Council Meeting Date: June 11, 2001 **Agenda Item:** 7(e)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Ordinance No. 274 Granting Shoreline Water District A Franchise To Operate A Water System Within The City Of Shoreline
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Kristoff T. Bauer, Assistant to the City Manager

EXECUTIVE / COUNCIL SUMMARY

The Shoreline Water District ("District") is the exclusive provider of water distribution service within the area of the City roughly east of Interstate-5. The District's franchise to operate within the City expired December 31, 1999. Proposed for Council consideration is Ordinance No. 274 granting the District a new franchise to operate within the City.

In 1999, the City began in earnest to explore its potential role in providing water services throughout the City. Also in 1999, in response to reduced sales tax equalization funds from the state due to the loss of Motor Vehicle Excise Tax revenue, the City took action to adopt a 6% utility tax on all services including water. Both water service providers, however, asserted immunity from the City's taxing authority. As an alternative, the City adopted Ordinance No. 214 granting a franchise to Seattle Public Utility ("SPU") to provide water services. This agreement provides for the payment of a 6% franchise fee, the same rate paid by other utilities operating in the City. Due in part to the City's efforts to explore its role in providing water services, the District was not at that time willing to discuss a similar franchise agreement, so their franchise lapsed and they have not been paying either the utility tax or a franchise fee.

So as not to disrupt water services within the District's service area, staff has continued to work with the District in obtaining permits and other authorizations necessary to work within the City's right-of-way despite the fact that this practice is contrary to existing City regulations and does not fully protect the City's interests.

In March 2001, staff presented a report drafted in conjunction with the engineering firm of CH2M Hill analyzing the potential impacts of the City assuming the District. At that time, based on past Council deliberations in 1999 and in January and February 2000, the following three alternative courses of action for the City were under consideration by your Council:

1. Annexing to the Shoreline Water District ("District"): Staff would focus on negotiating an interlocal supporting District efforts to acquire and operate SPU's service area in Shoreline.

2. Assuming the District's current water service system: Staff would focus on analysis and legal process, as established by state law, necessary to assume the District's assets, liabilities, and personnel. The current relationship with SPU would not change.

3. Acquiring SPU's and assuming the District's service systems and serving all of Shoreline: This combines the second option with acquiring SPU's service area resulting in a City utility serving all of Shoreline and potentially part of Lake Forest Park.

At the conclusion of that discussion, Council directed staff to focus efforts on Option 1 above and to begin working with the District to develop an interlocal agreement to address a number of issues including District efforts to acquire and operate SPU's service area in Shoreline. Prior to March 2001, Council meeting, the District had expressed a willingness to enter into a City franchise consistent with that of SPU.

The proposed franchise is based on that adopted for SPU and is not intended to form the unique relationship between the City and the District that the Council has directed staff to pursue. The City and the District are working on the development of a separate interlocal agreement to address issues identified in discussions with the Council in March and April. The intent of the proposed ordinance is to simply clarify important, but standard operational issues related to the District's work in the City's right-of-way.

Key Elements

The proposed franchise ordinance contains the following key terms:

- Standard indemnification and right-of-way coordination and maintenance requirements,
- Coordinated right-of-way permitting,
- Provision for a 6% franchise fee, and
- The proposed ordinance would be effective through December 31, 2004.

The proposed franchise is estimated to increase General Fund revenues by $190,000 per year. Depending upon the effective date of the ordinance, approximately half of this amount, or $95,000 could accrue to the City in 2001.

RECOMMENDATION

Adopt Ordinance No. 274 Granting Shoreline Water District A Non-Exclusive Franchise To Construct, Maintain, Operate, Replace And Repair A Water System Within Public Rights-Of-Way Of The City Of Shoreline.

ATTACHMENTS

Attachment A	Proposed Ordinance No. 274 Granting Shoreline Water District A Non-Exclusive Franchise To Construct, Maintain, Operate, Replace And Repair A Water System Within Public Rights-Of-Way Of The City Of Shoreline

Approved By: City Manager KKB City Attorney

ORDINANCE NO. 274

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING SHORELINE WATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service;" and

WHEREAS, the Council finds that it is in the bests interests of the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to the Shoreline Water District for the operation of a water system within the City right-of-way; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:

   1.1. City: The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

   1.2. Days: Calendar days.

   1.3. Director: The City Manager or designee.

   1.4. District: Shoreline Water District, a municipal corporation organized under RCW 57.

   1.5. Facilities: All pipes, access ways, pump stations, storage facilities, equipment, and supporting structures, located in the City's right-of-way, utilized by the District in the operation of activities authorized by this Ordinance. The abandonment by District of any facilities as defined herein shall not act to remove the same from this definition.

   1.6. Permittee: A person who has been granted a permit by the Permitting Authority, and District operating under Section 6.6 Blanket Permit of this agreement.

1.7. Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.8. Person: An entity or natural person.

1.9. Revenue: This term as used herein shall refer to all revenue collected from District's customers with billing addresses that are within the corporate boundaries of the City, not including late fees.

1.10. Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Shoreline.

2. **Franchise Granted.**

2.1. Pursuant to RCW 35A.47.040, the City hereby grants to District, its successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.

2.2. This Franchise shall grant District the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a water system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Shoreline, as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

2.3. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way. Such Franchise shall in no way prevent or prohibit the City from using any right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way or other public properties of every type and description.

3. **Franchise Term.** The term of the Franchise granted hereunder shall be for the period commencing upon the effective date of this ordinance through December 31, 2004. This Franchise will automatically renew for an additional two-year period unless its termination is confirmed in writing by the City at least sixty days prior to December 31, 2004, or it is replaced by a substitute Franchise ordinance prior to that date.

4. **Franchise Fee.** In consideration of the right granted to District to occupy City rights-of-way for the purpose of operating a water utility within the City and as partial compensation for the City's costs to construct, maintain, repair, develop, and manage the right-of-way, District agrees:

4.1. To collect and distribute to the City a Franchise fee equal to 6% of Revenues generated from its operations within the City.

4.1.1. This Franchise fee shall be collected beginning upon the effective date of this Franchise.

4.1.2. Proceeds of the Franchise fee collected shall be distributed to the City no later than 30 days after the end of each calendar quarter (quarters ending at the end of March, June, September and December).

4.2. Should the District be prevented by judicial or legislative action from collecting a Franchise fee on all or a part of the revenues, District shall be excused from the collection and distribution of that portion of the Franchise fee.

4.3. Should a court of competent jurisdiction declare, or a change in law make the Franchise fee to be collected on behalf of the City invalid, in whole or in part, or should a court of competent jurisdiction hold that the collection of the Franchise fee by District is in violation of a pre-existing contractual obligation of District, then District's obligation to collect and distribute a Franchise fee to the City under this Section shall be terminated in accordance with and to the degree required to comply with such court action.

4.4. District agrees that the Franchise fee established by this Section is appropriate and that District will not be a party to or otherwise support legal or legislative action intended to result in judicial determinations or legislative action referred to in Sections 4.2 & 4.3 hereof.

5. **City Ordinances and Regulations.**

5.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate regulations, the location, elevation, and manner of construction and maintenance of any facilities of District located within the City right-of-way. District shall promptly conform with all such regulations, unless compliance would cause District to violate other requirements of law.

6. **Right-of-Way Management.**

6.1. Excavation.

6.1.1. During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the right-of-way so as to interfere as little as possible with the safe and unobstructed passage of traffic and the unobstructed use of adjoining property. District shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or state law, including RCW 39.04.180, for the construction of trench safety systems.

6.1.2. Whenever District excavates in any right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so in accord with the ordinances and regulations of the City requiring permits to operate in the right-of-way. In no case shall any such work commence within any right-of-way without a permit, except as otherwise provided in this Ordinance. During the progress of the work, District shall not unnecessarily obstruct the passage or use of the right-of-way, and shall provide the City with plans, maps, and information showing the proposed and final location of any facilities in accordance with Section 6.10 of this Ordinance.

6.2. Abandonment of District's Facilities. No facilities laid, installed, constructed, or maintained in the right-of-way by District may be abandoned by District without the prior written consent of the Director of a removal plan. All necessary permits must be obtained prior to such work.

6.3. Restoration after Construction.

6.3.1. District shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the right-of-way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

6.3.2. If it is determined that District has failed to restore the right-of-way in accordance with this Section, the City shall provide District with written notice including a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, the City, or its authorized agent, may restore the right-of-way. District is responsible for all costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Paragraph shall be in addition to those otherwise provided by this Franchise.

6.4. Bonding Requirement. District, as a public agency, is not required to comply with the City's standard bonding requirement for working in the City's right-of-way.

6.5. Emergency Work, Permit Waiver. In the event of any emergency where any facilities located in the right-of-way are broken or damaged, or if District's construction area for their facilities is in such a condition as to place the health or safety of any person or property in imminent danger, District shall immediately take any necessary emergency measures to repair or remove its facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve District from later obtaining any necessary permits for the emergency work. District shall apply for the required permits the next business day following the emergency work or as soon as practical given the nature and duration of the emergency.

6.6. Blanket Permit. The terms "Minor Activities" and "Blanket Activities" shall be defined in a specifically negotiated Blanket Permit Definitions, a copy of which has been filed with the City Clerk and identified by Clerk's Receiving Number ____. Permittee shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of this Section. All other activities will require a separate permit in accordance with City ordinances.

6.6.1. The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.

6.6.2. The Permittee shall provide a monthly list of permit construction activity by the 10th of the following month listing the previous month's activity authorized under this Section.

6.6.3. The Permittee shall provide payment of inspection fees for the monthly activity on a monthly basis. No statement will be provided by the City.

6.6.4. For each separate use of the right-of-way under this Section, and prior to commencing any work on the right-of-way under this Section, the Permittee shall:

6.6.4.1. Fax or otherwise deliver to the Permitting Authority, at least twenty-four (24) hours in advance of entering the right-of-way, a City Inspection Request Form, as provided by the Permitting Authority, which shall include at a minimum the following information: Franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.

6.6.4.2. Fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority within twenty-four (24) hours after completing work.

6.6.5. In the event the Permittee fails to comply with any of the conditions set forth in this Section, the City is authorized to immediately terminate the Permittee's authority to operate under this Section by providing Permittee written notice of such termination and the basis therefore.

6.6.6. The City reserves the right to alter the terms and conditions of Subsection 6.6. and of Blanket Permit Definitions by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph, including any change in the inspection fee stated in Blanket Permit Definitions, shall thereafter apply to all subsequent work performed pursuant to this Section. Further, the City may terminate the Permittee's authority to work in the City's right-of-way under the terms of this Section at any time without cause by providing thirty (30) days written notice to the Permittee. Notwithstanding any termination, the Permittee will not be relieved of any liability to the City.

6.7. Safety.

6.7.1. The District, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair utilizing methods and devices commonly accepted in

their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

6.7.2. All of District's facilities in the right-of-way shall be constructed and maintained in a safe and operational condition.

6.8. Dangerous Conditions, Authority for City to Abate.

6.8.1. Whenever Facilities or the operations of the District cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining right-of-way, public or private property, the Director may direct the District, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

6.8.2. In the event the District fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the District shall be responsible to reimburse the City for its costs.

6.9. Relocation of System Facilities.

6.9.1. District agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its facilities without cost to the City, when so required by the City to facilitate the completion of or as a result of a public project, provided that District shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same right-of-way and upon approval by the City, any facilities required to be temporarily disconnected or removed. As used in this Section, the term "public project" is a project included in any City adopted six-year Capital Improvement Program.

6.9.2. All Facilities utilized for providing water service within District's service area and within the right-of-way shall be considered owned, operated and maintained by District.

6.9.3. If the City determines that a public project necessitates the relocation of District's existing facilities, the City shall:

6.9.3.1. As soon as possible, but not less than sixty (60) days prior to the commencement of such project, provide District with written notice requiring such relocation; and

6.9.3.2. Provide District with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for District's facilities.

6.9.3.3. After receipt of such notice and such plans and specifications, District shall complete relocation of its facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

6.9.4. District may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise District in writing if any of the alternatives are suitable to accommodate the work that necessitates the relocation of the facilities. If so requested by the City, District shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by District full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, District shall relocate its facilities as provided in this Section.

6.9.5. If the City requires the relocation of Facilities within five (5) years of their installation or the subsequent relocation of Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section, then the City shall bear the entire cost of such subsequent relocation.

6.9.6. The provisions of Section 6.9 shall in no manner preclude or restrict District from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay or increase the cost of a planned City construction project.

6.10. District's Maps and Records. As a condition of this Franchise, and without charge to the City, District agrees to provide the City with as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). Maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by District. This information shall be provided between one hundred twenty (120) and one hundred eighty (180) days of the effective date of this Ordinance and shall be updated upon reasonable request by the City.

7. **Planning Coordination.**

7.1. Growth Management. The parties agree, as follows, to participate in the development of, and reasonable updates to, the each other's planning documents:

7.1.1. For District's service within the City limits, District will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

7.1.2. District will participate in a cooperative effort with the City to ensure that the Utilities Element of Shoreline's Comprehensive plan is accurate as it relates to District's operations and is updated to ensure it continued relevance at reasonable intervals.

7.1.3. District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as

requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.

7.1.4. District will update information provided to the City under this Section whenever there are major changes in District's system plans for Shoreline.

7.1.5. The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of its Comprehensive Water System Plan. Provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

7.2. System Development Information. District will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:

7.2.1. By February 1st of each year, District shall provide the City Manager or his designee with a schedule of its planned capital improvements, which may affect the right of way for that year;

7.2.2. District shall meet with the City, other franchisees and users of the right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and

7.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.

7.3. Emergency Operations. The City and District agree to cooperate in the planning and implementation of emergency operations response procedures.

8. **Indemnification.**

8.1. District hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by District's own employees to which District might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of District, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the acts or omissions of District, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, District shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City's or the public's interests.

8.2. Inspection or acceptance by the City of any work performed by District at the time of completion of construction shall not be grounds for avoidance of any of these

covenants of indemnification. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.

8.3. In the event District refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and District's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of District, then District shall pay all of the City's costs and expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause as well as any judgment against the City.

8.4. Should a court of competent jurisdiction determine that this Franchise 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 District and the City, its officers, employees and agents, District's liability hereunder shall be only to the extent of District's negligence. This waiver has been mutually negotiated by the parties.

8.5. The City hereby releases and agrees to indemnify, defend and hold harmless the District, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to any person arising from District's compliance with Section 4 hereof. This indemnification is contingent upon District's compliance with Section 4.4 hereof.

9. **Insurance.**

9.1. District shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to District, its agents or employees. A combination of self-insurance and excess liability insurance may be utilized by District. District shall provide to the City an insurance certificate and proof of self-insurance, if applicable, evidencing the required insurance and a copy of the additional insured endorsements, for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Franchise, and such insurance shall evidence the following required insurance:

9.1.1. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than $2,000,000 Combined Single Limit per accident for bodily injury and property damage; and

9.1.2. Commercial General Liability insurance policy, written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance excluding liability arising from explosion, collapse or underground property

damage. The City shall be named as an additional insured under District's Commercial General Liability insurance policy.

9.1.3. Excess Liability in an amount of $5,000,000 each occurrence and $5,000,000 aggregate limit. The City shall be named as an additional insured on the Excess Liability insurance policy.

9.2. Payment of deductible or self-insured retention shall be the sole responsibility of District.

9.3. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance shall be primary. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be excess of District's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

9.4. District shall require all its subcontractors to carry insurance consistent with this Section 9, and shall provide evidence of such insurance to the City upon request.

10. **Enforcement.**

10.1. In addition to all other rights and powers retained by the City under this Franchise, the City reserves the right to revoke and terminate this Franchise and all rights and privileges of the District in the event of a substantial violation or breach of its terms and conditions.

10.2. A substantial violation or breach by a District shall include, but shall not be limited to, the following:

10.2.1. An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;

10.2.2. An intentional evasion or knowing attempt to evade any material provision of this Franchise or practice of any fraud or deceit upon the system customers or upon the City;

10.2.3. Failure to provide the services specified in the Franchise;

10.2.4. Misrepresentation of material fact during negotiations relating to this Franchise or the implementation thereof;

10.2.5. A continuous and willful pattern of grossly inadequate service;

10.2.6. An uncured failure to pay fees associated with this Franchise

10.3. No violation or breach shall occur which is without fault of the District or the City, or which is as a result of circumstances beyond the District's or the City's reasonable control. Neither the District, nor the City, shall be excused by economic hardship nor

by nonfeasance or malfeasance of its directors, officers, agents or employees; provided, however, that damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond a District's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage or vandalism or malicious mischief by its employees or agents. A District, or the City, shall bear the burden of proof in establishing the existence of such conditions.

10.4. Except in the case of termination pursuant to Paragraph 10.2.4. of this Section, prior to any termination or revocation, the City, or the District, shall provide the other with detailed written notice of any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or the District reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before a "hearing examiner" as provided by the City's development regulations. The hearing examiner's decision may be appealed to any court of competent jurisdiction.

10.5. The City may, in its discretion, provide an additional opportunity for the District to remedy any violation or breach and come into compliance with this agreement so as to avoid the termination or revocation.

10.6. Any violation existing for a period greater then 30 days may be remedied by the City at the District's expense.

11. **Survival.** All of the provisions, conditions and requirements of Sections 6.1 Excavation, 6.2 Abandonment Of District's Facilities, 6.3 Restoration After Construction, 6.8 Dangerous Conditions, Authority For City To Abate, 6.9 Relocation Of System Facilities, and 8 Indemnification, of this Franchise shall be in addition to any and all other obligations and liabilities District may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to District for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of District and all privileges, as well as all obligations and liabilities of District shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever District is named herein.

