.
3. Due to land use practices, drinking water quality has been shown to be deteriorating to the point that it is a public health concern - particularly in the Lakewood and shoreline areas.
4. A major identified need is for a coordinated effort to evaluate the long-term impact of water use versus waste disposal practices related to Pierce County's limited, fragile ground water supply.

Water Quantity

1. The ability of Pierce County water systems to deliver adequate water quantity (and quality) is generally related to system size. While most of the larger systems can provide needed flows on a reliable basis, smaller systems exhibit problems related to facility deterioration, inadequate design for fire flows, poor management, and lack of financial capability to make improvements.
2. An adequate quantity of ground water appears to be available for future use by most Pierce County water systems - but only if the resource is carefully managed to maintain drinking water health standards over the long-term future.
3. Future use of water from the Green River by Tacoma will be subject to "balancing" of various uses of the resource and a stringent management program.

Coordination

1. Pierce County is currently experiencing a proliferation of small water systems and individual wells (and on-site waste disposal), along with its increase in short plats. This has a potential impact on expansion of large water systems as well as ground water quality.
2. Existing county land use plans do not adequately address future provision of water service, thus leaving a large burden on the many Pierce County water systems to respond to development in a "piecemeal" fashion.

3. Most water systems which require plans are operating with approved plans. However, little coordination has taken place between adjacent water systems during development of these plans, resulting in an unorganized regional approach to provision of water.
4. There are many service area (and franchise area) overlaps, resulting in competition between water systems for provision of water to new development and leading to inefficient service. No formalized service area agreements between utilities exist. In addition, no regional mechanism exists to establish service areas and basic, minimum levels of service.
5. Pierce County has established a variety of policies which have not been coordinated with land use plans or water system plans. Two current major issues relate to fire flow criteria and franchise fees. No annexation policy has been instituted by the county, resulting in overlaps and concern about level of service near some cities.

Alternative Solutions

Following are several alternative methods which could be utilized to deal with some of the concerns expressed in the Preliminary Assessment:

Public Water System Coordination Act - Pierce County could initiate the planning process outlined in the Public Water System Coordination Act (Chapter 70.116 RCW). The county, existing water purveyors, and DSHS would participate on the Water Utility Coordinating Committee responsible for developing a Coordinated Water System Plan. Major features include establishment of minimum design standards, service area agreements, a process for determining when and under what conditions new water systems will be developed, and a ground water management strategy.

Implementation of this coordinated plan is assured as county, water system, and DSHS decisions are required to be consistent with the plan. Also, state grant money is currently available to assist in preparation of the coordinated plan.

County Water Program - Pierce County could develop a master water supply plan which determines availability of future water resources and establishes a management program. Under this alternative, the county would take an active part in determining where future water supplies will come from and how they would be protected.

Development of a water program which only addresses source issues does not offer a complete, established process in solving all of the concern (such as service area overlaps). Water systems may not be included in formulating the program, their plans may not be integrated into the program, and it is likely they could not be bound to abide by the program.

County Services Act - Under the County Services Act (Chapter 36.94 RCW), the county would have the power to plan for, construct, purchase, and operate water systems. This alternative could be used if Pierce County desired to become directly involved in developing and operating water systems. It is conceivable that the county could use this law to provide financial and technical design assistance to problem or new systems, but contract out actual operation. The Water General Plan required by this law considers some of the same elements as the program required by the Public Water System Coordination Act.

The thrust of the County Services Act is towards county operation of water systems. It does not provide a clear planning process that involves water systems or other levels of government. Nor are all the concerns identified in the Preliminary Assessment required to be addressed. State grant money is not available for this alternative, unless it is combined with the Public Water System Coordination Act.

Planning Enabling Act - Under the Planning Enabling Act (Chapter 36,70 RCW), the county could develop a water element of the Growth Management Plan.

Although water is vital to the county's current growth management planning, the scope and depth of planning needed to address the concerns identified in the Preliminary Assessment is incompatible with the county's effort. In addition, this process does not provide for enforcement of service area agreements. The Planning Enabling Act, and the county planning process, does not provide for the same level of involvement of water systems in developing a comprehensive water program as does the Public Water System Coordination Act. State grant money is not available for this alternative either, unless it is combined with the Public Water System Coordination Act.

Status Quo - After evaluating water system concerns identified in the Preliminary Assessment, and assessing benefits and costs of the alternatives available to deal with those concerns, the county could decide to take no action.

Obviously, a county determination to maintain the status quo by putting its resources into other priorities would compromise the ability of water systems to provide good quality drinking water to existing customers as well as future development. Potential contamination of the Chambers Creek/Clover Creek Drainage Basin could occur, and inefficient delivery of water due to lack of coordinated county policies and service area overlaps would persist.

Recommendation

The variety and depth of problems and concerns identified in the Preliminary Assessment and summarized in the conclusions need to be dealt with in a comprehensive manner. Water system expansion, long-term protection of ground water, and organized county direction for growth and provision of water service all relate to each other. Thus, a coordinated process which can address the scope of these water concerns and arrive at realistic solutions should be implemented. The Public Water System Coordination Act provides such a process. In addition to its features of a clear process and comprehensive/coordinated approach, there is currently a fifty percent grant available to accomplish the necessary planning and management program.

The Pierce County Ad Hoc Committee for Water System Planning, consisting of representatives of larger water systems and state and local government, has studied concerns faced by Pierce County utilities and recommended use of the Public Water System Coordination Act to deal with the concerns.

FILE NO. 439PROPOSAL NO. 83-152

Sponsored by Council Member Bujacich
By Request of County Executive

ORDINANCE NO. 83-152

AN ORDINANCE of the Pierce County Council Ratifying the
External Critical Water Supply Service Area
Boundaries as Proposed by the Water Utility
Coordinating Committee

WHEREAS, the Pierce County Council passed Ordinance No. 83-9
declaring Pierce County a Critical Water Supply Service area pursuant
to RCW 70.116; and

WHEREAS, Pierce County passed Resolution No. 83-130 establishing
a Water Utility Coordinating Committee (WUCC); and

WHEREAS, pursuant to WAC 248-56-510, the WUCC has formulated a
recommendation for boundaries for the External Critical Water Supply
Service Area and a justification for said recommendation; and

WHEREAS, the recommendation of WUCC is that all of Pierce County
be included in the plan and that the boundary be the same as the county
boundary; and

WHEREAS, WAC 248-56-600(4) requires the County Council to conduct
at least two public hearings on the proposed boundaries; NOW, THEREFORE,

BE IT ORDAINED by the Council of Pierce County:

Section 1. Having reviewed the recommendations and justification
for boundaries for the External Critical Water Supply Service Area,
as proposed by the Water Utility Coordinating Committee, and after
conducting two public hearings, the County Council hereby ratifies said
recommendation.

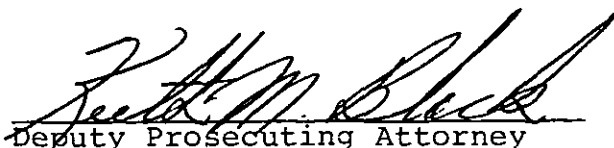
Section 2. The boundary of the County of Pierce is hereby established
as the boundary for the Critical Water Supply Service Area.

PASSED this 8TH day of NOVEMBER, 1983.

PIERCE COUNTY COUNCIL
Pierce County, Washington


Council Chair

Approved As To Form Only:


Deputy Prosecuting Attorney

ORDINANCE NO. 83-152 (Cont'd)

ATTEST:

Marlene Ellsworth
Marlene Ellsworth
Clerk of the Council

PIERCE COUNTY EXECUTIVE

[Signature]

Approved ☒ Vetoed ☐
this 10th day of Nov.
1983.

Affidavit of Publication

STATE OF WASHINGTON)

ss.

COUNTY OF PIERCE)

..... EARL L. MURPHY....., being first duly sworn, on oath deposes and says that he/she is the publisher of the **NEWS REVIEW**, a weekly newspaper. That said newspaper is a legal newspaper and is now and has been for more than six months prior to the date of publication hereinafter referred to published in the English Language continuously as a weekly newspaper in Pierce County, Washington, and is now and during all of said time was printed in office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of ... Ordinance.. No... 83-152

..... as it was published in regular issues (and not in supplemental form) of said newspaper once each week for a period of ... one consecutive weeks, commencing on the

..... 23 day of .. NOVEMBER .. 19 83 and ending on the

..... 23 day of .. NOVEMBER .. 19 83 both days inclusive, and that such newspaper has regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$... 10.01

Earl L. Murphy

Subscribed and sworn to before me this... 24 ... day of .. NOVEMBER .. 19 83

T. Murphy
Notary Public in and for the State of Washington
Residing at Sumner.

**NOTICE
ADOPTION OF
PIERCE COUNTY ORDINANCE NO. 83-152**
NOTICE IS HEREBY GIVEN that Ordinance No. 83-152, and Ordinance ratifying the External Critical Water Supply Service Area Boundaries as proposed by the Water Utility Coordinating Committee has been adopted. A summary of the Ordinance is as follows:
Section 1. Having reviewed the recommendations and justification for boundaries for the External Critical Water Supply Service Area, as proposed by the Water Utility Coordinating Committee, and after conducting two public hearings, the County Council hereby ratifies said recommendation.
Section 2. The boundary of the County of Pierce is hereby established as the boundary for the Critical Water Supply Service Area.
NOTICE IS FURTHER GIVEN that copies of this entire Ordinance are filed in the Pierce County Council's Office, 1040 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy thereof may be obtained for a minimal photocopy charge.
Ordinance No. 83-152 was passed by the Pierce County Council on November 8, 1983, signed by the Executive on November 10, 1983 and becomes effective November 20, 1983.
Published in the News Review Nov. 23, 1983

PIERCE COUNTY COUNCIL

930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402 - 2176

Telephone: 593-4000

COUNCIL OFFICERS

Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraives, Pro-Tempore



November 15, 1983

The News Review
P. O. Box 428
Sumner, WA 98390

Gentlemen:

Enclosed herewith for publication in your paper in issue of

November 23, 1983

is a copy of Notice of Adoption of Pierce County Ordinance No. 83-152

Please submit bill for same, together with proof of publication in DUPLICATE, to the County Council Office, Room 1046, County-City Building, Tacoma, WA 98402.

It would be greatly appreciated if you would submit your bill and affidavit IMMEDIATELY after the last date of publication.

Very truly yours,

PIERCE COUNTY COUNCIL

By Marlene Ellsworth, Clerk

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services

**R. "Clint" Richardson, District No. 3
Chair, Fiscal Management**

Joe Graves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations

Shirley Winsley, District No. 6
Chair, Rules & Council Facilities

Jack Bujacich, District No. 7
Chair, Public Works & Facilities

NOTICE
OF ADOPTION OF PIERCE COUNTY ORDINANCE NO. 83-152

NOTICE IS HEREBY GIVEN that Ordinance No. 83-152, an Ordinance ratifying the External Critical Water Supply Service Area Boundaries as proposed by the Water Utility Coordinating Committee has been adopted. A summary of the Ordinance is as follows:

BE IT ORDAINED by the Council of Pierce County:

Section 1. Having reviewed the recommendations and justification for boundaries for the External Critical Water Supply Service Area, as proposed by the Water Utility Coordinating Committee, and after conducting two public hearings, the County Council hereby ratifies said recommendation.

Section 2. The boundary of the County of Pierce is hereby established as the boundary for the Critical Water Supply Service Area.

NOTICE IS FURTHER GIVEN that copies of this entire Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy thereof may be obtained for a minimal photocopy charge.

Ordinance No. 83-152 was passed by the Pierce County Council on November 8, 1983, signed by the Executive on November 10, 1983 and becomes effective November 20, 1983

REPORT OF STANDING COMMITTEE

October 25, 198³

The Public Works Committee
has considered Proposal No. 83-152, an ordinance ratifying the
external Critical Water Supply Service Area boundaries as proposed by
the Water Utility Coordinating Committee

and has voted the following action:

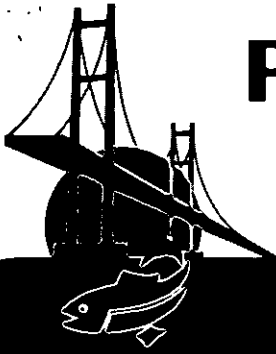
☒ Do Pass
☐ Do Pass as Amended
☐ Do Pass as Substituted
☐ Do Not Pass
☐ Postpone Indefinitely
☐ Forward With No Recommendation

B. C. [Signature]
VICE Chairman
Thyllis K. [Signature]
Member

Member

COMMENTS: Jake Bujacich, Chairman, excused

MINORITY REPORT IF APPLICABLE



PIERCE COUNTY

OFFICE OF THE PIERCE COUNTY EXECUTIVE
930 Tacoma Avenue South, Room 535, Tacoma, Washington 98402
Telephone: (206) 598-4415

September 29, 1983

BOOTH GARDNER
Pierce County Executive

MEMORANDUM

TO: Shirley Winsley,
Chairman, County Council

FROM: Booth Gardner, 
County Executive

SUBJECT: Establishing External Boundaries for Coordinated
Water System Plan.

RECEIVED
SEP 29 1983
PIERCE COUNTY
COUNCIL

Shirley:

The Water Utility Coordinating Committee has recommended that the Water System Plan be County-wide and are requesting that the Council conduct a public hearing per WAC 248-56-600(4).

I concur and am attaching the Committee's recommendation for action by the Council.

BG:flh

Attachments

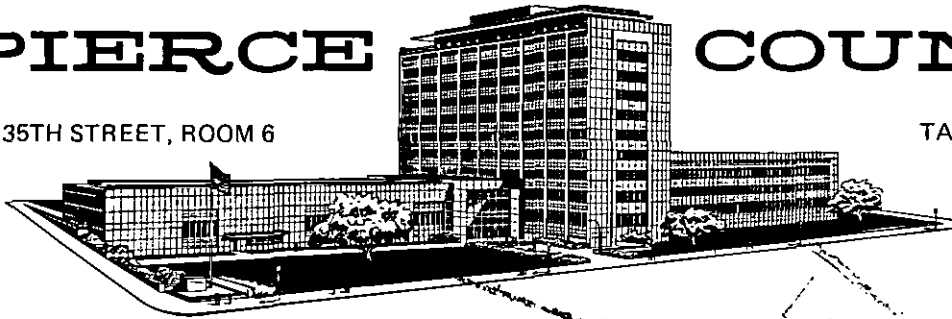
PIERCE

COUNTY

2401 SOUTH 35TH STREET, ROOM 6

TACOMA, WASHINGTON 98409

(206) 593-4570



September 15, 1983

MEMORANDUM

TO: Booth Gardner
County Executive

FROM: Dan Cagle *dc*
Planning Department

SUBJECT: Water Utility Coordinating Committee Recommendation for
External Boundaries for Coordinated Water System Plan

In accordance with the Procedural Regulations for administering the Public Water System Coordination Act (WAC 248-56) the Pierce County Utility Coordinating Committee has formulated the attached recommendation and justification for the establishment of the critical water supply service area boundary for the County Coordinated Water System Plan.

