

**DATE:** July 26, 2017

**TO:** Mayor Boudreau and City Council

**FROM:** Rebecca Lowell, Senior Planner

**SUBJECT:** PRELIMINARY PLAT APPROVAL 3-YEAR EXTENSION REQUEST, LAND USE NO. PL17-053  
PINNACLE ESTATES

**RECOMMENDED ACTION:**

Staff recommends that Council make a motion to authorize the Mayor to sign the accompanying Resolution regarding the Pinnacle Estates preliminary plat three (3) year extension.

**INTRODUCTION/BACKGROUND:**

The Pinnacle Estates preliminary plat was approved by City Council with Resolution 820 on August 25, 2010. Please recall that the State Legislature amended the RCWs pertaining to preliminary plat expiration a number of times. The net effect of all of these actions is an expiration date of August 25, 2017 for this preliminary plat.

This preliminary plat was approved for 11 single-family residential lots on an approximate 3-acre site. This property has a Comprehensive Plan designation of Single-Family Medium Density (SF-MED) and is zoned R-1, 4.0. There is a single-family residential building and barn on the site. A wetland also exists near the northwest corner. The site is located on north of Francis Road, south of its intersection with North 30<sup>th</sup> Street; and is shown on the vicinity map below.

**VICINITY MAP**



**FINDINGS/CONCLUSIONS:**

In June of 2015, City Council approved Ordinance 3651 that provides a way for preliminary Short Plat approvals to be extended for either one or three years – with conditions. The part of Ordinance 3651 that allows Swanson Short Plat to request a three-year preliminary short plat extension reads as follows:

*MVMC 16.08.060(C)(2):*

*C. If the developer fails to receive final approval within the timeframes outlined with the above listed subsections A or B the preliminary plat approval shall expire unless one of the following requests are submitted to the CEDD and approved by the City Council through a Type V process.*

*2. An applicant who files a written request to the office of the Community & Economic Development Department may be granted up to a three-year extension for preliminary plat approvals granted on or before December 31, 2010. There shall be allowed only one three year extension; and this extension shall not be combined with the one year extension allowed within sub-section (1), above. In granting this extension a development agreement consistent with the requirements of RCW 36.70B.170 shall be prepared and approved by the City Council. In granting this 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.*

**RECOMMENDATION:**

Council move to authorize the Mayor to sign the accompanying Resolution that will extend the preliminary plat approval expiration period for three (3) years (i.e., from August 25, 2017 to August 25, 2020) for the Pinnacle Estates Preliminary Plat.

**ATTACHED:**

- Proposed Resolution for Council Consideration
- Proposed Development Agreement
  - Exhibit A: Legal Description of the overall property
  - Exhibit B: Pinnacle Estates Preliminary Plat Maps
  - Exhibit C: Resolution 820
  - Exhibit D: Memo from Ana Chesterfield dated June 5, 2017 and Email from Steve Riggs dated May 31, 2017

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF MOUNT VERNON, WASHINGTON; ACCEPTING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND TRANSWORLD INVESTMENT GROUP A WASHINGTON LIMITED LIABILITY CORPORATION WITH DEOL MANJINDER AS ITS GOVERNOR TO EXTEND PRELIMINARY PLAT APPROVAL FOR THE PINNACLE ESTATES PRELIMINARY PLAT IDENTIFIED BY THE CITY AS PROJECT LU09-040**

**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 Pinnacle Estates Preliminary Plat, File No. LU09-040; 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 Pinnacle Estates 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 26<sup>th</sup> 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 TRANSWORLD INVESTMENT GROUP, LLC TO EXTEND THE PRELIMINARY PLAT  
VALIDITY TIMEFRAME FOR THE PINNACLE ESTATES 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 Transworld Investment Group a Washington Limited Liability Corporation with Deol Manjinder 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 Pinnacle Estates Preliminary Plat, File No. LU09-040; and

WHEREAS, the Pinnacle Estates Preliminary Plat development is located on the north side of Francis Road south of its intersection with 30<sup>th</sup> Street within a portion of the NE ¼ of the SW ¼ of Section 9, Township 34N, Range 04 E, W.M. The Skagit County Assessor identifies the site with the following parcel number: P24358 (hereinafter referred to as the “Property”); and

WHEREAS, the Pinnacle Estates development received preliminary plat approval on August 25, 2010 with City Resolution 820. Per RCW 58.17.140(3)(a) this preliminary plat is set to expire on August 25, 2017. The development is proposed to consist of 11 single family residential lots being created over the approximate 2.93 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 Pinnacle Estates 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 Pinnacle Estates received preliminary plat approval on August 25, 2010 with City Resolution 820. This development consists of 11 single-family residential lots being created over the approximate 2.93-acre site. Per RCW 58.17.140(3)(a) this preliminary plat is set to expire on August 25, 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 Pinnacle Estates Preliminary Plat

