



To: Matt Nienhuis

Andrew Galuska

From: Brian Caferro

Vince Wen Jason Walker Karla Boughton Cindy Flood Scott Dobner Rahmi Kutsal

Date: July 7, 2023

Re: Harbor Grove Resubmittal Package Review Comments

Cc: Matthew Geiger Brian Wirt Sarah Kress

### Dear Matt and Andrew;

We have finished reviewing the Harbor Grove resubmittal package per your request, following are our review comments for your information, review, and distribution to the applicant.

These plans were reviewed for general compliance with the stormwater codes, grading, site, and overall site design. The review was not an exhaustive review of spot elevations/grading, utilities coordination, other design elements or design documents.

Most of our previous comments have been addressed, just a few items are left to finalize these plans. There are a few items that the Applicant deferred to "City" and "City Attorney" to "require", to "allow" and to "confirm". I have highlighted those portions for your easy reference below.

Please see the plan sheet redlines with comments to be addressed at the end of this memorandum, only sheets with comments have been included to keep the file size to a minimum. I have also removed the comments addressed.

### Plan Sheet 15 of 21

- 1. Applicant shall address the concerns expressed in the September 27, 2022 letter from Rugosa Ridge Homeowner's Association.
  - a. Storm Drainage: Rugosa Ridge Homeowner's Association mentioned concerns regarding the mechanical pump and pressure system design on the following items:
  - Concern that the pump system would likely never be maintained as it is not visible or accessible to any of the future property owners.

Response: Subject plat is providing a variable width private drainage and maintenance access easement between Lot 5 & 6 and along the west portion of Lots 4-7 to allow access to inspect/maintain pump as necessary. Personnel to inspect/maintain pump will access the variable width private drainage and maintenance access easement from Tract 998, continue west along Lot 5 & 6 shared property line, travel north towards Lot 4 to proceed around retaining walls, and travel south to the pump station. Gates for access will have combo locks installed or electronic keypads for rear yard access.

Homeowners Association (HOA) will be responsible for maintaining/repairing the pump. Easements as described above shall be provided to maintain/repair the pump. Maintenance covenant shall be provided to hold HOA responsible to maintain/repair the pump (City attorney to confirm documentation required to hold HOA responsible). Subject easements and covenants shall be recorded with the final plat map and CC&R's. All lots will share the cost of the stormwater pump maintenance and repairs. There will be a reserve budget within CC&R's with language that allows for this. If HOA does not maintain pump according to maintenance covenant, Liens could be put on homes (City attorney to confirm documentation required to hold HOA responsible). Note added to SP-01 and PS-01.

The pump will have floats installed that are connected to an alarm panel located on Lot 6. The pump will directly connect, if required by City, to Lot 6 electrical service. The pump would be directly connected if required by city to Lot 6 electrical service. Pump system will be connected to Temporary power until home is built on Lot 6. Secure/lockable outdoor duplex control panel will have a battery backup alarm. If city would allow, developers consultant has used these systems in the past that had a separate 100-amp panel installed with these units installed on a rail system.

 Concern that HOA's typically do not own and maintain this type of highly specialized stormwater system.

There will be language within CC&R's that will require an HOA reserve budget dedicated to pump maintenance/repairs. This budget allows the HOA to hire the appropriate consultant for pump maintenance/repairs.

- Concern that if there is a simple power failure could cause a serious flood event that would directly impact the adjacent properties and that future homeowners would not be made aware of the pump system failure.

The pump will have floats installed that are connected to an alarm panel located on Lot 6 near the private access road visible to majority of property owners. The pump will directly connect, if required by City, to Lot 6 electrical service. Pump system will be connected to temporary power until home is built on Lot 6. If city would allow, developer's consultant has used these systems in the past that had a separate 100-amp panel installed with these units installed on a rail system.

1. Is pumping of stormwater a method that has been approved and implemented successfully in the City?

City to provide response. If city would allow, developer's consultant has used these systems in the past that had a separate 100-amp panel installed with these units constructed on a rail system.

