



Skagit County Auditor

\$100.00

9/14/2017 Page

1 of

27

1:47PM

COVER SHEET FOR RECORDING

Return To:

City Of Mount Vernon
Development Services Department
910 Cleveland Ave / P.O. Box 809
Mount Vernon, WA 98273

DOCUMENT TITLE:

City of Mount Vernon Resolution No. 933 and
Development Agreement

GRANTORS:

City of Mount Vernon

GRANTEES:

Hansell Mitzel, LLC

ABBREVIATED LEGAL DESCRIPTION: Lot 2 of Skagit County Short Plat PL03-0689
(AFN200402100118) within a ptn of Sec 09, Twp 34 North, Rge 04 E, WM in Skagit County, WA

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P24350

RESOLUTION NO. 933

A RESOLUTION OF THE CITY OF MOUNT VERNON, WASHINGTON; ACCEPTING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND HANSELL MITZEL A WASHINGTON LIMITED LIABILITY CORPORATION WITH DAN MITZEL AS ITS GOVERNOR TO EXTEND PRELIMINARY PLAT APPROVAL FOR THE SWAN VIEW PRELIMINARY PLAT IDENTIFIED BY THE CITY AS PROJECT LU06-079

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170 (1)); and

WHEREAS, this Development Agreement by and between the City of Mount and the Developer (hereinafter the "Development Agreement"), relates to the development known as Swan View Preliminary Plat, File No. LU06-079; and

WHEREAS, the City Council approved Ordinance 3651 in June of 2015 providing a mechanism for the possible extension of preliminary plat approvals such as the Swan View Preliminary Plat; and

WHEREAS, the Developer has requested approval of a development agreement to extend the timeframe in which the development will have a valid preliminary plat approval consistent with MVMC 16.08.060(C) (2); and

WHEREAS, public notice of City Council's public hearing for consideration of the developer's request to extend preliminary plat approval was published in the Skagit Valley Herald on July 12, 2017; and

WHEREAS, the City held a public hearing regarding the approval of this Development Agreement on July 26, 2017; and

WHEREAS, it is further deemed advisable to record the decisions reached by the Council through the adoption of this resolution;

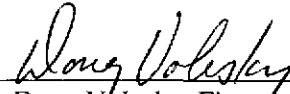
NOW, THEREFORE,

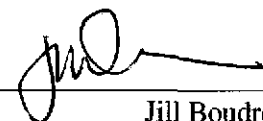
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:

1. The Recitals and General Provisions found within the accompanying Development Agreement are hereby adopted by reference as if they were fully set forth herein; and,
2. That the City of Mount Vernon will accept the accompanying Development Agreement and its associated exhibits labeled as A through D.

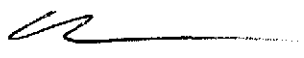
ADOPTED by the City Council of the City of Mount Vernon, Washington, and **APPROVED** by its Mayor, following a public hearing on the 26th day of July, 2017.

SIGNED IN AUTHENTICATION this ____ day of July, 2017.


Doug Volesky, Finance Director


Jill Boudreau, Mayor

Approved as to form:


Kevin Rogerson, City Attorney

Upon Recording Please Return To:
City of Mount Vernon
PO Box 809
910 Cleveland Avenue
Mount Vernon, WA 98273

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MOUNT VERNON
AND HANSELL MITZELL, LLC TO EXTEND THE PRELIMINARY PLAT
VALIDITY TIMEFRAME FOR THE SWAN VIEW PRELIMINARY PLAT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of July, 2017, by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Hansell Mitzel a Washington Limited Liability Corporation with Dan Mitzel as Governor and is organized under the laws of the State of Washington hereinafter the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170 (1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest a development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170 (3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1)); and

WHEREAS, development agreements can establish mitigation measures, development conditions, phasing, and other appropriate development requirements or procedures (RCW 36.70B.170 (3) (c), (g), (h), (j)); and

WHEREAS, this Development Agreement by and between the City of Mount Vernon and the Developer (hereinafter the "Development Agreement"), relates to the development known as Swan View Preliminary Plat, File No. LU06-079; and

WHEREAS, the Swan View Preliminary Plat development is located on the west side of Francis Road at its intersection with Swan Road within a portion of the NW ¼ of Section 9, Township 34N, Range 04 E, W.M. The Skagit County Assessor identifies the site with the following parcel number: P24350 (hereinafter referred to as the "Property", "Site", or "Subject Site"); and

WHEREAS, the Swan View development received preliminary plat approval on April 26, 2007 with City Resolution 736. Per RCW 58.17.140(3)(a) this preliminary plat expired on April 26, 2017. The development is proposed to consist of 44 single family residential lots being created over the approximate 13- acre site, and

WHEREAS, the City Council approved Ordinance 3651 in June of 2015 providing a mechanism for the possible extension of preliminary plat approvals such as the Swan View Preliminary Plat; and

WHEREAS, the Developer has requested approval of a development agreement to extend the timeframe in which the development will have a valid preliminary plat approval consistent with MVMC 16.08.060(C) (2); and

NOW, THEREFORE, the parties hereto agree as follows:

GENERAL PROVISIONS

Section 1. *The Development.* The development named Swan View received preliminary plat approval on April 26, 2007 with City Resolution 736. This development consists of 44 single-family residential lots being created over the approximate 13-acre site. Per RCW 58.17.140(3)(a) this preliminary plat expired on April 26, 2017.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- A. "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.
- B. "Council" means the duly elected legislative body governing the City of Mount Vernon.
- C. "Director" means the City's Development Services Director or Public Works Director.
- D. "Effective Date" means the effective date of the Adopting Resolution.

- E. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Mount Vernon in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.
- F. "Landowner" means the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.
- G. "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A – Legal description of the Subject Property.

Exhibit B – Map showing the proposed Swan View Preliminary Plat

Exhibit C – Resolution 736

Exhibit D – Comments from Steve Riggs, the City's Fire Marshal and an attached memo from Ana Chesterfield dated June 22, 2017

Section 5. Parties to Development Agreement. The parties to this Agreement are:

- A. The "City" is the City of Mount Vernon, PO Box 809, 910 Cleveland Avenue, Mount Vernon, WA 98273.
- B. The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office that has an address of P.O. Box 2523, Mount Vernon, WA 98273, (360) 404-2090.
- C. The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.
- D. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force as outlined within Section 10; or unless terminated as provided herein. Following termination or expiration, this Agreement shall have no force and effect.

Section 7. Preliminary Plat Timeline Extension.

- A. **Preliminary Plat Time Limitations.** RCW 58.17.140(3)(a) states, "Except as provided by (b) of this subsection, a final plat meeting all requirements of this chapter shall be submitted to the legislative body of the city, town, or county for approval within seven years of the date of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014..". The development received preliminary plat approval on April 26, 2007 which means the subject preliminary plat approval expired on April 26, 2017.
- B. **2015 MVMC Amendment Related to Preliminary Plat Timeframes.** In June of 2015, the Mount Vernon City Council approved amendments to Mount Vernon Municipal Code (MVMC) 16.08.060(C)(2) providing a way that preliminary plat approvals can be extended for three-years "upon a showing that they have attempted in good faith to submit the final plat within the required period..." In granting an extension the Council can require that a development comply with any of the development regulations in effect at the time the extension is requested should these regulations be different than the ones the development is vested to".
- C. **Considerations for Preliminary Plat Extension.** The City has determined, with the approval of this Development Agreement, that the development regulations that the development is currently subject to shall be amended, as follows:
1. The preliminary plat shall be amended such that the requirements outlined within the accompanying **Exhibit D** from Steve Riggs, the City's Fire Marshall and from Ana Chesterfield's June 22, 2017 memo are complied with. This means that revised reports and/or plans will need to be submitted to the City for review and approval prior to construction related permits being granted by the City.
 2. A revised Critical Area Study shall be submitted with the new wetland delineation using the 1987 Federal Wetland Delineation Manual and Regional Supplements. If the boundary of the on-site wetland has changed the new boundary shall be identified on revised construction documents and on the preliminary plat map. The stream shall be surveyed and its new location (if applicable) shall be identified on the preliminary short plat map.
 3. Additional permit fees shall be paid by the Developer as follows:
 - a. \$75.00/hour for Engineering, Planning, Fire and Building staff time to review and approve updates/changes to the development plus \$150.00 per lot for the new construction drawing review
 - b. Fees for Fill & Grade Permit
 - c. All other fees contained within the City's fee schedule adopted within MVMC Chapter 14.15
 - d. The developer shall pay all fees associated with having this Development Agreement recorded with the Skagit County Auditor
- D. **Newly Authorized Preliminary Plat Expiration Date.** The City Council with the approval of **Resolution 933** concurs with the staff findings outlined above in subsection (C) and is extending the preliminary plat validity timeline **from** April 26, 2017 **to** April 26, 2020.
- E. **All Other Requirements Not Modified.** This development agreement does not change or alter any other approval that the development is subject to; including, but not limited to: the conditions of Resolution 736 or the mitigation measures imposed through the SEPA process with the exception of amendments necessary to comply with the modified development regulations outlined within subsection 7(C).

Section 8. Default.

- A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.
- B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Mount Vernon Municipal Code for violations of this Development Agreement and the Code.

Section 9. Termination. This Agreement shall expire and/or terminate and be of no further force at such time as the Swan View final plat is approved by City Council and recorded with the Skagit County Auditor or **April 26, 2020** whichever comes first.

Section 10. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 11. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests, and delegate its duties therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 12. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 13. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Community & Economic Development Director and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 14. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Skagit County Superior Court or the U.S. District Court for Western Washington.

Section 15. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

SIGNED AND APPROVED this 11th day of September, 2017

OWNER/DEVELOPER:

Hansell Mittel, LLC

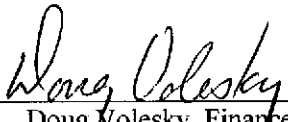


Dan Mittel, ~~Governor~~ *Managing Member*

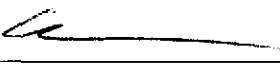
CITY OF MOUNT VERNON:

By 
Jill Boudreau, Mayor

Attest:


Doug Volesky, Finance Director

Approved as to form:


Kevin Rogerson, City Attorney

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

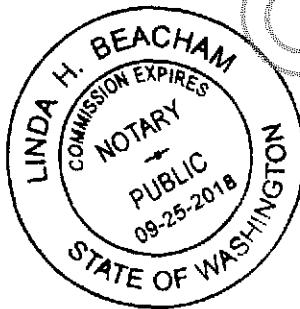
I certify that I know or have satisfactory evidence that **Dan Mitzel** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ~~Governor~~ **Manager of Hansell Mitzel, LLC**, to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Managing Member

Given under my hand and official seal this 11th day of ~~July~~, 2017.

September

(SEAL)



Linda H. Beacham

Notary Public

Residing at *Mount Vernon*

My appointment expires *9-25-2018*

EXHIBIT A

Legal Description of Property

Lot 2 of Skagit County Short Plat PL03-0689 (AFN200402100118) within Section 09, Township 34 North, Range 04 EWM in Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Containing 12.96 acres

EXHIBIT B

Maps showing the proposed Swan View Preliminary Plat
(for illustrative purposes only)

EXHIBIT C
Resolution 736

RESOLUTION NO. 736

A RESOLUTION PERTAINING TO SUBDIVISION CONTROL AND ACCEPTING THE PRELIMINARY PLAT OF SWAN VIEW PURSUANT TO CHAPTER 16.08 OF THE MOUNT VERNON MUNICIPAL CODE.

WHEREAS, an application for approval of a Preliminary Plat of a proposed 44-lot subdivision has been made pursuant to Chapter 16.08 of the Mount Vernon Municipal Code by the owner of the real property described in Exhibit "1" which comprises approximately 12.96 acres in Mount Vernon, Washington; and

WHEREAS, notices of the time, location and purpose of a public hearing for the purpose of giving approval, conditional approval or disapproval of the Preliminary Plat were sent pursuant to Chapter 16.08; and

WHEREAS, pursuant to Chapter 16.08 of the Mount Vernon Municipal Code, a public hearing was conducted before the Mount Vernon Hearing Examiner on February 22, 2007; and

WHEREAS, a Preliminary Plat map, Exhibit "1A", has been reviewed and approved by the Hearing Examiner; and

WHEREAS, the City of Mount Vernon issued a Mitigated Determination of Non-Significance (MDNS) January 31, 2007; and

WHEREAS, the Hearing Examiner recommends, based on Findings of Fact, Conclusions of Law and Recommendations listed in File No. LU 06-079, Preliminary Plat approval with conditions and restrictions listed in Exhibit "2".

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON AS FOLLOWS:

That said Preliminary Plat known and described as **SWAN VIEW** has been presented for acceptance, approval and filing and is hereby accepted, approved and ordered filed subject to the restrictions and conditions listed in Exhibit "2", attached hereto and made a part hereof by reference as though fully set forth herein. The real property comprising such plat is hereby described in Exhibit "1", attached hereto and made a part hereof by reference as though fully set forth.

Dated this 26th day of April, 2006:


Bud Norris, Mayor

Attest:


Alicia D. Huschka, Finance Director

Approved as to form:


Kevin Rogerson, City Attorney

EXHIBIT "1":

Lot 2 of Skagit County Short Plat PL03-0689 (AFN200402100118) within Section 09, Township 34 North, Range 04 EWM in Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Containing 12.96 acres

EXHIBIT "1A"

**SWAN VIEW
PRELIMINARY PLAT MAP
(Attached)**

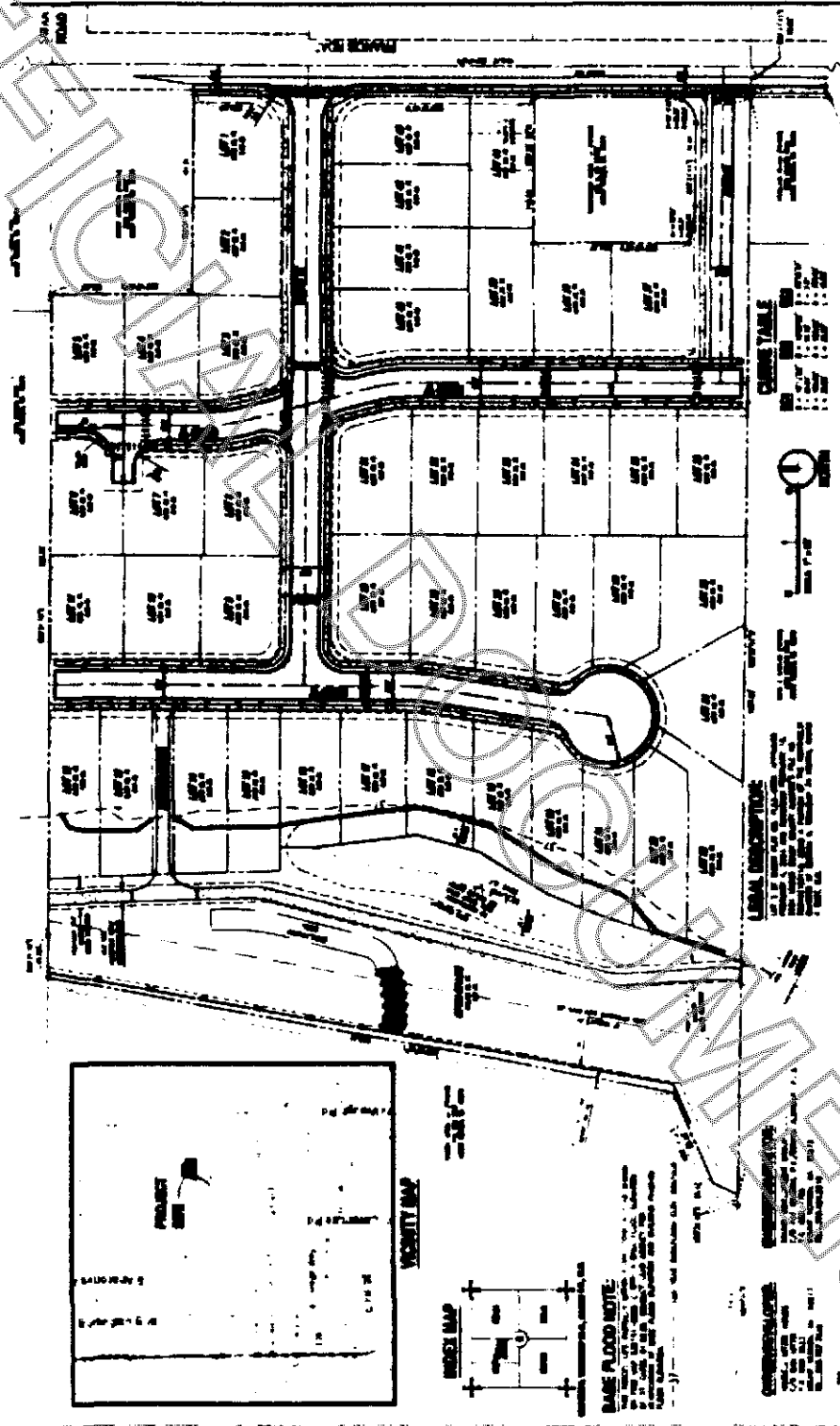


EXHIBIT "2":

**CONDITIONS OF APPROVAL
SWAN VIEW PRELIMINARY PLAT**

1.
 - A. The SEPA mitigation measures attached to the Mitigated Determination on Non-Significance (MDNS) issued January 31, 2007 shall be conditions of approval for preliminary and final plat approval:
 1. A truck route plan, indicating times of day and days of the week shall be submitted for review and approval by the City Engineer. Peak traffic hours during the A.M. ($\pm 7:00 - 9:00$) and P.M. ($\pm 4:00 - 6:00$) are to be avoided.
 2. A temporary storm drainage plan shall be approved by the City prior to commencing the land clearing process.
 3. A detailed erosion control plan is required. Specific emphasis shall be placed on the construction entrance and the protection of existing streets, drainage structures and adjacent properties.
 4. All stormwater release points shall be reviewed by a geotechnical engineer to ensure stability of stream and stream banks.
 5. Wetland and stream buffer boundaries must be flagged in the field and inspected by the City prior to construction activities. The flagged delineations must be maintained for the duration of the clearing and construction activities.
 6. No vegetation removal or clearing is allowed within the wetland and stream buffers, to be determined at the conclusion of project review, unless justified by a professional arborist, or other professional acceptable to the City of Mount Vernon, and under the arborist's supervision.
 7. Buffer enhancement and additional landscaping with native vegetation is required to compensate for any loss of wetland/stream buffers and their functions:
 - a. Buffer enhancement/re-vegetation requires an 80% survival rate for each category of planting to be achieved for a period of two (2) years, utilizing native vegetation. Bonding for the cost of the replacement of any lost vegetation during the five-year monitoring period is required.
 - b. Bonding at one hundred fifty (150) percent of the cost of uncompleted work is an acceptable alternative to completion where a contract to complete the work is in force. Bonding shall be in effect for a maximum of two (2) years.
 - c. Monitoring shall occur during and after construction (during the wet season, planting period and every spring and late summer thereafter) for a period of five (5) years by a qualified professional/biologist. A written report shall be submitted to the City of Mount Vernon the 1st, 2nd, 3rd and 5th years following the late-summer monitoring. Bonding for the cost of monitoring is required.
 8. A split rail fence shall be installed along all wetland/stream buffer boundaries and, in a prominent location, a wetland/stream identification sign shall be placed every 150 feet or every platted lot, as applicable. Any proposed alternative to the split rail fence requirement shall be approved by the Community & Economic Development Director.