**Exhibit C** – Resolution 820

**Exhibit D** – Memo from Ana Chesterfield dated June 5, 2017 and Email from Steve Riggs dated May 31, 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 is located at 2849 Francis Road, Mount Vernon, WA 98273, (860) 661-7414.
- 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 August 25, 2010 which means the subject preliminary plat approval is set to expire on August 25, 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 Ana Chesterfield’s June 5, 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. The preliminary plat shall be amended such that the requirements outlined within Steve Riggs’ May 31, 2017 email 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.
  3. A revised Critical Area Study shall be submitted with the new 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.
  4. 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 (to be filled in)** concurs with the staff findings outlined above in subsection (C) and is extending the preliminary plat validity timeline **from** August 25, 2017 **to** August 25, 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 820 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 Pinnacle Estates final plat is approved by City Council and recorded with the Skagit County Auditor or **August 25, 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 \_\_\_\_ day of \_\_\_\_\_, 2017

**OWNER/DEVELOPER:**  
Transworld Investment Group, LLC

\_\_\_\_\_  
Deol Manjinder, Governor

**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 **Deol Manjinder** 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 of Transworld Investment Group, LLC**, to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of July, 2017.

(SEAL)

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Property**

**(TO BE INSERTED)**

**EXHIBIT B**

Maps showing the proposed Pinnacle Estates Preliminary Plat  
(for illustrative purposes only)



**EXHIBIT C**  
Resolution 820

**RESOLUTION NO. 820**

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

**WHEREAS**, an application for approval of a Preliminary Plat of a proposed 11-lot subdivision has been made pursuant to Chapters 16.08 Mount Vernon Municipal Code (MVMC) by the owner of the real property described in Exhibit 'A', which comprises approximately 2.93 acres in Mount Vernon, Washington; and

**WHEREAS**, the City utilized the State Attorney General Advisory Memorandum: "Avoiding Unconstitutional Takings of Private Property" for evaluating constitutional issues, in conjunction with and to inform its review of the Resolution. The City has utilized the process, a process protected under Attorney-Client privilege pursuant to law including RCW 36.70A.370(4), with the City Attorney's Office which has reviewed the Advisory Memorandum, has discussed this Memorandum, including the "warning signals" identified in the Memorandum, with decision-makers, and conducted an evaluation of all constitutional provisions potentially at issue and advised of the genuine legal risks, if any, with the adoption of this Resolution to assure that the proposed regulatory or administrative actions did not result in an unconstitutional taking of private property, consistent with RCW 36.70A.370(2).

**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 Short Plat were sent pursuant to Chapter 14.05; 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 July 15, 2010; and

**WHEREAS**, a Preliminary Plat map, Exhibit 'B', has been reviewed by the Hearing Examiner; and

**WHEREAS**, the City of Mount Vernon issued a Mitigated Determination of Non-Significance (MDNS) on June 8, 2010; and

**WHEREAS**, the Hearing Examiner recommends, based on Findings of Fact, Conclusions of Law and Recommendations listed within his recommendation, Preliminary Plat approval with conditions listed in the accompanying Exhibit 'C'.

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

That said Plat known and described as **PINNACLE ESTATES** has been presented, as shown on the plat plan included as Exhibit 'B', attached hereto and made a part hereof by reference as though fully set forth, for acceptance, approval, and filing and is hereby accepted, approved, and ordered filed subject to the Hearing Examiner findings, conclusions, and recommendation, set

forth therein attached hereto and made a part hereof by reference as Exhibit 'C'. The real property comprising such plat is hereby described in Exhibit 'A', attached hereto and made a part hereof by reference as though fully set forth.

Dated this 25<sup>th</sup> day of August, 2010:

  
\_\_\_\_\_  
Bud Norris, Mayor

Attest:

  
\_\_\_\_\_  
Alicia D. Huschka, Finance Director

Approved as to form:

  
\_\_\_\_\_  
Kevin Rogerson, City Attorney

## **EXHIBIT A**

### **Legal Description**

#### **Parcel 24358**

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 34 North, Range 4 East, W.M., lying Northerly of the Mount Vernon-Clear Lake Road.

**EXCEPT** those portions conveyed to the City of Mount Vernon by documents recorded under Auditor's File Nos. 8609250010 and 200009060030.

**TOGETHER WITH** a non-exclusive easement for the trenchless construction, maintenance, repair and replacement of a storm water drainage pipeline across the Northwesterly 15 feet of Lot 6, Plat of North Hill PUD as recorded under Auditor's File No. 200505050094; as conveyed on March 27, 2009 under Auditor's File No. 200903270072