The critical water supply service area boundary is the boundary which is established to define the area/areas within the County where problems exist relative to the provision of water service, and which will be addressed by the plan.

It is the consensus of the Committee that all of Pierce County be included in the plan and, consequently, the recommended boundary be the same as the County boundary.

WAC 248-56-600(4) requires that the County legislative authority conduct at least two public hearings on the boundary recommendation within six months from the date of submittal to the Council. If the Council takes no action to adopt the proposed or a modified boundary within the six month period, the proposed boundaries are automatically ratified.

Please transmit the attached letters of recommendation to the Council for their consideration. I would recommend that the first public hearing on this matter be scheduled as soon as possible.

DC/scw
Enclosures
LRP:MS15:1

RECEIVED
SEP 29 1983
PIERCE COUNTY
COUNCIL

PIERCE COUNTY
PLANNING DEPARTMENT
NED M. LANGFORD
DIRECTOR

4089

PIERCE COUNTY

2401 SOUTH 35TH STREET, ROOM 6

TACOMA, WASHINGTON 98409

(206) 593-4570



September 15, 1983

RECEIVED

SEP 29 1983

PIERCE COUNTY
PLANNING DEPARTMENT
NED M. LANGFORD
DIRECTOR

Pierce County Executive
Pierce County Council
COUNTY-CITY BUILDING

PIERCE COUNTY
COUNCIL

Re: Recommendations for External Boundary - Public Water Systems
Coordination Act

Dear Mr. Gardner and Members of the Pierce County Council:

The Pierce County Water Utility Coordinating Committee (WUCC) has met in accordance with the provisions of the Public Water System Coordination Act and the associated actions taken by the Pierce County Council. The procedures of the law require that the WUCC meet and review the water supply needs of the area and recommend to you the desired study area referenced as the External Boundary of the study area.

The WUCC has met and discussed the needs of Pierce County water utilities and the need for improved water supply service. The WUCC has recommended that the entire County be declared a Critical Water Supply Service Area and that the provisions of the act be implemented throughout the entire County. This recommendation is based upon the following general conclusions:

- (1) There is a large number of water utilities providing water service under different design standards, conditions of service, and with a varying degree of planning to meet the future needs in both the urban and rural areas.
- (2) The anticipated result of the Coordinated Water System Plan will be beneficial to both the water utilities and County government in meeting the future needs of Pierce County. Therefore, the procedures and standards that will be developed by the water utilities should apply uniformly throughout the County and not just to a portion of the County.
- (3) The water resources of the County, and in particular the groundwater resources, that are currently utilized by a

County Executive
Pierce County Council
September 15, 1983
Page 2

major share of the water utilities are subject to potential contamination from existing developments in the County and potential future land uses. The recharge areas of groundwater aquifers are not restricted to the urbanizing area of the County but may be influenced by activities above the groundwater recharge area in more remote areas of the County. Therefore, the procedures and guidelines developed by the water utilities and County staff should apply uniformly throughout the County to recognize the importance of managing and protecting our groundwater resources.

- (4) Alternative sources of supply for future needs of the County include groundwater, the Green River, and possibly other surface supplies in the County. Therefore, planning for both retail service as well as source development should encompass the entire County.
- (5) One of the problems associated with water service in Pierce County is the large number of small water systems without an adequate revenue base and management system to expand to meet future needs in certain areas. It is important to prevent the proliferation of additional small inadequate systems and, therefore the entire water supply needs of Pierce County should be considered and appropriate guidelines and procedures developed to minimize adding to the small system problems.

During the two meetings of the Water Utility Coordinating Committee, the above issues were discussed and there were no objections to the recommendation to establish the County borders as the external boundary of the study area. Therefore, it is the recommendations of the Water Utility Coordinating Committee to initiate the two required public hearings by the County Council on the recommendation. We urge your immediate consideration of scheduling the two public hearings required and to add your support for establishing the County boundary as the external boundary for the study.

Pierce County Executive
Pierce County Council
September 15, 1983
Page 3

We are prepared to respond to questions and will attend the meeting to present the recommendations of the Committee to the Council and the public. If you have any questions, or need additional information, please contact me.

Sincerely,



DEREK SANDISON, Chairman
Pierce County Water Utility Coordinating Committee

DS/scw

LRP:LS15:3

cc: Dan Cagle
Pat Wiles
Don McCarty
Howard Harman

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON }
County of Pierce } ss.

NOTICE OF PUBLIC HEARING
BEFORE THE
PIERCE COUNTY COUNCIL
NOTICE IS HEREBY GIVEN
that the Pierce County Council
will consider Proposal No. 13-
152, AN ORDINANCE of the
Pierce County Council Ratify-
ing the External Critical Water
Supply Service Area Bounda-
ries as Proposed by the Water
Utility Coordinating Commis-
sion.
NOTICE IS FURTHER GIVEN
that copies of the entire pro-
posed Ordinance are filed in the
Pierce County Council's Office,
1046 County City Building, Ta-
coma, WA 98402, and are avail-
able for inspection Monday
through Friday between the
hours of 9:00 a.m. and 4:00 p.m.
A copy of the proposed Ordinance may be obtained for a
minimal photocopy charge.
NOTICE IS FURTHER GIVEN
that hearings upon the pro-
posed Ordinance will be held on
TUESDAY, the 15th OF NOVEM-
BER, 1983 and on TUESDAY,
the 8th OF NOVEMBER, 1983, at
9:00 a.m. in the Pierce County
Council Chambers, 10th Floor,
County City Building, Tacoma,
WA 98402.
All persons interested in this
matter may appear before the
Council and be heard either in
favor or against the proposed
Ordinance. At the conclusion of
the hearing on said date, the
Council may adopt the Ordinance,
amend and adopt it, deny it or
continue the hearing to a date certain.
By action of the Pierce County
Council dated October 18,
1983.

Betty Cantrell, being first duly sworn, on oath, says: that she is the legal clerk of THE TACOMA NEWS TRIBUNE, a daily newspaper published in Tacoma, Pierce County, Washington, and of general circulation in said State, and having a daily circulation of over 106,000 copies. That said newspaper is now and at all of the times hereinafter mentioned was a legal newspaper as defined by the laws of this State, duly approved by the Superior Court of Pierce County, Washington.

That the advertisement, of which the attached is a printed copy as it was published in the regular issues (and not in supplement form) of said newspaper, was published

once each week for ~~XXXXXXXXXXXX~~ consecutive weeks commencing on the 26th

day of October, 1983 ~~XXXXXXXXXXXX~~ and ending on the ~~XXXXXXXXXXXX~~ day of

~~XXXXXXXX19~~ ~~XXXX~~ both dates inclusive

That the full amount of the fee charged for said publication was the sum of
\$ 43.16

Subscribed to and sworn before me on this 1st day of

November, 1983.

Betty Cantrell

Brian R. Rupp

Notary Public in and for the State of Washington,
Residing at Tacoma, Pierce County, Washington

PIERCE COUNTY COUNCIL

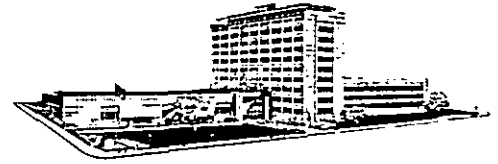
930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402 - 2176

Telephone: 593-4000

COUNCIL OFFICERS

Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vraves, Pro-Tempore

October 18, 1983



The Tacoma News Tribune
1950 State Street
P. O. Box 11000
Tacoma, WA 98411

Gentlemen:

Enclosed herewith for publication in your paper in issue of
OCTOBER 26TH, 1983

is a copy of the Notice of Public Hearing on Proposal No. 83-152.

Please submit bill for same, together with proof of publication in
DUPLICATE, to the County Council Office, Room 1046, County-City Building,
Tacoma, WA 98402.

It would be greatly appreciated if you would submit your bill and
affidavit IMMEDIATELY after the last date of publication.

Very truly yours,

PIERCE COUNTY COUNCIL

By _____
Marlene Ellsworth, Clerk

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services

Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management

Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations

Shirley Winsley, District No. 6
Chair, Rules & Council Facilities

Jack Bujacich, District No. 7
Chair, Public Works & Utilities

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL

NOTICE IS HEREBY GIVEN that the Pierce County Council will consider Proposal No. 83-152,

AN ORDINANCE of the Pierce County Council Ratifying the
External Critical Water Supply Service Area
Boundaries as Proposed by the Water Utility
Coordinating Committee.

NOTICE IS FURTHER GIVEN that copies of the entire proposed Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy of the proposed Ordinance may be obtained for a minimal photocopy charge.

NOTICE IS FURTHER GIVEN that hearings upon the proposed Ordinance will be held on TUESDAY, the 1ST OF NOVEMBER, 1983, and on TUESDAY, the 8TH OF NOVEMBER, 1983, at 9:00 A.M. in the Pierce County Council Chambers, 10th Floor, County-City Building, Tacoma, WA 98402.

All persons interested in this matter may appear before the Council and be heard either in favor of or against the proposed Ordinance. At the conclusion of the hearing on said date, the Council may adopt the Ordinance, amend and adopt it, deny it or continue the hearing to a date certain.

By action of the Pierce County Council dated October 13, 1983.

Affidavit of Publication

STATE OF WASHINGTON)

COUNTY OF PIERCE)

ss.

..... Earl L. Murphy being first duly sworn, on oath deposes and says that he/she is the publisher of the NEWS REVIEW, a weekly newspaper. That said newspaper is a legal newspaper and is now and has been for more than six months prior to the date of publication hereinafter referred to published in the English Language continuously as a weekly newspaper in Pierce County, Washington, and is now and during all of said time was printed in office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of .. Proposal No. 83.152 ..

..... as it was published in regular issues (and not in supplemental form) of said newspaper once each week for a period of One consecutive weeks, commencing on the

..... 26 day of October 19 83 and ending on the

..... 26 day of October 19 83 both days inclusive, and that such newspaper has regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$..... 12.15

Earl L. Murphy

Subscribed and sworn to before me this 27..... day of . October . 19 83

V. Murphy
Notary Public in and for the State of Washington
Residing at Sumner.

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL
NOTICE IS HEREBY GIVEN THAT THE PIERCE
County Council will consider Proposal No. 83.152
AN ORDINANCE of the Pierce County Council
Ratifying the External Critical Water Supply
Service Area Boundaries as Proposed by the
Water Utility Coordinating Committee. A sum-
mary of the proposed Ordinance is as follows:
"BE IT ORDAINED by the Council of Pierce Coun-
ty:
Section 1. Having reviewed the recommenda-
tions and justification for boundaries for the
External Critical Water Supply Service Area as
proposed by the Water Utility Coordinating Com-
mittee, and after conducting two public hearings,
the County Council hereby ratifies said recom-
mendation.
Section 2. The boundary of the County of Pierce
is hereby established as the boundary of the
Critical Water Supply Service Area.
NOTICE IS FURTHER GIVEN THAT COPIES OF THE
entire proposed Ordinance are filed in the Pierce
County Council's Office, 10th Floor, County City
Building, Tacoma, WA 98402, and are available for
inspection Monday through Friday, between the
hours of 9:00 A.M. and 4:00 P.M. and that the
proposed Ordinance may be obtained for a
minimal photocopy charge.
NOTICE IS FURTHER GIVEN THAT HEARINGS
upon the proposed Ordinance will be held on
TUESDAY the 1ST of NOVEMBER 1983 and on
TUESDAY the 8th of NOVEMBER 1983 at 9:00
A.M. in the Pierce County Council Chambers, 10th
Floor, County City Building, Tacoma, WA 98402.
All persons interested in the matter may ap-
pear before the Council and be heard either in
favor of or against the proposed Ordinance. At the
conclusion of the hearing or hearings, the Coun-
cil may adopt the Ordinance, amend and adopt it,
deny it or continue the hearing to a date certain.
By action of the Pierce County Council dated
October 18, 1983.
Published in the News Review Oct. 26, 1983

PIERCE COUNTY COUNCIL

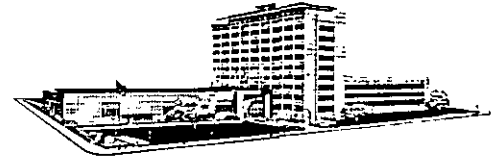
930 Tacoma Avenue South, Room 1046, Tacoma, Washington 98402 - 2176

Telephone: 593-4000

COUNCIL OFFICERS

Shirley Winsley, Chair
Joe Stortini, Vice-Chair
Joe Vrares, Pro-Tempore

October 18, 1983



The News Review
P. O. Box 428
Sumner, WA 98390

Gentlemen:

Enclosed herewith for publication in your paper in issue of

OCTOBER 26TH, 1983

is a copy of the Notice of Public Hearing On Proposal No. 33-152.

Please submit bill for same, together with proof of publication in DUPLICATE, to the County Council Office, Room 1046, County-City Building, Tacoma, WA 98402.

It would be greatly appreciated if you would submit your bill and affidavit IMMEDIATELY after the last date of publication.

Very truly yours,

PIERCE COUNTY COUNCIL

By Marlene Ellsworth, Clerk

Enclosure

COUNCIL OFFICER/COMMITTEE CHAIRPERSON

Phyllis Erickson, District No. 1
Chair, Housing & Human Services

Joe Vraves, District No. 2
Chair, Criminal Justice & Intergovernmental Relations

R. "Clint" Richardson, District No. 3
Chair, Fiscal Management

Joe Stortini, District No. 4
Chair, Planning & Community Development

Wendell Brown, District No. 5
Chair, Operations

Shirley Winsley, District No. 6
Chair, Rules & Council Facilities

Jack Bujacich, District No. 7
Chair, Public Works & Facilities

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL

NOTICE IS HEREBY GIVEN that the Pierce County Council will consider Proposal No. 83-152,

AN ORDINANCE of the Pierce County Council Ratifying the External Critical Water Supply Service Area Boundaries as Proposed by the Water Utility Coordinating Committee. A summary of the proposed Ordinance is as follows: _____

"BE IT ORDAINED by the Council of Pierce County:

Section 1. Having reviewed the recommendations and justification for boundaries for the External Critical Water Supply Service Area, as proposed by the Water Utility Coordinating Committee, and after conducting two public hearings, the County Council hereby ratifies said recommendation.

Section 2. The boundary of the County of Pierce is hereby established as the boundary for the Critical Water Supply Service Area."

NOTICE IS FURTHER GIVEN that copies of the entire proposed Ordinance are filed in the Pierce County Council's Office, 1046 County-City Building, Tacoma, WA 98402, and are available for inspection Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. A copy of the proposed Ordinance may be obtained for a minimal photocopy charge.

NOTICE IS FURTHER GIVEN that hearings upon the proposed Ordinance will be held on TUESDAY, the 1ST OF NOVEMBER, 1983, and on TUESDAY, the 8TH OF NOVEMBER, 1983, at 9:00 A.M. in the Pierce County Council Chambers, 10th Floor, County-City Building, Tacoma, WA 98402.