12. **Severability.** 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 Franchise Ordinance. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.

13. **Assignment.** This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. This paragraph shall not act to require City approval of any District action to mortgage or otherwise encumber its facilities, or other action related to corporate financing, financial reorganization, or refinancing activity.

14. **Notice.** Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

District Manager	City Manager
Shoreline Water District	City of Shoreline
P.O. Box 55367	17544 Midvale Avenue N.
Shoreline, WA 98155	Shoreline, WA 98133-4921
Phone: (206) 362-8100	Phone: (206) 546-1700
Fax: (206) 361-0629	Fax: (206) 546-2200

15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

17. **Entire Agreement.** This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

18. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District set forth in this ordinance. The District shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District in this ordinance.

19. **Publication Costs.** In accord with state law, this ordinance shall be published in full. The District shall reimburse the City for the cost of publishing this Franchise Ordinance within sixty (60) days of receipt of an invoice from the City.

20. **Effective Date.** This ordinance shall take effect and be in full force five day after publication.

PASSED BY THE CITY COUNCIL ON _____, 2001.

_____
Mayor Scott Jepsen

ATTEST:

_____
Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:

_____
Ian Sievers
City Attorney

Date of Publication: , 2001
Effective Date: , 2001

Council Meeting Date: June 11, 2001 **Agenda Item: 7(f)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Supplement to the existing Design Services Contract with CH2M Hill for Final Design of the First Phase of the Aurora Avenue Corridor Project.
DEPARTMENT:	Public Works
PRESENTED BY:	William L. Conner, Public Works Director WLC Anne Tonella-Howe, Aurora Corridor Project Manager

EXECUTIVE / COUNCIL SUMMARY

The purpose of this report is to obtain your Council's approval for the final design services contract for the first phase of construction (N. 145th to N. 165th Streets) of the Aurora Avenue Corridor Project.

On August 23, 1999 your Council adopted Resolution No. 156 accepting the Citizen's Advisory Task Force (CATF) recommendation for design of the Aurora Avenue Corridor Project. Your Council also selected N. 145th Street to N. 165th Street as the first phase of construction.

On October 25, 1999, your Council authorized staff to execute an agreement with CH2M Hill to start the base mapping, preliminary engineering, and the environmental review for the project. Then on June 12, 2000, your Council authorized staff to execute a second contract with CH2M Hill to complete the base mapping, preliminary engineering, and the environmental analysis for the project.

Final design of the first phase for construction is now ready to begin. Staff and the consultant have finalized a scope of work to provide final design services. To expedite final design of this project staff entered into negotiations with CH2M Hill. Their experience and engineering expertise coupled with their familiarity of this project makes them qualified to perform the required services.

The following is a summary of the work elements (described in further detail in the Background/Analysis section of this report) that will be undertaken by the consultant:

- Project Management
- Surveying, Mapping and Utility Coordination
- Permits
- Community and Agency Coordination
- Right-of-Way Acquisition
- Final Design

Phase 1 Cost Analysis

	Cost Estimate	Expenditures
Administration	$250,000	$60,372
Design*	$4,800,000	$1,135,776
Right-of-Way	$2,800,000	$72,008
Construction	$18,000,000	$0
Total Phase 1	$25,850,000	$1,268,157

* Includes information that will apply to the entire project (e.g. ROW Policy & Procedures Manual, environmental analysis, preliminary engineering and base mapping)

In the adopted 2001-2006 CIP the total funding approved for years 2001, 2002, and 2003 is $9.5 million, $8.6 million and $8.3 million respectively (total $26.4 million for years 2001 – 2003). The City has received a total of $23 million of grant funding to date, and has identified a total of $13 million of local funding in the Roads Capital Fund toward this project (2001-2006 CIP).

Funding for this project is being provided by various sources including Federal Highway Administration (FHWA), Transportation Improvement Board (TIB), Washington State Department of Transportation (WSDOT), King County, and the City of Shoreline through the Roads Capital Fund. Staff continues to pursue grant funding through the various funding sources to fund the remainder of the project.

RECOMMENDATION

Staff recommends that your Council authorize the City Manager to execute a supplement to the design services contract with CH2M Hill for engineering services to complete final design for the first phase of construction (N. 145th Street to N. 165th Street), in the amount not to exceed $2,100,000, and to authorize the City Manager to execute contract change orders up to 10% of this amount.

Approved By: City Manager  City Attorney ___

BACKGROUND / ANALYSIS

Over the past six months staff and the consultant have been working on a number of preliminary design tasks to progress the first phase of the Aurora Corridor Project (N. 145th Street to N. 165th Street) to construction. The following provides a summary of tasks completed to date:

- Met with property and business owners located between N. 145th Street to N. 165th Street
- Invited community to Project Open House (November 30, 2000)
- Updated community on project progress through newsletter (November 2000)
- Obtained your Council's approval to use the Right of Way Policy and Procedures Manual for the Aurora project
- Received WSDOT approval on Channelization Plan (N. 145th to N. 165th Streets), subject to minor revisions to be addressed during final design
- Submitted paperwork for Categorical Exclusion (CE) under NEPA, and "No Effect" letter for Biological Assessment (BA) to Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) (N. 145th to N. 165th Streets)
- Received your Council's direction on landscaping, special paving and street lighting for the project
- Completed Value Engineering Study (N. 145th to N. 165th Streets)
- Invited community to second Project Open House (June 14, 2001)
- Updated community on project progress through newsletter (June 2001)

Final design of the first phase for construction is now ready to begin. Staff and the consultant have finalized a scope of work to provide these engineering services. The following is a summary of the work elements that will be undertaken by the consultant:

Project Management –provides overall administration and management for the duration of the contract and includes review and direction necessary to implement the work plan, management of documents and drawings received and generated during this phase, monthly progress reports, and updated project schedules.

Surveying, Mapping and Utility Coordination – provides surveying, mapping and utility coordination to support community and agency coordination, property acquisition, and final design elements, and includes topographic survey pick-up, utility potholing, and utility coordination.

Permits – provides support during permit application process.

Community and Agency Coordination – provides continuing coordination with the community and other agency's to support progress towards final design. Includes maintaining mailing list, property contact and project comment databases, and support for open houses, Property Owner meetings, Council meetings, and City and Agency coordination meetings.

Right-of-Way Acquisition – provides assistance in the acquisition of real property for the project and includes preparation of right-of-way plans, legal descriptions, and parcel files, support to the City during appraisal and appraisal review, and performs negotiations on behalf of the City.

Final Design – provides engineering services to progress the preliminary plans (30% design level of effort) to final plans (100% design level of effort) and into bid documents including specifications and final estimate of cost. Plan submittal for City review at 60% and 90% plan completion, assistance during the bid process including a pre-bid and pre-construction conference is included in this work element.

RECOMMENDATION

Staff recommends that your Council authorize the City Manager to execute a supplement to the design services contract with CH2M Hill for engineering services to complete final design for the first phase of construction (N. 145th Street to N. 165th Street), in the amount not to exceed $2,100,000, and to authorize the City Manager to execute contract change orders up to 10% of this amount.

Council Meeting Date: June 11, 2001 **Agenda Item:** 8(a)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Adoption of Resolution No.173, Approving the Final Plat for Paramount Ridge at 15440 and 15450 10th Avenue NE
DEPARTMENT: Planning and Development Services Department
PRESENTED BY: Tim Stewart, Director of Planning and Development Services
Daniel Bretzke, Project Engineer

EXECUTIVE / COUNCIL SUMMARY

The decision before your Council is the approval of Paramount Ridge final plat (long subdivision) proposed by Creative Construction, for the property located at 15440 and 15450 10th Avenue NE. The proposal would create from two lots, totaling 1.6 acres, nine lots and construction of seven new detached single family homes. The lot sizes range from 5,007 square feet to 9,400 square feet. (See Attachment A for final plat drawings). The zoning of these lots is Residential 6-units per acre (R-6) and the minimum lot size in effect in 1998 when this application was determined to be complete is 5,000 square feet.

Your Council approved the subject preliminary plat on January 25, 1999. Your approval followed a public hearing held by the Planning Commission on July 30, 1998. The Planning Commission's recommendation for approval was subject to nine conditions, which are listed later in this report. On September 22, 1998 the Paramount Park Neighborhood Group filed a timely appeal of both the Planning Commission's recommendation and the SEPA Mitigated Determination of Non-Significance (MDNS) issued for the proposal. A closed record hearing on both the Planning Commission's recommendation and the SEPA determination was held by the City of Shoreline Hearing Examiner on December 24, 1998. The Hearing Examiner upheld the SEPA MDNS issued by the City. The Hearing Examiner recommended changes to one of the conditions of approval as well as four additional conditions, which are listed later in this report. Your Council adopted the Hearing Examiner's recommendations.

One of the most contentious issues was the potential impact of stormwater from this proposed development on the downstream stormwater system. This issue was addressed by conditions in the Preliminary Plat Approval (Condition #11). The conditions of the preliminary plat required that an analysis be done (Condition #10) and that:

> If the results of the downstream stormwater management system analysis (SEPA Condition: Stormwater 2.A) shows that there is not adequate capacity, or if the pubic easement for drainage facilities cannot be obtained and the preliminary subdivision is redesigned such that the number of lots is reduced or substantially reconfigured, or the on-site drainage system is modified, or the extent of

vegetation to be retained is reduced, the preliminary approval shall be remanded to the Planning Commission for further consideration at a public hearing and recommendation to the City Council (Condition #11).

The downstream analysis did show a stormwater capacity problem. In response, the applicant proposed an off-site mitigation plan to provide additional stream course, wetland enhancement, and additional flood prevention. The off-site mitigation plan proposed use of nearby Paramount Park for the off site improvements. This plan was reviewed by the City of Shoreline City Engineer and Director of Parks, Recreation, and Cultural Services, but was not accepted. The City did not accept this proposal based on the decision that a more comprehensive solution to flooding problems in the area should be evaluated and implemented as part of the City's Capital Improvement Program. This proposal was rejected because it required use of park property without a public benefit in terms of reducing flooding problems in the area.

The applicant then resubmitted engineering plans to address Condition #11. These plans provided a 100-year storm detention system on-site to mitigate downstream capacity problems. Staff finds that although the on-site drainage system has been modified by increasing its size to accommodate a 100 year storm, the modification would not be sufficient to warrant remand back to the Planning Commission. The larger system is still contained within the access tract. The modification does not alter the final plat in any other respect. There is no change in the number of lots or the lot configuration. The vegetation to be retained has not been reduced.

The final plat documents have been reviewed by staff and show that conditioning on the final plat, and financial guarantees have satisfied all of the conditions of preliminary approval (See Attachment B). All required site development including utility and drainage improvements, road and pedestrian improvements, and landscaping improvements have been guaranteed with a performance bond, with improvements to be completed within two years of final plat approval.

OPTIONS

1. Approval of the Final Plat. "If the City Council finds that the public uses and interest will be served by the proposed formal subdivision and that all requirements of the preliminary approval in the Code have been met, the final formal plat shall be approved and the Mayor shall sign the statement of the City Council approval on the final plat." (SMC 20.30.450 C)
2. If Your Council finds that all of the requirements of the preliminary plat have not been met, then the final plat should be remanded to the Planning Commission for further consideration at public hearing and recommendation to your Council.

RECOMMENDATION

Staff recommends approval of the nine (9) lot final plat of Paramount Ridge at 15440 and 15450 10th Avenue NE by the adoption of Resolution No. 173, with authorization of the Mayor and Planning and Development Services Director to sign the final plat.

Approved By: City Manager KJB City Attorney ___

BACKGROUND / ANALYSIS

(1) Summary Information

Project Address:	15450 and 15440 10th Avenue NE
Zoning:	R-6 Residential (Six (6) dwelling units per acre)
Property Size:	60,437 Square Feet (1.595 Acres)
Number of Proposed Lots:	Nine (9) residential lots, one access tract.
Proposed Lot Size:	Lot 1: 9,400 Sq. Ft., Lot 2: 8,645 Sq. Ft., Lot 3: 5,007 Sq. Ft. Lot 4: 5,103 Sq. Ft., Lot 5: 7,508 Sq. Ft., Lot 6: 8,014 Sq. Ft., Lot 7: 5,338 Sq. Ft., Lot 8: 3 8,014 Sq. Ft., Lot 9: 6,310 Sq. Ft.
Comprehensive Plan Designation:	Low Density Residential
Subdivision:	Paramount Park
Application No.:	2000- 2028
Applicant:	Creative Construction
Property Owner:	Creative Construction

(2) Review Process

Action	Review Authority	Appeal Authority and Decision – Making Body
Preliminary Long Plat (Subdivision)	Planning Commission – Public hearing: December 9,1998 Recommendation for approval to the City Council	City Council – Public Meeting: January 25, 1999 Decision: Preliminary Subdivision Approval
Final Long Plat (Subdivision)	Director – Recommendation of approval to the City Council	City Council – Public Meeting: June 11, 2001 Decision: Final Plat Approval

This application was noticed as complete prior to the adoption of SMC Title 20 in June of 2000. Therefore, this application was reviewed under the development regulations in effect prior to June of 2000, SMC Title 18. The preliminary subdivision approval process required formal public notification of the proposal, followed by an open record public hearing in front of the Planning Commission. The Planning Commission recommended that the Council approve the preliminary long plat with conditions. After holding a second public meeting, the Council, on January 25, 1999, took action to approve the preliminary long plat consistent with the Planning Commission recommendations as modified by the Hearing Examiner.

Site development engineering plans were created to show how the subdivision will comply with the preliminary approval mitigation measures, conditions of approval, and Development Code requirements. The Planning and Development Services Department reviewed the site development plans. Necessary corrections to the plans were made before approval of the site development plan. After all inspection and plan review fees have been completed and paid, a site development permit could be issued.

This permit authorizes the developer to fulfill the preliminary approval requirements, such as the installation of site utilities and roads. However, a preliminary plat approval condition requires the final plat to be approved before site development work begins. Therefore, the site development work must be guaranteed by performance bonds or other surety. These financial guarantees assure that the construction as shown on the site development plans will be constructed. The applicant has given the City of Shoreline the applicable financial guarantees.

The final plat is the final document that actually creates the new lots of a new subdivision. The final plat must be reviewed, approved, all taxes paid, and recorded, before any lots are sold, or building permits for the new lots issued. Staff reviewed the final subdivision, and verified that all conditions of the preliminary approval have been fulfilled. Based upon this review, the Director recommends approval of the proposed final plat.

(3) Procedural History

On January 25, 1999 your Council reviewed and approved this preliminary subdivision subject to the following conditions.
(*The compliance with each condition is stated in italic.):*

1. No vegetation shall be removed from the proposed lots or access tract until final plat approval has been obtained and all construction plans have been reviewed by the City of Shoreline and a Site Development Permit has been issued. The site Development Permit will include an erosion control plan, vegetation management plan and vegetation restoration plan. Vegetation on individual lots shall not be removed until a building permit is approved.

   The site development plans show two limits of clearing. The first limit of clearing is sufficient to allow the construction of the road in the access tract. A condition of the site development permit restricts the removal of vegetation until the final plat is approved.

2. The applicants shall widen the existing 10th Avenue NE road surface by paving from the platted centerline to the edge of the planting strip required under 3 (below).

   The engineering plans included paving of the gravel shoulder approximately 18 additional feet. The construction of this road is guaranteed by a performance bond.

3. The applicants shall construct a five feet wide sidewalk and a six feet wide planter strip immediately adjacent to the western property boundary for the lengths of Lots 1 and 2 of the proposed plat.

   The engineering plans included the design of the sidewalk and landscape strip. A performance bond guarantees the construction of the sidewalk.

4. Consistent with the road standards, the applicant may modify the design of the access tract by eliminating the proposed sidewalk on its western side.

   The engineering plans have been modified.

5. Prior to the submission of any application for final approval of the subdivision, the applicants shall submit proof of a legal public easement allowing the construction of stormwater conveyance facilities from the project site to the 12th Avenue NE stormwater collection system. The easement shall be approved by the City of Shoreline Public Works Department.

   The applicant has purchased the adjoining property. On this property is a drainage system which was installed by King County. This system drains in a prescriptive easement to the drainage system in 12th Avenue NE. The applicant will dedicate the portion across their property as a public drainage easement before issuance of the site development permit. The City Attorney and the Shoreline Public Works Department have approved this easement.

6. Road improvements required, as subdivision conditions 2 and 3, shall be designed to direct stormwater flows into the required planter strip.

   The required road improvements will be directed to the storm drainage system located in the required planter strip.

7. Fire sprinkler systems shall be installed in each house built on lots 3 through 9 of the proposed subdivision.

   The following condition is placed on the final plat document:
   "All new residences constructed in this plat shall install a fire sprinkler, designed in accordance with standard NFPA 13D."

8. The water main system serving the proposed subdivision shall be resized to use either a minimum pipe diameter of 8" for a dead end system or a minimum pipe diameter of 6" for a looped system.

   An eight-inch water main plan has been submitted to City of Seattle Water Department for plan review and permit. A bond for the installation is required by the City of Seattle Water Department for placement of the water main.

9. Prior to final plat approval, the applicant must establish a homeowners association or other entity that will be responsible for the maintenance and repair of all commonly owned facilities such as sidewalks, the private road, and landscaping installed as part of the subdivision. The duties and responsibilities for the maintenance and repair of the commonly owned facilities shall be set forth in covenant, conditions and restrictions which must be reviewed and approved by the City and recorded with the King County Auditor.

   Conditions for maintenance of privately owned facilities are shown on the face of the plat as follows:

   "A Homeowners Association shall be established and Covenants and Restrictions shall be recorded with the recording of the approved final plat. All

owners of lots in this plat shall provide for the maintenance and repair of all commonly owned facilities, such as sidewalks, the private road, drainage detention and conveyance system, and landscaping as installed as a part of this subdivision."

