



**Everett City Council Preliminary Agenda**  
**6:30 p.m., Wednesday, January 17, 2024**  
**City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 10, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

**CONSENT ITEMS:**

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$9,088,785.08 For The Period Ending December 30, 2023 Through January 5, 2023.

Documents:

[RES CLAIMS PAYABLE DEC 30, 2023 - JAN 5, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,197,193.13 For The Period Ending December 30, 2023.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 01.PDF](#)

(3) Adopt Resolution Authorizing Electronic Claims Against The City Of Everett In The Amount Of \$8,769,361.77 For The Period Ending November 1 Through November 30, 2023.

Documents:

[ELECTRONIC CLAIM 2023 - 11.PDF](#)

**PUBLIC HEARING:**

(4) CB 2310-59 – 3rd & Final Reading - Adopt Ordinance Amending The Development Agreement For The Everett Riverfront District Properties Related To The Landfill Site, Amending Section 1 Of Ordinance No. 3121 -09, As Previously Amended.

Documents:

[CB 2310-59.PDF](#)

**ACTION ITEM:**

(5) Authorize Mayor To Sign 2nd Amendment To The Riverfront Amended And Restated Property Disposition Agreement In Substantially The Form Provided.

Documents:

[RIVERFRONT ARPDA SECOND AMENDMENT.PDF](#)

Executive Session

Adjourn

**PARTICIPATION IN REMOTE COUNCIL MEETINGS**

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://everettwa.gov/speakerform). You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or [aely@everettwa.gov](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- o Provide written public comments by email to [Council@everettwa.gov](mailto:Council@everettwa.gov) or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

**AGENDAS, BROADCAST AND RECORDINGS**

- o The Council agendas and meeting recordings can be found, in their entirety, at [everettwa.gov/citycouncil](https://everettwa.gov/citycouncil).
- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at [YouTube.com/EverettCity](https://YouTube.com/EverettCity).

**CONTACT THE COUNCIL**

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at [Council@everettwa.gov](mailto:Council@everettwa.gov).

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged

by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

Council President



RESOLUTION NO. \_\_\_\_\_

Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of December 30, and checks issued January 05, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,932.42	13,618.47
003	Legal	83,932.42	37,314.25
004	Administration	49,503.04	25,492.65
005	Municipal Court	69,601.05	49,825.78
007	Personnel	54,611.94	41,941.45
010	Finance	92,284.92	59,492.55
015	Information Technology	115,420.02	65,808.56
018	Communications and Marketing	19,600.80	9,082.12
021	Planning & Community Dev	114,048.65	47,839.07
024	Public Works	197,194.73	106,581.99
026	Animal Shelter	55,743.81	34,742.64
030	Emergency Management	9,863.59	3,353.88
031	Police	1,598,385.94	649,221.08
032	Fire	1,222,953.67	296,124.89
038	Facilities/Maintenance	102,254.58	61,855.79
101	Parks & Recreation	133,553.73	89,918.63
110	Library	112,440.23	60,916.08
112	Community Theatre	6,778.34	6,617.00
120	Street	75,778.84	52,950.76
153	Emergency Medical Services	624,594.78	138,509.40
197	CHIP	11,245.94	8,204.09
198	Community Dev Block	8,304.49	4,905.08
401	Utilities	834,662.33	487,878.98
425	Transit	485,492.05	287,875.18
440	Golf	22,872.29	9,992.63
501	Equip Rental	84,138.53	49,803.11
		<u>\$6,197,193.13</u>	<u>\$2,699,866.11</u>

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Council President



**RESOLUTION NO. \_\_\_\_\_**

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month November 1 through November 30, 2023, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	45,618.91
101	Park	1,390.81
110	Library	293.30
148	Municipal Art Fund	114.98
151	Animal Reserve	318.08
401	Utilities	249,203.75
425	Transit	4,265.40
430	Everpark Garage	276.34
440	Golf	125,678.90
503	Self-Insurance Fund	232,275.46
508	Health Benefits Reserve	1,982,063.44
637	Police Pension	81,655.59
638	Fire Pension	106,329.56
661	Payroll Withholding	5,936,818.53
670	Custodial Funds	3,058.72

**TOTAL CLAIMS**

**BY ELECTRONIC TRANSFER                      8,769,361.77**

\_\_\_\_\_  
Councilmember Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Council President

**Project title:** Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended

**Council Bill #** *interoffice use*

CB 2310-59

**Agenda dates requested:**

11/8/23, 11/15/23, 1/17/24

1st Reading/Briefing: 11/8

2nd Reading: 11/15

3rd Reading/Hearing: 1/17

Ordinance X

Public hearing

X Yes No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

X Yes No

**Attachments:**

1. DA Amendment Ordinance (with DA Amendment)
2. Planning Commission Resolution 23-04

**Department(s) involved:**

Planning, Parks & Facilities,  
Legal

**Contact person:**

Yorik Stevens-Wajda

**Phone number:**

(425) 257-8725

**Email:**

[ystevens@everettwa.gov](mailto:ystevens@everettwa.gov)

**Initialed by:**

Department head

Administration

Council President

**Project:** Adopt ordinance regarding Riverfront Project

**Partner/Supplier:** Shelter Holdings

**Location:** Riverfront

**Preceding action:** Amendment of Development Agreement in 2021

**Fund:** N/A

**Fiscal summary statement:** N/A

**Project summary statement:** This ordinance will allow an amendment to the Riverfront development agreement (DA), consisting of two relatively minor changes intended to have positive impact on the continuing development of the former landfill portion of the site. The proposed amendment was considered and recommended to Council by the Planning Commission at its meeting on 10.17.23.

The DA is one of several agreements between the City and the developer (Shelter Holdings) that govern the Riverfront development. These agreements envisage six phases of development on the central portion (landfill site). Most of the First Phase is complete.

The first proposed change is to the cinema element of the development. In 2021, considering the impact of the pandemic, Council approved a DA amendment that postponed the development's cinema element from the First Phase and recognized that a cinema may no longer be viable at the Riverfront. Shelter is now working on negotiating a long-term agreement with a restaurant/recreational anchor tenant for what is currently indicated as the cinema site. Accordingly, the proposed change to the agreement would replace the current cinema element with a proposed Anchor Food and Recreation use, which Shelter representatives more fully described at the briefing at first reading on 11.8.23.

The second proposed change regards the Eclipse Mill Park, which is planned as a park with upland amenities (playground and picnic shelter) and in-water amenities (dock). Under the current agreements (going back to 2008 and 2019), Shelter first builds the upland part in stages, with the City building the in-water portion later when the City has funds. However, the City now will be able to use LIFT grant dollars to finance in-water park construction in 2025. Accordingly, the proposed change will adjust construction schedule to accommodate this, as it causes construction access issues if upland construction occurs before in-water work. This means the City will construct in-water in 2025, with Shelter following with its stages of upland work.

Finally, as mentioned above, several agreements govern the Riverfront. To make these two changes, corresponding revisions must be made to the Amended and Restated Property Disposition Agreement (ARPD), which governs certain Riverfront real estate matters. Unlike a DA amendment (which is by ordinance), the ARPD amendment is approved like other contracts, and is a separate council action on 1.17.24, at the same meeting as the third reading of the proposed DA amendment ordinance.

**Recommendation (exact action requested of Council):** Adopt Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended.



**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended**

**WHEREAS,**

- A.** In 2009, the City approved a Planned Development Overlay rezone for the Everett Riverfront District Properties pursuant to Ordinance 3121-09, implemented through a Development Agreement, for properties commonly referred to as the Simpson site, the Landfill site, and the Eclipse Mill site.
- B.** In 2014, a First Amendment to the Development Agreement was approved by City Council pursuant to Ordinance 3373-14. The First Amendment only concerned the Simpson site and the Eclipse Mill site and did not concern the Landfill site.
- C.** In 2019, a Second Amendment to the Development Agreement was approved by City Council pursuant to Ordinance 3674-19. The Second Amendment only concerned the Landfill site and did not concern the Simpson site or the Eclipse Mill site. The Second Amendment, among other matters, contained a cinema in the First Phase of Landfill development.
- D.** In 2021, in response to the COVID-19 pandemic, the City Council approved an addendum to the Second Amendment to the Development Agreement. This addendum postponed the cinema from the First Phase to the Third Phase.
- E.** In 2023, as anticipated by the 2021 addendum, the developer of the Landfill proposed to change the cinema use. In general, the proposal is to change the cinema use to an anchor food and recreational use.
- F.** The specifics of the developer's proposed change to the Development Agreement for the Landfill are contained in the Second Addendum to the Second Amendment to Development Agreement, which is attached as Exhibit 1 to this Ordinance and is referred to herein as the "Second Addendum." The Second Addendum does not contain any revision to the Development Agreement with respect to the Simpson site or the Eclipse Mill site.
- G.** The Planning Commission considered the Developer's proposed change at its meeting October 17, 2023, during which the Planning Commission recommended approval of the proposed changes.
- H.** The City Council held a public hearing on January 17, 2024, before passage of this ordinance.

**NOW, THEREFORE,** the City Council adopts the foregoing recitals as its findings, and the City Council therefore concludes the following:

1. The amendments in the Second Addendum approved by this Ordinance follow and are based on an appropriate land use and environmental review process that has included meaningful opportunities for public participation; and



2. The proposed change to the Planned Development Overlay zone and Development Agreement, and the resultant master plan for the Landfill site:
  - a. promote the best long term interests of the community and satisfy the criteria of EMC 19.29.050.C and EMC 15.03.200, to the extent such provisions are applicable;
  - b. is consistent with the Everett Growth Management Comprehensive Plan; and
  - c. bears a substantial relation to the public health, safety and welfare, implement conditions established in the original master plan and mitigation required in the revised EIS, which mitigates potential adverse impacts upon existing and anticipated land uses in the immediate vicinity of the subject property.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** The Second Addendum is approved and the Mayor is authorized to execute the Second Addendum substantially in the form as provided in Exhibit 1.

**Section 2.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 3.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 4.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 5.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

**Section 6.** The City Council public hearing on January 17, 2024, is deemed to satisfy any applicable public hearing requirements under chapter 19.29 EMC. A copy of this Ordinance, and an executed copy of the Second Addendum, shall be recorded with the Snohomish County Auditor's Office and shall constitute a covenant running with the land.

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\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
Marista Jorve, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**EXHIBIT 1**

**SECOND ADDENDUM TO SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT**

**SECOND ADDENDUM  
TO  
SECOND AMENDMENT  
TO  
DEVELOPMENT AGREEMENT**

This Second Addendum to the Second Amendment to Development Agreement (this "Addendum") is dated as of last signature below (the "Effective Date"), and is made and entered into by and among **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** ("Riverfront"), a Washington limited liability company and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect to the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect to the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, "Developer"); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the "City").

**RECITALS**

The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the "Initial Addendum"; the 2019 amendment the "Second Amendment"; the development agreement as amended by both amendments and the Initial Addendum, the "Development Agreement"). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 ("Assignment Agreement").

On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.

As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the Cinema Element with an anchor food and recreational use, as set forth in this Addendum.

On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement

and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNW, Riverfront, and the City hereby agree as follows:

1. Amendment of the Cinema Element Phase to the Anchor Food and Recreation (AFR) Phase.

A. The Cinema Element Property is renamed the “Anchor Food and Recreation Property” (or “AFR Property”) with no changes to the location or boundaries of such property. The Cinema Phase is renamed the Anchor Food and Recreation Phase (or “AFR Phase”). The Cinema use that was contemplated as part of the Cinema Phase is hereby replaced with an Anchor Food and Recreation Use (or “AFR Use”).

1. An Anchor Food and Recreation (AFR) Use means *an anchor establishment with indoor and outdoor spaces covering a substantial majority of the AFR Property that provides restaurant quality food and beverage service combined with active recreational options, such as, for example, table tennis, pickleball, tennis, handball, golf, squash, volleyball, or racquetball. An AFR Use does not include fitness centers or health spas.*

2. . The revised Final Development Plan attached to this Addendum as Exhibit A, is hereby approved by the City.

B. As defined in the Initial Addendum, the AFR Phase is one of the Remaining Phases. Prior to the completion of the Third Phase Developer will complete the AFR Phase, which will include construction of an AFR Use on the AFR Property. Drawings of the AFR Element are attached as Exhibit B (“AFR Drawings”). Figure 11 and Figure 12 of the First Phase Drawings that were attached as part of Exhibit 1 to the Second Amendment are hereby deleted. The AFR Drawings shall also be incorporated into subsection I: Supplemental Examples of the Mixed Use Design Guidelines that are Attachment G to the Second Amendment, as approved renderings for the AFR Phase under such guidelines.

2. Amendment of Section 5.2: Developer Property – Use Restriction. The new Section 5.2.1.1 of the Second Amendment which was added by the Initial Addendum is hereby amended to read as follows:

5.2.1.1 Anchor Food and Recreation Phase. Notwithstanding anything to the contrary in this Agreement, the sole permitted use of the AFR Property prior to issuance of a Partial Certificate of Completion for the AFR Phase is as follows: development and construction

of an AFR Use substantially as shown in the AFR Drawings and the revised Final Development Plan and in accordance with applicable provisions of the Second Amendment. Modifications to the Final Development Plan approved by the Planning Director using the criteria for administrative modification of the Final Development Plan as specified in the City's Planned Development Overlay regulations as set forth in EMC Chapter 19.29 shall be deemed to be "substantially as shown in the Final Development Plan" as that term is used in this Section. The Planning Director shall have the sole authority to determine if final site layout and building designs proposed for AFR Phase are "substantially as shown in the AFR Drawings." A decision to reject a plan or permit based on not being "substantially as shown in the AFR Drawings" must not be arbitrary and must be made in writing and supported by detailed findings. Second Amendment Section 5.2.2 does not apply to the AFR Phase. However, if Developer proposes a design that is not substantially as shown in the approved AFR Drawings, then such proposal will be subject to Planning Director approval on the basis of whether the proposed design meets the definition of an AFR Use, complies with the Design Guidelines, and provides at least the level of quality represented by the AFR Drawings. A decision to reject a plan or permit based on non-compliance with the preceding sentence must not be arbitrary and must be made in writing and supported by detailed findings.

3. Park Project. The deadlines for the Eclipse Mill Park project and the First Phase Park Project are as set forth in the Restated PDA, as amended.

4. Removal of PNW Riverfront LLC. For the Reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Development Agreement.

5. General Provisions.

5.1 Counterparts; pdf Signatures. This Addendum may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. AdobeSign or other electronic or pdf signatures on this Agreement shall constitute original signatures of the Parties.

5.2 Recording. Either party may arrange for the recording of this Addendum with the Snohomish County Auditor's office, as necessary to disclose this Addendum on title documents for the affected property.

6. Other. Except as expressly modified in this Addendum, the Second Amendment shall remain in full force and effect.

#### EXHIBITS:

Exhibit A – Revised Attachment E-1: Final Development Plan

Exhibit B –AFR Drawings

*[Remainder of page intentionally left blank; signatures begin on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

**Riverfront:**

Riverfront Commercial Investment, L.L.C.  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*



EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront Phase 1 LLC.  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

**Riverfront:**

Riverfront Phase 2 LLC.  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

**Riverfront:**

Riverfront Phase 3 LLC  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

**Riverfront:**

Riverfront Phase 4 LLC  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

**Riverfront:**

Riverfront Grocer LLC  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

**Riverfront:**

Riverfront Theater LLC  
a Washington limited liability company,  
by its authorized signatory:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_:  
: SS.  
COUNTY OF \_\_\_\_\_:

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_

*[Remainder of page intentionally left blank; signatures continue on following page]*

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

City:

CITY OF EVERETT:

By: \_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_,  
City Attorney

STATE OF WASHINGTON :  
: SS.  
COUNTY OF SNOHOMISH :

On this, the \_\_\_\_ day of \_\_\_\_\_, 2023, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_



SITE PLAN

RIVERFRONT



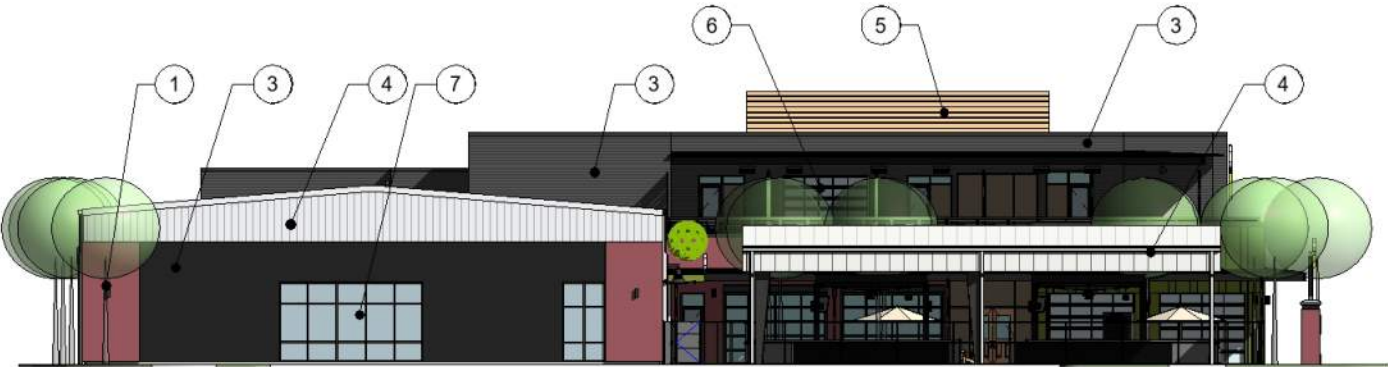


# ELEVATIONS

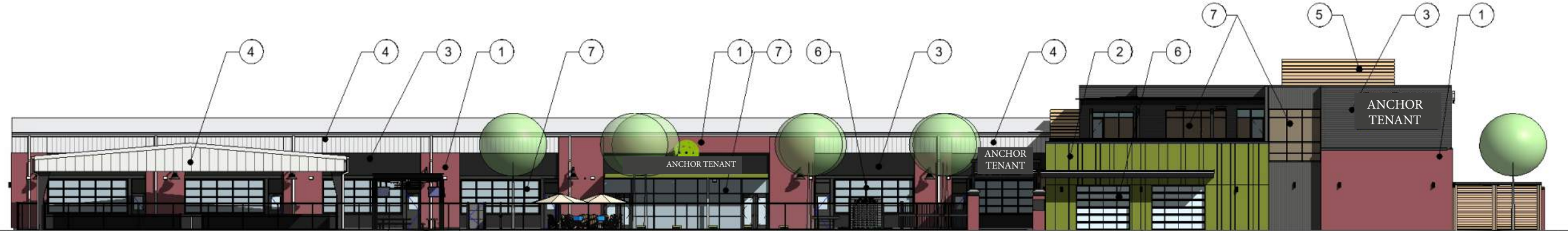
Exhibit B

# RIVERFRONT

2 West Elevation



1 South Elevation



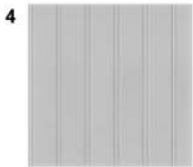
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



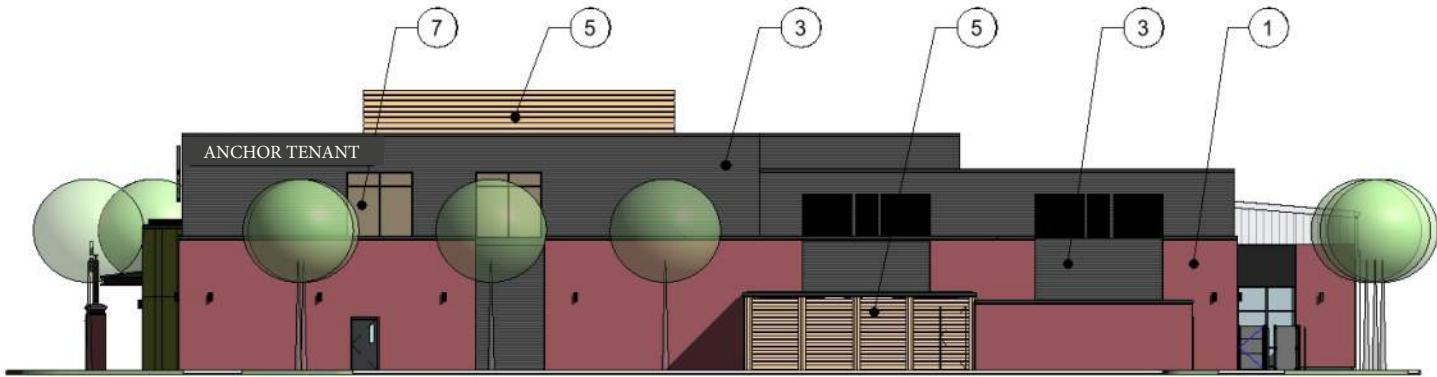
ALUMINIUM STOREFRONT



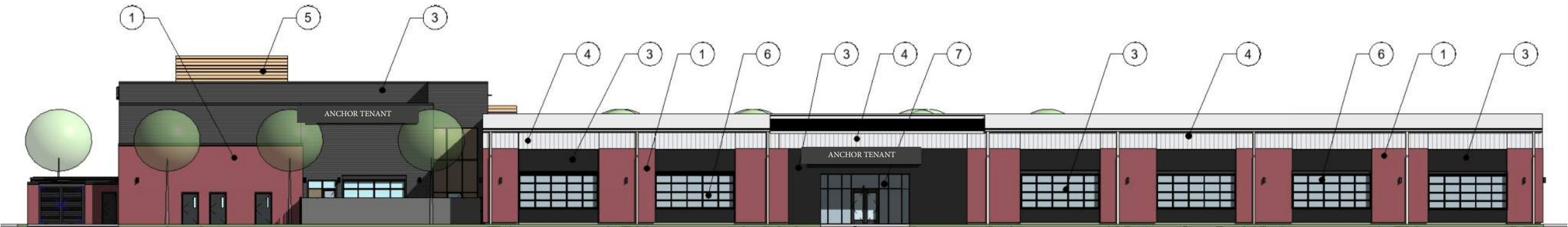
# ELEVATIONS

Exhibit B

# RIVERFRONT



4 East Elevation



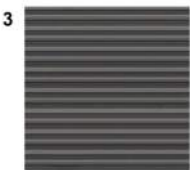
3 North Elevation



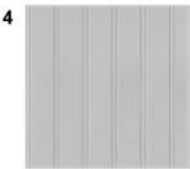
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT



**SECOND AMENDMENT**  
**TO**  
**AMENDED AND RESTATED PROPERTY DISPOSITION AGREEMENT**  
**EVERETT RIVERFRONT DEVELOPMENT**  
**(LANDFILL)**

This Second Amendment to Amended and Restated Property Disposition Agreement (this “***Amendment***”) is dated for reference purposes as of the date of last signature below, and is made and entered into by and between (i) **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C. (“*Riverfront*”)**, a Washington limited liability company, and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, “***Developer***”); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the “***City***”).

**RECITALS**

A. The City and Developer are parties to the Amended and Restated Property Disposition Agreement dated May 10, 2019, as amended by the First Amendment dated May 4, 2021 (as amended, this “***Agreement***”). All capitalized terms in this Amendment have the meaning set forth in the Agreement. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 (“***Assignment Agreement***”).

B. Contemporaneously with this Amendment, the parties are executing a Second Addendum to the Second Amendment to the Development Agreement (the “***Second DA Addendum***”). As set forth in the Second DA Addendum, the parties have agreed to replacement of the Cinema Element with an anchor food and recreation use. One purpose of this Amendment is to make changes to the Agreement regarding this replacement that correspond to the Second DA Addendum.

C. In addition, since the First Amendment, the City has taken steps to secure funding for construction of the in-water improvements to the Eclipse Mill Park. Because of this, the parties desire to adjust the certain timing provisions regarding the park.

D. Further, the parties acknowledge that all rights, obligations and liabilities that PNW Riverfront LLC had under the Agreement have been assigned to and assumed by the Developer pursuant to the Assignment Agreement, and PNW Riverfront LLC does not hold

any interest in the Developer Property. Therefore, the parties now desire to remove PNW Riverfront LLC as a party to this Agreement.

E. Accordingly, the Parties hereto have agreed to amend the Agreement as set forth herein.

## **AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in accordance with the terms of the Agreement, Developer and the City hereby amend the Agreement as follows:

### **1 REPLACEMENT OF CINEMA WITH ANCHOR FOOD AND RECREATION USE**

In the Agreement (including the exhibits thereto), the terms “cinema”, “Cinema Element Phase” and “Cinema Element Property” are each respectively replaced with “AFR Use,” “AFR Phase,” and “AFR Property,” as such terms are defined in the Second DA Addendum.

Section 3.4 of the Agreement, which was added by the First Amendment, is amended to read as follows: “As stated in the 2nd Amendment to the DA as amended, Developer will, prior to completion of the Third Phase, complete the AFR Phase.”

### **2 ECLIPSE MILL PARK**

The City anticipates receiving funding for the Later Phase Eclipse Mill Park Project in 2025, with construction beginning and complete in 2025 or 2026. The parties agree that for construction purposes it would be most efficient if Developer’s First Phase Park Project were constructed after completion of the City’s Later Phase Eclipse Mill Park Project. Accordingly, the parties amend the Agreement as follows:

2.1 The fifth sentence of Section 1.4 of the Agreement is replaced with “Developer will cause First Phase Park Completion to occur in accordance with the approved plans and specifications no later than 18 months after the City completes its Later Phase Eclipse Mill Park Project, subject to extension of such date for Force Majeure as provided in Section 13.2 (“***First Phase Park Completion Deadline***”).”

2.2 The parenthetical in the first sentence of Agreement Section 2.3.3.2 is replaced with “(other than the First Phase Park Project, which must be completed by the First Phase Park Deadline).”

