SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: **A-5**

DATE: December 13, 2007

SUBJECT:
Approval of the Skoglund Estates Final Planned Unit Development (PUD) and Formal Subdivision Final Plat and Acceptance of Performance Bonds in the amounts of $858,978.47 for Infrastructure Improvements; $130,319.00 for Wetland Plantings; and a 2-year Maintenance Bond of $401,477.39. Skoglund Estates is a 48-Lot Planned Unit Development and Formal Subdivision File Number No. FPPUD05-005 (PUD and Plat Map Attached - Exhibit 1).

CONTACT PERSON: Rick Cisar, Director of Community Development

ISSUE:
The issue before the City Council is to consider approving Resolution 07-32 Approving the Skoglund Estates Planned Unit Development and Formal Final Subdivision.

SUMMARY:
The City Council on June 29, 2006 adopted Resolution Number 06-09 A approving the Skoglund Estates Preliminary Planned Unit Development and Subdivision. In consideration of City Council Approval, the Developer has completed the construction of the public and private facilities necessary to provide urban services to the subdivision. In addition, the conditions under "General Notes" on Exhibit 1.2 have been completed. Therefore, City Staff has prepared Resolution Number 07-32 Approving the Final Planned Unit Development and Formal Plat for the Skoglund Estates.

BACKGROUND:
The Skoglund Estates Planned Unit Development and Formal Subdivision is located on a 21.79-acre site on the south side of 132nd Street S.E. and ¼ mile east of Sultan Basin Road. The preliminary Planned Unit Development and Subdivision Plat was Approved by the City Council on June 29, 2006. The Planned Unit Development and Preliminary Plat was approved with modifications to the recommended conditions by the Hearing Examiner, who conducted an Open Record Hearing on April 25. 2006.

The Plat includes 48-lots with a minimum lot size of 5,000 square feet. The access to the subdivision is south from 132nd Street S.E. on 328th Ave S.E. as shown on the attached Plat Map. Future access will provide for connections to the east on 133th Place S.E. and 134th Place SE. On November 30, 2007, an inspection of the

subdivision and related improvements was completed by City Staff. During that inspection it was noted that the following items would be bonded for by the Developer: (1) the final lift of asphalt on 328th Ave S.E., 133rd Place S.E., 134th Place S.E., and 135th Place S.E.; (2) off-site water and sewer; (3) landscaping and two recreation areas; (4) street signs and striping; and (5) mailboxes and fencing. Plat Conditions are listed on Attachment 1.2. A letter from Puget Sound Energy (PSE), accepting the project with conditions is attached (Exhibit 2). We anticipate these improvements will be completed by the Spring of 2008.

FISCAL IMPACT:
The Developer has paid all applicable Final Planned Unit Development and Plat processing and review fees of $7,230.00. Police Concurrency Contributions in the amount $46,576.00 and latecomers fees for the Bethany Terrace sewerline in the amount of $12,341.48.

RECOMMENDATION ACTION:

1. Approval of Resolution 07-32 Approving of the Skoglund Estate Planned Unit Development and Formal Subdivision Final Plat; and

2. Acceptance of Performance Bonds in the amount of $858,978.47, $130,319.00, a 2-year Maintenance Bond in the amount of $858,978.47, and authorization to release the bonds upon completion and approval of the remaining improvements as Recommended by City Staff.

RECOMMENDED MOTION TO APPROVE:
Resolution 07-32 Approving the Skoglund Estates Planned Unit Development and Formal Subdivision Final Plat and Acceptance of Performance Bonds in the amount of $858,978.47, $130,319.00, a 2-year Maintenance Bond in the amount of $401,477.39, and authorization to release the bonds upon completion and Approval of the remaining improvements as Recommended by City Staff.