All persons interested in this matter may appear before the Council and be heard either in favor of or against the proposed Ordinance. At the conclusion of the hearing on said date, the Council may adopt the Ordinance, amend and adopt it, deny it or continue the hearing to a date certain.

By action of the Pierce County Council dated October 13, 1983.

DRAFT

October 27, 1983

Mr. Alan Rowe, Planner, and
Mr. Bob James, Regional Engineer
Department of Social & Health Services
Mail Stop LD-11
Olympia, WA 98504

Subject: Letter of Understanding - Service Area
Responsibility During Development of Pierce
County Coordinated Water System Plan

Dear Mr. Rowe and Mr. James:

The Pierce County Water Utility Coordinating Committee is proceeding with the development of the Pierce County Coordinated Water System Plan (CWSP), in accordance with WAC 248-56.

It is anticipated that it will take from 1½ to 2 years to complete the CWSP. It is our understanding that the regulations restrict establishment of new water systems during the development of the CWSP except under certain conditions, and that subsequent to its adoption, procedures to establish new systems will be outlined in the completed plan.

To guide the WUCC, Pierce County, and the development community during the preparation of the CWSP, it is desirable to develop this letter of understanding with the Department of Social and Health Services. The procedure that will be followed in responding to inquiries on establishment of new water systems for both short plat and regular plat planning procedures is considered to be the following.

1. Existing Service Area Boundaries

On the date that the County Council adopts the External Boundary of the Critical Water Supply Service Area, the existing boundaries of water purveyors will be interpreted to be the following:

- a) municipal corporate boundaries
- b) water district boundary
- c) boundary review board designated boundaries
- d) existing distribution systems or a DSHS approved system map
- e) water service contracts based on item #2 below.

The boundary may include a combination of the above.

2. Identification of an Existing Public Water System

WAC-56-620 states , "No new public water system shall be approved within the Critical Water Supply Service Area subsequent to establishment of external boundaries unless specifically authorized by the Department."

For the purposes of this study, it is our understanding that if a preliminary plat or short plat application was not filed prior to the establishment of the External Boundary, that the associated water system will be considered new and will not be considered for approval except under the conditions outlined in this letter.

If the application for the preliminary plat or short plat was filed prior to the effective date and the processing of the final plat or short plat approval occurs prior to June 1, 1984, and the water system meets all existing Pierce County and DSHS requirements, the system will be considered an existing water system. Plats requiring a public water system must have a contract for service from a DSHS approved system or DSHS approved plans and specifications. Short plats must have a contract for service from a DSHS approved water system or a notice of availability of water acceptable to the Pierce County Health Department.

If the final plat or short plat approval occurs after June 1, 1984, the establishment of a new public water supply system must comply with number 3 below.

3. Establishment of New Public Water System

If new water service is required in an area not currently serviced by an existing water utility, as outlined in number 1 above, or the proposed new system does not meet the time requirements as outlined in number 2 above, an interim future service area boundary establishment will be considered, or a new system will be permitted under the following sequential steps. The identification of a probable future service area or identification of a new system service area will be based on criteria including, but not limited to: topography, readiness and ability to provide water, local franchise areas, future population, land use projections, sewer service areas, and the feasibility of expanding an existing system to serve the area.

- a) If demand for water supply occurs within a purveyor's probable future service area, the following shall apply in the listed sequence:

- 1) The existing purveyor shall provide service in a timely and reasonable manner consistent with state board of health regulations; or
 - 2) A new public water system may be developed on a temporary basis. Before authorization, a legal agreement will be required which includes a schedule for the existing purveyor to assume management and/or connect the new public water system to the existing system.
- b) If a demand for water supply occurs outside any purveyor's probable future service area, or the probable future service area is uncertain, the following shall apply in the listed sequence:
- 1) Those persons anticipating the need for water service shall contact existing nearby purveyors within the critical water supply service area to determine whether any will be interested in expanding their system to provide water service in a timely and reasonable manner consistent with state board of health regulations; or
 - 2) A new public water system may be developed on a temporary basis. Before authorization, a legal agreement with an adjacent system will be required which includes a schedule for the existing system to assume management and/or connect the new public water system to the existing system; or
 - 3) A new public water system may be developed.

If a new water system is approved, the system shall have an approved water system plan pursuant to WAC 248-54-065. It shall anticipate and incorporate the provisions for complying with the anticipated Coordinated Water System Plan for Pierce County.

During the process in which the decision is being made about whether an existing purveyor should service the new development or a new water system should be developed, the criteria to be considered in assessing cost and level of service shall be at least equivalent to the level of service that would meet projected land use requirements or that is generally consistent with adjacent water utility design criteria, whichever is more stringent. DSHS design standards will be considered the minimum requirement.

The criteria to be used on evaluating cost allocations to new development will not be established until the CWSP proceeds to the near completion stage. The interim decisions, therefore, will of necessity be a negotiated compromise between the purveyor and developer, with the CWSP study team assisting if requested.

Concerning the resolution of service area designations where adjacent water utilities are seeking to provide future service to the same geographical area, it is understood that the adopted DSHS procedures will be followed in resolving such conflicts. The DSHS guidelines will not be utilized unless involved purveyors are unable to resolve the conflict by themselves with the assistance of the CWSP study team. It is the general intent of the study to not involve DSHS in a service area conflict resolution until near the completion of the CWSP.

In summary, we have reviewed these understandings with the Pierce County Water Utility Coordinating Committee, and are submitting these to your office for review. If you concur with this understanding, we will use this as a guideline during the development period of the CWSP. Upon final adoption of the CWSP, this understanding will be replaced by the procedures adopted within the plan and state law. May we have your written concurrence of this understanding.

Sincerely,

Derek Sandison, Chairman
Pierce County WUCC

DS:slc

cc: Dan Cagle, Project Manager
Pierce County Council
Pierce County Executive
WUCC Members
Pierce County Homebuilders Association
South Sound Land Use Association
Economic and Engineering Services, Inc.

EXHIBIT J – Water Service Area

Beginning at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 8, Township 21 North, Range 2 East of W.M.;

Thence West 30 feet more or less to the West line of Wickersham County Road;

Thence Southerly along the West line of the Wickersham County Road to the North line of the Southwest quarter of Section 17, Township 21 North, Range 2 East W.M.;

Thence Easterly along the North line of the Southwest quarter and the Southeast quarter of Section 17 to the point of intersection with the Government Meander line;

Thence Northwesterly along the Government Meander line to the City limits of the City of Gig Harbor, the current city limits as established on October 23, 1946;

Thence Westerly along said City limits to the point of beginning.

EXHIBIT K – 2008 Water Service Agreement

****Page intentionally left blank.****

**AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND THE SHORE ACRES WATER COMPANY**

THIS AGREEMENT, made and entered into this 14 day of January, 2008, by and between the City of Gig Harbor, an optional code municipal corporation of the State of Washington, hereinafter called the "City," and Shore Acres Water Company, a nonprofit corporation, organized and existing under the laws of the State of Washington, hereinafter called the "Purchaser."

WITNESSETH:

WHEREAS, the Purchaser is the owner of a Water Company, and its customers own property located both inside and outside the City limits; and

WHEREAS, the Purchaser purchases water from the City for the use of its customers, who are billed by the Purchaser, and the Purchaser then pays the City for the water;

WHEREAS, the Purchaser desires to obtain additional hook-ups for property that has not yet been developed; and

WHEREAS, the City desires to provide water to the Purchaser, under the terms and conditions set forth in Title 13 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council held a public hearing on this Agreement on January 14, 2008, during a regularly scheduled Council meeting, and authorized the Mayor to execute this Agreement on behalf of the City; NOW, THEREFORE,

That the parties heretofore and in consideration of the mutual covenants herein contained, agree as follows:

1. Agreement to Sell Water, Agreement to Purchase Water.

The City agrees to sell up to Seventeen Million (17,000,000) gallons of water annually to the Purchaser for the term of this Agreement, under the terms and conditions set forth herein. "Annually" shall mean from January 1st of any year until December 31st of that year. At the time a new connection to the Purchaser's system is added under Section 4 herein, the City agrees to increase this amount by Eighty Thousand (80,000) gallons of water annually to the Purchaser for the remaining term of the Agreement, under the terms and conditions set forth in this Agreement. The Eighty Thousand (80,000) gallons of water annual limit reflects

the amount included in the City's Water Comprehensive Plan used by a single household, multiplied by the number of connections in the Purchaser's system as of the date of this Agreement. The parties agree that if the City's Water Comprehensive Plan (or an ordinance adopted for the same purpose) is amended to reflect a new number for water use by a single household, then this shall thereafter be used in future calculations for the amount of increase for a single connection.

The amounts established in this Section 1 shall not apply during those times in which the City Council declares that there is a drought or other emergency necessitating the adoption of ordinances relating to water conservation. During such times, the Purchaser agrees to comply with the City's water conservation ordinances.

The parties agree that if the Purchaser draws more water from the City's water system than the Seventeen Million (17,000,000) gallon annual limit, payment for any gallons over the Seventeen Million limit shall include a surcharge of twenty-five percent (25%) of the current water rate, as established in the City's ordinances. In addition, if the Purchaser draws more water from the City's water system than ten percent (10%) above the Seventeen Million (17,000,000) gallon limit, the parties shall meet to renegotiate this Agreement, as set forth in Section 17 herein.

2. Term.

This Agreement shall be deemed effective as of January 14, 2008, and shall terminate on December 31, 2011. Without further action by either of the parties hereto, and as long as the Purchaser has not triggered the renegotiation provision of Section 1 above, this Agreement shall be renewed and continued in full force and effect for additional terms of four year periods after the anniversary date, unless the Purchaser or City, on or before three hundred (360) days prior to the termination of this Agreement, or on or before three hundred (360) days prior to the termination of any renewal period, gives written notice that the Agreement will not be renewed.

3. Payment for Water and Connection Fees.

Water delivered under this Agreement shall be billed by the City and paid by the Purchaser bi-monthly. Purchaser shall pay the water rate established by the City in its codes, as they now exist or may hereafter be amended. All conditions of payment which apply to City customers shall apply equally to the Purchaser.

4. New Connections and Payment for Connections.

For purposes of calculating billing from the City to the Purchaser, it shall be conclusively presumed that there are currently **214** connections to the

Purchaser's system. This presumption shall be reviewed and adjusted to reflect actual number of connections on the first day of June of each year this agreement shall remain in force. Currently, the Purchaser is approved by the Department of Health for a total of 357 connections.

Any property owner in the jurisdiction of the Purchaser's water system (up to the 357 approved connections) may apply to the City for a water concurrency certificate. If granted, the individual property owner(s) shall comply with the applicable City codes, as they now exist or as they may be amended in the future.

The individual property owner shall pay to the City for each new connection to the Purchaser's system a connection fee as established by the City Council in an ordinance adopted for this purpose. The individual property owner agrees to pay the connection fee at the rate schedules applicable at the time the individual property owner requests to actually connect to the system.

5. Point of Delivery and Character of Service.

The City will deliver or make available to the Purchaser, at the two master meters serving Shore Acres Water Company near the City's corporate limits or at such other sites as the City and the Purchaser may agree upon, wholesome water for residential and fire extinguishing uses. The water supplied shall be of the same quality as that distributed by the City to its users.

6. Master Meter System.

The City shall bi-monthly read the master meters in existence and the bill sent to the Purchaser from the City shall reflect that reading. The bi-monthly bill shall be computed as follows:

A. First, there shall be a determination of the total water consumed bi-monthly by reading the master meters.

B. Then, the billing shall be computed according to the current ordinance by multiplying the base charge for each 4" meter times the outside City multiplier, plus multiplying usage at the current ordinance rate per 100 cubic feet times the outside City multiplier, plus City taxes as applicable.

7. Load Changes.

The Purchaser shall not extend new service to any structure used for business or commercial purposes, as the same are defined in the City's Zoning Code, without first obtaining written approval from the City.

8. Resale of Water.

The Purchaser agrees that all water delivered by the City hereunder will be used for its own purposes as a distributing utility to distribute water to its members and that none will be delivered or sold to another distributing utility for resale.

9. Flushing.

The City shall notify the Purchaser prior to flushing any lines which affect the quality of the water delivered to the Purchaser, or before intentionally interrupting any water service to the Purchaser.

10. Interruption of Service for Causes Beyond Control of Parties.

If the operation of the City's source of water or means of distribution or the operation of the Purchaser's service is suspended, interrupted, or interfered with for any cause beyond the City's control, including, but not by way of limitation, the failure or breakdown or interruption of electrical power, floods, fires, acts of God or the public enemy, or other causes beyond the control of the parties, but expressly excluding a depression or recession in the economy, the City need not deliver water for such period of time to the extent that such suspension, interruption or interference makes it reasonably impractical to deliver such water; and monthly bills for any such period, including any such suspension, interruption of interference, shall be pro-rated by reducing the billing demand in the ratio of days of suspension of service to the total days in the billing period.

11. Area Served.

The Purchaser shall only serve members within the following described area:

Area Served.

The Purchaser shall only serve members within the following described area:

Beginning at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 8, Township 21 North, Range 2 East of W.M.;

Thence West 30 feet more or less to the West line of Wickersham County Road;

Thence Southerly along the West line of Wickersham County Road to the North line of the Southwest quarter of Section 17, Township 21 North, Range 2 East W.M.;

Thence Easterly along the North line of the Southwest quarter and the Southeast quarter of Section 17 to the point of intersection with the Government Meander line;

Thence Northwesterly along the Government Meander line to the City limits of the City of Gig Harbor, the current city limits as established on October 23, 1946;

Thence Westerly along said City limits to the point of beginning.

Excluding any area served by the City through the City's distribution lines prior to the 1st day of January, 2007, which has been annexed to the City of Gig Harbor. Nothing in this Agreement shall limit the City's exercise of its authority to annex property served by the Purchaser.

12. Specific Enforcement.

In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

13. Assignment and Assumption.

The Purchaser shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation, provided that, the City shall provide its prior written consent to such sale, assignment or transfer. The Purchaser shall provide the City with written notice of any intent to sell, assign, or transfer, at least 30 days in advance of such action. The City's consent shall not be unreasonably withheld.

14. Amendment to Agreement; Effect of Agreement on Future Actions.

This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200).

15. Notices.

Notices and correspondence to the City and Purchaser shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to the City shall be to the attention of both the City Administrator and City Attorney. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

TO SHORE ACRES:

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

Shore Acres Water Company
3110 Judson St. PMB #232
Gig Harbor, WA 98335

City Attorney
Law Office of Carol A. Morris, P.C.
P.O. Box 948
Seabeck, WA 98380

16. Applicable Law and Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

17. Default and Termination.

A. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Party:

1. The failure to make any payment required to be made hereunder within ten (10) days of the receipt of the notice of such failure to pay;
2. The failure of the City to provide water to the Purchaser, in the amounts agreed to herein, within twenty (20) days of the receipt of the notice of such failure to provide water;
3. The Purchaser's annual use of water in excess of ten percent (10%) over the amount established in Section 1; and
4. The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, within ten (10) days of a notice by the other Party, specifying the nature of the default claimed.