Section 7.2.2 of the Agreement is deleted. However, in the event that the City does not secure the anticipated funding for the Later Phase Eclipse Mill Park Project and provides written notice thereof to Developer, then (A) the First Phase Park Completion Deadline will be 18 months after the date of such notice to Developer, but in no event will such deadline be earlier than December 31, 2026, with such deadline subject to

extension for Force Majeure as provided in Section 13.2 and (B) Section 7.2.2 of the Agreement is automatically deemed restored to the Agreement as of the date of such notice to Developer.

The City shall cooperate with Developer to issue any extensions of the permits for the First Phase Park Project that are necessary to implement the timelines contemplated by this Amendment.

**3     REMOVAL OF PNW RIVERFRONT, LLC**

For the reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Agreement.

**4     AGREEMENT IN FULL FORCE AND EFFECT**

Except as modified by this Amendment, the Agreement remains in full force and effect. This Agreement may be signed with AdobeSign, which is fully binding.

**[SIGNATURE PAGES FOLLOW]**

CITY SIGNATURE PAGE

**CITY:**

CITY OF EVERETT

By: \_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

By: \_\_\_\_\_  
Office of City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of City Attorney

DEVELOPER SIGNATURE PAGES

**DEVELOPER:**

**RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 1 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 2 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 3 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 4 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_



**RIVERFRONT THEATER LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT GROCER LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_



## **PLANNING COMMISSION RESOLUTION NO. 23-04**

### **A Resolution Recommending that the City Council Approve an Amendment to the Riverfront Planned Development Overlay and Development Agreement**

#### **WHEREAS, THE PLANNING COMMISSION FINDS THE FOLLOWING:**

- A.** The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the “Initial Addendum”; the 2019 amendment the “Second Amendment”; the development agreement as amended by both amendments and the Initial Addendum, the “Development Agreement”). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 (“Assignment Agreement”).
- B.** On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.
- C.** As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the Cinema Element with an anchor food and recreational use, as set forth in this Addendum.
- D.** On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement.

- E. The Planning Commission finds that the proposed amendments to the Riverfront Planned Development Overlay meet the approval criteria in EMC 19.29.050(C).
- F. The Planning Commission defers a public hearing on the matter to the city council.

**NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:**

The Planning Commission recommends that the City Council adopt the Second Addendum to the Second Amendment to the Riverfront Development Agreement as presented hereto as Exhibit A and incorporated herein as if fully set forth.

---

Planning Commission Chair

---

Planning Commission Secretary

Dated:

# EXHIBIT A: PROPOSED SECOND ADDENDUM TO SECOND AMENDMENT TO RIVERFRONT DEVELOPMENT AGREEMENT

## SECOND ADDENDUM TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Addendum to the Second Amendment to Development Agreement (this "Addendum") is dated as of last signature below (the "Effective Date"), and is made and entered into by and among **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** ("Riverfront"), a Washington limited liability company and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect to the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect to the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, "Developer"); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the "City").

### RECITALS

The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the "Initial Addendum"; the 2019 amendment the "Second Amendment"; the development agreement as amended by both amendments and the Initial Addendum, the "Development Agreement"). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 ("Assignment Agreement").

On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.

As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the

Cinema Element with an anchor food and recreational use, as set forth in this Addendum.

On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNW, Riverfront, and the City hereby agree as follows:

1. Amendment of the Cinema Element Phase to the Anchor Food and Recreation (AFR) Phase.

A. The Cinema Element Property is renamed the “Anchor Food and Recreation Property” (or “AFR Property”) with no changes to the location or boundaries of such property. The Cinema Phase is renamed the Anchor Food and Recreation Phase (or “AFR Phase”). The Cinema use that was contemplated as part of the Cinema Phase is hereby replaced with an Anchor Food and Recreation Use (or “AFR Use”).

1. An Anchor Food and Recreation (AFR) Use means *an anchor establishment with indoor and outdoor spaces covering a substantial majority of the AFR Property that provides restaurant quality food and beverage service combined with active recreational options, such as, for example, table tennis, pickleball, tennis, handball, golf, squash, volleyball, or racquetball. An AFR Use does not include fitness centers or health spas.*

2. . The revised Final Development Plan attached to this Addendum as Exhibit A, is hereby approved by the City.

B. As defined in the Initial Addendum, the AFR Phase is one of the Remaining Phases. Prior to the completion of the Third Phase Developer will complete the AFR Phase, which will include construction of an AFR Use on the AFR Property. Drawings of the AFR Element are attached as Exhibit B (“AFR Drawings”). Figure 11 and Figure 12 of the First Phase Drawings that were attached as part of Exhibit 1 to the Second Amendment are hereby deleted. The AFR Drawings shall also be incorporated into subsection I: Supplemental Examples of the Mixed Use Design Guidelines that are Attachment G to the Second Amendment, as approved renderings for the AFR Phase under such guidelines.

2. Amendment of Section 5.2: Developer Property – Use Restriction. The new Section 5.2.1.1 of the Second Amendment which was added by the Initial Addendum is hereby amended to read as follows:

5.2.1.1 Anchor Food and Recreation Phase. Notwithstanding anything to the contrary in this Agreement, the sole permitted use of the AFR Property prior to issuance of a Partial Certificate of Completion for the AFR Phase is as follows: development and construction of an AFR Use substantially as shown in the AFR Drawings and the revised Final Development Plan and in accordance with applicable provisions of the Second Amendment. Modifications to the Final Development Plan approved by the Planning Director using the criteria for administrative modification of the Final Development Plan as specified in the City's Planned Development Overlay regulations as set forth in EMC Chapter 19.29 shall be deemed to be "substantially as shown in the Final Development Plan" as that term is used in this Section. The Planning Director shall have the sole authority to determine if final site layout and building designs proposed for AFR Phase are "substantially as shown in the AFR Drawings." A decision to reject a plan or permit based on not being "substantially as shown in the AFR Drawings" must not be arbitrary and must be made in writing and supported by detailed findings. Second Amendment Section 5.2.2 does not apply to the AFR Phase. However, if Developer proposes a design that is not substantially as shown in the approved AFR Drawings, then such proposal will be subject to Planning Director approval on the basis of whether the proposed design meets the definition of an AFR Use, complies with the Design Guidelines, and provides at least the level of quality represented by the AFR Drawings. A decision to reject a plan or permit based on non-compliance with the preceding sentence must not be arbitrary and must be made in writing and supported by detailed findings.

3. Park Project. The deadlines for the Eclipse Mill Park project and the First Phase Park Project are as set forth in the Restated PDA, as amended.

4. Removal of PNW Riverfront LLC. For the Reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Development Agreement.

5. General Provisions.

5.1 Counterparts; pdf Signatures. This Addendum may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. AdobeSign or other electronic or pdf signatures on this Agreement shall constitute original signatures of the Parties.

