

**City of
Spokane**
Planning Services
Department



General Application

DESCRIPTION OF PROPOSAL:

A comprehensive plan map amendment from Open Space to Centers and Corridors Core with associated zone change from RSF to CC2-DC.

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

2651 E. 49th Avenue, Spokane, Washington 99223

APPLICANT:

Name: QueenB Radio, Inc., a Washington corporation

Address: 500 West Boone Avenue, Spokane, Ave 99201-2491

Phone (home):

Phone (work): 509- 324-4000

Email address: sms@witherspoonkelley.com

PROPERTY OWNER:

Name: City of Spokane

Address: 808 West Spokane Falls Boulevard

Phone (home):

Phone (work): 509-625-6286

Email address: rlukas@spokanecity.org

AGENT:

Name: Stanley M. Schwartz, Attorney at Law

Address: Witherspoon Kelley, 422 West Riverside, Suite 1100, Spokane, WA 99201

Phone (home):

Phone (work): 509-624-5265

Email address: sms@witherspoonkelley.com

ASSESSOR'S PARCEL NUMBERS:

34041.0038

LEGAL DESCRIPTION OF SITE:

See attached Deed

SIZE OF PROPERTY:

1.9 acres

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Comprehensive Plan Amendment and associated zone change

SUBMITTED BY:

Stanley M. Schwartz

☐ Applicant ☐ Property Owner ☐ Property Purchaser ☒ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, City of Spokane, owner of the above-described property do hereby authorize Stanley M. Schwartz, Witherspoon Kelley to represent me and my interests in all matters regarding this application; provided, if the Purchase and Sale Agreement relating to tax parcel No. 34041.0038 is not mutually approved on or before November 30, 2015, this authority shall terminate automatically without any cost to the City.

ACKNOWLEDGMENT:

[illegible]

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

City of
Spokane



Comprehensive Plan or Land Use Code Amendment

Planning Services
Department

Pre-Application

DESCRIPTION OF THE PROPOSED AMENDMENT Please check the appropriate box(es):

- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Text Change | <input checked="" type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change | <input type="checkbox"/> Area-wide Rezone |

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

SEE ATTACHMENT FOR RESPONSES TO BELOW QUESTIONS

1. Summarize the general nature of the proposed amendment.
2. Why do you feel this change is needed?
3. In what way(s) is your proposal similar to or different from the fundamental concepts contained in comprehensive plan?
4. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal?
5. For map amendments:
 - a. What is the current Land Use designation and zoning for each affected parcel?
 - b. What is the requested Land Use designation and zoning for each affected parcel?
 - c. Describe the land uses surrounding the proposed amendment site(s); e.g., land use type, vacant/occupied, etc.
6. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal?
7. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Planning Services department's work program (e.g., neighborhood planning, public input on new regulations, etc.)?
8. Has there been a previous attempt to address this concern through a comprehensive plan amendment?

☐ Yes ☒ No

If yes, please answer the following questions:

- a. When was the amendment proposal submitted?
- b. Was it submitted as a consistent amendment or an inconsistent amendment?
- c. What were the Plan Commission recommendation and City Council decision at that time?
- d. Describe any ways that this amendment proposal varies from the previously considered version.

**ATTACHMENT TO COMPREHENSIVE PLAN OR
LAND USE CODE AMENDMENT - PRE-APPLICATION**

1. Comprehensive Plan Map and Zone Change
2. Conform use to surrounding properties.
3. Conforms to Comprehensive Plan policies.
4. N/A
- 5a. Open Space designation and Residential Single Family zone
- 5b. CC Core designation and CC2-DC zone
- 5c. park (west and north), commercial (east and south)
6. See Ordinance C-34257 and City Planning File Z 2005-114-LU
7. To be consistent with surrounding land use
8. No.

**City of
Spokane**
Planning Services
Department



Comprehensive Plan or Land Use Code Amendment

Application

DESCRIPTION OF THE PROPOSED AMENDMENT Please check the appropriate box(es):

(Inconsistent Amendments will only be processed every other year beginning in 2005.)

- | | |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Text Change | <input checked="" type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change | <input type="checkbox"/> Area-wide Rezone |

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions (for all proposals):

- a. Describe the nature of the proposed amendment and explain why the change is necessary. SEE ATTACHED
- b. How will the proposed change provide a substantial benefit to the public? SEE ATTACHED
- c. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies. SEE ATTACHED
- d. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies. SEE ATTACHED
- e. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies. SEE ATTACHED
- f. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan? SEE ATTACHED
- g. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation. SEE ATTACHED
- h. If this proposal is to modify an Urban Growth Area (UGA) boundary, please provide a density and population growth trend analysis. Changes to the Urban Growth Area may occur only every five years and when the Board of County Commissioners (BoCC) reviews all UGA's countywide. SEE ATTACHED

2. For Text Amendments:

- a. Please provide a detailed description and explanation of the proposed text amendment. Show proposed edits in "line in/line out" format, with text to be added indicated by underlining, and text to be deleted indicated with ~~strikeouts~~.
- b. Reference the name of the document as well as the title, chapter and number of the specific goal, policy or regulation proposed to be amended/added.

3. For Map Change Proposals: SEE ATTACHED

- a. Attach a map of the proposed amendment site/area, showing all parcels and parcel numbers.
- b. What is the current land use designation?
- c. What is the requested land use designation?
- d. Describe the land uses surrounding the proposed amendment site (land use type, vacant/occupied, etc.)

**ATTACHMENT TO COMPREHENSIVE PLAN OR
LAND USE CODE AMENDMENT
APPLICATION**

1. General Questions (for all proposals):

a. This proposal requests a Comprehensive Plan amendment change to the land use from Open Space to CC Core with an associated zone change from RSF to CC2-DC for one parcel adjacent to the signalized intersection of Regal Street and Palouse Highway. The change is necessary:

- i. To reflect and adjust to substantial changes in area's population growth, density and development patterns which have occurred in the immediate area since adoption and amendments to the City Comprehensive Plan. The subject property is adjacent to a 14 acre parcel which is zoned CC2-DC under City Ordinance 34257 ("KXLY Property") which was approved in conjunction with Ordinance Nos. 34256 and 34261. As stated in the Development Agreement affecting the KXLY Property (City Clerk's No. OPR2009-0657) it will be developed according to an Integrated Site Plan that has been approved by the City Design Review Committee and the City Planning Services Department. The subject property is very close to the intersection of Regal Street and Palouse Highway with the present land use designation of Residential 4-10 inconsistent with the proposed and authorized commercial developments in the vicinity of this intersection. The surrounding area provides office, retail and various commercial services, as well as, athletic fields which are primarily used for youth sports.
- ii. To support Comp Plan goal LU 3-Efficient Land Use, and LU-3.1 which encourages, "*coordinated and efficient land use*" where adequate services and facilities exist.
- iii. To support Comp Plan goal LU-3.2 which states, "*encourage a mix of uses and activities around which growth is focused*" and where growth has already occurred.

b. At present, the subject property is vacant except for a portion developed as a parking lot adjacent to Regal Street. This Amendment responds in a timely manner to substantial changed conditions.

c. The property is presently zoned Residential Single Family, which allows primarily residential uses only. This category is inappropriate for this site for a number of reasons; (1) much of the surrounding area includes mixed use or commercial uses; (2) low-density residential uses are not compatible with the adjacent high-capacity Regal corridor intersection; and (3) low density residential uses should have greater separation from the commercial use of the adjacent KXLY property. A redesignation to CC Core and a zoning change to CC2-DC is appropriate.

The proposed change is consistent with the intended goals of the Comprehensive Plan in many ways:

- i. LU-3.3: "**Designate new centers or corridors in appropriate locations** *on the land use plan map through a neighborhood planning process.*" As set forth above, the requested Land Use Designation change has been approved for surrounding and adjacent properties. There will be a substantial benefit to the public because the CC-2-DC designation will be consistent with the present zoning designation for 45 acres of surrounding properties. In addition, through a Real Estate Purchase and Sale Agreement between the City of Spokane (property owner) and property purchaser Queen Bee Radio (d/b/a KXLY), the fourth leg of the Regal Palouse intersection will be constructed to facilitate vehicle and pedestrian movements. This new street will cause the relocation of the existing parking lot and small outbuildings in a manner which removes parking that is presently adjacent to Regal Street. This will enhance the soccer complex, visual aesthetics, pedestrian and vehicle conflicts and will better support the integration of this property into the existing and planned developments.

It is anticipated that this property will also be subject to a development agreement that is similar in form and content to the one found at City Clerk's No. OPR2009-0657.

- ii. **LU-3.4: Planning for Centers and Corridors.** The proposed amendment recognizes existing conditions and supports current language under: *"Discussion: Growth planning estimates and growth targets...should be based upon:*

- (1) Availability of infrastructure [yes];
- (2) Public amenities[yes] and related facilities [yes] and service capacity for residential and commercial development [yes];
- (3) Existing and proposed residential densities [N/A] and development conditions [yes];
- (4) Accessibility of transit [yes]; and,
- (5) Density goals for centers and corridors." [yes]

Further, because this land use change would be subject to the existing development agreement described above, it will be developed according to the Integrated Site Plan which is the result of a collaborative process with the neighborhood. Further, the Real Estate Purchase and Sale Agreement contains additional matters that involve neighborhood input. Finally, this area has not yet adopted a specific area plan.

- iii. LU 3.2

A center and corridor should be designated in an area around which growth is focused. Here, designation of this site to General Commercial will create a larger, more cohesive commercial area that includes the General Commercial area to the east and south. This district center will facilitate service to a large portion of the south hill, including area located south of the existing city limits.

- iv. LU 1.12

The proposed map change is consistent with Land Use Goal 1.12. Existing public facilities and services are available to serve this site.

- v. LU 3.1

The proposed map change is consistent with Policy LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1, future growth should be directed to locations where adequate services and facilities are available. As stated, there are already adequate services and facilities in the area.

- vi. LU 5

The proposed map change is consistent with Land Use Goal 5. This Goal promotes development in a manner that is attractive, complementary, and compatible with other land uses. Consistent with Policy LU 5.3, this site will have better access to the Regal/Palouse intersection; adequate off-street parking and improvements that will not adversely impact the surrounding area.

- vii. Transportation Goal 3.5

The proposed map change is consistent with Goal TR 3.5, which recommends that healthy commercial centers be maintained throughout the City to satisfy the shopping and service needs of residents; reduce the amount of driving; utilize existing transportation infrastructure and services; and maintain the City's commercial tax base. Further, this site is served by existing transportation services and infrastructure that has adequate capacity to serve the land use.

- viii. Economic Development Goal 3

The proposed map change is consistent with Goal ED 3, which is intended to foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities. Designating this site to General Commercial will allow the property owner to develop this site to a use compatible with the surrounding property. Additionally, the proposed map change is

consistent with Policy ED3.5, which requires the city to support opportunities to expand and increase the number of locally-owned businesses in Spokane. The property will be owned by the adjacent landowner (KXLY) and will be integrated into the surrounding commercial and recreational uses.

ix. Economic Development Goal 6

The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exists before extending infrastructure into new areas. Policy ED 6.1. In this case, public services such as water, sewer, roadways, gas, and electricity, are available to serve the site. No additional demand will be placed on the infrastructure.

d. The Growth Management Act (GMA) contains three goals that support this proposal. First, urban growth should be encouraged in urban areas where adequate public facilities and services exist. RCW 36.70A.020(1). Second, economic development should be encouraged throughout the State that is consistent with adopted comprehensive plans. RCW 36.78.020(5). And third, public facilities and services necessary to support development shall be adequate at the time the development is available for occupancy and use. RCW 36.78.020(12). All of the above goals in the GMA will be satisfied through this application. Through environmental review (SEPA), any adverse impacts upon the built or natural environment will be mitigated.

e. This application is consistent with the County-wide planning policies because it is consistent with the City Comprehensive Plan and applicable of Plans of the City. This application will not affect the Regional Transportation System nor modify the population growth forecast because it is within the urban growth boundary.

f. To the extent that infrastructure improvements are required, these will be funded through either City of Spokane Impact Fees or mitigation under SEPA.

g. This Amendment will require an amendment to the City of Spokane Zoning Map. No other plans or programs should be affected.

h. N/A.

2. **For Text Amendments.** N/A

3. **For Map Change Proposals.**

a. A map of the proposed amendment, including parcels and parcel numbers is attached.

b. The current land use designation is Open Space.

c. The requested land use designation is community commercial core.

d. The property to the north and west contains the south side sports complex, which primarily consists of soccer fields, baseball fields, and improvements to support the sports activities. Property to the east across Regal Street is developed as a Target store pursuant to a development agreement approved under City Ordinance C-34256. The property to the south is presently vacant but is subject to a development authorized under City Ordinance C-34257. Property to the southwest is owned by KXLY and is presently occupied with broadcast towers.