## EXHIBIT C

### CONDITIONS OF APPROVAL

1. Conditions, Covenants, and Restrictions (CC&R) shall be recorded, following review and approval by the Community and Economic Development Department, as part of the Final Plat.
2. A Homeowners' Association (HOA) shall be incorporated; the formation, administration, and responsibilities of which shall be outlined in the Conditions, Covenants, & Restrictions. The HOA shall be responsible for maintenance of all common areas of the subdivision, including the private road, stormwater utility access easement, and Native Growth Protection Area tract.
3. The public, Type 2 street shall be constructed with a 28-foot wide paved area, curbs, gutters, and a 4-foot wide landscape strip within a 37-foot wide public right-of-way. The 5-foot wide sidewalk abutting the landscape strip shall be in an easement across the front of each lot. Front building setbacks shall be measured from the back of the sidewalk (not the front property line). The minimum construction standard for this street shall be 4-inches of asphalt over 2-inches CSTC, over 12-inches gravel borrow, over filter fabric.
4. The following note shall be placed on the face of the plat prior to recording:

*The City of Mount Vernon has no responsibility to improve or maintain private streets contained within or, providing access to the property described in this document. Any private street shall remain a private street unless it is upgraded to public street standards at the expense of the developer or adjoining lot owners. No private street will be accepted as a City street until such time that it meets current City standards to the satisfaction of the City Engineer and Fire Chief.*

5. There shall be no direct vehicular access to individual lots from Francis Road. The existing curb cut to the property from Francis Road shall be eliminated and sidewalk panels replaced as necessary. This work shall be completed prior to recording the final plat.

**EXHIBIT D:**

Memo from Ana Chesterfield dated June 5, 2017; and,  
Email from Steve Riggs dated May 31, 2017



**Date:** June 5, 2017  
**To:** Rebecca Lowell, Senior Planner  
**From:** Ana Chesterfield, Development Services Engineering Manager  
**Subject:** PL17-053 - Pinnacle Estates 3-Year Plat Extension

A handwritten signature in blue ink, appearing to be "A.C.", located to the right of the "From:" field.

**Stormwater Flow Control/Quality:**

- A. The project is required to meet stormwater quality and quantity in compliance with the City of Mount Vernon Municipal Code 13.33 and 2005 Department of Ecology Stormwater Manual.
- B. The stormwater system for the project is proposing to outfall into what appears to be a private drainage swale. Furthermore, the project is responsible to verify and provide to the City information on the current conditions and sizing of this swale. The project is also responsible to acquire the necessary easements in order to make use of the existing stormwater system.
- C. The project requires an updated stormwater report including a new downstream analysis, basin map(s) and conveyance system capacity prepared by a licensed civil engineer.
- D. The applicant should also note the use of flow charts for new-develop and re-development projects should be included in this report.
- E. A Construction General Stormwater permit from Department of Ecology is required for the project. Provide WAR #. Provide SWPPP for review.
- F. A soils report from a Geotechnical Engineer is required. This report shall address at the very minimum, the suitability of the current soils onsite and recommendations for the design and construction of the proposed private road.
- G. An operation and maintenance manual is required before final project closure. The O&M shall lay out scheduled maintenance of stormwater facilities.
- H. A maintenance agreement shall be provided to the City addressing the joint maintenance responsibilities of any stormwater facilities shared with North Hill Subdivision to the west.

**Traffic/Roads:**

- I. A new traffic analysis is required for the project.
- J. Ramps and driveways shall comply with ADA standards.
- K. Driveway locations for each lot will be reviewed and approved with Civil Plans
- L. A soils report from a Geotechnical Engineer is required. This report shall address at the very minimum, the suitability of the current soils on-site and recommendations for the design and construction of the proposed private road.

Design and construction of public roads might be modified depending on the findings of this report.

**Other Comments:**

- M. Compliance with City of Mount Vernon current Engineering Standard is required.
- N. Provide a haul route for review and approval
- O. Show existing and proposed utility easements on the civil plans
- P. Please ensure the project is using the most current WSDOT Standard Plans for driveways and ramps detail
- Q. Street lighting is required. Provide plans from PSE Intolight for review and approval
- R. The development is required to comply with the installation of telecommunications conduit. These will be reviewed by the City and approved with the Civil Plans.
- S. Minimum 26-foot access to fire hydrants is required unless otherwise approved by the Fire Department.
- T. "No Parking" signs and/or striping are required for private roads/fire lanes.
- U. Ensure the following internal circulation requirements for emergency vehicles and service truck are met - Minimum turning radii to be as follows:
  - a. Fire Apparatus: 28-feet inside and 45-feet outside
  - b. Garbage Trucks: 32.5-feet inside and 46.5 outside
  - c. Overhead Clearance: 25-feet

Note that these comments do not constitute a formal or detailed review of the engineering data and supplemental information supplied for the project. Further and more detailed engineering reviews will be performed once the final plans and reports are submitted for permits.

**From:** [Riggs, Steve](#)  
**To:** [Lowell, Rebecca](#)  
**Cc:** [Hawney, Kirsten](#)  
**Subject:** PL17-053  
**Date:** Wednesday, May 31, 2017 8:52:16 AM

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Pinnacle Estate extension.

The only comment for the extension is the plat is subject to all current fire and life safety codes at the time of development including Mount Vernon Municipal Code 15.08 and the current addition of the IFC and Washington State amendments.

Respectfully,

***Steven V. Riggs***

Fire Marshal  
City of Mount Vernon  
(360) 336-6277