The four additional conditions recommended by the Hearing Examiner are the following:

10. As part of the analysis of the downstream stormwater management system required as a SEPA mitigation measure (Stormwater 2.A), in addition to capacity, the analysis should evaluate impacts of the increased total amount of water which will be discharged due to increased impervious surface and reduced vegetation. Recommendations for an ongoing monitoring program, if appropriate, shall be made.

    A downstream analysis prepared by David Dougherty, P.E. indicated the area of flooding was in the open channel section of the downstream system, which lies between 12th Avenue NE and Paramount Park. The project had proposed to make improvements to the system in the park to redirect flows so as to enhance the natural aspects of the Paramount Park corridor and to minimize flooding and erosion problems. However, the access to the park areas wherein improvements were proposed was denied by the City of Shoreline. Therefore, on-site detention for up to the 100-year storm is proposed to mitigate the capacity problems. Due to the measures proposed, no downstream properties or drainage system should be significantly affected by this project.

11. If the results of the downstream stormwater management system analysis (SEPA Condition: Stormwater 2.A) shows that there is not adequate capacity, or if the public easement for drainage facilities cannot be obtained and the preliminary subdivision is redesigned such that the number of lots is reduced or substantially reconfigured, or the on-site drainage system is modified, or the extent of vegetation to be retained is reduced, the preliminary approval shall be remanded to the Planning Commission for further consideration at a public hearing and recommendation to the City Council.

    The downstream stormwater management system shows that there is a capacity problem where the stormwater flows from 12th Avenue into the channel of Little Creek. Therefore, the Engineering Plans for the final plat show an enlarged on-site detention facility designed to detain up to the 100-year storm event.

    In compliance with the above condition, the applicant secured access to a public drainage facility by purchasing an adjacent property, which includes a King County installed drainage system. This system has been dedicated to the City of Shoreline as a public drainage easement. This system drains into a downstream system, which has prescriptive drainage rights. This system has been evaluated to assure there is not a capacity problem.

    The subdivision has not been modified such that the lots are reduced or substantially reconfigured. The on-site drainage system has simply been enlarged to accommodate the detention of storm flows up to the 100 year storm event. The enlargement of the on-site storm system is located in the access tract

and will not reconfigure or reduce the number of lots, or reduce the amount of vegetation retained. Therefore, this condition has been met. Therefore, Staff believes it is not necessary to remand the preliminary approval to the Planning Commission.

However, if your Council has reason to believe that this condition has not been met, the plat should be remanded back to the Planning Commission for further review and a recommendation.

12. In addition to the mitigation measures included in the MDNS (SEPA Condition–Earth 1.A) and made in the soils analysis of the subject property prepared by Geotech Consultants, Inc., and dated June 16, 1998, add the recommendation that a representative of Geotech Consultants, Inc., observe the footing excavations during construction to verify that suitable soil is exposed. Further, they should provide a written report with their findings and recommendations to the City of Shoreline.

    The following condition is placed on the engineering plans and the final plat:

a. *A representative of Geotech Consultants, Inc., or another qualified geotechnical consultant shall observe the footing excavations during construction to verify that suitable soil is exposed. A written report with their findings and recommendations shall be submitted to the City of Shoreline.*
b. *The steep fill slope located in the northwest corner of lot 5 shall be regraded to an inclination of no steeper than 2:1 vertical for appropriate long-term stability.*
c. *All bare areas should be revegetated or mulched with straw to reduce erosion until permanent landscaping and vegetation are in place.*
d. *A silt fence shall be erected along the downslope sides of the development area.*
e. *The storm drainage system for the proposed street shall be installed and functional early in the development process.*
f. *No fill or debris from the clearing or excavation should be placed on the downslope sides of the houses, unless property retained by an engineered wall.*
g. *Temporary slopes cannot be excavated at a grade for more than 1:1.*
h. *All permanent cuts into native soil, not protected by a rockery or retaining wall, shall be inclined no steeper than 2:1*
i. *Water shall not be allowed to flow uncontrolled over the top of any slope.*
j. *All permanently exposed slopes shall be seeded with an appropriate species of vegetation to reduce erosion and improve the stability of the surficial layer of soil.*

13. As a supplement to the SEPA mitigation measures contained in item 3 of the MDNS (Plants/Land Use/Aesthetics, items A, B and C), all vegetation will be retained in the required 20 feet buffer areas, not just trees over 12 inches in diameter, but also trees under 12 inches in diameter, understory and ground cover. Adequate setbacks for clearing and grading and construction of buildings will be provided to assure that vegetation in the entire 20 feet buffer is protected. Where it is necessary that public drainage and utilities cross the buffer area, they shall be located in such a manner as to minimize their impact on the buffer, particularly significant trees, and disturbed areas shall be replanted according to City standards.

All trees and vegetation in the 20 feet wide tree and landscape area as shown on the face of the final plat shall be retained. Removal of dangerous trees and vegetation enhancement of this area may occur with the approval of the City of Shoreline, and per the approved vegetation and management and restoration plan.

SEPA Conditions

The following SEPA conditions were issued with Mitigated Determination of Non-significance dated June 29, 1998. The compliance with each condition is shown in italics.

1. Earth

A. The applicant shall comply with the following recommendations in the soil analysis report of the subject property prepared by Geotech Consultants Inc. and dated June 16, 1998.

1. The steep fill slope located in the northwest corner of lot 5 shall be regraded to an
   inclination of no steeper than 2:1 vertical for appropriate long-term stability.
2. All bare areas should be revegetated or mulched with straw to reduce erosion until
   permanent landscaping and vegetation are in place.
3. A silt fence should be erected along the downslope sides of the development area.
4. The storm drainage system for the proposed street should be installed and functional
   early in the development process.
5. No fill or debris from the clearing or excavation should be placed on the downslope sides of the houses, unless property retained by an engineered wall.
6. Temporary slopes cannot be excavated at a grade for more than 1:1.
7. All permanent cuts into native soil should be inclined no steeper than 2:1.
8. Water should not be allowed to flow uncontrolled over the top of any slope.
9. All permanently exposed slopes should be seeded with an appropriate species of vegetation to reduce erosion and improve the stability of the surficial layer of soil.

These conditions have been included as conditions on the face of the final plat and engineering plans.

B. In addition to re-grading the fill slope located on Lot 5 of the proposal in accordance with the recommendations made by Geotech Consultants, Inc., the applicant shall plant the slope with suitable native vegetation.

The applicant shall revegetate this area as specified in the Vegetation Restoration plan as specified in the September 30, 2000 report by HortEcology

2. Stormwater

A. Prior to submission of an application for final plat approval, the applicant shall submit an analysis of the downstream stormwater management system. The analysis shall determine whether sufficient system capacity exists to safely accommodate the runoff flows to be generated by lots 5 and 6 of the proposal and make recommendations for these flows based on its findings.

A downstream analysis prepared by David Dougherty, P.E. indicated the area of flooding was in the open channel section of the downstream system, which lies between 12th Avenue NE and Paramount Park. By increasing the on site detention system to detain up to the 100 year storm event, this project will not be affecting the capacity problem.

B. Prior to placing any fill on the slope surcharging the existing rockery wall in the southeast corner of the subject property, the applicant shall place a footing drain at the base of the rockery. This drain shall feed into a dedicated catch basin, which should then connect to the existing storm drainage system.

The engineering plans do not propose to place any fill on the slope. This condition is being placed on the engineering plans and the final plat document.

3. Plant/ Land Use /Aesthetics

A. Prior to the submission of an application for final plat approval, the applicant shall submit a plan that provides for the preservation of all significant trees (12" or greater trunk diameter at breast height located outside of identified access road, driveway and building footprints.

The engineering plans provide Grading and Temporary Erosion and Sedimentation Control plan which shows two stages of site clearing. The first stage is limited to the clearing of the access road. The second stage is for individual lot clearing. The plans show limits of clearing preserving the significant trees outside building footprints and driveways.

B. The applicant shall include with the plan required under 3A, above a written report identifying specific protection methods to be used for each identified tree during and after site clearing and development.

Tony Shoffner, a Certified Arborist, prepared a report with the company of HortEcology. This report addressed the following:

1. Recommendations for the development of each of the lots as to the minimum setback from the required 20 feet buffer,
2. A table with specific recommendations for the protection of trees on each lot.
3. Recommendations for removing by hand, non-native understory and ground cover plants within the 20 feet wide no clear area (buffer), and the planning of appropriate native plants for partially shaded and well drained conditions. This will include a table listing the existing non-native/ invasive plants within each lot.
4. Recommendation for the restoration of any area of the site disturbed by grading and site activities, incorporating native planting to provide water retention and wildlife functions and values.

The following conditions are placed on the engineering plans and the final plat. These conditions shall apply to any building permit issued:

"All trees and vegetation in the required 20 feet wide tree and landscaping buffer area as shown on the face of the plat, shall be retained. Removal of dangerous trees and

vegetation enhancement of this area may occur with approval of the City of Shoreline, and as outlined in the September 30, 2000 Vegetation Management and Restoration Plan prepared by HortEcology."

OPTIONS

1 Approval of the Final Plat. "If the City Council finds that the public uses and interest will be served by the proposed formal subdivision and that all requirements of the preliminary approval in the Code have been met, the final formal plat shall be approved and the Mayor shall sign the statement of the City Council approval on the final plat." (SMC 20.30.450 C)

2 If Your Council finds that all of the requirements have not been met, then the final plat should be remanded to the Planning Commission for further consideration at public hearing and recommendation to your Council.

RECOMMENDATION

Staff recommends approval of the nine (9) lot final plat of Paramount Ridge at 15440 and 15450 10th Avenue NE by the adoption of Resolution No. 173, with authorization of the Mayor and Planning and Development Services Director to sign the final plat.

ATTACHMENTS

Attachment A: Final Plat Drawings

Attachment B: Engineering Plans

Attachment C: Vicinity Map

Attachment D: Resolution No. 173

ATTACHMENT A:

FINAL PLAT

Attachment A

PARAMONT PARK

SECTION 17, T.26N., R4E., W.M.
CITY OF SHORELINE
KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON, AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE, UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SHORELINE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SHORELINE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, TO INDEMNIFY AND HOLD THE CITY OF SHORELINE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENCE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SHORELINE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COSTS OF DEFENCE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SHORELINE, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS, THIS _____ DAY OF _____, 2000.

Howland Homes, LLC., COMPANY

_____

Matt Howland, MEMBER

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MATT HOWLAND, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS A MEMBER OF HOWLAND HOMES, LLC, TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGN: _____

PRINT: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____

MY APPOINTMENT EXPIRES _____

APPROVALS

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2000.

_____
PLANNING AND DEVELOPMENT SERVICES DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2000.

_____ ATTEST: _____
MAYOR, CITY OF SHORELINE CLERK OF THE COUNCIL

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2000.

_____ _____
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: _____

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS _____ DAY OF _____, 2000.

FINANCE DIVISION

_____
MANAGER, FINANCE DIVISION

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF Howland Homes, LLC, THIS _____ DAY OF _____ 2000, AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS, PAGES _____, INCLUSIVE, RECORDS OF KING COUNTY, WASHINGTON.

RECORDING NUMBER _____

DIVISION OF RECORDS AND ELECTIONS

_____
MANAGER

SURVEYORS CERTIFICATE

I, HEREBY CERTIFY THAT THIS PLAT OF "PARAMONT PLAT" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., AS REQUIRED BY STATE STATUTES, THAT THE COURSES, ANGLES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS HAVE BEEN SET AND THE LOT, BLOCK AND TRACT CORNERS HAVE BEEN STAKED CORRECTLY ON THE GROUND, AND THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

_____
Brent L. Eble
PROF. LAND SURVEYOR
CERTIFICATE NO. 30581
Emerald Land Surveying, Inc.
PO Box 13694
Mill Creek, WA 98082 (425) 359-7198

BRENT L. EBLE — STATE OF WASHINGTON — REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES JUNE 30, 2002

12/20/01

IN THE NE 1/4 SE 1/4, SECTION 17, T26N, R4E, W.M.

EMERALD LAND SURVEYING, INC.

RESTRICTIONS AND COVENANTS

1. A TEN FEET WIDE PUBLIC UTILITY EASEMENT IS GRANTED ACROSS: THE NORTH 10 FEET OF LOT 2, THE NORTH & EAST 10 FEET OF LOT 3, THE EAST 10 FEET OF LOT 4, THE NORTHEAST 10 FEET OF LOT 5, THE NORTH 10 FEET OF LOT 6, THE WEST 10 FEET OF LOT 7 AND THE WEST 10 FEET OF LOT 8 OF THIS SUBDIVISION.

2. THE LANDSCAPING IN TRACT A, IS TO BE PLANTED AND MAINTAINED BY THE OWNER AS ALL LOTS OF THIS SUBDIVISION.

3. ALL OWNERS OF LOTS IN THIS PLAT SHALL PROVIDE FOR THE MAINTENANCE AND REPAIR OF ALL COMMONLY OWNED FACILITIES, SUCH AS SIDEWALKS, THE PRIVATE ROAD, DRAINAGE DETENTION AND CONVEYANCE SYSTEM, AND LANDSCAPING AS INSTALLED AS A PART OF THIS SUBDIVISION.

4. ALL NEW RESIDENCES CONSTRUCTED IN THIS PLAT SHALL INSTALL A FIRE SPRINKLER, DESIGNATED IN ACCORDANCE WITH STANDARD NFPA 13D.

5. TRACT A IS OWNED WITH AN UNDIVIDED INTEREST BETWEEN LOTS IN THIS SUBDIVISION.

6. ANY FURTHER SUBDIVISION OR ADJUSTMENT TO THE LOT LINES WITHIN THIS SUBDIVISION MUST USE ALL LOTS OF THIS SUBDIVISION FOR CALCULATION OF THE DENSITY AND DIMENSIONAL REQUIREMENT FOR CITY OF SHORELINE ZONING CODE.

7. RUN-OFF PROTECTION. ALL BUILDING DOWN SPOUTS, FOOTING DRAINS AND ALL IMPERVIOUS SURFACES SUCH DRIVEWAYS TO BE CONNECTED TO THE PERMANENT STORM DRAINAGE OUTLETS AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS UNDER PERMIT NUMBER 2000-1834.

8. ALL LOTS IN THIS SUBDIVISION TO PROVIDE A MINIMUM OF FOUR PARKING SPACES (2 COVERED, 2 UNCOVERED).

9. THE PRIVATE STREET OF NE 153rd STREET TO BE SIGNED WITH NO PARKING SIGNS. APPROPRIATE ENFORCEMENT IS THE RESPONSIBILITY OF ALL PROPERTY OWNERS IN THIS PLAT.

10. THE PUBLIC DRAINAGE UTILITY AND ACCESS EASEMENT AS SHOWN ON THE FACE OF THE PLAT IS FOR THE PURPOSES OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER. THIS EASEMENT GRANTS THE RIGHT FOR CITY OF SHORELINE, OR THEIR ASSIGNS, TO REASONABLY ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OPERATING, MAINTAINING, REPAIRING, CONSTRUCTING, AND IMPROVING THE DRAINAGE FACILITIES CONTAINED. WRITTEN APPROVAL FROM THE CITY OF SHORELINE PLANNING AND DEVELOPMENT SERVICES MUST BE OBTAINED PRIOR TO FILLING, PIPING, CUTTING, REMOVING VEGETATION OR SUBSTANTIALLY MODIFYING OR ALTERING THE INTENDED USE OF THE DRAINAGE FACILITY CONTAINED WITHIN THE EASEMENT ABOVE DESCRIBED, EXCEPT FOR SEASONAL, ROUTINE LANDSCAPE MAINTENANCE.

TREE PROTECTION RESTRICTIONS

1. ALL TREES AND VEGETATION IN THE 20 FEET WIDE TREE AND LANDSCAPING AREA AS SHOWN ON THE FACE OF THE PLAT, SHALL BE RETAINED. REMOVAL OF DANGEROUS TREES AND VEGETATION ENHANCEMENT OF THIS AREA MAY OCCUR WITH APPROVAL OF THE CITY OF SHORELINE.

2. ALL CLEARING AND GRADING TO FOLLOW THE APPROVED CLEARING AND GRADING PLAN ON FILE WITH THE CITY OF SHORELINE.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS, AS SHOWN HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH ELECTRIC, TELEPHONE, TELEVISION CABLE, DRAINAGE AND OTHER UTILITY SERVICES. TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

SURVEY NOTES

1. THIS FIELD TRAVERSE SURVEY WAS PERFORMED WITH A 6-SECOND THEODOLITE AND ELECTRONIC MEASURING UNIT. ACCURACY STANDARD IS WAC 332-130-090.

LEGAL DESCRIPTION

LOTS 10 AND 11, BLOCK 18, PARAMONT PARK DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 28 OF PLATS, PAGE 50, KING COUNTY, WASHINGTON.

SUBJECT TO: ANY AND ALL EASEMENTS, RESTORATIONS, RESERVATION, RIGHTS OF WAYS AND ZONING ORDINANCES, IF ANY, ENFORCEABLE IN LAW AND EQUITY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SECTION 17, T.26N., R4E., W.M.
CITY OF SHORELINE
KING COUNTY, WASHINGTON

DECLARATION OF COVENANT ASSOCIATED WITH DEVELOPMENT OF DETENTION FACILITY

1. DRAINAGE EASEMENTS AS SHOWN ON FACE OF PLAT ARE DEDICATED TO CITY OF SHORELINE FOR ACCESS TO INSPECT, MAINTAIN OR REPAIR THE FACILITIES IN CONFORMITY WITH CITY OF SHORELINE CODE.