9. Best Management Practices (BMPs) shall be employed. Mitigation and conservation measures, identified in the supporting environmental documents not specifically referenced herein, shall be implemented.
10. A copy of all permits required by agencies other than the City of Mount Vernon shall be submitted to the City prior to construction.
11. The development shall include a 12' (min.) wide paved access road from Road "C" to the sewer maintenance road located along the west side of the development. A paved turnaround area shall be provided within sewer easement.
12. An all weather maintenance road shall be provided over the sewer route from the south boundary to the north boundary of the plat.
13. Surface runoff from the access road shall be collected and directed to the onsite drainage system prior to crossing the sewer maintenance road.
- B. Conditions stipulated in the memorandum from Dennis Carlson (attached as Exhibit 22 to the staff report to the Hearing Examiner), Engineering Services Manager, shall be conditions of preliminary and final plat approval.
- C. A Floodplain Development Permit shall be required for all filling and grading activities within the regulatory floodplain/floodway. No development that is not within the scope of the October 2005 Hydraulic Analysis (Exhibit 15) is permitted unless an updated/amended Hydraulic Analysis is submitted for review and approval.
- D. No residential structures may be located waterward of the 37-foot elevation.
- E. Following sanitary sewer line construction the affected shoreline area shall be re-graded, re-planted with natural vegetation and maintained until vegetation is re-established.
- F. No construction may begin until 1) the applicant has submitted copies of any and all required state and federal permits for work in wetlands to the City, and 2) all Protected Critical Area easements shown on the face of the plat [Skagit County Short Plat No. PL03-0689] are extinguished by the Mount Vernon City Council.
- G. A homeowner's association that shall be created for the Swan View Plat and shall be responsible for the maintenance of all plat amenities that are not located in public right-of-way such as, but not limited to, any landscaping strips between the curb and the sidewalk, sidewalks, street lights, as well as all protected critical area buffers.
- H. Codes, Covenants & Restrictions (CC&Rs) for the Swan View development shall be submitted to the Community & Economic Development Department for review and approval prior to final plat approval. The CC&Rs shall contain adequate provisions so that the items described in item G above are maintained. The City-approved CC&Rs shall be recorded with, and cross-referenced on, the face of the final plat.
2. Conditions stipulated in the memorandum from Dennis Carlson (attached as Exhibit 22 to the staff report to the Hearing Examiner), Engineering Services Manager, shall be conditions of preliminary and final plat approval:

Streets:

Francis Road (west side):

1. Provide a widened roadway section of 20' from centerline to the west face of curb along the projects frontage.
2. Provide a 6' wide concrete sidewalk, abutting the back of the curb.
3. Only Lot 44 shall be permitted to access from the plat to Francis Road.
4. All driveways shall be ADA compliant.

Road "A":

Road "A" shall be constructed as a "Type 2" City street.

1. Curb return radii at the Francis Road intersection shall be 30'.
2. Curb return radii at roads "B" and "C" intersections shall be 25'.
3. Road "A" shall be graded to provide gradient of 2% or less for a distance of 50' from the edge of Francis road.
4. Roadway grades over 10% require approval of the Fire Marshall.
5. Provide a stop sign, stop bar and crosswalk shall be provided at the Francis Road intersection.

Road "B":

Road "B" shall be constructed as a "Type 2" City street. This roadway need not be constructed to the plat boundary because offsite wetlands to the north may preclude its future extension.

1. Curb return radii at road "A" intersections shall be 25'.
2. The roadway must be constructed completely across the frontage of Lots 4 & 7. This results in a roadway in excess of 150' and may require a turnaround satisfactory to the Fire Marshal and Solid Waste Dept.
3. Stub-end roads, if permitted, shall provide a sidewalk and driveway ramp crossing the end of the street.