5.2 Recording. Either party may arrange for the recording of this Addendum with the Snohomish County Auditor's office, as necessary to disclose this Addendum on title documents for the affected property.

6. Other. Except as expressly modified in this Addendum, the Second Amendment shall remain in full force and effect.

#### EXHIBITS:

Exhibit A – Revised Attachment E-1: Final Development Plan and Anchor Food and Recreation Drawing



# SITE PLAN

# RIVERFRONT

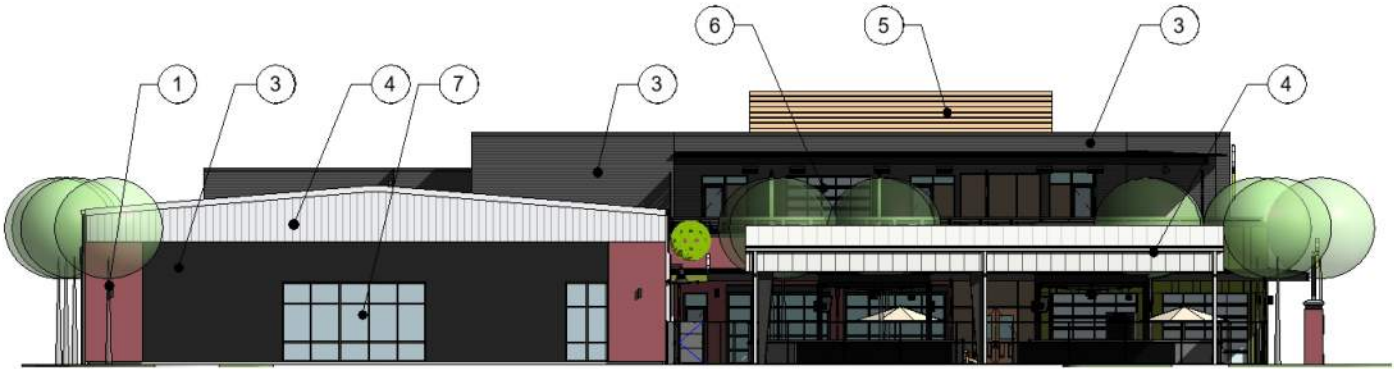




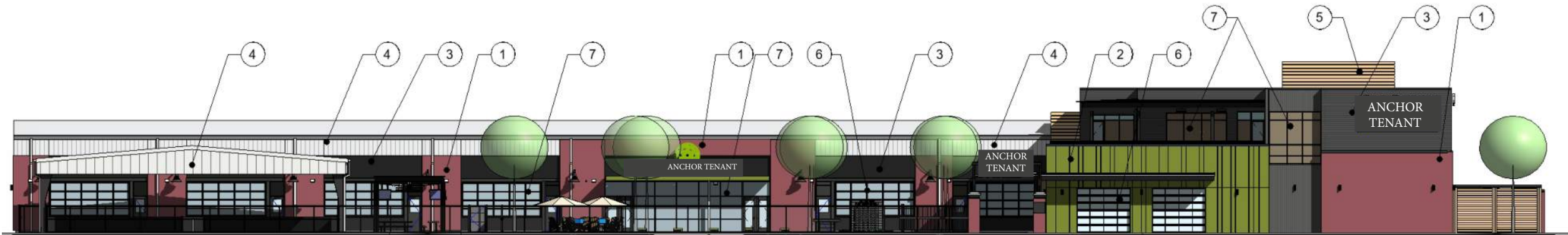
# ELEVATIONS

# RIVERFRONT

2 West Elevation



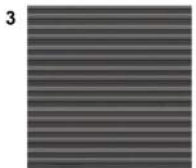
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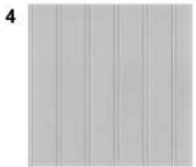
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS

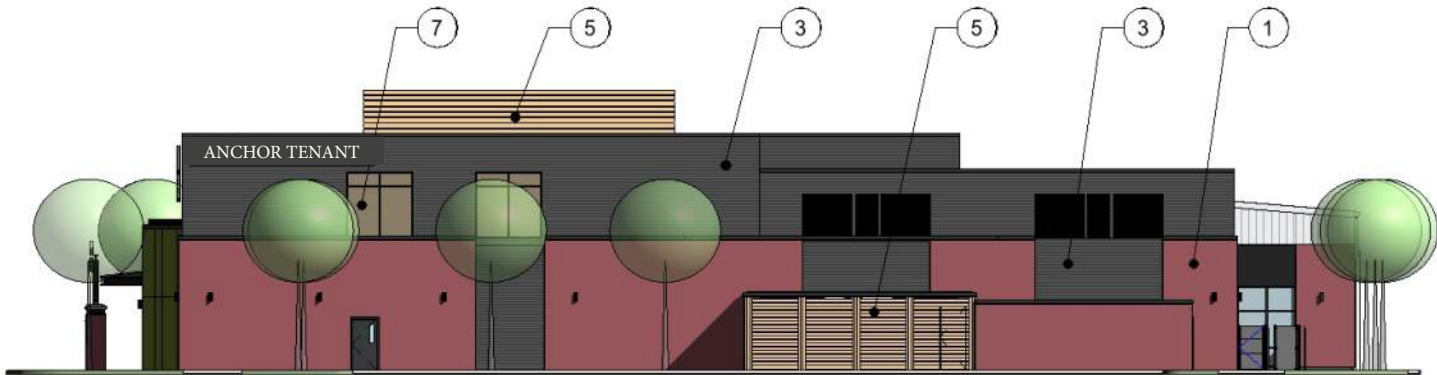


ALUMINIUM STOREFRONT

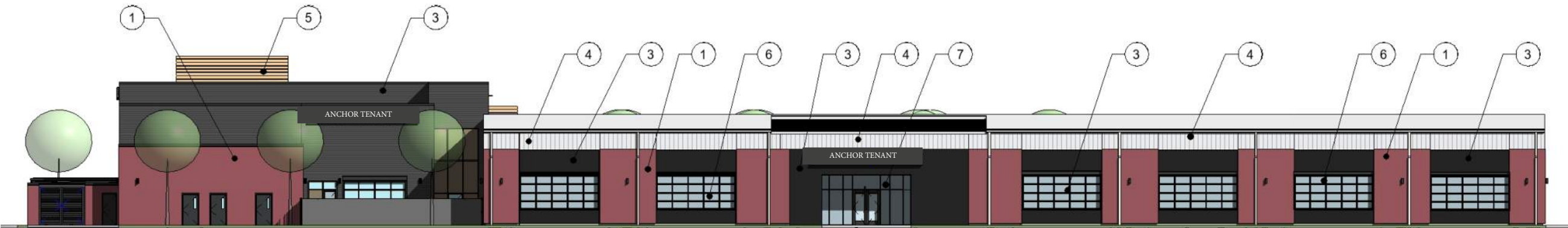


# ELEVATIONS

# RIVERFRONT



4 East Elevation



3 North Elevation



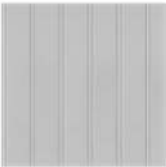
BRICK VENEER



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HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT

**Project title:** Authorize Mayor to Sign Second Amendment to the Riverfront Amended and Restated Property Disposition Agreement

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Action: 1/17/24

Public hearing ☒ X  
Yes ☐ No ☒ X

**Budget amendment:**  
Yes ☐ No ☒ X

**PowerPoint presentation:**  
X Yes ☐ No ☐

**Attachments:**  
ARPDA Amendment

**Department(s) involved:**  
Planning, Parks & Facilities,  
Legal

**Contact person:**  
Yorik Stevens-Wajda

**Phone number:**  
(425) 257-8725

**Email:**  
[ystevens@everettwa.gov](mailto:ystevens@everettwa.gov)

**Initialed by:**

Department head

Administration

Council President

**Project:** Second Amendment to the Riverfront Amended and Restated Property Disposition Agreement

**Partner/Supplier:** Shelter Holdings

**Location:** Riverfront

**Preceding action:** Amendment in 2021

**Fund:** N/A

**Fiscal summary statement:** N/A

**Project summary statement:** This action item is the companion to the Riverfront ordinance (CB-2310-59) amending the Riverfront development agreement, also on the agenda for 1.17.24. This was briefed to the City Council on 11.8.24.

As explained in the coversheet for the Riverfront ordinance (CB-2310-59), in order to make the changes to the development agreement authorized by the proposed ordinance, corresponding revisions must also be made to the Amended and Restated Property Disposition Agreement (ARPDA), which is a separate agreement that governs certain Riverfront real estate matters. This action item authorizes the Mayor to sign an ARPDA amendment making those changes.

**Recommendation (exact action requested of Council):** Authorize Mayor to Sign Second Amendment to the Riverfront Amended and Restated Property Disposition Agreement in substantially the form provided.

**SECOND AMENDMENT**  
**TO**  
**AMENDED AND RESTATED PROPERTY DISPOSITION AGREEMENT**  
**EVERETT RIVERFRONT DEVELOPMENT**  
**(LANDFILL)**

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**RECITALS**

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C. In addition, since the First Amendment, the City has taken steps to secure funding for construction of the in-water improvements to the Eclipse Mill Park. Because of this, the parties desire to adjust the certain timing provisions regarding the park.

D. Further, the parties acknowledge that all rights, obligations and liabilities that PNW Riverfront LLC had under the Agreement have been assigned to and assumed by the Developer pursuant to the Assignment Agreement, and PNW Riverfront LLC does not hold

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E. Accordingly, the Parties hereto have agreed to amend the Agreement as set forth herein.

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2.1 The fifth sentence of Section 1.4 of the Agreement is replaced with “Developer will cause First Phase Park Completion to occur in accordance with the approved plans and specifications no later than 18 months after the City completes its Later Phase Eclipse Mill Park Project, subject to extension of such date for Force Majeure as provided in Section 13.2 (“***First Phase Park Completion Deadline***”).”

2.2 The parenthetical in the first sentence of Agreement Section 2.3.3.2 is replaced with “(other than the First Phase Park Project, which must be completed by the First Phase Park Deadline).”

Section 7.2.2 of the Agreement is deleted. However, in the event that the City does not secure the anticipated funding for the Later Phase Eclipse Mill Park Project and provides written notice thereof to Developer, then (A) the First Phase Park Completion Deadline will be 18 months after the date of such notice to Developer, but in no event will such deadline be earlier than December 31, 2026, with such deadline subject to

extension for Force Majeure as provided in Section 13.2 and (B) Section 7.2.2 of the Agreement is automatically deemed restored to the Agreement as of the date of such notice to Developer.

The City shall cooperate with Developer to issue any extensions of the permits for the First Phase Park Project that are necessary to implement the timelines contemplated by this Amendment.

**3     REMOVAL OF PNW RIVERFRONT, LLC**

For the reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Agreement.

**4     AGREEMENT IN FULL FORCE AND EFFECT**

Except as modified by this Amendment, the Agreement remains in full force and effect. This Agreement may be signed with AdobeSign, which is fully binding.

**[SIGNATURE PAGES FOLLOW]**

CITY SIGNATURE PAGE

**CITY:**

CITY OF EVERETT

By: \_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

By: \_\_\_\_\_  
Office of City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of City Attorney

DEVELOPER SIGNATURE PAGES

**DEVELOPER:**

**RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 1 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 2 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 3 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 4 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_



**RIVERFRONT THEATER LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT GROCER LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Angela Ely

---

**From:** Brent Vanderwilt <bvanderwilt@yahoo.com>  
**Sent:** Tuesday, January 16, 2024 11:34 AM  
**To:** DL-Council  
**Cc:** Nancy Purcell; Mary Cunningham; Brent Vanderwilt  
**Subject:** [EXTERNAL] Retail Pickleball in Everett

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

I understand the City Council has a request to change the plan for the Riverside Development so that a retail Pickleball (Chicken-n-Pickle) establishment can replace a cinema in the Master Development Plan. I, and literally dozens of my friends, wholeheartedly approve of this use change.

Everett has a pickleball court problem, too few for many players. Approving this change will open up more opportunities for the growing number of players in our city and county.

I believe statistics may help in your decision making process, so let me share a few:

Everett Parks have 13 tennis courts with permanent nets.

Only 6 of these tennis courts have pickleball lines overlaid on the courts.

All of these locations require the players to bring a privately purchased portable net.

Everett has only 1 completely dedicated pickleball court, at Garfield Park. 1 court for 114,000 citizens.

How do we stack up with our neighboring communities?

Marysville has 10 dedicated courts for 73,000 inhabitants.

Edmonds has 4 dedicated courts for 43,000 people.

Bothell has 2 dedicated courts for 21,000 citizens.

Mt. Vernon has 14 dedicated courts for 35,000 people.

In my opinion, having available pickleball courts is an amenity that Everett deserves. Please approve the change.

Thank You,  
Brent Vanderwilt  
206-718-8868

## Angela Ely

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Thank You,  
Brent Vanderwilt  
206-718-8868

## Angela Ely

---

**From:** Kate Van Gent <katevangent@yahoo.com>  
**Sent:** Wednesday, January 17, 2024 4:22 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] A Riverfront pickleball facility will grow the local economy

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Kate Van Gent. I live in Mill Creek and am the Vice President of the [Seattle Metro Pickleball Association](#), a 700-member association serving the Seattle Metro Area, including north Snohomish County.

I support the developer's request to construct a privately-owned pickleball complex in Everett at the Riverfront development. This request does not replace the movie theater, it simply reserves its construction for a [future phase of the development](#). Eric Evans, director of development at Shelter Holdings, stated that the industry needs time to recover from the impact of Covid. Statistics indicate we are not out of the woods yet. Covid is once again on the rise again in Snohomish County. Pickleball is a sport less impacted by Covid because people can play and remain socially distanced.

In addition, Evans stated that people want "interactive and immersive" recreation. Record high interest rates and Covid create increased risk for this developer, and since they are taking on the risks associated with the development, they should be permitted to alter the plan accordingly. Again, the developer's plan is not to do away with the movie theater, but to push its construction to a later phase.

Pickleball isn't just the fastest growing sport, it's the state sport. The [effort to make pickleball the state sport](#) was a grass roots effort which started in Snohomish County in Mill Creek. It was supported by Snohomish County residents, folks who will stand before you to speak at the city council meeting.

Governor Inslee, Senator John Lovick, Chuck Wright, USA Pickleball's Stu Upson and I signed honorary pickleball paddles marking the event on March 28<sup>th</sup>, 2022. Snohomish County residents like MEPC's Rick Bomar and Nancy Purcell continue to lead the way in making an impact.

And you will continue to see pickleball mentioned in 2024. Senate bill 5333 is making its way through the state legislature as I write this and will create a state sport license plate. You will see these plates on cars driving through Snohomish County and Washington State, so get ready.

A few words about the Seattle Metro Pickleball Association - we advocate for more courts and more play. SMPA is also a community advocate, with many types of outreach programs and event involvement. SMPA supports other pickleball clubs like the Mukilteo

Everett Pickleball Club, of which I am a member. SMPA sponsors a program called [Diversity and Inclusion in Pickleball](#), which seeks to involve people of color in pickleball and promote outreach to underserved areas. Seattle Mayor Bruce Harrell and the Seattle Parks Department attend our Diversity and Inclusion in Pickleball events. Our SMPA sponsored [Westside Pickleball League](#) is an indoor league with over 100 players and raises money for schools and new courts.

The Seattle Mariners and the University of Washington, the Alzheimer's Association, AARP, and others reach out to SMPA annually to host events like [Mariners Pickleball Night](#) at T-Mobile Park and [UW Pickleball Night](#) in Seattle. This year [UW Pickleball Night](#) is honoring National Girls and Women in Sports weekend, and we are gathering top female community leaders in pickleball to host our event and support women in sports at a UW women's basketball game.

Real pickleball paddles are the theme this year. UW is handing out UW-themed pickleball paddles to 500 ticket holders. The world's number one pickleball athlete and GOAT Ben Johns is throwing out the first pitch at Mariners Pickleball Night and the Mariners are handing out tournament approved pickleball paddles to each ticket holder.

SMPA is working again with the Seattle Parks Foundation and the Seattle Mayor on Pickleball For All, a weekend event where temporary pickleball courts are constructed on city streets. Last September, the event had 400 players on 10 courts, including people walking by, playing pickleball for the first time. The mayor, Seattle City Council members and the head of the Seattle Parks and Recreation Department showed up for a ribbon cutting ceremony for two dedicated courts.

This July will see a whirlwind of pickleball events in Puget Sound, with the highlights being the PPA Seattle Open and for the first time this year Major League Pickleball, which brings in the top stars from all over the world and big bucks. The PPA Seattle Open comes to Seattle because Bainbridge Island is the birthplace of pickleball and because pickleball is the state sport. Cities like Marysville, Kirkland and Redmond are getting financial and community benefits from private pickleball facilities. Everett should be benefiting too!

Let's honor pickleball's history and legacy as our state sport and let's honor Snohomish County's grass roots effort to make it so. Supporting pickleball facilities supports the local economy, gets people engaged and athletic. Let's not forget pickleball makes stronger communities by building and fostering community networks. Help us nurture this life-giving growth. Let's make Snohomish County a center for pickleball. Please support the Riverfront pickleball facility.



## EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

**State your name and city of residence when you begin speaking.** Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

*City staff may wish to contact you for follow up, therefore, your contact information is appreciated.*

DATE: 1-17-2024

NAME (required): Rick Boman

CITY (required): Marysville ZIP (required): 98270

EMAIL (optional): Pickleball@hotmail.com PHONE (optional): 509-431-2698

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item  
AGENDA ITEM #: Pickleball #4

☒ During the general public comment. Please state the topic you would like to speak on: Need + growth of facilities to play

*Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.*





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DATE: 1/17/24

NAME (required): Kate Van Gent

CITY (required): Mill Creek ZIP (required): 98012

EMAIL (optional): katevangel@yahoo.com PHONE (optional): 425-275-6220

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

44  
When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item  
AGENDA ITEM #: 4

☐ During the general public comment. Please state the topic you would like to speak on: \_\_\_\_\_



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DATE: JANUARY 17, 2023

NAME (required): Nancy Purcell

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): npurcell1950@yahoo PHONE (optional): \_\_\_\_\_

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item  
AGENDA ITEM #: Public hearing #4 May I speak first?

☐ During the general public comment. Please state the topic you would like to speak on: \_\_\_\_\_





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DATE: 1/18/24

NAME (required): Ryan Stenhouse

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): simple9RTS@msn.com PHONE (optional): 206-371-3315

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_

☒ During the general public comment. Please state the topic you would like to speak on: Water pressure breakage



## EVERETT CITY COUNCIL Public Comment Form

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*City staff may wish to contact you for follow up, therefore, your contact information is appreciated.*

DATE: 1/18/2024

NAME (required): Susie Thomson

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): simplysusiet@comcast.net PHONE (optional): 425 319 3064

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda? NO

☐ During the comment period that will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_

☒ During the general public comment. Please state the topic you would like to speak on: water pressure breakage Feb. 2023



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*City staff may wish to contact you for follow up, therefore, your contact information is appreciated.*

DATE: Wed Jan 17 2024  
NAME (required): Chelsea Gray  
CITY (required): Everett ZIP (required): 98201  
EMAIL (optional): N/A PHONE (optional): 425 535 4610  
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

- ☐ During the comment period that will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_
- ☒ During the general public comment. Please state the topic you would like to speak on: Prejudice in Policing

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