3. If the project were to be built as proposed, how can the City legally compel the developer and future Harbor Grove HOA to monitor, maintain, repair/replace and fund the stormwater system? What recourse would Rugosa Ridge homeowners have in the event of a system failure and flooding?

City to provide response. Homeowners Association (HOA) will be responsible for maintaining/repairing the pump. Easements as described above shall be provided to maintain/repair the pump. Maintenance covenant shall be provided to hold HOA responsible to maintain/repair the pump (City attorney to confirm documentation required to hold HOA responsible). Subject easements and covenants shall be recorded with the final plat map and CC&R's. All lots will share the cost of the stormwater pump maintenance

and repairs. There will be a reserve budget within CC&R's with language that allows for this. If HOA does not maintain pump according to maintenance covenant, Liens could be put on homes (City attorney to confirm documentation required to hold HOA responsible). Note added to SP-01 and PS-01.

3. Please address how the pump system is accessed for inspection and maintenance, and clearly note ownership/operation/maintenance responsibilities on this sheet.

Subject plat is providing a variable width private drainage and maintenance access easement between Lot 5 & 6 and along the west portion of Lots 5-7 to allow access to inspect/maintain pump as necessary. Personnel to inspect/maintain pump will access the variable width private drainage and maintenance access easement from Tract 998, continue west along Lot 5 & 6 shared property line, travel north towards Lot 4 to proceed around retaining walls, and travel south to the pump station. Homeowners Association (HOA) will be responsible to maintain/repair the pump. Easements as described above shall be provided to maintain/repair the pump. Maintenance covenant shall be provided to hold HOA responsible to maintain/repair the pump (City attorney to confirm documentation required to hold HOA responsible). Subject easements and covenants shall be recorded with the final plat map and CC&R's. Note added to SP-01 and PS-01 to clearly note ownership/operation/maintenance responsibilities.

#### Planning Review Comments:

4. Tract 999 does not meet the definition of open space. The applicant is proposing deeding 1,812 square feet to neighbor. It is unclear from the drawings the boundary of Tract 999 to be deeded; however, it appears to follow an existing driveway. City should review this to determine the proposed deeding is acceptable.

The applicant is proposing deeding a portion of the plat to the adjacent/neighboring property, and the City needs to review and ensure this deeding is acceptable. I recommend the City staff review the proposed deeding and ensure it is acceptable if the City has not already done so.