Road "C":

Road "C" shall be constructed as a "Type 2" City street.

1. Curb return radii at road "A" intersections shall be 25'.
2. The roadway must be constructed to the north plat boundary due to the probability of its future extension to serve the property to the north. This results in a roadway in excess of 150' and may require a temporary turnaround satisfactory to the Fire Marshal and Solid Waste Dept.
3. Stub-end roads, if permitted, shall provide a sidewalk and driveway ramp crossing the end of the street.

Road "D":

Road "D" shall be constructed as a "Type 2" City street. The roadway must be constructed to the south plat boundary due to the probability of its future extension to serve the property to the south.

1. Curb return radii at road "A" intersections shall be 25'.
2. The roadway must be constructed completely across the frontage of Lot 36.
3. Relocate the driveway to Lot 36 to the south side of the lot.
4. The entry to alley "E" shall be a standard ADA compliant driveway type entrance.
5. Provide an ADA street crossing approximately in line with the sidewalk on the north side of the alley.

Alley "E":

Alley "E" shall be constructed as a public alley in conformance with current City codes and standards.

1. The alley shall have a 20' wide paved surface with gravel shoulders and ADA compliant driveway access ramps at each end.
2. Surface drainage from the alley shall be collected prior to crossing the sidewalk on Road "D".

3. Alley "E" shall include a 5' concrete sidewalk in the R/W on the north side of the alley.
4. The development shall include a 12' (min.) wide paved access road from Road "C" to the sewer maintenance road located along the west side of the development. A paved turnaround area shall be provided within sewer easement.
5. An all weather maintenance road shall be provided over the sewer route from the south boundary to the north boundary of the plat.
6. Surface runoff from the access road shall be collected and directed to the onsite drainage system prior to crossing the sewer maintenance road.

Concurrency:

A trip generation report prepared by a "traffic engineer" has been submitted detailing the impacts of the project. The conclusion that the project will not need to mitigate any offsite intersection impacts is also accepted. This project will be required to complete Francis Road (west side) street frontage improvements from its southerly boundary to the location of existing completed frontage improvements.

Storm Sewer Service:

This project will be required to comply with City of Mount Vernon codes and standards.

1. A surface water runoff collector "perimeter drain" shall be installed along the sites north and south, adjacent to Parcels P24354 and P24353.
2. The common north-south lines between lots shall be provided surface water drainage protection.
3. The lots west of Road "C" may drain directly to the west as long as provisions are made to under cross the sewer maintenance road.
4. Drainage from Lots 16 through 21 must direct their surface, roof and footing drains to the adjacent wetland.
5. Provisions for storm drainage collection shall be included in the Francis Road "offsite" frontage improvements. Discharge to natural drainage features offsite will be considered in developable areas.

Sanitary Sewer:

City of Mount Vernon sanitary sewer does not presently serve this site. The developer must extend sewer mains to and throughout the site. CMVES standards also require providing sewer service provisions to the "extent" of the property and this project will be required to comply with this stipulation.

1. The civil drawings for this project shall include the construction drawings for the extension of public sewer from the "North Hill Pump Station" to the south boundary of the site.
2. Critical areas affected by the sewer extension shall be shown on the plans.
3. Provide a cross section at each manhole along the sewer extension route from North Hill to the north boundary of the site. (existing and proposed)
4. Revise the route of the sewer main extension to allow the water quality swale to be located on the east side of the maintenance road.
5. Extend the sewer main in Road "C" to the north boundary of the site.
6. The manhole at the south end of Road "C" must be in a sewer or utility easement.
7. Extend the sewer main in Road "B" to the north line of Lots 4 & 7.
8. Provide a sewer service lateral along one of the sides of Lot 4 for future use to the east.
9. Extend the sewer main in Road "D" to the south boundary of the site.

10. Provide sewer service laterals for the Thunderbird property and Lot 44 in an easement along the common lot line between Lots 38 & 39.
11. Provide a sewer main extension along the south side of Alley "E" to the east boundary of the site.
12. The sewer main in Francis Road need not extend past the north line of Lot 1.

Water Service:

The Skagit County Public Utility District (PUD) #1 currently serves the area proposed for development. The developer shall provide PUD #1 approved plans for any water main or service improvements. The City of Mount Vernon Fire Marshal shall be consulted about the location of fire hydrants.

Miscellaneous:

1. Civil plans showing all existing and proposed features of the site will be required.
2. The location of utility connections will be required.
3. A detailed erosion control plan is required with specific emphasis placed on the construction entrance and protection of existing streets and drainage structures.

EXHIBIT D:

A. Conditions from Steve Riggs, the City's Fire Marshall:

The plat shall be required to meet current fire department standards; including but not limited to:

1. Fire hydrant location, type and size.
2. Approved fire department access including the two north extension roads that are over 150 feet long.
3. Lots 5, 6, 11, 12, and 13 will be required to have an approved NFPA 13D sprinkler system installed or an approved turnaround.
4. New structures on lots accessed by roads with slopes 10% or greater shall have automatic sprinkler systems installed.

B. Memo from Ana Chesterfield dated June 22, 2017 - attached

June 22, 2017

Kirsten Hawney, Planning Coordinator

RE: PL17-059 Swan View 3-year Plat Extension

Dear Kirsten,

We have received and reviewed the items submitted to development services on 5/24/17 regarding the subject line site.

The following summarize the comments that engineering has for this submittal:

ADDITIONS TO RESOLUTION 736 PER LU06-079:

1. Engineering/Civil plan review fees will be required.
2. A channelization/signage plan is required for review.
3. A street light plan will be required.
4. An electrical/telecom plan is required. Note that fiber optic installation is required.
5. Compliance with current city engineering standards is required.
6. Proof of a current NPDES permit acquired from the Department of Ecology is required prior to F&G approval.
7. **Revision to condition 1-A-11:** The development shall include a **15 foot (min.)** wide paved access road from Road "C" to the sewer maintenance road located along the west side of the development. A paved turnaround area shall be provided within the sewer easement.
8. **Revision to condition 1-A-12:** An all weather maintenance road shall be provided over the sewer route from the south boundary to the north boundary of the plat, **to be reviewed and approved by the city.**
9. **Revision to condition 1-A-13:** Surface runoff from the access road shall be collected and directed to the onsite drainage system prior to crossing the sewer maintenance road; **to be reviewed and approved by the city.**

10. Provide a SWPPP for review and approval.
11. Developer should note that native backfill is not allowed.
12. **Revision to condition 2-Road A-5:** Provide a stop sign, stop bar and crosswalk shall be provided at the Francis Road intersection, **which will be reviewed and approved by the city.**
13. Walls over 4 feet in height require a structural design and building permit.
14. A new traffic concurrency for the development is required.
15. **Revision to condition 2-Storm Sewer Service-3:** The lots west of Road "C" may drain directly to the west as long as provisions are made to cross under the sewer maintenance road, **which will be reviewed and approved by the city.**
16. **Revision to condition 2-Storm Sewer Service-4:** Drainage from lots 16 through 21 must direct their surface, roof and footing drains to the adjacent wetland, **which will be reviewed and approved by the city.**
17. **Revision to condition 2-Storm Sewer Service-5:** Provisions for storm drainage collection shall be included in the Francis Road offsite frontage improvements. Discharge to natural drainage features offsite will be considered in developed areas, **which will be reviewed and approved by the city.**
18. Provide an updated stormwater report for review and approval. A downstream analysis will be a critical component of the review process..

If you have any questions, comments or clarifications do not hesitate to contact the Community and Economic Development Department at (360) 336-6214 or via email at anac@mountvernonwa.gov.

Sincerely,
CITY OF MOUNT VERNON

Alan Danforth
Civil Review Consultant

On behalf of:
Ana Chesterfield

Development Service Engineering Manager