COUNCIL ACTION:

DATE:

EXHIBITS:

1. Final Planned Unit Development and Plat Maps
2. Puget Sound Energy Letter to Mark Villwock, P.E. with LDC, Inc. in regards to Consent for Use of PSE, Inc. Transmission Line Right-of-Way

www.pse.com

PUGET SOUND ENERGY

Puget Sound Energy, Inc.
1700 East College Way
Mt. Vernon, WA 98273

November 6, 2007

Ref: 058039

Mark Villwock, P.E.
Land Development Consultants, Inc.
14201 NE 200th Street, Ste. 100
Woodinville, WA 98072

Dear Mr. Villwock:

Our engineers have reviewed the request from Land Development Consultants, Inc. for Consent to Use a portion of PSE's 100' wide easement east of Sultan for open space, detention and critical areas, asphalt road and residential infrastructure. There are no existing PSE facilities on this easement, but System Planning plans to use this corridor for a future 115/230kV transmission line corridor.

The area labeled "detention/critical areas" within the easement is actually an existing large natural wetland and stream area that cuts across PSE's easement which you are planning to leave it in its natural state. Because this wetland area is so large, PSE will need to span across the area, with poles placed at the edge of the wetland buffer, and would create a nearly 500 feet span across the wetland. For this reason, PSE is requiring you to provide future access to these pole locations. Access to the west pole could be via an "apron" transition off the back of the 9-stall parking area along 328th Ave SE, similar to the "Rock Construction Entrance" detail shown on Drawing ER-03. Access to the east pole location would need to be via the 15' access road/trail extension off of the 135th PL SE cul-de-sac. This access road, and the west "apron" would need to be designed for H20 heavy line truck loading. A curb cut is suggested for the sidewalk and to make the sidewalk of sufficient strength to withstand the weight of a heavy line truck. The above access points are included in PSE's Consent for Use Agreement language.

Other items detailed in this agreement include trees, fire hydrants and street lighting. Drawing RD-02 shows typical road cross sections, with tree landscaping in a planter strip behind sidewalks. These trees should be the varieties of ornamental trees which do not exceed 15 feet at mature height. In addition, no fire hydrants or street lights shall be placed within PSE's easement area. Drawing IL-1 and IL-2 were not included with the drawings you sent us.

Since all residential infrastructure piping shown on the drawings are non-metallic, PSE has no objection to their design. Overall, you have done a good job designing the development with minimum impact on PSE's future transmission line plans, other than the items listed above.

I have included the Agreement for review and signature, by the developer. Please return the agreement to PSE at the address on the top of the Agreement. We will then sign and record it.

Thank you for your cooperation in the review process. If you have any questions, concerns or suggestions regarding the easement, please call me at 360-424-2959.

Sincerely,

Faye Ryan
Real Estate Representative
Northern Region

Fax 360-424-2970 | 1700 East College Way, Mount Vernon, WA 98273 | faye.ryan@pse.com

Exhibit 2

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon, WA 98273

CONSENT FOR USE OF PUGET SOUND ENERGY, INC. TRANSMISSION LINE RIGHT-OF-WAY

This Agreement is made between **Puget Sound Energy, Inc.**, "PSE" herein, and **Sultan 144, LLC** "Owner/Company" herein:

PSE plans to build transmission facilities within its right-of-way in the Northeast quarter of the Northwest quarter of Section 33, Township 28 North, Range 8 East, W.M. The location and extent of PSE's easement rights, "Easement Area" herein, are more specifically described in the document recorded under Auditor's File Number 511778.

The Owner/Company desires the consent of PSE to utilize portions of the Easement Area in connection with the development of the proposed plat of Skoglund Estates, more particularly for the following described uses:

A. Crossing the Easement Area with portions of two improved roadways, 328th Avenue SE and 134th Place SE, together with non-metallic storm sewer, sanitary sewer, water lines and other residential infrastructure.

B. Creating an open space within the remaining easement area that contains some wetland and storm detention areas, as well as active open space.

All as shown on the plans dated _____, marked Exhibit "A" attached hereto and made a part hereof.