### Survey Review Comments:

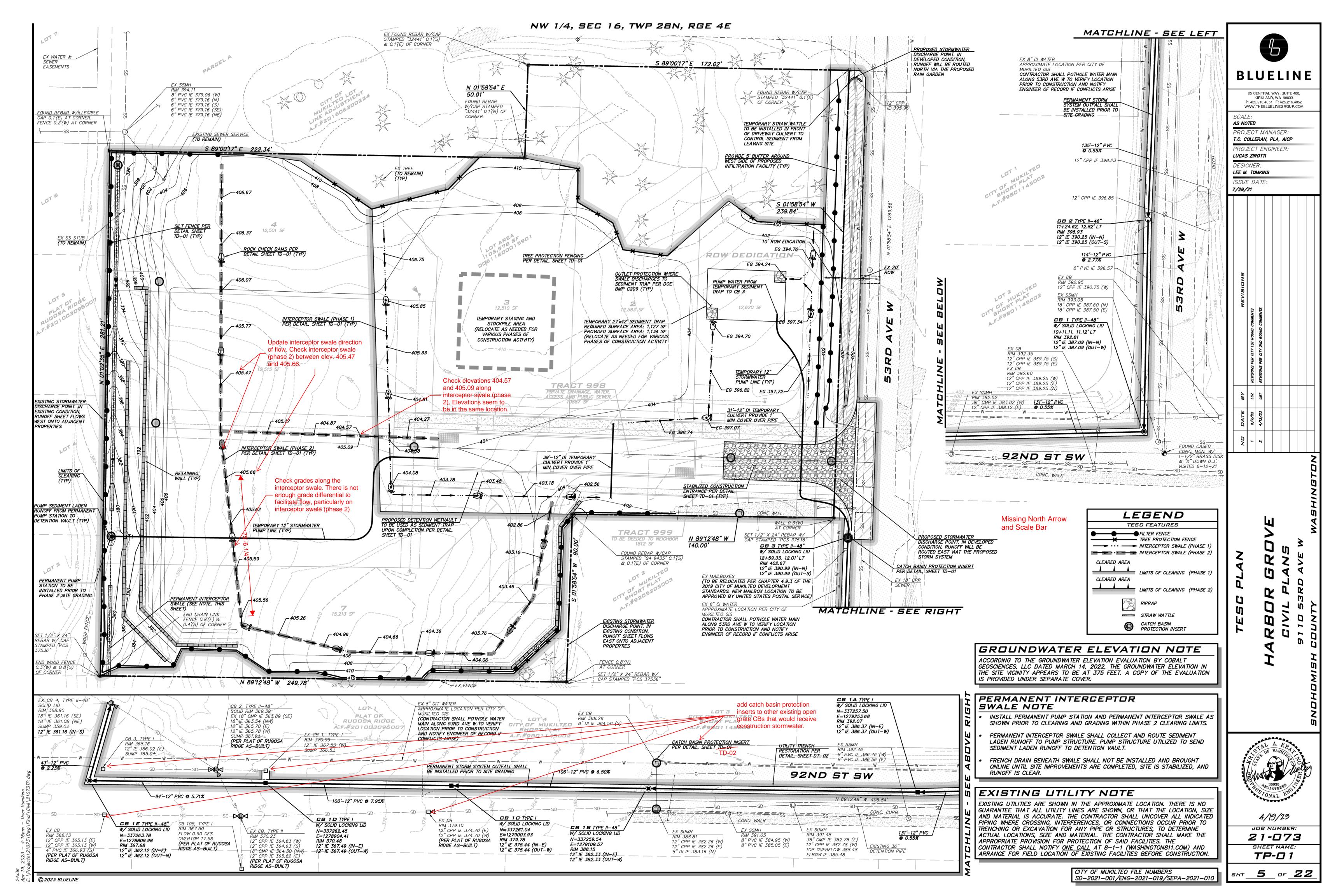
Kulrl

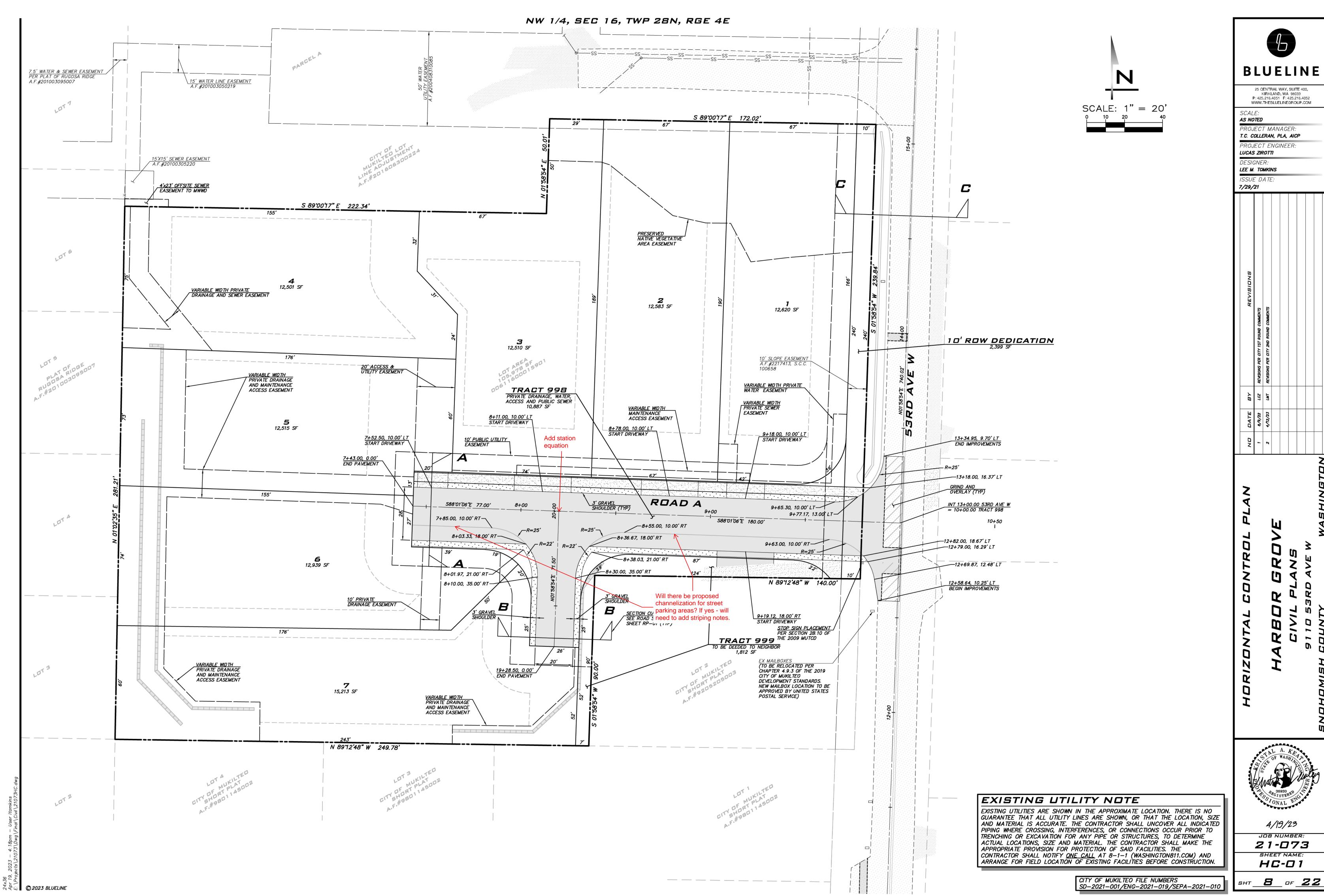
Please include the road name for ROAD A on multiple sheets; both plan and profile views as well as Landscaping sheets. This repeating comment has not been included in the attached redlines to reduce the file size.

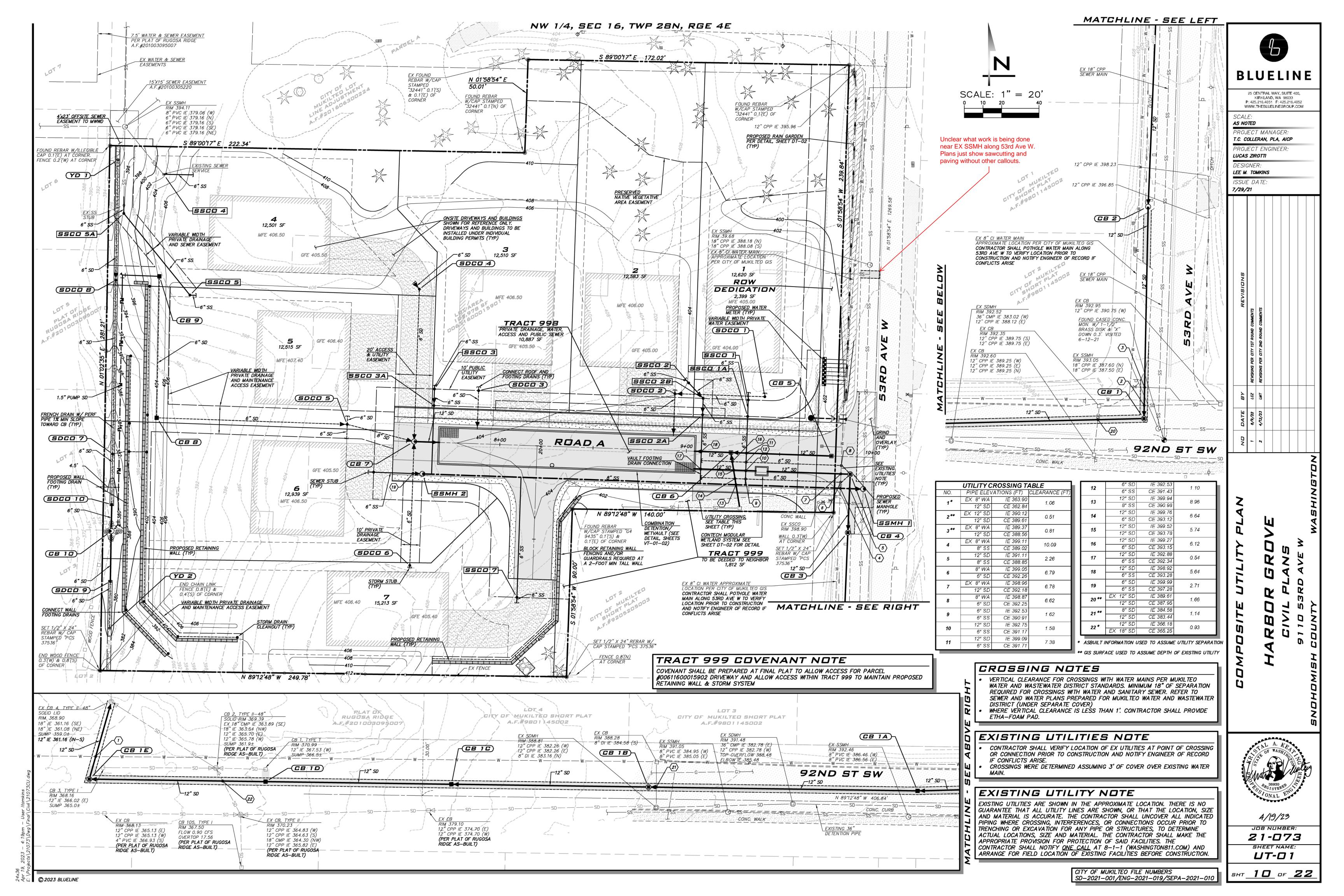
Please let us know if you have any questions.