B. With respect to any default under Section 17(A) above, the Purchaser shall be responsible for the default of any individual purchaser of water in the Purchaser's water system.

C. At the end of each year, the City shall calculate the amount of water used by the Purchaser. If the amount used by the Purchaser for the year

exceeds by ten percent (10%) the amount established in Section 1 of this Agreement, the City shall notify the Purchaser in writing that the parties shall meet to renegotiate this Agreement. At such time, the parties shall discuss the deadline for termination of this Agreement, which shall occur within six (6) months of the date the City mails the notice to Purchase for renegotiation. All of the terms of this Agreement may be renegotiated in any subsequent agreement.

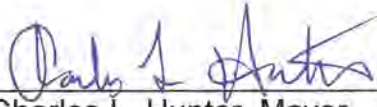
D. In the event that the Purchaser fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter on the Purchaser's property, and for that purpose disconnect the water and terminate this Agreement. Such disconnection shall be a remedy available to the City in addition to any other remedy available at law, including, but not limited to, breach of contract.

18. Severability and Integration.

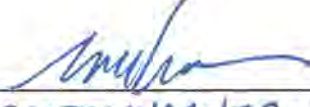
This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the resolution or ordinance adopting this Agreement, such invalidity shall not affect the other terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

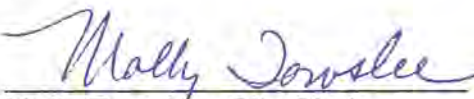
CITY OF GIG HARBOR


Charles L. Hunter, Mayor

SHORE ACRES WATER COMPANY


SCOTT WAGNER, President

ATTEST:


Molly Towslee, City Clerk


Secretary
DAVID HOPKINS

APPROVED AS TO FORM:


Carol A. Morris, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-15-08



Molly M. Towslee
Molly M. Towslee
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:
Gig Harbor
My Commission expires: 12/2/2011

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Scott Wagner is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Shoreacres Water Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/10/08



Ryan T. Ryan
Ryan T. Ryan
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:
Pierce County
My Commission expires: 12/7/08

A TWICE-MONTHLY SUMMARY FROM YOUR CITY OF GIG HARBOR LEADERSHIP TEAM

These department updates are an effort to increase our internal and external communication initiatives, to provide the mayor and city councilmembers with the information they need to serve the public and make informed decisions, and just as importantly, to share citywide information and updates with all staff and residents. Please feel free to send any questions, suggestions, or concerns about this document to communications@gigharborwa.gov.

ADMINISTRATION

City Administrator Katrina Knutson

Pierce County Executive Hosts District 7 Leadership Meeting: Last week, Pierce County Executive Ryan Mello convened his second “District 7” meeting, an ongoing effort to connect with local leaders and hear directly about the opportunities and challenges facing our side of the bridge. The meeting, held at the Civic Center, brought together key community partners, including Gig Harbor Fire Chief Dennis Doan, PenMet Parks Executive Director Ally Bujacich, Peninsula School District Superintendent Krestin Bahr, Pierce County Councilmember Robyn Denson, Gig Harbor Chamber CEO Miriam Battson, and Gig Harbor City Administrator Katrina Knutson.



The group shared their upcoming legislative priorities and explored areas where collaboration can strengthen outcomes for District 7 and all of Pierce County. These conversations underscore the value of having engaged, attentive county leadership who are willing to make the trek to Gig Harbor and roll up their sleeves.

Strong relationships and a shared commitment to serving our community will allow us to accomplish far more together than we can alone.

Police Drone Demonstration Highlights Proactive Public Safety Tools: Police Officer Patrick Sam, one of the city’s certified drone operators, recently provided the mayor and city administrator with a hands-on demonstration of the police department’s drone and its capabilities. The demo showcased how this technology can enhance situational awareness, support search and rescue efforts, and improve officer and community safety.



This equipment represents one of the many tools in our public safety toolbox - an investment that helps us respond more effectively and proactively to emerging needs. Detective Ryan Erwin, who is also certified to operate the drone, adds additional capacity to ensure the department can deploy this resource whenever needed.

Innovative tools like this strengthen our ability to keep Gig Harbor safe while supporting modern, efficient policing practices.

COMMUNITY DEVELOPMENT

Community Development Director Eric Baker

Welcome to the Holiday Season. If you are looking for the perfect gift for me how about new planning commission members! With recent resignations and commissioner promotions to city council, the city is actively filling vacancies in preparation for an action packed 2026 work plan.

Also, we are rapidly working to fill our vacant Code Enforcement Officer position with interviews tentatively scheduled for next week. We are looking for a strong customer service focus with an emphasis on education first.

Additionally, beginning this week to improve security for Building A, the large doors will be locked on Friday's. This is a first phase as we work to provide security to that wing similar to the other city departments. Community Development and Public Works will still be open, but people wishing to access Building A will need to stop by Utility Billing to gain access. Thanks to Jami and the rest of the team for acting as the point of contact. This is only interim as we will be installing a glass storefront behind the big doors requiring card access in early 2026. Thanks to Public Works for helping design and install a long-term solution. You can read more on that below.

Planning: The planning team continues to receive public comments and questions about the Gig Harbor North Annex and the Trailside Apartments in Pierce County. Staff are coordinating with Pierce County on traffic impacts and necessary road improvements associated with the Trailside project. While the public comment periods are officially closed on both projects, please forward any emails or correspondence to Katharine Shaffer and Eric Baker for situational awareness.

Building: Applications keep rolling in for homes in the new plat off 112th Street, aka Summit Pointe, with 11 in for review and the model home permit issued. Inspections began last week for the first foundation.

The permit for the Civic Center mechanical system was finaled last week, fortunately, just in time for the drop in temp.

Code Enforcement: While we are currently without a full-time officer, the Code Enforcement program is still running (the rumor mill keeps saying otherwise 😊). Adam is still working Code Enforcement one day a week and staff is picking up all other priority issues (life safety and environmental violations) as they come in.

Please continue to forward code enforcement concerns to Eric Baker at ebaker@gigharborwa.gov.

COURT

[Court Administrator Stacy Colberg](#)

No updates this time but stay tuned!

FINANCE

[Finance Director Dave Rodenbach](#)

No updates this time but stay tuned!

HUMAN RESOURCES

[Human Resources Director Shannon Costanti](#)

Advance Your Career: Looking to grow in your career? Check out the [current job opportunities](#) here at the city!

Position	Type	Status
Entry-Level Police Officer	FT	Open until 12/31
Experienced Police Officer	FT	Continuous
Development Review Engineer	FT	Closed - selection pending
Police Lieutenant (Internal Only)	FT	Closed - selection pending
Code Compliance Officer	FT	Closed - selection pending

INFORMATION TECHNOLOGY SYSTEMS

[ITS Manager Logan Rosenstiel](#)

No updates this time but stay tuned!

POLICE

[Police Chief Tray Federici](#)

What Happens When a City Comes Together: The Gig Harbor Police Department was honored to assist Shea Smiley, the City of Gig Harbor's Housing, Health, and Human Services Program Manager, with both the November 2025 Food Drive and the Fill the Patrol Car community event.

Thanks to the generosity of our community and the dedication of city employees, this year's campaign collected nearly 5,000 pounds of food for local families in need. Beyond the incredible volume of donations, this effort created a meaningful opportunity for multiple City of Gig Harbor departments and employees to work side-by-side in support of a shared mission: taking care of our community.

This was more than a food drive - it was a powerful reminder of what's possible when a community comes together with purpose and compassion. We are truly grateful to everyone who donated, volunteered, and supported this important effort. Your generosity will have a lasting impact on families throughout our community.



Bear Spray Encounter Ends with Arrest and Stolen Vehicle Recovery: On October 10, Gig Harbor Police Department detectives were involved in a high-risk felony investigation involving burglary and motor vehicle theft in the Olalla area.

While serving a court-authorized search warrant, detectives located the suspect at a trailer on the property. When officers made contact and announced themselves, the suspect fled on foot, claiming to be armed with a firearm and deploying bear spray in an attempt to evade arrest. During the encounter, one detective was exposed to the spray. Detectives created distance for officer safety, established containment, and coordinated additional resources.

During containment, a 2014 GMC Yukon was reported stolen from a nearby neighborhood. K-9 assistance later tracked the suspect's flight path directly to the area associated with that stolen vehicle.

Two days later, Gig Harbor Police Department, working in conjunction with the Kitsap County Sheriff's Office and Pierce County Sheriff's Office, successfully recovered the stolen 2014 GMC Yukon from this incident. On November 26, while continuing coordinated investigative efforts with Gig Harbor detectives, the suspect was taken into custody by the Kitsap County Sheriff's Office.

The suspect was charged with:

- Assault in the 2nd Degree (2 counts)
- Assault in the 3rd Degree (2 counts)
- Obstruction

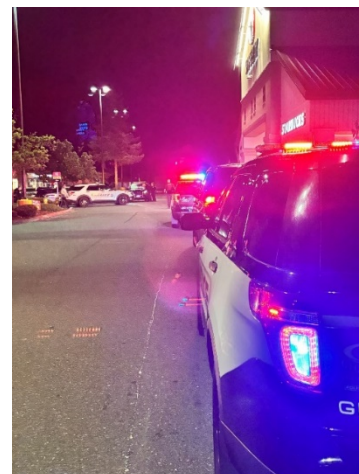
The assault charges include actions against both involved detectives.

Naughty List Activated: This holiday season, the Gig Harbor Police Department will increase patrols and resources to both deter criminal activity and aggressively pursue those who commit crimes in our community.

This seasonal emphasis includes focused patrols targeting:

- Retail theft
- Mail and package theft
- Vehicle prowls in retail and public areas

Patrol efforts will utilize both marked and unmarked units, along with aerial support from the Gig Harbor Police Department drone program to enhance deterrence, detection, and response.



While we enforce the law with the same commitment every day of the year, the increased activity and traffic that comes with the holiday season calls for extra visibility and proactive crime prevention efforts. Criminal activity will continue to be investigated and prosecuted fully, just as it is year-round.

We encourage residents and visitors to stay alert, secure packages and vehicles, and report suspicious activity. Our goal is simple: a safe, enjoyable holiday season for everyone in Gig Harbor.

PUBLIC WORKS

[Public Works Director Jeff Langhelm](#)

“Beaver Dam” Project Update: As previously reported in the October 22 Department Updates, the city installed dams made of wood posts and other natural materials in an unnamed creek to alleviate sediment build-up in the downstream culverts that discharges to Gig Harbor bay. The dams have been put to the test during the recent heavy rainstorms and are not only holding up but also performing well. The pools behind the dams are successfully slowing down the water enough to allow sediment to settle out. The attached photo shows the sediment deposition occurring behind one of the dams. Thanks to Michael Abboud and the Operations Crew for making these successful!



Wastewater Operations: (1) Wastewater staff are developing a series of options to repair a leak in an aeration pipe at the treatment plant. These options will be used to develop a capital project for the 2027-2028 budget. (2) Staff is preparing for upgrades to SCADA equipment at the treatment plant. These upgrades were identified in the 2025-26 budget and are part of the justification for increased sewer utility rates. (3) Crews are inspecting a series of sewer repairs that are being completed by multiple private infrastructure owners. These sewer repairs were identified earlier this year by Wastewater staff. (4) Crews are planning annual maintenance of the centrifuge, which will be completed in January.

Building A Security Upgrades: As noted in the October 22 Department Updates, the city has taken, and continues to take, many steps to increase security at city facilities. The Civic Center has most staff behind an access control system. The city is now embarking on the next phase for security upgrades that will add access control to the area that houses Community Development and PW Engineering. This work will include addition of a glass “store front” and a locked door. The public will request service by a push button alert system and will be accompanied into the secure side of the building by staff. Please anticipate construction of this store front and added access control at the beginning of 2026.

Holiday Tree Lighting: The city will host the annual Holiday Tree Lighting this Saturday, December 6 at Skansie Brothers Park. The fun begins at 4:00 p.m. with lots of local vendors, live music, and of course – SANTA!!! This annual tradition kicks off the holiday season in Gig Harbor. ❄️

Holiday Tree Lighting

4:00 PM

Holiday Vendors, Hot Chocolate & Carolers

4:30 PM

Winter Sounds Concert featuring: THE PROFITS

5:00 PM

Santa & Mrs. Claus arrive via GHFD Fire Engine



Saturday, December 6

Skansie Bros. Park

4 - 6:30 PM

5:00 PM

Holiday Tree Lighting

6:30 PM

Event Concludes

Brought to you by:

GIG HARBOR

THE MARITIME CITY

Capital Improvement Project Status Updates: For the most recent updates on the city’s design and construction projects, see our online [CIP StoryMap](#).



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

Meeting Date: December 8, 2025

SUBJECT: Lagunas on the Bay Utility Extension Agreement

SUBMITTED BY: Public Works Director Jeff Langhelm, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: Move to deny the application for a Sewer Utility Extension Agreement with Minterbrook by the Sea, LLC.

BACKGROUND INFORMATION: The city received a request to allow for additional sewer flows from a property owned by Minterbrook by the Sea, LLC (Laguna's on the Bay). This proposed project would utilize an existing sewer connection from the property to the sewer main within Purdy Drive NW.

The proposed UEA is requesting an additional nine (9) ERU's. The applicant's request letter and associated sewer hydraulic report are attached for your review.

The original Sewer Utility Extension for this property was completed on November 10, 1998, for 1 ERU. Recently, the Purdy area was removed from the city's urban growth area by Pierce County. Per GHMC Section 13.34.020, the city may extend sewer service outside the urban growth area in those limited circumstances shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development. The municipal code language also generally tracks the language of RCW 36.70A.110(4).

This site contains a designated shoreline. Pierce County does not allow any on-site sewage disposal systems to be placed within buffers or setbacks of shorelines. The site also contains a well head protection zone of 100' for the Pederson Harold Well Water System well located on the edge of the shoreline at the back of the building. With the shoreline and well head protection zones both being present, an on-site septic system option is not available to the applicant.

The project lies within the commercially developed area of Purdy that currently has an existing low pressure sewer system that pumps to the city's lift station 13. The site has an existing grinder pump system that the applicant proposes to add with a small gravity system from the structure to the grinder pump effluent tank

GHMC 13.34.020 states that sewer service outside the urban growth area may be provided "in those limited circumstances shown to be necessary to protect basic public health and safety and the environment..." In this case, the existing county restrictions already protect the basic public health and safety by not allowing the development to proceed with sewage disposal systems within buffers or setbacks and ensuring the necessary well-head protection zone. Therefore, there is no public health or safety

issue addressed by the extension request. The apparent benefit of the extension request is to facilitate development which would otherwise not be allowed per County code, which does not qualify as protection of basic public health and safety. As such, staff recommends denial of this application.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Sewer UEA Request Letter_Laguna's on the Bay_2025.09.12
 2. EN-25-0069_Sewer Hydraulic Report_2025.07.24_JHf
-

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



CIVIL ENGINEERING ♦ SURVEYING ♦ LAND PLANNING

Mailing: P.O. Box 949
Gig Harbor, WA 98335
Gig Harbor: 3733 Rosedale St, Suite 200
Gig Harbor, WA 98335
Tacoma: 945 Fawcett Ave
Tacoma, WA 98402
Phone: 253-857-5454
Email: info@contourpllc.com

September 12th, 2025

City of Gig Harbor, Public Works
3510 Grandview Street
Gig Harbor, WA 98335

Regarding: **Laguna's on the Bay** (13810 Purdy Dr NW) Request for Sewer Utility Extension Agreement

To Mr. Langhelm,

I hope this letter finds you well. This letter was prepared on behalf of the property owner *Minterbrook by the Sea LLC* and submitted along with the Capacity Reservation Certificate Application and Sewer Hydraulic Report for the request of a Sewer Utility Extension Agreement (UEA) for the proposed redevelopment project Laguna's on the Bay restaurant to be located at 13810 Purdy Dr NW on Pierce County parcel 0122242031.

The proposed redevelopment will encompass the limited buildable area of the property where a previous structure (that was a non-restaurant) once stood that has since been demolished and removed. When this project and UEA request was initially proposed (November 2023), the property was within the City's Urban Growth Area (UGA), however due to delays with other jurisdictional entities, that UEA was not executed. Once those other jurisdictional hurdles were cleared and an updated application for UEA was submitted, the project area along with Purdy in general were no longer within the City of Gig Harbor's Urban Growth Area (UGA). As the property is now outside the City's UGA, GHMC 13.34.020 applies to this project and states:

Pursuant to RCW 36.70A.110(4), the city may only extend water and sewer outside the urban growth area in those limited circumstances shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development. (Ord. 1235 § 3, 2012).

This property along with all those adjacent are in the City of Gig Harbor's Wastewater Basin #13 and currently have wastewater service through the City. This property has an existing grinder pump system that connects to an existing 3" sewer force main that then proceeds north to the sewer lift station of Wastewater Basin #13. There are no proposed amendments to these existing sewer facilities associated with this project and UEA request. A new gravity side sewer will be constructed on-site for the proposed structure along with a grease interceptor, all connected to the existing grinder pump chamber.

The property contains designated shoreline with much of the property waterward of the shoreline and as Pierce County does not allow any on-site sewage disposal system to be placed within the buffer or setback of a shoreline, there is no availability for an on-site septic system. Additionally, the property contains a well

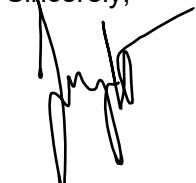
head and most of the water facilities (booster station, meters, etc.) for the *Pederson Harold Well Water System* (State ID#66727L) along with the required 100-ft Well Sanitary Control Area Radius. Given the shoreline and the well head with the 100-ft radius and water facilities on the property, any such on-site sewage disposal system is not feasible and would potentially create a risk to the environment and public health.

As there is an existing sewer system on the property that is currently serviced by the City and connects to an existing sewer system that serves the existing commercial development on the north side of SR302, this sewer service is financially supportable within this system area. Since the requested UEA and the project is contained within the single parcel and will connect to an existing sewer system, and that the properties tributary to this existing sewer system downstream are all generally built out, this request for an UEA would not allow for or otherwise promote increased urban development.

The project and property owner formally request an UEA for continued sanitary sewer service along with the proposed grease interceptor and an increase in sewer Equivalent Residential Units (ERU) to a total of 10 ERUs for the proposed redevelopment. That total requested ERU valuation includes both restaurant and office/retail. It should be noted that the number of requested ERUs decreased from that of the November 2023 request by five. Given the presence of shoreline and a well head on the property with the constraints and potential environmental and public health risks associated with a possible on-site sewage disposal system, as well as that this request would be financially supportable and it would not allow for or otherwise promote increased urban development, I believe the criteria and justification for this requested UEA as outlined in GHMC 13.34.020 has been met and satisfied. Therefore, we respectfully request the approval of this UEA as discussed within and request the earliest possible scheduling with City Council.

If there are any questions, please contact me directly at (253) 220-6537 or via email at the address below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Haug', with a stylized flourish at the end.

Jeremy Haug, P.E.

Project Engineer/Member

Jeremy.haug@contourengeeringllc.com



CIVIL ENGINEERING ♦ SURVEYING ♦ LAND PLANNING

Phone: (253) 857-5454 ~ Fax: (253) 509-0044 ~ Email: info@contourpllc.com

Mailing Address: P.O. Box 949, Gig Harbor, WA 98335

Gig Harbor Office: 3733 Rosedale St, Suite 200, 98335 ♦ Tacoma Office: 945 Fawcett Ave, 98402

PRELIMINARY SEWER HYDRAULICS REPORT

FOR

LAGUNAS ON THE BAY CITY OF GIG HARBOR, WASHINGTON

**MAY 2023
REVISED AUGUST 2023
REVISED OCTOBER 2023
REVISED JUNE 2025
REVISED JULY 2025**



**Prepared For:
Driftwood Laguna LLC
P.O. Box 432
Gig Harbor, WA 98335**

Prepared By:
Jeremy Haug, P.E., Project Engineer

Project # 14-152

I. Introduction and Summary

1. Report Certification

I hereby state that this Sewer Hydraulics Report for **Lagunas on the Bay** has been prepared by me or under my supervision and meets the standard of care and expertise that is usual and customary in this community of professional engineers. I understand that the City of Gig Harbor does not and will not assume liability for the sufficiency, suitability or performance of sanitary sewer facilities prepared by me.

2. Purpose of Report and Study Objectives

This Sewer Hydraulic Report accompanies the Sewer Capacity Reservation Certificate (CRC) Application and the Grease Interceptor Permit application for the proposed Lagunas on the Bay restaurant and retail building located within Pierce County at 13810 SR 302 NW in Gig Harbor, 98332.

The objective of this report is to provide the necessary information to show that the existing sewer facilities are adequate to serve the sewer service requirements of this new building.

This report and CRC Application have been updated from those previously submitted and accepted under EN-23-0087 as that application has since expired. Generally, the only element that was amended from that previous application is the number of ERU's which was due to a modification of the proposed floor and seating plan based on a re-evaluation of the market and adjusted objectives of the owner/developer.

II. Proposed Development

1. Project Description

Project proposes the construction of a new restaurant and retail building on parcel 0122242031 which is approximately 1.11 acres. The project property is located within unincorporated Pierce County with it recently being removed from the City of Gig Harbor's Urban Growth Area, but it is within the City of Gig Harbor's sewer service area as the site is currently being serviced. See Floor Plan Exhibit in Appendix B.

The existing sewer grinder pump and chamber will be utilized (see Section IV) for this new building. A new grease interceptor will be installed with waste lines connecting to the existing grinder pump chamber. See Sewer Plan exhibits in Appendix B.

The shared water well on-site will be maintained with a water storage tank constructed and incorporated into the building to provide adequate fire flow for the project. The existing overhead power and utility lines will be placed underground by Peninsula Light Company.

2. Location and Vicinity Map

See Appendix B for Vicinity Map.

3. Site Plan

See Appendix B for a Sewer Plan and Floor Plan exhibits.

4. Proposed Zoning

The parcel is in unincorporated Pierce County, within the Gig Harbor Community Plan, currently zoned as Activity Center. No change in zoning is proposed.

5. Proposed Land Use and Intensity

Proposed land use will be a restaurant and retail space.

6. Phasing and Timing of Project

The project will be constructed in a single phase starting once all necessary permits are granted. It is anticipated that construction will be completed within 18 months of starting.

III. Existing Conditions

1. Study Area

a. Limits of Sewer Collection Zone

The project appears to be located within Waste Water Basin #13. See Appendix B for map.

b. Existing Zoning

The parcel is in unincorporated Pierce County and currently zoned as Activity Center.

c. Existing Land Uses

The existing parcel is currently vacant with the previous structure having been removed. The project area surface contains a mix of grass, gravel and some pavement.

2. Existing Sewer Infrastructure

There are two existing separate grinder pump chambers and systems within the project area, one for the neighboring gas station/food mart and one for the previous business on this subject parcel which will be utilized for this new building.

These grinder pumps connect to an existing 3" force main which runs through the site, from the south property for which it also serves and then proceeds north under SR 302 to that neighboring Purdy shopping center.

There is no evidence of a previous septic system on or adjacent to the project site.

a. Invert Elevations at Connection Location on Sewer Main

The new building's sewer will connect to the existing grinder pump chamber at elevation 10.40-ft. From here, it connects to an existing 3" force main that proceeds north to the neighboring Purdy shopping center, then it is assumed it connects to the City's lift station on the east side of SR 302. From the lift station, a 6" force main proceeds south up Purdy Dr and eventually converts to a gravity system near Highway 16.

b. Nearest Manhole Location

The nearest manhole is assumed to be located near the City's lift station on the east site of SR 302, across from the Purdy shopping center.

c. Material type(s) at connection location on Sewer Main

The existing material at the City's lift station is unknown at this time.

IV. Proposed Design

1. Minimum Information

a. Site Sewer Flow Rates

See Appendix A for hydraulic calculations.

b. Site Sewer Pipe Material, slope(s) and size(s)

Sewer pipe from building to grease interceptor and into grinder pump chamber will be 6" PVC with minimum slope of 2.0%.

c. Connection to Existing System

Proposed project will connect to existing system at the grinder pump chamber.

2. Information Where Appropriate

a. Pressure main material and size(s)

Pipe material of existing 3" force main is assumed to be steel.

b. Grinder pump and tank, including pressures

There are two existing grinder pump chambers, one for the neighboring gas station/food mart and the other for this subject property and project. Each of the approximately 7-ft diameter chambers has an access hatch. The depth of each chamber from RIM to sump appears to be approximately 12-ft.

The pumps and associated controls for the subject property's chamber will be extracted and evaluated as the system has not been active for many years and the pumps were originally designed for a different use. The pumps and/or controls will be repaired and/or replaced based on assessment but it is anticipated that the existing grinder pump will be replaced with a new E-one manufactured grind pump along with associated controls as needed. If the existing pump is not an E-one grinder pump, it shall be replaced with an E-one manufactured grind pump and associated controls. Everything shall be installed per manufacture specifications.

The pumps and chamber for the gas station/food mart will be left as-is.

c. STEP tank and system, including pressures

Not applicable to this project

d. Lift station system, including pressures

Not applicable to this project

e. Grease traps / interceptors

A 1,500 gallon grease interceptor is proposed for this project. See the Sewer Plan exhibits in Appendix B.

Appendix A

Hydraulic Calculations

Per table within GHMC 13.32.060.B - Quality restaurant: 1 ERU per 8 seats
Commercial: 1 ERU per 1,600 sq. ft.

The project is proposing the following floor areas with associated ERUs:

Restaurant

Total seating area is approximately 3,030 sq. ft.

Total restaurant seating = 54

Inside table seating = 42

Outside seating = 12 (utilized only as weather permits)

54 total seats / 8 seats per ERU = 6.75 ERUs

Offices/Retail

Total available floor area = 3,772 sq. ft.

3,772 sq. ft. / 1 ERU per 1,600 sq. ft. = 2.36 ERUs

Total ERUs = 6.75 + 2.36 = 9.11 ERUs

Rounded up to Nearest Whole Number = **10 ERUs**

1 ERU = 150 GPD

10 ERU's x 150 GPD = 1,500 GPD

Total Sewer Usage = 1,500 GPD

Appendix B

Reference Material



VICINITY MAP

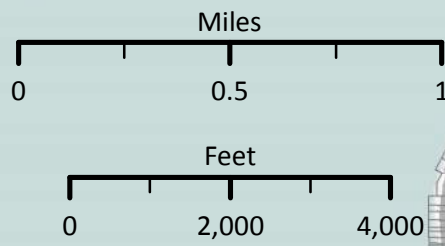
NOT TO SCALE

Sewer System Map

City of Gig Harbor



PROJECT SITE



Legend

City Boundary

UGA Boundary

Parcel Boundary

Waste Water Basin

Sewer Manhole

Waste Water Treatment Plant

Lift Station

Future Lift Station

Sewer Force Main

1.5-in

2-in

4-in

6-in

8-in

10-in

24-in

Future

Gravity Sewer

6-in

8-in

10-in

12-in

15-in

18-in

24-in

Unknown

Future

Gravity Dry Sewer

8-in

Unknown

Private

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The City assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS-IS' AND 'WITH ALL FAULTS.' The City makes no warranty of fitness for a particular purpose.

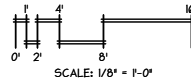
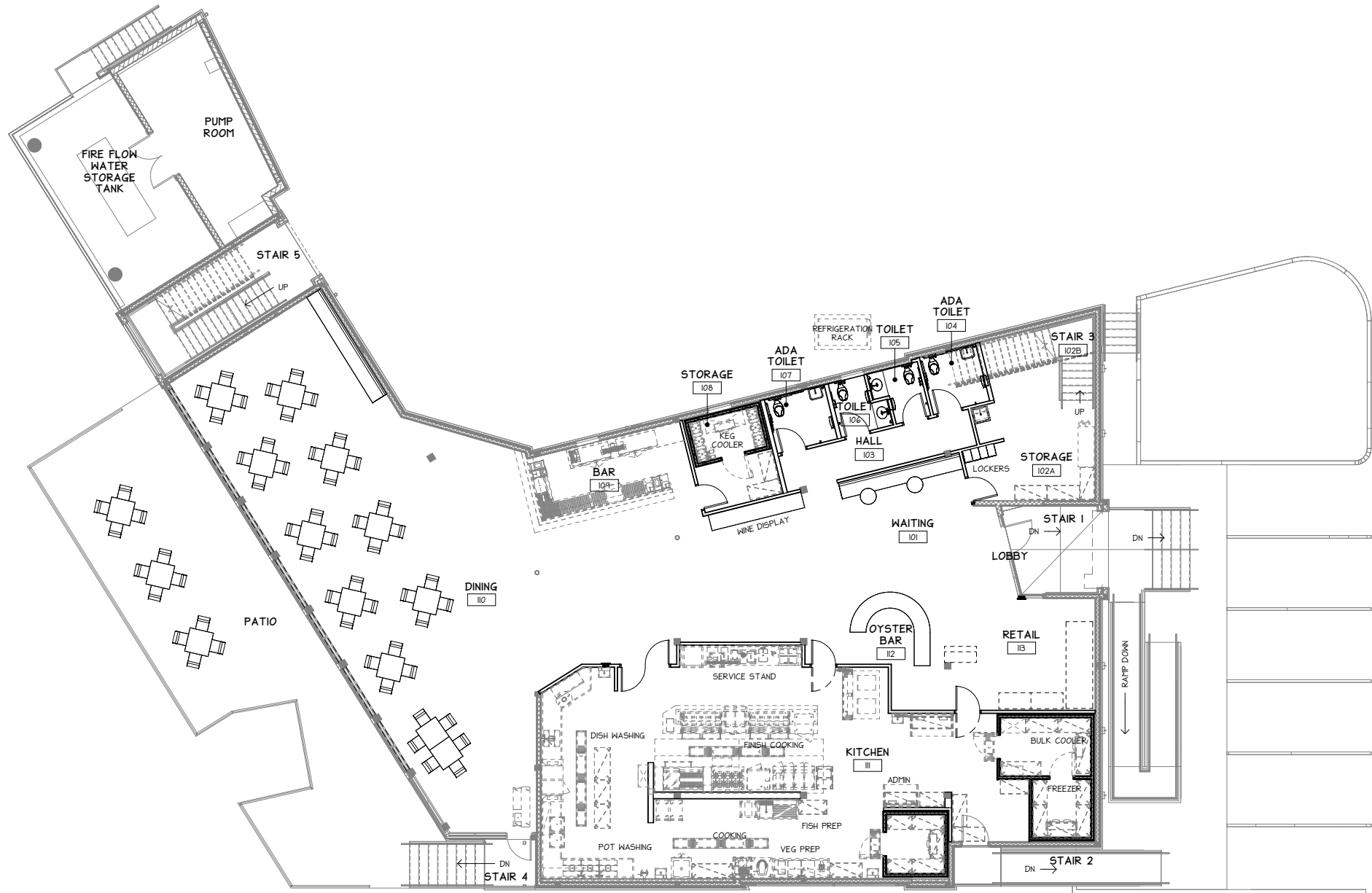
PLOTTED: 5/28/2025 2:50:04 PM PROJECT: a22-001 - LAGUNA'S
FILE PATH: P:\Projects\TA\2022-2023 Projects\A22-001 Laguna's on the Bay\01 Drawings\03 BIM Models\A22-001 Laguna's on the Bay-T1.dwg

FURNITURE LEGEND	
DESCRIPTION	SYMBOL AND TEXT
ROOM IDENTIFICATION	ROOM NAME
room name	room number
	100

GENERAL NOTES	
NOTE	
1.	REFER TO SHEET G040 FOR STANDARD ABBREVIATIONS LIST.
2.	FURNITURE AND OFFICE EQUIPMENT IS F.I.O. (U.N.O. ON FURNITURE PLAN)
3.	PROVIDE POWER, PHONE AND DATA TO FURNITURE AND OFFICE EQUIPMENT AS REQUIRED. COORDINATE WITH OWNER.
4.	COORDINATE ROUGH-IN INSTALLATION REQUIREMENTS WITH F.I.O. EQUIPMENT.
5.	REFER TO ELECTRICAL DRAWINGS AND MECHANICAL DRAWINGS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
6.	KITCHEN APPLIANCES ARE F.I.C. REFER TO SPECIFICATIONS.
7.	FURNITURE LAYOUT AND TYPE SHOWN ON FURNITURE PLANS IS CONCEPTUAL. REFER TO FURNITURE VENDOR'S SHOP DRAWINGS FOR FINAL LAYOUT, DIMENSIONS, TYPE AND INSTALLATION REQUIREMENTS.
8.	PROVIDE POWER, PHONE AND DATA AT WORKSTATION LOCATIONS. COORDINATE FLOOR BOX LOCATIONS AT ISLAND CONDITIONS.
9.	SECURE FILE CABINETS TO WALL OR FLOOR.

FURNITURE PLAN NOTES	
SYMBOL	NOTE
(FNO1)	REFER TO FOOD SERVICES DRAWINGS FOR ADDITIONAL INFORMATION.

FURNITURE PLAN - FIRST FLOOR
1/8" = 1'-0"



HELIX DESIGN GROUP, INC.

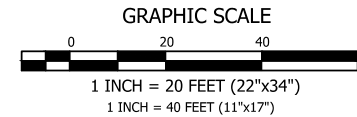
FURNITURE PLAN - FIRST FLOOR

LAGUNA'S ON THE BAY T.I.

GIG HARBOR, WASHINGTON
REVISION DATE

DATE 06.15.23 JOB NO. a22-001
PERMIT SET

A180
DRAWING NO.
© HELIX DESIGN GROUP, INC.: All rights reserved. No part of this document may be reproduced without written permission from Helix Design Group, Inc.
Page 406 of 417



GENERAL SITE INFORMATION

PARCEL #: 0122242031

SITE ADDRESS: 13810 SR 302 NW, PURDY

SITE AREA: 48,400 SF (1.11 AC)

ZONING: ACTIVITY CENTER

OWNER

DRIFTWOOD LAGUNA LLC
P.O. BOX 432
GIG HARBOR, WA 98335
CONTACT: KENT KINGMAN

MEP CONSULTANT

HULTZ/BHU ENGINEERS, INC.
1111 FAWCETT AVE, SUITE 100
TACOMA, WA 98402

ARCHITECT

HELIX DESIGN GROUP, INC.
6021 12TH ST E, SUITE 201
TACOMA, WA 98424-1376
PHONE: (253) 922-9037

GEOTECHNICAL

GEORESOURCES, LLC.
5007 PACIFIC HWY E, SUITE 16
FIFE, WA 98424

ENGINEER/SURVEYOR

J. HAUG PE / STEVE WOODS PLS
CONTOUR ENGINEERING LLC
P.O. BOX 949 GIG HARBOR, WA 98335
(253) 857-5454
DATE OF SURVEY: FEBRUARY 23RD, 2022

FILL SPECIFICATION

FILL MATERIAL SHALL NOT CONTAIN PETROLEUM PRODUCTS, OR SUBSTANCES WHICH ARE HAZARDOUS, DANGEROUS, TOXIC, OR WHICH OTHERWISE VIOLATE ANY STATE, FEDERAL, OR LOCAL LAW ORDINANCE, CODE, REGULATION, RULE, ORDER, OR STANDARD. ONLY EARTH MATERIAL SHALL BE PLACED IN FILLS.

TRENCH NOTES

IF WORKERS ENTER ANY TRENCH OR OTHER EXCAVATION FOUR OR MORE FEET IN DEPTH THAT DOES NOT MEET THE OPEN PIT REQUIREMENTS OF WSDOT SECTION 2-09.3(3)B, IT SHALL BE SHORED AND CRIBBED. THE CONTRACTOR IS ALONE RESPONSIBLE FOR WORKER SAFETY. ALL TRENCH SAFETY SYSTEMS SHALL MEET THE REQUIREMENTS OF THE WASHINGTON INDUSTRIAL SAFETY AND HEALTH ACT, CHAPTER 49.17 RCW.

UTILITY NOTES

EXISTING UTILITY INFORMATION DEPICTED ON THESE PLANS WAS OBTAINED FROM BEST AVAILABLE SOURCES AT THE TIME OF DESIGN. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE RELOCATION OF EXISTING UNDERGROUND CONFLICTING UTILITIES DEPICTED OR NOT DEPICTED ON THESE PLANS.

PIPING NOTE

WASTE PIPE AND VENT SHALL BE OF A MATERIAL AND AT A DEPTH PER THE PLUMBING PLAN UNDER BUILDING PERMIT NUMBER XXXXXXX.

VERTICAL DATUM

BASE:
HELD PIERCE COUNTY CORRS STATION "PRDY".
ELEVATION: 345.46'(NAVD88)

SITE #1
PIERCE COUNTY BENCHMARK 19-3: FOUND TOP OF USC&GS BRASS DISC
STAMPED "WAUNA NUMBER 6" IN THE SOUTH CONCRETE PILING FOR
THE NORTHERLY TRANSMISSION TOWER AT THE EAST END OF THE
PURDY BRIDGE.
ELEVATION: 17.29'(NAVD88)

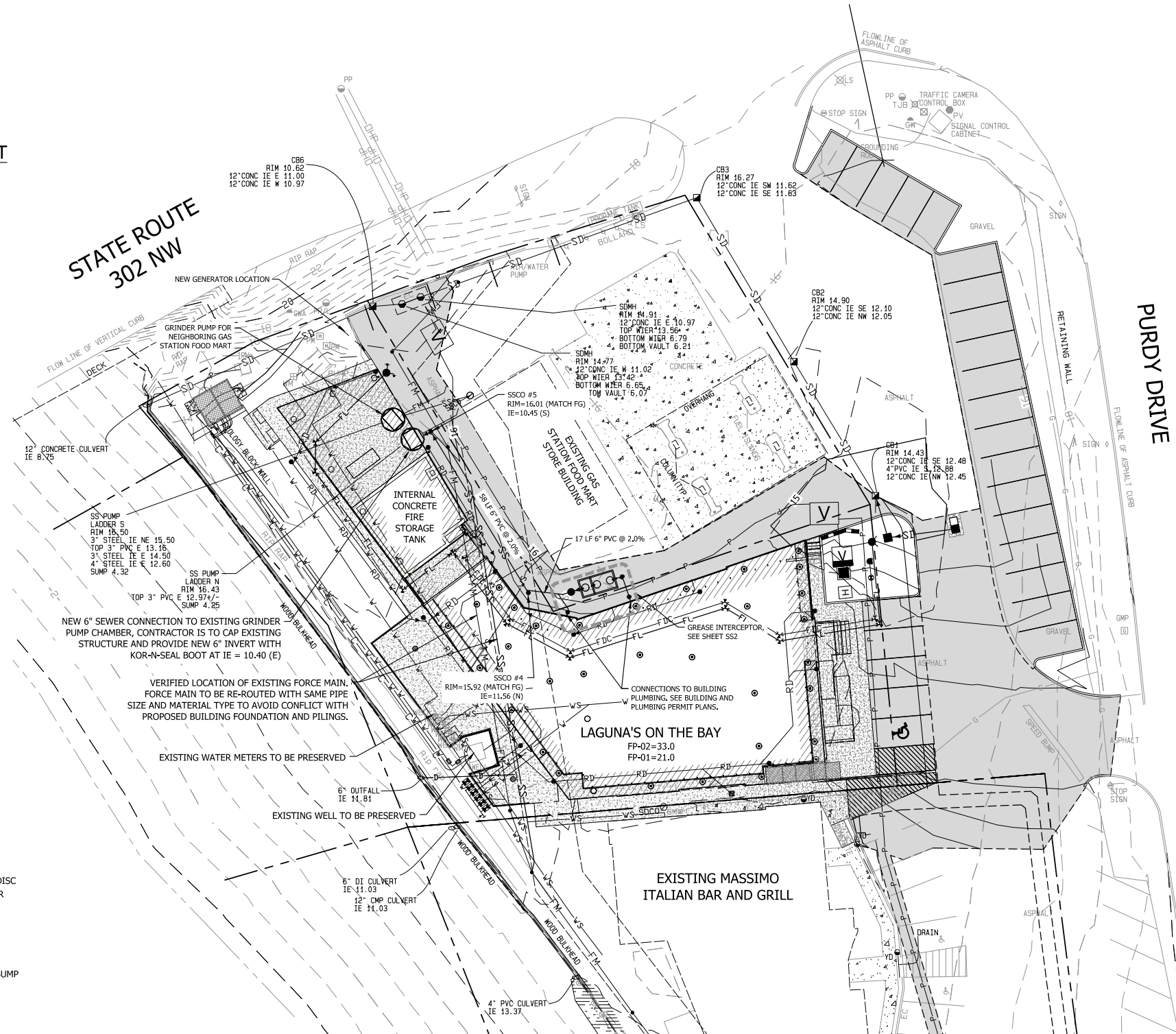
SITE #2
SET MAG NAIL EASTERLY OF SITE SOUTH +/- 1 FOOT FROM SPEED BUMP
AND WEST +/- 11 FEET FROM STOP SIGN. SHOWN HEREON.
ELEVATION: 17.38'(NAVD88)

LAGUNA'S ON THE BAY

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 EAST W.M.

PIERCE COUNTY, WASHINGTON

OVERALL SEWER PLAN



APPROVED SWLE# XXXXX

PLAN APPROVAL EXPIRES THREE (3) YEARS FROM THE DATE OF APPROVAL



VICINITY MAP
NOT TO SCALE

LEGEND

SURVEY

100	CONTOURS	100
---	PROPERTY LINE/RIGHT-OF-WAY	---
---	RIGHT-OF-WAY DEDICATION	---
---	RIGHT-OF-WAY CENTERLINE	---
---	EASEMENT	---
---	BUILDING SETBACK	---
SD	STORM DRAIN LINE	SD
SS	SANITARY SEWER LINE	SS
RD	ROOF DRAIN LINE	RD
DHP	OVERHEAD POWER LINE	DHP
P	UNDERGROUND POWER LINE	P
G	GAS LINE	G
W	WATER LINE	W
●	TYPE 2 CATCHBASIN	●
●	TYPE 1/TYPE 1L CATCHBASIN	●
○	STORM DRAIN CLEANOUT (SDCO)	○
○	SANITARY SEWER MANHOLE	○
○	SANITARY SEWER CLEANOUT (SSCO)	○
○	HYDRANT	○
○	WATER VALVE	○
○	WATER METER	○
○	GAS METER (GM)	○
○	GAS VALVE (GV)	○
○	MONUMENT	○
○	POWER POLE (PP)	○
○	GUY WIRE (GW)	○

ASPHALT	ASPHALT
CONCRETE	CONCRETE
GRAVEL	GRAVEL

FILE NUMBER: EN-23-0041

VERIFICATION NOTE

ALL EXISTING UTILITIES IN THE CONSTRUCTION AREA SHALL BE IDENTIFIED AND VERIFIED FOR DEPTH AND LOCATION PRIOR TO ANY CONSTRUCTION ACTIVITIES SO TO IDENTIFY ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

PRIOR TO ANY CONSTRUCTION ACTIVITIES, VERIFY EXISTING TOPOGRAPHY IS CONSISTENT WITH WHAT IS SHOWN ON PLANS AND IF THERE ARE ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION ACTIVITIES, CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

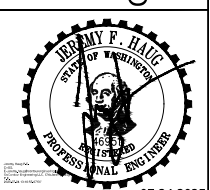
SHEET INDEX

SS1 OVERALL SEWER PLAN
SS2 GREASE INTERCEPTOR
SS3 NOTES AND DETAILS

CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG

DATE	BY	DESCRIPTION	REVISION

CONTOUR ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
PHONE: 253-857-5454 ~ FAX: 253-508-0044 ~ INFO@CONTOURPLLC.COM
MAILING: P.O. BOX 949, GIG HARBOR, WA 98335
PHYSICAL: 4706 97TH ST. NW, BLDG #2, GIG HARBOR, WA 98335



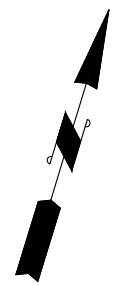
SHEET TITLE: OVERALL SEWER PLAN	07.24.2025
LAGUNA'S ON THE BAY	
CLIENT: KENT & DONNA KINGMAN	
CONTACT: KENT KINGMAN	PHONE:

DESIGNER: J. HAUG
ENGINEER: J. HAUG
DRAWN: J. HAUG
S24 T22N R1E WM
DATE: 12.27.2022
REVISED: 07.24.2025

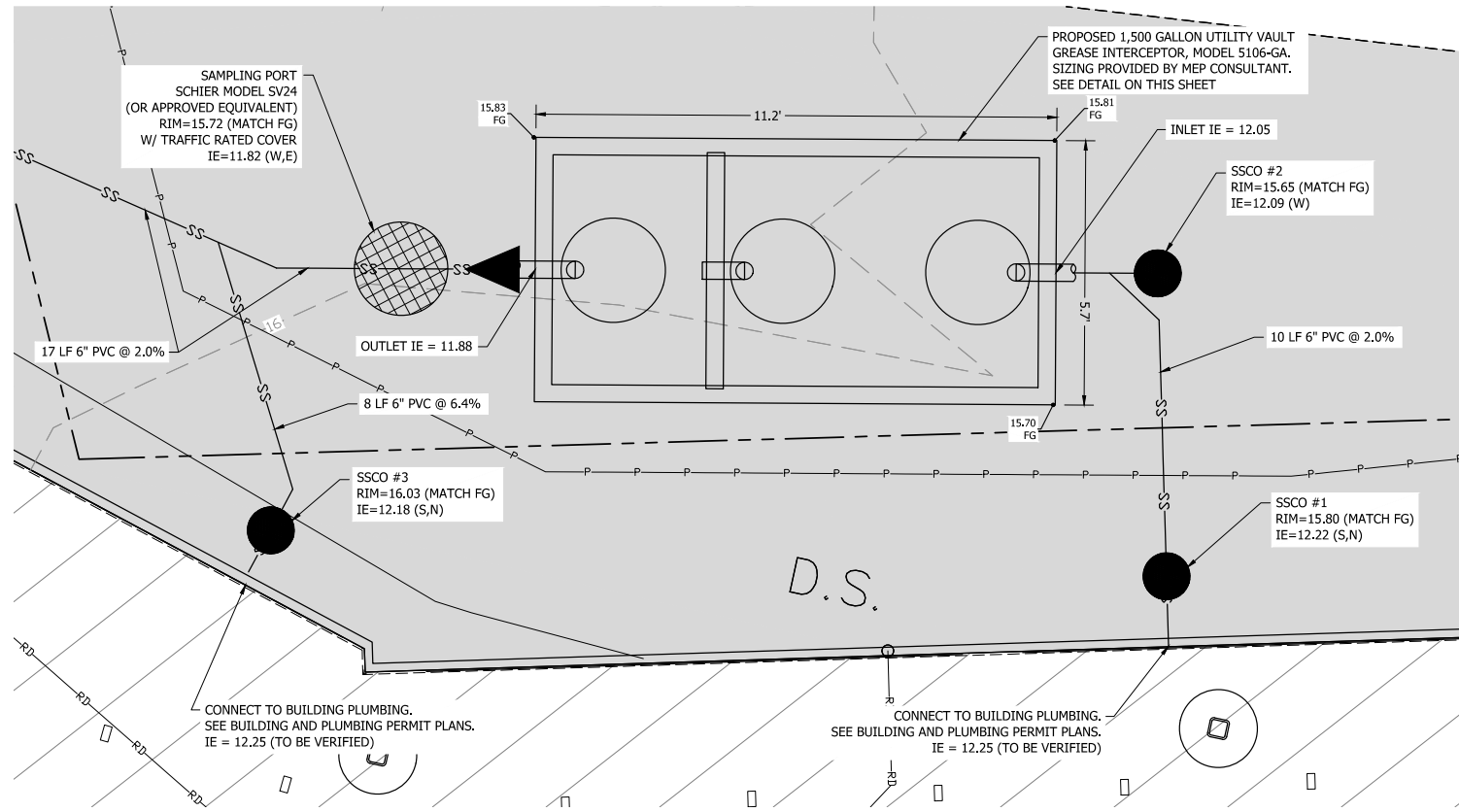
PROJECT: 14-152
DWG NAME: 14-152-C

SHEET	REV.
SS1	

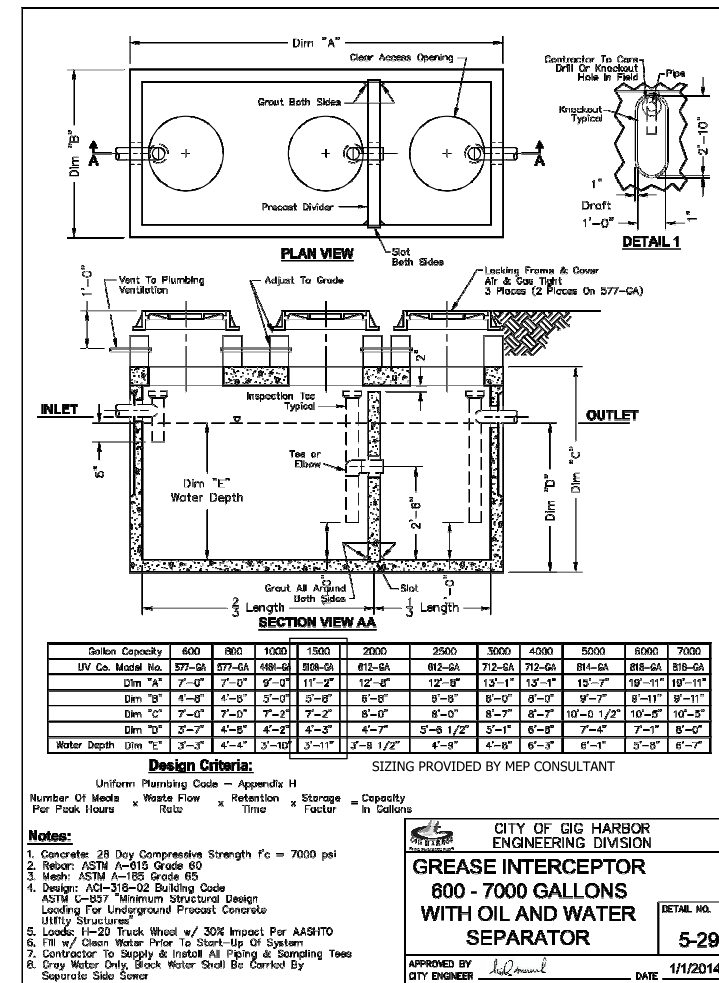
1 OF 3



APPROVED	SWLE# <u>XXXXXX</u>
PLAN APPROVAL EXPIRES THREE (3) YEARS FROM THE DATE OF APPROVAL	



1. THE GREASE INTERCEPTOR SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THIS APPROVED PLAN AND ALL CURRENT CITY ORDINANCES
2. THE INTERCEPTOR SHALL BE INSTALLED ON LEVEL UNDISTURBED SOIL WITH A MINIMUM TOTAL LOAD BEARING CAPACITY OF 2000 POUNDS PER SQUARE FOOT. THE INTERCEPTOR SHALL BE SET ON A LAYER OF PEA GRAVEL (PER PIERCE COUNTY DEPARTMENT OF UTILITIES STANDARD SPECIFICATIONS) A MINIMUM OF 12 INCHES COMPACTED DEPTH.
3. THE CONTRACTOR SHALL INSURE THAT THE INTERCEPTOR IS PLACED WITHOUT DROPPING OR DAMAGING IT DURING CONSTRUCTION.
4. THE INSIDE OF THE INTERCEPTOR SHALL BE CURED A MINIMUM OF 28 DAYS AND SHALL BE CLEAN AND DRY PRIOR TO COATING. IT SHALL BE WATER PROOFED BY THE MANUFACTURER AT THE MANUFACTURING FACILITY WITH TWO (2) COATS OF BITUMINOUS COAL TAR EPOXY COATING SPECIALLY FORMULATED FOR SUBMERGED SERVICE AND EXPOSURE TO RAW SEWAGE. COAL TAR EPOXY SHALL BE BITUMASTIC NO. 300M AS MANUFACTURED BY KOPPERS COMPANY, INC., OR SIMILAR COATING BY TNEPEC OR AMERON. THE MANUFACTURER SHALL RECEIVE PRIOR APPROVAL PRIOR TO USING ANY MATERIAL OTHER THAN BITUMASTIC NO. 300 M.
5. THE GREASE INTERCEPTOR SHALL BE SO INSTALLED AND CONNECTED TO THE SEWER SYSTEM SUCH THAT IT IS EASILY ACCESSIBLE FOR INSPECTION, CLEANING AND GREASE REMOVAL AT ALL TIMES. THE INTERCEPTOR SHALL BE PLACED AS CLOSE AS PRACTICAL TO THE FIXTURES SERVED. ALL MANHOLE COVERS SHALL BE GAS TIGHT IN CONSTRUCTION AND SHALL HAVE A MINIMUM OPENING OF 24 INCHES IN DIAMETER.
6. ALL SEWER LINE CONNECTIONS TO THE GREASE INTERCEPTOR SHALL BE CORE DRILLED AND SEALED WITH A NON-SHRINK GROUT UNLESS THE MANUFACTURER HAS PROVIDED IT WITH CONNECTION PORTS.
7. A GIG HARBOR BUILDING PLUMBING PERMIT IS REQUIRED FOR ALL INTERNAL PLUMBING CHANGES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL LOCATION OF THE INTERCEPTOR AND FOR PUMPING AND FILLING OF ANY TANKS THAT MAY BE DISCONNECTED FROM THE EXISTING SYSTEM. ALL PUMPING AND FILLING OF THE TANKS SHALL BE IN ACCORDANCE WITH SECTION 1119 OF THE 1991 UNIFORM PLUMBING CODE OR THE MOST RECENTLY ADOPTED VERSION BY THE COUNTY.
9. VENTING OF THE GREASE INTERCEPTOR SHALL BE IN ACCORDANCE WITH CHAPTER 4, 5, & 7 OF THE 1991 UNIFORM PLUMBING CODE OR THE MOST RECENTLY ADOPTED VERSION BY THE COUNTY.
10. THE GREASE INTERCEPTOR AND ANY SEWER LINE CONNECTED TO THE EXISTING PUBLIC LINE SHALL REMAIN UNDER THE OWNERSHIP OF THE PROPERTY OWNER WHO SHALL ALSO BE RESPONSIBLE FOR THEIR OPERATION AND MAINTENANCE.
11. GREASE INTERCEPTORS LOCATED IN A PAVED AREA SHALL COMPLY WITH THE HS-20 LOADING STANDARDS.
12. ALL BUILDING SEWER INSTALLATION MUST COMPLY WITH GIG HARBOR PUBLIC WORKS' STANDARDS AND SPECIFICATIONS. ALL POLYVINYL CHLORIDE PIPE SHALL HAVE A MINIMUM OF FIVE (5) FEET COVER IN A DRIVING SURFACE OR A MINIMUM OF 3 FEET OF COVER IS ACCEPTABLE IF CLASS 52 DUCTILE IRON PIPE IS USED OR IF PVC PIPE IS CONCRETE ENCASED.
13. PARALLEL WATER AND SEWER LINES SHALL HAVE A MINIMUM OF 10 FEET OF HORIZONTAL SEPARATION
14. ALL UTILITIES CROSSING SEWER LINES MUST HAVE PROPER VERTICAL CLEARANCE. THE STANDARD VERTICAL SEPARATION FOR WATER LINES IS 3 FEET ABOVE THE SEWER LINE AND 1.5 FEET FOR ALL OTHER UTILITIES. CONCRETE ENCASEMENT OF SEWER LINES WILL BE PERMITTED FOR WATER MAINS CROSSING AT LESS THAN 3 FEET BUT NO CLOSER THAN 1.5 FEET. THE SANITARY SEWER ENCASEMENT SHALL BE 10 FEET ON EACH SIDE OF THE CROSSING.
15. THE CONTRACTOR, DESIGN ENGINEER AND THE OWNER SHALL ATTEND A MANDATORY PRECONSTRUCTION CONFERENCE A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST OBTAIN AN ISSUED GREASE INTERCEPTOR PERMIT PRIOR TO SCHEDULING THE PRECONSTRUCTION CONFERENCE.



PRIOR TO ANY CONSTRUCTION ACTIVITIES, VERIFY EXISTING TOPOGRAPHY IS CONSISTENT WITH WHAT IS SHOWN ON PLANS AND IF THERE ARE ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION ACTIVITIES. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

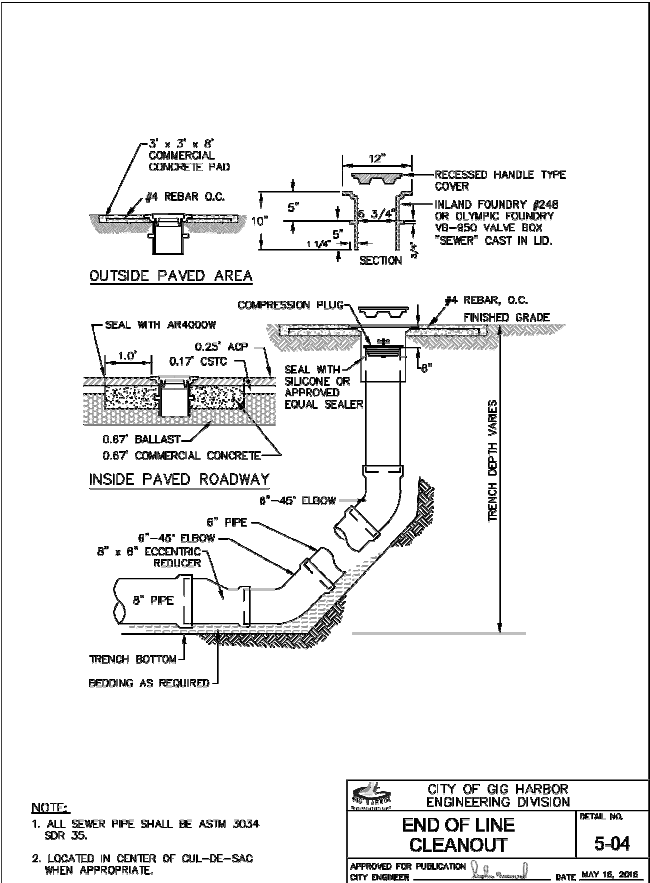
CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG

SHEET TITLE: GREASE INTERCEPTOR	
LAGUNA'S ON THE BAY	
CLIENT: KENT & DONNA KINGMAN	
CONTACT: KENT KINGMAN PHONE:	
DESIGNER: J. HAUG ENGINEER: J. HAUG DRAWN: J. HAUG S24 T22N R1E WM DATE: 12.27.2022 REVISED: 07.24.2025	
PROJECT: 14-152 DWG NAME: 14-152-C	
SHEET	REV.
SS2	
2 OF 3	