[End of Attachment]

City of
Spokane

Planning Services
Department



Notification Map Application

DESCRIPTION OF PROPOSAL:

A comprehensive plan map amendment from Open Space to Centers and Corridors Core with associated zone change from RSF to CC2-DC.

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

2651 E. 49th Avenue, Spokane, WA 99223

APPLICANT:

Name: QueenB Radio, Inc., a Washington corporation

Address: 500 West Boone Avenue, Spokane, WA 99201-2491

Phone (home):

Phone (work): (509) 324-4000

Email address: sms@witherspoonkelley.com

PROPERTY OWNER:

Name: City of Spokane

Address: 808 West Spokane Falls Boulevard, Spokane

Phone (home):

Phone (work): (509) 624-6286

Email address: rlukas@spokanecity.org

AGENT:

Name: Stanley M. Schwartz, Attorney at Law

Address: Witherspoon Kelley, 422 West Riverside, Suite 1100, Spokane, WA 99201

Phone (home):

Phone (work): (509) 624-5265

Email address: sms@witherspoonkelley.com

ASSESSOR'S PARCEL NUMBERS:

34041.0038

LEGAL DESCRIPTION OF SITE:

THE WEST 570 FEET OF THE EAST 600 FEET OF THE SOUTH 150 FEET OF GOVERNMENT LOT 8, IN SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M.;

EXCEPT REGAL STREET;

AND EXCEPT THAT PORTION DEEDED TO THE CITY OF SPOKANE DEED RECORDED JUNE 21, 2004, RECORDING NO. 5087368; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

SIZE OF PROPERTY:

1.9 acres

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Comprehensive Plan Map Amendment and associated zone change

**DOES OWNER/APPLICANT OWN PROPERTY ADJACENT TO SUBJECT PROPERTY?
If yes, provide all parcel numbers.**

Yes, the purchaser (KXLY) of the subject property owns parcel #34041.9077.

I acknowledge, as a part of this application, that I am responsible for all notification requirements as described in SMC 17G.060. for public hearing and community meeting. Copies of these instructions are available from the Planning Services Department or on www.spokaneplanning.org.

SUBMITTED BY:

Stanley M. Schwartz

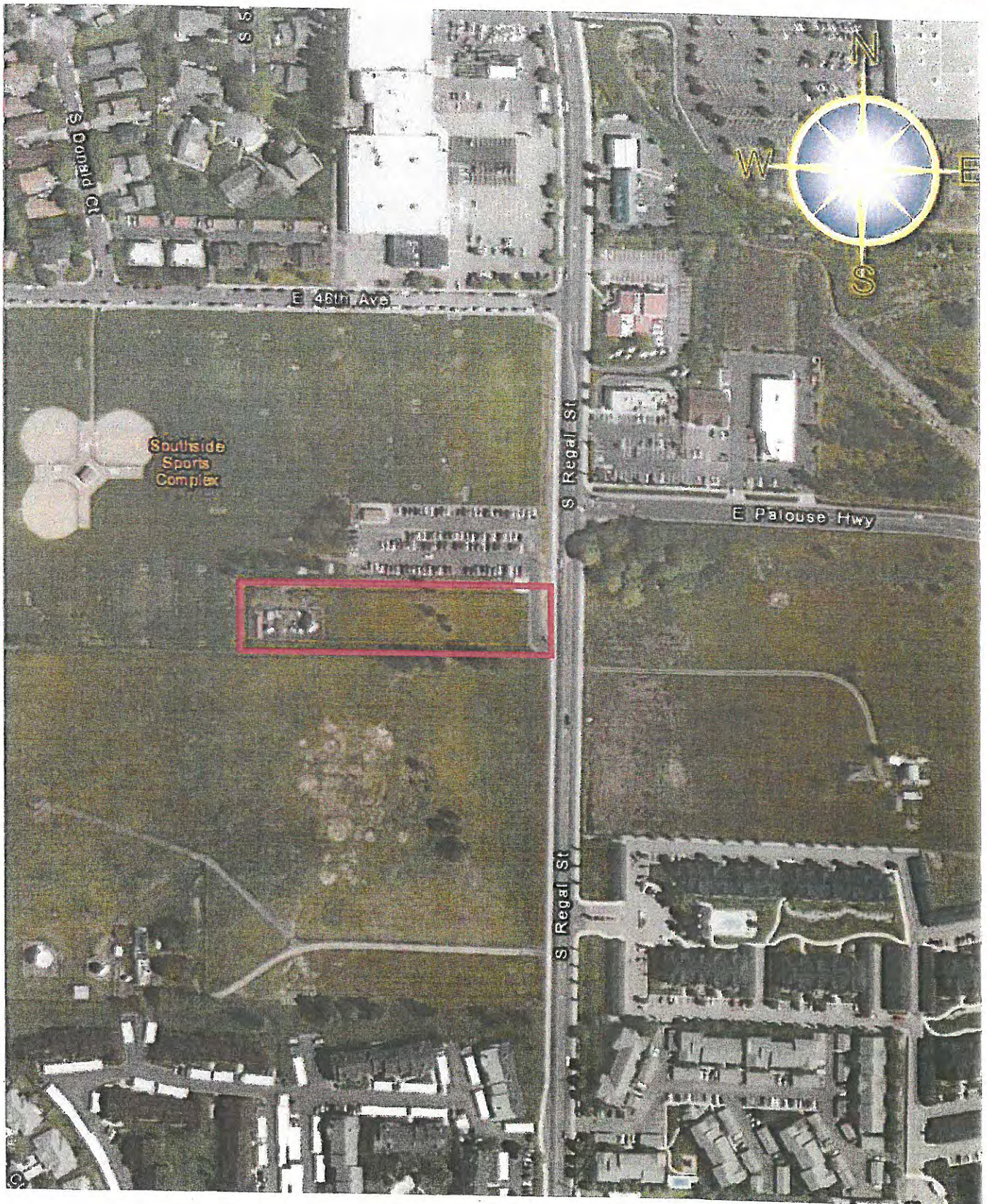


☐ Applicant ☐ Property Owner ☐ Property Purchaser ☒ Agent

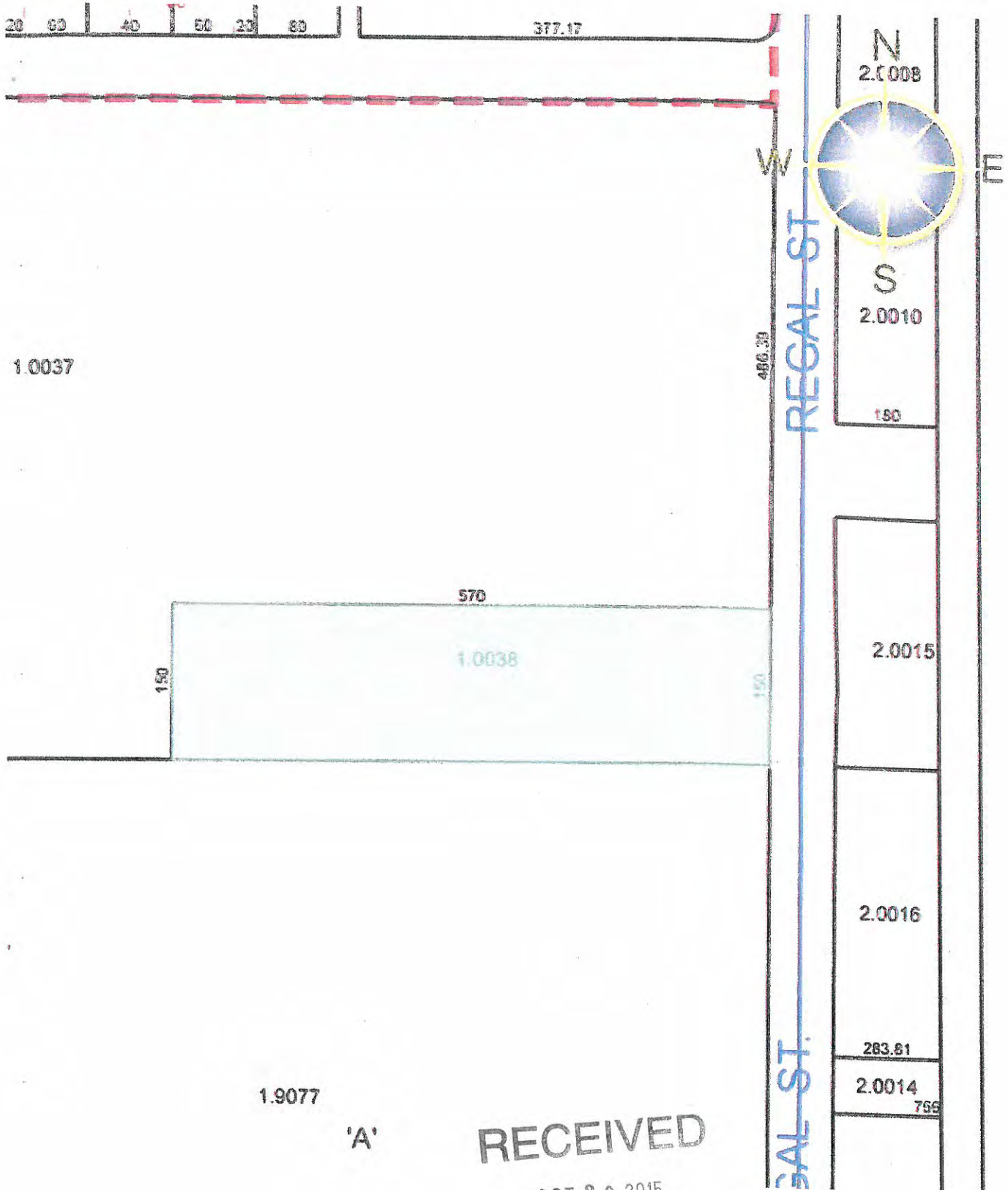
AERIAL PHOTOGRAPH



OCT 30 2015



PLAT MAP



1.9077

'A'

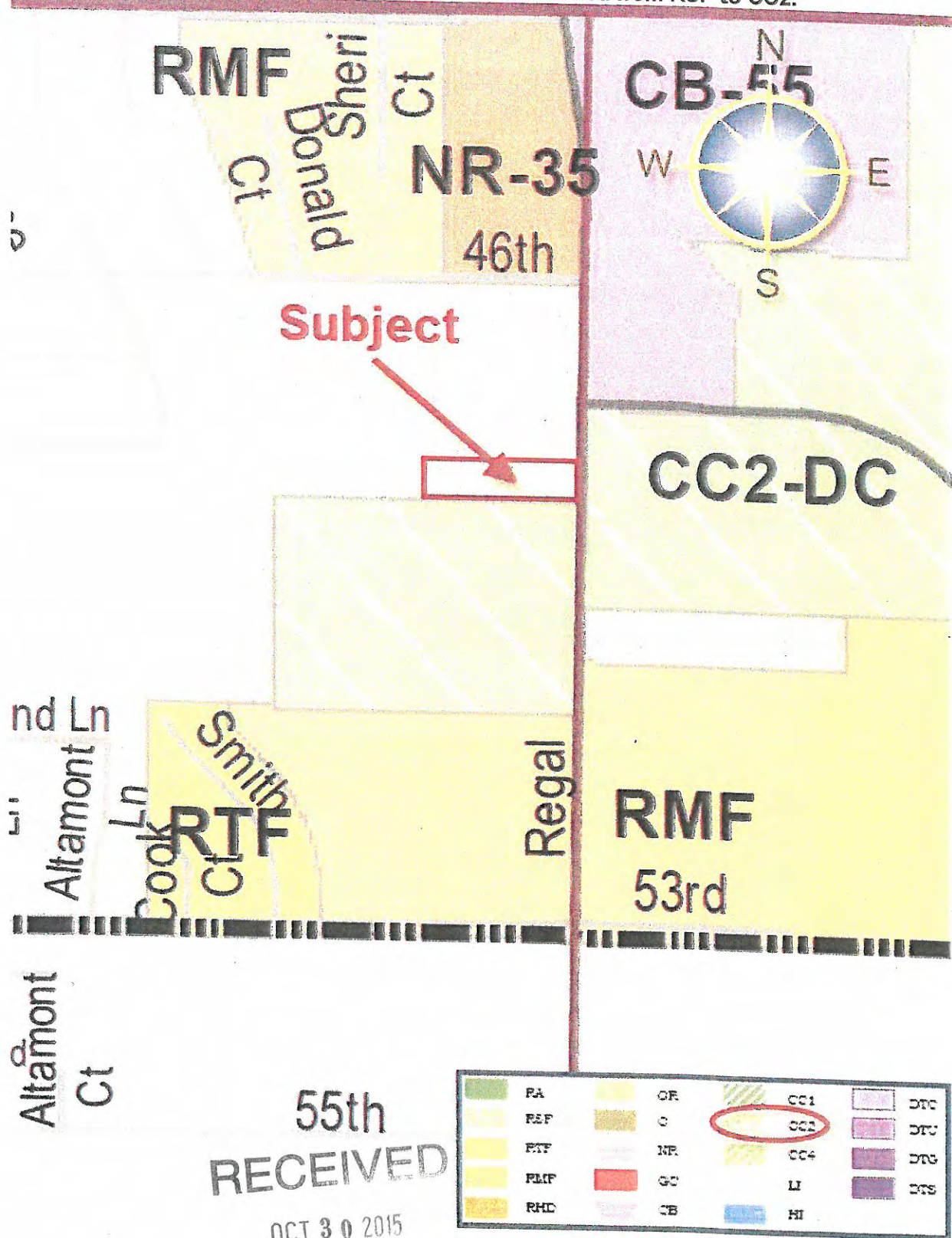
RECEIVED

OCT 30 2015

PLANNING & DEVELOPMENT

ZONING MAP

As noted previously is it assumed the subject has been rezoned from RSF to CC2.



55th
RECEIVED

OCT 30 2015

PLANNING & DEVELOPMENT

ENVIRONMENTAL CHECKLIST

For City of Spokane Property

Parcel No. 34041.0038

**SPOKANE ENVIRONMENTAL
ORDINANCE
SECTION 11.10.230[1]**

Environmental Checklist

File No. _____

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable: Comprehensive Plan Amendment of approximately [1.9] acres from Open Space to CC Core with associated zone change from RSF to CC2-DC.
2. Name of applicant: City of Spokane
3. Address and phone number of applicant or contact person: Stanley M. Schwartz, Witherspoon Kelley, 422 West Riverside, Suite 1100, Spokane, WA 99201, (509) 624-5265
4. Date checklist prepared: October 12, 2015
5. Agency requesting checklist: City of Spokane, Department of Building and Planning
6. Proposed timing or schedule (including phasing, if applicable): Comprehensive Plan Amendment 2016; in anticipation of commercial development 2016
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Yes. Following the Comprehensive Plan Amendment, applications will be made for site plan approval and building permits to construct commercial structures.
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. Yes, purchaser (KXLY) of the subject property owns adjacent parcel #34041.9077
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. No other known environmental information has been prepared for this proposal. Additional environmental review will be required for development of the actual proposed land uses.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No
10. List any government approvals or permits that will be needed for your proposal, if known. City Plan Commission and City Council approval of Comp Plan Map Amendment.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. Seeking Comprehensive Plan Map amendment and consequent change in land use to permit future development of general commercial, business.
-
-
12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. The proposal is located near SWC S. Regal St. and Palouse Hwy. The legal description is the West 570 feet of the East 600 feet of the South 150 feet of Government Lot 8, in Section 4, Township 24 North, Range 43 East, W. M. Except Regal Street
-
- And except that Portion deeded to the City of Spokane Deed recorded June 21, 2004, Recording No. 5087368; Situate in the City of Spokane, County of Spokane, State of Washington
-
- Spokane County, Washington
-
13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) _____
- The proposal is located within both the ASA and Critical Aquifer Recharge Area boundaries.
-
-
14. The following questions supplement Part A.
- a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities). Stormwater will be contained in appropriate, approved facilities and/or discharged into the ground via drywells, if consistent with the Spokane City/County and Moran Prairie Stormwater Guidelines. Design of a stormwater system has not been completed, as no site plan is yet proposed.
-
- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored? Not intended
-
-

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

N/A

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

N/A

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

Not known.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Stormwater will be disposed of in accordance with the Spokane City/County and Moran Prairie Stormwater Guidelines. Design of a stormwater system has not been completed, as no site plan is yet proposed.

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

Evaluation for
Agency Use
Only

1. Earth

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.* Primarily flat, slight slope SW to NE
-
-

- b. What is the steepest slope on the site (approximate percent slope)? Less than 2%
-
-
-

Evaluation for
Agency Use
Only

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. Hesseltine Gravelly Silt Loam (Hrb). Bond and Phoebe Fine Sandy Loam (BpB). No prime farmland.
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. No
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:
Unknown at this time.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Doubtful, given the mild slopes.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Unknown at this time.
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Conformance with City erosion control standards.

2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. Unknown at this time, but expect auto emissions and some dust during construction activities.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No, other than auto emissions.

Evaluation for
Agency Use
Only

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Conformance to all applicable local, state, and federal emission control requirements.

3. Water

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- (5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.

N/A

Evaluation for
Agency Use
Only

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

None.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The only runoff anticipated at this time is stormwater. Quantities and design are unknown at this time.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

No. The project will be on public sewer and there are no surface waters nearby.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

Conformance to all applicable design standards and requirements.

Evaluation for
Agency Use
Only

4. Plants

- a. Check or circle type of vegetation found on the site:

☐ Deciduous tree: *alder, maple, aspen, other.*

☒ Evergreen tree: *fir, cedar, pine, other.*

☒ Shrubs

☒ Grass

☐ Pasture

☐ Crop or grain

☐ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

☐ Water plants: *water lily, eelgrass, milfoil, other.*

☒ Other types of vegetation. (Ornamental)

- b. What kind and amount of vegetation will be removed or altered? Unknown at this time.

- c. List threatened or endangered species known to be on or near the site. None known.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Unknown at this time. All landscaping will be designed and installed in accordance with the Spokane City Zoning Code.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:

birds: *hawk, heron, eagle, songbirds, other.* hawk, songbirds, upland game birds

mammals: *deer, bear, elk, beaver, other.* cows, rodents and other common wild and domestic mammals

fish: *bass, salmon, trout, herring, shellfish, other.* _____

other: _____

Evaluation for
Agency Use
Only

- b. List any threatened or endangered species known to be on or near the site.

None known

- c. Is the site part of a migration route? If so, explain. No

- d. Proposed measures to preserve or enhance wildlife, if any:

Unknown at this time.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Unknown at this time.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Unknown at this time.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Unknown at this time.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. Unlikely given the commercial and mixed uses allowable under the City's Zoning Ordinance.

Evaluation for
Agency Use
Only

- (1) Describe special emergency services that might be required.

Unknown at this time, but none anticipated.

- (2) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There is a noise associated with the traffic along S. Regal St. and Palouse Highway, but it is not expected to impact the project.

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction traffic and equipment noise are anticipated during construction.

Long-term types and levels of noise are unknown at this time.

- (3) Proposed measure to reduce or control noise impacts, if any:

Conformance with all applicable noise standards. Specific mitigation, if necessary is unknown at this time. Construction activities will be limited to daytime hours.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

Vacant land and vacant land to the south with a parking lot to the north and a park to the west and northwest

- b. Has the site been used for agriculture? If so, describe. Perhaps.

The site may have previously been farmed (crops unknown).

Evaluation for
Agency Use
Only

- c. Describe any structures on the site. Small storage buildings

- d. Will any structures be demolished? If so, which? _____
Existing structure may be moved or demolished.

- e. What is the current zoning classification of the site? RSF

- f. What is the current comprehensive plan designation of the site? Open Space

- g. If applicable, what is the current shoreline master program designation of the site?
N/A

- h. Has any part of the site been classified as a critical area? If so, specify. No.

- i. Approximately how many people would reside or work in the completed project?
Unknown at this time

- j. Approximately how many people would the completed project displace? None

- k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: _____
Compliance with all applicable development standards.

Evaluation for
Agency Use
Only

9. Housing

- a. Approximately how many units would be provided, if any?
Indicate whether high-, middle or low-income housing. None anticipated
- b. Approximately how many units, if any, would be eliminated?
Indicate whether high-, middle- or low-income housing. None.
- c. Proposed measures to reduce or control housing impacts, if any: N/A

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Unknown at this time. All buildings will comply with the maximum building height limitation of the underlying zone.
- b. What views in the immediate vicinity would be altered or obstructed? Views of the subject property will be altered. However, specifics of the proposed construction are unknown at this time.
- c. Proposed measures to reduce or control aesthetic impacts, if any: Any specific impacts are unknown at this time. Landscaping, building setbacks, and maximum building height will be in accordance with the Spokane City Development Code.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? There may be some light and glare during nighttime hours.

Evaluation for
Agency Use
Only

- b. Could light or glare from the finished project be a safety hazard or interfere with views? None anticipated.
- c. What existing off-site sources of light or glare may affect your proposal? None.
- d. Proposed measures to reduce or control light and glare impacts, if any: N/A

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? South Sports Complex adjacent to the north.
- b. Would the proposed project displace any existing recreational uses? If so, describe. No. There are no existing recreational uses on the property.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. None known.
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
None

Evaluation for
Agency Use
Only

- c. Proposed measures to reduce or control impacts, if any: N/A

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Regal Street, a minor arterial, is adjacent to the property to the east. There are no public streets or roads on the property. However there is a driveway on the site that accesses the parking lot to the north.
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? Yes. Spokane Transit Authority currently provides service in this area.
- c. How many parking spaces would the completed project have? How many would the project eliminate? Parking will be developed according to City Development Code. No parking will be eliminated.
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). A west leg of the Regal Palouse intersection.
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No.
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. Unknown at this time.

(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)

- g. Proposed measures to reduce or control transportation impacts, if any: Unknown at this time, as mitigation will be based on specific uses proposed, during the building permit and project SEPA review process.

Evaluation for
Agency Use
Only

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. Minimally. The property is currently served by City fire, police, and health care will be based upon the specific uses.
- b. Proposed measures to reduce or control direct impacts on public services, if any: Required transportation mitigation will offset those public services served by the arterial system. Revenue from commercial, business and/or mixed-use development will offset other impacts on public services. Site design may also offset impacts to public services.

16. Utilities

- a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.* electricity, natural gas, water, refuse service, telephone, sanitary sewer.
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. All necessary urban utilities identified above are available adjacent to the property and will be utilized.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 11.30.15 Signature: [Signature]

Please Print or Type:

Proponent: City of Spokee Address: W. 808 Spokee Falls Blvd
Spokee, WA.

Phone: 625 6286

Person completing
 form (if different
 from proponent):

Stanley Schwartz Address: 422 W. Riverside Ave
Spokee, WA.

Phone: 624-5265

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS
(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

The comprehensive plan amendment and associated zone change, except for a likely increase in vehicular traffic is not likely to affect any of the matters listed above.

Proposed measures to avoid or reduce such increases are:

The Project will be designed in conformance with the comprehensive plan and mitigation measures to include increased public transportation, demand management and other transportation system strategies.

2. How would the proposal be likely to affect plants, animals, fish or marine life?

Given the urban nature of the environment, the proposal is not likely to affect plants, animals, fish or marine life.

Proposed measures to protect or conserve plants, animals, fish or marine life are:

Mitigation will be in conformance with City development regulations that provide for landscaping that will include protecting existing plants and animals.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal is not likely to deplete energy or natural resources that exist on site. See also item 1, above.

Proposed measures to protect or conserve energy and natural resources are:

N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

The proposal is not likely to negatively affect any of the above areas. The proposal is adjacent to City park property and which should be enhanced by relocation of a parking lot, improvement of the traffic and pedestrian circulation pattern, and associated landscaping.

Proposed measures to protect such resources or to avoid or reduce impacts are:

See above item 4.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

As stated above, the proposal is intended to develop land in a matter similar to the surrounding properties. It will not be incompatible.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Mitigation will be performed in accordance with the City Development Code and state law.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The City transportation system is designed to handle the use proposed in this comprehensive plan amendment.

Proposed measures to reduce or respond to such demand(s) are:

There are adequate transportation, public service and utility systems in place to serve the subject property.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

None.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 11.30.15 Signature: [Signature]

Please Print or Type:

Proponent: City of Spokee Address: W. 808 Spokee Falls Blvd.
 Phone: 625-6286 Spokee, MT.

Person completing form (if different from proponent):
Stanley Schwartz Address: W. 422 Riverside Ave.
 Phone: 624-5245 Spokee, MT.

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

**Agenda Sheet for City Council Meeting of:**

11/02/2015

Date Rec'd	10/21/2015
Clerk's File #	OPR 2015-0920
Renews #	
Cross Ref #	RES 2015-0117
Project #	
Bid #	
Requisition #	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	ED LUKAS 625-6286
Contact E-Mail	RLUKAS@SPOKANECITY.ORG
Agenda Item Type	Resolution
Agenda Item Name	5900 - SOUTH REGAL LAND PARCEL SALE

Agenda Wording

Purchase and Sale Agreement for a 1.96 acre City-owned land parcel near the southwest corner of South Regal Street and East Palouse Highway.

Summary (Background)

The subject parcel is rectangular (approximately 150' x 570') with the small side fronting South Regal. It is an undeveloped land parcel with the exception of a few concrete pads, a small utility building, and several power poles that are the remnants of a former satellite dish improvement. The City acquired the site in December 2013 as part of a trade with Spokane School District 81 during the sale of the Joe Albi stadium to the school district. QueenB Radio, Inc., a related entity to KXLY

Fiscal Impact		Budget Account	
Revenue	\$ 899.668.09	#	5900 41520 99999 39510 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Exec. Council 10/12/15
Finance	DAVIS, LEONARD	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		jahensley@spokanecity.org	
Purchasing		ldavis@spokanecity.org	
		rlukas@spokanecity.org	
		smsimmons@spokanecity.org	

ADOPTED BY
SPOKANE CITY COUNCIL:

November 16, 2015
Len Lukase
CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

who owns the adjacent property to the south, presented a purchase and sale agreement to the City on September 18, 2015 to purchase the property for \$899,668.09, a sales price determined by prior negotiations with the City.

Fiscal Impact

Budget Account

Select

\$

#

Select

\$

#

Distribution List

RESOLUTION 2015-0117**A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.**

WHEREAS, the City of Spokane is the owner of certain property located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in the Purchase and Sale Agreement attached hereto as Exhibit A ("Property"); and

WHEREAS, the City of Spokane finds that the Property is no longer needed for a public use of the City of Spokane and is hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City has received an offer to purchase the property for fair market value, subject to a number of conditions, as reflected in Exhibit A.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Property is hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City.

2. The Mayor or his designee is authorized to execute the Purchase and Sale Agreement attached hereto as Exhibit A.

ADOPTED by the Spokane City Council this 16th day of November, 2015.

Ken Hefster
City Clerk

Approved as to form:

James
Assistant City Attorney



OPR 2015-0970
Clerk No. 2015-0117
(RESOLUTION)

PURCHASE AND SALE AGREEMENT
City of Spokane Real Property

This Agreement is entered into as of _____ (the "**Effective Date**"), by and between the CITY OF SPOKANE, a Washington municipal corporation ("**Seller**" or "**City**"), and QueenB Radio, Inc., a Washington corporation ("**Buyer**" or "**KXLY**"), hereinafter referred to as the "**Parties**".

Whereas, the parties are desirous of entering into an agreement whereby the Buyer will purchase property owned by the Seller and described in Exhibit "A" (the "**Property**").

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property, which property is situated in the City and County of Spokane, State of Washington, and legally described in Exhibit "A" hereto, together with all of Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "**Property**").

2. Earnest Money. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to First American Title Insurance Company in Spokane, Washington ("**Title Company**"), as escrow agent for the closing of this transaction, a promissory note payable to the City of Spokane upon satisfaction or waiver of Buyer's contingencies under this Agreement, in the principal sum of EIGHTY NINE THOUSAND NINE HUNDRED SIXTY SIX and 80/100 DOLLARS (\$89,966.80), to be paid or delivered as earnest money (the "**Earnest Money**") in part payment for the Purchase Price of the Property. The Title Company will hold the Earnest Money for the benefit of the parties pursuant to the terms of this Agreement; provided, subject to section 15.3 herein below, if this Agreement has not been terminated prior to December 31, 2016, the promissory note shall become due and payable to Seller in cash on

EXHIBIT "A"

Purchase and Sale Agreement

OPR 2015-0970
Clerk No. 2015-0117
(RESOLUTION)

PURCHASE AND SALE AGREEMENT
City of Spokane Real Property

This Agreement is entered into as of _____ (the "**Effective Date**"), by and between the CITY OF SPOKANE, a Washington municipal corporation ("**Seller**" or "**City**"), and QueenB Radio, Inc., a Washington corporation ("**Buyer**" or "**KXLY**"), hereinafter referred to as the "**Parties**".

Whereas, the parties are desirous of entering into an agreement whereby the Buyer will purchase property owned by the Seller and described in Exhibit "A" (the "**Property**").

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property, which property is situated in the City and County of Spokane, State of Washington, and legally described in Exhibit "A" hereto, together with all of Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "**Property**").

2. Earnest Money. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to First American Title Insurance Company in Spokane, Washington ("**Title Company**"), as escrow agent for the closing of this transaction, a promissory note payable to the City of Spokane upon satisfaction or waiver of Buyer's contingencies under this Agreement, in the principal sum of EIGHTY NINE THOUSAND NINE HUNDRED SIXTY SIX and 80/100 DOLLARS (\$89,966.80), to be paid or delivered as earnest money (the "**Earnest Money**") in part payment for the Purchase Price of the Property. The Title Company will hold the Earnest Money for the benefit of the parties pursuant to the terms of this Agreement; provided, subject to section 15.3 herein below, if this Agreement has not been terminated prior to December 31, 2016, the promissory note shall become due and payable to Seller in cash on

or before December 31, 2016, and shall become a non-refundable fee that the City may treat as its own. Notwithstanding the above, at Closing the Earnest Money shall be applied to the Purchase Price.

3. Purchase Price. The purchase price for the Property (the "**Purchase Price**") is EIGHT HUNDRED NINETY NINE THOUSAND SIX HUNDRED SIXTY EIGHT and 09/100 DOLLARS (\$899,668.09). The Purchase Price, including the Earnest Money, will be paid to Seller in cash through escrow at closing.

4. Adjustment of Price on Basis of Survey and Land Use Approvals. The purchase price has been negotiated based on the parties' good-faith estimate that the Property comprises 85,500 square feet (or 1.9 acres). In the event the Survey (as defined in Section 5 below) shows that the Property contains more (or less) than the above square feet, the Purchase Price will be increased (or decreased) proportionately so that the final Purchase Price will be equal to the price per square foot multiplied by the actual number of square feet of the Property as determined by the Survey. The purchase price assumes that the Property may be used in a manner similar to the adjacent KXLY property (which is identified in the Development Agreement referenced in section 7.1.2, below).

5. Alta Survey. Prior to closing, Buyer may, at Buyer's cost, secure a Survey of the Property (the "**Survey**"). The Survey will be made by a registered public surveyor acceptable to the Parties and will be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Congress of Surveying and Mapping and the American Land Title Association (the "**Survey Standards**"). Without limitation to the foregoing, the survey will show the location of all easements with recording numbers, all encroachments, if any, the zoning of the property, and whether any part of the Property is in a designated flood plain.

6. Title to the Property.

6.1 Conveyance. At closing Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged statutory warranty deed (the "**Deed**"), free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6.2 below (the "**Permitted Exceptions**").

6.2 Preliminary Commitment. No later than fifteen (15) business days after the Effective Date of this Agreement, Buyer shall order a preliminary commitment for an owner's standard coverage policy of title insurance (or, at Buyer's election, an owner's extended coverage policy of title insurance) in the amount of the Purchase Price to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment"). Buyer shall advise Seller by written notice of the

exceptions to title, if any, that are disapproved by Buyer ("**Disapproved Exceptions**") within fifteen (15) business days of receipt of the Preliminary Commitment and legible copies of all exceptions to title shown in the Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer.

If Seller elects not to remove any nonmonetary Disapproved Exemptions, Buyer will have ten (10) days from Seller's notice to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller or (ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this Section 6.2, the escrow will be terminated, the Earnest Money shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

6.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy must be dated as of the Closing Date.

7. Conditions to Closing.

7.1 Buyer's Conditions Precedent to Closing. Closing of this Agreement is subject to the satisfaction or waiver by Buyer of the following conditions. If the following conditions are not satisfied or waived prior to Closing, in Buyer's sole discretion, Buyer reserves the right to terminate this Agreement by delivering written notice of termination to the City and the Title

Company, whereupon the Earnest Money shall be returned to KXLY, subject to the provisions of Section 2 above.

7.1.1 Title Policy. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy as described in Section 6.3;

7.1.2 Land Use Approvals. Applications submitted by KXLY for a Comprehensive Plan amendment, rezone of the Property and binding site plan shall have received final approval, authorizing use and development of the Property generally and substantially consistent with the approvals previously received by Buyer, as documented in the KXLY Development Agreement recorded under Spokane County Auditor's file no. 5865674 ("**Land Use Approvals**"); provided, SEPA and/or other mitigation conditions will be determined at the time of application pursuant to established City procedures. KXLY reserves the right to determine whether the mitigation is reasonable or consistent with the matters contained in the above development agreement; provided, this reservation shall be exercised in good faith. "Good faith" means that the City Land Use Approvals provide for the reasonable use and development of the Property in a manner similar to other adjacent KXLY properties without conditions that materially: (1) affects the amount of Property available for commercial development in Buyer's reasonable business judgment, or (2) increases the cost to develop streets, sidewalks, paths, landscaping and similar public improvements on the Property. "Final approval" means all administrative, quasi-judicial, and judicial appeals have been exhausted or waived with no further right to litigate the Land Use Approvals.

KXLY shall, at no cost or expense to the City, submit an application to the City for the Land Use Approvals no later than October 31, 2015, and shall diligently pursue approval of the same according to the procedures set forth in chapter 17G.020 of the Spokane Municipal Code. KXLY shall be solely responsible for: (a) submitting and assuming the cost of the Land Use Approvals, provided KXLY may, upon written notice to the City, terminate or withdraw the applications for Land Use Approvals subject to the good faith standard or if the approvals become economically unfeasible in KXLY's business judgment; (b) submitting an application for the Land Use Approvals during the 2016 Comprehensive Plan review period; and (c) satisfying any required mitigation and/or conditions of approval, and preparation of site plans and construction documents for any improvements on the Property, and shall be solely responsible for development of improvements on the Property. To commence the City land use review process, the City, as owner of the Property, shall sign such application documents as are reasonably necessary to commence the review process for the Land Use Approvals.

7.1.3 Condition of Property. There shall have been no material adverse change to the Property on the date of Closing.

7.1.4 Adjacent Park Property. KXLY shall have obtained from the City of Spokane Park Board a vehicle and pedestrian access and utility easement, in a form that is reasonably acceptable to KXLY, which provides the Property with vehicle and pedestrian access to the intersection of S. Regal Street and the Palouse Highway ("Park Easement"). KXLY shall diligently pursue Park Board approval of the Park Easement and shall use commercially reasonable efforts to obtain such approval at least 180 days before the Closing Date. If, following 180 days after the Effective Date of this Agreement, it reasonably appears to the City that KXLY has failed to diligently pursue Park Board approval of the Park Easement consistent with this deadline, the City may terminate this Agreement unless KXLY, within five (5) days of receiving the City notice of termination, KXLY waives the Park Easement closing condition.

7.1.5 No Litigation. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the Property to KXLY; or (2) the outcome of which would have a potential adverse effect on KXLY's ownership of the Property.

7.1.6 Representation. The representations and warranties in this Agreement are true and correct on the date of Closing.

The foregoing conditions contained in Section 7.1 are collectively referred to in this Agreement as "**Buyer's Contingencies.**" The parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies.

7.2 Satisfaction/waiver of Buyer's Contingencies. Buyer's contingencies are solely for the benefit of Buyer. The parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, the Earnest Money must immediately be returned to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

7.3 Seller's Contingencies/Conditions Precedent to Closing. Closing of this Agreement is subject to the satisfaction or waiver by Seller of the following conditions; provided, any waiver must be approved by the City Council. If the following conditions are not satisfied or waived prior to Closing, in Seller's reasonable discretion, Seller reserves the right to terminate this Agreement by delivering written notice of termination to the Buyer and the Title Company, whereupon the Earnest Money shall be returned to KXLY, subject to the provisions of Section 2 above.

7.3.1 SNC Appeal Settlement. Both Buyer and the Southgate Neighborhood Council shall have acknowledged and agreed to the implementation of the SNC Appeal Settlement, which consists of a memorandum to the Southgate Integrated Site Plan file, in substantial form and content as set forth in Exhibit B to this Agreement, and dismissal of the appeal.

7.3.2 Notification. Development of the City property is subject to neighborhood notification provisions adopted by the City Council in Ordinance C35299, and the notification of both Council Members representing District #2.

7.3.3 Zoning. The property must be zoned CC2-DC to match the adjoining property owned by Buyer.

7.3.4 Development Agreement. Buyer must agree that the Property will be subject to the KXLY Development Agreement recorded under Spokane County Auditor's file no. 5865674, except, with respect to the Property that is the subject of this Agreement, the amount of the impact fee in section 8 shall be deleted with traffic mitigation determined according to present City practices. The term of said Development Agreement shall be extended so that the new expiration date of the agreement shall be ten (10) years after the effective date of the Land Use Approvals referred to in this Agreement.

7.3.5 Integrated Site Plan. The Development Agreement shall bind this Property to its terms, including the Integrated Site Plan referenced in said development agreement, and development of the Property shall be consistent with the Integrated Site Plan.

7.3.6 Access Road / Park Easement. The access road referenced in 7.1.4 shall match the concept of a grid of streets as outlined in the Comprehensive Plan and in prior Design Review discussions regarding implementation of the Urban Form section of the Developer's Agreements. In this case, that would mean creating a 250'-300' setback between Regal Street and the Access Road.

7.3.7 Trail Development. The City will set aside \$300,000 of the property sale price to be used for trail development in the Southgate Neighborhood. All trail development to be in conformance with the Southgate Connectivity Plan.

7.3.8 Neighborhood Collaboration. Guaranteed substantive input/collaboration with KXLY/final developers on the site plan(s), infrastructure, amenities, public realm, architecture and any other items related to the ISP or Southgate Neighborhood Plans. The process, timing and effect of the input/collaboration shall be defined prior to closing of the City Property.

7.4 Satisfaction/waiver of Seller's Contingencies. Seller's contingencies are solely for the benefit of Seller. The parties shall diligently attempt to timely satisfy all of Seller's contingencies. If any of Seller's Contingencies are not timely satisfied, Seller will have the right at its sole election either to waive any of them in writing or to terminate this Agreement; provided any waiver of Seller's Contingencies must be approved by the City Council. If Seller elects to terminate this Agreement, the escrow will be terminated, the Earnest Money must immediately be returned to Buyer (Subject to Section 2), all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the costs of terminating the escrow.

8. Closing Date. This transaction will be closed in escrow by the Title Company acting as escrow agent ("**Escrow Agent**"). The closing will be held at the offices of the Title Company on or before 5:00 p.m. Pacific time, no later than sixty (60) days following final approval of the Land Use Approvals, or December 30, 2017, whichever is earlier (the "**Closing Date**"). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, forward the Earnest Money to the party entitled to receive it as provided in this Agreement, and return all documents to the party that deposited them.

9. Closing.

9.1 Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

9.1.1 the duly executed and acknowledged Deed;

9.1.2 a duly executed and acknowledged Real Estate Tax Affidavit;
and

9.1.3 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered.

9.2 Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

9.2.1 cash in an amount sufficient to pay the Purchase Price and Buyer's share of closing costs;

9.2.2 a duly executed and completed Real Estate Excise Tax Affidavit; and

9.2.3 any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction.

9.3 Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

9.4 Closing Costs.

9.4.1 Seller's Costs. Seller shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price and one-half of Title Company's escrow fee. It is understood between the parties that pursuant to WAC 458-61-420(c) this sale will be exempt from the Washington State real estate excise tax, and Buyer agrees to cooperate with Seller in executing such documents as are required to qualify Seller for such exemption.

9.4.2 Buyer's Costs. Buyer shall pay the additional premium, if any, attributable to the extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer, the cost of recording the Deed and one-half of Title Company's escrow fee.

9.5 Foreign Investment in Real Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "**Regulations**").

10. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date (with Buyer either responsible for or entitled to a credit for, as the case may be, the actual Closing Date).

10.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

10.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.

11. Representations and Warranties.

11.1 Seller's Representations and Warranties. Except as specifically provided in this Agreement, Seller makes no warranty or representation, express or implied, with respect to the condition of the Property or its suitability for any particular purpose.

11.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that Buyer is a Washington Corporation, duly organized and validly existing under the laws of the state of Washington; this Agreement and all documents executed by Buyer that are to be delivered to Seller at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to which Buyer is subject.

12. Hazardous Materials. The City makes no representation regarding any Hazardous Materials Condition, as defined below, affecting the Property. The City will, within 90 days of the Effective Date of this Agreement, secure a Phase 1 Environmental Assessment for the Property and will provide Buyer with a copy of the same. Following Buyer's receipt of a copy of the Phase 1, Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use or does not meet Buyer's intended investment objectives. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller no later than thirty (30) days following Buyer's receipt of a copy of the Phase 1. If Buyer terminates this Agreement pursuant to this Section 12, the Earnest Money will be returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement. If Buyer does not elect to terminate this Agreement following Buyer's receipt of the Phase 1, and if the Parties thereafter proceed to closing, Buyer shall be deemed to have taken the Property "AS IS" and solely in reliance on Buyer's own investigation and Buyer acknowledges that no warranties or representations of any kind whatsoever, express or implied, have been made by the City, its agents and employees. For the purposes of this paragraph, "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". A "Hazardous Materials Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of Hazardous Materials that would require remediation and/or removal under applicable Federal, State or local law.

13. Eminent Domain. If all or any part of the Property is taken by condemnation or eminent domain and the value of the portion of the Property

so taken exceeds One Hundred Thousand Dollar (\$100,000.00), Buyer may, upon written notice to Seller, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to Buyer, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the Property has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, Seller's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof shall accrue to Buyer.

14. Possession. Seller shall deliver possession of the Property to Buyer at Closing.

15. Events of Default and Termination.

15.1 By Seller. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer terminates this Agreement, the escrow will be terminated, the entire Deposit must immediately be returned to Buyer, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

15.2 By Buyer. IN THE EVENT BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE EARNEST MONEY DEPOSIT MADE BY BUYER WILL BE FORFEITED TO SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER FOR SUCH FAILURE.

Seller's Initials

Buyer's Initials

15.3 Termination by Buyer. Buyer may in its sole discretion prior to December 31, 2016 terminate this Agreement by providing written notice to Seller; provided Buyer may not exercise its right to terminate this Agreement if the City Council has approved the Land Use Approvals in a manner consistent with the standards set forth in section 7.1.2, above.

16. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given

by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller: City of Spokane
Attn: Asset Management
808 W Spokane Falls Blvd
Spokane, WA 99201

With a copy to: Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

Buyer: Tim Anderson
QueenB Radio, Inc.
500 W. Boone Ave.
Spokane, WA 99201-2491

With a copy to: Stanley M. Schwartz
Witherspoon Kelley
422 W. Riverside Ave., Ste. 1100
Spokane, WA 99201

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

17. Brokers, Finders and Commissions. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement, except that Tom Quigley and Carl Guenzel of Kiemle & Hagood Company have represented Buyer. Upon closing Seller shall pay to Kiemle & Hagood Company a fee equal to three percent (3%) of the gross sales price. If any other broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and

against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

18. **AGENCY DISCLOSURE.** At the signing of this Agreement,

Selling Broker Tom Quigley and Carl Guenzel of Kiemle & Hagood Company represented QueenB Radio, Inc and the Listing Broker N/A represented N/A. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

18. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

19. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

21. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.

22. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed

at closing. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.

23. Time of the Essence. Time is of the essence of this Agreement.

24. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

25. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

26. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

27. Governmental Approval. Buyer acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor following approval by the Spokane City Council in open public meeting.

28. Exhibit. The following exhibit is attached to and made a part of this Agreement by this reference.

EXHIBIT A – Legal Description of the Property
EXHIBIT A-1– Form of Promissory Note

29. Assignment. KXLY may assign this Agreement/ to any person, firm, partnership or corporation: (a) controlling, controlled by, or under common control with KXLY; (b) that is the successor in interest to KXLY; or (c) pursuant an agreement with a third party to purchase all or part of the Additional KXLY Property. The assignee shall be bound by and perform all the terms, conditions and covenants contained herein by expressly agreeing to assume the obligations of KXLY hereunder.

In witness whereof, the Buyer and Seller have signed this Agreement effective as of the date first hereinabove written.

CITY OF SPOKANE

By: David M. Condon
Mayor/City Administrator

Attest:

Terri L. Pfister
City Clerk

Approved as to form:

James
Assistant City Attorney

QUEENB RADIO, INC.

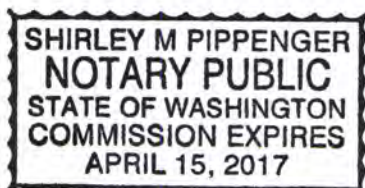
By: _____
Its: _____



STATE OF WASHINGTON :
:ss.
County of Spokane :

On this 4th day of December, 2015, before me personally appeared David M. Condon, and Terri L. Pfister, to me known to be the Mayor/City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Shirley M. Pippenger
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires 04/15/2017

CITY OF SPOKANE

By: *Daniel A. Cullen*
Mayor/City Administrator

Attest:

Approved as to form:

Len Hight
City Clerk

Janet
Assistant City Attorney

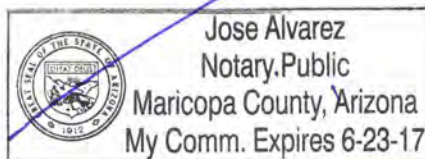
QUEENB RADIO, INC.

By: *Elizabeth M. Burns*
Its: *President*

~~STATE OF WASHINGTON :
County of ~~Spokane~~ ^{Illinois} ~~Maricopa~~ : ss.~~

On this 12th day of November, 2015 before me personally appeared Elizabeth M. Burns, and _____, to me known to be the Mayor/City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

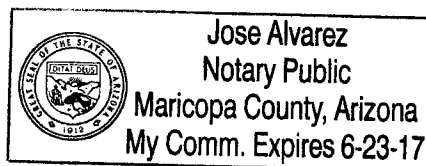


Jose Alvarez
Notary Public in and for the State of ~~Washington~~ ^{Arizona}, residing at ~~Spokane~~ ^{Maricopa}
My Appointment expires 6/23/2017

~~Arizona~~
 STATE OF ~~WASHINGTON~~ :
~~Maricopa~~ :ss.
 County of ~~Spokane~~ :

On this 12th day of November, 2015, before me personally appeared Elizabeth Burns, to me known to be the President of QueenB Radio, Inc, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
 Notary Public in and for the State
 of ~~Washington~~ Arizona, residing at ~~Spokane~~ Maricopa
 My Appointment expires 6/23/2017

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE WEST 570 FEET OF THE EAST 600 FEET OF THE SOUTH 150 FEET OF
GOVERNMENT LOT 8, IN SECTION 4, TOWNSHIP 24 NORTH, RANGE 43
EAST, W.M.;

EXCEPT REGAL STREET;

AND EXCEPT THAT PORTION DEEDED TO THE CITY OF SPOKANE IN DEED
RECORDED JUNE 21, 2004, RECORDING NO. 5087368;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF
WASHINGTON.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS,
IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD,
INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

EXHIBIT A-1

FORM OF PROMISSORY NOTE

Earnest Money Promissory Note

PROMISSORY NOTE

Spokane County, Washington
_____, 2015

FOR VALUE RECEIVED, QUEENB RADIO, INC., a Washington Corporation ("Payor") promises to pay to the order of CITY OF SPOKANE, a Washington First Class Charter City ("Payee") the sum of EIGHTY NINE THOUSAND NINE HUNDRED SIXTY SIX and 80/100 DOLLARS (\$89,966.80).

This Promissory Note is submitted as Earnest Money for the Real Estate Purchase and Sale Agreement between the Payee and the Payor dated _____ (the "Agreement").

The City shall hold this Promissory Note in escrow pursuant to the terms of the Agreement. Pursuant to section 2 of the Agreement, if the Agreement has not been terminated prior to December 31, 2016, this Promissory Note shall

become due and payable on December 31, 2016, and shall be deemed a non-refundable fee that the City may treat as its own; provided, at Closing this Promissory note shall be applied to the Purchase Price on the date of closing of the sale of property from Payee to Payor.

Subject to limitations in Section 15.2 of the Agreement, Payor may, at any time, prior to December 31, 2016 deliver to the City written notice cancelling or terminating the Agreement, whereupon this Promissory Note shall be returned to Payor without further obligation, penalty or payment to Payee.

Undefined capitalized terms in the Promissory Note shall have the meaning set forth in the Agreement.

QueenB Radio, Inc.

By: _____
Its: _____

[End of Promissory Note]

EXHIBIT B

ISP IMPLEMENTATION MEMORANDUM

Date: _____, 2015

To: Southgate Integrated Site Plan file

From: City of Spokane, Planning and Development Services

Regarding: Spokane Planning & Development interpretations for the Integrated Site Plan

Copy: G. Bernardo, BWA; T. Teske, Southgate Neighborhood Council

This memorandum to the file is intended, in part, to resolve a pending appeal filed by the Southgate Neighborhood Council (SNC) on or about April 14, 2014 and pending before the City of Spokane Hearing Examiner as the Regal Plaza Appeal, Hearing Examiner File #P1304658-AP (the "Appeal").

This memorandum to the file will guide evaluation of subsequent site plans and development projects for the area defined by the **Southgate Integrated Site Plan (ISP)**, for the duration of the Development Agreements that required the ISP (Ordinance Nos. C-34467, C-34468, and C-34469). This memorandum is not intended to amend or modify the terms of applicable development agreements approved by the City pursuant to chapter 36.70B RCW, and nor is it intended to provide a basis for exceeding the permissible scope of project review as set forth in chapter 36.70B RCW and other state and local regulations.

General procedures for project review throughout PDS Prior to Permit Issuance

We will notify and consult with the SNC on all development proposals and applications that involve new construction, including building permits, requests for variances, and other administrative determinations within the area defined by the **ISP** at the earliest possible date and prior to any decisions. All documents relevant to these matters will be promptly available to the public per applicable requirements of Washington's Public Records Act and notice provisions of the Spokane Municipal Code. The City will facilitate discussions between the applicants and SNC over use of retail tenant branding as justification for deviation from common design. Subject to chapter 36.70B RCW, SNC will have a reasonable time for evaluation and may make comments to the identified project manager or the director of Spokane Planning & Development.

No approvals in the development of the Target site shall serve as precedents for any future development within the area defined by the ISP.

Urban District

Spokane PDS will evaluate each development proposal and building permit as to its success in representing urban form as well as accommodation for future urban development intensity. This will include urban design that promotes pedestrian and vehicular circulation, without conflict, via a system of streets and pathways, identified ISP elements, applicable Center and Corridor Design Guidelines, the Spokane Municipal Code, and applicable provisions of the Comprehensive Plan in cases where approval criteria for the development proposal and/or building permit include consistency with the Comprehensive Plan. Whenever possible, driveways shall be aligned across Regal and Palouse to allow driveways to transition to future urban-style intersections and shall be located appropriately to provide urban-scale blocks.

Spokane PDS will recommend that the City Council memorialize these principles in The Comprehensive Plan as it considers the Southgate Neighborhood.

Public Plaza, Public Realm, and Streets

Spokane PDS will encourage and evaluate whether additional public plazas are consistent with the ISP, and those concepts from the neighborhood connectivity plan that were incorporated into the ISP, and The Comprehensive Plan.

Spokane PDS will require that all development and city-implemented improvements within the area defined by the ISP incorporate traffic calming measures, such as treed medians, as are set forth in the ISP, and relevant provisions of Center and Corridor Design Guidelines, the Spokane Municipal Code, and applicable provisions of the Comprehensive Plan in cases where approval criteria for the development proposal and/or building permit include consistency with the Comprehensive Plan. Spokane PDS will enforce the pedestrian lighting requirements of SMC 17C.122.060 (Attachment A at 6).

All development will be reviewed for consistency with the requirement that it will facilitate integration of the area defined by the ISP into an urban district with a unified character. The ISP “kit-of-parts” for streetscape furniture, fixtures, and equipment is shown in the May ISP final document. Any proposed deviation from these standards must demonstrate conformance to the design theme as a whole and consistency of urban design character.

The ISP and applicable Development Agreements call for urban form for development. With the exception of the square footage requirements of the large format stores allowed by the Development Agreements, Spokane PDS will evaluate all site plans and new construction to ensure conformance with urban design and development principles for public spaces – sidewalks, building access, transit, “build-to” lines for construction, and urban streetscape amenities.

Spokane PDS will also evaluate future uses (redevelopment) for conformance to an urban design system. Spokane PDS will evaluate all development and traffic impacts to determine where on-street parking can be accommodated.

The City agrees to develop planted medians along Regal Street and Palouse Highway as outlined in the Integrated Site Plan, including elements that originated in the Southgate Connectivity Plan, and to create frictional traffic calming, as funding for such improvements becomes available to the City.

Subject to such approvals as may be required by the Spokane City Council, the City will lower speed limits on streets in the Southgate District Center to 30 MPH. The City also agrees to conduct engineering and traffic studies on a periodic basis to determine whether further reductions in the speed limit or other measures are necessary to create the pedestrian emphasized character called for by the Center and Corridor zoning. If determined to be necessary, the City agrees to take steps to reduce the speed and/or develop other measures in an expeditious manner.

Dismissal of the Appeal

The City and SNC shall jointly file a stipulated motion for dismissal with the City of Spokane Hearing Examiner for dismissal of the Appeal, with prejudice and without costs to either party. The appeal fee submitted by SNC will be refunded to SNC within 30 days of the execution of this appeal settlement.

Louis Meuler, Acting Director
Planning and Development

ACKNOWLEDGED AND AGREED

Southgate Neighborhood Council

By: _____
Its: _____

ACKNOWLEDGED AND AGREED PER TERMS OF PURCHASE AND SALE
AGREEMENT

By: _____
Its: _____
Date: _____

Earnest Money Promissory Note**PROMISSORY NOTE**

Spokane County, Washington
November 12, 2015

FOR VALUE RECEIVED, QUEENB RADIO, INC., a Washington Corporation ("Payor") promises to pay to the order of CITY OF SPOKANE, a Washington First Class Charter City ("Payee") the sum of EIGHTY NINE THOUSAND NINE HUNDRED SIXTY SIX and 80/100 DOLLARS (\$89,966.80).

This Promissory Note is submitted as Earnest Money for the Real Estate Purchase and Sale Agreement between the Payee and the Payor dated _____ (the "Agreement").

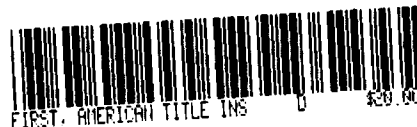
The City shall hold this Promissory Note in escrow pursuant to the terms of the Agreement. Pursuant to section 2 of the Agreement, if the Agreement has not been terminated prior to December 31, 2016, this Promissory Note shall become due and payable on December 31, 2016, and shall be deemed a non-refundable fee that the City may treat as its own; provided, at Closing this Promissory note shall be applied to the Purchase Price on the date of closing of the sale of property from Payee to Payor.

Subject to limitations in Section 15.2 of the Agreement, Payor may, at any time, prior to December 31, 2016 deliver to the City written notice cancelling or terminating the Agreement, whereupon this Promissory Note shall be returned to Payor without further obligation, penalty or payment to Payee.

Undefined capitalized terms in the Promissory Note shall have the meaning set forth in the Agreement.

QueenB Radio, Inc.

By: Elizabeth M. Burns
Its: President



5087368
Page: 1 of 2
06/21/2004 11:23A
Spokane Co., WA

AFTER RECORDING RETURN TO:

City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

12

274653-MSA

DEDICATION DEED

THE GRANTOR, SPOKANE SCHOOL DISTRICT NO. 81, a municipal corporation of Spokane County, Washington, also know as SPOKANE PUBLIC SCHOOLS, for good and valuable consideration in hand paid, dedicates to the CITY OF SPOKANE, a municipal corporation of the State of Washington, for public street purposes and all uses incidental thereto, the real property described as follows:

ptn. 31041.0038

The East 16.96 feet of the West 570.00 feet of the East 600.00 feet of the South 150 feet of Government Lot 8 in Section 4, Township 24 North, Range 43 East, Willamette Meridian, Spokane County Washington, and containing 2,543 sq. ft. of land, more or less.

SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed by affixing its signature hereunto this 21 day of April, 2004.

GRANTOR

By: Its: Associate Superintendent-1-
2

6/21/2004 CRG

\$2.00 200410734



5087368

Page: 2 of 2
06/21/2004 11:23A
Spokane Co, WA

STATE OF WASHINGTON :
County of Spokane : ss.

On this 21st day of April, 2004, before me, personally appeared Mark E. Anderson, to me known to be the Associate Superintendent of SCHOOL DISTRICT 81, also known as SPOKANE PUBLIC SCHOOLS that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the school district for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Teri L. Wilson

Notary Public in and for the State of
Washington,
residing at Spokane
My commission expires: 8-1-2006

12/18/2013 02:42:26 PM

6272513

Recording Fee \$73.00 Page 1 of 2
Warranty Deed FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington

AFTER RECORDING MAIL TO:

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Recorders use only

STATUTORY WARRANTY DEEDFile No: **4251-2139983 (Dm)**Date: **December 11, 2013**Grantor(s): **Spokane School District No. 81**Grantee(s): **City of Spokane**Abbreviated Legal: **PTN GL 8 SEC 4 TWP 24N RGE 43E, SPOKANE COUNTY**

Additional Legal on page:

Assessor's Tax Parcel No(s): **34041.0038**

THE GRANTOR(S) Spokane School District No. 81, a Washington state municipal corporation for and in consideration of Government Transfer, in hand paid, conveys, and warrants to City of Spokane, a Washington state municipal corporation, the following described real estate, situated in the County of Spokane, State of Washington.

THE WEST 570 FEET OF THE EAST 600 FEET OF THE SOUTH 150 FEET OF GOVERNMENT LOT 8, IN SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M.;

EXCEPT REGAL STREET;

AND EXCEPT THAT PORTION DEEDED TO THE CITY OF SPOKANE IN DEED RECORDED JUNE 21, 2004, RECORDING NO. 5087368;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

12/18/2013 201316410
CLR \$10.00

6272513 Page 2 of 2 12/18/2013 02:42:26 PM

APN: 34041.0038

Statutory Warranty Deed
- continued

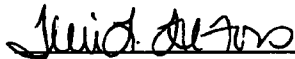
File No.: 4251-2139983 (Dm)

Spokane School District No. 81

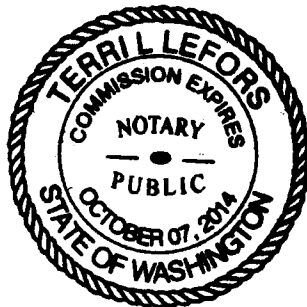

By: Dr. Mark Anderson, Associate
Superintendent, Assistant Secretary

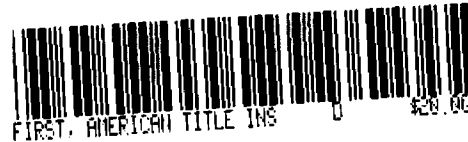
STATE OF Washington)
)-ss
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that **Dr. Mark Anderson**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Associate Superintendent, Assistant Secretary of Spokane School District No. 81** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: December 12, 2013

Notary Public in and for the State of Washington
Residing at: Spokane
My appointment expires: 10/7/14





5087368
 Page: 1 of 2
 06/21/2004 11:23A
 Spokane Co, WA

AFTER RECORDING RETURN TO:

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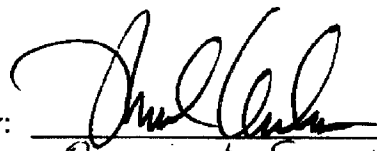
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GRANTOR

By: 
 Its: Associate Superintendent

-1-
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Spokane Co. WA

STATE OF WASHINGTON :
: ss.

County of Spokane :

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Teri L. Wilson

Notary Public in and for the State of
Washington,
residing at Spokane
My commission expires: 8-1-2006

Earnest Money Promissory Note

PROMISSORY NOTE

Spokane County, Washington
_____, 2015

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Undefined capitalized terms in the Promissory Note shall have the meaning set forth in the Agreement.

QueenB Radio, Inc.

By: _____

Its: _____

[End of Promissory Note]

DEVELOPMENT AGREEMENT CITY OF SPOKANE TO KXLY

This Development Agreement (this “**Agreement**”) is entered into by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the “**City**”) and SPOKANE RADIO INC., a subsidiary of Spokane Television Inc., a Washington corporation, as “**KXLY**” (collectively “**Owners**”), jointly referred to collectively as “**Parties**.”

RECITALS

A. The City owns certain real property which is located adjacent to the Palouse Highway and east of Regal Street in the Southgate Neighborhood of the City of Spokane, Washington, which is more fully described in **Exhibit “A”**, attached hereto and incorporated by reference herein (hereafter the “**Property**”).

B. The Owners pursuant to a Purchase and Sale Agreement (the “**Purchase and Sale Agreement**”), filed an application with the City of Spokane to change the Comprehensive Plan land use map designations for the Property from “Residential 4-10” to “CC Core (District Center)” (hereinafter “**District Center**”) and the zoning map’s corresponding designation from “RSF” to “CC2-DC,” as set forth in City Planning Department File No. Z1599985COMP (“**KXLY Amendment**”).

C. On [], following recommendation from the Plan Commission, the City Council conducted a public hearing on the KXLY Amendment.

D. On [], the City Council approved Ordinance C [] (KXLY Amendment), to become effective upon the execution of a Development Agreement that includes certain design and development principles that were in large part agreed to between the Owners and the representatives of the Southgate Neighborhood Council at various meetings and workshops to address their concerns about the nature of development otherwise allowed in the CC2-DC zone,

E. The City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1), which provides:

(1) A local government may enter into a development agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW.

Further, the legislative findings supporting the enactment of this section state:

The legislature finds that the lack of certainty in the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements.

F. It is the intent of the City and Owners that this Development Agreement comply with the provisions of RCW 36.70B.170(3) and (4); and,

G. The City has promulgated regulations for Development Agreements in Spokane Municipal Code (SMC) Chapter 17A.060 and this Agreement is prepared in accordance with those provisions; and,

H. The City and the Owners desire to enter into this Development Agreement to formally incorporate the conditions enunciated in Ordinance C[] as development standards applicable to the Property.

I. This Agreement will provide increased predictability to the Owners, the Southgate Neighborhood Council, and the City for the future development of the Property.

NOW, THEREFORE, based on the foregoing Recitals, the parties agree as follows:

AGREEMENT

- 1. Development Agreement:** This Agreement is a Development Agreement to be implemented in accordance with SMC 17A.060.010 and RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owners, their successors and assigns, and the City upon the effective date of the City's approval by ordinance following a public hearing as provided for in SMC 17A.060.050 and RCW 36.70B.170.
- 2. Effective Date and Duration of Agreement:** This Agreement shall take effect immediately upon the effective date of the ordinance approving it and execution by all parties, provided

that any time periods specified in this Agreement shall be tolled pending final resolution of any appeal of any city, state or federal land use decisions necessary to commence or complete development on the Property consistent with this Agreement (“**Effective Date**”). Unless terminated earlier as provided herein, this Agreement shall expire ten (10) years after its Effective Date (hereinafter, “**Term**”).

3. Zoning Designation and Development Standards:

3.1 Pursuant to City Ordinance C[], upon the Effective Date this Agreement shall put into effect the City of Spokane Comprehensive Plan land use map designation of “CC Core (District Center)” and the zoning map’s corresponding designation of “CC2-DC” to the Property (“**Land Use Approval**”).

3.2 Pursuant to RCW 36.70B.180, the development standards set forth in this Agreement shall govern during the Term of this Agreement. Any permit or approval issued by the City after execution of this Agreement must be consistent with the terms of this Agreement.

3.3 For the purposes of this Agreement, “**General Development Standards**” shall mean the ordinances of the City of Spokane that are applicable to the KXLY Property as described in the "KXLY Development Agreement" filed under City Clerk's File No. OPR 2009-0657 (“**KXLY Development Agreement**”) within the “CC2-DC” zone which include, but are not limited to, the permitted uses of land, the density, design and intensity of use, and the division of property.

3.4 In consideration of Owners’ commitment to develop the Property as limited by this Agreement, and the desire by the City and the Owners for predictable development standards, except as specifically provided and limited herein, the Owners shall have a vested right, during the Term of this Agreement, to develop, construct and repair the Property in accordance with the General Development Standards, as defined herein; provided such General Development Standards do not conflict with the matters set forth in Section 3.4 through 3.5 and sections 5, 6 and 7 of this Agreement. Following the expiration or lawful termination of this Agreement, all land use applications affecting the Property shall be governed by the land use designations and regulations in effect for the Property at the time such application are filed with the City. Except as may be specifically set forth herein, nothing in this Agreement shall be construed as a waiver of any conditions of development approval.

3.5 Pursuant to RCW 36.70B.170, the City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

3.6 Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property:

3.6.1 Regulations, which are strictly procedural and not substantive, relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

3.6.2 Regulations, other than land use and zoning standards addressed in Paragraph 3.3 above, governing construction standards and specifications, in effect at the time of permit submittal typically enforced, administered and interpreted by the City of Spokane.

3.6.3 Regulations which the City, and Owners mutually agree, by written consent, can be applied to development of the Property.

4. Integrated Site Plan: An integrated site plan, containing the elements in this subsection, has been completed pursuant to the KXLY Development Agreement. The following elements contained within the Integrated Site Plan shall apply to the Property.

4.1 Pedestrian Connections: The Property shall contain dedicated pedestrian and bicycle connections ("path") which are designed to allow pedestrians and bicycles to access and move around and through the Integrated Properties with connection to the surrounding neighborhood. When feasible, such path shall connect to existing publicly accessible trails, sidewalks or other pathways that are adjacent and contiguous to the Integrated Properties.

4.2 Tree Preservation: Any plan for development of the Property shall provide for the preservation of trees, by leaving in place, a minimum of 10% of all Ponderosa Pine trees.

4.3 Design Theme: The Integrated Properties shall be developed with a consistent design theme utilizing, for example, similar or complementary construction materials, architectural characteristics, streetscapes, open spaces, fixtures, and landscaping. All buildings shall provide architectural treatment of interest on those façades visible from the street, such as color, texture, glazing, material differentiation or any other mechanism designed to lessen the impact of building mass when viewed from the street.

4.4 Community Plaza: A community plaza shall be designated that serves as a central gathering place on one of the Integrated Properties and, if not located on the Property, Owners shall provide satisfactory evidence of the Owners' contractual and financial commitment to participate in the development of the community plaza.

4.5 Viewscape: The Owners shall determine and map view corridors that allows persons on the property from common or public areas to view Mt. Spokane and Browne's Mountain. Owners shall consult with the City's Planning Service staff and designated representative of the Southgate Neighborhood Council in scoping and determining view corridors. The identified views corridors shall be protected by site and architectural design strategies, if necessary, such as, co-location of important view corridors with public spaces between buildings and with public gathering space(s). In the event of a conflict between this element and elements 4.2, 4.4, 4.6, 6.2 or 6.3, this provision shall yield to those element(s).

4.6 Long-Term Development of Urban District. The intent of the parties is to design and develop urban features that will facilitate integration of the Property (and surrounding area) into an urban district with a unified character that promotes pedestrian and vehicular circulation, without conflict, encourages opportunities for mixed use development and enhances the natural and built aesthetics in the area. In order to enhance connectivity and facilitate future urban development, driveways though the property shall be designed where ever possible, to facilitate connections to the properties identified in Recital D, above. Curbing shall be used to define the parking lot area, such as perimeter curbing and main drive aisles. Driveway entrance(s) and interior landscaping features will also be curbed.

4.7 ISP Implementation Memorandum. Owner acknowledges and understands that the certain ISP Implementation Memorandum, attached to Purchase and Sale Agreement as Exhibit B, will guide the City's evaluation of site plans and development projects for the Property.

6. Building Permit Review: All buildings proposed for development on the Property shall be subject to the City of Spokane Design Review process and shall comply with the following elements:

6.1 Urban Design. The building and improvements shall be consistent with the Integrated Site Plan.

6.2 Building Treatment: The preferred, but not required, configuration of any retail building is multi-story. All buildings shall provide architectural treatment of interest on those façades visible from the street, such as color, texture, glazing, material differentiation or any other mechanism designed to lessen the impact of building mass when viewed from the street.

6.3 Design Standards: Any plan for development of the Property shall comply with the design standards (but not including any square footage limitations) applicable to properties in the City's CC1 zone in effect on the date of this Agreement.

7. Transportation Impacts: The Owner shall mitigate off site transportation impacts pursuant to SEPA and applicable City ordinances.

8. Miscellaneous:

8.1 Effect of Delay. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process by reason of fire, floods, earthquake,

or other casualties or any other cause beyond the reasonable control of the delaying party. Further, if any City approvals required hereunder shall be unreasonably delayed beyond the normal time period through no fault of Owners or their assigns, the term of this Agreement shall be extended by a period equal to the time of the delay.

8.2 Non-Waiver. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

8.3 Covenants Run with the Land. During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

8.4 Relationship of Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Owners are an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Owner joint venturers or partners. Owners shall defend, indemnify and hold City and its officers and employees harmless from and shall process and defend at its own expense all claims, demand or lawsuits for damages arising in whole or in part from the Land Use Approval and this Agreement.

8.5 Amendments. This Agreement may only be amended in writing signed by the City and the Owners, after opportunity for public review and comment and approval by the City Council.

8.6 Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane County Auditor.

8.7 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are

not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the parties have been materially altered or abridged.

8.8 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. If any portion of the Spokane Municipal Code is deemed to be inconsistent with any provisions of this Agreement, the provisions of this Agreement shall prevail.

8.9 Assignment.

8.9.1 The parties acknowledge that development of the Property may involve sale, conveyance, or assignment of all or portions of the Property to third parties, who will own, develop and/or occupy portions of the Property and buildings thereon. Subject to Paragraph 8.3 above, Owners shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights, or obligations under this Agreement or in the Property to other parties acquiring an interest or estate in all or any portion of the Property, including a transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

8.9.2 In any such transfer or assignment, the transferee or assignee shall agree in writing to assume the obligations herein pertaining to the Property transferred or assigned, and shall thereafter be entitled to all interests and rights and be subject to all obligations under this Agreement, and Owners who have so transferred or assigned its rights, shall be thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that such Owners shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Property still owned by such Owners; and, provided further, nothing in this Paragraph 8.9.2 shall be construed as limiting the effect of Paragraph 8.3 of this Agreement in the event of such transfer or assignment.

8.10 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement, except as otherwise contemplated under RCW 36.70B.170 through .200.

8.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

8.12 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

8.13 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, or approval of the Development, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Owner shall comply with all state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City.

8.14 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

8.15 Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding or annulling the Land Use Approval or the ordinance approving this Agreement. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

8.16 Non-Enforcement not Waiver. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

CITY OF SPOKANE, WASHINGTON

By (person signing) _____
Title _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

OWNERS

SPOKANE RADIO, INC.

KXLY

By: _____
Its: _____

By: _____
Its: _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE)

On this ____ day of _____, 2016, before me, a Notary Public in and for said State, personally appeared _____, _____ of the City of Spokane, Washington, personally known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same freely and voluntarily in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DATED this ____ day of _____, 2016.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, Residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE)

On this ____ day of _____, 2016, before me, a Notary Public in and for said State, personally appeared _____, _____ of SPOKANE RADIO, INC., personally known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same freely and voluntarily in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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DATED this ____ day of _____, 2016.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, Residing at: _____
My commission expires: _____

EXHIBIT A

Legal Description of Property

DRAFT

EXHIBIT B

Design Standards,
"Initial Design Standards and Guidelines for Centers and Corridors"

DRAFT

01/07/2010 02:56:04 PM
Recording Fee \$79.00 Page 1 of 18
Agreement WITHERSPOON
Spokane County Washington



RETURN ADDRESS

Stanley Schwartz, Witherspoon Kelley

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Spokane, WA 99201

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Development Agreement KXLY

Reference Number(s) of Related Documents:

N/A

Grantor(s): (Last Name, First & Middle Initial)

City of Spokane

Grantee(s): (Last Name, First & Middle Initial)

Spokane Radio, Inc. as KXLY

Legal Description (abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

04-24-43 PARCEL 'A' OF ROS #5474323

Assessor's Tax Parcel ID Number: 34041.9077

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Signature of Requesting Party

OPR 2009-0657
cr: ORD C-34469
* C-34257

DEVELOPMENT AGREEMENT KXLY

This Development Agreement (this "Agreement") is entered into by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City") and SPOKANE RADIO INC., a subsidiary of Spokane Television Inc., a Washington corporation, as "KXLY" (collectively "Owners"), as may be referred to collectively as "Parties."