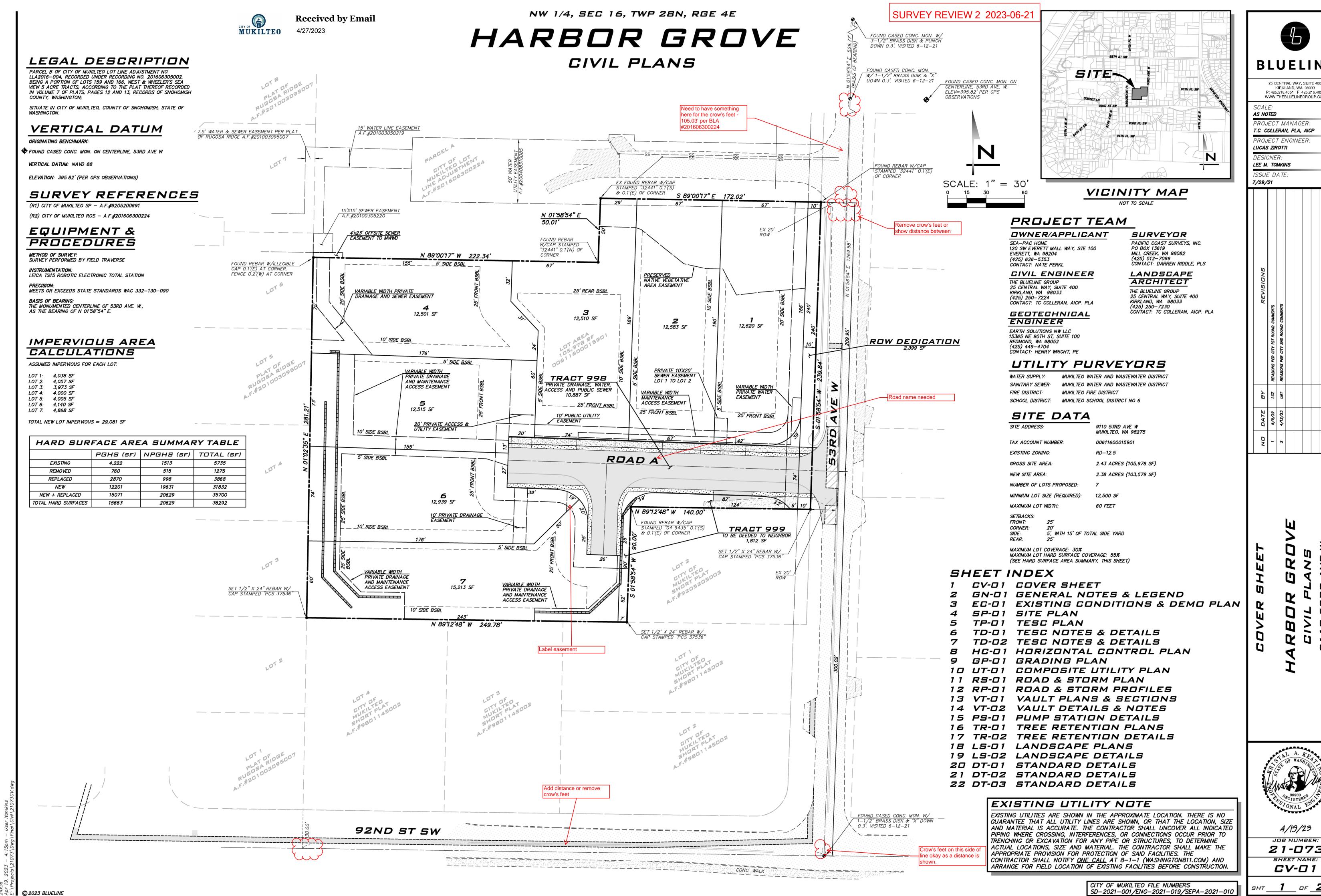
Sincerely,

Rahmi Kutsal





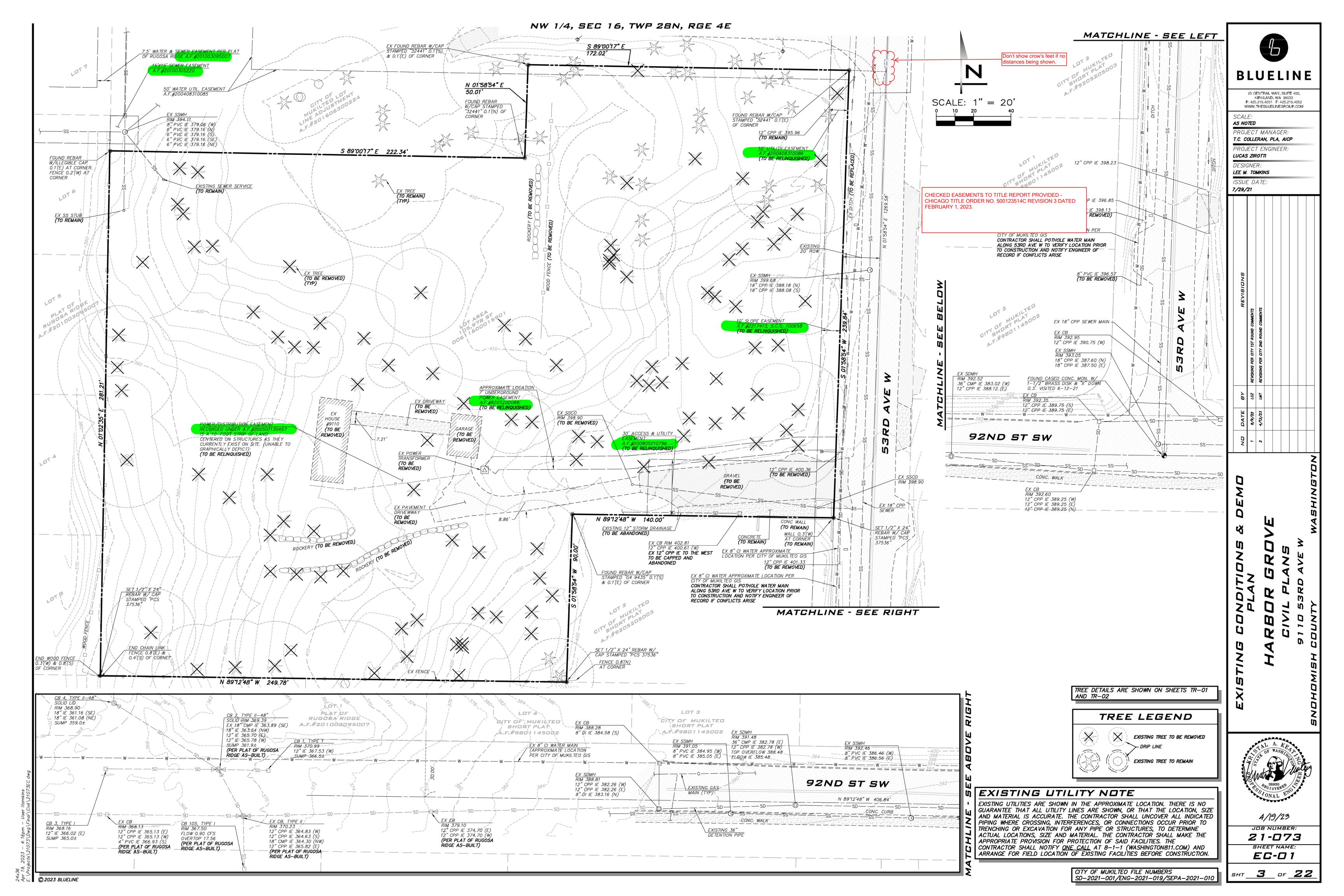




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21-073 SHEET NAME: CV-01



## TRACT 999 COVENANT NOTE

COVENANT SHALL BE PREPARED AT FINAL PLAT TO ALLOW ACCESS FOR PARCEL #00611600015902 DRIVEWAY AND ALLOW ACCESS WITHIN TRACT 999 TO MAINTAIN PROPOSED RETAINING WALL & STORM SYSTEM

### DRAINAGE FACILITY MAINTENANCE NOTE

. THE OWNER AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR). AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF MUKILTEO (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, <u>VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES;</u> love. Only show once. AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.

IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDE, VOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.

I. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.

WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT. IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.

GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY. AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

# DRAFT EASEMENT LANGUAGE

SUBJECT TO A PRIVATE WATER EASEMENT FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_\_\_ (SHOWN ON MAP).

SUBJECT TO A PRIVATE SEWER EASEMENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_\_\_ (SHOWN ON MAP).

SUBJECT TO A PUBLIC MAINTENANCE ACCESS SAS MENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS KANT'S IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FLE NUMBER \_

