

## **ORDINANCE NO. 660**

### **AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S PROVISION OF WATER AND SEWER SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS, DESCRIBING THE CONDITIONS UNDER WHICH SUCH SERVICE SHALL BE PROVIDED, ADDING A NEW CHAPTER 13.34 TO THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, the City is statutorily authorized to provide water and sewer service to property beyond the City limits (RCW 35.67.310 and 35.92.200); and

WHEREAS, the City may provide water and sewer service to property beyond its limits under such terms, conditions and payments as may be prescribed by the City and evidenced in a written agreement between the City and property owners; NOW, THEREFORE,

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

Section 1. A new chapter 13.34 is hereby added to the Gig Harbor Municipal Code to read as follows:

#### **13.34 WATER AND SEWER SERVICE OUTSIDE CITY LIMITS**

##### 13.34.010 City's Authority to Provide Service Outside City Limits.

- A. The City is authorized, pursuant to RCW 35.37.310 and RCW 35.92.200 to provide sewer and water service to property outside the City limits. The provision of such service is not mandatory. In all circumstances in which the City agrees to provide water or sewer service to property beyond its limits, the applicants for such service must comply with all the terms and conditions of this chapter.
- B. After designation of the City's Urban Growth Area boundary by the County as contemplated by RCW 36.70A.110, the City is prohibited from annexing territory beyond such boundary (RCW 35A.14.005). Therefore, the City's extension of water and sewer service outside the City limits to property not contained within the City's Urban Growth Area is not appropriate under GHMC Section 13.34.060(H) below.

13.34.020 Water or Sewer Service Application. Any person desiring to have their property connected with the City's water supply system or with sewer service shall make application at the office of the City Clerk-treasurer on the appropriate form. Every such application shall be made by the owner of the property to be supplied the service, or by his/her authorized agent. The applicant must state fully the purposes for which the water and/or sewer service is required. Applicants must agree to conform to the City's rules and regulations concerning water and sewer service set forth in Title 13 of the Gig Harbor Municipal Code, as the same now exists or may be amended in the future.

**13.34.040 Charges for Water or Sewer Service.** Applicants for water and/or sewer service to property outside the City limits shall be charged the rates for such service as set forth in GHMC Section 13.04.030 (water service) and 13.32.030 (sewer service), as those code sections now exist or may hereafter be amended. All other additional charges applicable to water and/or sewer service to property within the City limits in Title 13 shall also be imposed, where appropriate.

**13.34.060 Utility Extension Agreement.** Every applicant for water and/or sewer service outside the City limits must agree to sign an agreement with the City, which conditions the provision of the service on the following terms:

- A. Agreement to Run with the Property.** The agreement shall be recorded against the property in the Pierce County Auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.
- B. Warranty of Title.** The agreement shall be executed by the Owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.
- C. Costs of Design, Engineering and Construction of Extension.** The Owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to City standards and conform to plans approved by the City Public Works Director. Costs of plan review and construction inspection shall also be paid by the Owner.
- D. Capacity Commitment Payments.** The Owner shall agree to pay for the City's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the City.
- E. Easements and Permits.** The Owner shall secure and obtain at the Owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.
- F. Dedication of Capital Facilities.** The Owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension, (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the City, upon the completion of construction, approval and acceptance by the City.
- G. Connection Charges.** The Owner shall agree to pay the connection charges set by the City in GHMC Sections 13.04.080(C) and/or 13.32.070 (as these sections now exist or may hereafter be amended), as a condition of connecting to the City water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.
- H. Agreement Not to Protest Annexation.** The Owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the City.

**I. Waiver of Right to Protest LID.** If, at the time of execution of the agreement, the City has plans to construct certain improvements that would specially benefit the Owner's property, the agreement shall specifically describe the improvement. The Owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

**J. Development of Property to Conform to City Code.** The Owner shall agree to comply with all requirements of the City's comprehensive land use plan, zoning and building codes, and the City of Gig Harbor Public Works Standards when developing or redeveloping the property subject to the agreement.

**K. Termination for Non-Compliance.** In addition to all other remedies available to the City for the Owner's non-compliance with the terms of the agreement, the City shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

**Section 2.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 3.** This ordinance shall be in force and take effect five (5) days after its publication of an approved summary consisting of the title.

APPROVED:

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Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

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Mark E. Hoppen, City Administrator

APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

Filed with City Clerk: 1/5/94  
Passed by City Council: 1/24/94  
Date Published: 2/2/94  
Date Effective: 2/7/94