



CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891

Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Sean Kelly • Donna Michelson •
Vince Cavaleri • Mike Todd • Mark Bond

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at (425) 921-5732 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Times listed on the agenda are approximate only. Discussions may sometimes cause remaining agenda items to be considered before or after their scheduled time. Citizens are welcome and encouraged to attend all sessions (except for Executive Sessions) of the meeting.

Next Ordinance No. 2015-798

Next Resolution No. 2015-536

**October 6, 2015
City Council Meeting
6:00 p.m.**

CALL TO ORDER:

FLAG SALUTE:

ROLL CALL:

AUDIENCE COMMUNICATION:

A. Public comment on items on or not on the agenda

OLD BUSINESS:

- B. Development Agreement Between Vintage at Mill Creek and the City of Mill Creek for Vintage at Mill Creek Binding Site Plan
(Rebecca C. Polizzotto, City Manager)

NEW BUSINESS:

- C. Presentation on Street Tree/Sidewalk Replacement Pilot Program Proposal
(Rebecca C. Polizzotto, City Manager)
- D. Results of Request for Qualifications for East Gateway Consultant
(Rebecca C. Polizzotto, City Manager)

REPORTS:

- E. Mayor/Council
City Manager
Boards and Commission Reports

AUDIENCE COMMUNICATION:

- F. Public comment on items on or not on the agenda

ADJOURNMENT



Agenda Item # _____
Meeting Date: October 6, 2015

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: **DEVELOPMENT AGREEMENT BETWEEN VINTAGE AT MILL CREEK AND THE CITY OF MILL CREEK FOR VINTAGE AT MILL CREEK BINDING SITE PLAN – FILE BS 15-65**

KEY FACTS AND INFORMATION SUMMARY: On September 1, 2015, the City Council held a public hearing on a proposed development agreement between the City of Mill Creek and Vintage at Mill Creek, LLC (developer). A copy of the Agenda Summary is attached. At the hearing, testimony was received and the Council discussed the agreement. Since the public hearing, the draft agreement has been revised to address Council discussion at the hearing and further negotiations with the developer. The revisions are summarized below:

2.0 Purpose

This section was rewritten to more clearly define what the purpose of the agreement is and what it does and does not do. Specifically, it cites the MCMC section that requires the agreement and the process for its review and approval. It also clearly states that the actual Binding Site Plan will be reviewed by the Hearing Examiner in regard to its compliance with code requirements.

4.0 Property Description

This section was revised to indicate the current property owner and clarify that the agreement binds the property only if the developer purchases the property.

5.0 Project Description

This section was revised to better describe the project, including specifying the ground floor commercial use requirement and that residential units are restricted to residents 55 years of age or older.

7.0 Development Review Procedures for Project

This section was revised to establish how the agreement will be terminated should the agreement be recorded and the developer not purchase the property.

8.0 Project Review and Evaluation: Vested Rights

Section 8.2.3 has been revised to clearly indicate that the City and the developer agree that the alignment of Road B is an approved deviation from the alignment of that road as originally contemplated with the Reid Middleton Study and authorizes the City Manager to make other deviations to the extent such deviations do not prevent the project from complying with other

City Council Agenda Summary Page 2

applicable aspects of the EGUV Regulations and will not materially impact existing or future developments within the EGUV zoning district.

9.0 Occupancy of Buildings; Sale of Lots; Uses

Sections 9.3.1 and 9.3.2 have been rewritten to clarify the uses permitted in the project. It specifically allows the developer up to 1,000 square feet of space for a leasing office and 2,500 square feet of space that will include a beauty parlor, kitchen, and fitness center for use by the project's residents on the ground floor subject to terms in Section 9.3.2.1. These terms include the developer entering into a long term lease (25 years) with an independent non-profit senior center at essentially no cost except for utilities, plus enter into a 25-year lease with the City for a 500 square foot space to be operated as a police satellite office.

Section 9.3.3 is new language that establishes what happens if a senior center does not locate in the development. If a lease is never entered into, the beauty parlor, community kitchen and fitness center will not be permitted on the ground floor. Once the senior center is located in the development, if the senior center decides to leave, the uses would be allowed to remain. If the senior center leaves because of default by the developer, the ground floor leasing office, beauty parlor, community kitchen, and fitness center would need to be removed from the ground floor.

10.0 Transportation and Traffic Requirements

Section 10.3 and 10.4 clarify that the developer dedicates or causes property to be dedicated to provide the full width and alignment of rights-of-way as shown in the Reid Middleton Engineering Study (with the exception of the Road B deviation addressed in Section 8.2) and construct the full width of the roadway.

11.0 Parking requirements

Section 11.3 has been rewritten to allow the parking management plan to be required by the Hearing Examiner as a condition of the binding site plan. Since the specific development including the exact parking lot configuration is not yet in final format, and since the project layout is subject to Hearing Examiner review, it is inappropriate to include such an exhibit in this development agreement.

14.0 East Gateway Owners Association

This section has been omitted in its entirety. The model for the owners association came from the Town Center Property Owners Association. In Town Center, there is shared ownership of drainage facilities, roadway buffers, and the North Creek wetland and trail. This is not the case in EGUV. EGUV has developed parcel by parcel and each property is self-contained in these respects. There are no commonly owned properties. Requiring the EGUV Owners Association results in making enforcement of regulations more complicated and provides little value to the City. Staff has contacted the other EGUV developers and, if the EGUV Owners Association is not required in this development agreement, the other development agreements would be brought back to the Council to be amended at a later date.

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Remainder of Document

The remainder of the document has been renumbered to account for the omission of Section 14.

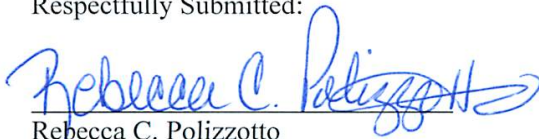
CITY MANAGER RECOMMENDATION:

The City Manager recommends that the City Council adopt the attached Ordinance adopting the Development Agreement.

ATTACHMENTS:

- September 1, 2015 Agenda Summary
- Draft Ordinance with Development Agreement without strikeout

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

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Agenda Item # _____
Meeting Date: September 1, 2015

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

**AGENDA ITEM: PUBLIC HEARING ON DEVELOPMENT AGREEMENT
BETWEEN VINTAGE AT MILLCREEK AND THE CITY OF
MILL CREEK FOR VINTAGE AT MILL CREEK BINDING SITE
PLAN – FILE BS 15-65**

KEY FACTS AND INFORMATION SUMMARY: The City of Mill Creek has received a Binding Site Plan Application from Vintage at Mill Creek to subdivide 3.96 acres in the East Gateway Urban Village area (EGUV) for a mixed-use development consisting of two five-story buildings with ground floor commercial/retail and parking with affordable senior residential units above. A total of 216 residential units and 15,539 square feet of commercial/retail are proposed. In addition, three single story garage buildings are proposed on the southern portion of the site adjacent to the existing single-family homes. Landscaping and open spaces are proposed as well as a 50-foot wide vegetated roadway buffer with sidewalk to be provided adjacent to 132nd Street SE. Access to the proposed development will be from 132nd Street SE and road connections are proposed to the west and east via a future public road.

Development in the EGUV zone district requires approval of a detailed master development plan that includes:

1. A binding site plan;
2. An evaluation of the proposal relative to the adopted EGUV Design Guidelines; and
3. A Development Agreement between the developer and the City setting forth conditions for development.

The item before the Council at this time is the required Development Agreement. The Agreement must be approved by the City Council following a public hearing for the project to continue through the review process. The draft agreement is attached. The Agreement includes a draft copy of the proposed Binding Site Plan BS 15-65 (Exhibit C) for your use in review of the Development Agreement. Please note that the Binding Site Plan is still preliminary and is subject to future refinement and review by the City's Hearing Examiner.

In accordance with RCW 36.70B.170, the Development Agreement must set forth the development standards and other provisions, such as mitigation, that shall apply and vest the development for the duration specified in the agreement. Such obligations are to be consistent with the City's codes and provide mutual benefit for both parties.

The City and Developer have been negotiating a draft Agreement and have agreed on the issues to be addressed in the document. The following issues are addressed in the document:

AGENDA ITEM #B.

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- Identification of the applicable regulations to be applied to the development. These are defined as the “EGUV Regulations.” These EGUV regulations include the applicable provisions within MCMC, as well as the EGUV Design Guidelines, the Reid Middleton EGUV Infrastructure Report, any SEPA documents issued under the State Environmental Policy Act, and the Mill Creek Comprehensive Plan;
- The binding nature and vesting of the Development Agreement;
- Occupancy of the building, specifically in relation to the requirement for commercial uses only on the ground floor;
- Transportation and traffic requirements;
- Parking requirements, including reciprocal parking for commercial parking space stalls with other commercial developed properties in the EGUV;
- Design of the public gathering areas along the spine road;
- Provision of public access along the roadway buffer and perimeter trails/sidewalks;
- Maintenance responsibilities within the public right-of-way; and
- Formation, operation, and roles and responsibilities of an owner association.

Commercial Uses on the Ground Floor

Section 9 of the Development Agreement states that the ground floor uses must be commercial in nature and cannot be exclusively accessory to the residential units above. That being said, the agreement does acknowledge that there may be commercial uses that that can fulfill the intent of the EGUV regulations while also serving as accessories to the residential aspect of the project. To address the specific uses that fit into this category, the Agreement calls for the City Manager and the developer to execute a Commercial Use Agreement. The City and the Developer are still negotiating the specific terms to be included in this Commercial Use Agreement, which will be incorporated in Section 9. A place marker for these specific terms is in the Agreement.

CITY MANAGER RECOMMENDATION:

The City Manager recommends that the Ordinance adopting the Development Agreement be placed on the Agenda for the September 8, 2015 City Council meeting for action.

ATTACHMENTS:

Draft Development Agreement.

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

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ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MILL CREEK AND VINTAGE AT MILL CREEK PURSUANT TO MILL CREEK MUNICIPAL CODE CHAPTER 17.19 AND RCW 36.70B.170 ET SEQ. FOR FUTURE DEVELOPMENT OF PROPERTY LOCATED WITHIN THE EAST GATEWAY URBAN VILLAGE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 25, 2008, the City Council adopted Ordinance No. 2008-676, approving the East Gateway Urban Village Comprehensive Plan and Development Code amendments ("EGUV Amendments"); and

WHEREAS, the EGUV Amendments included adoption of an illustrative master plan to guide development within the East Gateway Urban Village; and

WHEREAS, the EGUV Amendments included adoption of a new Mill Creek Municipal Code ("MCMC") Chapter 17.19, entitled East Gateway Urban Village, to establish the East Gateway Urban Village zone district ("EGUV District") and provide for development regulations, design standards, and guidelines for future development in the EGUV District; and

WHEREAS, MCMC Chapter 17.19 requires every development occurring within the EGUV District to prepare and obtain approval of a detailed master plan ("DMP") that includes (i) a Binding Site Plan and (ii) a Development Agreement approved in accordance with RCW 36.70B.170 et seq.; and

WHEREAS, on July 1, 2008, the City Council adopted Ordinance No. 2008-684, approving design guidelines for development within the EGUV District ("EGUV Design Guidelines"); and

WHEREAS, the EGUV Design Guidelines constitute development regulations under RCW 36.70.A.030(7) that will be used in conjunction with MCMC Titles 14 to 18 and the Binding Site Plans and development agreements to be approved for projects within the EGUV

District, all to ensure that development within the EGUV District is consistent with the EGUV Amendments and the community vision reflected therein; and

WHEREAS, on March 9, 2015, Vintage at Mill Creek ("Developer") submitted Binding Site Plan application BS 15-65 for property located within the EGUV District, which property has the following legal description ("Property"):

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 33, Township 28 North, Range 5 East, W. M., in Snohomish County, Washington; except the easterly 389 feet as measured along the northerly line of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter; except that portion conveyed to Snohomish County by Quit Claim Deed recorded under Auditor's File No. 219641; except that portion conveyed to the County of Snohomish, State of Washington for road purpose through deed recorded March 27, 1992 under Recording No. 9203270216, re-recorded by deed recorded June 3, 1992 under Recording No. 9206030420.

WHEREAS, on March 26, 2015, BS 15-65 was deemed complete for vesting purposes pursuant to MCMC 14.05.040; and

WHEREAS, the City Council is charged with legislative review and approval authority of the Development Agreement ("DA"), pursuant to MCMC Chapter 14.03, setting forth development standards and other terms, conditions, and provisions applicable to development of the Property; and

WHEREAS, the Hearing Examiner is charged with reviewing Binding Site Plans pursuant to MCMC Chapter 14.03; and

WHEREAS, said DA, upon approval by the City Council, becomes a development regulation that will be binding on the Property and the Hearing Examiner's review of BS 15-65; and

WHEREAS, public notice of the public hearing on the proposed DA was sent to the owners of property situated within 500 feet of the subject property on August 25, 2015, was posted on the subject property on August 21, 2015, and was duly advertised in the Everett Herald on August 21, 2015, all in accordance with MCMC 14.07.030; and

WHEREAS, on September 1, 2015, the City Council held the scheduled public hearing to solicit, obtain, consider and evaluate public comments and Developer comments on the proposed DA; and

WHEREAS, discussion on the proposed DA was continued to a future meeting and was scheduled before the City Council for continued discussion on October 6, 2015; and

WHEREAS, the City Council finds that the proposed DA as recommended by City staff and Developer is consistent with the EGUV Amendments, MCMC Chapter 17.19, the EGUV Design Guidelines, the City's development regulations, and RCW 36.70B.170 et seq.; and

WHEREAS, the City Council further finds that adoption of the DA as provided in this Ordinance will further the public health, safety, and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. The City Council adopts the recitals set forth above as findings, and conclusions.

Section 2. The City Council approves and authorizes the City Manager to sign the Development Agreement between the City and Vintage at Mill Creek, attached and incorporated as **Exhibit A**, pursuant to MCMC Chapter 14.03, MCMC Chapter 17.19, and RCW 36.70B.170 et seq.

Section 3. The Development Agreement approved by Section 2 above shall be signed by the Developer and submitted to the City Manager within ten (10) days of the effective date of this ordinance. The Development Agreement shall thereafter be signed by the City Manager and shall be recorded by the City at the Developer's expense pursuant to Section 7.1 of the Development Agreement.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to any other person or situation. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. This Ordinance shall be effective five days following the publication of the attached summary, which is hereby approved.

Passed in open meeting this 6th day of October 2015 by a vote of _____ for,
_____ against, and _____ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: _____

Exhibit A: Approved Development Agreement with Mill Creek EGUV, LLC

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After recording return to:

Shane Moloney, City Attorney
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012

Document Title(s)	Development Agreement for BS 15-65 (EGUV)
Reference Number(s) of related documents	
Grantor(s)	City of Mill Creek Vintage at Mill Creek, LLC
Grantees(s)	Vintage at Mill Creek, LLC City of Mill Creek
Abbrev. Legal Description	The Northeast quarter of the Northeast quarter of the Northwest quarter of, Section 33, Township 28N, Range 5 E WM
Assessor's Property Tax Parcel/Account Number	28053300201300

**CONTRACT 2015-____
CITY OF MILL CREEK**

**DEVELOPMENT AGREEMENT
FOR THE
VINTAGE AT MILL CREEK, LLC
BINDING SITE PLAN (BS 15-65)
IN THE EAST GATEWAY URBAN VILLAGE**

1.0 Parties

1.1 This Development Agreement ("Agreement") is entered into on the Effective Date set forth below between the City of Mill Creek, a Washington municipal corporation having its principal place of business at 15728 Main Street, Mill Creek, Washington 98012 ("City"), and Vintage at Mill Creek, LLC, a Washington limited liability company, having its principal place of business at 369 San Miguel Drive, Suite #135, Newport Beach, California 92660-7813 ("Developer"). The City and Developer may be individually referred to as "Party" and collectively as the "Parties."

1.2 The Parties enter into this Agreement for and in consideration of the mutual benefits and advantages of this Agreement. The Parties agree to comply with all of the terms and conditions of this Agreement.

2.0 Purpose

2.1 Mill Creek Municipal Code ("MCMC") Section 17.19.020 requires every development in the East Gateway Urban Village ("EGUV") zoning district to obtain approval of a detailed master development plan. The detailed master development plan includes a binding site plan and a development agreement with the City. The development agreement is to be approved by the City Council and the binding site plan is to be reviewed and approved by the City's Hearing Examiner. The Hearing Examiner's decision is appealable to the City Council.

2.2 This Agreement serves as the development agreement for the Project (which is described in Section 5 .1). The Agreement is not intended to conflict with or supplant existing state and local regulations that otherwise govern the Project. This Agreement does not serve as an approval of any permit or any specific proposal within Developer's application for the Project. The Agreement sets forth negotiated terms and conditions applicable to future Project approvals and the ongoing obligations and rights of the parties after Project approval. These negotiated terms and conditions supplement the terms and conditions of the MCMC. Developer's proposed BSP (as defined in Section 5.1) remains subject to review and approval by the City's Hearing Examiner. After the BSP is approved, related permits (e.g. building and design review) will be subject to review and approval by those designated to review such permits (e.g. building code official and design review board).

2.3 The Parties acknowledge that this Agreement will benefit the Parties by assuring them of their respective rights, duties, obligations, privileges and commitments with regard to the Property and Project for the duration of this Agreement.

2.4 The terms and conditions of this Agreement apply to the Property and Project as defined and described herein.

3.0 Definitions

3.1 The following terms are initially defined and or described at the indicated sections of this Agreement:

- Binding Site Plan ("BSP") (Section 5.1)
- Commercial Property Use Agreement (Section 9.3)
- Design Guidelines (Section 8.2)
- East Gateway Urban Village ("EGUV") (Section 2.1)
- Effective Date (Section 19.4)
- EGUV Regulations (Section 8.2)
- Engineering Study (Section 8.2.3)
- Master Development Plan ("MDP") (Section 7.3)
- Mill Creek Municipal Code ("MCMC") (Section 2.1)
- Project (Section 5.1)
- Project Approvals (Section 8.3)
- Property (Section 4.1)
- Road Construction (Section 10.4)
- Vested Term (Section 8.4)

4.0 Property Description

4.1 The property which is the subject of this Agreement consists of the parcel legally described in attached **Exhibit A** ("Property"). Developer intends to purchase the Property from its current owner, Robert J. Mollgaard, as his separate estate ("Owner"). In the event that Developer purchases the Property from the Owner, and elects to proceed with the Project, this Agreement shall bind Developer and the Property pursuant to Section 19.5, below. A tax parcel map generally depicting the Property is attached as **Exhibit B**. References to "Property" shall include the Project described in Section 5.1 below.

4.2 The parcels comprising the Property bear Snohomish County tax parcel numbers ("TPN"): 28053300201300.

5.0 Project Description

5.1 Project Description. Developer has submitted a Binding Site Plan (“BSP”) application to develop the Property. The specific application is Binding Site Plan BS 15-65. The “Project” generally consists of subdividing one parcel for the purpose of developing two five-story buildings with commercial uses and parking on the ground floor plus residential units above (“Project”). The residential units will be restricted to residents 55 years of age or older. A map generally depicting the proposed Project is attached as **Exhibit C**.

6.0 Authority

6.1 Authority. This Agreement is a development agreement authorized by and entered into under the authority of MCMC Chapters 14.03 and 17.19, and the Revised Code of Washington (“RCW”) section 36.70B.170 et seq. This Agreement establishes certain terms and conditions pertaining to development of the Project and the Property, and establishes an overall framework for current and future development of the Property, but is not exclusive nor a comprehensive list of development requirements affecting the Property. Other requirements for development of the Property will be established during the review process for specific components of the EGUV Regulations described in Section 8.2 below and under the applicable provisions of the MCMC.

7.0 Development Review Procedures for Project

7.1 Approval of Agreement. This Agreement has been processed in accordance with RCW 36.70B.170 et seq. and MCMC 14.03.030. Approval of this Agreement by the Mill Creek City Council is required before any other development approvals affecting the Property may be heard, decided, or granted. Following execution by the Parties, City shall promptly record this Agreement with the Snohomish County Auditor’s Office at Developer’s expense. In the event that this Agreement is recorded and Developer does not acquire the Property or proceed with the Project, Developer and the City will execute and record any necessary termination document, and Developer will pay the costs of recording such termination.

7.2 Hearing Examiner Notice. In reviewing subsequent development applications for the Project or Property, the Mill Creek hearing examiner shall take notice of this Agreement and accord it the foregoing status under MCMC 4.34.030.

7.3 Project Review. Subsequent applications, approvals, and development actions for the Project, including the BSP and consistency review required for the Project under MCMC Section 17.19.030, environmental decisions, and all subsequent permits implementing the Project, shall be reviewed pursuant to the MCMC regulations existing on the vesting date for the application for any such action. No development approval shall be granted unless it is consistent with the MCMC, this Agreement and the EGUV Regulations (as defined in Section 8.2 below). This Agreement, any future approved BSP for the Project, and any future approved consistency review for the Project shall collectively comprise the master development plan (“MDP”) described in MCMC Sections 17.19.020 and .030.

8.0 Project Review and Evaluation; Vested Rights

8.1 Project Evaluation. The Project shall be reviewed in accordance with City's regular development review procedures. City shall use this Agreement and the EGUV Regulations specified below during the development review process as additional standards and criteria to evaluate the Project and determine appropriate conditions and requirements of development. Project approval and subsequent build out will require various City permits and approvals.

8.2 EGUV Regulations. The Project will be developed consistent with the following as applied during the development review process: (i) this Agreement; (ii) the version of Titles 16, 17, and 18 of the MCMC in effect on the date the Agreement is approved by the City Council; (iii) EGUV Design Guidelines adopted July 1, 2008 ("Design Guidelines"); (iv) Reid Middleton EGUV Infrastructure Design Report dated December 2012 ("Engineering Study") attached hereto as **Exhibit D**; (v) environmental decisions and documents issued for the Project under the State Environmental Policy Act, RCW Chapter 43.21C, and/or MCMC Chapter 18.04 (collectively "SEPA"); (vi) the version of the Mill Creek Comprehensive Plan in effect on the date the Agreement is approved by the City Council; and (vii) other applicable City, state, or federal regulations as those regulations exist and apply at the time of development or a vested application therefore (e.g. building permits will be subject to the building codes in effect at the time a building permit is applied for). All of the foregoing comprise development regulations within the meaning of RCW 36.70A.030 and shall collectively comprise and be referred to as the "EGUV Regulations." Without limiting foregoing, the following components of the EGUV Regulations are emphasized for clarity:

8.2.1 Applicable Regulations. All applicable regulations in the MCMC on the effective date of this Agreement or the vesting date of any subsequent application pertaining to the Project shall apply to the Project, except as may be changed by this Agreement.

8.2.2 EGUV Design Guidelines. All structures and facilities comprising the Project shall comply with the Design Guidelines as adopted by the City Council on July 1, 2008, in City Council Ordinance No. 2008-684.

8.2.3 Engineering Study. The Engineering Study shall be used as the design guideline for the public roadway alignment, access management, traffic impacts and analysis, regional drainage facilities if coordinating with adjacent property owners, public infrastructure facilities, and utility coordination. All required public infrastructure, facilities and mitigation arising from the Project shall be consistent with the Engineering Study, except the Parties agree the alignment of Road B as depicted on **Exhibit C** is an approved deviation from the alignment of that road as contemplated within the Engineering Study.¹ The City Manager, or designee, in

¹ With the exception of the alignment of Road B, project elements depicted in Exhibit C (e.g. parking, buffers, setbacks, open space, building locations) are provided for conceptual purposes only. The Hearing Examiner shall determine whether such elements comply with applicable EGUV Regulations.

his or her sole discretion may authorize additional deviations from the Engineering Study to the extent such deviations do not prevent the Project from complying with other applicable aspects of the EGUV Regulations and will not materially impact existing or future developments within the EGUV zoning district.

8.3 Compliance with Project Approvals. Once approved, this Agreement, the subsequent associated BSP and MDP, and all other governmental approvals (e.g., SEPA determination, building permits, etc.) required for development of the Project shall collectively comprise the "Project Approvals." The Project shall comply with the Project Approvals in all particulars, and City may take enforcement action in accordance with Section 15 at any time to compel such compliance.

8.4 Binding Nature of Development Agreement; Vested Term; Vested Rights. This Agreement shall constitute a binding development regulation for the Project and Property for purposes of the City's review of Binding Site Plan BS 15-65 and related applications received within 8 years of the effective date of this Agreement ("Vested Term"). During the Vested Term, Developer shall have the right to develop the Project in accordance with the terms of this Agreement and the Project Approvals regardless of intervening changes in the EGUV Regulations or other applicable development regulations. After the Vested Term, this Agreement shall continue to apply to the use of all development approved pursuant to this Agreement. Development applications received after the Vested Term or for different projects shall be subject to review under then applicable development regulations.

9.0 Occupancy of Buildings; Sale of Lots; Uses

9.1 Occupancy and Sale. There shall be no occupancy or use of the Project components, and no sale or lease of any lots, tracts or parcels created by the BSP, until (i) the BSP is recorded in accordance with the MCMC, and (ii) certificates of occupancy have been issued as required by the MCMC and Section 9.2.

9.2 Certificates of Occupancy. In addition to the requirements of the MCMC and the enforcement provisions set forth in Section 15, the City may withhold certificates of occupancy for all or any part of the Project until all building permit requirements and Project conditions of approval have been met to City's satisfaction.

9.3 Commercial Uses. Pursuant MCMC Section 17.19.040, residential uses are prohibited on the Property unless the residential uses are located above commercial uses. Consistent with the City's Comprehensive Plan, this restriction encourages a mix of residential and commercial uses that provide active pedestrian circulation and economic stability within the East Gateway Urban Village.

9.3.1 No Residential Accessory Uses. Except as otherwise expressly agreed in Section 9.3.2, the ground floor commercial space may not be used as an accessory to the Project's residential uses and access to the ground floor uses shall not be limited on the basis of residency within the Project.

9.3.2 Agreement Regarding Specific Commercial Uses Serving the Public and Residents. Notwithstanding the restriction set forth in Subsection 9.3.1 of this Agreement, the Parties recognize that there may be some commercial uses that can fulfill the intent of the EGUV Regulations, while also serving as accessories to the residential aspect of the Project. Specifically, Developer intends to operate a 1,000 square foot leasing office that will serve residents and potential residents (“Leasing Office”), and a 2,500 square foot space that will include a beauty parlor, kitchen, and fitness center for use by the Project’s residents (“Residential Amenity Space”). The Parties agree that the Leasing Office and Residential Amenity Space may be located on the ground floor of the Project, subject to the terms and conditions described in Section 9.3.2.1.

9.3.2.1 Terms of Commercial Property Leases. In exchange for the City allowing the Leasing Office and Residential Amenity Space on the ground floor, Developer will, in good faith, attempt to enter into a lease with a minimum term of 25 years for 2800 square feet of ground floor commercial space with an independent, City approved, non-profit senior center that offers recreational, social, and/or learning activities to community seniors, including residents and non-residents of the Property. Such lease will be on commercially reasonable terms and will provide that Developer will build the initial mutually-agreed upon tenant improvements for the space (including but not limited to walls, flooring, utility outlets, paint, doors, and trim) and lease the space to the senior center for no more than the Developer’s cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The senior center will be responsible for furnishing the space and operating its own senior oriented activities and programs. The senior center’s members will have access and use of the Residential Amenity Space (if any) operated by the Developer on such terms and conditions as Developer may establish for the use of such space. However, Developer may, in its discretion, exclude other members of the public from accessing the Residential Amenity Space.

In addition, Developer will lease to the City 500 square feet of ground floor commercial space to be used, maintained, and operated by the City as a public facing police satellite office. Such lease will be on commercially-reasonable terms and will provide that, among other things, Developer will build the initial tenant improvements for the space (including but not limited to walls, flooring, outlets, paint, doors) and lease the space to the City for no more than Developer’s cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The City will be responsible for furnishing the space and all operating and maintenance costs.

9.3.3 Effect of Failure to Lease. Developer will make a good faith effort to lease a portion of the ground floor commercial space to an independent non-profit senior center on terms consistent with those described above. In the event that Developer is not able to locate an interested independent non-profit senior center, the City may locate and provide potential applicants for consideration. In the event that Developer does not enter into a lease on mutually agreeable terms with an independent non-profit senior center, Developer will not be permitted to use the ground floor space for the Leasing Office or Residential Amenity Space, but may lease such space for other commercial uses permitted hereby and by the MCMC. In the event the senior center use commences and discontinues by the senior center terminating the lease as a result of Developer's default thereunder, Developer shall discontinue its use of the ground floor for a Leasing Office and Residential Amenity Space no later than six (6) months from the date the senior center discontinues operations and terminates the lease. The six (6) months may be extended by written agreement of the City if the Developer is actively seeking a replacement senior center tenant. In no event shall a casualty or condemnation or other interruption of use by a senior center tenant for any other reason other than Developer's default under its written lease with such tenant in any way diminish Developer's rights to use the other ground floor commercial space as a Leasing Office or Residential Amenity Space or such other commercial uses as may be permitted hereunder and under the MCMC.

10.0 Transportation and Traffic Requirements

10.1 City and County Traffic System Impact Mitigation Requirements. Traffic impacts and mitigation fees will be analyzed and determined by the Developer, City and Snohomish County through the City's SEPA and development review process and in accordance with the Engineering Study per Section 8.2.

10.2 Construction of 132nd Street SE Improvements. Developer shall construct or pay to construct all 132nd Street SE frontage and related access point improvements required by the Washington State Department of Transportation and the Engineering Study per Section 8.2. The design, construction, and operation of the improvements are subject to the review and approval of the Washington State Department of Transportation.

10.3 Dedication of Road Right-of-Way. In accordance with MCMC Chapter 16.14, Developer shall dedicate or cause to be dedicated to the City the full width of the public Right-of-Way depicted in Exhibit C as "Road A" and "Road B" as such widths and alignments are contemplated in the Engineering Study, except to the extent deviations are permitted by Section 8.2. Dedication shall be completed either by (i) showing the dedication on the face of the BSP for the Project; or (ii) by separate dedication deed or easement approved and accepted by City before the BSP is released for recording. Developer is solely responsible for negotiating all necessary legal interests from underlying property owners of the public Right-of-Way in order to accomplish the required dedication.

10.4 On-Site Road Construction. Developer shall design and construct the full width of the public roadway improvements on the property dedicated pursuant to Section 10.3 ("Road Construction"). The Road Construction shall comply with all applicable EGUV Regulations, including but not limited to MCMC Chapter 16.16, the current version of the Mill Creek Design and Construction Standard Plans, Design Guidelines, and the Engineering Study. The Road Construction shall include the (i) full width of the street and sidewalk cross section; (ii) on-street parking as approved by City; (iii) street and pedestrian lighting; (iv) stormwater and drainage facilities; (v) street trees (grates and lighting conduit), landscaping and street furnishings; and (vi) signage and striping.

11.0 Parking Requirements

11.1 Parking Standards. Parking shall be provided consistent with the requirements established in MCMC Chapter 17.27.

11.2 Reciprocal Parking Covenant for Commercial Space Parking Stalls. The unified and mixed-use nature of the EGUV is designed to encourage pedestrian activity and discourage internal vehicle trips. The Developer shall grant a reciprocal parking covenant approved by City for the parking serving the Project's commercially designated parking stalls to the other commercially developed properties within the EGUV that provide an equivalent reciprocal agreement. The parking covenant shall be shown on the face of the BSP.

11.3 Use of Commercial Parking Facilities. Developer will actively manage the use of parking, as approved by the Hearing Examiner in the Binding Site Plan, to ensure the stalls required to be available for commercial uses will not be used by residents, guests, and staff of the Project's residential units during the operating hours of the Project's commercial businesses. The Hearing Examiner may require as a condition of approval of the BSP a parking management plan that provides an enforceable method of requiring residents, their guests, and employees to park only in areas dedicated to serving the residential portion of the Project. Use of the parking stalls dedicated to support the commercial uses shall be managed to ensure the spaces directly adjacent to commercial uses will be available for customers, and not used by staff and owners of the commercial businesses. Developer will update the parking management plan as necessary to ensure the parking stalls reserved for the customers, invitees and guests of commercial ground floor tenants remain available to such customers, invitees and guests.

12.0 Plazas, Public Gathering Areas, and Public Access

12.1 Required. Plazas and public gathering places shall be provided along the public roadway of the Project pursuant to MCMC Chapter 17.19 and the Design Guidelines. Plazas shall incorporate informal public seating areas, sidewalks, and other public spaces on the Property consistent with the EGUV Illustrative Plan, Design Guidelines, and Comprehensive Plan. Plazas and public gathering spaces are subject to review and approval of the Design Review Board prior to the issuance of a building permit.

12.2 Plazas and Public Gathering Areas Infrastructure and Furnishings. The Developer shall design, obtain and install infrastructure and furnishings in Plazas, subject to provisions of the Design Guidelines and MCMC Chapter 17.34. Plaza design and furnishings are subject to review and approval of the Mill Creek Design Review Board. Maintenance and replacement of infrastructure and furnishings shall be the responsibility of Developer.

12.3 Public Access. Developer shall grant a public access easement allowing public access to, over and across the roadway buffer and perimeter trail as well as through the private drive aisles and sidewalks to allow public access from the public roadway to the perimeter trail as contained on the approved BSP. All public access easements, locations, and types shall be described and shown on the face of the BSP.

13.0 Maintenance Responsibilities

13.1 Developer Responsibilities. Developer and its assigns shall be responsible for the following ongoing maintenance obligations: (i) oversee and coordinate the use and maintenance of, and activities and events held on the privately-owned open spaces within the EGUV; (ii) maintain improvements in the public right-of-way in accordance with MCMC Chapters 12.06 and 17.24, including the public right-of-way area between the street curbs and property lines: sidewalks, plazas and open spaces, canopies, all landscaping including tree grates, trash cans including daily servicing, benches and all outdoor furniture, (iii) maintain the Property; and (iv) maintain all drainage facilities on the Property outside the public right-of-way.

13.1.1 Multiple Owners. To the extent there are multiple owners of the Property (e.g., commercial units are operated under separate ownership from residential uses), the multiple owners shall designate a single contact for the City to address enforcement of Section 13.1 of this Agreement. The multiple owners are encouraged to enter into maintenance and cost sharing agreements that equitably distribute the cost of the obligations in Section 13.1. However, notwithstanding any agreement between the multiple owners, all owners of the Property shall remain jointly and severally responsible to the City for compliance with Section 13.1 of this Agreement.

13.2 City Responsibilities. City shall be responsible for the following ongoing maintenance obligations within the publicly-owned right-of-way except as noted in Section 13.1: streets, pavement, curbs, gutters, structural sidewalk repairs, lighting, on-street parking, raised crosswalks, street signage, channelization, and drainage facilities.

14.0 Transfer of Property

14.1 Authority to Transfer. Developer's right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for the Property shall not be infringed by this Agreement, provided any such transfer, sale, etc. shall be subject to the terms, conditions, rights, duties and obligations of all development approvals pertaining to the Property, and specifically including this Agreement, the MDP, and Project Approvals.

Developer and any subsequent transferor shall give actual notice and copies to the transferee of all development approvals and related documents.

14.2 Obligations of Successors. This Agreement, the MDP, all Project Approvals and Developer obligations shall be binding on all subsequent owners, purchasers, lessees, lessors, tenants, and transferees of every nature of the Property.

15.0 Enforcement Authority; Police Power; Penalties

15.1 Enforcement Authority. City may enforce this Agreement, the BSP, the MDP, the Project Approvals, and all other related approvals for development of the Property, in whole or in part, in any manner allowed by law and this Agreement. Developer and every future property owner shall be fully responsible for compliance with and full and complete performance of the foregoing.

15.2 Police Power. Except to the extent necessary to comply with RCW 36.70B.170 et seq., the limitations of which shall expire at the end of the Vested Term, nothing in this Agreement shall limit, waive or release, or be construed to limit, waive or release, City's municipal duties, responsibilities or enforcement authority of any kind, including its police power authority and its condemnation authority, whether arising under the MCMC, state or federal law, Washington constitution, or any other source of lawful authority.

15.3 Penalties. Without limiting the foregoing subsections, the City may take any or all of the following enforcement actions, and may impose any or all of the following penalties for failure to comply with this Agreement:

15.3.1 Stop action on any pending permits or approvals by Developer or a related entity.

15.3.2 Stop action on any pending permits or approvals pertaining to the Property.

15.3.3 Withhold certificates of occupancy pursuant to Section 9.

15.3.4 Require cash deposits or other security to ensure future performance and compliance.

16.0 Conflicts; Dispute Resolution

16.1 Conflicts. In the event of an internal conflict between any of the terms and conditions of this Agreement or between this Agreement and any Project Approvals, the most restrictive shall apply as determined by City, unless City and Developer agree otherwise.

16.2 Disputes. In the event of a dispute between the Parties about the application or interpretation of this Agreement, principals for City and Developer shall promptly meet and attempt to resolve the issue. If that is not successful, the Parties shall promptly apply for and schedule a mediation using JAMS, WAMS, JDR or a similar mediation service. Each Party shall

pay its own costs and expenses and one-half the mediator's cost. If that is not successful, Developer shall request an official interpretation from the Director of Community and Economic Development pursuant to MCMC Sections 14.09.010(A)(7) or (8). Developer may appeal said interpretation as provided in the MCMC.

17.0 Modification; Termination

17.1 Modification. This Agreement may be modified only upon mutual consent of the Mill Creek City Council and Developer. Either Party may seek a modification by giving written notice thereof to the other Party. No Party is obligated to agree to any modification of this Agreement. Modification may require compliance with the public notice and hearing requirements of RCW 36.70B.200 et seq. or other applicable laws then in effect.

17.2 Termination. This Agreement may not be terminated except upon mutual consent of the Mill Creek City Council and Developer or order of a court having competent jurisdiction.

17.3 Continuation. After the Vested Term, this Agreement shall continue in whole as an applicable development regulation for the Property, provided that City may change, and Developer may request changes in, all or any portion of the Agreement or land use characteristics of the Property in accordance with then-applicable rules for making land use changes.

18.0 Authority to Approve Agreement

18.1 By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authority and/or applicable city or state law to authorize such act, and that its execution of this Agreement is knowing, voluntary, made upon consultation with legal counsel, and is valid and binding for all purposes.

18.2 In the case of City, the Mill Creek City Council has found that this Agreement is in the public interest and furthers the public health, safety and welfare, all as set forth in Council Ordinance 2015-_____.

19.0 General Terms

19.1 Integration. This Agreement constitutes the entire agreement between the Parties as to the subject matter herein. No prior oral or written agreements respecting same shall be valid, and any such agreements shall be considered to be merged and subsumed herein.

19.2 Consent and Waiver. Developer acknowledges and agrees that construction and dedication of the public ROW, public pedestrian easement dedications, creation of public open space areas (together with furnishings and infrastructure), and other Developer actions listed above (i) constitute lawful and appropriate dedications and/or uses of land under MCMC Titles 14 – 18 and applicable state law, specifically including but not limited to MCMC 18.04.220(B), MCMC 18.04.220(D), RCW Chapter 43.21C, RCW Chapter 58.17, and RCW Chapter 36.70B;

(ii) meet and/or satisfy the requirements, obligations and scope of actions set forth in said laws, and/or have been made by the voluntary act of Developer for its benefit and to enhance the success of the Project; and (iii) are binding on Developer.

19.3 Venue. Venue for all disputes arising under or connected with this Agreement and Project Approvals shall be in the Superior Court for Snohomish County. This Agreement and the Project Approvals shall be governed and interpreted in accordance with Washington law.

19.4 Effective Date. The effective date of this Agreement shall be [REDACTED], 2015 ("Effective Date").

19.5 Covenant Running with Land. From and after the Effective Date, this Agreement shall be a covenant running with the Property and/or an equitable servitude on the Property, and shall be binding on the Parties and their successors and assigns, and on all subsequent owners, purchasers, lessees or lessors, tenants, transferees, and transferors of every nature as set forth herein.

19.6 Authority. The parties each represent and warrant that they have full power and actual authority to enter into this Agreement and carry out all actions required of them by this Agreement. All persons executing this Agreement in their representative capacities represent and warrant that they have full power and authority to bind their respective organizations.

19.7 Responsibility. Developer is responsible for compliance with this Agreement. Any act or omission required of or permitted by Developer hereunder may be taken by Developer's authorized agents, contractors or employees, but Developer shall not thereby be relieved of its responsibility or liability to City under this Agreement.

19.8 Attorneys Fees. In any action arising under or related to this Agreement, the prevailing Party shall be entitled to be paid its reasonable attorney's fees, expenses and costs by the non-prevailing Party, whether in arbitration, at trial, on appeal, bankruptcy proceeding, or other legal action.

19.9 Third Parties. This Agreement is entered into for the sole benefit of the Parties. There are no third party beneficiaries to this Agreement.

19.10 Severability. If any section, sentence, clause or portion of this Agreement is declared unlawful or unconstitutional for any reason, the Parties intend that the remainder of this Agreement shall continue in full force and effect.

20.0 Exhibits

20.1 The following exhibits are attached and incorporated into this Agreement by this reference as though fully set forth herein:

- Exhibit A: Property Legal Descriptions
- Exhibit B: Tax Parcel Map
- Exhibit C: Conceptual Map of Binding Site Plan (BS 15-65)
- Exhibit D: EGUV Engineering Study

City of Mill Creek:

Developer: Vintage at Mill Creek, LLC

Rebecca Polizzotto, City Manager

By: _____
Its: _____
Ryan Patterson

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Shane Moloney City Attorney

Attorney for

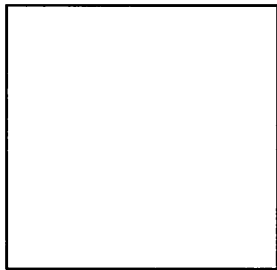
Owner:

Robert J. Mollgaard

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss:

I certify that I know or have satisfactory evidence that City Manager is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager, of City of Mill Creek, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2015.

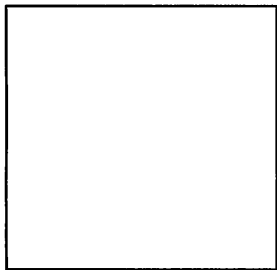


Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at: _____
My Appointment Expires: _____

STATE OF _____)
)
COUNTY OF _____) ss:

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____, of Vintage at Mill Creek, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2015.

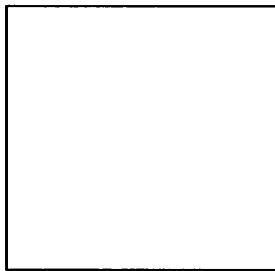


Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss:

On this day personally appeared before me Robert J. Mollgaard, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: _____, 2015.



Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at:

My Appointment Expires: _____

Exhibit A

Property Legal Description

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 28 NORTH, RANGE 5 EAST, W. M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EASTERLY 389 FEET AS MEASURED ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY QUIT CLAIM DEED RECORDED UNDER
AUDITOR'S FILE NO. 219641;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON FOR ROAD
PURPOSE THROUGH DEED RECORDED MARCH 27, 1992 UNDER RECORDING NO. 9203270216, RE RECORDED
BY DEED RECORDED JUNE 3, 1992 UNDER RECORDING NO. 9206030420.

Exhibit B Tax Parcel Map

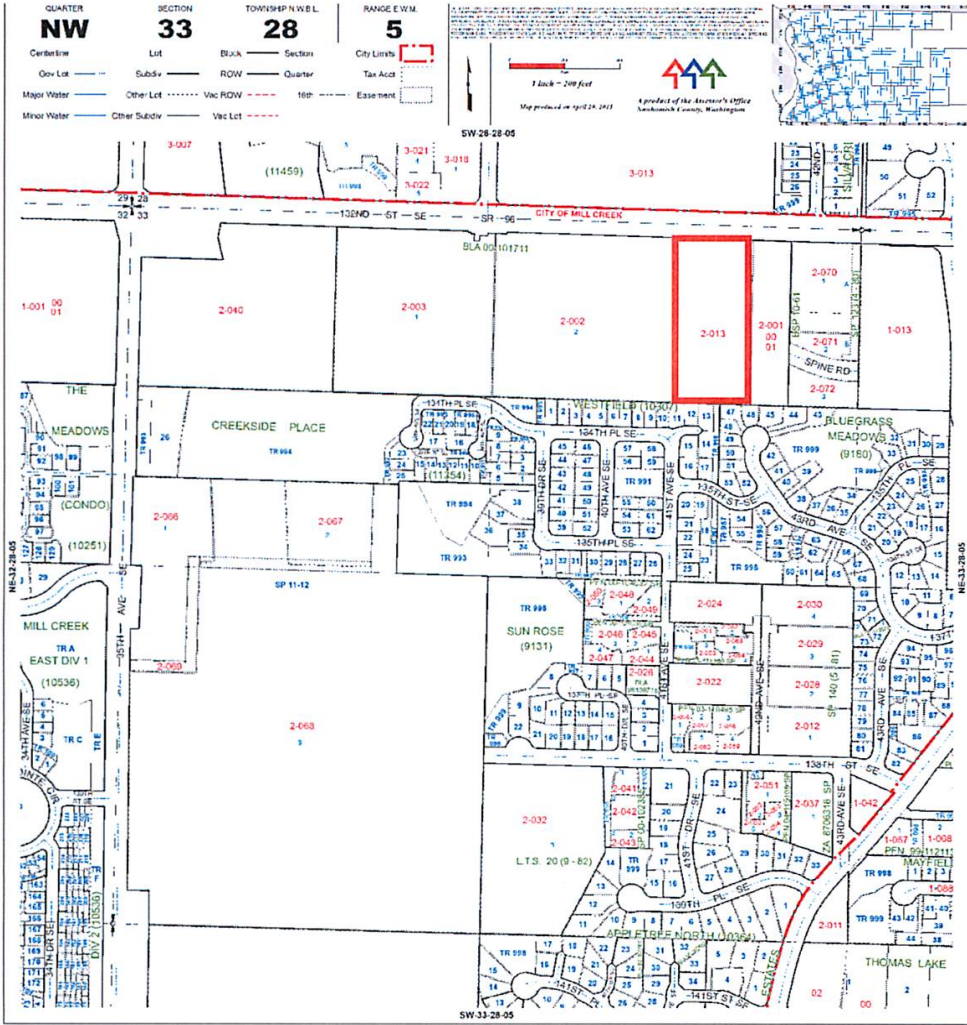
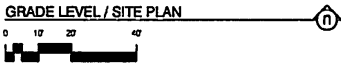
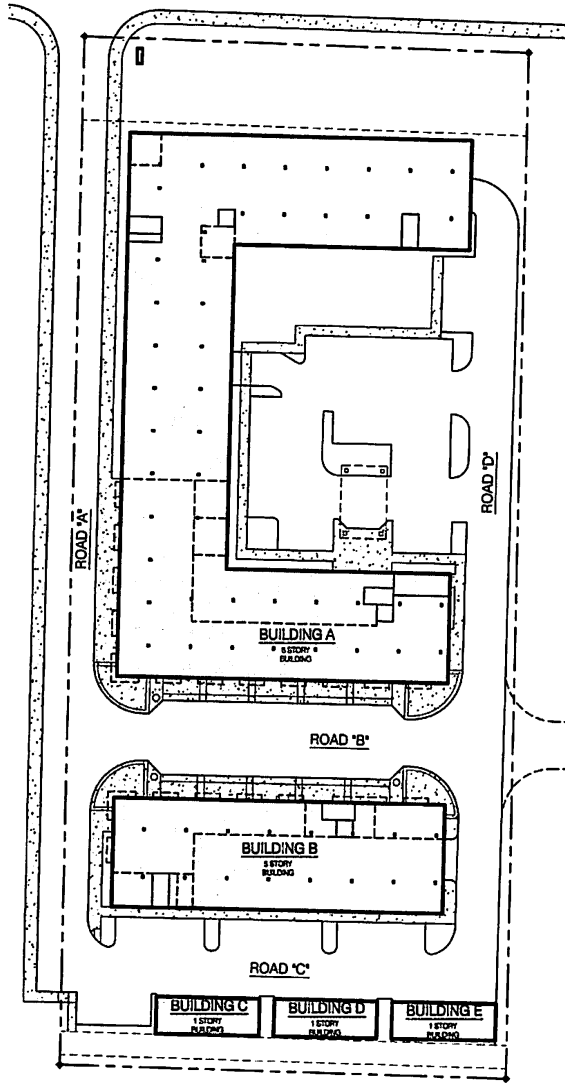


Exhibit C
Conceptual Map of
Binding Site Plan 15-65

132ND STREET S.E.



After recording return to:

Shane Moloney, City Attorney
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012

Document Title(s)	Development Agreement for BS 15-65 (EGUV)
Reference Number(s) of related documents	
Grantor(s)	City of Mill Creek Vintage at Mill Creek, LLC
Grantees(s)	Vintage at Mill Creek, LLC City of Mill Creek
Abbrev. Legal Description	The Northeast quarter of the Northeast quarter of the Northwest quarter of, Section 33, Township 28N, Range 5 E WM
Assessor's Property Tax Parcel/Account Number	28053300201300

**CONTRACT 2015-____
CITY OF MILL CREEK**

**DEVELOPMENT AGREEMENT
FOR THE
VINTAGE AT MILL CREEK, LLC
BINDING SITE PLAN (BS 15-65)
IN THE EAST GATEWAY URBAN VILLAGE**

1.0 Parties

1.1 This Development Agreement ("Agreement") is entered into on the Effective Date set forth below between the City of Mill Creek, a Washington municipal corporation having its principal place of business at 15728 Main Street, Mill Creek, Washington 98012 ("City"), and Vintage at Mill Creek, LLC, a Washington limited liability company, having its principal place of business at 369 San Miguel Drive, Suite #135, Newport Beach, California 92660-7813 ("Developer"). The City and Developer may be individually referred to as "Party" and collectively as the "Parties."

1.2 The Parties enter into this Agreement for and in consideration of the mutual benefits and advantages of this Agreement. The Parties agree to comply with all of the terms and conditions of this Agreement.

2.0 Purpose

2.1 Mill Creek Municipal Code ("MCMC") Section 17.19.020 requires every development in the East Gateway Urban Village ("EGUV") zoning district to obtain approval of a detailed master development plan. The detailed master development plan includes a binding site plan and a development agreement with the City. The development agreement is to be approved by the City Council and the binding site plan is to be reviewed and approved by the City's Hearing Examiner. The Hearing Examiner's decision is appealable to the City Council.

2.2 This Agreement serves as the development agreement for the Project (which is described in Section 5 .1). The Agreement is not intended to conflict with or supplant existing state and local regulations that otherwise govern the Project. This Agreement does not serve as an approval of any permit or any specific proposal within Developer's application for the Project. The Agreement sets forth negotiated terms and conditions applicable to future Project approvals and the ongoing obligations and rights of the parties after Project approval. These negotiated terms and conditions supplement the terms and conditions of the MCMC. Developer's proposed BSP (as defined in Section 5.1) remains subject to review and approval by the City's Hearing Examiner. After the BSP is approved, related permits (e.g. building and design review) will be subject to review and approval by those designated to review such permits (e.g. building code official and design review board).

2.3 The Parties acknowledge that this Agreement will benefit the Parties by assuring them of their respective rights, duties, obligations, privileges and commitments with regard to the Property and Project for the duration of this Agreement.

2.4 The terms and conditions of this Agreement apply to the Property and Project as defined and described herein.

3.0 Definitions

3.1 The following terms are initially defined and or described at the indicated sections of this Agreement:

- Binding Site Plan ("BSP") (Section 5.1)
- Commercial Property Use Agreement (Section 9.3)
- Design Guidelines (Section 8.2)
- East Gateway Urban Village ("EGUV") (Section 2.1)
- Effective Date (Section 19.4)
- EGUV Regulations (Section 8.2)
- Engineering Study (Section 8.2.3)
- Master Development Plan ("MDP") (Section 7.3)
- Mill Creek Municipal Code ("MCMC") (Section 2.1)
- Project (Section 5.1)
- Project Approvals (Section 8.3)
- Property (Section 4.1)
- Road Construction (Section 10.4)
- Vested Term (Section 8.4)

4.0 Property Description

4.1 The property which is the subject of this Agreement consists of the parcel legally described in attached **Exhibit A** ("Property"). Developer intends to purchase the Property from its current owner, Robert J. Mollgaard, as his separate estate ("Owner"). In the event that Developer purchases the Property from the Owner, and elects to proceed with the Project, this Agreement shall bind Developer and the Property pursuant to Section 19.5, below. A tax parcel map generally depicting the Property is attached as **Exhibit B**. References to "Property" shall include the Project described in Section 5.1 below.

4.2 The parcels comprising the Property bear Snohomish County tax parcel numbers ("TPN"): 28053300201300.

5.0 Project Description

5.1 Project Description. Developer has submitted a Binding Site Plan (“BSP”) application to develop the Property. The specific application is Binding Site Plan BS 15-65. The “Project” generally consists of subdividing one parcel for the purpose of developing two five-story buildings with commercial uses and parking on the ground floor plus residential units above (“Project”). The residential units will be restricted to residents 55 years of age or older. A map generally depicting the proposed Project is attached as **Exhibit C**.

6.0 Authority

6.1 Authority. This Agreement is a development agreement authorized by and entered into under the authority of MCMC Chapters 14.03 and 17.19, and the Revised Code of Washington (“RCW”) section 36.70B.170 et seq. This Agreement establishes certain terms and conditions pertaining to development of the Project and the Property, and establishes an overall framework for current and future development of the Property, but is not exclusive nor a comprehensive list of development requirements affecting the Property. Other requirements for development of the Property will be established during the review process for specific components of the EGUV Regulations described in Section 8.2 below and under the applicable provisions of the MCMC.

7.0 Development Review Procedures for Project

7.1 Approval of Agreement. This Agreement has been processed in accordance with RCW 36.70B.170 et seq. and MCMC 14.03.030. Approval of this Agreement by the Mill Creek City Council is required before any other development approvals affecting the Property may be heard, decided, or granted. Following execution by the Parties, City shall promptly record this Agreement with the Snohomish County Auditor's Office at Developer's expense. In the event that this Agreement is recorded and Developer does not acquire the Property or proceed with the Project, Developer and the City will execute and record any necessary termination document, and Developer will pay the costs of recording such termination.

7.2 Hearing Examiner Notice. In reviewing subsequent development applications for the Project or Property, the Mill Creek hearing examiner shall take notice of this Agreement and accord it the foregoing status under MCMC 4.34.030.

7.3 Project Review. Subsequent applications, approvals, and development actions for the Project, including the BSP and consistency review required for the Project under MCMC Section 17.19.030, environmental decisions, and all subsequent permits implementing the Project, shall be reviewed pursuant to the MCMC regulations existing on the vesting date for the application for any such action. No development approval shall be granted unless it is consistent with the MCMC, this Agreement and the EGUV Regulations (as defined in Section 8.2 below). This Agreement, any future approved BSP for the Project, and any future approved consistency review for the Project shall collectively comprise the master development plan (“MDP”) described in MCMC Sections 17.19.020 and .030.

8.0 Project Review and Evaluation; Vested Rights

8.1 Project Evaluation. The Project shall be reviewed in accordance with City's regular development review procedures. City shall use this Agreement and the EGUV Regulations specified below during the development review process as additional standards and criteria to evaluate the Project and determine appropriate conditions and requirements of development. Project approval and subsequent build out will require various City permits and approvals.

8.2 EGUV Regulations. The Project will be developed consistent with the following as applied during the development review process: (i) this Agreement; (ii) the version of Titles 16, 17, and 18 of the MCMC in effect on the date the Agreement is approved by the City Council; (iii) EGUV Design Guidelines adopted July 1, 2008 ("Design Guidelines"); (iv) Reid Middleton EGUV Infrastructure Design Report dated December 2012 ("Engineering Study") attached hereto as **Exhibit D**; (v) environmental decisions and documents issued for the Project under the State Environmental Policy Act, RCW Chapter 43.21C, and/or MCMC Chapter 18.04 (collectively "SEPA"); (vi) the version of the Mill Creek Comprehensive Plan in effect on the date the Agreement is approved by the City Council; and (vii) other applicable City, state, or federal regulations as those regulations exist and apply at the time of development or a vested application therefore (e.g. building permits will be subject to the building codes in effect at the time a building permit is applied for). All of the foregoing comprise development regulations within the meaning of RCW 36.70A.030 and shall collectively comprise and be referred to as the "EGUV Regulations." Without limiting foregoing, the following components of the EGUV Regulations are emphasized for clarity:

8.2.1 Applicable Regulations. All applicable regulations in the MCMC on the effective date of this Agreement or the vesting date of any subsequent application pertaining to the Project shall apply to the Project, except as may be changed by this Agreement.

8.2.2 EGUV Design Guidelines. All structures and facilities comprising the Project shall comply with the Design Guidelines as adopted by the City Council on July 1, 2008, in City Council Ordinance No. 2008-684.

8.2.3 Engineering Study. The Engineering Study shall be used as the design guideline for the public roadway alignment, access management, traffic impacts and analysis, regional drainage facilities if coordinating with adjacent property owners, public infrastructure facilities, and utility coordination. All required public infrastructure, facilities and mitigation arising from the Project shall be consistent with the Engineering Study, except the Parties agree the alignment of Road B as depicted on **Exhibit C** is an approved deviation from the alignment of that road as contemplated within the Engineering Study.¹ The City Manager, or designee, in

¹ With the exception of the alignment of Road B, project elements depicted in Exhibit C (e.g. parking, buffers, setbacks, open space, building locations) are provided for conceptual purposes only. The Hearing Examiner shall determine whether such elements comply with applicable EGUV Regulations.

his or her sole discretion may authorize additional deviations from the Engineering Study to the extent such deviations do not prevent the Project from complying with other applicable aspects of the EGUV Regulations and will not materially impact existing or future developments within the EGUV zoning district.

8.3 Compliance with Project Approvals. Once approved, this Agreement, the subsequent associated BSP and MDP, and all other governmental approvals (e.g., SEPA determination, building permits, etc.) required for development of the Project shall collectively comprise the "Project Approvals." The Project shall comply with the Project Approvals in all particulars, and City may take enforcement action in accordance with Section 15 at any time to compel such compliance.

8.4 Binding Nature of Development Agreement; Vested Term; Vested Rights. This Agreement shall constitute a binding development regulation for the Project and Property for purposes of the City's review of Binding Site Plan BS 15-65 and related applications received within 8 years of the effective date of this Agreement ("Vested Term"). During the Vested Term, Developer shall have the right to develop the Project in accordance with the terms of this Agreement and the Project Approvals regardless of intervening changes in the EGUV Regulations or other applicable development regulations. After the Vested Term, this Agreement shall continue to apply to the use of all development approved pursuant to this Agreement. Development applications received after the Vested Term or for different projects shall be subject to review under then applicable development regulations.

9.0 Occupancy of Buildings; Sale of Lots; Uses

9.1 Occupancy and Sale. There shall be no occupancy or use of the Project components, and no sale or lease of any lots, tracts or parcels created by the BSP, until (i) the BSP is recorded in accordance with the MCMC, and (ii) certificates of occupancy have been issued as required by the MCMC and Section 9.2.

9.2 Certificates of Occupancy. In addition to the requirements of the MCMC and the enforcement provisions set forth in Section 15, the City may withhold certificates of occupancy for all or any part of the Project until all building permit requirements and Project conditions of approval have been met to City's satisfaction.

9.3 Commercial Uses. Pursuant MCMC Section 17.19.040, residential uses are prohibited on the Property unless the residential uses are located above commercial uses. Consistent with the City's Comprehensive Plan, this restriction encourages a mix of residential and commercial uses that provide active pedestrian circulation and economic stability within the East Gateway Urban Village.

9.3.1 No Residential Accessory Uses. Except as otherwise expressly agreed in Section 9.3.2, the ground floor commercial space may not be used as an accessory to the Project's residential uses and access to the ground floor uses shall not be limited on the basis of residency within the Project.

9.3.2 Agreement Regarding Specific Commercial Uses Serving the Public and Residents. Notwithstanding the restriction set forth in Subsection 9.3.1 of this Agreement, the Parties recognize that there may be some commercial uses that can fulfill the intent of the EGUV Regulations, while also serving as accessories to the residential aspect of the Project. Specifically, Developer intends to operate a 1,000 square foot leasing office that will serve residents and potential residents (“Leasing Office”), and a 2,500 square foot space that will include a beauty parlor, kitchen, and fitness center for use by the Project’s residents (“Residential Amenity Space”). The Parties agree that the Leasing Office and Residential Amenity Space may be located on the ground floor of the Project, subject to the terms and conditions described in Section 9.3.2.1.

9.3.2.1 Terms of Commercial Property Leases. In exchange for the City allowing the Leasing Office and Residential Amenity Space on the ground floor, Developer will, in good faith, attempt to enter into a lease with a minimum term of 25 years for 2800 square feet of ground floor commercial space with an independent, City approved, non-profit senior center that offers recreational, social, and/or learning activities to community seniors, including residents and non-residents of the Property. Such lease will be on commercially reasonable terms and will provide that Developer will build the initial mutually-agreed upon tenant improvements for the space (including but not limited to walls, flooring, utility outlets, paint, doors, and trim) and lease the space to the senior center for no more than the Developer’s cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The senior center will be responsible for furnishing the space and operating its own senior oriented activities and programs. The senior center’s members will have access and use of the Residential Amenity Space (if any) operated by the Developer on such terms and conditions as Developer may establish for the use of such space. However, Developer may, in its discretion, exclude other members of the public from accessing the Residential Amenity Space.

In addition, Developer will lease to the City 500 square feet of ground floor commercial space to be used, maintained, and operated by the City as a public facing police satellite office. Such lease will be on commercially-reasonable terms and will provide that, among other things, Developer will build the initial tenant improvements for the space (including but not limited to walls, flooring, outlets, paint, doors) and lease the space to the City for no more than Developer’s cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The City will be responsible for furnishing the space and all operating and maintenance costs.

9.3.3 Effect of Failure to Lease. Developer will make a good faith effort to lease a portion of the ground floor commercial space to an independent non-profit senior center on terms consistent with those described above. In the event that Developer is not able to locate an interested independent non-profit senior center, the City may locate and provide potential applicants for consideration. In the event that Developer does not enter into a lease on mutually agreeable terms with an independent non-profit senior center, Developer will not be permitted to use the ground floor space for the Leasing Office or Residential Amenity Space, but may lease such space for other commercial uses permitted hereby and by the MCMC. In the event the senior center use commences and discontinues by the senior center terminating the lease as a result of Developer's default thereunder, Developer shall discontinue its use of the ground floor for a Leasing Office and Residential Amenity Space no later than six (6) months from the date the senior center discontinues operations and terminates the lease. The six (6) months may be extended by written agreement of the City if the Developer is actively seeking a replacement senior center tenant. In no event shall a casualty or condemnation or other interruption of use by a senior center tenant for any other reason other than Developer's default under its written lease with such tenant in any way diminish Developer's rights to use the other ground floor commercial space as a Leasing Office or Residential Amenity Space or such other commercial uses as may be permitted hereunder and under the MCMC.

10.0 Transportation and Traffic Requirements

10.1 City and County Traffic System Impact Mitigation Requirements. Traffic impacts and mitigation fees will be analyzed and determined by the Developer, City and Snohomish County through the City's SEPA and development review process and in accordance with the Engineering Study per Section 8.2.

10.2 Construction of 132nd Street SE Improvements. Developer shall construct or pay to construct all 132nd Street SE frontage and related access point improvements required by the Washington State Department of Transportation and the Engineering Study per Section 8.2. The design, construction, and operation of the improvements are subject to the review and approval of the Washington State Department of Transportation.

10.3 Dedication of Road Right-of-Way. In accordance with MCMC Chapter 16.14, Developer shall dedicate or cause to be dedicated to the City the full width of the public Right-of-Way depicted in Exhibit C as "Road A" and "Road B" as such widths and alignments are contemplated in the Engineering Study, except to the extent deviations are permitted by Section 8.2. Dedication shall be completed either by (i) showing the dedication on the face of the BSP for the Project; or (ii) by separate dedication deed or easement approved and accepted by City before the BSP is released for recording. Developer is solely responsible for negotiating all necessary legal interests from underlying property owners of the public Right-of-Way in order to accomplish the required dedication.

10.4 On-Site Road Construction. Developer shall design and construct the full width of the public roadway improvements on the property dedicated pursuant to Section 10.3 ("Road Construction"). The Road Construction shall comply with all applicable EGUV Regulations, including but not limited to MCMC Chapter 16.16, the current version of the Mill Creek Design and Construction Standard Plans, Design Guidelines, and the Engineering Study. The Road Construction shall include the (i) full width of the street and sidewalk cross section; (ii) on-street parking as approved by City; (iii) street and pedestrian lighting; (iv) stormwater and drainage facilities; (v) street trees (grates and lighting conduit), landscaping and street furnishings; and (vi) signage and striping.

11.0 Parking Requirements

11.1 Parking Standards. Parking shall be provided consistent with the requirements established in MCMC Chapter 17.27.

11.2 Reciprocal Parking Covenant for Commercial Space Parking Stalls. The unified and mixed-use nature of the EGUV is designed to encourage pedestrian activity and discourage internal vehicle trips. The Developer shall grant a reciprocal parking covenant approved by City for the parking serving the Project's commercially designated parking stalls to the other commercially developed properties within the EGUV that provide an equivalent reciprocal agreement. The parking covenant shall be shown on the face of the BSP.

11.3 Use of Commercial Parking Facilities. Developer will actively manage the use of parking, as approved by the Hearing Examiner in the Binding Site Plan, to ensure the stalls required to be available for commercial uses will not be used by residents, guests, and staff of the Project's residential units during the operating hours of the Project's commercial businesses. The Hearing Examiner may require as a condition of approval of the BSP a parking management plan that provides an enforceable method of requiring residents, their guests, and employees to park only in areas dedicated to serving the residential portion of the Project. Use of the parking stalls dedicated to support the commercial uses shall be managed to ensure the spaces directly adjacent to commercial uses will be available for customers, and not used by staff and owners of the commercial businesses. Developer will update the parking management plan as necessary to ensure the parking stalls reserved for the customers, invitees and guests of commercial ground floor tenants remain available to such customers, invitees and guests.

12.0 Plazas, Public Gathering Areas, and Public Access

12.1 Required. Plazas and public gathering places shall be provided along the public roadway of the Project pursuant to MCMC Chapter 17.19 and the Design Guidelines. Plazas shall incorporate informal public seating areas, sidewalks, and other public spaces on the Property consistent with the EGUV Illustrative Plan, Design Guidelines, and Comprehensive Plan. Plazas and public gathering spaces are subject to review and approval of the Design Review Board prior to the issuance of a building permit.

12.2 Plazas and Public Gathering Areas Infrastructure and Furnishings. The Developer shall design, obtain and install infrastructure and furnishings in Plazas, subject to provisions of the Design Guidelines and MCMC Chapter 17.34. Plaza design and furnishings are subject to review and approval of the Mill Creek Design Review Board. Maintenance and replacement of infrastructure and furnishings shall be the responsibility of Developer.

12.3 Public Access. Developer shall grant a public access easement allowing public access to, over and across the roadway buffer and perimeter trail as well as through the private drive aisles and sidewalks to allow public access from the public roadway to the perimeter trail as contained on the approved BSP. All public access easements, locations, and types shall be described and shown on the face of the BSP.

13.0 Maintenance Responsibilities

13.1 Developer Responsibilities. Developer and its assigns shall be responsible for the following ongoing maintenance obligations: (i) oversee and coordinate the use and maintenance of, and activities and events held on the privately-owned open spaces within the EGUV; (ii) maintain improvements in the public right-of-way in accordance with MCMC Chapters 12.06 and 17.24, including the public right-of-way area between the street curbs and property lines: sidewalks, plazas and open spaces, canopies, all landscaping including tree grates, trash cans including daily servicing, benches and all outdoor furniture, (iii) maintain the Property; and (iv) maintain all drainage facilities on the Property outside the public right-of-way.

13.1.1 Multiple Owners. To the extent there are multiple owners of the Property (e.g., commercial units are operated under separate ownership from residential uses), the multiple owners shall designate a single contact for the City to address enforcement of Section 13.1 of this Agreement. The multiple owners are encouraged to enter into maintenance and cost sharing agreements that equitably distribute the cost of the obligations in Section 13.1. However, notwithstanding any agreement between the multiple owners, all owners of the Property shall remain jointly and severally responsible to the City for compliance with Section 13.1 of this Agreement.

13.2 City Responsibilities. City shall be responsible for the following ongoing maintenance obligations within the publicly-owned right-of-way except as noted in Section 13.1: streets, pavement, curbs, gutters, structural sidewalk repairs, lighting, on-street parking, raised crosswalks, street signage, channelization, and drainage facilities.

14.0 Transfer of Property

14.1 Authority to Transfer. Developer's right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for the Property shall not be infringed by this Agreement, provided any such transfer, sale, etc. shall be subject to the terms, conditions, rights, duties and obligations of all development approvals pertaining to the Property, and specifically including this Agreement, the MDP, and Project Approvals.

Developer and any subsequent transferor shall give actual notice and copies to the transferee of all development approvals and related documents.

14.2 Obligations of Successors. This Agreement, the MDP, all Project Approvals and Developer obligations shall be binding on all subsequent owners, purchasers, lessees, lessors, tenants, and transferees of every nature of the Property.

15.0 Enforcement Authority; Police Power; Penalties

15.1 Enforcement Authority. City may enforce this Agreement, the BSP, the MDP, the Project Approvals, and all other related approvals for development of the Property, in whole or in part, in any manner allowed by law and this Agreement. Developer and every future property owner shall be fully responsible for compliance with and full and complete performance of the foregoing.

15.2 Police Power. Except to the extent necessary to comply with RCW 36.70B.170 et seq., the limitations of which shall expire at the end of the Vested Term, nothing in this Agreement shall limit, waive or release, or be construed to limit, waive or release, City's municipal duties, responsibilities or enforcement authority of any kind, including its police power authority and its condemnation authority, whether arising under the MCMC, state or federal law, Washington constitution, or any other source of lawful authority.

15.3 Penalties. Without limiting the foregoing subsections, the City may take any or all of the following enforcement actions, and may impose any or all of the following penalties for failure to comply with this Agreement:

15.3.1 Stop action on any pending permits or approvals by Developer or a related entity.

15.3.2 Stop action on any pending permits or approvals pertaining to the Property.

15.3.3 Withhold certificates of occupancy pursuant to Section 9.

15.3.4 Require cash deposits or other security to ensure future performance and compliance.

16.0 Conflicts; Dispute Resolution

16.1 Conflicts. In the event of an internal conflict between any of the terms and conditions of this Agreement or between this Agreement and any Project Approvals, the most restrictive shall apply as determined by City, unless City and Developer agree otherwise.

16.2 Disputes. In the event of a dispute between the Parties about the application or interpretation of this Agreement, principals for City and Developer shall promptly meet and attempt to resolve the issue. If that is not successful, the Parties shall promptly apply for and schedule a mediation using JAMS, WAMS, JDR or a similar mediation service. Each Party shall

pay its own costs and expenses and one-half the mediator's cost. If that is not successful, Developer shall request an official interpretation from the Director of Community and Economic Development pursuant to MCMC Sections 14.09.010(A)(7) or (8). Developer may appeal said interpretation as provided in the MCMC.

17.0 Modification; Termination

17.1 Modification. This Agreement may be modified only upon mutual consent of the Mill Creek City Council and Developer. Either Party may seek a modification by giving written notice thereof to the other Party. No Party is obligated to agree to any modification of this Agreement. Modification may require compliance with the public notice and hearing requirements of RCW 36.70B.200 et seq. or other applicable laws then in effect.

17.2 Termination. This Agreement may not be terminated except upon mutual consent of the Mill Creek City Council and Developer or order of a court having competent jurisdiction.

17.3 Continuation. After the Vested Term, this Agreement shall continue in whole as an applicable development regulation for the Property, provided that City may change, and Developer may request changes in, all or any portion of the Agreement or land use characteristics of the Property in accordance with then-applicable rules for making land use changes.

18.0 Authority to Approve Agreement

18.1 By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authority and/or applicable city or state law to authorize such act, and that its execution of this Agreement is knowing, voluntary, made upon consultation with legal counsel, and is valid and binding for all purposes.

18.2 In the case of City, the Mill Creek City Council has found that this Agreement is in the public interest and furthers the public health, safety and welfare, all as set forth in Council Ordinance 2015-_____.

19.0 General Terms

19.1 Integration. This Agreement constitutes the entire agreement between the Parties as to the subject matter herein. No prior oral or written agreements respecting same shall be valid, and any such agreements shall be considered to be merged and subsumed herein.

19.2 Consent and Waiver. Developer acknowledges and agrees that construction and dedication of the public ROW, public pedestrian easement dedications, creation of public open space areas (together with furnishings and infrastructure), and other Developer actions listed above (i) constitute lawful and appropriate dedications and/or uses of land under MCMC Titles 14 – 18 and applicable state law, specifically including but not limited to MCMC 18.04.220(B), MCMC 18.04.220(D), RCW Chapter 43.21C, RCW Chapter 58.17, and RCW Chapter 36.70B;

(ii) meet and/or satisfy the requirements, obligations and scope of actions set forth in said laws, and/or have been made by the voluntary act of Developer for its benefit and to enhance the success of the Project; and (iii) are binding on Developer.

19.3 Venue. Venue for all disputes arising under or connected with this Agreement and Project Approvals shall be in the Superior Court for Snohomish County. This Agreement and the Project Approvals shall be governed and interpreted in accordance with Washington law.

19.4 Effective Date. The effective date of this Agreement shall be _____, 2015 ("Effective Date").

19.5 Covenant Running with Land. From and after the Effective Date, this Agreement shall be a covenant running with the Property and/or an equitable servitude on the Property, and shall be binding on the Parties and their successors and assigns, and on all subsequent owners, purchasers, lessees or lessors, tenants, transferees, and transferors of every nature as set forth herein.

19.6 Authority. The parties each represent and warrant that they have full power and actual authority to enter into this Agreement and carry out all actions required of them by this Agreement. All persons executing this Agreement in their representative capacities represent and warrant that they have full power and authority to bind their respective organizations.

19.7 Responsibility. Developer is responsible for compliance with this Agreement. Any act or omission required of or permitted by Developer hereunder may be taken by Developer's authorized agents, contractors or employees, but Developer shall not thereby be relieved of its responsibility or liability to City under this Agreement.

19.8 Attorneys Fees. In any action arising under or related to this Agreement, the prevailing Party shall be entitled to be paid its reasonable attorney's fees, expenses and costs by the non-prevailing Party, whether in arbitration, at trial, on appeal, bankruptcy proceeding, or other legal action.

19.9 Third Parties. This Agreement is entered into for the sole benefit of the Parties. There are no third party beneficiaries to this Agreement.

19.10 Severability. If any section, sentence, clause or portion of this Agreement is declared unlawful or unconstitutional for any reason, the Parties intend that the remainder of this Agreement shall continue in full force and effect.

20.0 Exhibits

20.1 The following exhibits are attached and incorporated into this Agreement by this reference as though fully set forth herein:

- Exhibit A: Property Legal Descriptions
- Exhibit B: Tax Parcel Map
- Exhibit C: Conceptual Map of Binding Site Plan (BS 15-65)
- Exhibit D: EGUV Engineering Study

City of Mill Creek:

Developer: Vintage at Mill Creek, LLC

Rebecca Polizzotto, City Manager

By: _____
Its: _____
Ryan Patterson

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Shane Moloney City Attorney

Attorney for

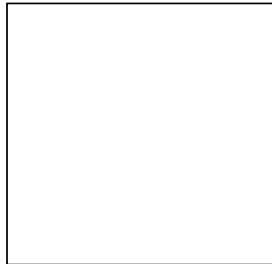
Owner:

Robert J. Mollgaard

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss:

I certify that I know or have satisfactory evidence that City Manager is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager, of City of Mill Creek, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2015.



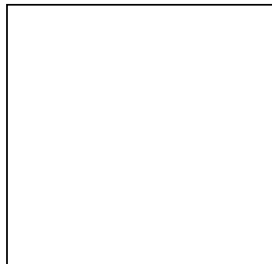
Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at:

My Appointment Expires: _____

STATE OF _____)
)
COUNTY OF _____) ss:

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____, of Vintage at Mill Creek, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2015.



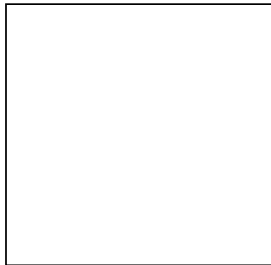
Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at:

My Appointment Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss:

On this day personally appeared before me Robert J. Mollgaard, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: _____, 2015.



Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at:

My Appointment Expires: _____

Exhibit A

Property Legal Description

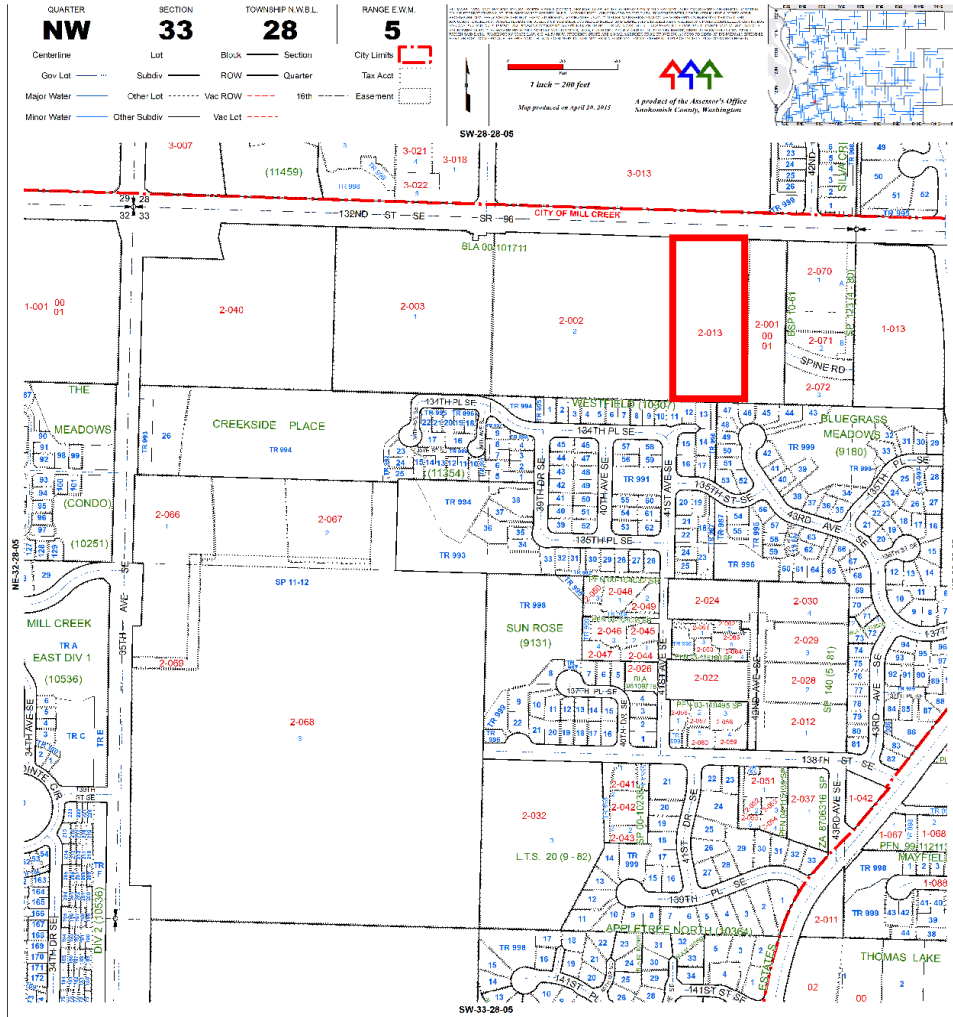
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 28 NORTH, RANGE 5 EAST, W. M., IN SNOHOMISH COUNTY, WASHINGTON;

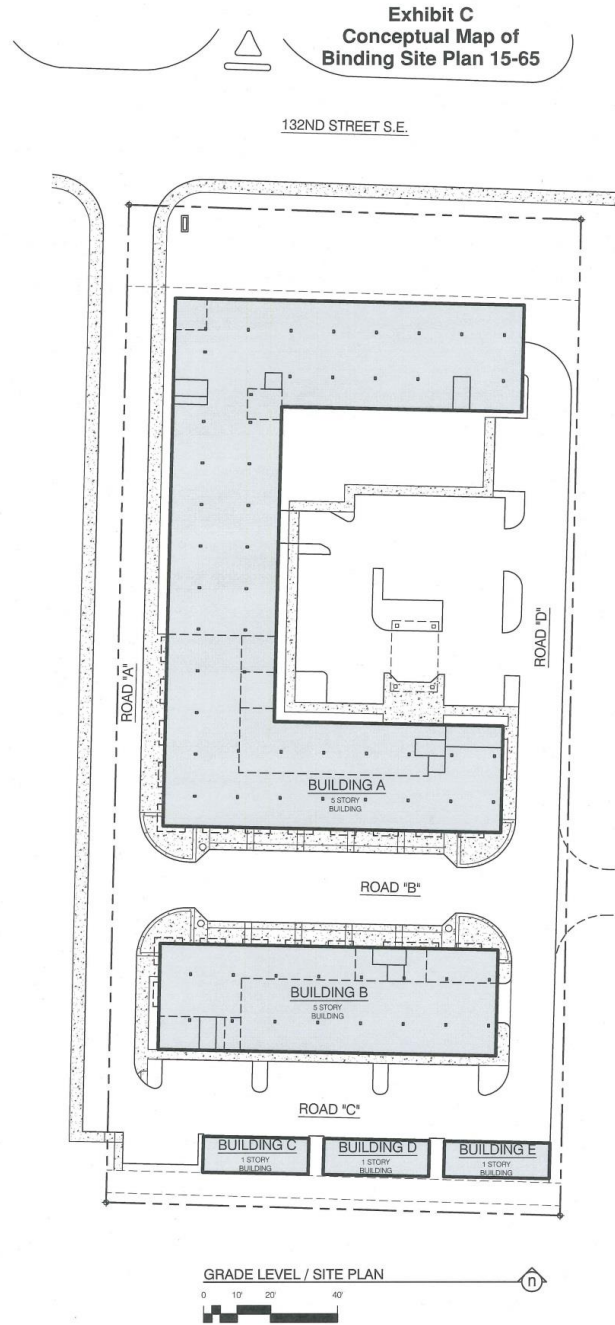
EXCEPT THE EASTERLY 389 FEET AS MEASURED ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY QUIT CLAIM DEED RECORDED UNDER
AUDITOR'S FILE NO. 219641;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON FOR ROAD
PURPOSE THROUGH DEED RECORDED MARCH 27, 1992 UNDER RECORDING NO. 9203270216, RE RECORDED
BY DEED RECORDED JUNE 3, 1992 UNDER RECORDING NO. 9206030420.

**Exhibit B
Tax Parcel Map**





**Exhibit D
EGUV Engineering Study**

The document is available for review on the City's web site at:

<http://cityofmillcreek.com/DocumentCenter/View/77>

If you need a hard copy, please contact the City Clerk.

G:\PLANNING\WP\BINDING SITE PLANS\VINTAGE AT MILL CREEK (PL2015-0008) BS 15-65\DEVELOPMENT AGREEMENT\DEVELOPMENT AGREEMENT (MILL CREEK REVISIONS 10-01-15).DOCX



Agenda Item # _____

Meeting Date: October 6, 2015

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **STREET TREE/SIDEWALK REPLACEMENT PILOT PROGRAM PROPOSAL****KEY FACTS AND INFORMATION SUMMARY:**

The City of Mill Creek strives to be a pedestrian friendly community. Maintaining sidewalks in good condition is an essential component of the City's goal of safe pedestrian facilities to promote walking. Within the City there are 75 miles of public sidewalks with street trees immediately adjacent to most of the sidewalks. We now know that hundreds of the street trees planted 10 to 20 years ago were not the appropriate species for the narrow, confined area between the curb and sidewalk. This has resulted in the roots of many of these trees growing under and lifting the sidewalk, necessitating repair and replacement work. Section 12.06.050 of the Mill Creek Municipal Code places the responsibility for repairs and reconstruction of sidewalks on the City.

Since 2010 the City has paid for sidewalk repairs at over 500 sites. The method of repair varies, based on the severity of the problem and other factors. The least expensive method is to "shave off" the raised sidewalk joint lip with a concrete saw. One typical sidewalk heaving site can be "fixed" with this method for roughly \$100. However, if a tree root is the underlying cause, it is not a permanent solution. If the root continues to grow, the same site must be shaved off again every few years until the concrete becomes too thin and replacement of the sidewalk is necessary. Removal and replacement of the concrete sidewalk, including cutting off and removing the tree root, is much more expensive – in the range of \$1,000 to \$2,000. Additionally, the stress to the tree of the root removal sometimes leads to its eventual death and can also reduce its stability and resistance to high winds. If a sidewalk repair is necessitated by a tree root, and there is reasonable likelihood that the root will continue to cause problems in the future, it is more cost effective in the long run to remove the sidewalk and tree root and replace the sidewalk. If the root removal will likely result in the death or significant instability of the tree, it should be removed and replaced as well.

The challenge of tree roots displacing sidewalks, curbs and pavement is not unique to Mill Creek and is common to most cities, large and small. The situation is exacerbated where the planting strip between the sidewalk and curb is narrow, which is a common occurrence in Mill Creek. The City of Seattle undertook a comprehensive multi-year study of the issue and published their findings earlier this year. The 120+ page report had a variety of recommendations that also varied widely in cost. Staff from Facilities, Parks and Recreation and Community and Economic

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Development met to discuss what approach might best apply to Mill Creek, and the proposed pilot project is the result of that discussion.

Key Elements of the Sidewalk Repair/Tree Replacement Pilot Project

- Focus on the worst sidewalk/root problem areas in the City.
- Remove the trees and replant appropriate species with the sidewalk replacement.
- Use a new (to Mill Creek) replacement technique to minimize potential of tree root problem reoccurrence.
 - Excavate a much larger volume to provide a healthier root growth area.
 - Provide commercially available deep watering tubes to encourage root growth and tree health.
 - Install a root barrier system surrounding excavation to stop root growth beneath the sidewalk.
 - Backfill the excavated pit with quality topsoil to promote tree health.

The Parks subdivision was selected for the pilot project because it has the most severe tree root/sidewalk cracking problems in Mill Creek. The block with the worst problem was targeted for the pilot, and has 19 trees recommended for removal. Four trees are not recommended for replacement due to proximity to utilities and spacing along the street. (See attached map.) Staff met with the Chairman of the Parks Subdivision Architectural Review Committee and the HOA manager on September 4, 2015 to discuss the proposal, and both were supportive of the project. On September 21, 2015, staff met with the Parks HOA Board to discuss the project. The Board supported the project but expressed concern regarding future funding for the tree replacement program. They want the project to continue into the future to address the many other tree/sidewalk conflicts.

The project as proposed is estimated to cost \$60,000. It will be funded from the Concrete Replacement Program, Capital Improvement Plan project T-01, that had \$200,000 appropriated in Fund 318, which has an overall budget of \$2.65 million. This is an on-going maintenance program that has been in all Capital Improvement Plans for many years. There is a current balance of \$174,000 in the project budget. Other anticipated expenditures to the T-01 budget include \$24,000 for ADA ramps work, leaving an available balance of \$150,000 for the proposed pilot project and additional concrete shaving and repair work through 2016.

CITY MANAGER RECOMMENDATION:

- Informational item for discussion purposes. No Council action required at this time.

ATTACHMENTS:

- Map of proposed area for pilot program

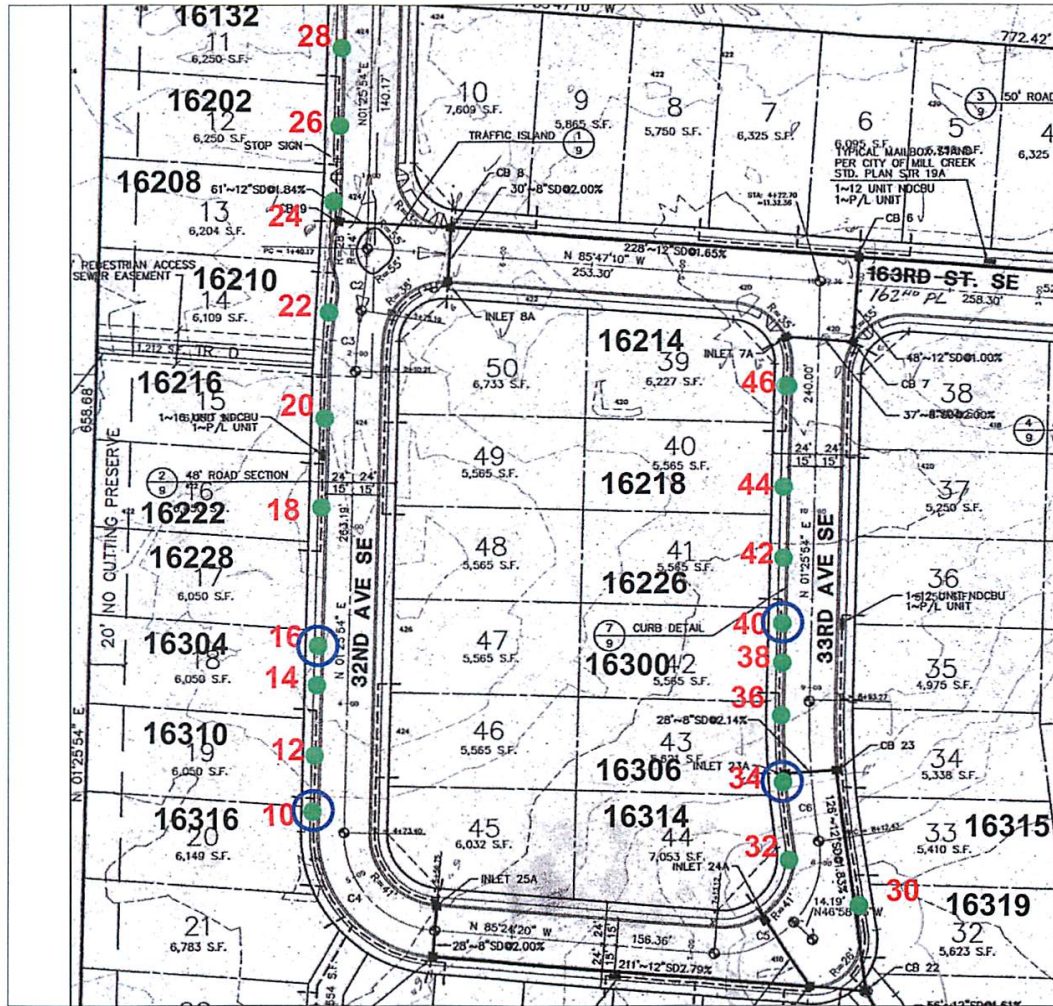
City Council Agenda Summary
Page 3

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

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2015 CONCRETE REPLACEMENT PROGRAM

STREET TREE REPLACEMENT AREA

- REMOVE AND REPLACE TREE
- REMOVE TREE AND DO NOT REPLACE

Not to Scale



Sidewalk & Tree Replacement Pilot Project

October 6, 2015

Community Character

A few of the many elements that make Mill Creek a desirable place to live:

- Beautiful, well kept homes.
- Tree lined streets with beautiful vegetation.
- Safe, pedestrian friendly sidewalks and trails.



Sidewalks and Street Trees

- Safe sidewalks requires on-going maintenance.
- The City Code places responsibility for sidewalk repair with the City.
- Tree lined streets and safe sidewalks are sometimes in conflict.





Sidewalk Repairs Widespread

- The City is averaging well over 100 sidewalk repair sites a year.
- In many locations the sidewalk repairs are necessitated by street tree roots.
- The frequency of root related repairs is increasing.



Importance of Tree Species

- We are now aware that hundreds of the street trees planted many years ago were of the wrong species for the narrow area between the curb and sidewalk.
- Council approved a revised street tree list in 2013 that helps address this issue for future street tree plantings.





Sidewalk Repair Methods

- The method and cost of repairs is site specific:
 - For raised sidewalk edges that create a tripping hazard, “shaving” the raised lip with a concrete saw is quick and cheap. (Average \$100/site)
 - If root removal is required, the concrete must be removed and replaced, which is much more expensive (\$1,000 to \$2,000/site)





Long Term Savings

- If a sidewalk repair is necessitated by a tree root, the shaving method may need to be repeated several times.
- If the root continues to grow, at some point the more expensive method of root removal and sidewalk replacement is required.
- In these situations it would have better to initially remove the root.





Evaluation Always Needed

- Each sidewalk issue associated with tree roots will be evaluated for the most appropriate method of repair.
- As budget allows, the method that has the lowest long term cost will be used.
- Sidewalk shaving is still a useful tool for repairs in many situations.





Upcoming Project in Parks Division

- Staff is preparing bid documents for a sidewalk repair project that will include tree removal and replacement.
- The planting pit for the new trees will be much larger than previously used based on recommendations from a Seattle study.
- The Parks Division was selected based on the extent of problem areas.







Parks HOA Board Support

- Staff met with the Parks Architectural Control chairman, HOA Manager, and HOA Board to discuss.
- The Parks HOA Board supports the project and hopes this approach will continue in the future.



Future Action

- City sidewalk survey for repairs now underway.
- Survey will help refine cost estimate and request for 2017-2023 CIP update next year related to sidewalk repairs.
- The contract for the Parks Division project will be brought to Council in several months for award.





EGUV/132nd Street Corridor Market Feasibility/Fiscal Impact Analysis



October 6, 2015
Council Meeting

Background

- June 23, 2015, City Council imposed moratorium on accepting new development applications in the EGUV.
- July 2015 Safeway announced store closure.
- The City secured a Local Revitalization Financing (LRF) award from the State in 2010 for \$330,000 a year for the EGUV. The City has yet to move forward with a LRF sales/use tax to commence distributions of the LRF award from the State.



Purpose of RFQ

- To gain an understanding of the market for different land uses along the 132nd Street corridor, including the EGUV, and the potential fiscal impacts of these uses to the City as the areas build out, both in the near-term and long-term.



Purpose of RFQ

- Identify what, if any, zoning and design guideline changes and infrastructure investments the City could make to support the vision for the area.
- Evaluate fiscal impacts to consider the enactment of the City's LRF award, the provision of investments, the impact of potential development incentives, and changes to zoning and regulations.



Selection of Consultant Process

- City received 4 Statements of Qualifications:
 - Greenfield Advisors
 - Property Counselors
 - ECONorthwest
 - Community Attributes, Inc.



Selection of Consultant Process

- RFQ prepared.
 - What land uses are economically feasible?
 - How would zoning changes and transit & infrastructure improvements affect the feasibility equation?
 - What are the fiscal impacts of likely development scenarios?
- Beginning August 24, 2015, RFQ published in Journal of Commerce for 3 consecutive weeks.
- Deadline for submitting Statement of Qualifications was September 11, 2015.



Selection of Consultant Process

- Review committee ranked Statements of Qualifications.
- Review committee members:
 - City Manager, Rebecca Polizzotto
 - Director of Community and Economic Development, Tom Rogers
 - Director of Finance, Landy Manuel
 - Senior Accountant, Josh Roundy
 - Senior Planner, Christi Amrine



Selection of Consultant Process

- 2 firms were selected for interviews:
 - ECONorthwest
 - Community Attributes, Inc. (CAI)
- Both firms' statements/proposals:
 - Demonstrated superior understanding of project.
 - Provided clear and logical methodology on how project would be completed.
 - Demonstrated experience with similar projects.
 - Provided a cost within City budget expectations.



Interview Results

- On October 1, 2015, both firms were interviewed by the review committee.
- Both firms were deemed qualified.
- Committee unanimously recommended selection of ECONorthwest:
 - Superior communication skills.
 - Current related work with PSRC involving evaluation of “centers.”
 - Experience evaluating and implementing LRF.
 - Method of providing regular study updates to City Council allows for better involvement by the Council.
 - Includes development of fiscal impact model for ongoing City use.



ECONorthwest's Project Approach

- Conduct a real estate market assessment to understand the potential of different uses and a forecast of future development.
- Conduct an assessment of the development implications of transit improvements and zoning changes.
- Conduct a fiscal revenue impact analysis of potential development scenarios.
- Provide a summary of economic development implications and recommendations.



City Manager Recommendation

- Authorize the City Manager to negotiate and execute a contract with ECONorthwest for a market feasibility and fiscal impact study of the 132nd Street corridor in an amount not to exceed \$33,000.





PLANNING COMMISSION AGENDA

15728 Main Street, Mill Creek, Washington 98012 - (425) 745-1891

July 16, 2015

Regular Meeting

7:00 p.m.

	TIME
I. CALL TO ORDER	7:00 p.m.
II. ROLL CALL	7:01 p.m.
III. APPROVAL OF MINUTES	7:02 p.m.
A. Planning Commission Meeting of May 21, 2015 ⁽¹⁾	
IV. WORK SESSION	7:03 p.m.
A. Comprehensive Plan – Capital Facilities Element ^{(2) (3) (4)}	
V. FOR THE GOOD OF THE ORDER	7:50 p.m.
VI. ADJOURNMENT	8:00 p.m.

ATTACHMENTS:

1. Planning Commission Minutes from Meeting of May 21, 2015
2. Legislative Draft of Proposed Amendments to the Capital Facilities Element
3. Draft of Proposed Amendments with strikeout removed.
4. LOS Table

We are trying to make our public meetings accessible to all members of the public. If you need special accommodations, please call City Hall three days prior to this meeting (425) 745-1891.

**CITY OF MILL CREEK
PLANNING COMMISSION MEETING MINUTES
July 16, 2015**

Approved September 17, 2015

I. CALL TO ORDER:

Chair Eisner called the meeting to order at 7:00 p.m.

II. ROLL CALL:

Chair Stan Eisner	Staff:
Vice Chair Matthew Nolan	Tom Rogers, Director of Community Development
Commissioner Randy Blair	Scott Smith, City Engineer
Commissioner Ed McNichol (absent)	Sherrie Ringstad, Planning Specialist
Commissioner Jared Mead	
Commissioner Daniel Mills	
Commissioner Dennis Teschlog	

III. APPROVAL OF MINUTES

Planning Commission Meeting of May 21, 2015

MOTION: Vice Chair Nolan moved, seconded by Commissioner Teschlog, to approve the May 21, 2015 minutes as presented. The motion was approved unanimously.

IV. WORK SESSION

Comprehensive Plan – Capital Facilities Element

City Engineer Scott Smith stated that the purpose of the Capital Facilities Element is to ensure that the City has the necessary infrastructure to meet the Level of Service (LOS) standards set forth in the Comprehensive Plan for parks, stormwater, facilities and roads. City Engineer Smith noted that the outdated capital project lists have been deleted. He stated that the intent is to capture major capacity gap issues and the capital project lists tended to have maintenance type projects and were always outdated. Now the Capital Facilities Element just references the Capital Improvement Plan (CIP) rather than including projects. He noted that the CIP process recently changed and the proposed amendments make all references to the CIP consistent. Mr. Smith stated that housekeeping edits are also proposed to remove the “should” and “shall” language in the policies and make it a more active voice.

City Engineer Smith said that the parks facilities have been updated to reflect the current inventory. He added that technically the City does not have an LOS gap in parks -- we have adequate park land to meet the neighborhood park LOS for the population. Language has been proposed to address mitigation funding for neighborhood parks, to be consistent with state law.

City Engineer Smith noted that there is currently some duplication between the Capital Facilities Element and the Transportation Element and amendments are proposed to remove some of the information and replace it with a brief summary. Non-motorized facilities such as sidewalks, trails, community transit, and bicycle lanes will be covered in the Transportation Element. Mr. Smith referenced the LOS handout included in the packet and explained that intersections on Regionally

Planning Commission Minutes
July 16, 2015
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Significant State Highways are proposed to be an *LOS Guidelines*, which are not subject to concurrency, since in essence the pass-through traffic is not generated by City residents and we do not have control over these intersections, nor the established LOS, which was set by the Puget Sound Regional Council. Proposed intersections on City streets have an *LOS Standard*.

City Engineer Smith stated that the proposed amendments to stormwater facilities include quantifying the City-owned inventory, language to reflect DOE permit requirements and the addition of a stormwater facilities map. He added that the City does not have an LOS gap or capacity need for stormwater facilities, but the City has numerous projects included in the CIP.

Mr. Smith stated that a table of undeveloped properties has been added under City Facilities and it includes four parcels, three of which are north of the Sports Park. There is a capacity gap issue with City Facilities but it has not yet been determine how it will be addressed.

Under other facilities, Mr. Smith noted that the section on Waste Management has been moved to the Utilities Element since Waste Management does not have any facilities located within the city limits.

Commissioner Teschlog said that it sounds like the City is taking a hands-off stance with regard to traffic on the state highways. While he understands that the City does not have control of the state highways, he believes the Comprehensive Plan should have language stating that the City will advocate for more east west capacity. Commissioner Teschlog asserted that the problem will just get worse until it is impacting City's streets because people are trying to avoid the congested highways. City Engineer Smith agreed that language regarding intergovernmental coordination should be included in the Transportation Element. Commissioner Nolan said that presenting the land use model as background for traffic generation would be helpful in understanding our transportation problems.

Several Commissioners agreed that the Comprehensive Plan should include language that encourages advocacy for Mill Creek interests.

City Engineer Smith said that the Transportation Element will be presented to the Planning Commission at their September meeting.

IX. FOR THE GOOD OF THE ORDER

Director of Community Development Tom Rogers noted that there will not be a Commission meeting in August.

Mr. Rogers reminded the Commission that a link for a training video that would satisfy state requirements was sent to the Commissioners and we have heard back from two Commissioners who have already taken the training. He encouraged those who haven't taken the training to take it now and let staff know via email when the training has been completed.

Mr. Rogers stated that the City will be hosting a Short Course on Local Planning on Wednesday, September 23rd from 6 – 9 p.m. in the Council Chambers at City Hall. He encouraged all of the

Planning Commission Minutes
July 16, 2015
Page 3

Commissioners to put it on their calendars now. He noted that the Council will also be invited as well as planning commissions and councils from surrounding cities.

X. ADJOURNMENT

Chair Eisner adjourned the meeting with the consensus of the Commission at 7:30 p.m.

Submitted by:

Sherrie Ringstad, Planning Specialist



Design Review Board Agenda

15728 Main Street, Mill Creek, Washington 98012

July 16, 2015
5:15 p.m.
COUNCIL CHAMBERS

- | | |
|--|------------------|
| I. CALL TO ORDER: | 5:15 p.m. |
| II. ROLL CALL: | 5:15 p.m. |
| III. APPROVAL OF MINUTES: | 5:16 p.m. |
| A. Approval of June 18, 2015 Meeting Minutes ⁽¹⁾ | |
| IV. NEW BUSINESS: | 5:17 p.m. |
| A. Informal Review for Vintage Housing – Building & Landscaping ⁽²⁾ | |
| V. ADJOURNMENT: | 5:45 p.m. |

ATTACHMENTS:

1. June 18, 2015 Meeting Minutes
2. Memorandum from Senior Planner Christi Amrine, dated July 9, 2015

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**CITY OF MILL CREEK
DESIGN REVIEW BOARD MEETING MINUTES
July 16, 2015**

Approved September 17, 2015

Members:

Dave Gunter, Chair (absent)
Beverly Tiedje, Vice Chair
D. Wayne Bisom
David Hamblen
Tina Hastings

Community Development Staff:
Tom Rogers, Director of Community Development
Christi Amrine, Senior Planner

I. CALL TO ORDER:

Vice Chair Tiedje called the meeting to order at 5:15 p.m.

II. ROLL CALL:

All members were present except as noted above. Chair Gunter's absence is excused.

III. MINUTES:

A. Minutes of May 21, 2015

MOTION: Member Bisom moved, seconded by Member Hamblen, to approve the May 21, 2015 minutes as presented. The motion was approved unanimously.

IV. NEW BUSINESS:

A. DRB 15-04-473 Vintage at Mill Creek Building Elevations, Materials and Colors

Senior Planner Christi Amrine stated that the project before the DRB is an informal review for Vintage at Mill Creek. She stated that the applicant's representative would be giving the Board an overview. Ms. Amrine noted that the DRB's comments should be based on the design guidelines contained in MCMC Chapter 17.34 as well as the EGUV Design Guidelines, which were provided in the packet. She briefly described the project

Design Review Board Meeting Minutes
July 16, 2015
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and noted the board would be reviewing the building materials, elevations and colors as well as landscaping.

Chris Olson, nystrom+olson architecture, 502 W. Riverside Ave, #200, Spokane, WA

Mr. Olson, the project architect, described the project as a five-story building consisting of four stories of residential with wood frame construction over a first story of concrete, which is the commercial and at grade parking behind the retail. He explained that the purpose of the informal review is to make sure they are in-line with the direction and vision the City has for the East Gateway. In general, just to have a conversation with the Board and find out their likes, dislikes, and things they might like to see different. Mr. Olson confirmed that the apartments are independent living, not assisted living.

Mr. Olson clarified that the commercial areas will have a brick veneer and that vinyl siding is planned for the wood frame construction. He noted that a similar project was located off 164th at Ash Way. In response to a Board Member's request to describe the plazas and public space, Mr. Olson explained that the code requires wide sidewalks and bulbs on the corners, which will provide opportunities for outdoor space. In addition, there is a private outdoor space for residents. It will include benches, tables, BBQs, outdoor planters and a mixture of hardscape and softscape.

Member Hambelton expressed a concern regarding the number of different plant materials and stated that he wants to make sure it all ties together. Member Hastings stated that she believes one of the street trees is missing and asked if the applicant could be required to plant a replacement. Senior Planner Amrine said that if a tree is missing, a replacement will be required.

Vice Chair Tiedje expressed a concern about the concrete treatment of the first floor along Road A and the apparent lack of articulation. Mr. Olson stated that commercial frontage has a brick veneer and the elevation facing Road A has punched openings to provide ventilation, a painted band, and building lighting. He added that they could improve the graphics to show that it is not just a big long concrete wall. In fact, a great deal of thought was given to the modulation of the entire building.

The Board discussed the proposed use of vinyl siding with some concern being expressed with how it would look and coordinate with other projects in the EGUV that utilize the HardiePlank siding.

Mark Ossello, Inland Group, 1620 N. Mamer Road, Bldg B, Spokane Valley, WA 99216

Mr. Ossello, the project applicant, asserted that vinyl siding has improved significantly in recent years. It has a limited lifetime warranty and is more resistant to fading than it previously was. It stays crisp and projects as old as 10 years still look good, while HardiePlank siding of the same age would likely need painting, which is one of the reasons they have quit using the HardiePlank siding. Community Development Director Rogers stated that the Design Guidelines call for materials that have a sense of permanence. He stated that another option could be metal siding, which was used on the

Design Review Board Meeting Minutes
July 16, 2015
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Reserve III development. The Board had some reservations about how the vinyl siding would look but stated that they were open to looking at samples and warranty information as well as an existing development using the new vinyl siding before making a decision. They said that they would also like to see another options such as the metal.

Mr. Olson confirmed that the primary areas of concern for the Board were the garage elevation fronting on Road A, and the quality of the vinyl siding proposed. He stated that they will submit more detailed plans for the formal review as well as bringing additional graphics and samples.

Community Development Director Rogers said that staff would conduct a site visit to take a look at the development on 164th Street and Ash Way, referenced by the applicant, prior to the next meeting to see the vinyl siding in person.

V. ADJOURNMENT:

MOTION: Member Hambelton moved, seconded by Member Bisom, to adjourn the meeting at 6:05 p.m. The motion was approved unanimously.

Submitted by:



Sherrie Ringstad, Planning Specialist

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ART/BEAUTIFICATION ADVISORY BOARD

AGENDA

15728 Main Street, Mill Creek, Washington 98012 - 425 745-1891

**July 29, 2015
4:00 p.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. GREAT GARDEN AWARDS
- IV. ADJOURNMENT

Attachments:

We are trying to make our public meetings accessible to all members of the public. If you need special accommodations, please call City Hall three days prior to this meeting.



**Arts & Beautification Board Meeting
July 29, 2015**

Members Present:

Marlene King	Zach Anders	Julie David
Marla Nulph	Danielle Foushee	Judy Morrier
Loyt Neiman	Matt Buchanan	

Not Present:

NA

Also Present:

Kim Mason-Hatt

I. GREAT GARDEN AWARDS

The board chose winners for the 2015 Great Garden Awards

15301 29th Dr SE – Parkside
4319 135th Pl SE – Bluegrass Meadows
15229 12th Dr SE – Cypress
16306 29th Dr SE – Highlands
16124 32nd Ave SE – The Parks
1524 164th Pl SE – Winslow
14931 30th Dr SE – Red Cedar
1906 151st St SE – Evergreen
149th St SE – Red Cedar
2226 137th Pl SE – Heatherwood West
1403 138th St SE – Burk Place
16304 21st Dr SE - Wildflower

II. ADJOURNMENT

The meeting was adjourned at 4:52 p.m.

The next meeting is scheduled for
September 9, 2015 at 4 pm City Hall Council Chambers

Submitted by:

A handwritten signature in blue ink, appearing to read "Kim Mason-Hatt", is written over a horizontal line.

Kim Mason-Hatt, Administrative Assistant



ART/BEAUTIFICATION ADVISORY BOARD

AGENDA

15728 Main Street, Mill Creek, Washington 98012 - 425 745-1891

**July 8, 2015
4:00 p.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES
 - A. Approval of Minutes June 10, 2015
- IV. OLD BUSINESS
 - A. Art Walk
 - B. Rotating Art
- V. NEW BUSINESS
- VI. ANNOUNCEMENTS AND REPORTS
- VII. ADJOURNMENT

Attachments:

We are trying to make our public meetings accessible to all members of the public. If you need special accommodations, please call City Hall three days prior to this meeting.



**Arts & Beautification Board Meeting
July 8, 2015**

Members Present:

Marlene King	Zach Anders	Julie David
Marla Nulph	Danielle Foushee	
Loyt Neiman	Matt Buchanan	

Not Present:

Judy Morrier

Also Present:

Donna Michelson	Scott Smith	Kim Mason-Hatt
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I. ROLL CALL

Members and staff present as noted above.

II. APPROVAL OF MINUTES

MOTION: Member Matt Buchanan moved and Member Marlene King seconded to approve the June 10, 2015 Meeting Minutes, the motion passed unanimously.

III. OLD BUSINESS

Art Walk: The Board received an update on the progress of the July Art Walk.

Great Garden Awards: The Board reported touring the City and gathering candidates.

Sustainable Landscape: A submission has been received and Member Marla Nulph was working on getting in touch with applicant and a tour of the applicants landscape. It was suggested the Board "recruit" previous Great Garden Award winners that seem to be sustainable and invite them to apply for the certification.

Art in the Parks: Councilmember Michelson will seek some direction from the Council in order for the Board to proceed.

IV. NEW BUSINESS

Rotating Art Gallery: Artist Ken Long, who had previously had his art displayed, made application again.

MOTION: Member Marla Nulph moved and Member Matt Buchanan seconded to approve Ken Long to be the Rotating Art Gallery Artist September through December 2015, the motion passed unanimously.

MOTION: Member Marla Nulph moved and member Danielle Foushee seconded to excuse Judy Morrier from the meeting, the motion passed unanimously.

Art Trail: The Board discussed the possibility of getting the utility boxes painting as an alternative/first part of the Art Trail program. They also discussed trying to revive the larger program in Buffalo Park or the other City parks.

Arts & Beautification Board Meeting
Date: 7-08-2015
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V. ANNOUNCEMENTS/REPORTS

Expiring Terms: The Board was informed that three positions had terms expiring October 31, 2015.

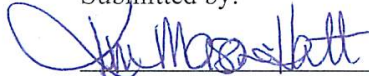
Councilmember Donna Michelson reported that Chair Zach Anders had received a scholarship from the Association of Washington Cities. She also mention that there is a vacancy on the State Arts Commission. As well as there is an award through the State of Washington called the Governors Art & Heritage Award that the Board might consider looking into to see if it is something the City could receive.

VI. ADJOURNMENT

The meeting was adjourned at 5:00 p.m.

The next meeting is scheduled for
July 29, 2015 at 4 pm City Hall Council Chambers

Submitted by:



Kim Mason-Hatt, Administrative Assistant