



**COMMUNITY DEVELOPMENT COMMITTEE
AGENDA
CITY HALL – 1104 MAPLE STREET
JULY 31, 2024 4:00 PM**

Committee Members: (Chair) Councilmember Elfers, Councilmember Brown, Councilmember Cole, (Alternate Councilmember Bowman)

Staff: Community & Economic Development Director Ryan Windish

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below.

Microsoft Teams meeting

Join on your computer, mobile app or room device

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Meeting ID: 276 116 368 375

Passcode: 9gKeai

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[+1 323-886-6453](#).,580143248# United States, Los Angeles

Phone Conference ID: 580 143 248#

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COMMITTEE BUSINESS

1. Parklet Policy for Downtown
2. Rezone of Property Near 30th Street East/146th AVE East
3. First Amendment to the Greenwater North LLC, Six Kilns Apartments LLC Settlement Agreement

REPORTS

ADJOURNMENT

SUBJECT: Parklet Policy for Downtown

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Parklets _ Examples
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STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

In 2020, in the middle of the pandemic, the City paid for the construction of two "parklets" that were installed on Main Street-one in front of the Craft19 Coffee & Creperie (1420 Main Street) and one in front of the Hometown Charm Café (1012 Main Street). The one at 1420 Main Street was hit by car and was not replaced. The original plan was to allow businesses to have these parklets for 12 months and then allow for other businesses to have a chance to use them. However, the one remaining parklet has not been moved for 4 years. Staff is would like to discuss with the CD Committee options for continuing the parklet program including:

1. Time limits on how long a business can have a parklet.
 2. Process for selecting the next host of a parklet.
 3. Allowing businesses to build and install their own parklets with city permission.
 4. Parklet design - regarding roofs or number of parking spaces.
 4. Other concerns/ideas that the CD committee may have.
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COUNCIL COMMITTEE/STUDY SESSION: Community Development Committee
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

NA















SUBJECT: Rezone of Property Near 30th Street East/146th AVE East

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 30th Street CT E Rezone
-

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The City has been approached by potential buyers of the property at 14616 30TH STREET CT E (APN: 0420124027). This 3 acre parcel is zoned Low Density Residential - 8,500 (LDR8.5) and they are interested in pursuing a Comprehensive Plan Map Amendment/Rezone to Light Manufacturing (M-1) in 2025. Staff has met with the applicant and discussed potential concerns around noise and traffic if a rezone were to occur. The applicant is interested in meeting with neighbors in the near future to see what concerns they may have and see how to this could work with proper mitigation. The purpose of this discussion is to inform the CD Committee about this and answer questions and to have you informed if you do receive inquiries or questions from concerned neighbors.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
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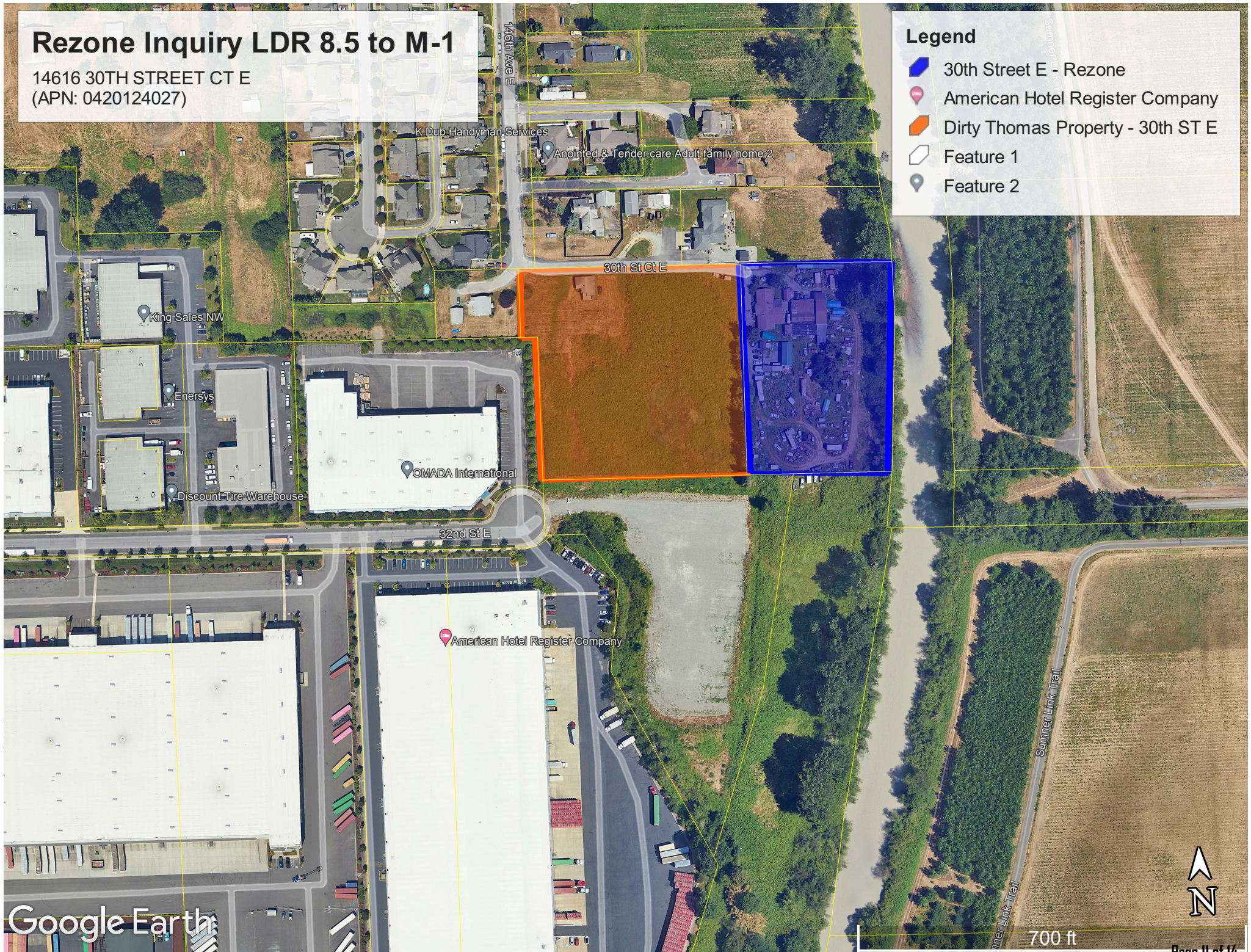
STAFF RECOMMENDATIONS/MOTION:

Rezone Inquiry LDR 8.5 to M-1

14616 30TH STREET CT E
(APN: 0420124027)

Legend

-  30th Street E - Rezone
-  American Hotel Register Company
-  Dirty Thomas Property - 30th ST E
-  Feature 1
-  Feature 2



SUBJECT: First Amendment to the Greenwater North LLC, Six Kilns Apartments LLC
Settlement Agreement

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 1st Amendment to Settlement Agmt-Greenwater & Six Kilns LLCs

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2014, in response to litigation related to the development of the former Sumner Meadows Golf Course, the City entered into a settlement agreement with Greenwater North L.L.C. and Six Kilns Apartments L.L.C., now known as SeaPort Land L.L.C. (Developer). The settlement included a development agreement vesting the Developer to current (2014) fees as well as mitigating SEPA conditions. The agreement also provided a framework to prioritize the construction of the Stewart Road Corridor and support for flood protection via the King County levee project.

The settlement agreement had an initial 10-year term that expires on October 22, 2024. The agreement contains a provision that the Developer is allowed a single two (2) year extension at their discretion, which shall not be unreasonably withheld by the City.

The attached amendment extends the original agreement through October 22, 2026.

COUNCIL COMMITTEE/STUDY SESSION: Community Development MEETING/STUDY SESSION DATE: 7/31/2024 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Do Pass

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This FIRST AMENDMENT TO SETTLEMENT AGREEMENT (this “Amendment”) is made and entered into on _____, 2024 (the “Effective Date”), by and between City of Sumner (the “City”), SeaPort Land L.L.C., as successor in interest to Greenwater North L.L.C., Seaport 1-4 L.L.C., as successor in interest to Greenwater North L.L.C., Seaport 5 L.L.C., as successor in interest to Greenwater North L.L.C., Seaport 6 L.L.C., as successor in interest to Greenwater North L.L.C., and SeaPort-A L.L.C., as successor in interest to Six Kilns Apartments LLC (collectively, “SeaPort”).

RECITALS

A. The City and SeaPort are parties to that certain Settlement Agreement dated October 22, 2014, (the “Agreement”), with respect to certain undertakings related to the development of the Six Kilns Property, as described in Exhibit A of the Agreement, and Greenwater North Property, as described in Exhibit B of the Agreement.

B. Pursuant to Section 1(a)(i) of the Agreement, SeaPort desires and the City has agreed to extend the term of the Agreement by an additional 2 years and the parties now desire to amend the Agreement as set forth below.

C. All capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement, unless otherwise defined here.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by reference as if fully set forth herein.
2. Extension. Commencing on October 22, 2024, the term of the Agreement is extended by an additional two years to allow the parties additional time to carry out the undertakings as set forth in the Agreement and in accordance with the terms of the Development Agreement.
3. Continuing Effect. Except as specifically provided in this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control. Notwithstanding the foregoing, the Development Agreement, except to the extent explicitly modified by this Settlement Agreement, remains in full force and effect, and all parties remain bound by its terms.
4. Authority. Each party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such party and that this Amendment constitutes the legal, valid and binding obligations of such party, its heirs, representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Effective Date.

SEAPORT:

SeaPort 1-4 L.L.C.

By: Investco L.L.C., its Manager

By: _____
Alessandra Allen
Vice President and Portfolio Manager

SeaPort-A L.L.C.

By: Investco L.L.C., its Manager

By: _____
Alessandra Allen
Vice President and Portfolio Manager

SeaPort 5 L.L.C.

By: Investco L.L.C., its Manager

By: _____
Alessandra Allen
Vice President and Portfolio Manager

SeaPort Land L.L.C.

By: Investco L.L.C., its Manager

By: _____
Alessandra Allen
Vice President and Portfolio Manager

SeaPort 6 L.L.C.

By: Investco L.L.C., its Manager

By: _____
Alessandra Allen
Vice President and Portfolio Manager

CITY:

By: _____
Kathy Hayden
Mayor

Approved to form:

By: _____
Andrea Marquez
City Attorney

Attest:

By: _____
Michelle Converse
City Clerk