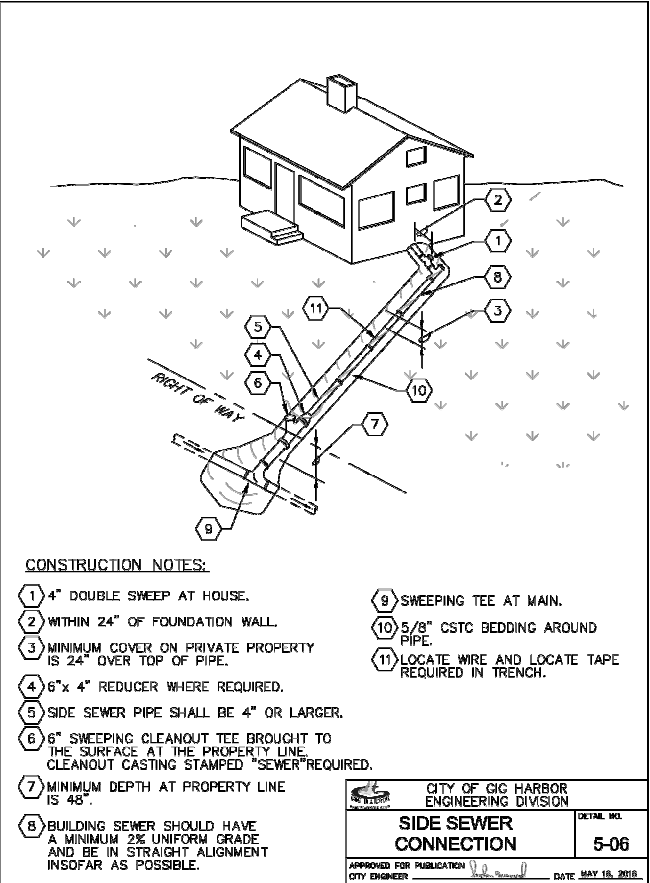
LAGUNA'S ON THE BAY
A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 EAST W.M.
PIERCE COUNTY, WASHINGTON

APPROVED SWLE# XXXXX

PLAN APPROVAL EXPIRES THREE (3) YEARS FROM THE DATE OF APPROVAL



1 END OF LINE CLEANOUT
NOT TO SCALE



2 SIDE SEWER CONNECTION
NOT TO SCALE

FILE NUMBER: EN-23-0041

BY									
DATE									
REVISION									
DESCRIPTION									

CONTOUR
ENGINEERING • L.L.C.
CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS
PHONE: 253-857-5454 ~ FAX: 253-508-0044 ~ INFO@CONTOURPLLC.COM
MAILING: P.O. BOX 949, GIG HARBOR, WA 98335
PHYSICAL: 4706 97TH ST. NW, BLDG #2, GIG HARBOR, WA 98335

ARMY F. HAUG
STATE OF WASHINGTON
PROFESSIONAL ENGINEER
07.24.2025

SHEET TITLE: NOTES AND DETAILS
LAGUNA'S ON THE BAY
CLIENT: KENT & DONNA KINGMAN
CONTACT: KENT KINGMAN
PHONE:

DESIGNER: J. HAUG
ENGINEER: J. HAUG
DRAWN: J. HAUG
S24 T22N R1E WM
DATE: 12.27.2022
REVISED: 07.24.2025

PROJECT: 14-152
DWG NAME: 14-152-C

SHEET	REV.
SS3	
3 OF 3	



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

Meeting Date: December 8, 2025

SUBJECT: Resolution 1348 Adopting 2026 Legislative Agenda

SUBMITTED BY: City Administrator Katrina Knutson

DEPARTMENT: Administration

PHONE: (253) 851-6127

SUGGESTED MOTION: Move to approve Resolution 1348.

BACKGROUND INFORMATION: Each year, the Washington State Legislature considers hundreds of bills that directly or indirectly impact cities. Many of these bills evolve rapidly as they move through committees, work sessions, and floor action. Because legislative schedules do not allow time for council review of every development and because staff must avoid violating the Open Public Meetings Act when bills move quickly, the city relies heavily on a clearly adopted legislative agenda to guide timely and accurate engagement.

The 2026 Legislative Agenda aligns the city's priorities with state-level opportunities and constraints. It provides unified policy direction for the mayor, council, staff, and the city's contract lobbyist, ensuring that all parties are advocating from the same foundation when interacting with legislators, committee staff, association partners, and statewide coalitions.

This alignment strengthens the city's effectiveness in Olympia by:

- Providing clear, consistent messaging on issues most important to Gig Harbor.
- Allowing staff to respond quickly and accurately when bills change with little notice.
- Enhancing credibility with legislators by demonstrating organized, consistent positions.
- Enabling strategic use of limited staff and consultant resources, focusing efforts on areas where the city will see the most benefit.
- Supporting proactive, not reactive, advocacy, positioning the city to influence legislation early.

In addition, adopting the agenda helps ensure the city's advocacy aligns with broader regional and statewide policy efforts, especially through partnership with the Association of Washington Cities (AWC) and other local governments.

Analysis

The 2026 Legislative Agenda emphasizes priorities that reflect both emerging community needs and long-term policy commitments. Key elements include infrastructure investment, childcare access, a community center, and fish passage responsibilities. Each of which represents a substantive area where Gig Harbor

requires state partnership or relief.

From a strategic standpoint, the agenda balances local control, fiscal sustainability, and community well-being. Many of the issues addressed, such as GMA reform, indigent defense funding, and statewide housing mandates carry significant operational and financial implications for the city. By articulating the city's positions in advance, the agenda enables staff to analyze proposed legislation through a consistent lens and speak confidently on behalf of the city.

The agenda also reinforces council's fiduciary responsibility by ensuring advocacy efforts are efficient and targeted, maximizing the city's influence while minimizing unnecessary expenditure of time or resources.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Resolution 1348

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

RESOLUTION 1348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE CITY'S 2026 STATE LEGISLATIVE AGENDA

WHEREAS, city staff and the city council have worked diligently to establish a legislative agenda of matters of great importance to the city and its residents; and

WHEREAS, in working with our state legislators, the mayor, city council and city staff will put special emphasis on the matters listed in the legislative agenda; and

WHEREAS, the city council now desire to formally adopt the 2026 State Legislative Agenda to inform residents and legislators;

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

Section 1: Agenda Adoption. The 2026 State Legislative Agenda is hereby adopted as set forth in Exhibit A.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 8th day of December, 2025.

Mary K. Barber
Mayor

Attest:

Joshua Stecker
City Clerk

EXHIBIT A

2026 State Legislative Priorities

Gig Harbor Community Center

The City of Gig Harbor envisions a modern community center to serve as a hub for recreation, wellness, learning, and connection for residents of all ages. With a rapidly growing and aging population, the city faces increasing demand for accessible public spaces and programs that foster social engagement, health, and community resilience. The proposed facility would offer diverse amenities—from fitness and wellness programs to educational and cultural events—while also providing critical support services for seniors and opportunities for civic involvement. The city is in the process of solidifying project partners, soliciting community input and developing a funding strategy. The city will be pursuing all sources of funding including private donations, local dollars, and grant funds. The city anticipates requesting support from the state's 2027-29 capital budget.

Important Topics

The City of Gig Harbor will emphasize the importance of the following issues when they are brought up for discussion by the Legislature.

Childcare: Access to quality, affordable, childcare is a significant barrier to economic development. We will support state efforts to increase access to childcare for working families, including subsidies for childcare providers and additional capital investment for facilities.

Fish Passage Funding: Given the significant number of culverts in the city that need to be replaced, this is a significant issue. The state must increase the assistance it provides to local governments for the cost of providing fish passage.

GMA Reform: Under its current structure, the GMA emphasizes community engagement and local planning decision-making. However, increasingly prescriptive statewide zoning and land-use mandates risk undermining that foundational structure. The city requests the Legislature make statutory changes to either reflect a shift toward state-level planning or clarify goal-based local flexibility is consistent with the GMA's policy framework. Additionally, the city urges the Legislature to refrain from enacting further land-use and planning mandates until cities have sufficient time to implement the substantial changes recently adopted.

Housing Supply: The city supports policies that increase the production of housing by reducing costs, eliminating administrative barriers, and/or funding incentives. The city also supports policies to protect existing housing stock like mobile home parks.

Indigent Defense: It is the State's responsibility to provide indigent defense services, and the burden of this responsibility has been delegated to cities and counties with little funding. This cost has skyrocketed and places a heavy burden on limited flexible funds available to the city. The city supports increased state funding for public defense services to comply with new caseload standards established by the Washington

Supreme Court. Additionally, the city urges the state to invest in workforce development initiatives, such as incentives and training programs, to attract and retain qualified public defenders.

Infrastructure Funding: Cities require stable and growing infrastructure funding to meet the demands of the Legislature and our residents for: affordable housing, reliable utility services, public health and recreation, and access to other city services. The Legislature must protect and increase existing infrastructure programs relied upon by local governments.

Juvenile Access to Attorney: The city supports clarifying statutes that govern law enforcement engagement with juveniles to promote community policing and eliminate unnecessary juvenile interaction with the criminal justice system.

Protect State Funding to Locals: The city requests the Legislature protect state shared revenues and state grant programs, which provide essential resources for local services. Preserving these funding streams ensures cities can effectively meet community needs and advance statewide policy goals.

Renter Protections: Nearly half of the city's residents are renters. The city supports policies that promote housing stability for renters and prevent displacement.

The City of Gig Harbor supports the Association of Washington Cities' legislative agenda.

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

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

Day	Date	Time	Group	Agenda Items
M	Dec. 8	5:00pm	Reception	Reception honoring outgoing councilmembers
M	Dec. 8	5:30pm	City Council Meeting	<i>See Agenda</i>
TH	Dec. 11	3:00pm	City Council Study Session FULL	• Soundview Forest Stormwater Park Grant (20 min) • Trailside Apartment Utility Extension Agreement (10 min) • YMCA Sports Complex Services Agreement (30 min) • City Insurance Provider Change (30 min) • City Business Hours (15 min)
TU	Dec. 16	11:00am	Arts Commission	CANCELLED
TH	Dec. 18	5:30pm	Planning Commission	CANCELLED
W	Jan. 7	5:30pm	Parks Commission	
F	Jan. 2	5:30pm	Planning Commission	CANCELLED
F	Jan. 9	9:00am	City Council Retreat	Harbor History Museum
M	Jan. 12	5:30pm	City Council Meeting	Presentation: • Oath of Office for Mayor and Incoming Councilmembers • PSD Levy • Youth Council Update Consent: • Professional Services Contract with HDR Consultants for LS#14 Design and Permitting Executive Session: Potential Litigation
TH	Jan. 15	3:00pm	City Council Study Session	• Public Works Staffing Study (45-min) • ITS Staffing Study (30-min) • Executive Session
TH	Jan. 15	5:30pm	Planning Commission	
TU	Jan. 20	11:00am	Arts Commission	• Annual OPMA Training
M	Jan. 26	5:30pm	City Council Meeting	Business: • Council Committee Assignments • Election of Mayor Pro Tempore • Resolution 1348 Adopting Crescent Creek Park Master Plan Staff Report: Quarterly Finance & Budget Reports

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

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

Day	Date	Time	Group	Agenda Items
TH	Jan. 29	3:00pm	City Council Study Session	• Legislative Update – Shelly Helder (30 min) • 2025 Season-end South Sound Pumpout Report (15 min)
M	Feb. 9	5:30pm	City Council Meeting	
TH	Feb. 12	3:00pm	City Council Study Session	• Legislative Update – Shelly Helder (30 min)
M	Feb. 23	5:30pm	City Council Meeting	
TH	Feb. 26	3:00pm	City Council Study Session	

City of Gig Harbor Three-Year Strategic Plan 2025-2027

Adopted by Resolution 1340, July 14, 2025

Vision Statement: *The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.*

Foundational	Goals	Actions – Routine/Annual	Actions - Project
Foster a healthy city organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Prioritize staff training - Encourage and obtain employee feedback - Fill all vacancies in a timely manner	- Re-qualify for AWC Well City designation - Conduct biennial employee satisfaction survey - Promote and enhance the city's DEI program	☐ Update personnel regulations ☐ Update safety manual and accident prevention program ☒ Consider salary & benefits study recommendations ☐ Research and Implement HR Information Systems Improvements
Ensure sustainable future for public services and facilities	- Provide effective and efficient municipal services - Increase city communication effectiveness - Listen to community needs and expectations - Source funding for parks, streets, and utilities - Ensure infrastructure to support community needs - Fund only capital projects the city can afford to maintain into the future	- Update utility rates as needed - Continually improve permit and land use processes - Increase resources for capital projects to move through design and construction - Review/amend TIP to improve motorized and non-motorized transportation - Maintain excellent bond rating - Evaluate and amend city fee schedules	☐ Create a city-wide communications plan ☐ Update public works standards ☐ Explore options for B&O tax and other revenue sources ☒ Explore options for Transportation Benefit District Fund uses ☐ Source funding for Sports Complex Phases 2 & 3 ☐ Develop permit processing timeline goals and metrics
Priorities	Goals	Actions – Routine/Annual	Actions - Project
Maintain smalltown character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Decrease distance to get to a park or open space	- Annually docket comprehensive plan amendments - Fund Harbor History Museum operations - Monitor state legislative activity - Support the arts commission - Support sister city program - Fund creative endeavor grants - Monitor short-term rentals - Conduct HOA fair - Support community events and programs	☒ Complete 2024 Comprehensive Plan periodic update ☐ Establish park standards ☐ Conduct Crescent Creek Park Master Plan ☐ Complete Sports Complex Phase 1 ☐ Design and construct fishermen's homeport ☐ Solicit nominations for local historic register
Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Annually review climate action plan - Consider possible conservation properties and/or mitigation areas and activities - Assess gaps of electric vehicle charging stations - Promote commute trip reduction goals - Electrify city fleet	☐ Form climate action committee ☐ Adopt tree retention policies ☒ Annex parcels in city's parks system ☐ Transition city diesel fleet to R99 renewable diesel fuel ☐ Partner with Harbor WildWatch on environmental education
Promote and enhance a dynamic and robust economy	- Increase promotion of local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing - Develop sewer conveyance in unserved/underserved sewer basins	- Support Downtown Waterfront Alliance - Support Chamber of Commerce - Fund tourism with lodging tax grants - Promote downtown businesses/events - Collaborate with Pierce Transit for trolley - Evaluate and amend development regulations	☐ Create a business retention and attraction plan ☐ Develop and implement small business resources ☐ Develop Cultural Access Program ☐ Support establishment of a Creative District ☐ Review off-street parking requirements for businesses
Provide a safe, healthy, and inclusive community	- Foster safe, livable and attractive community - Ensure city services are available to all residents - Implement DEI in city personnel practices - Enhance walkability and pedestrian/cyclist safety	- Provide funding for senior programming - Develop housing, health, & human services program - Support Community Diversity Engagement Committee - Ensure high standard of ADA compliance - Monitor city water system for possible treatment needs - Evaluate needs for rapid flashing beacon crossings - Continue partnerships for youth opportunities	☐ Collaborate on senior center permanent home ☒ Establish youth council ☒ Obtain police department accreditation ☐ Update emergency management plan ☐ Install Cushman Trail/Harborview Drive Connector Trail ☒ Consider installing speed cameras near parks and schools ☐ Establish an ADA parking program for public right of way ☐ Develop manganese treatment options for city water