2. IF CITY OF SHORELINE DETERMINES THAT MAINTENANCE OR REPAIR WORK IS REQUIRED TO BE DONE TO THE PRIVATE DETENTION FACILITY EXISTING ON THE ABOVE DESCRIBED PROPERTY, THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS SHALL GIVE THE OWNERS OF THE PROPERTY WITHIN WHICH THE DRAINAGE FACILITY IS LOCATED, THE PERSON RESPONSIBLE FOR MAINTENANCE OF THE FACILITY, OR OTHER PERSON OR AGENT IN CONTROL OF SAID PROPERTY NOTICE OF THE SPECIFIC MAINTENANCE AND/OR REPAIR REQUIRED. THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS SHALL SET A REASONABLE TIME IN WHICH SUCH WORK IS TO BE COMPLETED BY THE TITLEHOLDERS WHO WERE GIVEN NOTICE. IF THE ABOVE REQUIRED MAINTENANCE AND/OR REPAIR IS NOT COMPLETED WITHIN THE TIME SET BY THE DIRECTOR, THE CITY MAY PERFORM THE REQUIRED MAINTENANCE AND/OR REPAIR. WRITTEN NOTICE WILL BE SENT TO THE TITLEHOLDERS STATING THE COUNTY'S INTENTION TO PERFORM SUCH MAINTENANCE. MAINTENANCE WORK WILL NOT COMMENCE UNTIL AT LEAST SEVEN DAYS AFTER SUCH NOTICE IS MAILED.

3. IF AT ANY TIME CITY OF SHORELINE REASONABLY DETERMINES THAT ANY EXISTING RETENTION/DETENTION SYSTEM CREATES ANY OF THE CONDITIONS LISTED IN SHORELINE CODE AND HEREIN INCORPORATED BY REFERENCE, THE DIRECTOR MAY TAKE MEASURES SPECIFIED HEREIN.

4. THE TITLEHOLDERS SHALL ASSUME ALL RESPONSIBILITY FOR THE COST OF ANY MAINTENANCE AND FOR REPAIRS TO THE RETENTION/DETENTION FACILITY. SUCH RESPONSIBILITY SHALL INCLUDE REIMBURSEMENT TO THE CITY WITHIN 30 DAYS OF THE RECEIPT OF THE INVOICE FOR ANY SUCH WORK PERFORMED. OVERDUE PAYMENTS WILL REQUIRE PAYMENT OF INTEREST AT THE CURRENT LEGAL RATE FOR LIQUIDATED JUDGMENTS. IF LEGAL ACTION ENSUES, ANY COSTS OR FEES INCURRED BY THE CITY WILL BE BORNE BY THE PARTIES RESPONSIBLE FOR SAID REIMBURSEMENTS.

THIS COVENANT BENEFITS ALL CITIZENS OF CITY OF SHORELINE, TOUCHES AND CONCERNS OF LAND AND SHALL RUN WITH LAND AND SHALL BE BINDING ON ALL HEIRS, SUCCESSORS AND ASSIGNS.

THESE COVENANTS ARE INTENDED TO PROTECT ALL THE VALUE AND DESIRABILITY OF THE REAL PROPERTY DESCRIBED ABOVE, AND TO BENEFIT ALL THE CITIZENS OF CITY OF SHORELINE. THEY SHALL RUN WITH THE LAND AND BE BINDING ON ALL PARTIES, AND THEIR SUCCESSORS ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY OR ANY PART THEREOF, AS WELL AS THEIR HEIRS, SUCCESSORS AND ASSIGNS. THEY SHALL INSURE TO THE BENEFIT OF EACH PRESENT OR FUTURE SUCCESSOR IN INTEREST OF SAID PROPERTY OR ANY PART THEREOF, OR INTEREST THEREIN, AND TO THE BENEFIT OF ALL CITIZENS OF CITY OF SHORELINE.

ADDRESSES

ADDRESSES ARE AS FOLLOWS:

PRIVATE STREET AS NE 153rd COURT
LOT ONE IS 15240 10TH AVENUE NE (CHANGED FROM 15420 10TH AVENUE)
LOT TWO IS 15250 10TH AVENUE NE (CHANGED FROM 15440 10TH AVENUE)
LOT THREE IS 1005 NE 153rd COURT
LOT FOUR IS 1009 NE 153rd COURT
LOT FIVE IS 1015 NE 153rd COURT
LOT SIX IS 1032 NE 153rd COURT
LOT SEVEN IS 1028 NE 153rd COURT
LOT EIGHT IS 1024 NE 153rd COURT
LOT NINE IS 1020 NE 153rd COURT

BRENT L. ERLE — STATE OF WASHINGTON — 19966 — REGISTERED PROFESSIONAL LAND SURVEYOR

IN THE NE 1/4 SE 1/4, SECTION 17, T28N, R4E, W

EMERALD LAND SURVEYING, INC.
PO BOX 13694
MILL CREEK, WA 98082 (425) 359-7198

SECTION 17, T.26N., R4E., W.M.
CITY OF SHORELINE
KING COUNTY, WASHINGTON

DEVELOPMENT CONDITIONS

1. A REPRESENTIVE OF GEOTECH CONSULTANTS, INC., OR ANOTHER QUALIFIED GEOTECHNICAL CONSULTANT SHALL OBSERVE THE FOOTING EXCAVATIONS DURING CONSTRUCTION TO VERIFY THAT SUITABLE SOIL IS EXPOSED. A WRITTEN REPORT WITH THEIR FINDINGS AND RECOMMENDATIONS TO THE CITY OF SHORELINE DURING CONSTRUCTION.

2. THE STEEP SLOPE LOCATED IN THE NORTHWEST CORNER OF LOT 5 BE REGRADED TO AN INCLINATION OF NO STEEPER THAN 2:1 VERTICAL FOR APPROPRIATE LONG-TERM STABILITY.

3. ALL BARE AREAS SHOULD BE REVEGETATED OR MULCHED WITH STRAW OR EQUIVELENT TO REDUCE EROSION UNTIL PERMANENT LANDSCAPING AND VEGETATION ARE IN PLACE.

4. A SILT FENCE SHOULD BE ERECTED ALONG THE DOWNSLOPE SIDES OF THE DEVELOPMENT AREA.

5. THE STORM DRAINAGE SYSTEM FOR THE PROPOSED STREET SHOULD BE INSTALLED AND FUNCTIONAL EARLY IN THE DEVELOPMENT PROCESS.

6. NO FILL OR DEBRIS FROM THE CLEARING OR EXCAVATION SHOULD BE PLACED ON THE DOWNSLOPE SIDES OF THE HOUSED, UNLESS PROPERTY RETAINED BY AN ENGINEERED WALL.

7. TEMPORARY SLOPES CANNOT BE EXCAVATED AT A GRADE FOR MORE THAT 1:1.

8. ALL PERMANENT CUTS INTO NATIVE SOIL SHOULD BE INCLINED NO STEEPER THAN 2:1.

9. WATER SHOULD NOT BE ALLOWED TO FLOW UNCONTROLLED OVER THE TOP OF ANY SLOPE.

10. ALL PERMANENTLY EXPOSED SLOPES SHOULD BE SEEDED WITH AN APPROPRIATE SPECIES OF VEGETATION TO REDUCE EROSION AND IMPROVE THE STABILITY OF THE SURFICIAL LAYER OF SOIL.

NOTES

1. A ROAD STANDARD VARIANCE FOR TURN AROUND SIZE WAS GRANTED IN THE APPROVAL OF THIS SUBDIVISION.

2. A SECURITY BOND HAS BEEN PLACED WITH THE CITY OF SEATTLE FOR THE INSTALLATION OF A NEW WATER MAIN, UNDER PROJECT NUMBER

3. A FINANCIAL SECURITY HAS BEEN SECURED TO GUARANTEE THE SITE STABILIZATION, INSTALLATION OF COMMON LANDSCAPING.

4. THE PRELIMINARY APPROVAL DATE OF THIS APPLICATION WAS JANUARY 25, 1999.

EASEMENT (Overhead and Underground)

THIS EASEMENT GRANTS to the City of Seattle (hereafter referred to as Grantee), its successors and assigns, the right, privilege and authority to install, construct, erect, alter, improve, repair, energize, operate and maintain electric overhead and underground distribution facilities at depths not exceeding 15 feet, which consist of poles with braces, guys and anchors, crossarms, transformers, ducts, vaults, manholes, cabinets, containers, conduits, wires and other necessary or convenient appurtenances to make said underground and overhead installations and integrated electric system. All such electric system is to be located across, over, upon and under the following described lands and premises situated in the County of King, State of Washington, to wit:

Tract A as shown on the face of the plat.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands abutting the described easement area for the purpose of installing, constructing, reconstructing, repairing, renewing, altering, changing, patrolling, energizing, and operating said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors, and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands or adjacent lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

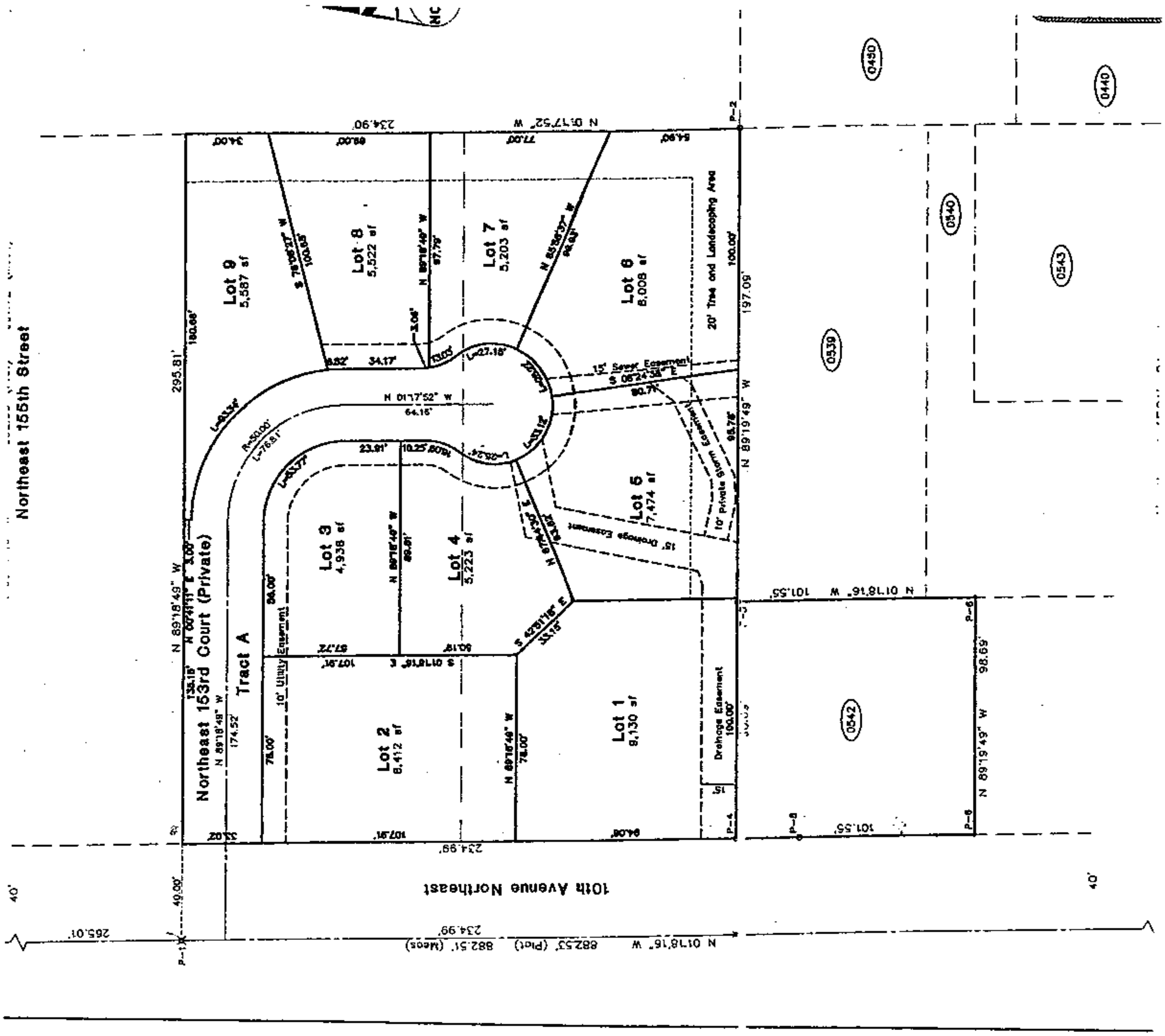
It is further covenanted and agreed that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors and assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

The City of Seattle is to be responsible, as provided by law, for any damage through their negligence in the construction, maintenance, and operation of said electric and/or other utility systems across, over, upon, and under the property granted in this easement or adjacent land thereto.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors, assigns and other utilities shall permanently remove said poles, wires and appurtenances from said lands or shall otherwise permanently abandon said electric and other utility systems, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN THE NE 1/4 SE 1/4, SECTION 17, T26N, R4E.

EMERALD LAND SURVEYING, INC.
PO BOX 13694
MILL CREEK, WA 98082 (425) 359-7198



Northeast 155th Street
10th Avenue Northeast
Northeast 153rd Court (Private)
Tract A
Lot 1
9,130 sf
Lot 2
8,412 sf
Lot 3
4,938 sf
Lot 4
5,223 sf
Lot 5
7,474 sf
Lot 6
8,008 sf
Lot 7
5,203 sf
Lot 8
5,522 sf
Lot 9
5,587 sf
15' Sewer Easement
15' Drainage Easement
10' Private Storm Easement
20' Tree and Landscaping Area
10' Utility Easement
Drainage Easement
0450
0440
0540
0543
0539
0542

ATTACHMENT B:

ENGINEERING PLANS

Attachment B

SEC 17, TWP 26 N, RGE 4 E

SURVEY NOTES

LEGAL DESCRIPTION

LOTS 10 AND 11, BLOCK 16, PARAMONT PARK DIV. NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 28 OF PLATS, PAGE 50, KING COUNTY, WASHINGTON

NOTES

INSTRUMENT USED: SOKKIA SET 5 EDM
METHOD USED: FIELD TRAVERSE
APPROXIMATE POINT ACCURACY ±0.05'

SURVEY MEETS OR EXCEEDS STATE STANDARDS PER WAC 332-130-090

MONUMENTS SHOWN HEREON WERE VISITED ON JUNE 29, 1999.

THE INFORMATION SHOWN ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS THE GENERAL EXISTING CONDITION AT THAT TIME

NO EASEMENTS, RESTRICTIONS OR RESERVATION OF RECORD WHICH WOULD BE DISCLOSED BY A TITLE REPORT ARE SHOWN

VERTICAL DATUM – NGVD 1929

CONTOUR INTERVAL = 5 FEET

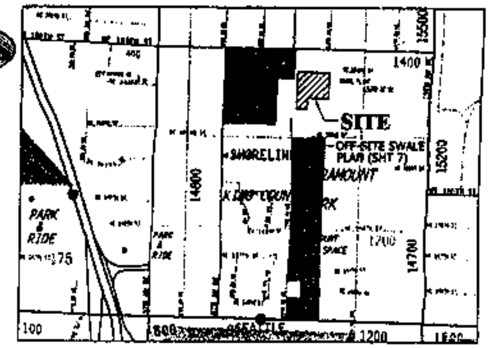
REFERENCE TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY LARRY DIXON, PLS

TREE LEGEND

S	SPRUCE	F	FIR
DF	DOUGLAS FIR	DF	DOUGLAS FIR
M	MAPLE	M	MAPLE
A	ALDER	A	ALDER
H	HEMLOCK	H	HEMLOCK
D	DECIDUOUS	D	DECIDUOUS
C	CEDAR	C	CEDAR
MA	MADRONA	MA	MADRONA
CW	COTTONWOOD	CA	COTTONWOOD
B	BIRCH	B	BIRCH
CO	CONIFEROUS	CO	CONIFEROUS

PARAMOUNT PLAT

CREATIVE CONSTRUCTION ASSOC, INC
1243 152nd ST
SHORELINE, WA



VICINITY MAP

15440 10th AVE NE
SHORELINE, WA

STANDARD NOTES

GRADING CONDITIONS (SG)

DRAINAGE CONDITIONS (SG)

SITE NOTES (SN)

EROSION AND SEDIMENTATION CONTROL (ESC) REQUIREMENTS (SE)

FILTER FABRIC CONDITIONS (SF)

TREE PROTECTION CONDITIONS (ST)

SHEET INDEX

1 . . . . COVERSHEET
2 . . . . TOPOGRAPHIC SURVEY
3 . . . . COMPOSITE PLAN
4 . . . . GRADING & TESC PLAN
5 . . . . LOT CONSTRUCTION TESC PLAN
6 . . . . DRAINAGE & ROADWAY PLAN
7 . . . . PROFILE SHEET
8 . . . . DETAILS

FOR REFERENCE ONLY:

1 - SEWER & WATER MAIN PLAN
2 - SEWER & WATER MAIN PROFILE

EXPIRES 3/4/02

SDS
SITE DEVELOPMENT SERVICES
BOTHELL, WA

RECEIVED
APR 2 0 2001
P&DS

4/18/01 REVISED PER CITY COMMENTS
8/25/00 REVISED PER CITY COMMENTS

PARAMOUNT PLAT

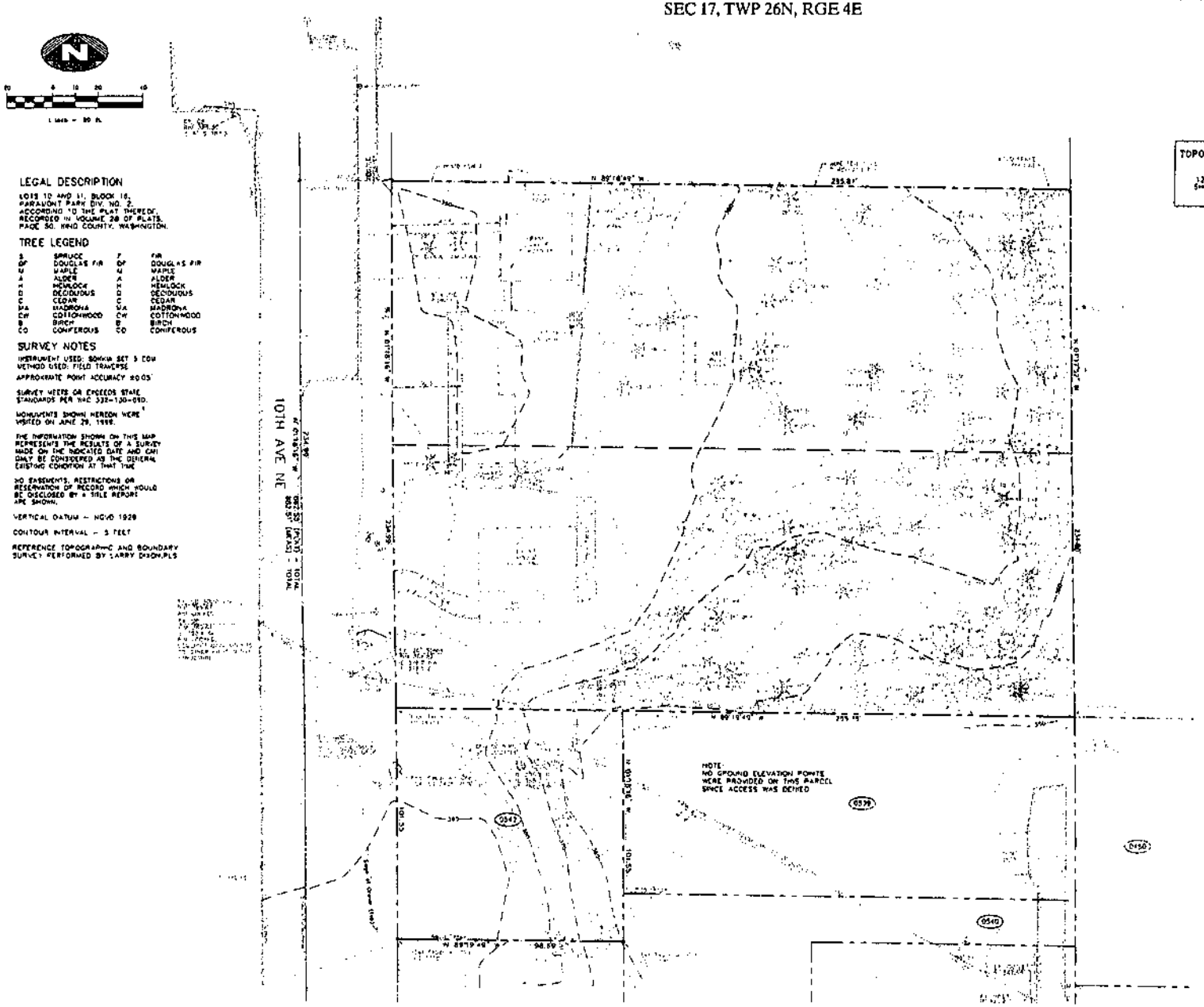
DATE: 6/5/00 | DES: JR & GCD
SCALE: NTS | DWN: JR

COVER SHEET

CREATIVE CONSTRUCTION ASSOC, INC
1243 NE 152nd ST
SHORELINE, WA

1 of 8

SEC 17, TWP 26N, RGE 4E



LEGAL DESCRIPTION

LOTS 10 AND 11, BLOCK 16,
PARAMOUNT PARK DIV. NO. 2,
ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 28 OF PLATS,
PAGE 50, KING COUNTY, WASHINGTON.

TREE LEGEND

S	SPRUCE	F	FIR
DF	DOUGLAS FIR	DF	DOUGLAS FIR
M	MAPLE	M	MAPLE
A	ALDER	A	ALDER
H	HEMLOCK	H	HEMLOCK
D	DECIDUOUS	D	DECIDUOUS
C	CEDAR	C	CEDAR
MA	MADRONA	MA	MADRONA
CW	COTTONWOOD	CW	COTTONWOOD
B	BIRCH	B	BIRCH
CO	CONIFEROUS	CO	CONIFEROUS

SURVEY NOTES

INSTRUMENT USED: SOKKIA SET 5 COM
METHOD USED: FIELD TRAVERSE

APPROXIMATE POINT ACCURACY ±0.05'

SURVEY MEETS OR EXCEEDS STATE
STANDARDS PER WAC 332-130-090.

MONUMENTS SHOWN HEREON WERE
VISITED ON JUNE 29, 1999.

THE INFORMATION SHOWN ON THIS MAP
REPRESENTS THE RESULTS OF A SURVEY
MADE ON THE INDICATED DATE AND CAN
ONLY BE CONSIDERED AS THE GENERAL
EXISTING CONDITION AT THAT TIME

NO EASEMENTS, RESTRICTIONS OR
RESERVATION OF RECORD WHICH WOULD
BE DISCLOSED BY A TITLE REPORT
ARE SHOWN.

VERTICAL DATUM - NGVD 1929

CONTOUR INTERVAL - 5 FEET

REFERENCE TOPOGRAPHIC AND BOUNDARY
SURVEY PERFORMED BY LARRY DIXON, PLS

SURVEYOR'S INFORMATION

EBLE & ASSOCIATES
LAND SURVEYING
14407 83RD DR. S.E. SNOHOMISH, WA.
PH. (425) 338-7188

TOPOGRAPHIC SURVEY	SURVEY IN N.E. 1/4, S.E. 1/4, SEC. 17, T. 26N., R. 4E.		
C.C.A. 1243 NE 152ND ST SHORELINE, WA 98155	DWN. BY: EBLE	DATE: 10/29/99	JOB NO. 99374
	CHK. BY: EBLE	SCALE: 1" = 20'	

EXPIRES 5/6/2002

SDS
SITE DEVELOPMENT SERVICES
310 208TH ST SE
BOTHELL, WA 98012
(425) 481-9887
(425)486-7198 (FAX)

PARAMOUNT PLAT

DATE: 6/5/00 | DES: JR & DCD
SCALE: 1"=20' | DWN: JR

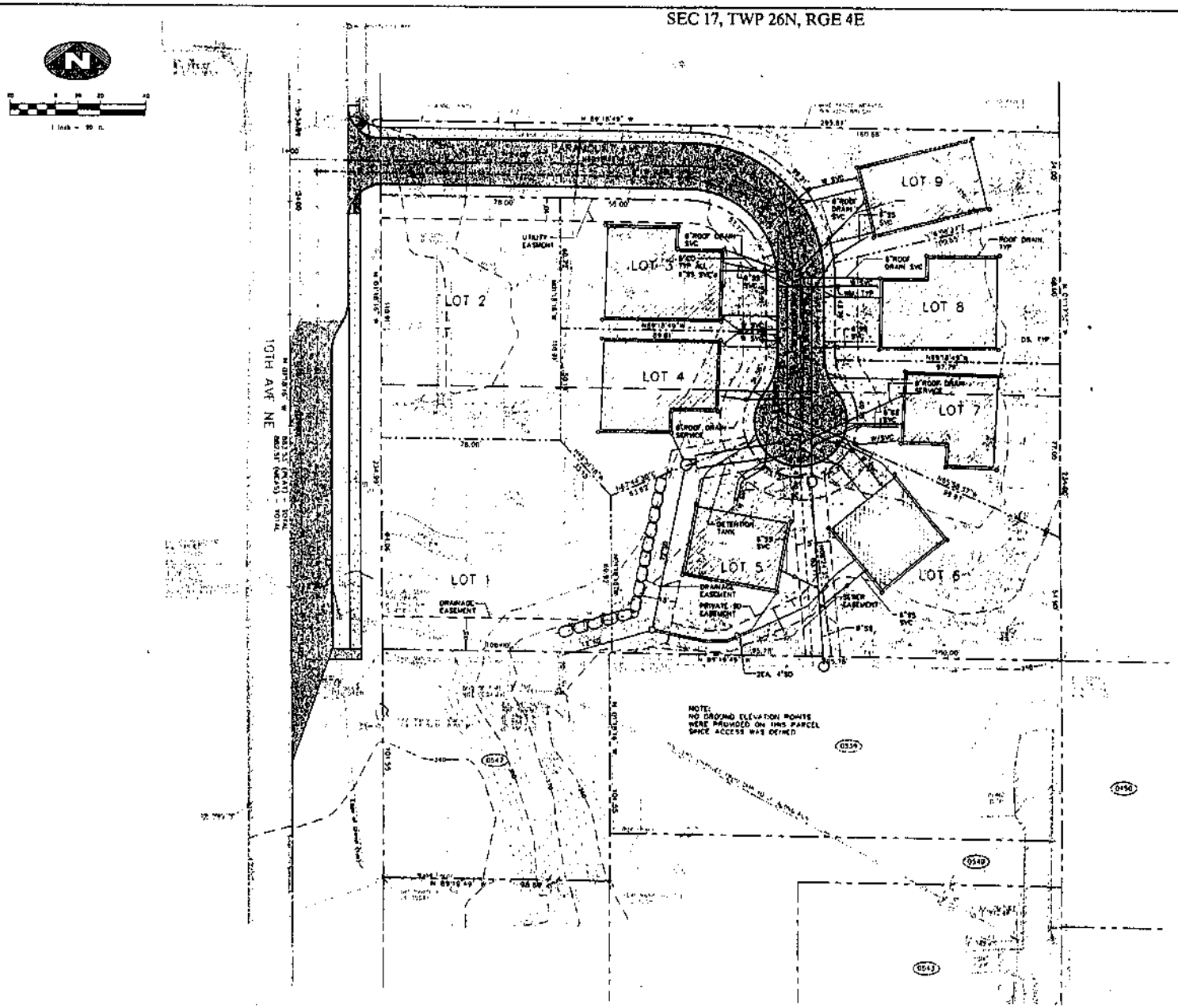
TOPOGRAPHIC SURVEY

CREATIVE CONSTRUCTION ASSOC., INC
1243 NE 152nd St
SHORELINE, WA PHONE: 206-367-8168

2 of 8

82

SEC 17, TWP 26N, RGE 4E



SDS
SITE DEVELOPMENT SERVICES
340 200TH ST SE
BOTHELL, WA 98012
(425) 481-9687
(425)485-7199 (Fax)

4/18/01 REVISED SD DETENTION SYSTEM
9/25/00 REVISED PER CITY COMMENTS

PARAMOUNT PLAT

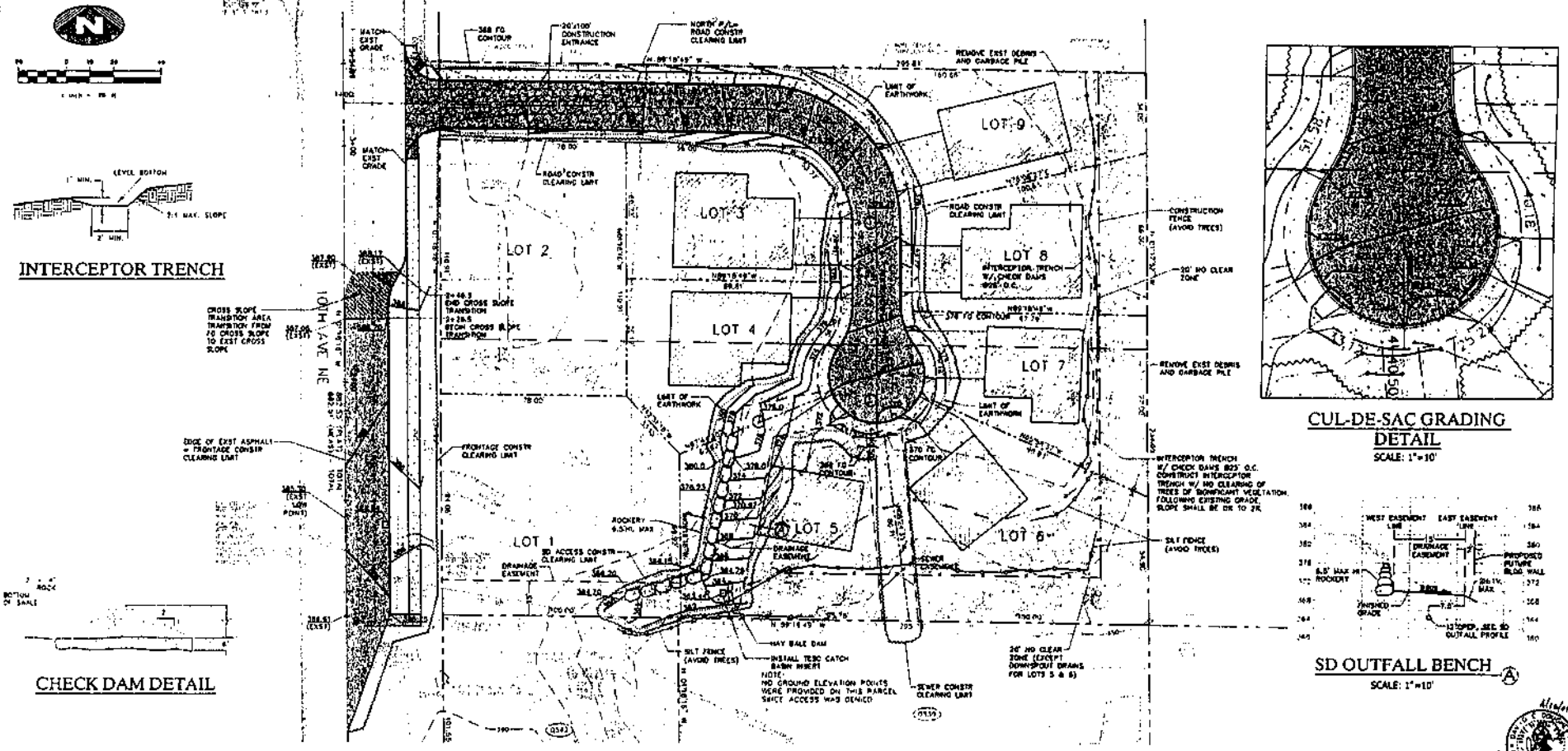
DATE 8/3/00 | DES. JK & DCD
SCALE 1"=20' | DWG. JK

COMPOSITE PLAN

CREATIVE CONSTRUCTION ASSOC. INC
1243 NE 192nd ST
SHORELINE, WA PHONE 206-367-6188

3 of 8

SEC 17, TWP 26N, RGE 4E

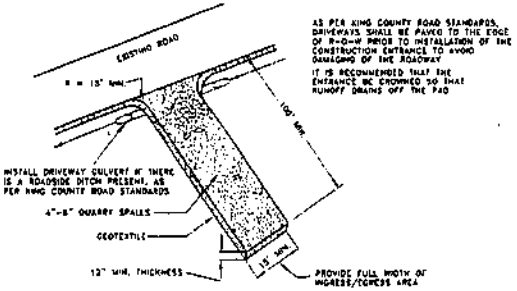


INTERCEPTOR TRENCH

CHECK DAM DETAIL

CUL-DE-SAC GRADING DETAIL
SCALE: 1"=10'

SD OUTFALL BENCH (A)
SCALE: 1"=10'



AS PER KING COUNTY ROAD STANDARDS, DRIVEWAYS SHALL BE PAVED TO THE EDGE OF R-O-W PRIOR TO INSTALLATION OF THE CONSTRUCTION ENTRANCE TO AVOID DAMAGING OF THE ROADWAY.

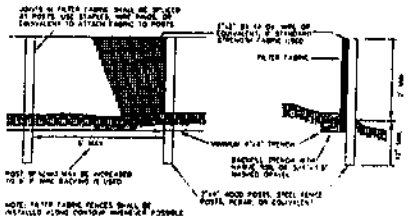
IT IS RECOMMENDED THAT THE ENTRANCE BE CROWNED SO THAT RUNOFF DRAINS OFF THE PAD

CONSTRUCTION ENTRANCE

EARTHWORK QUANTITIES:

CUT = 2,516 C.Y.
FILL = 301 C.Y.

1. QUANTITIES ARE APPROXIMATE. CONTRACTOR TO PERFORM WORK AS REQUIRED TO BRING THE SITE TO THE FINISHED GRADES AS SHOWN.
2. QUANTITIES OBTAINED USING TIN SUBTRACTION WITH AUTODESK LAND DEVELOPMENT DESKTOP SOFTWARE.
3. DISPOSE OF EXCESS CUT AT AN APPROVED FILL SITE DETERMINED AT THE PRECONSTRUCTION CONFERENCE.