SUBJECT TO A PRIVATE ACCESS & UTILITY EASEMENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_ \_ (SHOWN ON MAP).

SUBJECT TO A PRIVATE DRAINAGE AND MAINTENANCE ACCESS EASEMENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_\_

SUBJECT TO A PRIVATE EXISTING DRIVEWAY EASEMENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_\_ (SHOWN ON MAP).

SUBJECT TO A PUBLIC UNDERGROUND AND/OR OVERHEAD ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM EASEMENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_\_ (SHOWN ON MAP).

SUBJECT TO A NATIVE GROWTH PROTECTION EASEMENT FOR THE PURPOSE SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER \_\_\_\_\_\_ (SHOWN ON MAP).

# EXISTING UTILITY NOTE

EXISTING UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE THAT ALL UTILITY LINES ARE SHOWN, OR THAT THE LOCATION, SIZE AND MATERIAL IS ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR PRIOR TO TRENCHING OR EXCAVATION FOR ANY PIPE OR STRUCTURES, TO DETERMINE ACTUAL LOCATIONS, SIZE AND MATERIAL. THE CONTRACTOR SHALL MAKE THE APPROPRIATE PROVISION FOR PROTECTION OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 8-1-1 (WASHINGTON811.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION.

> CITY OF MUKILTEO FILE NUMBERS SD-2021-001/ENG-2021-019/SEPA-2021-010



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SCALE: AS NOTED

PROJECT MANAGER: T.C. COLLERAN, PLA, AICP

PROJECT ENGINEER: LUCAS ZIROTTI

DESIGNER:

LEE M. TOMKINS

ISSUE DATE: 7/29/21

0 5

4/19/23

JOB NUMBER:

21-073 SHEET NAME: SP-01