With this consent, Owner/Company agrees to:

A. Provide a 20 foot wide apron transition from the north shoulder of 328th Avenue SE behind the sidewalk to allow heavy line truck access (H20 loading).

B. Build the planned Trail/Storm Drainage Access Easement from the end of 135th Place SE to allow heavy line truck access (H20 loading).

C. Place no fire hydrants or street lighting within the easement area.

D. Make no objections or obstacles when facilities are to be constructed, improved or rebuilt by PSE or their successors and assigns.

As between the parties, it is mutually agreed that the Owner/Company may utilize the Easement Area for the above described uses, subject to the following terms and conditions:

1. If such use of the Easement Area should at any time become a hazard to the presently installed electrical facilities of PSE, or electrical facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with PSE's access along such Easement Area, the Owner/Company will be required to correct such hazard or interference, at Owner/Company's expense.

2. No filling and/or grading within said easements shall be accomplished in such manner as to reduce vertical distance between the ground surface and PSE's wires or jeopardize the lateral support of any of PSE's poles or anchors. No excavation will be permitted within fifty (50) feet of said poles or anchors. Owner/Company must pay for any and all costs related to changing the vertical line clearances in any way as a result of their uses.

3. A minimum clearance of twenty (20) feet from all power lines must be observed in any activities related to such uses, including the operation of equipment.

4. At no time shall the Easement Area be used for the storage of flammable or volatile material or the placement of any buildings or any other structures, including, but not limited to, the following: Decks, patios, and out buildings of any kind or nature.

5. At no time shall PSE's access to transmission line structures along the Easement Area be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at any and all times. Landscaping must not interfere with such access. Any construction within the said Easement Area must be consistent with the above-mentioned restrictions.

6. Transmission and distribution lines have been or will be constructed, operated, and maintained within the Easement Area. Said facilities may require tree and brush cutting within and adjacent to the easement right-of-way. PSE retains the right to cut, remove and dispose of any and all brush, trees, and other vegetation presently existing upon the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which, in the opinion of PSE, interfere with the exercise of PSE rights or create a hazard to PSE's systems.

7. PSE shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area, which could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such rights, identify such trees and make a reasonable effort to give Owner/Company prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to identify such trees or give Owner/Company such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Owner/Company shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

8. All shrubs and trees to be situated in the Easement Area must be of low growing varieties which normally do not exceed fifteen (15) feet in height at maturity.

9. The Owner/Company releases PSE and will assume all risk of loss, damage or injury, which may result from such use of the Easement Area, except the portion of such loss, damage or injury caused by or resulting from the negligence of PSE or PSE's agents or employees. Any damage to PSE's facilities caused by or resulting from such use of the Easement Area may be repaired by PSE and the actual cost of such repair shall be charged against and paid by the Owner/Company. The Owner/Company further agrees to defend, indemnify and hold harmless PSE, its agents and employees from all loss, damage or injury to any person whomsoever to the extent such loss, damage or injury results from the use of the Easement Area by the Owner/Company, their servants, agents, employees and contractors.

10. PSE does not own the land within the Easement Area. If you are not the Owner of such lands, you must acquire rights for such use from the landowner.

11. The Owner/Company must notify PSE's Construction Management Service Center at least 48 hours prior to the commencement of any and all construction activities related to such uses and to coordinate the installation of protective barriers around power poles.

12. The terms and conditions herein contained shall be binding upon the parties hereto, their respective successors and assigns.

Approved:	Agreed to and Accepted:
PUGET SOUND ENERGY, INC.	_____
By: _____ Manager Real Estate	By: _____
Date: _____	Date: _____

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ for **PUGET SOUND ENERGY** and who executed the within and foregoing instrument and acknowledged said instrument to be _____ free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument as _____ of said **PUGET SOUND ENERGY**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known or proved by satisfactory evidence to be the person who signed as _____ of **SULTAN 144, LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins