



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.

Next Ordinance No. 2015-798

Next Resolution No. 2015-535

**September 1, 2015
City Council Meeting
6:00 PM**

CALL TO ORDER:

FLAG SALUTE:

ROLL CALL:

AUDIENCE COMMUNICATION:

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

PUBLIC HEARING:

- B. Development Agreement for Proposed Binding Site Plan in East Gateway Urban Village
(*Rebecca Polizzotto, City Manager*)

STUDY SESSION:

- C. City Hall Staff Organization and Expansion Project (*Presentation Only - No Packet Materials*)
(*Rebecca Polizzotto, City Manager*)

CONSENT AGENDA:

- D. Approval of Checks #54092 through #54238 and ACH Wire Transfers in the Amount of \$1,186,726.26.
(Audit Committee: Councilmember Cavaleri and Councilmember Michelson)
- E. Payroll and Benefit ACH Payments in the Amount of \$561,106.92.
(Audit Committee: Councilmember Cavaleri and Councilmember Michelson)
- F. Revised City Council Meeting Minutes of June 23, 2015

REPORTS:

- G. Mayor/Council
City Manager

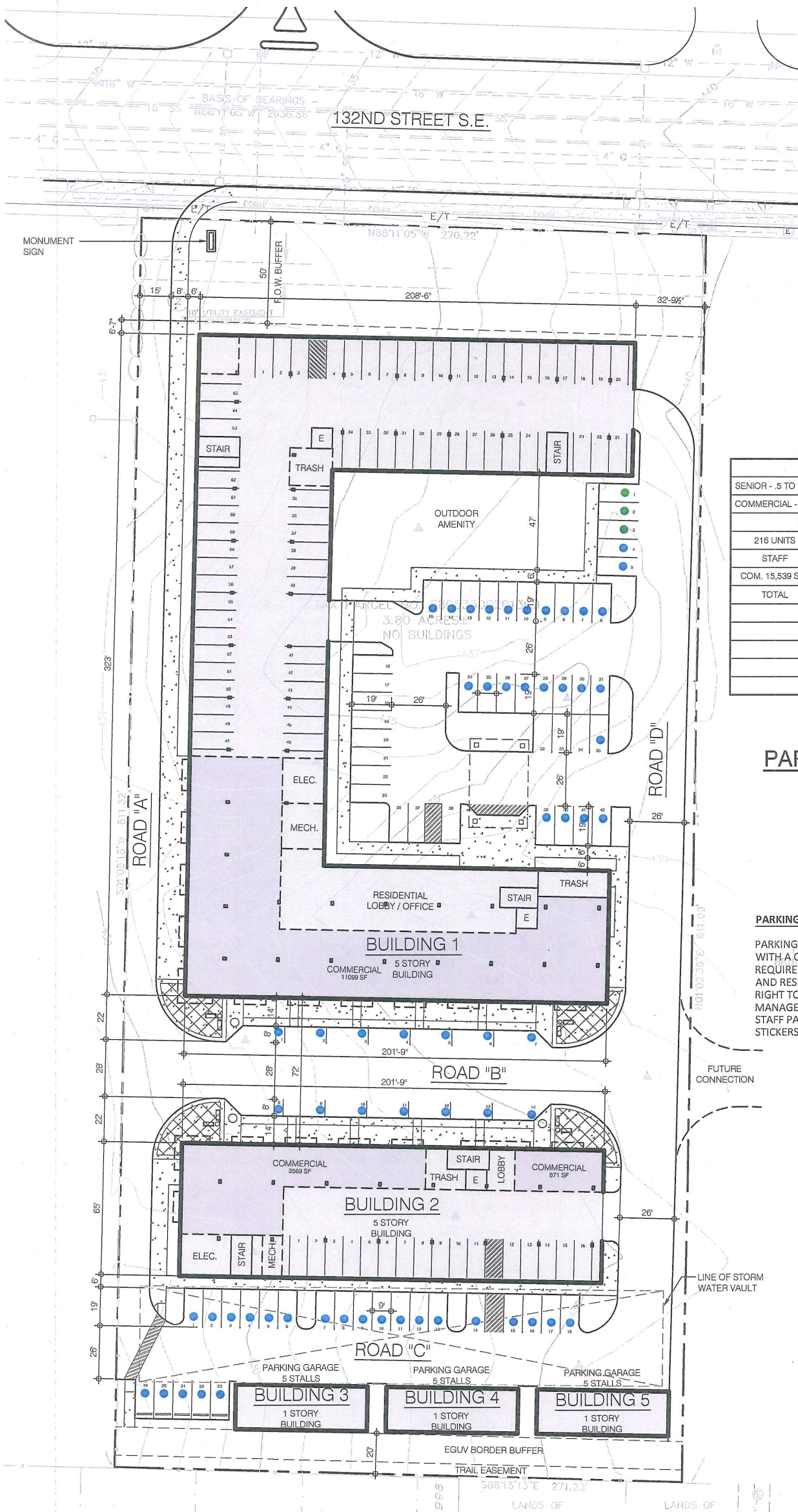
AUDIENCE COMMUNICATION:

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

ADJOURNMENT

Exhibit E

PARKING MANAGEMENT PLAN



PARKING			
SENIOR - 5 TO 1 DWELLING UNIT + 1 STALL PER EMPLOYEE			
COMMERCIAL - 1 TO 250 S.F.			
REQUIRED		PROVIDED	
216 UNITS	108	BUILDING 1 SITE	42
STAFF	3	BUILDING 1 GAR	65
COM. 15,539 S.F.	62	BUILDING 2 SITE	23
TOTAL	173	BUILDING 2 GAR	16
		SITE GAR	15
		STREET	14
		TOTAL	175
		GARAGE STALLS	96
		SITE STALL	79

PARKING LEGEND

- STAFF PARKING
- COMMERCIAL USE PARKING

PARKING MANAGEMENT:

PARKING IN THE VINTAGE AT MILL CREEK WILL BE MANAGED WITH A COMBINATION OF MEANS. RESIDENTS WILL BE REQUIRED TO PARK UNDER THE BUILDING WITH GATED PARKING AND RESIDENT STICKERS SHOWING THAT THEY HAVE LEGAL RIGHT TO BE IN THE BUILDING. COMMERCIAL PARKING WILL BE MANAGED WITH SIGNAGE AND MONITORED BY ONSITE STAFF. STAFF PARKING WILL BE MANAGED WITH SIGNAGE AND PARKING STICKERS PROVIDED TO THE APPROPRIATE STAFF.

SITE PLAN

SCALE: 1"=50'





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:

City Council Agenda Summary
Page 2

- 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

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\Vintage Development Agreement.docx

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
Grantees(s)	Vintage at Mill Creek City of Mill Creek
Abbrev. Legal Description	The Northeast quarter of the Northeast 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
(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 a California 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 The general purposes of this Agreement are to (i) enable development of the Property (described in Section 4 below) and the Project (described in Section 5 below) in accordance with City's requirements for the East Gateway Urban Village ("EGUV"); (ii) fulfill requirements of the Mill Creek Municipal Code ("MCMC"), including Section 17.19.030(C); and (iii) define and address requirements and conditions of current and future development of the Property and the Project.

2.2 The Parties acknowledge that fulfillment of these purposes 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.

2.3 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)
East Gateway Owners Association ("EGOA") (Section 14.2)
EGOA Owner (Section 4.2)
EGOA Board (Section 14.3)
Effective Date (Section 20.4)
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"). The Property is owned by Developer. 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 purposes of commercial and multifamily residential development, ("Project"). A map generally depicting the proposed subdivision and development 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.

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 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. 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 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 and Property 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"); (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 substantially consistent with the Engineering Study, a copy of which is attached as **Exhibit D**, as determined by the City. The road alignment as shown on **Exhibit C** has been agreed upon by the Developer and the City.

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 16 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 16, 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 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. The ground floor commercial space may not be used as an accessory to the Project's residential uses. The Parties agree that commercial units on the ground floor may only be occupied by businesses that invite customers who are not residents of the Property on the same terms as individuals who are residents of the Property.

9.3.2 Commercial Property Use Agreement. 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. Accordingly, the Parties will work cooperatively to execute a Commercial Property Use Agreement that sets forth terms and conditions under which the ground floor may be used for commercial uses that are also designed to serve residents of the Property. The City Manager is authorized to execute the Commercial Property Use Agreement on behalf of the City and amend such agreement from time to time so long as that agreement is consistent with this Agreement.

9.3.2.1 Terms of Commercial Property Use Agreement. The Parties agree that the initial Commercial Property Use Agreement will include the terms described in this subsection...

Specific terms are still under negotiation.

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 portion of the required public Right-of-Way depicted in the Engineering Study per 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.

10.4 On-Site Road Construction. Developer shall construct the full width of the public roadway improvements within the Property as depicted in the Engineering Study per Section 8.2 ("Road Construction"). Road Construction shall comply with MCMC Chapter 16.16, the current version of the Mill Creek Design and Construction Standard Plans, Design Guidelines, and the Engineering Study, including (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 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. The parking covenant shall be shown on the face of the BSP.

11.3 Use of Parking Facilities. In the commercial areas, the individual property owners and East Gateway Owners' Association shall be responsible for regulating parking by owners, operators, and/or tenants, and their employees in accordance with Exhibit E: Parking Management Plan. Revisions to the Parking Management Plan shall be reviewed and approved by the Director of Community Development.

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 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/Owner and/or the EGOA.

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. 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.

13.2 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 East Gateway Owners Association

14.1 Membership. Every owner of developed property that is utilized by a business, as that term is defined in Chapter 5.04 MCMC excluding home occupations, within the EGUV ("EGUV Owner") shall belong to the owners association described in this Section 14.

14.2 EGUV Owner Responsibility. Each EGUV Owner is responsible for the duties described in this Section 14 as it applies to their property until the East Gateway Owners Association ("EGOA") is formed and elected in the manner described below. After formation of the EGOA, individual EGUV Owners shall remain jointly responsible with the EGOA for compliance with all obligations described in this Section as those obligations pertain to their properties.

14.3 Creation. Pursuant to development agreements covering other properties in EGUV, the owners association shall initially be known as the East Gateway Owners Association ("EGOA"). To the extent the EGOA has not yet been established, Developer shall coordinate with the other EGUV Owners to establish the EGOA. The EGOA shall then be established by calling a meeting of all EGUV Owners for the purpose of electing the EGOA governing board ("EGOA Board"). The EGOA Board shall promptly advise City of the election of the EGOA Board and provide copies to City of the articles of incorporation and bylaws.

14.4 EGOA Purpose. The EGOA is intended to provide a central point of contact for EGUV owners to coordinate compliance with development and maintenance obligations that are common to EGUV Owners either through development agreements or the Mill Creek Municipal Code. The City reserves the right to enforce such common obligations either through the EGOA or individual EGUV Owners. The EGUV Owners, through the EGOA Board, may optionally expand the scope of its authority beyond matters addressed within development agreements (e.g. marketing plans, event coordination...). Such expanded authority is beyond the scope of this Agreement and not subject to review or involvement by the City.

14.5 Duties and Obligations. The EGOA shall at minimum be responsible for enforcement, coordination, and oversight of obligations contained in Mill Creek Municipal Code and EGOA members' various development agreements to the extent performance of such obligations directly impact public use, access, and enjoyment of EGUV's commercial properties and public amenities (e.g. parking management, special event management, maintenance of right of way and sidewalk improvements, garbage pick-up and removal from commercial common areas that are open to the public). The EGOA may assume additional responsibilities, provided the transfer or assignment of such responsibility shall not relieve any EGUV Owner of their individual legal or contractual obligations to the City.

14.6 EGOA Board. The EGOA Board shall initially consist of not less than two EGUV Owners. The EGOA Board shall adopt and register articles of incorporation for the EGOA with the Washington State Secretary of State and shall adopt bylaws for governance of the EGOA. The articles of incorporation and bylaws shall (i) provide for the assessment, collection and enforcement of sufficient dues paid by EGUV Owners to meet the obligations and

responsibilities of the EGOA; (ii) include at minimum all of the duties and obligations specified in this Section 14; and (iii) provide for the promulgation of such rules as the EGOA Board deems necessary or desirable for the safe, effective, attractive, and economically successful operation and maintenance of the EGUV.

15.0 Transfer of Property

15.1 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.

15.2 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.

16.0 Enforcement Authority; Police Power; Penalties

16.1 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.

16.2 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.

16.3 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:

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

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

16.3.3 Withhold certificates of occupancy pursuant to Section 9.

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

17.0 Conflicts; Dispute Resolution

17.1 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.

17.2 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 Development pursuant to MCMC 14.09.010(A)(7) or (8). Developer may appeal said interpretation as provided in the MCMC.

18.0 Modification; Termination

18.1 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.

18.2 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.

18.3 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.

19.0 Authority to Approve Agreement

19.1 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.

19.2 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-_____.

20.0 General Terms

20.1 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.

20.2 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.

20.3 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.

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

20.5 Covenant Running with Land. 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.

20.6 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.

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

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

20.9 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.

21.0 Exhibits

21.1 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: Map of the Proposed Binding Site Plan and Development
- Exhibit D: EGUV Engineering Study
- Exhibit E: Parking Management Plan

City of Mill Creek:

Developer: Vintage Housing

Rebecca Polizzotto, City Manager

By: _____
Its: _____
Ryan Patterson

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:
City Attorney

APPROVED AS TO FORM:

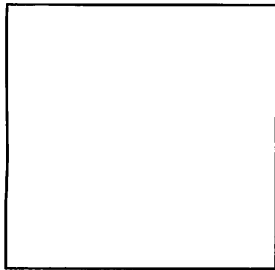
Shane Moloney City Attorney

Attorney for

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.



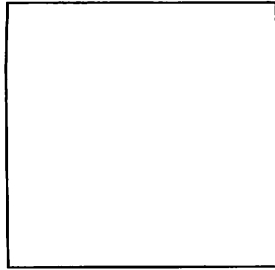
Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at:

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 MILL CREEK EGUV, 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: _____

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

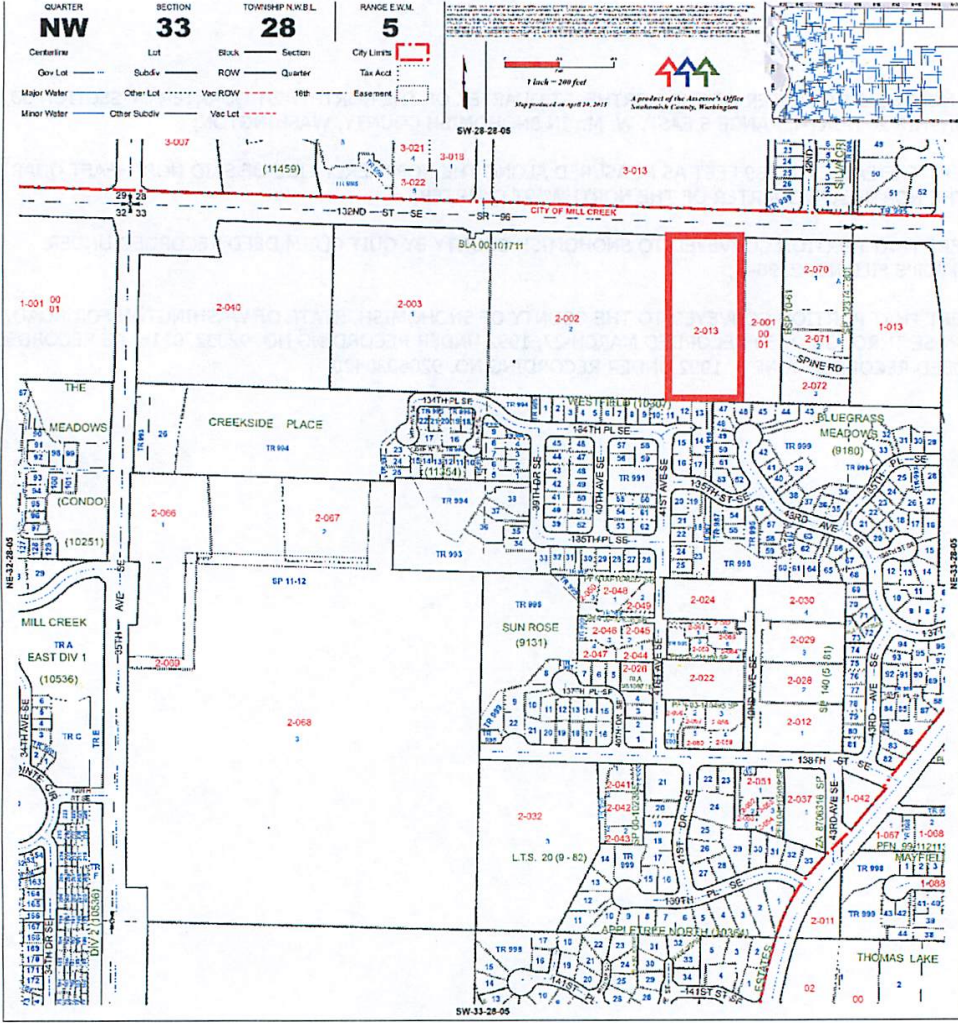
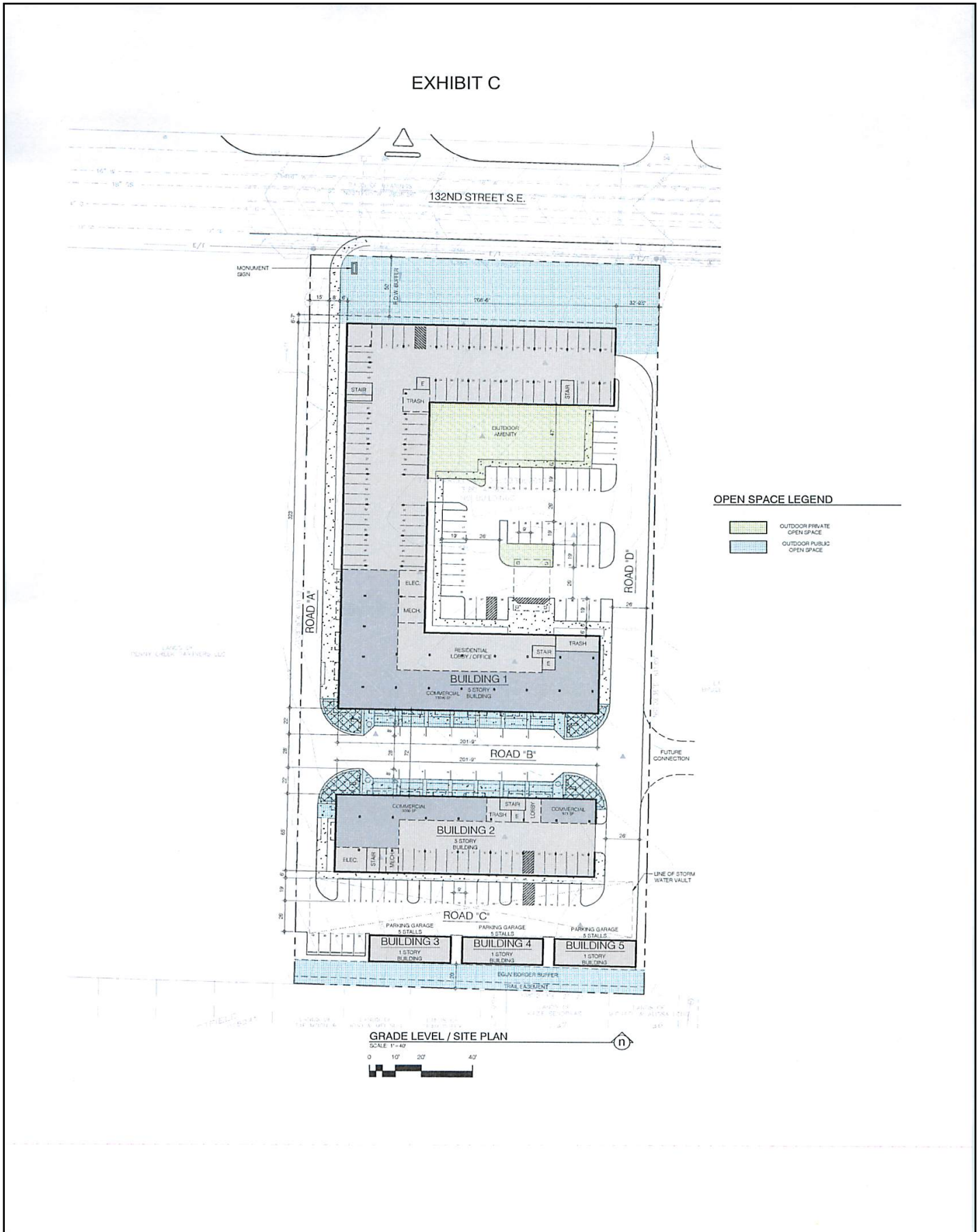


EXHIBIT C



**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.

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
Grantees(s)	Vintage at Mill Creek City of Mill Creek
Abbrev. Legal Description	The Northeast quarter of the Northeast 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
(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 a California 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 The general purposes of this Agreement are to (i) enable development of the Property (described in Section 4 below) and the Project (described in Section 5 below) in accordance with City's requirements for the East Gateway Urban Village ("EGUV"); (ii) fulfill requirements of the Mill Creek Municipal Code ("MCMC"), including Section 17.19.030(C); and (iii) define and address requirements and conditions of current and future development of the Property and the Project.

2.2 The Parties acknowledge that fulfillment of these purposes 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.

2.3 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)
East Gateway Owners Association ("EGOA") (Section 14.2)
EGOA Owner (Section 4.2)
EGOA Board (Section 14.3)
Effective Date (Section 20.4)
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"). The Property is owned by Developer. 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 purposes of commercial and multifamily residential development, ("Project"). A map generally depicting the proposed subdivision and development 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.

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 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. 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 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 and Property 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"); (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 EGU V 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 substantially consistent with the Engineering Study, a copy of which is attached as **Exhibit D**, as determined by the City. The road alignment as shown on **Exhibit C** has been agreed upon by the Developer and the City.

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 16 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 EGU V 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 16, 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 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. The ground floor commercial space may not be used as an accessory to the Project's residential uses. The Parties agree that commercial units on the ground floor may only be occupied by businesses that invite customers who are not residents of the Property on the same terms as individuals who are residents of the Property.

9.3.2 Commercial Property Use Agreement. 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. Accordingly, the Parties will work cooperatively to execute a Commercial Property Use Agreement that sets forth terms and conditions under which the ground floor may be used for commercial uses that are also designed to serve residents of the Property. The City Manager is authorized to execute the Commercial Property Use Agreement on behalf of the City and amend such agreement from time to time so long as that agreement is consistent with this Agreement.

9.3.2.1 Terms of Commercial Property Use Agreement. The Parties agree that the initial Commercial Property Use Agreement will include the terms described in this subsection. Developer will provide up to 2800 square feet of ground floor commercial space to be operated and maintained by 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. Developer will build the initial 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. The senior center will be responsible for furnishing the space and operating its own senior oriented activities and programs.

Developer will operate and maintain a beauty parlor, common area kitchen, and fitness facility in dedicated ground floor space that will not exceed an aggregate total of 2500 square feet. Use of the beauty parlor, kitchen, and fitness facility will be shared with the senior center and its members/users, but not with the general public.

Developer will provide up to 500 square feet of ground floor commercial space to be used, maintained, and operated by the City as a public facing police satellite office. 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. The City will be responsible for furnishing the space and all operating and maintenance costs.

Developer will operate a first floor leasing office that will serve residential tenants and prospective tenants. The leasing office will not exceed 1000 square feet of ground floor space and will be accessed from private parking areas, not public streets or sidewalks.

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 portion of the required public Right-of-Way depicted in the Engineering Study per 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.

10.4 On-Site Road Construction. Developer shall construct the full width of the public roadway improvements within the Property as depicted in the Engineering Study per Section 8.2 ("Road Construction"). Road Construction shall comply with MCMC Chapter 16.16, the current version of the Mill Creek Design and Construction Standard Plans, Design Guidelines, and the Engineering Study, including (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 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. The parking covenant shall be shown on the face of the BSP.

11.3 Use of Parking Facilities. In the commercial areas, the individual property owners and East Gateway Owners' Association shall be responsible for regulating parking by owners, operators, and/or tenants, and their employees in accordance with Exhibit E: Parking Management Plan. Revisions to the Parking Management Plan shall be reviewed and approved by the Director of Community Development.

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 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/Owner and/or the EGOA.

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. 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.

13.2 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 East Gateway Owners Association

14.1 Membership. Every owner of developed property that is utilized by a business, as that term is defined in Chapter 5.04 MCMC excluding home occupations, within the EGUV ("EGUV Owner") shall belong to the owners association described in this Section 14.

14.2 EGUV Owner Responsibility. Each EGUV Owner is responsible for the duties described in this Section 14 as it applies to their property until the East Gateway Owners Association ("EGOA") is formed and elected in the manner described below. After formation of the EGOA, individual EGUV Owners shall remain jointly responsible with the EGOA for compliance with all obligations described in this Section as those obligations pertain to their properties.

14.3 Creation. Pursuant to development agreements covering other properties in EGUV, the owners association shall initially be known as the East Gateway Owners Association ("EGOA"). To the extent the EGOA has not yet been established, Developer shall coordinate with the other EGUV Owners to establish the EGOA. The EGOA shall then be established by calling a meeting of all EGUV Owners for the purpose of electing the EGOA governing board ("EGOA Board"). The EGOA Board shall promptly advise City of the election of the EGOA Board and provide copies to City of the articles of incorporation and bylaws.

14.4 EGOA Purpose. The EGOA is intended to provide a central point of contact for EGUV owners to coordinate compliance with development and maintenance obligations that are common to EGUV Owners either through development agreements or the Mill Creek Municipal Code. The City reserves the right to enforce such common obligations either through the EGOA or individual EGUV Owners. The EGUV Owners, through the EGOA Board, may optionally expand the scope of its authority beyond matters addressed within development agreements (e.g. marketing plans, event coordination...). Such expanded authority is beyond the scope of this Agreement and not subject to review or involvement by the City.

14.5 Duties and Obligations. The EGOA shall at minimum be responsible for enforcement, coordination, and oversight of obligations contained in Mill Creek Municipal Code and EGOA members' various development agreements to the extent performance of such obligations directly impact public use, access, and enjoyment of EGUV's commercial properties and public amenities (e.g. parking management, special event management, maintenance of right of way and sidewalk improvements, garbage pick-up and removal from commercial common areas that are open to the public). The EGOA may assume additional responsibilities, provided the transfer or assignment of such responsibility shall not relieve any EGUV Owner of their individual legal or contractual obligations to the City.

14.6 EGOA Board. The EGOA Board shall initially consist of not less than two EGUV Owners. The EGOA Board shall adopt and register articles of incorporation for the EGOA with the Washington State Secretary of State and shall adopt bylaws for governance of the EGOA. The articles of incorporation and bylaws shall (i) provide for the assessment, collection and enforcement of sufficient dues paid by EGUV Owners to meet the obligations and responsibilities of the EGOA; (ii) include at minimum all of the duties and obligations specified in this Section 14; and (iii) provide for the promulgation of such rules as the EGOA Board deems necessary or desirable for the safe, effective, attractive, and economically successful operation and maintenance of the EGUV.

15.0 Transfer of Property

15.1 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.

15.2 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.

16.0 Enforcement Authority; Police Power; Penalties

16.1 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.

16.2 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.

16.3 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:

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

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

16.3.3 Withhold certificates of occupancy pursuant to Section 9.

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

17.0 Conflicts; Dispute Resolution

17.1 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.

17.2 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 Development pursuant to MCMC 14.09.010(A)(7) or (8). Developer may appeal said interpretation as provided in the MCMC.

18.0 Modification; Termination

18.1 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.

18.2 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.

18.3 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.

19.0 Authority to Approve Agreement

19.1 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.

19.2 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-_____.

20.0 General Terms

20.1 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.

20.2 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.

20.3 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.

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

20.5 Covenant Running with Land. 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.

20.6 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.

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

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

20.9 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.

21.0 Exhibits

21.1 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: Map of the Proposed Binding Site Plan
- Exhibit D: EGUV Engineering Study
- Exhibit E: Parking Management Plan

City of Mill Creek:

Developer: Vintage Housing

Rebecca Polizzotto, City Manager

By: _____
Its: _____
Ryan Patterson

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:
City Attorney

APPROVED AS TO FORM:

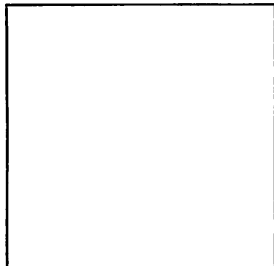
Shane Moloney City Attorney

Attorney for

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.



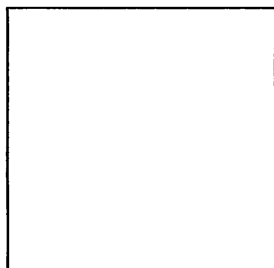
Print Name: _____
NOTARY PUBLIC in and for the state of
Washington, residing at:

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 MILL CREEK EGUV, 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: _____

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

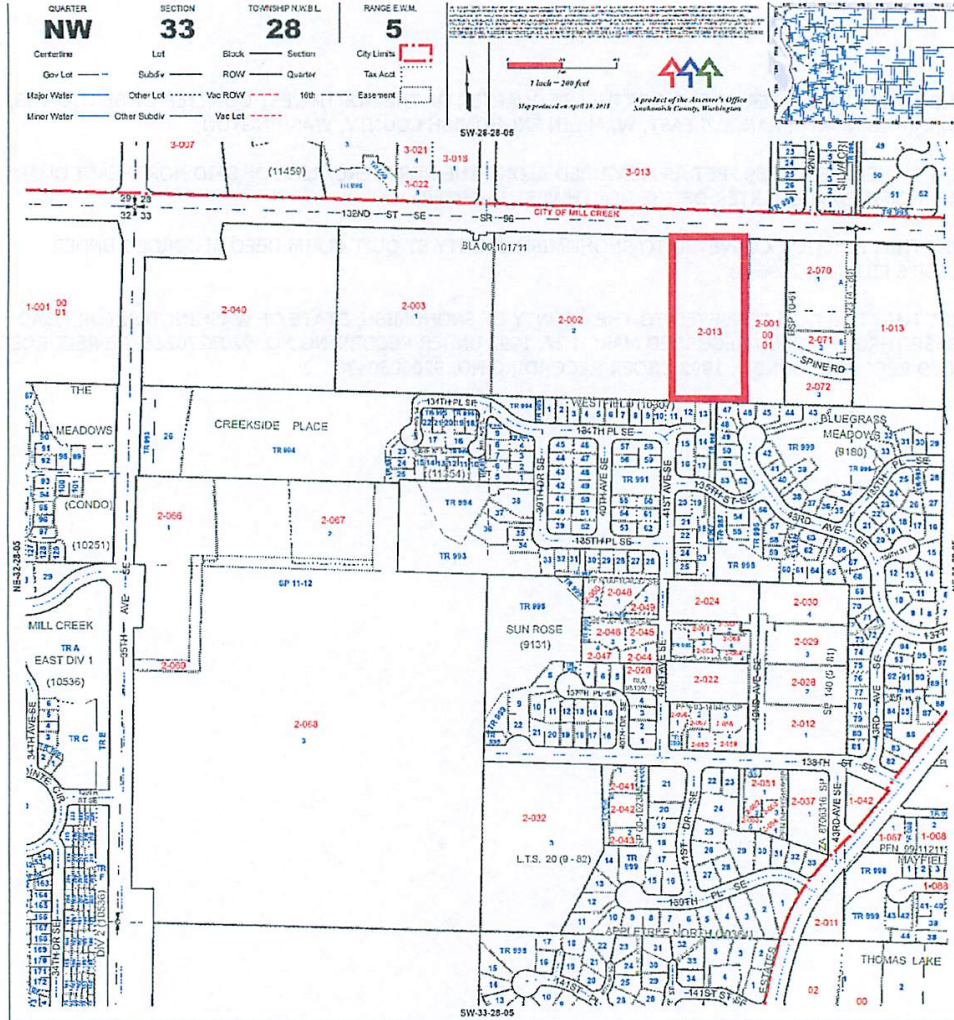
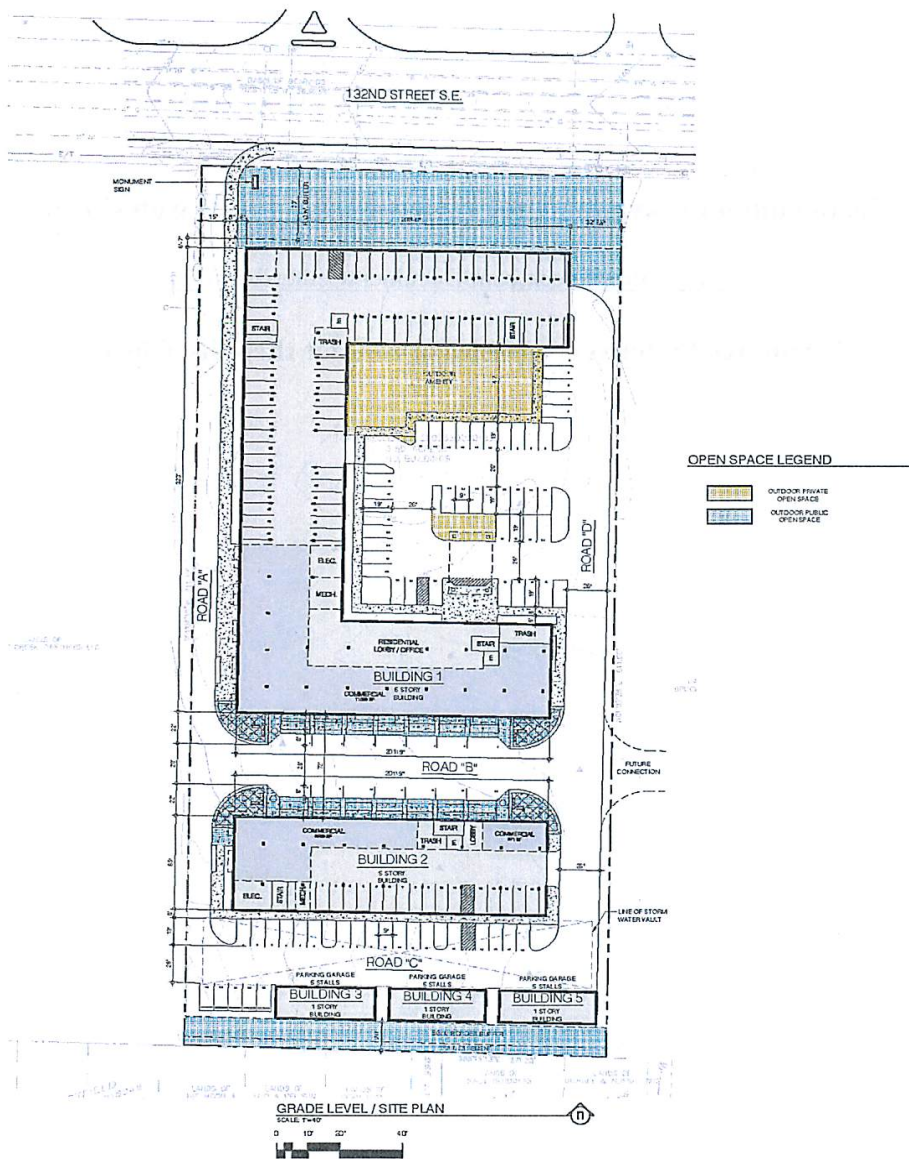


Exhibit C Map of Proposed Binding Site Plan



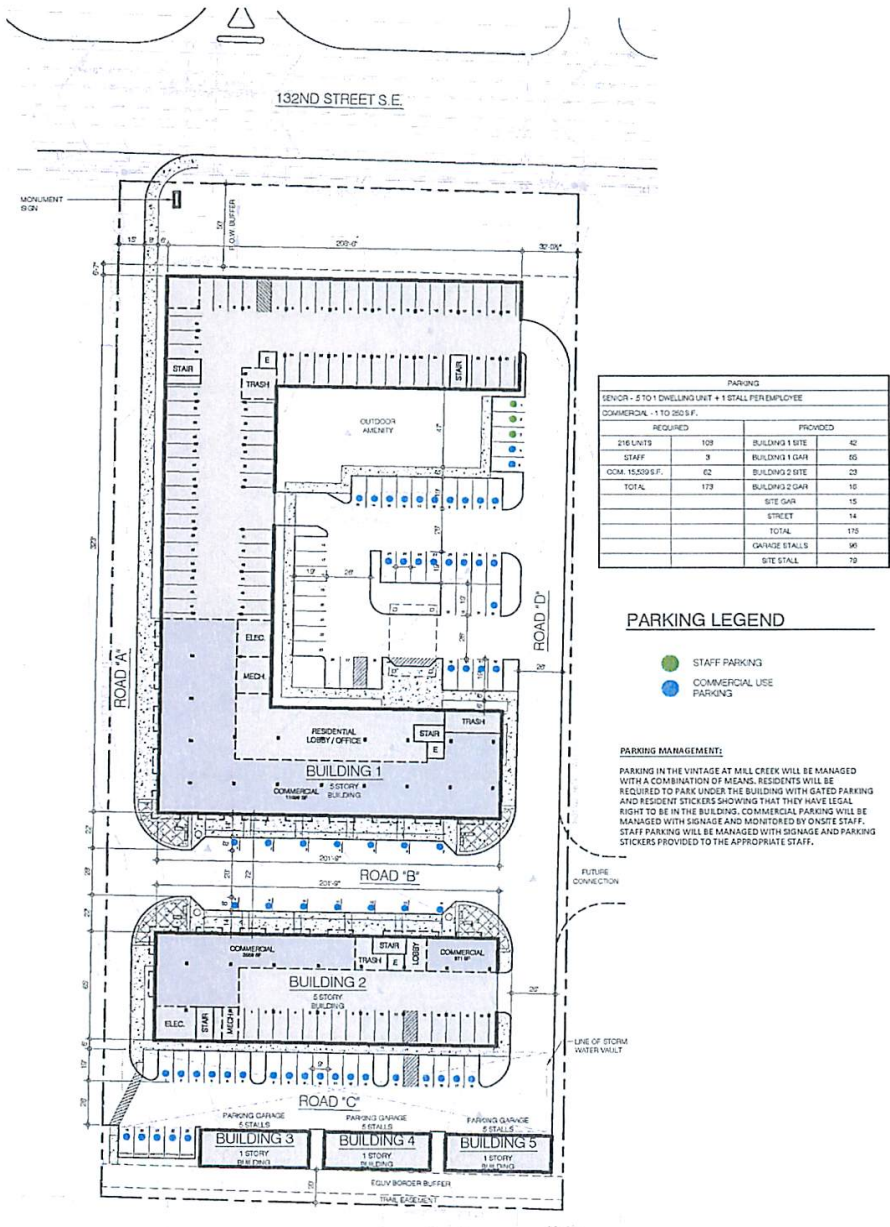
**Exhibit D
EGUV Engineering Study**

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.

Exhibit E Parking Management Plan

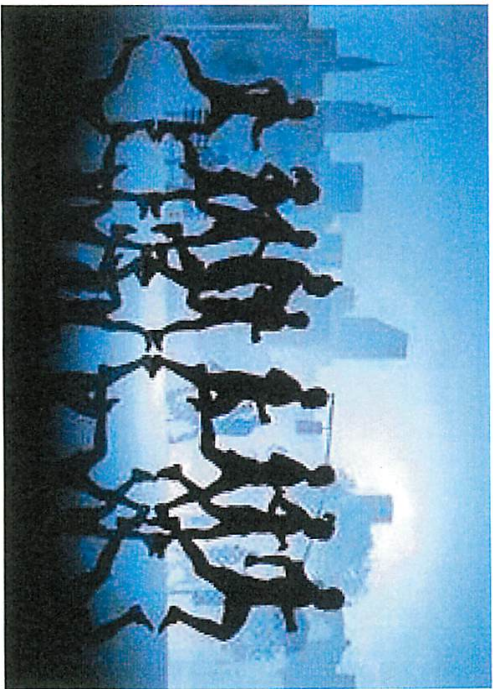


G:\PLANNING\WP\BINDING SITE PLANS\VINTAGE AT MILL CREEK (PL2015-0008) BS 15-65\DEVELOPMENT AGREEMENT\DA DRAFT VINTAGE AT MILL CREEK, BS 15-65.DOC



Let's Get Moving!

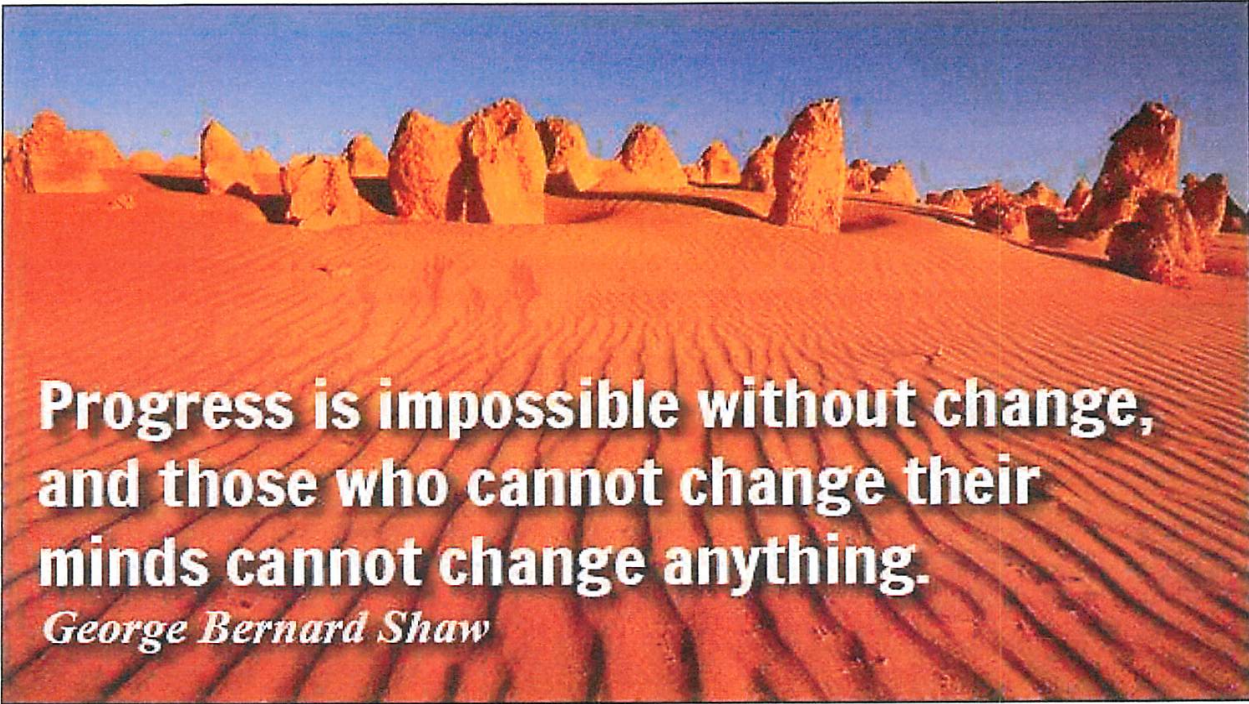
September 1, 2015



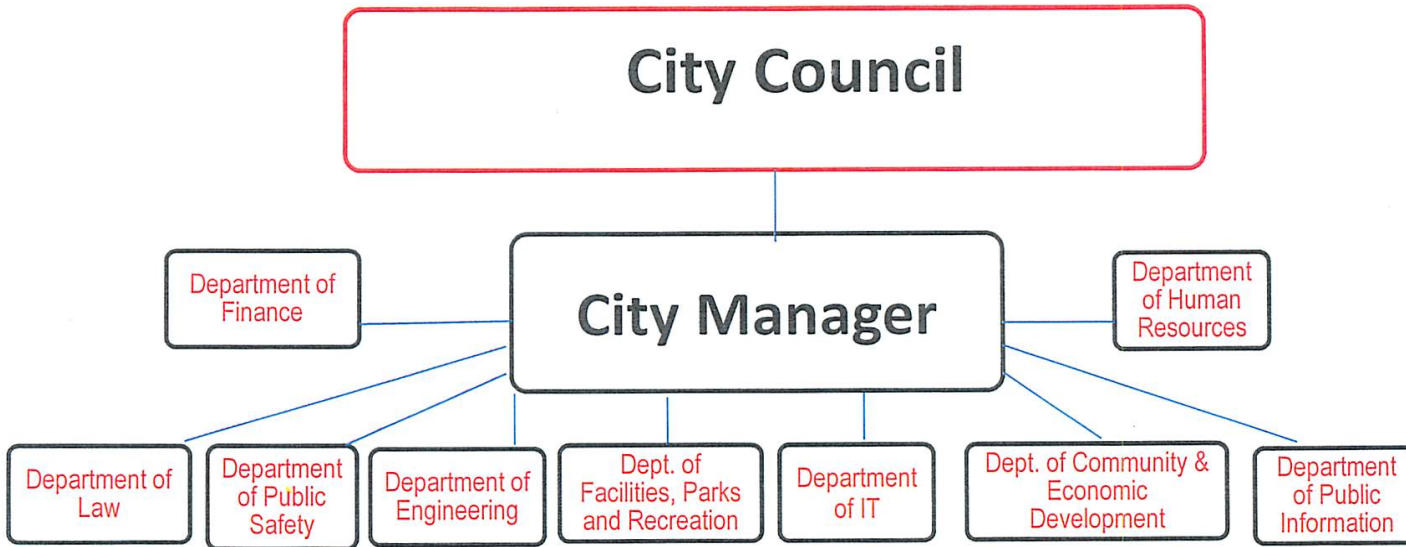
“In an earthquake, the most dangerous place to be is in a tall building that is not flexible. Yet, one of the safest places is a tall building that has been stressed for earthquakes -- - in other words, one that has a deep foundation and is flexible.

So, too, over the coming years..organizations that remain rigid will crumble and fall, while those that succeed in adding flexibility, teamwork and creativity to their cultures will thrive.” -Source Unknown





New Organizational Chart



Department of Law (Shane Moloney, Director)



Civil Law:

- Agency advice
- Risk Management
- Public Records
 - Maintain records related to City Council actions.
 - Update/maintain city code.
 - Maintain official City records including but not limited to ordinances, resolutions, agreements and minutes.
 - Process affidavits of publication on ordinances, special meeting notices and public hearings.
 - Organize and coordinate the indexing, maintenance and storage of citywide records.
 - Analyze records management policies and procedures.

- Implement electronic records management system.
- Provide training to city departments regarding public record requirements.
- Coordinates the process of all public records requests on behalf of all departments of the city.

Criminal Law:

- Manage Prosecution Contract
- Manage Public Defender Contract





Dept. of Facilities, Parks and Recreation (Tom Gathmann, Director)



- Parks & Recreation Board Liaison
- Art & Beautification Board Liaison
 - e.g. Art Trail
- Park Design
 - e.g. Dobson/Remillard
- Park Maintenance
 - Inmate/Community Service Work Crews
- Recreation Programming
- Community Event Programming
 - Memorial Day, July 4th, MCBA Festival, Veteran’s Day, Christmas
 - Volunteer Corps
- Tourism Communications/Marketing
- City Facility Rentals
- City Grants (Drafting)



Dept. of Community & Economic Development (Tom Rogers, Director)



- Economic Development
 - New Development
 - Business Recruitment/Retention
 - Re-Development
 - Liaison with Economic Development Organizations
- Planning
- Building Officials/Inspectors
- Permit Coordinator
- Code Enforcement
- Business License/Permits

"I've been doing this for some 35-years and Mill Creek is the only regulatory agency that I have worked with that gives the perception that I'm your only client!"



Department of Finance

(Landy Manuel, Director)

- Accounting
- Budgeting
 - WFOA Budget Award
 - GFOA Budget Award
- Purchasing
 - Purchasing Officer
 - Purchase Order/Encumbrance System
 - Centralized Purchasing System
- Payroll
- Financial Policies
- City Grants (monitoring)



Department of Engineering (Scott Smith, Director)

- Project Design (City CIP projects)
- Project Management (City CIP Projects)
- Engineering Review (New Development Projects)
- Right-of-Way Permits and Utility Locates
- Surface Water Utility



Department of Public Information

(Kelly Chelin, Director)



- City's Public Information Office
- Public Relations Committee
- Comprehensive city-wide communications strategy
- Attend relevant community meetings with or on behalf of City Manager
- Maintain City's website
- Manage all print communications
- Manage citizen communications
- Manage social media
- Manage logo development/protection
- Manage city marketing campaigns
- Prepare public presentations





Department of Public Safety

(Bob Crannell, Director)



Uniform Division

- Patrol
- Traffic Unit
- Bike Officers
- School Resource Officer
- K-9
- SWAT
- Crime Prevention
- Police Support Officer(s)

Customer Service Division

- Police Records
- Passports

Criminal Investigations Division

- Detectives
- Narcotics Investigations
- Evidence Processing/Storage

Fire Services

- Oversee delivery of fire services to ensure quality, efficiency and effectiveness.

Emergency Management

- Coordination, implementation & maintenance of City Emergency Management Plan.
- Liaison with Emergency Management Agencies



Department of Human Resources

(Laura Orlando, Director)

- Human Resource Information System
- Personnel Policies & Employee Handbook
- Compensation & Benefits
- Performance Appraisal System
- Labor Relations
- Recruitment & Retention
- Training & Development



- Employee Recognition
- City Intern Program



Department of Information Technology

(James Busch, Director)

- Client Services
- Development Services
- Network Services
- Advisory Services



The new organizational structure promotes some of the goals set forth in the City's April 2012 **Strategic Plan**:

- Provide a high level of quality public services to the citizens of Mill Creek, particularly in terms of law enforcement and parks and recreation programs.
- Keep cost increases to the lowest possible levels given the community's need for services.



The new organizational structure will also address many of the 2014 findings of the **Economic Development Committee:**

- Web page for developers to access for information about the City and what types of development the City is seeking.
- Coordinated effort to market the positive things the City has to offer.
- Dedicated City staff to foster economic development.
- Create relationships with business organizations.
- Create a tag line for use in City promotions.
- Continue to provide community oriented activities/events.



Financial Savings from Re-Organization (Biennium)

Vacant Commander Position

\$195,000

Vacant Legal Assistant

\$91,924

Guild & Healthcare Savings

\$63,434



Current Total Savings - \$350,358



Now we know what we're going to do –

Where are we going to do it?????



City of Mill Creek Capital Improvement Plan (2015-2021)

- Police Station
\$500,000 – 2017
\$4,000,000- 2018
- Public Works Maintenance Shop
\$1,200,000 – 2015
\$250,000 – 2016
- City Hall Remodel
\$500,000 – 2018
\$3,700,000 – 2019



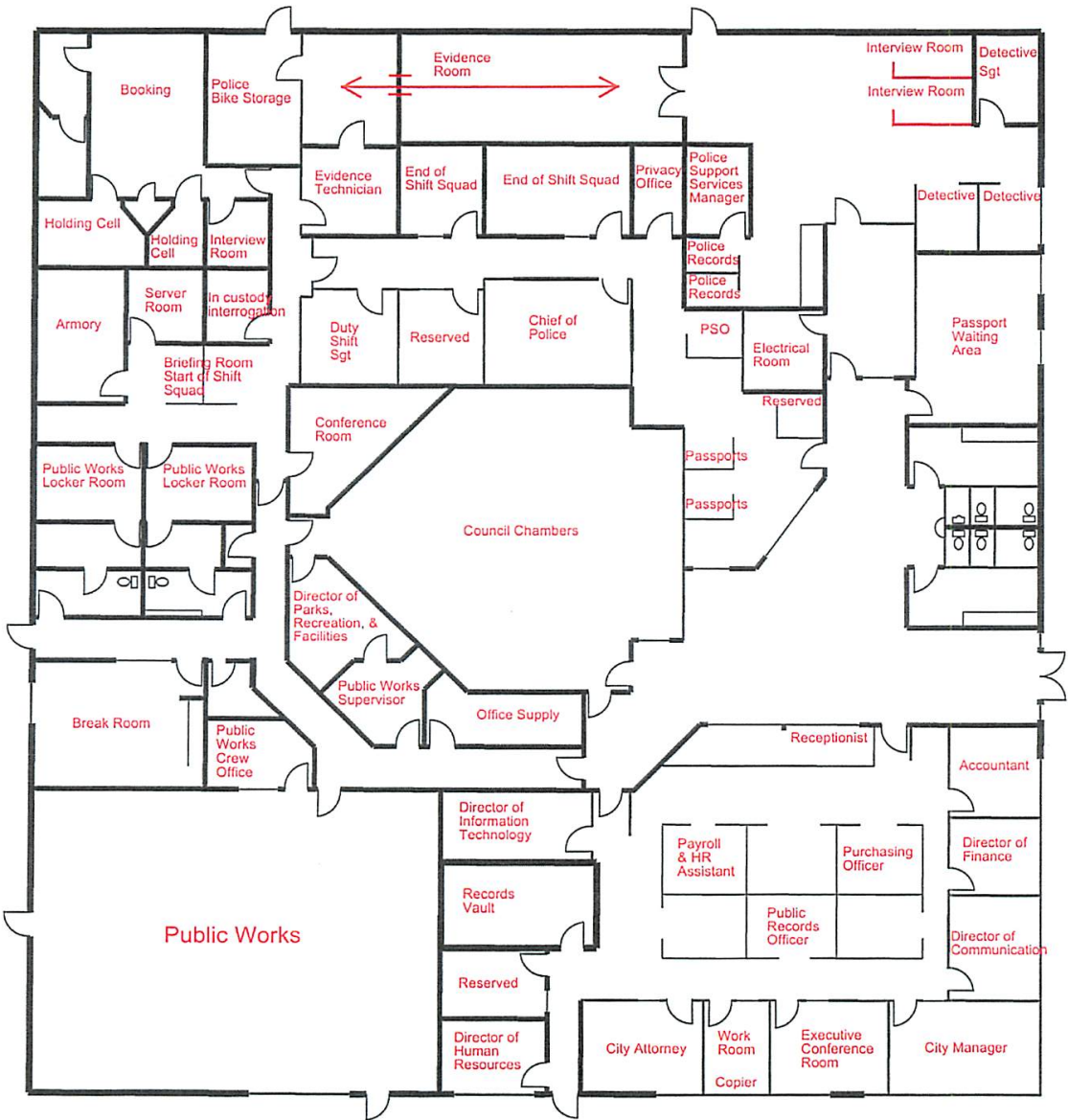
Total: \$10,150,000

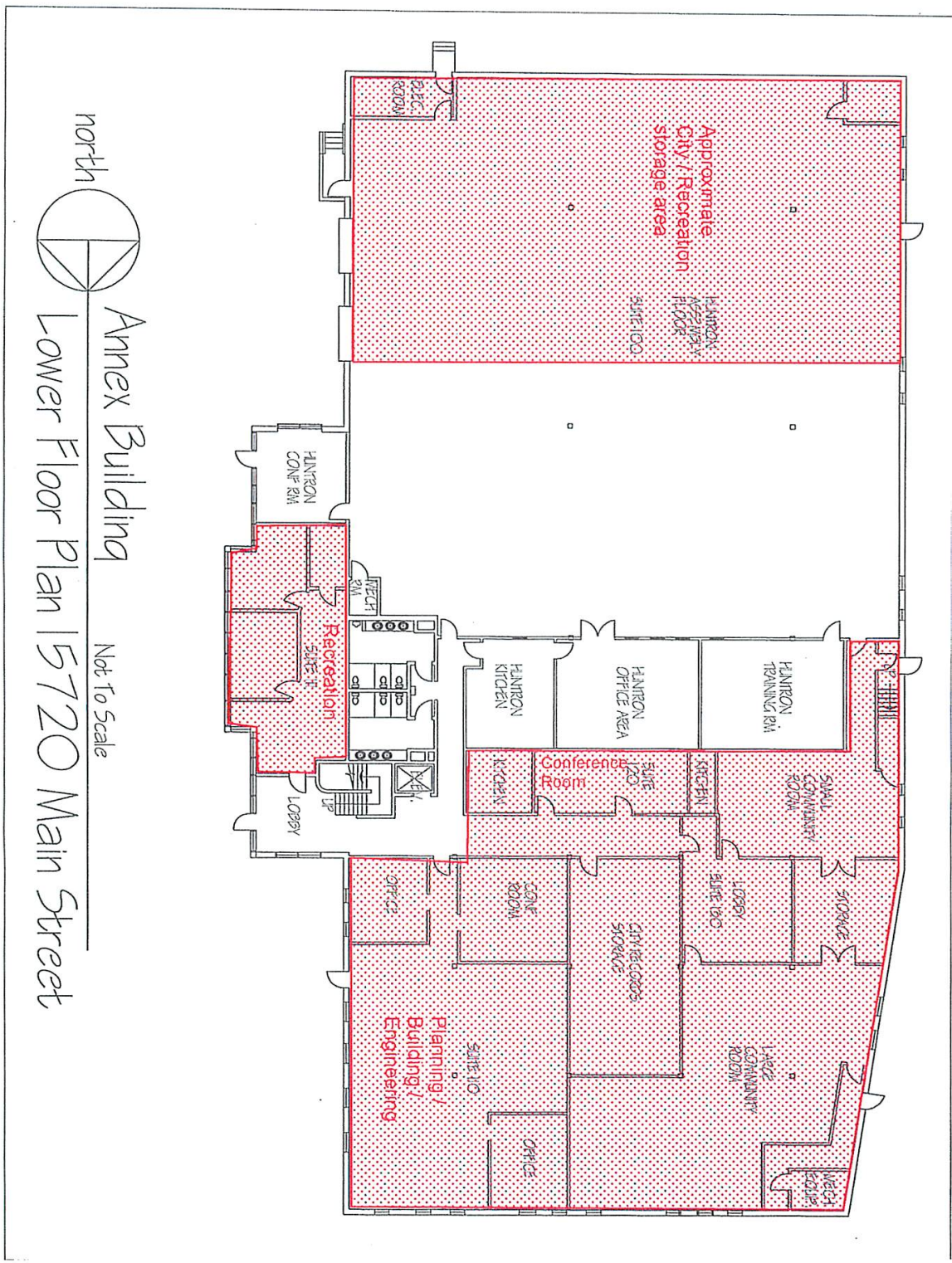


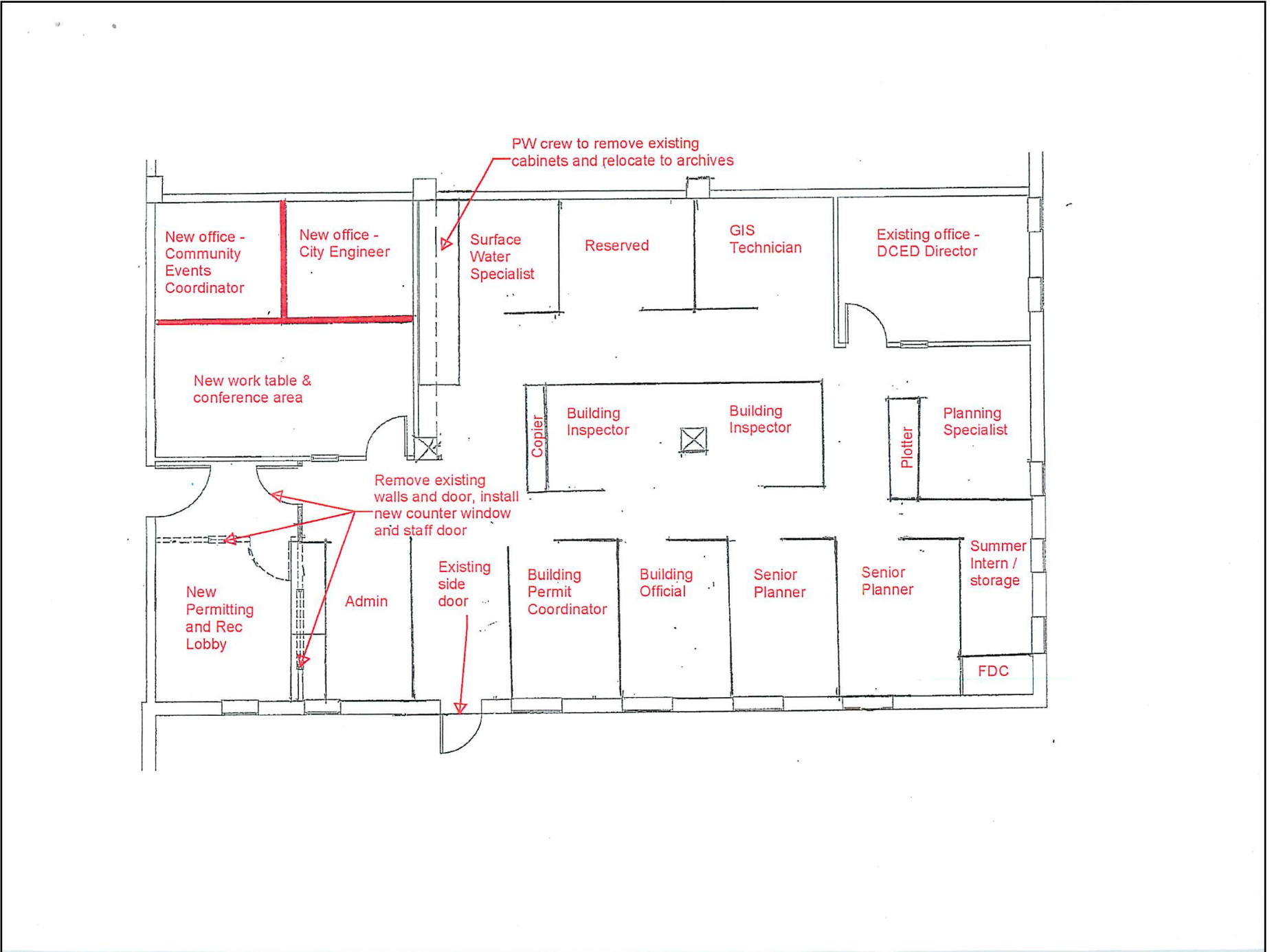
Management Philosophy

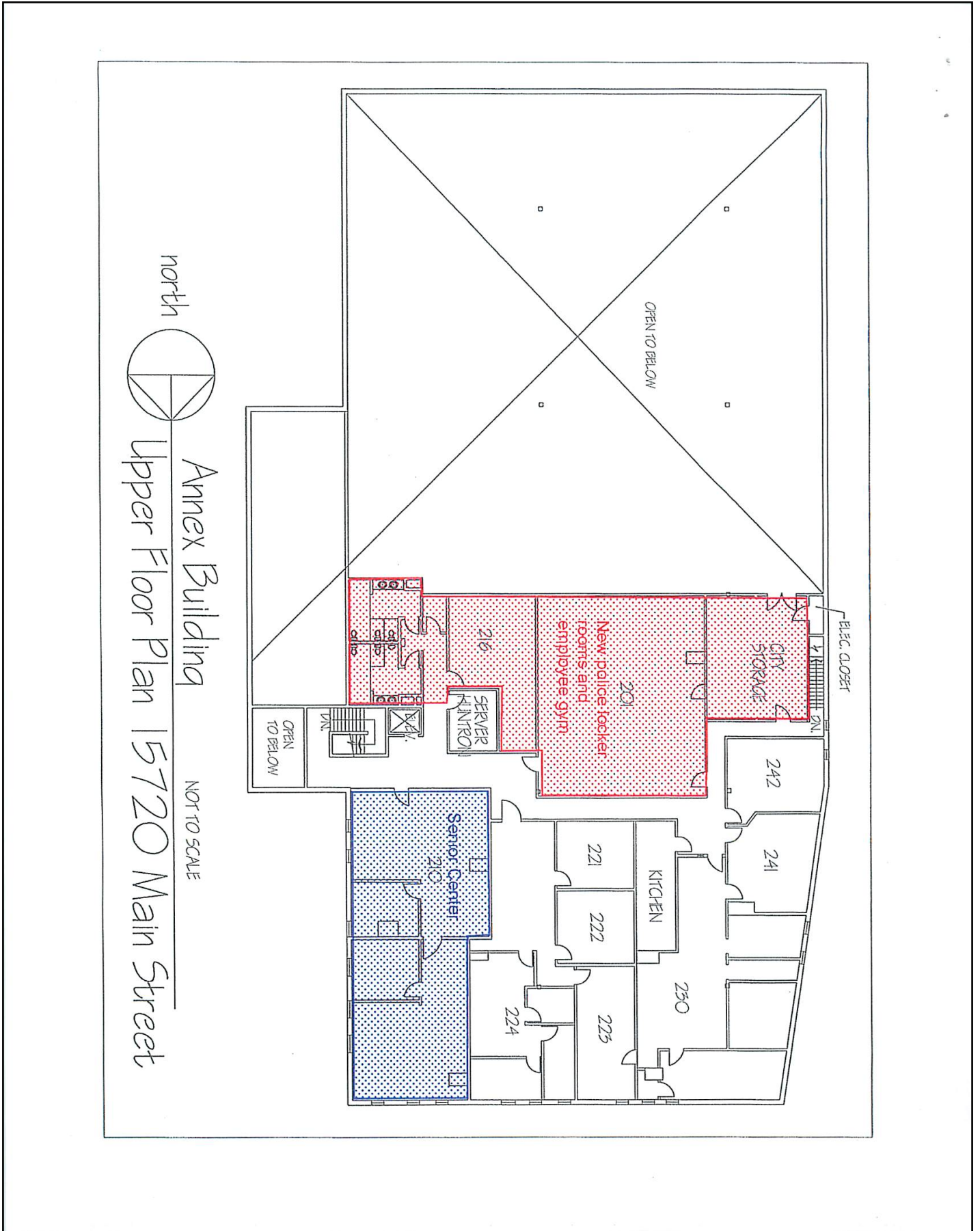
**All employees will be equally
valued and respected.**

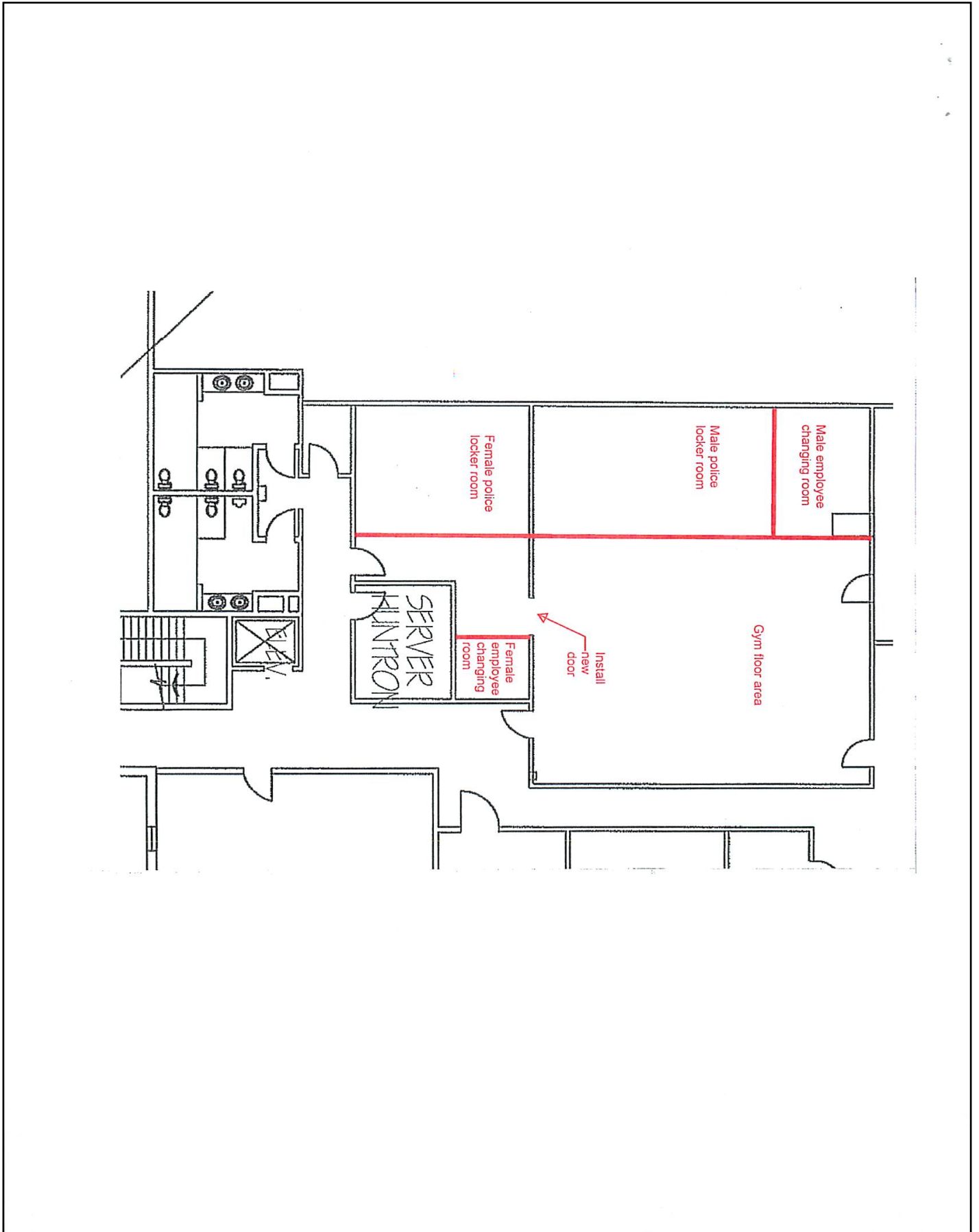












City Hall Expansion Costs

- Networking
- Construction
- Furniture
- Electrical
- Security
- Professional Fees
- Equipment

Total Estimated Cost:
\$396,950

General Fund: \$114,000
Annex Fund: \$282,950



City Hall Expansion Costs

2015-2021 Capital Improvement Plan:

- Police Expansion - \$4.5 million
- City Hall Remodel - \$4.2 million

Total \$8.7 million

Tonight's Proposal - \$396,950

Savings - **\$8.3 million**



Proposed Public Works Shop

- 1.6 acres on 132nd Street
 - 3600 sf administrative building
 - Maintenance Office
 - 4-Bay Maintenance Warehouse
- Original Estimated Cost - \$1.5 Million
- Current Budget: \$188,475 (Debt Service)



Concerns with Proposed Property

- Commercial Property
- Right in/Right Out – (\$75,000 cost to mitigate)
- Storm Water Quality Treatment (\$300,000)
- Purchasing the entire property but only utilizing a portion of the property (rear)



Independent Review Findings

Steve Hennessey – Hennessey Fleet Consulting
Former Fleet Manager, City of Tacoma



- The close proximity of the Cook property makes it an ideal location. Recommend erecting a building on the Cook property.
- Current parking at City Hall is a safety issue and there is no room for expansion.
- Proposed building would increase life of vehicles and equipment stored there.
- Save staff time by not having to winterize sweepers daily in winter months and defrosting other vehicles before start of shift.



New Proposal

- Retain Existing Space
- Utilize Cook Property
 - Construct new building
- Reconfigure City Hall/Annex Parking



Conceptual Drawing - Public Works Building



Projected Cost

- Basic Site Prep
- Utilities
- Miscellaneous
- Grading for Building & Parking
- Site Parking/Driveway
- Building

Total - \$582,565



Projected Savings

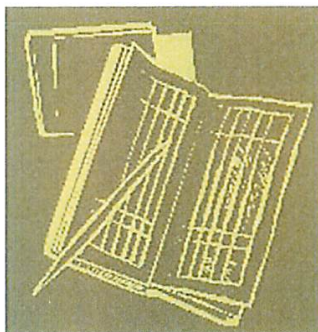
- Original Estimate - \$1.5 million
 - Annual debt service - \$125,650
 - Assume 15 years @ 3% interest rate
- Revised Original Estimate - \$1.9 million
 - Annual debt service - \$159,157
 - Assume 15 years @ 3% interest rate
- New Proposal - \$600,000
 - Annual debt service - \$91,818
 - Assume 7 years @ 1.75% interest rate

Total Project Cost Savings
\$1.3 million



Current Biennium Budget:

- Annex Building Improvements
\$550,000
- Public Works Building Debt Service
\$188,485



2015-2016 Budget Impact General Fund

Debt Service on \$1.5 Million	\$188,475
Debt Service on \$600,000	<u>(\$91,818)</u>
Debt Service Savings	\$96,657 +
Personnel Savings	<u>\$350,358</u>
Total Savings	\$447,015
City Hall Expansion Costs	<u>(\$114,000)</u>
 Net Savings	 <u>\$333,015</u>



2015-2016 Budget Impact Annex Fund

City of Mill Creek
 ANNEX FUND
 For the 2015-2016 Budget

	Annex Fund 2015-2016 Budget	Annex Fund 2015-2016 Projected
Sources of Funds:		
Beginning Reserves 01/01/2015	\$ 756,613	\$ 756,613
Lease revenue	355,000	309,087
Lease hold excise	9,000	9,000
Interest	5,000	15
Total Revenues	\$ 369,000	\$ 318,102
Total Sources of Funds	1,125,613	1,074,715
Uses of Funds:		
Supplies	7,000	7,000
Professional Services	52,000	52,000
Professional Services - Legal	5,000	5,000
Indirect cost	71,794	71,794
Insurance	13,500	13,500
Electricity	50,000	50,000
Natural Gas	6,000	6,000
Water & Sewer	12,000	12,000
Repair & Maintenance	30,000	30,000
Tenant Improvements	35,000	10,000
Building Improvements	550,000	550,000
Leasehold Excise tax	28,000	28,000
Estimated Remodel Costs	-	282,950
Total Uses of Funds	\$ 860,294	\$ 1,118,244
Net Change in Reserves	\$ (491,294)	\$ (800,142)
Ending Reserves 12/31/2016	\$ 634,319	\$ 274,572



2015-2016 Budget Performance

(As of July 31, 2015)



Let's Get Moving!

Reorganization = Savings

City Hall Expansion = Savings

Public Works Facility = Savings

Flexibility + Teamwork + Creativity =



<http://www.millcreekwa.gov>

SUCCESS!



What are we asking of the Council tonight?

- Support the City Manager's Staff Reorganization Plan
- Support the Proposed City Hall Expansion Plan
- Authorize City Manager to Proceed with Preparation of Design and Bid Documents for:
 - Annex Building Roof
 - Annex Building HVAC
 - City Hall/Annex Building Remodel
 - Public Works Facility





MEMORANDUM

TO: City Council
FROM: Landy Manuel, Finance Director
DATE: August 25, 2015
SUBJECT: Financial Report as of July 31, 2015 relating actual performance to the biennial budget ending December 31, 2016

General Fund:

Fund balance at the end of July is \$6,106,809.

Revenues (see General Fund Revenue Report and related graphs):

Total General Fund revenues are 2.8% or \$181,449 ahead of budget year to date. Given the strength of sales tax and development fee revenues so far it is safe to assume that the General Fund revenue budget total of \$23.8 million will be attained this biennium.

Regular and EMS property tax 25.9% collected \$23,506 over budget for the year to date. Second half payments are due the end of October with receipt by the City in November.

Sales tax 29.6% collected \$84,948 in excess of budget prediction for seven months. Sales tax from retail trade and services makes up 80% of the total year to date well ahead of the 75% historically. Sales tax from construction makes up 14.3% of the total which is a solid figure neither too high nor too low. This indicates an uptick in more sustainable sources of sales tax revenue (like restaurants) that is more reliable than one time building activity revenue. When the economy is good people come to Mill Creek to dine out!

Licenses and Permits 39.4% collected \$56,322 over budget. Building permit activity has been good and weather cooperating. Twenty thousand of the excess is from an unbudgeted contract fee from Waste Management.

Intergovernmental and Grants 18.6% collected \$18,379 over budget. Thanks to an official population increase that is greater than anticipated and an increase in per capita distribution amounts state shared revenues will-out perform for the biennium. The restoration by the legislature of our liquor excise share was included in budget estimates. Grant applications for bullet proof vests and LiveScan finger printing have been submitted.

Charges for Services 44.4% collected \$101,658 over budget. Passport and development fee activity continue at very strong levels. Passport sales have averaged \$22,600 per month, we budgeted \$17,700 per month. Development fees overall are already 60% collected and the budget did not include revenue for the Vintage project.

Fines and Miscellaneous is \$52,152 under budget through July. Traffic infractions and investment interest revenues continue to run below expectations.

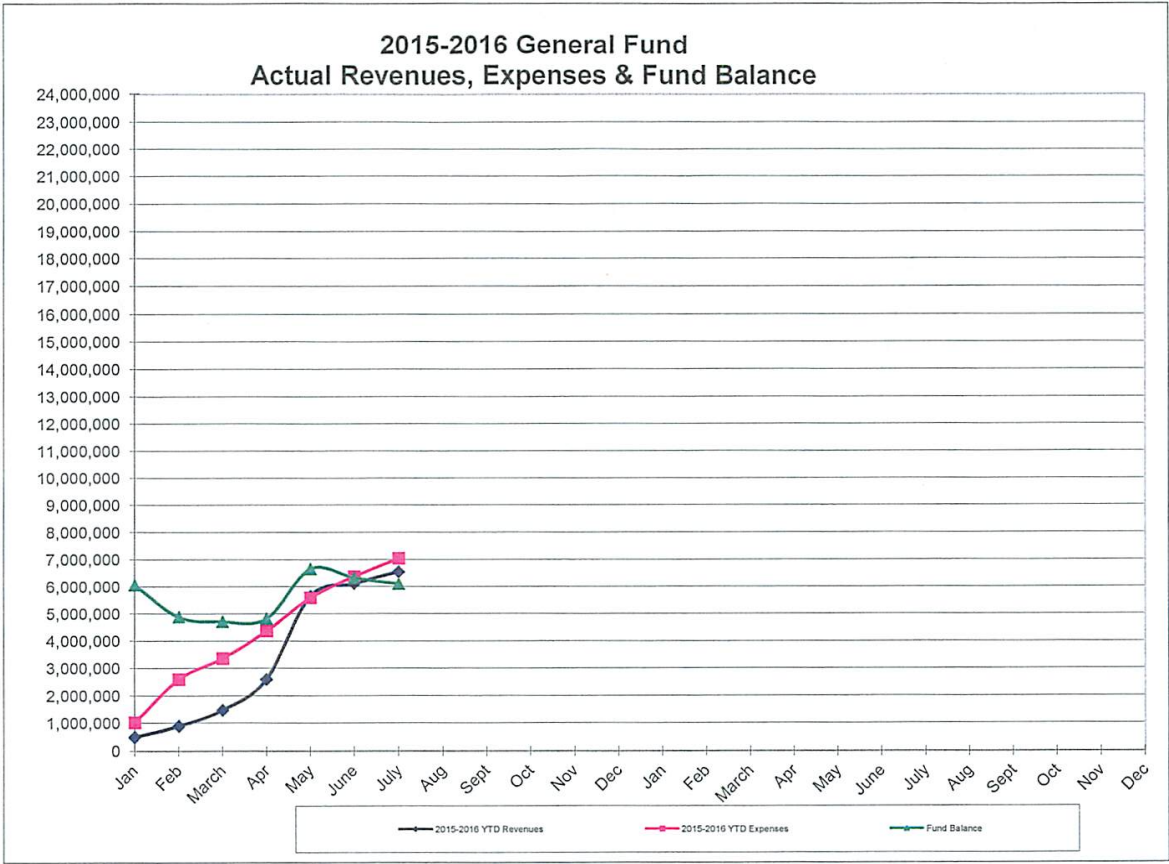
Expenditures (see General Fund Expenditure Report and related graphs):

Total General Fund expenses are 27.6% spent which is \$187,610 under budget through July. All departmental budgets are on track seven months into the biennium with the exception of the Legislative department. Council's budget has had to absorb \$23,000 in unbudgeted recruitment costs for the city manager search. Budget monitoring has taken on a new emphasis with the arrival of the new City Manager. Her support of the finance department should ensure that adopted departmental budgets are adhered to and is greatly appreciated.

Street Fund:

Due to the population increase of the City and the new gas tax passed by the legislature that is in part shared with cities it is unlikely that this fund will need the budgeted subsidy from the General Fund. The "extra" gas tax revenue will be about \$59,000 for the biennium. The budgeted transfer if not made will save the General Fund \$42,000.

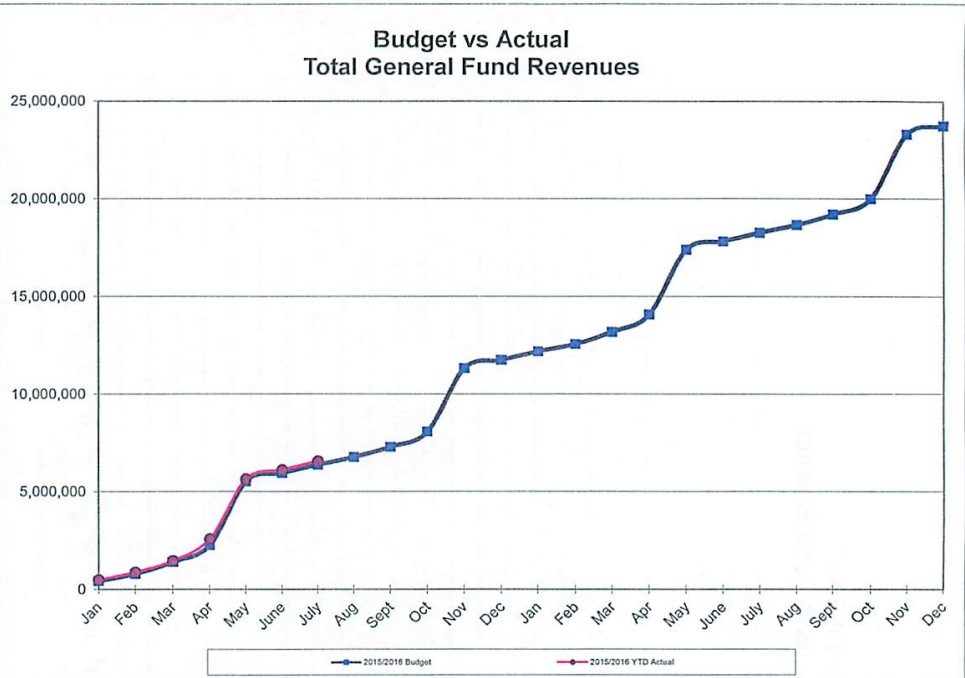
Month	2015-2016 YTD Revenues	2015-2016 YTD Expenses	Fund Balance
Jan	498,453	1,020,434	6,067,540
Feb	888,356	2,589,195	4,888,681
March	1,477,497	3,350,515	4,716,502
Apr	2,600,618	4,363,653	4,826,486
May	5,649,205	5,584,091	6,654,635
June	6,117,974	6,372,560	6,334,934
July	6,556,574	7,039,286	6,106,809
Aug			
Sept			
Oct			
Nov			
Dec			
Jan			
Feb			
March			
Apr			
May			
June			
July			
Aug			
Sept			
Oct			
Nov			
Dec			



Total General Fund Revenues

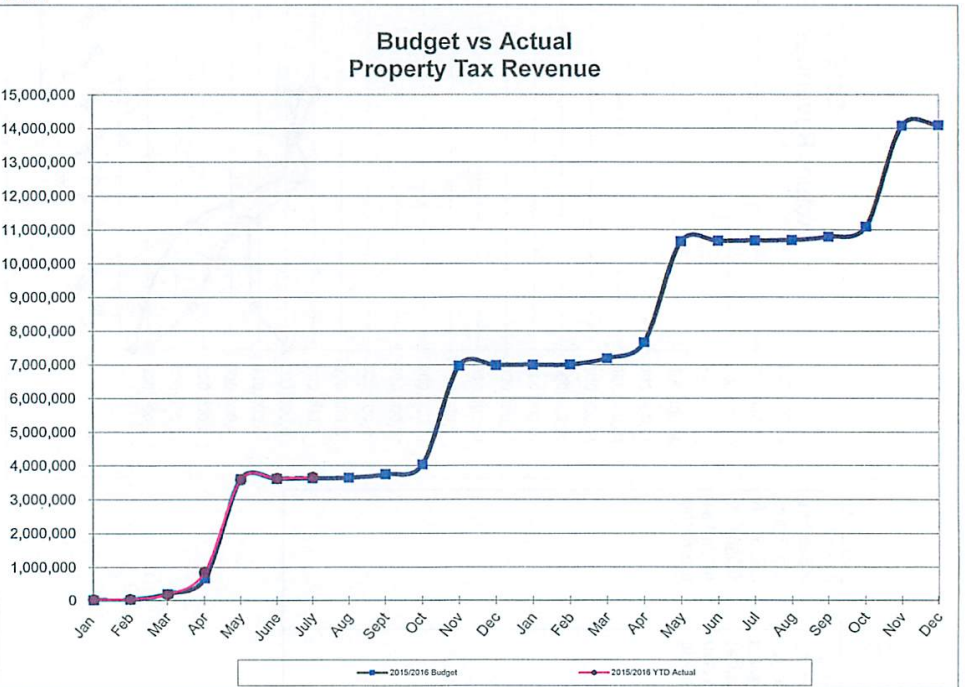
Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	434,062	498,453
Feb	800,069	888,356
Mar	1,412,561	1,477,497
Apr	2,283,836	2,600,618
May	5,526,394	5,649,205
June	5,949,169	6,117,974
July	6,375,125	6,556,574
Aug	6,767,969	
Sept	7,296,308	
Oct	8,074,163	
Nov	11,325,445	
Dec	11,752,666	
Jan	12,196,866	
Feb	12,575,742	
Mar	13,201,084	
Apr	14,090,984	
May	17,398,384	
June	17,831,553	
July	18,268,181	
Aug	18,672,985	
Sept	19,214,149	
Oct	20,007,585	
Nov	23,324,099	
Dec	23,762,157	
YTD over (under) Budget		181,449
Actual % of YTD Budget		102.8%
% of Total Budget Collected		27.6%

3,488,979



REGULAR & EMS PROPERTY TAX

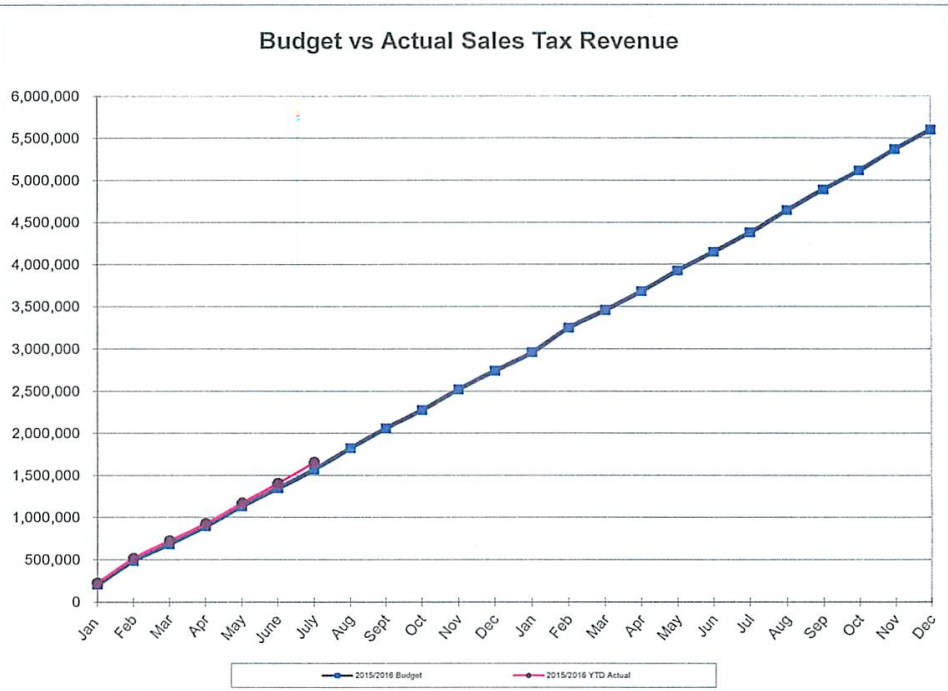
Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	13,972	29,284
Feb	20,958	39,882
Mar	202,594	186,705
Apr	670,656	866,294
May	3,604,776	3,594,032
June	3,618,748	3,633,605
July	3,632,720	3,656,226
Aug	3,646,692	
Sept	3,744,496	
Oct	4,037,908	
Nov	6,972,028	
Dec	6,986,000	
Jan	7,000,228	
Feb	7,007,343	
Mar	7,192,311	
Apr	7,668,961	
May	10,656,916	
Jun	10,671,144	
Jul	10,685,373	
Aug	10,699,601	
Sep	10,799,199	
Oct	11,097,995	
Nov	14,085,950	
Dec	14,100,178	
YTD over (under) Budget		23,506
Actual % of YTD Budget		100.6%
% of Total Budget Collected		25.9%



General Fund Revenues

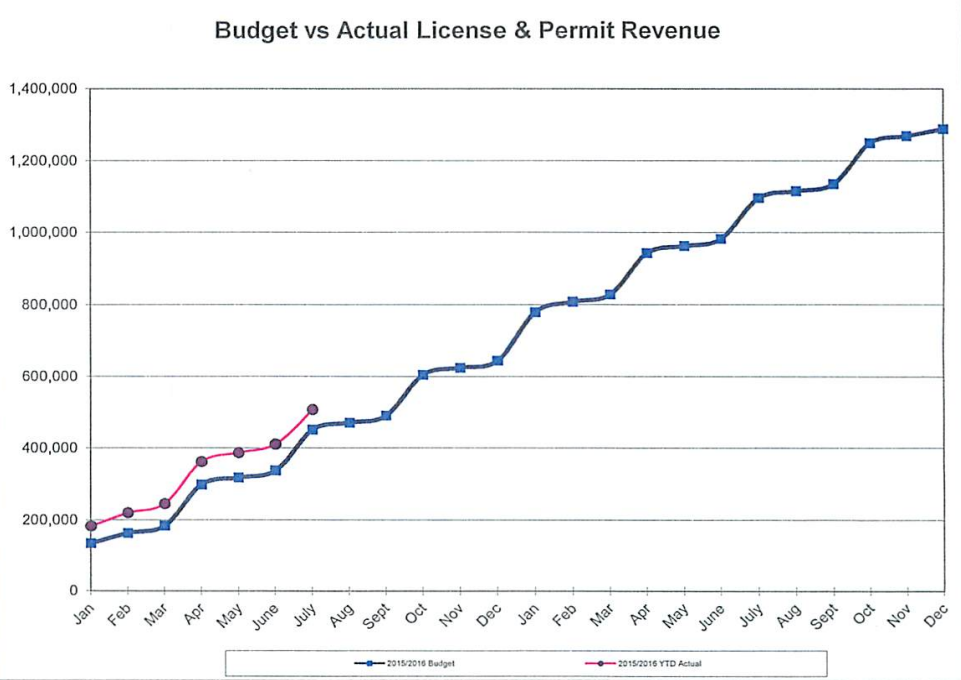
RETAIL, PUBLIC SAFETY, & CRIMINAL JUSTICE SALES TAX

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	208,919	228,176
Feb	486,459	518,173
Mar	686,888	725,433
Apr	899,545	929,224
May	1,135,597	1,173,708
June	1,350,651	1,405,913
July	1,572,428	1,657,376
Aug	1,825,059	
Sept	2,061,844	
Oct	2,278,581	
Nov	2,523,351	
Dec	2,742,852	
Jan	2,960,456	
Feb	3,249,541	
Mar	3,458,292	
Apr	3,679,790	
May	3,925,649	
Jun	4,149,645	
Jul	4,380,643	
Aug	4,643,782	
Sep	4,890,404	
Oct	5,116,142	
Nov	5,371,114	
Dec	5,600,000	
YTD over (under) Budget		84,948
Actual % of YTD Budget		105.4%
% of Total Budget Collected		29.6%



LICENSES & PERMITS

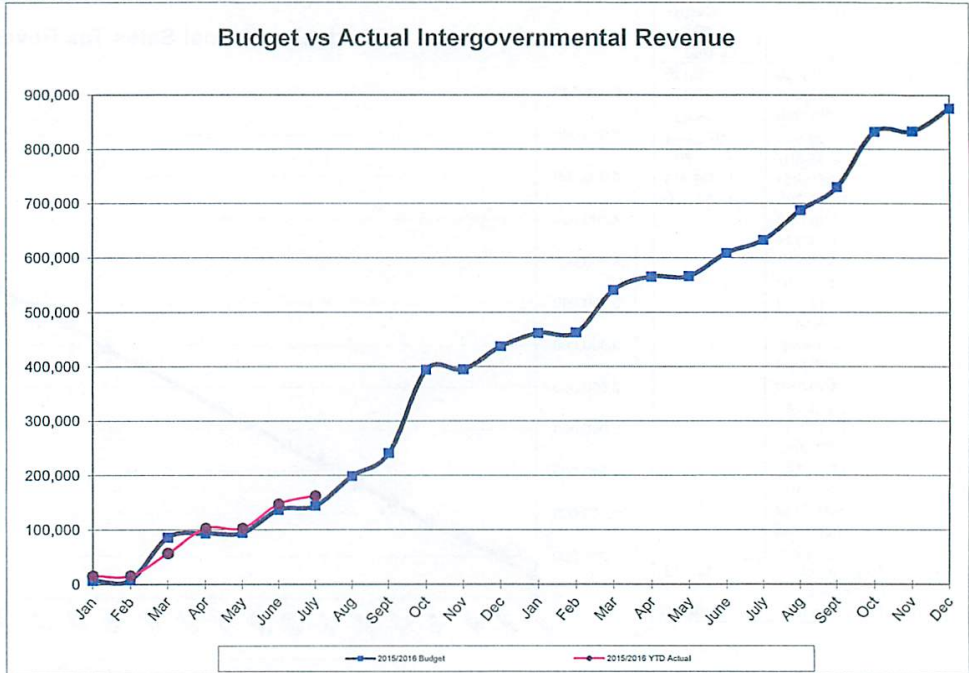
Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	134,964	183,355
Feb	163,664	219,590
Mar	184,051	245,371
Apr	298,400	362,227
May	318,005	387,423
June	337,615	411,457
July	451,614	507,937
Aug	471,225	
Sept	490,835	
Oct	604,834	
Nov	624,445	
Dec	644,055	
Jan	779,019	
Feb	807,719	
Mar	828,106	
Apr	942,455	
May	962,065	
June	981,674	
July	1,095,673	
Aug	1,115,283	
Sept	1,134,892	
Oct	1,248,891	
Nov	1,268,500	
Dec	1,288,110	
YTD over (under) Budget		56,322
Actual % of YTD Budget		112.5%
% of Total Budget Collected		39.4%



General Fund Revenues

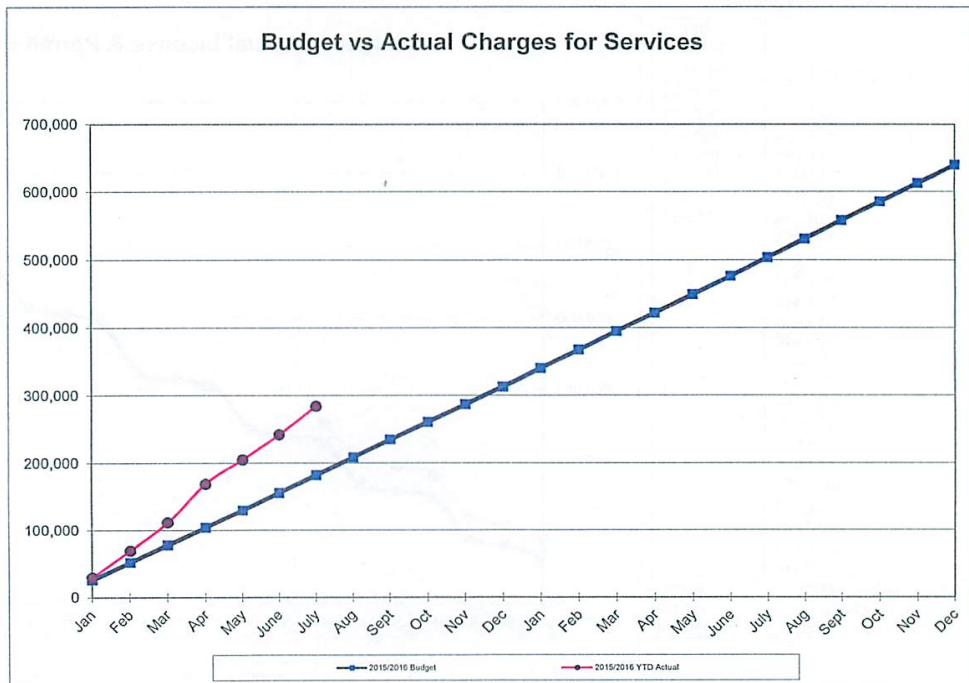
INTERGOVERNMENTAL & GRANTS

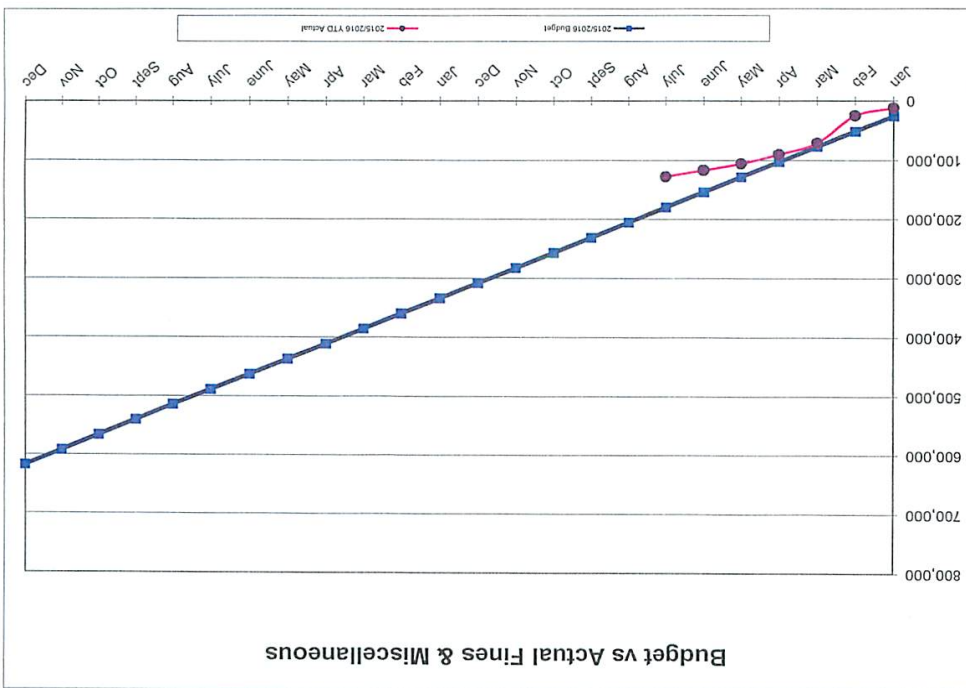
Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	7,211	15,897
Feb	8,170	15,897
Mar	86,385	57,048
Apr	93,596	102,878
May	94,555	102,878
June	136,871	147,414
July	144,082	162,460
Aug	198,890	
Sept	241,206	
Oct	394,610	
Nov	395,569	
Dec	437,885	
Jan	462,269	
Feb	463,227	
Mar	541,443	
Apr	565,828	
May	566,786	
June	609,102	
July	633,486	
Aug	688,295	
Sept	730,610	
Oct	832,495	
Nov	833,453	
Dec	875,769	
YTD over (under) Budget		18,379
Actual % of YTD Budget		112.8%
% of Total Budget Collected		18.6%



CHARGES FOR SERVICES

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	26,073	29,820
Feb	52,146	69,851
Mar	78,219	111,849
Apr	104,292	169,625
May	130,365	205,140
June	156,438	242,037
July	182,510	284,168
Aug	208,583	
Sept	234,656	
Oct	260,729	
Nov	286,802	
Dec	312,875	
Jan	340,144	
Feb	367,413	
Mar	394,681	
Apr	421,950	
May	449,219	
June	476,488	
July	503,756	
Aug	531,025	
Sept	558,294	
Oct	585,593	
Nov	612,831	
Dec	640,100	
YTD over (under) Budget		101,658
Actual % of YTD Budget		155.7%
% of Total Budget Collected		44.4%



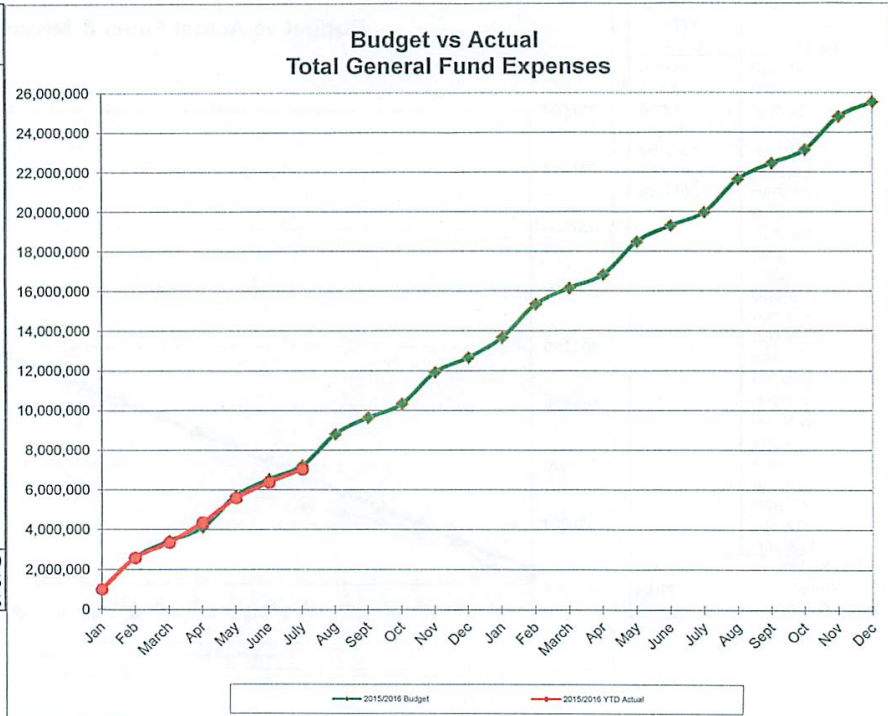


General Fund Revenues
FINES & MISCELLANEOUS

Month	2015/2016 Budget	2015/2016 Actual
Jan	25,750	11,920
Feb	51,500	24,961
Mar	77,250	71,086
Apr	103,000	90,351
May	128,750	105,907
June	154,500	117,169
July	180,250	180,250
Aug	206,000	128,098
Sept	231,750	206,000
Oct	257,500	231,750
Nov	283,250	257,500
Dec	309,000	283,250
Jan	334,750	309,000
Feb	360,500	334,750
Mar	386,250	360,500
Apr	412,000	386,250
May	437,750	412,000
June	463,500	437,750
July	489,250	463,500
Aug	515,000	489,250
Sept	540,750	515,000
Oct	566,500	540,750
Nov	592,250	566,500
Dec	618,000	592,250
YTD over (under) Budget	(52,152)	71.1%
Actual % of YTD Budget	71.1%	20.7%
% of Total Budget Collected	20.7%	

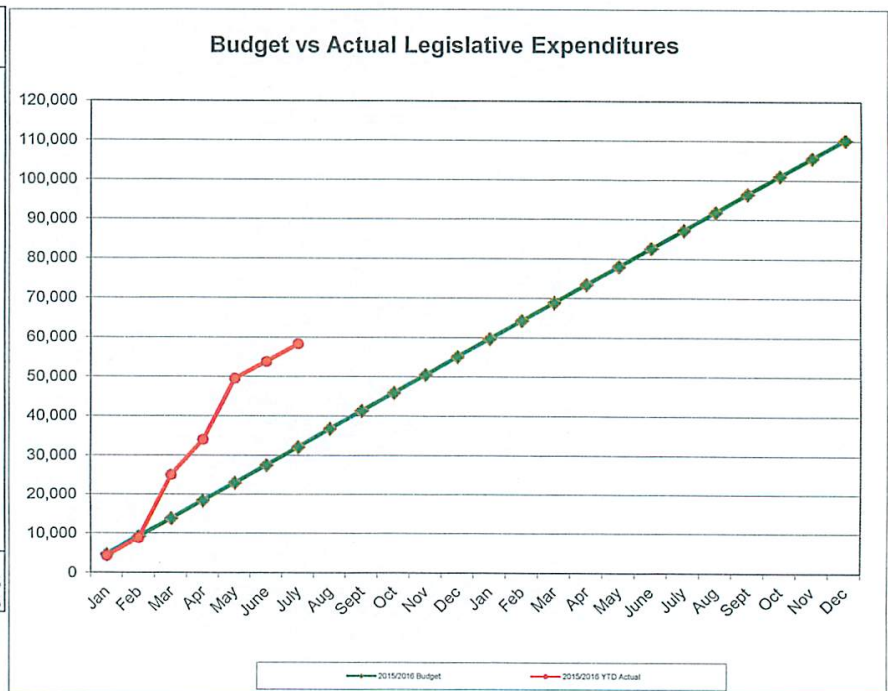
Total General Fund Expenses

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	1,010,405	1,020,434
Feb	2,602,914	2,589,195
March	3,429,036	3,350,515
Apr	4,118,650	4,363,653
May	5,711,160	5,584,091
June	6,537,282	6,372,560
July	7,226,896	7,039,286
Aug	8,819,405	
Sept	9,645,527	
Oct	10,335,141	
Nov	11,932,651	
Dec	12,676,350	
Jan	13,687,746	
Feb	15,349,047	
March	16,161,802	
Apr	16,838,050	
May	18,499,351	
June	19,312,106	
July	19,988,354	
Aug	21,649,654	
Sept	22,462,410	
Oct	23,138,657	
Nov	24,807,783	
Dec	25,539,291	
YTD over (under) Budget		(187,610)
YTD Actual % of YTD Budget		97.4%
% of Total Budget Expended		27.6%



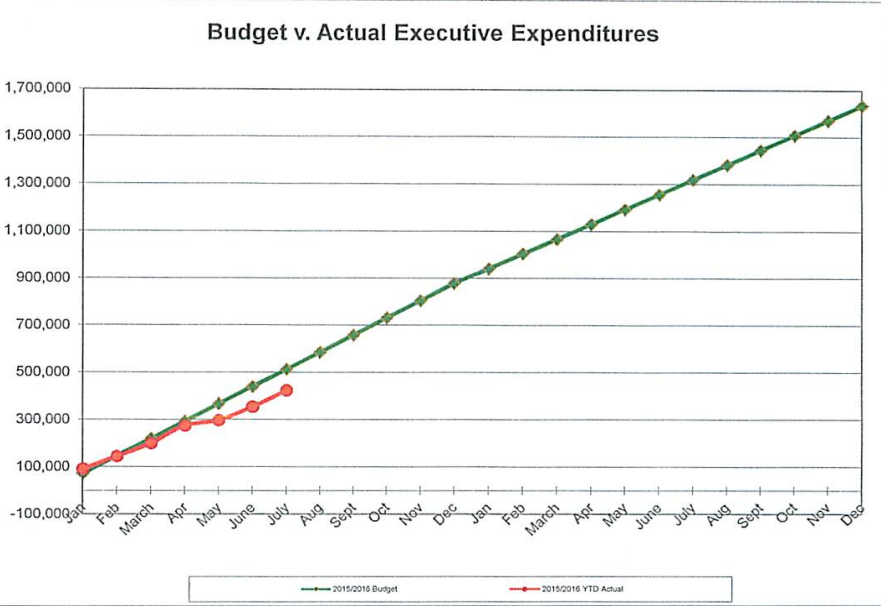
LEGISLATIVE

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	4,592	4,290
Feb	9,183	8,824
Mar	13,775	25,080
Apr	18,366	34,012
May	22,958	49,538
June	27,549	53,812
July	32,141	58,335
Aug	36,732	
Sept	41,324	
Oct	45,915	
Nov	50,507	
Dec	55,098	
Jan	59,689	
Feb	64,281	
Mar	68,872	
Apr	73,464	
May	78,055	
June	82,647	
July	87,238	
Aug	91,829	
Sept	96,421	
Oct	101,012	
Nov	105,604	
Dec	110,195	
YTD over (under) Budget		26,195
YTD Actual % of YTD Budget		181.5%
% of Total Budget Expended		52.9%



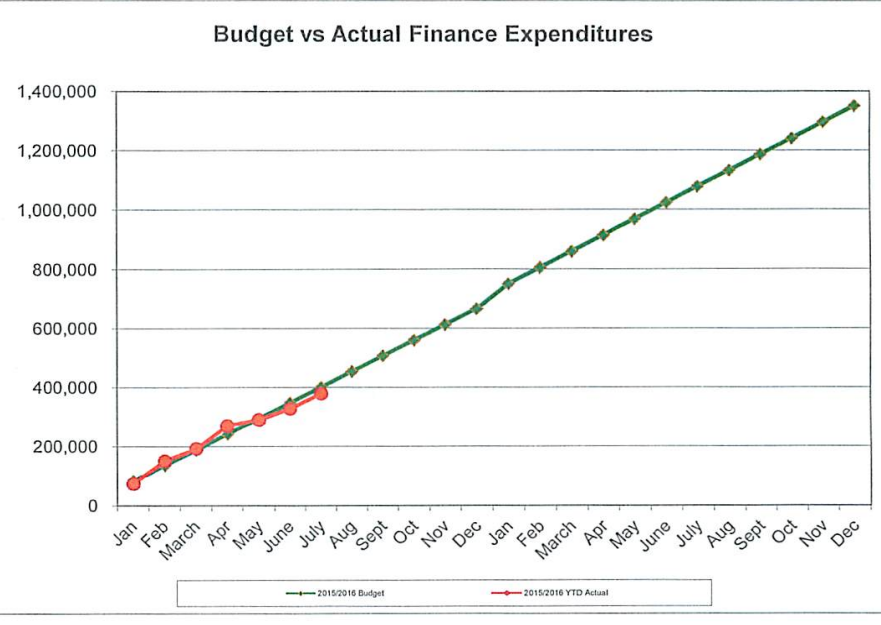
EXECUTIVE

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	73,224	91,839
Feb	146,448	144,658
March	219,672	199,508
Apr	292,895	273,650
May	366,119	296,160
June	439,343	354,034
July	512,567	422,950
Aug	585,791	
Sept	659,015	
Oct	732,238	
Nov	805,462	
Dec	878,686	
Jan	941,712	
Feb	1,004,737	
March	1,067,763	
Apr	1,130,789	
May	1,193,814	
June	1,256,840	
July	1,319,866	
Aug	1,382,891	
Sept	1,445,917	
Oct	1,508,943	
Nov	1,571,968	
Dec	1,634,994	
YTD over (under) Budget		(89,616)
YTD Actual % of YTD Budget		82.5%
% of Total Budget Expended		25.9%



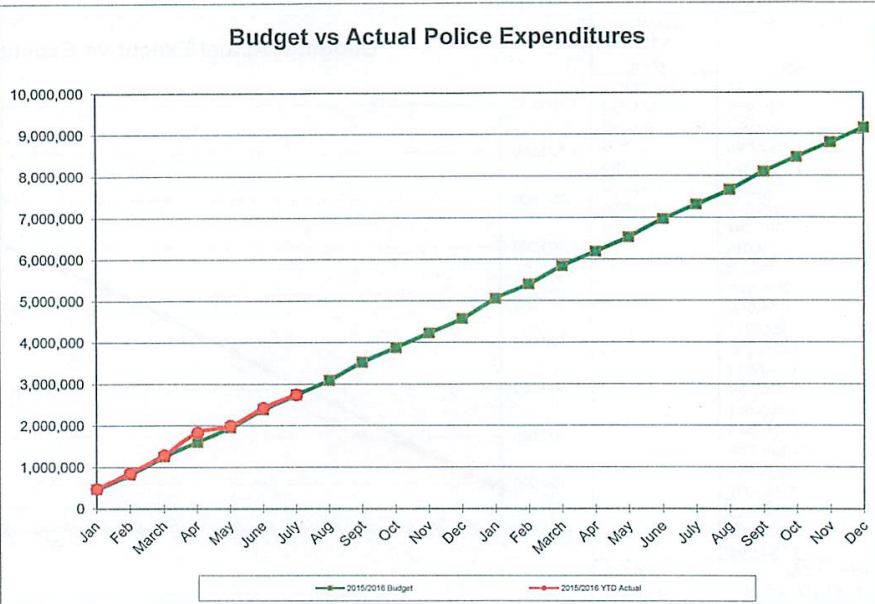
FINANCE

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	83,007	74,941
Feb	136,013	150,824
March	189,020	192,731
Apr	242,027	269,815
May	295,033	290,604
June	348,040	327,696
July	401,047	379,582
Aug	454,054	
Sept	507,060	
Oct	560,067	
Nov	613,074	
Dec	666,080	
Jan	750,673	
Feb	805,267	
March	859,860	
Apr	914,453	
May	969,046	
June	1,023,639	
July	1,078,232	
Aug	1,132,825	
Sept	1,187,418	
Oct	1,242,012	
Nov	1,296,605	
Dec	1,351,198	
YTD over (under) Budget		(21,465)
YTD Actual % of YTD Budget		94.6%
% of Total Budget Expended		28.1%



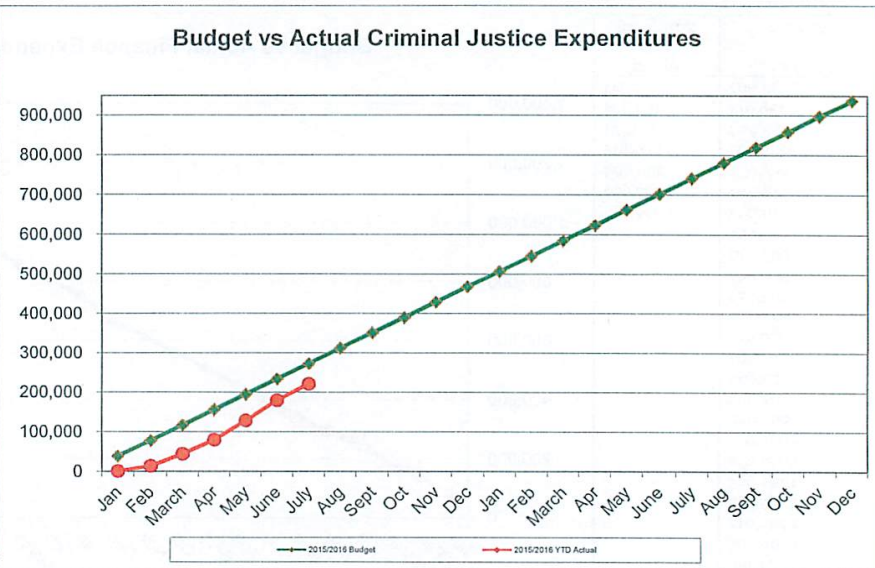
POLICE

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	477,888	485,904
Feb	828,225	862,983
March	1,260,984	1,299,085
Apr	1,611,320	1,839,547
May	1,961,657	2,002,147
June	2,394,416	2,427,525
July	2,744,753	2,749,616
Aug	3,095,089	
Sept	3,527,848	
Oct	3,878,185	
Nov	4,228,521	
Dec	4,578,858	
Jan	5,057,987	
Feb	5,408,211	
March	5,840,857	
Apr	6,191,081	
May	6,541,305	
June	6,973,951	
July	7,324,175	
Aug	7,674,399	
Sept	8,107,045	
Oct	8,457,269	
Nov	8,807,492	
Dec	9,157,716	
YTD over (under) Budget		4,863
YTD Actual % of YTD Budget		100.2%
% of Total Budget Expended		30.0%



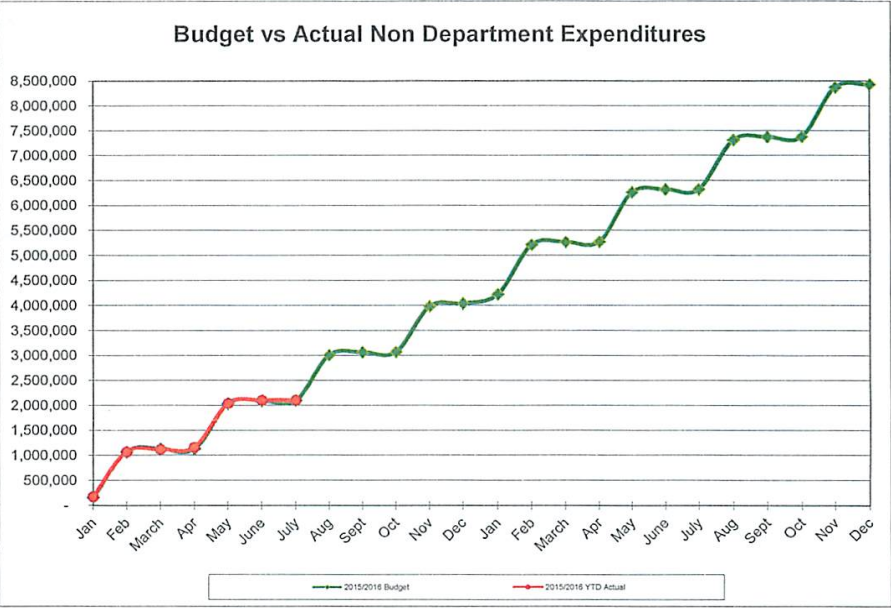
CRIMINAL JUSTICE

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	39,022	1,027
Feb	78,045	13,885
March	117,067	44,590
Apr	156,090	80,065
May	195,112	128,656
June	234,135	179,830
July	273,157	221,272
Aug	312,179	
Sept	351,202	
Oct	390,224	
Nov	429,247	
Dec	468,269	
Jan	507,291	
Feb	546,314	
March	585,336	
Apr	624,359	
May	663,381	
June	702,404	
July	741,426	
Aug	780,448	
Sept	819,471	
Oct	858,493	
Nov	897,516	
Dec	936,538	
YTD over (under) Budget		(51,885)
YTD Actual % of YTD Budget		81.0%
% of Total Budget Expended		23.6%



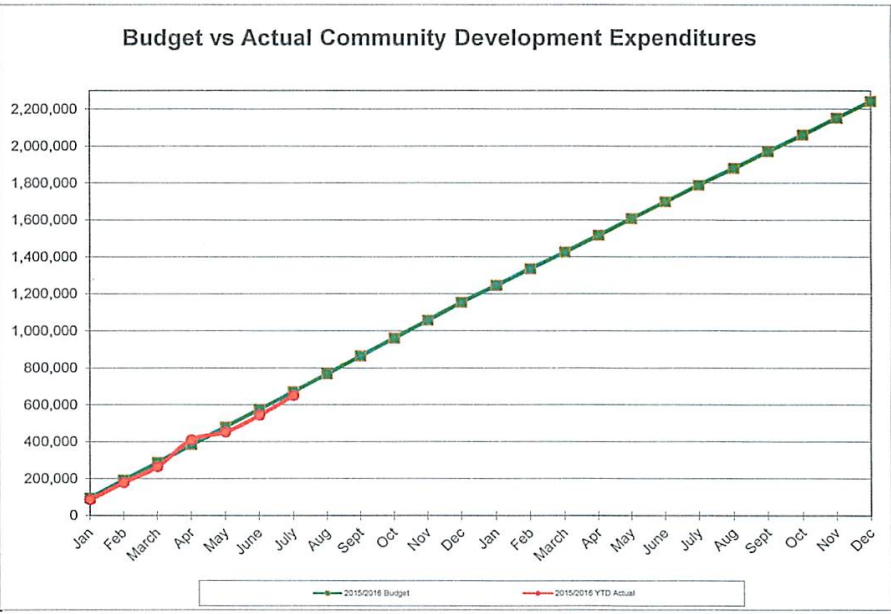
NON-DEPARTMENTAL

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	167,197	178,438
Feb	1,074,051	1,070,100
March	1,132,094	1,119,490
Apr	1,136,053	1,161,963
May	2,042,906	2,041,396
June	2,100,949	2,102,864
July	2,104,908	2,106,220
Aug	3,011,761	
Sept	3,069,805	
Oct	3,073,763	
Nov	3,985,616	
Dec	4,043,660	
Jan	4,223,861	
Feb	5,212,872	
March	5,270,916	
Apr	5,274,874	
May	6,263,885	
June	6,321,929	
July	6,325,887	
Aug	7,314,898	
Sept	7,372,942	
Oct	7,376,900	
Nov	8,373,736	
Dec	8,432,955	
YTD over (under) Budget		1,313
YTD Actual % of YTD Budget		100.1%
% of Total Budget Expended		25.0%

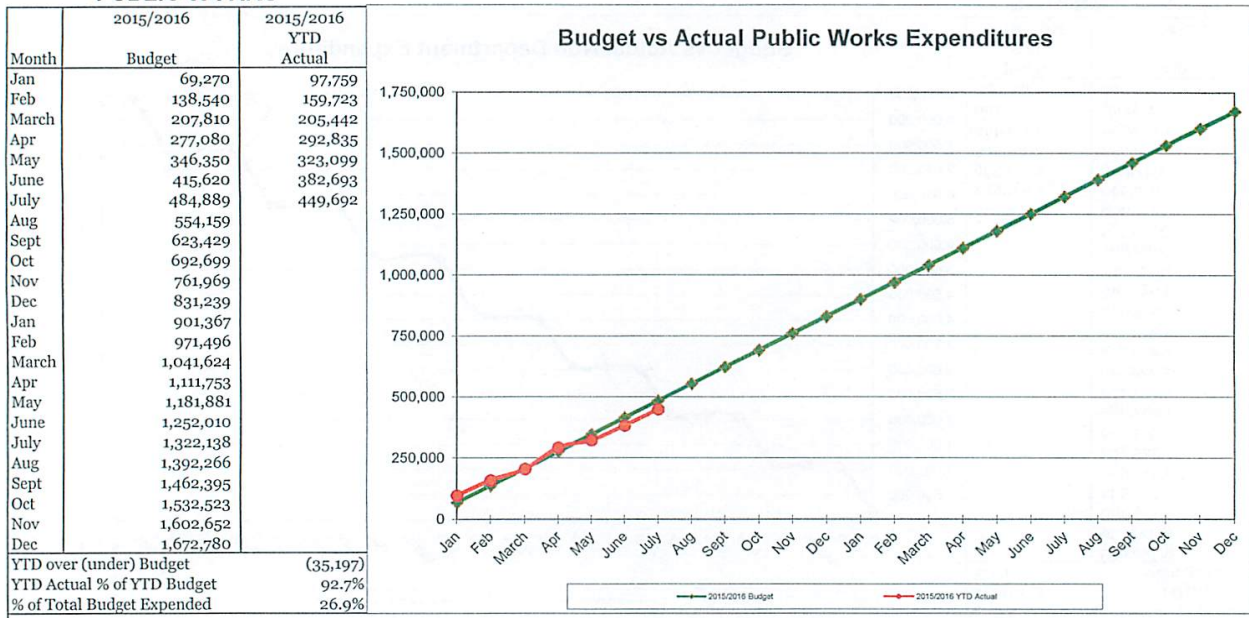


COMMUNITY DEVELOPMENT

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	96,205	86,235
Feb	192,410	178,200
March	288,615	264,589
Apr	384,820	411,766
May	481,025	452,492
June	577,230	544,106
July	673,435	651,617
Aug	769,640	
Sept	865,845	
Oct	962,050	
Nov	1,058,255	
Dec	1,154,460	
Jan	1,245,165	
Feb	1,335,869	
March	1,426,574	
Apr	1,517,278	
May	1,607,983	
June	1,698,688	
July	1,789,392	
Aug	1,880,097	
Sept	1,970,801	
Oct	2,061,506	
Nov	2,152,210	
Dec	2,242,915	
YTD over (under) Budget		(21,818)
YTD Actual % of YTD Budget		96.8%
% of Total Budget Expended		29.1%



PUBLIC WORKS



CITY OF MILL CREEK
General Fund Revenue Report
As of July 31, 2015

Revenues:	Biennial Estimate 2015/2016	Biennium Actual As of 07/31/15	Actual Over (Under) Estimate	% of Estimate Collected	Estimate of Receipts Through 07/31/15	Actual Over (Under) Estimate
Property Tax-Regular	11,615,627	3,013,084	(8,602,543)	25.9%	2,992,600	20,484
Property Tax-EMS Levy	2,484,551	643,143	(1,841,408)	25.9%	640,120	3,023
Sales Tax	4,600,000	1,356,963	(3,243,037)	29.5%	1,291,378	65,585
Public Safety Sales Tax	460,000	132,773	(327,227)	28.9%	129,134	3,639
Criminal Justice Sales Tax	540,000	167,640	(372,360)	31.0%	151,916	15,724
Other Taxes	0	96	96	--	0	96
TOTAL TAXES	19,700,178	5,313,698	(14,386,480)	27.0%	5,205,148	108,550
Franchise Fees	755,110	300,859	(454,251)	39.8%	283,166	17,693
Business Licenses	95,000	46,462	(48,538)	48.9%	40,698	5,764
Building Permits	410,000	148,651	(261,349)	36.3%	119,583	29,068
Other Licenses/Permits	28,000	11,965	(16,035)	42.7%	8,167	3,798
TOTAL LICENSES & PERMITS	1,288,110	507,937	(780,173)	39.4%	451,614	56,322
PUD Privilege Tax	155,000	0	(155,000)	0.0%	0	0
Liquor Excise Taxes	137,387	29,656	(107,731)	21.6%	51,520	(21,864)
Liquor Board Profit	330,859	82,291	(248,568)	24.9%	82,715	(423)
Criminal Justice Funding	50,023	19,529	(30,494)	39.0%	18,759	770
Everett School District SRO	179,500	27,590	(151,910)	15.4%	35,900	(8,310)
Grants	23,000	3,395	(19,605)	14.8%	6,708	(3,314)
Other Intergovernmental	0	0	0	0.0%	0	0
TOTAL INTERGOVERNMENTAL/GRANTS	875,769	162,460	(713,309)	18.6%	195,602	(33,141)
Development/Plan Check Fees	186,500	111,699	(74,801)	59.9%	50,210	61,489
Passport Fees	425,000	158,389	(266,611)	37.3%	123,958	34,431
Other Charges for Services	28,600	14,080	(14,520)	49.2%	8,342	5,738
TOTAL CHARGES FOR SERVICES	640,100	284,168	(355,932)	44.4%	182,510	101,658
TOTAL FINES & FORFEITURES	402,000	79,675	(322,325)	19.8%	117,250	(37,575)
Interest on Investments	100,000	(5,259)	(105,259)	-5.3%	29,167	(34,426)
Other Miscellaneous Revenue	116,000	53,894	(62,106)	46.5%	33,833	20,061
Transfers In	640,000	160,000	(480,000)	25.0%	160,000	0
TOTAL MISCELLANEOUS REVENUES	856,000	208,635	(647,365)	24.4%	223,000	(14,365)
TOTAL REVENUES	23,762,157	6,556,574	(17,205,583)	27.6%	6,375,125	181,449
BEGINNING FUND BALANCE	6,589,521	6,589,521	(0)	100.0%	6,589,521	0
TOTAL RESOURCES	30,351,678	13,146,095	(17,205,583)	43.3%	12,964,646	181,449

**General Fund Expenditure Report
As of July 31, 2015**

	Biennial Budget 2015/2016	Biennium Actual As of 07/31/15	Actual Over (Under) Budget	% of Budget Expended	Estimate of Spending Through 07/31/15	Actual Over (Under) Estimate
Expenditures:						
Legislative	110,195	58,335	(51,860)	52.9%	32,141	26,195
Executive	1,634,994	422,950	(1,212,044)	25.9%	512,567	(89,616)
Finance	1,351,198	379,582	(971,615)	28.1%	401,047	(21,465)
Police	9,157,716	2,749,616	(6,408,100)	30.0%	2,744,753	4,863
Criminal Justice	936,538	221,272	(715,266)	23.6%	273,157	(51,885)
Non-Department	8,432,955	2,106,220	(6,326,735)	25.0%	2,104,908	1,313
Community Development/Building	2,242,915	651,617	(1,591,298)	29.1%	673,435	(21,818)
Public Works	1,672,780	449,692	(1,223,088)	26.9%	484,889	(35,197)
TOTAL EXPENDITURES	25,539,291	7,039,286	(18,500,005)	27.6%	7,226,896	(187,610)
ENDING FUND BALANCE	4,812,387	6,106,809	1,294,422	126.9%	5,737,750	369,059
TOTAL FINANCIAL USES	30,351,678	13,146,095	(17,205,583)	43.3%	12,964,646	181,449

**CITY OF MILL CREEK
FINANCIAL REPORT - ALL OTHER FUNDS
As of July 31, 2015**

Fund	Revenues			Expenditures		
	2015/2016 Estimated Revenue	2015/2016 Revenue Collected	2015/2016 % of Estimate Collected	2015/2016 Budgeted Expenditures	2015/2016 Expended	% of Budget Expended
SPECIAL REVENUE FUNDS:						
City Street Fund	891,927	263,284	29.5%	1,094,222	257,287	23.5%
Council Contingency	100	0	0.0%	22,000	5,000	22.7%
Municipal Arts Fund	10,000	913	9.1%	15,000	0	0.0%
Paths & Trails	4,000	2,000	50.0%	4,000	0	0.0%
Drug Buy Fund	25,000	30,045	120.2%	15,000	285	1.9%
Beautification Fund	0	0	0.0%	1,500	0	0.0%
Annex Building Fund	369,000	88,539	24.0%	860,294	78,285	9.1%
35th Avenue Reserve Fund	0	0	0.0%	236,000	0	0.0%
DEBT SERVICE FUNDS:						
Debt Service Fund	259,485	17,750	6.8%	259,395	3,557	1.4%
Local Revitalization	22,000	0	0.0%	0	0	
CAPITAL PROJECT FUNDS:						
Real Estate Excise Tax	1,470,000	634,793	43.2%	2,876,000	184,413	6.4%
Capital Improvement	1,510,000	6,625	0.4%	1,510,000	12,553	0.8%
Park Capital Improvement	517,000	196,963	38.1%	1,410,000	2,028	0.1%
Road Improvement	3,222,000	154,707	4.8%	2,650,000	179,516	6.8%
ENTERPRISE FUNDS:						
Surface Water Utility	1,513,735	334,791	22.1%	2,362,752	1,014,969	43.0%
Recreation Enterprise	1,245,062	316,937	25.5%	1,260,385	310,518	24.6%
INTERNAL SERVICE FUNDS:						
Equipment Replacement	325,592	66,011	20.3%	340,622	169,968	49.9%
Unemployment/Self-Insurance Reserve	0	0	0.0%	15,000	0	0.0%

**CITY OF MILL CREEK
Investment Summary
As of July 31, 2015**

Description	Yield	Amount
Financing Corporation	0.800%	990,804
Federal Home Loan Mortgage Corp	1.680%	498,294
Federal Farm Credit Bank	0.740%	1,011,952
Federal Home Loan Bank	1.157%	995,280
Federal Farm Credit Bank	1.381%	983,612
Federal National Mortgage Assc.	1.035%	1,008,221
Federal National Mortgage Assc.	1.028%	998,160
Federal Home Loan Bank	1.763%	989,650
Financing Corporation	0.277%	999,772
Federal National Mortgage Assc.	0.875%	1,000,000
Federal Home Loan Bank	0.875%	1,000,000
Federal Farm Credit Bank	0.600%	1,000,000
Federal Farm Credit Bank	0.640%	1,000,000
Federal Home Loan Mortgage Corp	1.000%	750,000
Sub-Total Investments		13,225,746
Local Gov't Investment Pool	0.140%	828,274
Total Investments		<u><u>\$14,054,019</u></u>

Investment by Type*	Amount	Percent of Portfolio
Federal Home Loan Bank	2,984,930	21.2%
Federal Farm Credit Bank	3,995,564	28.4%
Federal Home Loan Mortgage Corp	1,248,294	8.9%
Federal National Mortgage Assc.	3,006,381	21.4%
Financing Corporation	1,990,576	14.2%
Local Gov't Investment Pool	828,274	5.9%
Total Investments	<u><u>\$14,054,019</u></u>	100.0%

*Per investment policy no more than 50% may be invested in any one type of security.

Council Meeting Minutes **Revised**
June 23, 2015
Page 6

Councilmember Todd mentioned upcoming public meetings for Community Transit's Swift II.

City Manager Polizzotto brought up Finance Director Manuel's impending retirement on July 5th and it has been decided he would postpone that date until a replacement is brought on board, which could be the end of the year. She revealed to Council that as a result of no longer providing paper copies of the packet for the meetings, it frees up approximately one entire day of the City Clerk's time each month.

~~Mayor Pro Tem Holtzelaw~~ Councilmember Todd inquired about when the new garbage, recycle and/or yard waste receptacles, being provided by Waste Management, would be delivered to residents since the new contract would be starting July 1st. Public Works Director Gathmann replied he would check with the local representative of Waste Management.

AUDIENCE COMMUNICATION

None.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:35 p.m.

Pam Pruitt, Mayor

Kim Mason-Hatt, Acting City Clerk