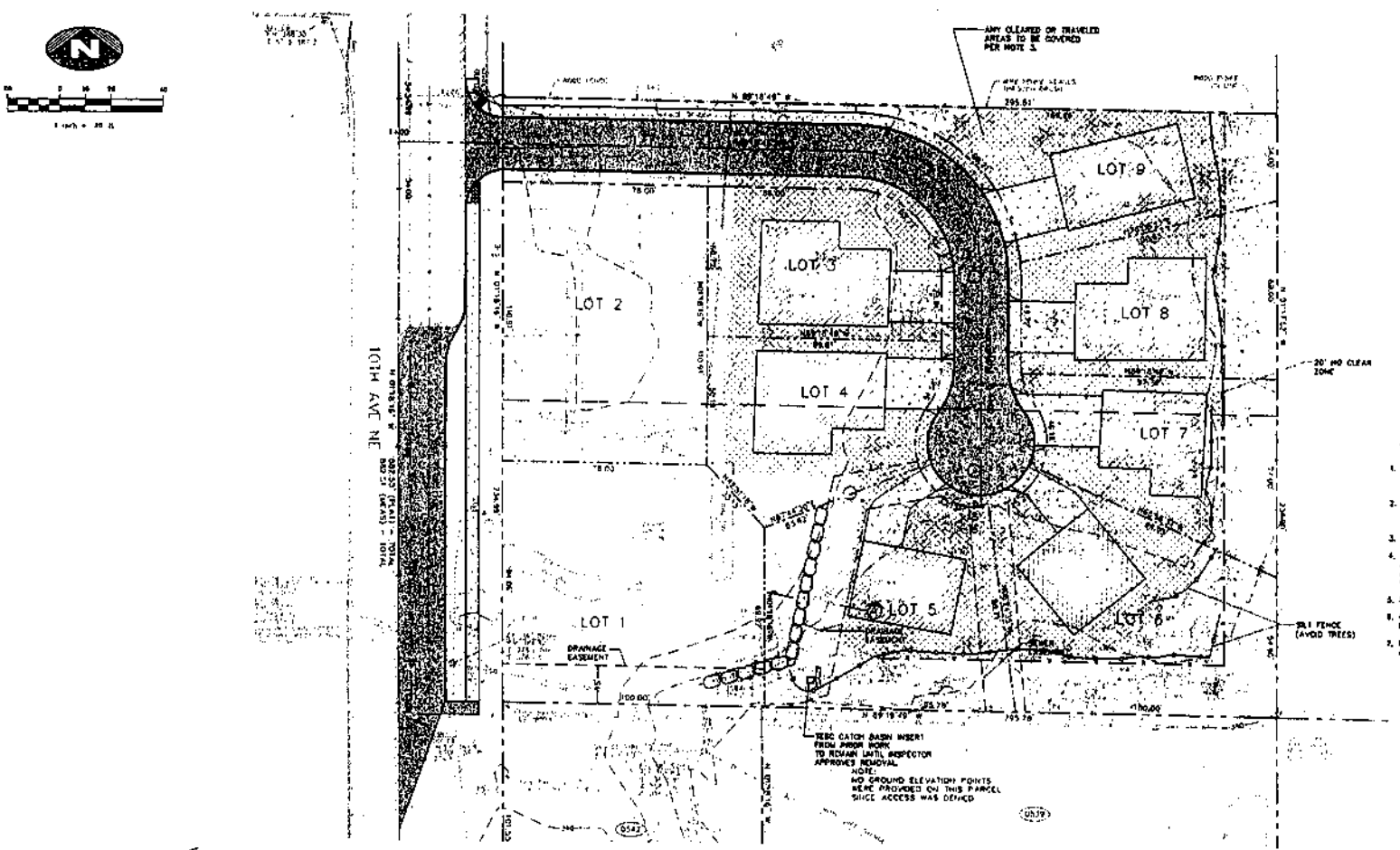
SILT FENCE

SDS
SITE DEVELOPMENT SERVICES
310 208TH ST SE
BOTHELL, WA 98012
(425) 481-8687
(425)485-2198 (Fax)

4/18/01 REVISED PER CITY COMMENTS	
9/25/00 REVISED PER CITY COMMENTS	
PARAMOUNT PLAT	
DATE: 6/5/00	DES: JH & DCD
SCALE: 1"=20'	DWN: JH
GRADING & TESC PLAN (ROADWAY & UTILITIES ONLY)	
CREATIVE CONSTRUCTION ASSOC, INC 1245 NE 192nd ST SHORELINE, WA PHONE: 206-367-6188	4 of 8

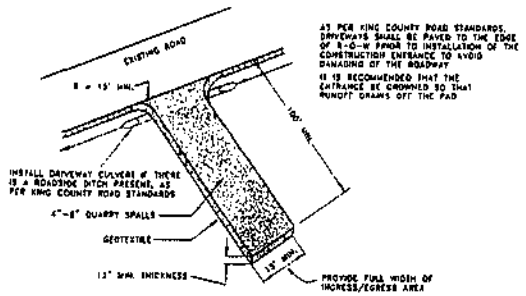
EXPIRES 6/11/03

84



LOT CONSTRUCTION SEQUENCE:

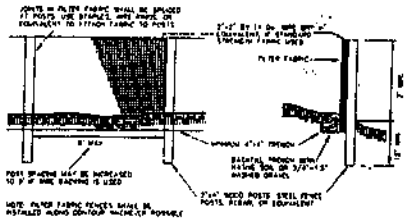
1. PRECONSTRUCTION MEETING WITH CITY'S INSPECTOR REQUIRED PRIOR TO ANY WORK. WORK SHALL NOT PROCEED UNTIL SITE UTILITIES & ROADWAY ARE COMPLETE.
2. INSTALL SILT FENCE DOWNHILL OF ALL CONSTRUCTION AREAS. CLEAR FOR HOUSES. INSTALL QUARRY SPALL PADS BETWEEN ROADWAY & HOUSE SITES.
3. CONSTRUCT FOUNDATION.
4. STABILIZE TRAVELED AND WORK AREAS W/ 4" QUARRY SPALLS. COVER OTHER DISTURBED AREAS W/ STRAW OR MULCH. DISPERSE ALL CONCENTRATED RUNOFF. ALL FLOW MEETING SILT FENCE SHALL BE SHEET FLOW.
5. RESTRICT VEHICULAR ACCESS TO ROAD AND DRIVEWAYS.
6. COMPLETE FINE GRADING AND PERMANENT VEGETATION AFTER BUILDING IS COMPLETE.
7. REMOVE EROSION CONTROL MEASURES ONLY AFTER CITY INSPECTOR'S APPROVAL.



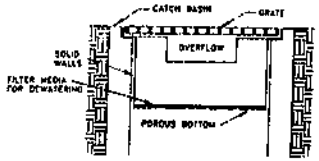
AS PER KING COUNTY ROAD STANDARDS, DRIVEWAYS SHALL BE PAVED TO THE EDGE OF R-O-W PRIOR TO INSTALLATION OF THE CONSTRUCTION ENTRANCE TO AVOID DAMAGING OF THE ROADWAY

IT IS RECOMMENDED THAT THE ENTRANCE BE CROWNED SO THAT RUNOFF DRAINS OFF THE PAD

CONSTRUCTION ENTRANCE



SILT FENCE



NOTE: THIS DESIGN IS ONLY SCHEMATIC. ANY INSERT IS ALLOWED THAT HAS A MIN. 0.5 C.F. OF STORAGE, THE MEANS TO DEWATER THE STORED SEDIMENT, AN OVERFLOW, AND CAN BE EASILY MAINTAINED.

TESC CATCH BASIN INSERT

EXPIRES: 8/14/02

SDS
SITE DEVELOPMENT SERVICES
2nd FLOOR BT SE
BOTHELL, WA 98017
(425) 481-9447
(425)485-7188 (Fax)

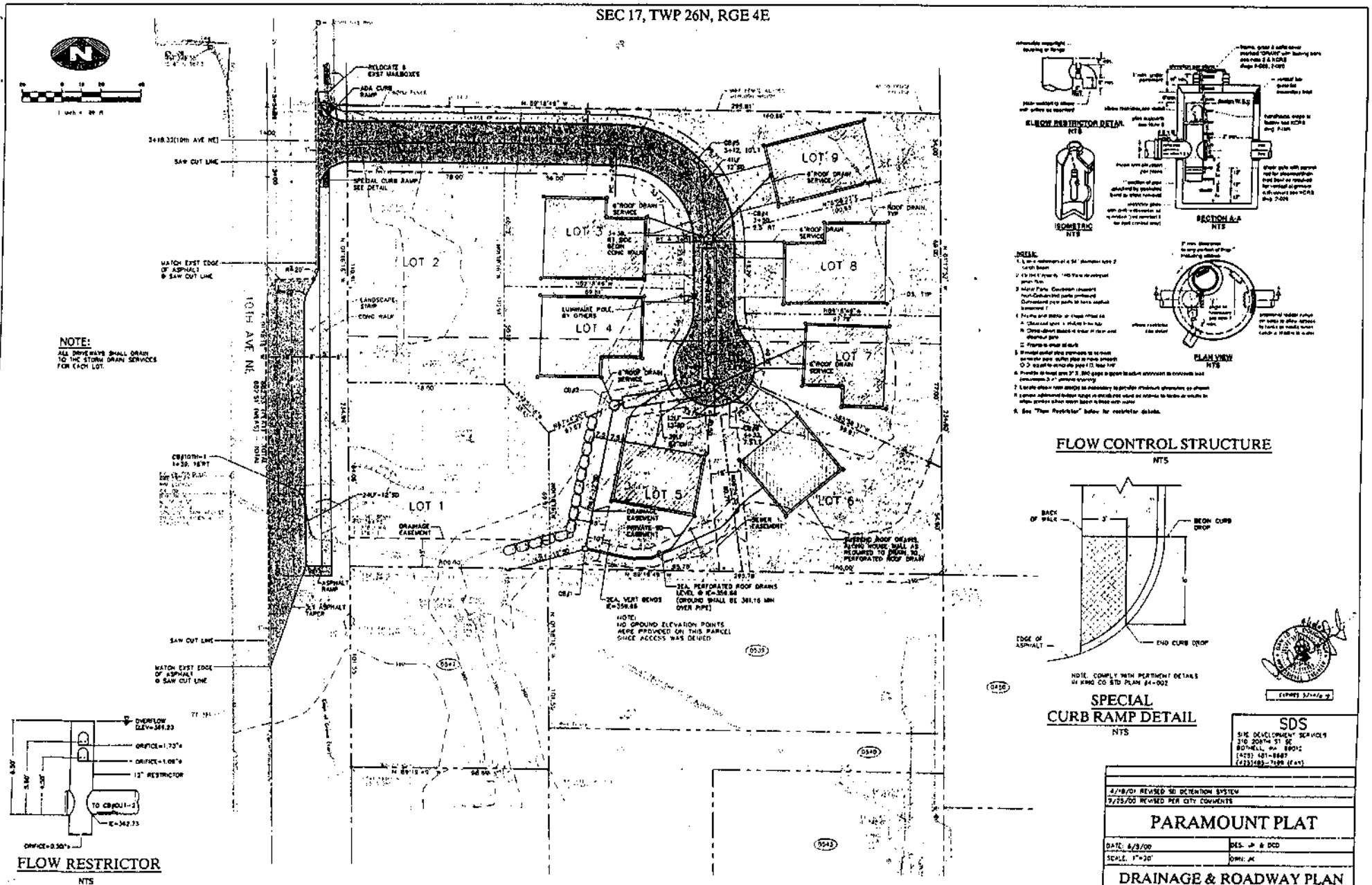
PARAMOUNT PLAT

DATE: 8/3/00	DES: JK & DCD
SCALE: 1"=20'	DWN: JP

LOT CONSTRUCTION TESC PLAN

CREATIVE CONSTRUCTION ASSOC. INC
1043 NE 152nd ST
SHORELINE, WA
PHONE: 206-367-8188

SEC 17, TWP 26N, RGE 4E



NOTE:
ALL DRIVEWAYS SHALL DRAIN TO THE STORM DRAIN SERVICES FOR EACH LOT.

FLOW RESTRICTOR
NTS

FLOW CONTROL STRUCTURE
NTS

NOTE: COMPLY WITH PERTINENT DETAILS IN KING CO STD PLAN #4-002

SPECIAL CURB RAMP DETAIL
NTS

SDS
SITE DEVELOPMENT SERVICES
310 208TH ST SE
BOTHELL, WA 98012
(425) 481-8687
(425)483-7189 (FAX)

4/18/01 REVISED SD DETENTION SYSTEM
9/25/00 REVISED PER CITY COMMENTS

PARAMOUNT PLAT

DATE: 6/9/00 | DES. JP & DCD
SCALE: 1"=30' | DRN: JK

DRAINAGE & ROADWAY PLAN

CREATIVE CONSTRUCTION ASSOC. INC
12545 NE 152nd ST
WOODINVILLE, WA
PHONE: 206-367-8188

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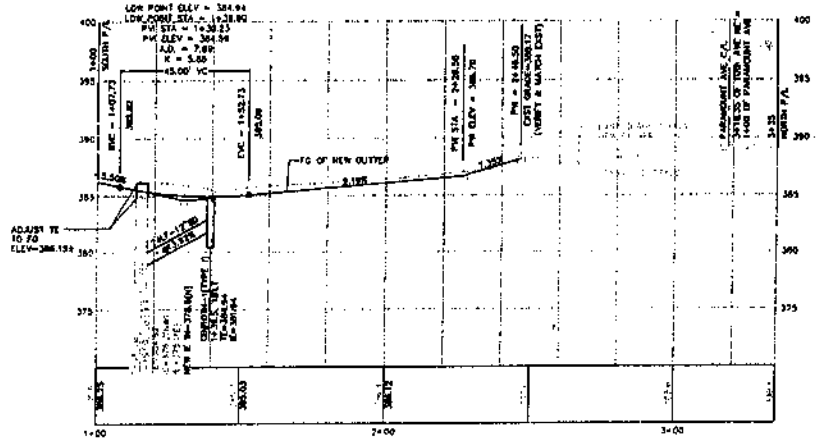
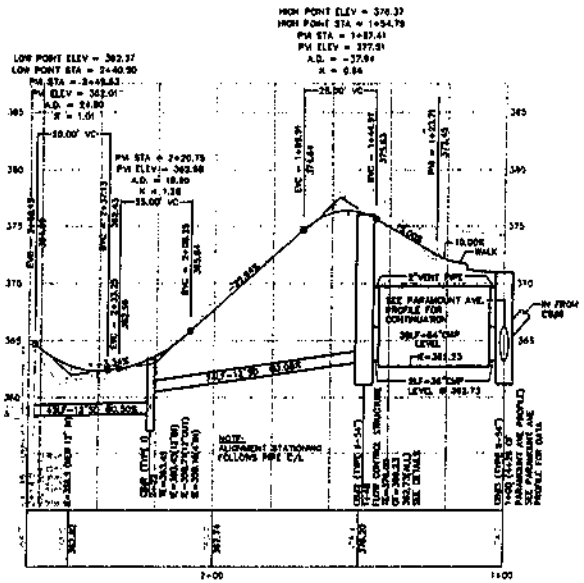
SEC 17, TWP 26N, RGE 4E



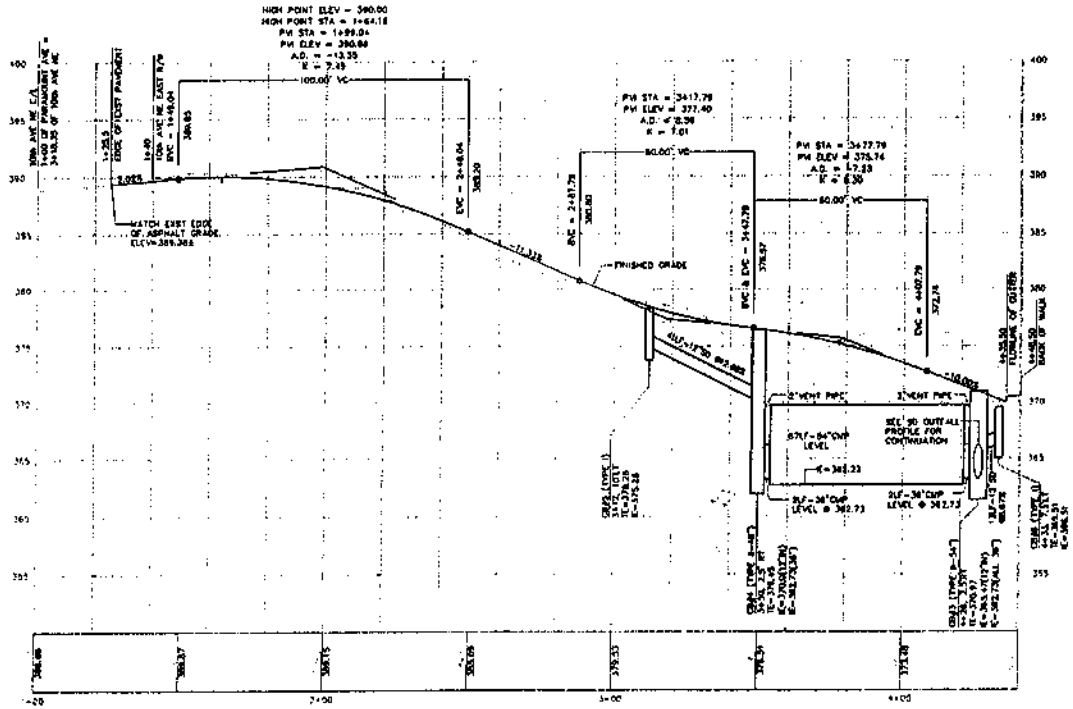
10th AVE NE PROFILE

SCALE: HOR- 1"=20'
VERT- 1"= 5'



STORM DRAIN OUTFALL PROFILE

SCALE: HOR- 1"=20'
VERT- 1"= 5'



PARAMOUNT AVE PROFILE

SCALE: HOR- 1"=20'
VERT- 1"= 5'

87

SDS
SITE DEVELOPMENT SERVICES
310 208TH ST SE
BOTHELL, WA 98012
(425) 481-9687
(425) 69-7198 (FAX)

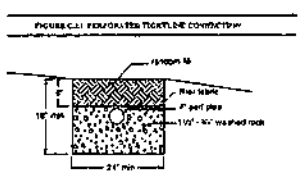
4/18/01 REVISED SD DETENTION SYSTEM
9/25/00 REVISED PER CITY COMMENTS

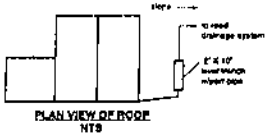
PARAMOUNT PLAT

DATE 8/3/00 DES. JK & DCD
SCALE 1"=20' DWN. JK

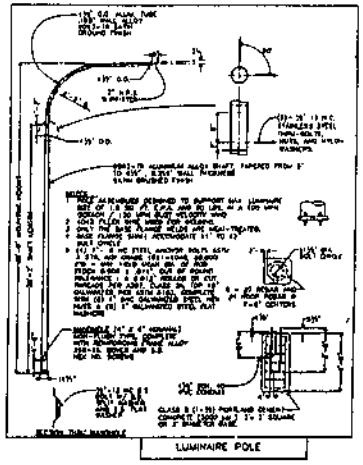
PROFILE SHEET

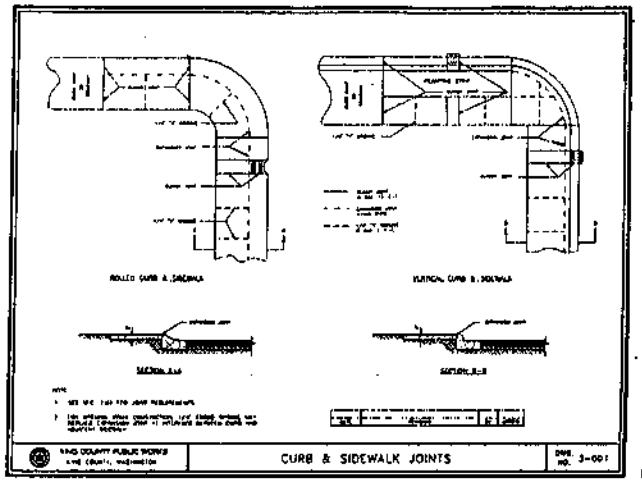
CREATIVE CONSTRUCTION SERVICES, INC.
17421 NE 152nd ST
WOODINVILLE, WA PHONE 206-481-9148

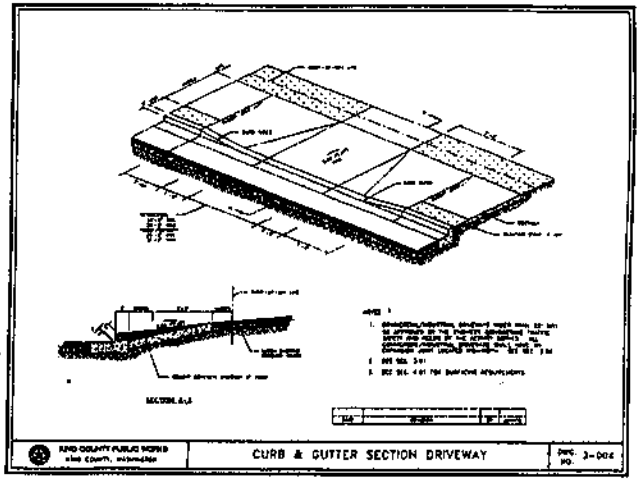


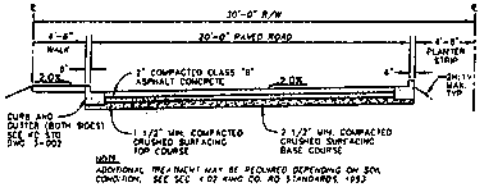


ROOF DOWNSPOUT SYSTEM
(LOTS 5 AND 6)
NTS

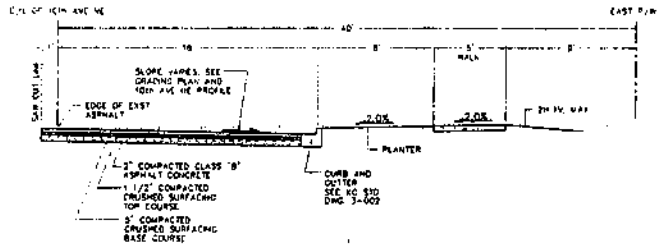




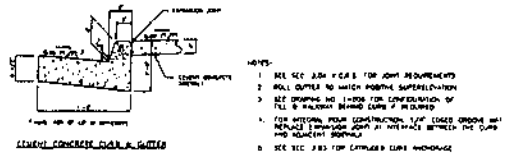




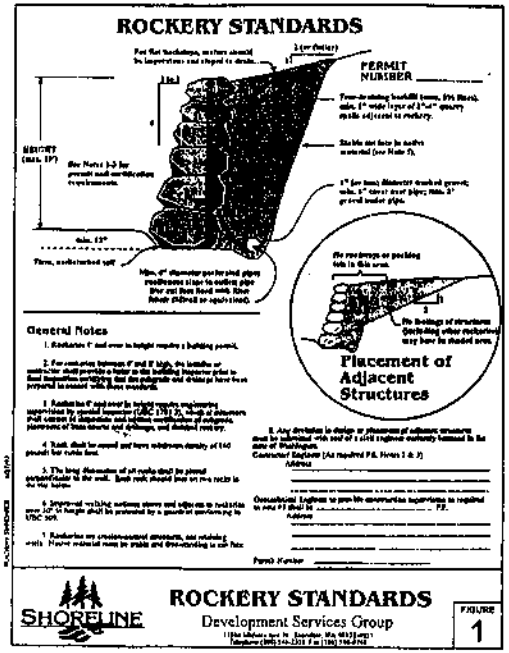
PARAMOUNT AVE SECTION
NTS

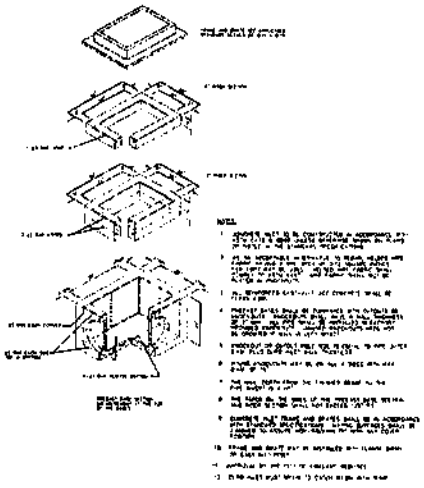


10th AVE NE IMPROVEMENTS
SECTION
NTS



CURB AND GUTTER DETAIL
KING COUNTY DNG 3-002
NTS





TYPE 1 CATCH BASIN
NTS

SDS
SITE DEVELOPMENT SERVICES
3910 204TH ST SW
LYNNWOOD, WA 98036
(425) 481-0459
(425) 485-7188 (FAX)

9/25/00 REVISED PER CITY COMMENTS

PARAMOUNT RIDGE

DATE: 6/15/00
SCALE: NTS

NOTES AND DETAILS

PREPARED FOR: PARAMOUNT RIDGE, LLC
1241 NE ISLAND CT
SHORELINE, WA 98155 PHONE (206) 363-2482

8 of 8

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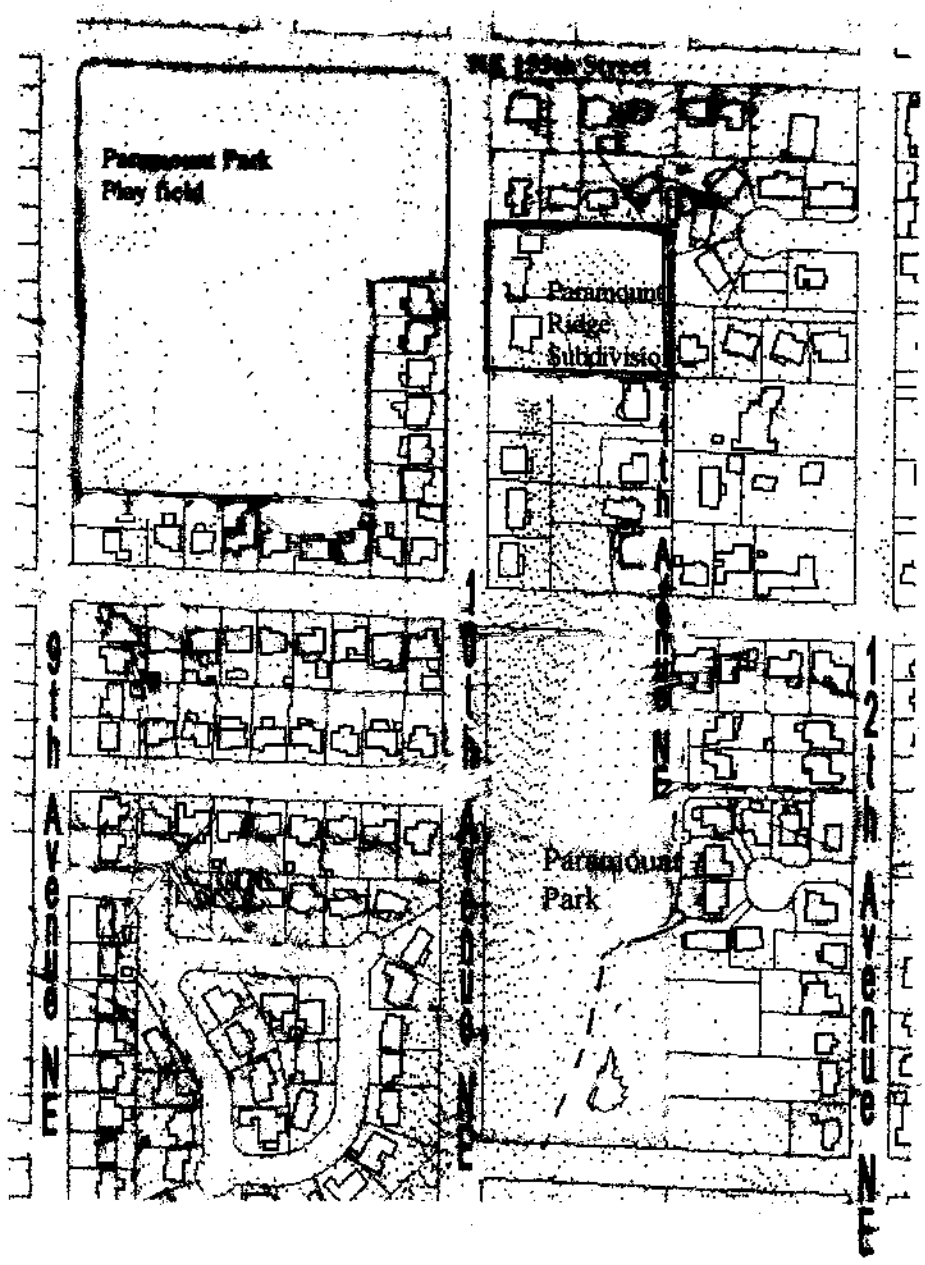
ATTACHMENT C:

VICINITY MAP

Vicinity Map



ATTACHMENT D:

RESOLUTION NO. 173

RESOLUTION NO. 173

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, APPROVING THE FINAL PLAT OF PARAMOUNT RIDGE.

WHEREAS, the applicant has made application for final plat of Paramount Ridge a nine lot subdivision; and

WHEREAS, your Council approved the subject preliminary plat of Paramount Ridge on January 25, 1999 following a public hearing held by the Planning Commission on July 30, 1998; and following an Appeal hearing held by the City of Shoreline Hearing Examiner on December 24, 1998, and

WHEREAS, engineering and site development plans have been approved, an on-site mitigation plan has been approved, and the applicant been issued a site development permit to construct all required plat improvements, which will satisfy all requirements for final plat; and

WHEREAS, all required site development including, utility and drainage improvements, road and pedestrian improvements, and landscaping improvements have been guaranteed with a performance bond, with improvements to be completed within two years of final plat approval; and

WHEREAS, the applicant complied with all requirements of the City of Shoreline Municipal Code chapter 20.30.060 for recording the plat;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. The Council finds that the conditions of preliminary plat approval have been met and the requirements for recording the final plat have been satisfied.

Section 2. The final plat of Paramount Ridge, is approved, subject to a performance bond guaranteeing site development will be completed within two years.

Section 3. The Mayor and the Planning and Development Director are authorized to sign the plat, which will then be recorded with King County Records and Elections Division.

ADOPTED BY THE CITY COUNCIL ON June 11, 2001.

_____
Mayor Scott Jepsen

ATTEST:

_____
Sharon Mattioli, CMC
City Clerk

Council Meeting Date: June 11, 2001 **Agenda Item:** 8(b)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Ordinance No. 275 Regulating Security Devices (Alarms)
DEPARTMENT:	Police
PRESENTED BY:	Chief Denise Pentony CR for DP

EXECUTIVE / COUNCIL SUMMARY

Chronic false alarms continue to place an unnecessary burden on police resources each year. The Shoreline Police started a problem-solving project in October 2000 to reduce repeat false alarms by 45%. One of the major initiatives of the project was to reduce the number of repeat false alarms by adopting and enforcing a False Alarm Ordinance. The purpose of this staff report is to present a revised False Alarm Ordinance for consideration by the City Council.

This topic was discussed with Council on January 22, 2001. The Council input provided at that time was as follows: 1. Keep the second false alarm penalty at fifty dollars or lower; 2. Ensure that the "no response" portion of the Ordinance was fair and provided sufficient notice to the alarm owner and; 3. False alarms occurring due to weather or disasters should not be counted as a false alarm. The proposed Ordinance reflects changes to address these suggestions.

Public comment on the proposed ordinance was sought from citizens and business owners. Articles about the proposed Ordinance were placed in the Currents, Enterprise, Richmond Highlands Newsletter, Richmond Beach Community News, and the Westminster Triangle News. Presentations were made to the Chamber of Commerce and the Council of Neighborhoods. Each alarm owner that had three or more false alarms in 2000 and through April of 2001 was sent a letter advising them about the Ordinance and encouraging them to take steps to prevent future false alarms by training users and having the alarm checked for problems. All public comment received in response to this outreach effort supported the proposal.

The Council of Neighborhoods input was as follows: 1. It was requested that the "ten minute ring" limit in the Ordinance be waived for existing systems that do not meet that limit. *This was eliminated from the new Ordinance.* 2. That clarification be provided on what happens to alarm owners that do not submit documentation that corrective action had been taken. *Documentation will not be requested until the third and successive alarms occur.* 3. It was requested that alarm owners/users receive educational materials with the first and successive false alarms. *Educational fliers will be given out on each false alarm.* 4. Questions about data collection and analysis were asked about the portion of false alarms that were due to human or equipment errors. *Police will*

begin to collect data on causes of alarms and alarm companies for further educational and prevention strategies.

Essentially, the proposed revised Ordinance will mirror the revised 1999 King County ordinance with the above noted changes as presented in Attachment A. As you may recall, the City's false alarm ordinance was adopted in 1996 under Ordinance 73 § 36. This ordinance will now be found under the City's Municipal Code 9.20. The Shoreline Police Department did not recognize that the County Code had been amended until the fall of 2000, when false alarms were taken on as a problem-solving project. It was also discovered that Shoreline Police had not enforced the City's false alarm ordinance since 1996. Tonight the Shoreline Police seek your Council's adoption of a revised False Alarm Ordinance with implementation to occur after July 11, 2001.

The performance measurement for the new Ordinance will be an anticipated 45% reduction of repeat false alarms within one year of implementing the revised ordinance. Repeat false alarms are defined as "three or more" false alarms at one location. The benefits will be a reduction of calls for service, reduction of officer complacency in responding to false alarms, more efficient and effective use of police resources and increased alarm user accountability.

RECOMMENDATION

Staff recommends your Council adopt Ordinance No. 275 Regulating Security Devices.

Approved By: City Manager City Attorney 

BACKGROUND / ANALYSIS

Alarms were originally designed to protect lives and property. Properly installed, used and maintained, alarms are a real asset. When misused, they become a liability. The Shoreline Police Department spends a significant amount of time and money responding to false alarms. Additionally, they increase liability and endanger the safety and welfare of the responding police personnel and the public. False alarms demand resources that would otherwise be spent on proactive policing, or reducing the emergency response times to other police emergencies. It is anticipated that the additional time gained by the officers will be spent on problem solving efforts within the city.

Shoreline Police responded to 1,962 alarms between January 1, 2000 and December 27, 2000. Of those alarms 1,861, or 95%, were false. False alarms represent 16% of the total dispatched calls for service during this same time period. Reports of false alarms are the leading type of detail received by Shoreline Police. It is for that reason a problem-solving project was initiated. An examination of alarm calls in 1999 showed a similar trend. In examining the "repeat" false alarm locations it was determined that 277 locations had two or more false alarms in 2000.

The revised Ordinance 9.20 Electronic Security Devices highlights are as follows:

- Alarm owners/users will assume responsibility for the mechanical/electrical reliability and proper use of alarm systems and to prevent unnecessary police emergency response to false alarms.
- False alarms will mean the activation of any combination of burglary, robbery, panic or yard alarm when no crimes being committed or attempted on the premises, but does not include any extraordinary circumstances not reasonably subject to control by the alarm system owner/used. (example is weather related). Or, where the alarm is cancelled prior to police arrival.
- The requirement for a ten (10) minute limit on audible signals was stricken from the revised ordinance. Owners will have one hour to respond and secure the alarm.
- For the first false alarm there is no fine, but educational information provided.
- For the second false alarm within a six-month period the alarm owner will be fined fifty ($50) dollars and educational information will be provided.
- After the third and subsequent false alarms in six-months the alarm owner will be fined seventy-five ($75) dollars. Police officers will contact the alarm owner/user and determine the reason for false alarms and provide training and inspect the system. The owner/user will need to provide written confirmation that they have taken corrective action to prevent further false alarms.
- After the forth false alarm, if the owner/user does not take corrective action after police have contacted and provided education, the owner/user will be notified by U.S. Mail that they will be placed on a "no response" status taken and the Chief of Police will order the disconnection of the alarm, until such time that corrective action is taken. Disconnection or no responses will not be carried out on any premises required by law to have an alarm system in operation.

- Any person cited for false alarms will have the right to a hearing in Municipal Court to contest the validity of either the notice of infraction or the amount of the civil penalty or both.

The changes to the ordinance are contrasted below:

Code Section	Proposed 2001 Revised Ordinance	Revised 1999 Code
	A false alarm caused due to unusual circumstances such as inclement weather or disaster will not be considered a false alarm. Alarms cancelled prior to police arrival will not be considered a false alarm.	**Definitions.** Expanded and clarified in parts A - L. "False alarm means the activation of any combination of burglary, robbery, panic or yard alarm when no crime is being committed or attempted on the premises. An alarm is presumed false if the sheriff's deputies responding do not locate evidence of an intrusion or commission of an unlawful act or emergency on the premises that might have caused by extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user."(G)
9.20.030	**Responsibilities of alarm system owners.** Requires owners to either post at residence or have on file with the communications center, contact information; appear and turn off alarm within one hour; not activate alarm for purpose of summoning police except for actual or attempted burglary.	**Requirements.** Section was renamed. Changes are; Alarms may not have an audible signal on the exterior that sounds longer than 10 minutes after being activated; alarm shall be maintained to minimize or eliminate false alarms; owner will make a 'reasonable' effort to secure alarm within one hour; monitoring company will make attempt to determine if actual crime is being committed prior to police dispatch call, and requesting dispatch cancellations if verifying no event has occurred.
	False alarm – first response. No fee is assessed for first alarm in a six-month period. No notice of proof of correction to the police is required for the first and second alarm in a six-month period.	**Civil penalties for excessive or improper false alarms.** No fee is assessed for first alarm, if within six calendar months, no other false alarms occur; 3-day notice from owner to the police stating the cause of alarm and corrective action required.
9.20.050	**False alarm – civil penalty.** Any person or business, through error or omission, or mechanical failure, which causes two or more false	**False alarm – Civil penalty.** Change is; which causes two or more false alarms in any consecutive six-month period commits an infraction

	alarms in a six-month period, shall commit a civil infraction. The penalty for the second false alarm shall be $50. The third and successive false alarms shall be $75.	punishable by a civil penalty. The penalty for the second false alarm is $75. The penalty for the third false alarm and successive alarms is $100. Disconnection language is stronger.
	After the third false alarm in a six-month period, officers shall contact the owner and provide training and inspect the alarm. Written proof will be required from the alarm owner/user that steps were taken to correct the problem(s). Any succeeding false alarms, four or more, as a result of failure to take the necessary corrective action and or any non-payment of any false alarm charges may result in the police chief ordering the non-response to future alarms and the disconnection of the alarm until correction action and or fine is paid.	**No response to excessive false alarms.** Section added. After the third false alarm in a six-month consecutive period, the sheriff shall send a notification to the alarm user and the alarm monitoring company, if any, by regular mail, that contains the following information: That the third false alarm has occurred; and that if another false alarm occurs within the six-month period, the sheriff's office will not respond to any subsequent alarm activation's without the approval of the sheriff or a visual verification corrective action has been taken. After the fourth false alarm within a consecutive six-month period, the police may not respond to the subsequent alarms with approval of the sheriff. A description of notice content and timing is included.

The goal of the problem-solving project is to reduce or eliminate repeat false alarms so staff time may be used more efficiently and effectively. **It is staff's goal to reduce repeat alarms in a 12-month period by 45%.** That goal is reasonable if Shoreline Police implements the "revised" ordinance and employs several strategies to respond to the problem. Community education is paramount in successful reduction of false alarms. Officers will leave educational door hangers (fliers) at each false alarm call responded to. Letters will be sent to false alarm locations explaining the ordinance and directions for preventing false alarms in the future. Officers will respond to chronic false alarm locations and work with the party to eliminate false alarms by conducting site inspections and education on proper alarm use.

Volunteers and storefront officers will run the project. Shoreline will not require additional staff. The costs associated with implementing the false alarm reduction program (revised ordinance) will be minimal. The costs will be for mailing warning letters and printing educational materials. The computer program already exists to track repeat alarms.

Understanding the causal factors of false alarms will help police to focus educational efforts to prevent future problems. Unfortunately, Shoreline Police do not have data at this time to indicate the causes of alarms in Shoreline. However, as part of the

problem-solving project, this data will be collected so we will know where to focus our education efforts.

Implementation of the revised ordinance will be a major change in how alarm calls will be handled both administratively and by police. Efforts to educate the public on the new Ordinance are key to preventing complaints.

SUMMARY

The proposed false alarm Ordinance will help Shoreline Police to hold alarm owners/users accountable and thus reduce the frequency of repeat false alarms in Shoreline freeing scarce police resources to spend additional time on problem solving efforts. The ordinance will set forth provisions to balance education and enforcement to meet the intended goal of a 45% reduction.

RECOMMENDATION

Staff recommends your Council adopt Ordinance No. 275 Regulating Security Devices.

ATTACHMENTS

Attachment A Proposed Ordinance No. 275 Regulating Security Devices

Attachment A

ORDINANCE NO. 275

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, REVISING REGULATION OF SECURITY DEVICES; AND REPEALING SMC 9.10.360.

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter. A new chapter, 9.20 Electronic Security Devices, is added to the Shoreline Municipal Code to read as follows:

[Revisions to text are changes to King County Chapter 9.20 adopted by reference in SMC 9.10.360]

Chapter 9.20
ELECTRONIC SECURITY DEVICES

Sections:

9.20.005 Purpose. A. The purpose of this chapter is to encourage alarm users and alarm businesses to assume increased responsibility for the mechanical/electrical reliability and proper use of alarm systems and to prevent unnecessary police emergency response to false alarms, thereby to protect the emergency response capability of the ~~county~~ city from misuse.

B. The obligation of complying with this chapter and liability for failing to do so is placed on the parties responsible for owning, operating, monitoring or maintaining alarm systems. ~~(Ord. 13577 § 1,1999).~~

9.20.010 Prohibited - Exception. The installation or use of any electric, electronic or mechanical security device which gives automatic notice to the communications center of the sheriff's office, is prohibited, except by federal, state or local government agencies acting with the permission of the ~~sheriff~~Police Chief. This provision specifically includes devices utilizing the public telephone system. ~~(Ord. 13577 § 2, 1999: Ord. 1952 § 1, 1974).~~

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

A. "Alarm business" means the business by an individual, partnership, corporation or other entity of selling, leasing, maintaining, monitoring, servicing, repairing, altering, replacing, moving or installing an alarm system or causing to be sold, leased, maintained, monitored, serviced, repaired, altered, replaced, moved or installed an alarm system in or on any building, structure or facility.

B. "Alarm dispatch request" means a notification to the ~~sheriff's office~~Shoreline Police by an alarm business or another party that an alarm, either manual or automatic, has been activated at a particular alarm site.

C. "Alarm monitoring company" means an individual, partnership, corporation or other form of association that engages in the business of monitoring property, burglary, robbery or panic alarms and reporting activation of the alarm system to a law enforcement agency.

D. "Alarm site" means a single premises or location served by an alarm system or systems. Each tenancy, if served by a separate alarm system in a multi-tenant building or complex, is a separate alarm site.

E. "Alarm system" means a system, device or mechanism that, when activated, transmits a telephone message to a private alarm monitoring company or some other number, emits an audible or visible signal that can be heard or seen by persons outside the protected premises or transmits a signal beyond the premises in some other fashion, to report a crime in-progress or other crisis situation requiring a police response. "Alarm system" does not include a fire alarm system, medical alert system or an alarm installed on a motor vehicle.

F. "Alarm system user" means a person, firm, partnership, association, corporation, company or organization of any kind that uses an alarm system at its alarm site.

G. "False alarm" means the activation of any combination of burglary, robbery, panic or yard alarm when no crime is being committed or attempted on the premises. An alarm is presumed false if the ~~sheriff's deputies~~police officers responding do not locate evidence of an intrusion or commission of an unlawful act or emergency on the premises that might have caused the alarm to sound. However, "false alarm" does not include an alarm caused by extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user. An alarm dispatch request that is canceled by the alarm system monitoring company or the alarm system user before arrival of the responding officer to the alarm site is not a false alarm for the purposes of fine assessment or no-response status designation.

H. "Monitoring" means the process by which an alarm business receives signals from the alarm system and relays an alarm dispatch request to the proper jurisdiction for the purpose of summoning police response to the alarm site.

I. "No response" means that ~~sheriff's deputies~~police officers may not be dispatched to investigate a report of an automatic burglary or property alarm system activation at an alarm site that has a record of four false alarms within a continuous six-month period, if the alarm is the only basis for making the dispatch.

J. "Premises" means an area or a portion of an area protected by an alarm system.

K. "Sheriff" means the sheriff of King County.

L. "Verification" means an attempt to avoid an unnecessary alarm dispatch request by the

alarm business, or its representative, by contacting the alarm site by telephonic or other electronic means, with or without actual contact with a system user or representative, before requesting a police dispatch. ~~(Ord. 13577 § 3, 1999: Ord. 5655 § 1, 1981: Ord. 5164 § 1, 1980: Ord. 1952 (part), 1974).~~

9.20.030 Requirements. A. 1. An alarm system may not have an alarm signal audible on the exterior of an alarm site that sounds longer than ~~ten minutes~~one hour after being activated.

2. An alarm system may not automatically dial the sheriff' s office directly and deliver a prerecorded message unless specifically authorized by the sheriff.

B. An alarm user:

1. Shall submit a contact card to be on file in the sheriff' s office communications center, via the Shoreline Police, a notice of the telephone numbers at which the person or persons authorized to enter the premises can be reached to respond;

2. Shall maintain the premises and the alarm system in a manner that will minimize or eliminate false alarms;

3. Shall make every reasonable effort to respond or cause a representative to respond to the alarm site within one hour when notified by the ~~sheriff' s office~~Police Department to deactivate a malfunctioning alarm system, to provide access to the premises or to provide security for the premises; and

4. May not manually activate an alarm for any reason other than an occurrence of an event for which the alarm system was intended to report.

C. An alarm monitoring company shall:

1. Attempt to verify whether an actual crime is being committed at the alarm site and report the results of its verification attempt to the ~~sheriff' s office~~Shoreline Police;

2. Request cancellation of an alarm dispatch request upon verifying no event has occurred that the alarm system was intended to report; and

3. Describe in plain language, other than a zone number, the specific location on the premises of the point of entry or unauthorized access. ~~(Ord. 13577 § 4, 1999: Ord. 5655 § 2, 1981).~~

9.20.040 Civil penalties for excessive or improper false alarms. For a response to premises at which no other false alarm has occurred within any consecutive six-month period, ~~a~~ no fee ~~may not~~ shall be charged~~,~~. ~~but the person having or maintaining the burglary or robbery alarm shall within three working days notice to do so make a written report to the sheriff on forms prescribed by the sheriff setting forth the cause of the false alarm, the corrective action taken and such other information as the sheriff may require to determine the cause of the false alarm and corrective action necessary. (Ord. 13577 § 5, 1999: Ord. 12904 § 3, 1997: Ord. 5655 § 3, 1981).~~

9.20.050 False alarm - Civil penalty. A. Any person or business, through error, omission or

mechanical/electrical failure that causes two or more false alarms in any consecutive six-month period commits ~~a~~an civil infraction punishable by a maximum penalty and default amount of fifty dollars, not including statutory assessments,~~civil penalty~~. ~~The penalty for the second false alarm is seventy-five~~fifty dollars. The penalty and default amount for the third and successive false alarms is ~~one hundred~~seventy-five dollars, not including statutory assessments. Any succeeding false alarms as a result of failure to take the necessary corrective action or any nonpayment of any false alarm charges, or both, may result in the ~~sheriff~~ Chief of Police ordering the disconnection of the alarm until either the corrective action is taken or any outstanding charges are paid, or both, or ordering no response to future alarms. However, a disconnection may not be ordered as to any premises required by law to have an alarm system in operation.

B. Any alarm system business or monitoring company, through error, omission or mechanical/electrical failure, that violates ~~K.C.C.~~Shoreline Municipal Code ~~12.32~~9.20.030 commits ~~a~~an civil infraction punishable by a civil penalty~~.~~ and deault amount of ~~The penalty shall be~~ one hundred dollars, not including statutory assessments.. ~~(Ord. 13577 § 6, 1999: Ord. 12904 § 4, 1997: Ord. 5655 § 4, 1981: Ord. 5164 § 2, 1980: Ord. 1952 (part), 1974).~~

9.20.055 No response to excessive false alarms. A. After the third false alarm in a six-month consecutive period, the ~~sheriff~~ Police Chief shall send a notification to the alarm user and the alarm monitoring company, if any, by regular mail, that contains the following information:

1. That the third false alarm has occurred; and

2. That if another false alarm occurs within the six-month period, the ~~sheriff's office~~police will not respond to any subsequent alarm activations without the approval of the ~~sheriff~~ Police Chief or a visual verification.

3. Prior to placing an alarmed premises or a no-response status, a Shoreline Police Officer will contact the owner/user to provide training and/or alarm inspection. The owner/user shall provide written verification that corrective action was taken to prevent further false alarms to the Police Chief within ten working days of the fourth false alarm.

B. 1. After the fourth false alarm within a consecutive sixth-month period, the police may not respond to subsequent alarms without approval of the ~~sheriff~~Police Chief. If police response is suspended, the ~~sheriff~~ Shoreline Police shall send a notification of no-response status to:

a. The sheriff's office communication center;

b. The alarm user, by first class mail; and

c. The alarm user's alarm monitoring company, if any, by first class mail.

2. The notice must include explanation that the approval of the ~~sheriff~~ Police Chief for reinstatement may only by obtained by applying in writing for the reinstatement. The ~~sheriff~~ Police Chief may reinstate the alarm user upon a finding that reasonable effort has been made to correct the false alarms, including documentation from an alarm business, stating that the alarm system is operating properly and that the

alarm user' s agents are properly trained in the alarm system' s operation. The ~~county~~ City and ~~sheriff~~ Police Chief are not responsible for costs incurred by the alarm system user to qualify for reinstatement.

C. The suspension of police response must begin twenty days after the notice of suspension or notice of no-response status was sent by first class mail to the alarm user unless a written request for an appeal hearing has been filed in the required time period under this chapter. ~~(Ord. 13577 § 7, 1999).~~

9.20.060 False alarm - Responsibility - Issuance of notice of violation, filing, ~~collection of civil~~hearing

penalty. The ~~sheriff's office~~Police Department shall issue notice of infraction to a person following a violation of this chapter. The infraction shall be filed with the Shoreline Municipal Court for hearing pursuant to Chapter 7.80 RCW. ~~and heard by The sheriff's office shall notify the King County office of finance of the charges, fees and penalties that are to be collected. The King County office of finance shall collect charges, fees and penalties not properly canceled and discharged. (Ord. 13577 § 8, 1999: Ord. 5655 § 5, 1981: Ord. 5164 § 3, 1980: Ord. 1952 (part), 1974).~~

~~**Right to hearing.** Any person or business cited has a right to a hearing to contest the validity of either the notice of infraction or the amount of the civil penalty or both. The hearing shall be held in the division of the district court~~ where the notice of violation was ~~issued.~~

~~A. Such a person or business shall make a written request for a hearing on a form provided by the sheriff.~~

~~B. A request for a hearing must be filed with the district court within ten days after the date when the citation was issued.~~

~~C. The district court at least ten days after the request for a hearing shall notify the person requesting the hearing, in writing: 1. of the hearing date and time; 2. that if the person or business desires to have the officer responsible for the issuance of the civil infraction, a written request on a document provided by the district court must be returned to the district court no later than ten days before the hearing date; and 3. that in the absence of such a request, the officer's notice of violation must be received in evidence.~~

~~D. A person or business has until ten days after the date of the request for a hearing to cancel the hearing by making payment to the district court in the amount of the civil infraction. If a hearing is canceled more than ten days after its request, then a ten dollar cancellation fee must be paid to the district court in addition to the amount of the civil infraction.~~

~~E. At the hearing, the sheriff's office shall produce any relevant evidence to show that the issuance of the notice of violation was proper.~~

~~F. At the hearing, the person or business having requested the hearing may produce any relevant evidence to show that the issuance of the notice of violation was not proper.~~

~~G. At the conclusion of the hearing, the district court shall determine whether the imposition of the civil penalty was proper and provide both parties with a copy of its~~

~~decision setting forth in writing the reasons for the determination reached. Should the district court determine that the amount of the penalty was not proper, then the court shall determine the proper amount and provide a copy of its decision to the person or business requesting the hearing and the sheriff's office.~~

~~H. If the civil penalty is found proper, then the civil penalty together with court costs and the expenses of the hearing shall be assessed as a civil penalty against the owner of the premises.~~

~~I. If the civil penalty is not found to be proper, then the owner of the premises shall bear no costs.~~

~~J. Nothing in this chapter shall be construed to prevent a court exercising discretion in assessing penalties, costs or arranging time payments if justice so requires. (Ord. 13577 §~~

Section 2. Repeal. SMC section 9.10.360 is repealed in its entirety.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date and Publication. A summary of this Ordinance consisting of the title shall be published in the official newspaper and the Ordinance shall take effect thirty days after publication.

PASSED BY THE CITY COUNCIL ON JUNE____, 2001

_____
Mayor Scott Jepsen

ATTEST:

_____
Sharon Mattioli
City Clerk

APPROVED AS TO FORM:

_____
Ian Sievers
City Attorney

Date of Publication: _____, 2001
Effective Date: _____, 2001