RECITALS

A. **WHEREAS**, Owners own that certain real property which is located south of the Palouse Highway and east of Regal Street in the Southgate neighborhood of the City of Spokane, Washington, which is more fully described in Exhibit "A", attached hereto and incorporated by reference herein (hereafter the "Property"); and,

B. **WHEREAS**, the Owners, filed an application with the City of Spokane to change the Comprehensive Plan land use map designations for the Property from "Residential 4-10" to "CC Core (District Center)" (hereinafter "District Center") and the zoning map's corresponding designation from "RSF" to "CC2-DC," City Planning Department File No. Z2005-114-LU (collectively, "the KXLY Amendment"); and,

C. **WHEREAS**, on June 9, 2008, the City Council conducted a public hearing on the Black Amendment and others concurrently, including amendment applications pertaining to two large tracts of land in the immediate vicinity of the Property; and,

D. **WHEREAS**, on June 30, 2008, the City Council approved Ordinance C34256 (the Black Amendment), Ordinance C34261 (Richey Amendment) and Ordinance C34257 (KXLY Amendment), each of which were to become effective upon the execution of a Development Agreement that includes certain design and development principles that were in large part agreed to between the Owners and the representatives of the Southgate Neighborhood Council at various meetings and workshops to address their concerns about the nature of development otherwise allowed in the CC2-DC zone; and,

E. **WHEREAS**, following submittal of the KXLY Amendment application, the City Transportation Department, in connection with its review of the Project pursuant to SEPA and the GMA's concurrency and capital facilities planning requirements, requested the Owner to prepare and submit a Corridor Capacity Impact Analysis which would identify off-site transportation impacts together with suitable mitigation for any such impacts; and,

F. **WHEREAS**, based upon the findings of the Corridor Capacity Impact Analysis submitted to and reviewed by the City Transportation Department in 2007 with a final study dated April 24, 2008, the City determined that the City's capital facilities plan includes adequate planned transportation capacity to accommodate the transportation impacts of the Project and the City and Owner agreed that the Owner would pay one thousand and fifty-seven dollars and ninety five cents (\$1057.95) per net new PM peak hour trip towards such projects, which, more

specifically, represents \$946.95 per PM peak hour trip toward transportation projects identified in the City's Six-Year Comprehensive Street Program (funded or unfunded) and located within the South¹ Service Area (as identified in preliminary service area maps relating to the City's contemplation of implementing transportation impact fees as authorized pursuant to RCW 82.02.050 through .090) and \$111.00 per PM peak trip toward appropriate traffic mitigation projects, which could include the Ray Street cross-over; and,

G. **WHEREAS**, the City issued a Mitigated Determination of Nonsignificance (MDNS) on August 16, 2007, which requires the Owner to pay one thousand and fifty-seven dollars and ninety five cents (\$1057.95) per net new PM peak hour trip ("SEPA Impact Fee"); and,

H. **WHEREAS**, the City has adopted a Growth Management Act Impact Fee ordinance ("GMA Impact Fees"), which is contemplated to go into effect some time after October of 2009; and,

I. **WHEREAS**, the parties acknowledge that RCW 82.02.100 expressly provides that a person required to pay a fee pursuant to SEPA for system improvements shall not be required to pay an impact fee under RCW 82.02.050 through 82.02.090 for those same improvements, but does not foreclose payment of impact fees collected to address other impacts; and,

J. **WHEREAS**, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1), which provides:

(1) A local government may enter into a development agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW.

Further, the legislative findings supporting the enactment of this section state:

The legislature finds that the lack of certainty in the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and

¹ The draft GMA Impact Fee Ordinance, at the time the SEPA Impact Fee was imposed in August of 2007, designated a Southeast Area and a Southwest Area, which was subsequently combined into the South Area.

regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements.

K. **WHEREAS**, it is the intent of the City and Owners that this Development Agreement comply with the provisions of RCW 36.70B.170(3) and (4); and,

L. **WHEREAS**, the City has promulgated regulations for Development Agreements in Spokane Municipal Code (SMC) 11.19.870 and this Agreement is prepared in accordance with those provisions; and,

M. **WHEREAS**, the City and the Owners desire to enter into this Development Agreement to formally incorporate the conditions enunciated in Ordinance C34256 as development standards applicable to the Property; and

N. **WHEREAS**, the City, Owners and the Southgate Neighborhood Council, through its governing body, have negotiated and reached agreement on the terms of this Agreement which will resolve issues, claims and appeals in the pending appeal filed before the Eastern Washington Growth Management Hearings Board, under GMHB Case No. 08-1-0014; and,

O. **WHEREAS**, the City, Owners, Southgate Neighborhood Council and the other named Petitioners in GMHB Case No. 08-1-0014 have executed a separate Settlement Agreement, in connection with such appeal; and

P. **WHEREAS**, this Agreement will provide increased predictability to the Owners, the Southgate Neighborhood Council, and the City for the future development of the Property.

NOW, THEREFORE, based on the foregoing Recitals, the parties agree as follows:

AGREEMENT

1. **Development Agreement:** This Agreement is a Development Agreement to be implemented in accordance with SMC 11.19.870 and RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owners, their successors and assigns, and the City upon the effective date of the City's approval by ordinance following a public hearing as provided for in SMC 11.19.870 and RCW 36.70B.170.

2. **Effective Date and Duration of Agreement:** This Agreement shall take effect immediately upon the effective date of the ordinance approving it and execution by all parties, provided that any time periods specified in this Agreement shall be tolled pending final resolution of any appeal of any city, state or federal land use decisions necessary to commence or complete development on the Property consistent with this Agreement ("**Effective Date**"). Unless terminated earlier as provided herein, this Agreement shall expire ten (10) years after its Effective Date (hereinafter, "**Term**").

3. **Zoning Designation and Development Standards:**

3.1 Pursuant to City Ordinance C34257, upon the Effective Date this Agreement shall put into effect the City of Spokane Comprehensive Plan land use map designation of "CC Core (District Center)" and the zoning map's corresponding designation of "CC2-DC" to the Property ("Land Use Approval").

3.2 Pursuant to RCW 36.70B.180, the development standards set forth in this Agreement shall govern during the Term of this Agreement. Any permit or approval issued by the City after execution of this Agreement must be consistent with the terms of this Agreement.

3.3 For the purposes of this Agreement, "**General Development Standards**" shall mean the presently adopted ordinances of the City of Spokane that are in effect on the Effective Date of this Agreement and applicable to properties within the "CC2-DC" zone which include, but are not limited to, the permitted uses of land, the density, design and intensity of use, and the division of property. Amendments made from time to time by the City to the General Development Standards shall apply to the Property, provided such amendments are applicable city-wide to all properties within the CC2-DC zone.

3.4 In consideration of Owners' commitment to develop the Property as limited by this Agreement, and the desire by the City and the Owners for predictable development standards, except as specifically provided and limited herein, the Owners shall have a vested right, during the Term of this Agreement, to develop, construct and repair the Property in accordance with the General Development Standards, as defined herein; provided such General Development Standards do not conflict with the matters set forth in Section 3.4 through 3.5 and sections 5, 6 and 7 of this Agreement. Following the expiration or lawful termination of this Agreement, all land use applications affecting the Property shall be governed by the land use designations and regulations in effect for the Property at the time such application are filed with the City. Except as may be specifically set forth herein, nothing in this Agreement shall be construed as a waiver of any conditions of development approval.

3.5 Pursuant to RCW 36.70B.170, the City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

3.6 Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property:

3.6.1 Regulations, which are strictly procedural and not substantive, relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

3.6.2 Regulations, other than land use and zoning standards addressed in Paragraph 3.3 above, governing construction standards and specifications, in effect at the time of permit submittal typically enforced, administered and interpreted by the City of Spokane.

3.6.3 Regulations which the City, and Owners mutually agree, by written consent, can be applied to development of the Property.

4. **Stormwater Pilot Project:** The City may designate the Property and its surrounds, as within a Storm Water Pilot Project Area that is intended to promote creative and innovative solutions for stormwater management within the Moran Prairie Special Drainage District. If a regional stormwater detention facility (such as the area commonly known as the Hazel's Creek Project or other appropriate area) is developed and operated by the City or other governmental entity, and if said facility is capable of accommodating the stormwater management needs of the Property, any plan for development of the Property shall be designed to integrate with such regional facility, if cost effective in the opinion of Owners. Owners shall endeavor to implement Low Impact Development (LID) measures in any development of the property. To the extent allowed by the City's Stormwater Guidelines, such measures shall be considered by the City in regard to any stormwater requirements at the Property. Any development of the Property that occurs prior to the development of such regional stormwater facility shall comply with the City's Stormwater Guidelines and such pre-existing development shall not be required to "retrofit" and connect to the regional stormwater facility. The City and Owners specifically acknowledge and agree that designation of the Property as within a Storm Water Pilot Project Area shall not be construed as a taking of private property for a public or private use.

5. **Integrated Site Plan:** An integrated site plan, containing the elements in this subsection, shall be completed prior to the issuance of a building permit. The following elements shall apply to the Integrated Site Plan which shall include the Property and the properties included in Ordinance C34261 ("Richey") and Ordinances C34256 ("Black") and C34257 ("KXLY"), hereinafter the "Integrated Properties".

5.1 Pedestrian Connections: The Property shall contain dedicated pedestrian and bicycle connections ("path") which are designed to allow pedestrians and bicycles to access and move around and through the Integrated Properties with connection to the surrounding neighborhood. When feasible, such path shall connect to existing publicly accessible trails, sidewalks or other pathways that are adjacent and contiguous to the Integrated Properties.

5.2 Tree Preservation: Any plan for development of the Property shall provide for the preservation of trees, by leaving in place, a minimum of 10% of all Ponderosa Pine trees.

5.3 Design Theme: The Integrated Properties shall be developed with a consistent design theme utilizing, for example, similar or complementary construction materials, architectural characteristics, streetscapes, open spaces, fixtures, and landscaping. All buildings shall provide architectural treatment of interest on those façades visible from the street, such as color, texture, glazing, material differentiation or any other mechanism designed to lessen the impact of building mass when viewed from the street.

5.4 Community Plaza: A community plaza shall be designated that serves as a central gathering place on one of the Integrated Properties and, if not located on the Property, Owners shall provide satisfactory evidence of the Owners' contractual and financial commitment to participate in the development of the community plaza.

5.5 Viewscape: The Owners shall determine and map view corridors that allows persons on the property from common or public areas to view Mt. Spokane and Browne's Mountain. Owners shall consult with the City's Planning Service staff and designated representative of the Southgate Neighborhood Council in scoping and determining view corridors. The identified views corridors shall be protected by site and architectural design strategies, if necessary, such as, co-location of important view corridors with public spaces between buildings and with public gathering space(s). In the event of a conflict between this element and elements 5.2, 5.4, 5.6, 7.2 or 7.4, this provision shall yield to those element(s).

5.6 Long-Term Development of Urban District. The intent of the parties is to design and develop urban features that will facilitate integration of the Property (and surrounding area) into an urban district with a unified character that promotes pedestrian and vehicular circulation, without conflict, encourages opportunities for mixed use development and enhances the natural and built aesthetics in the area. In order to enhance connectivity and facilitate future urban development, driveways though the property shall be designed where ever possible, to facilitate connections to the properties identified in Recital D, above. Curbing shall be used to define the parking lot area, such as perimeter curbing and main drive aisles. Driveway entrance(s) and interior landscaping features will also be curbed.

- 6. Review of Integrated Site Plan:** The City of Spokane Design Review Committee ("the Committee") shall evaluate the Integrated Site Plan and make a recommendation to the Planning Director whether it is consistent with Section 5. The Mayor shall designate a City resident from the Southgate Neighborhood to serve as a non-voting liaison to the Design Review Committee. The Committee shall seek comments from the Southgate Neighborhood Council as input to its decision process; such comments shall be submitted at least five (5) days prior to the Committee's consideration. The Planning Director will review the Committee's recommendations and issue an administrative determination related to the Integrated Site Plan and its compliance with Section 5. The Planning Director's decision may be appealed pursuant to SMC 17G.060.020 as a Type I decision.

At least twenty (20) days prior to the Committee's consideration, the Owners shall provide a copy of the proposed Integrated Site Plan to the Southgate Neighborhood Council for its review and comment. Owners shall specify a date, time and place to meet with representative(s) of the Southgate Neighborhood Council, with no less than five (5) days notice, for the purpose of discussing the proposed Integrated Site Plan and to hear the Council's comments and suggestions which must be related to the scope of this Agreement. Owners shall, in good faith, consider the Council's comments and will at such meeting, or at the design review meeting, state the basis for rejecting any such comments and/or suggestions.

7. Building Permit Review: All buildings proposed for development on the Property shall be subject to the City of Spokane Design Review process and shall comply with the following elements:

7.1 Urban Design. The building and improvements shall be consistent with the Integrated Site Plan.

7.2 Building Treatment: The allowed one large-format retail building on the Property shall orient the building with the narrow side toward the So. Palouse Highway or toward South Regal Street, whichever is closer to the proposed large format retail building and shall promote intervening retail between the large format store and the street. In addition, the siting and design of the large format retail building shall employ site planning strategies that enhance and enliven public spaces on the Property or in the vicinity. The preferred, but not required, configuration of any retail building is multi-story. All buildings shall provide architectural treatment of interest on those façades visible from the street, such as color, texture, glazing, material differentiation or any other mechanism designed to lessen the impact of building mass when viewed from the street.

7.3 Square Footage Limitation: Any plan for development of the Property shall include no more than one large format store up to a maximum of 105,000 square feet. No other single commercial building on the Property shall exceed 55,000 square feet.

7.4 Design Standards: Any plan for development of the Property shall comply with the design standards (but not including any square footage limitations) applicable to properties in the City's CC1 zone in effect on the date of this Agreement, which standards are dated August 11, 2002, and are titled "Initial Design Standards and Guidelines for Centers and Corridors," which are attached hereto as Exhibit "B" and incorporated herein by this reference.

8. Transportation Fees:

8.1. Mitigation of Off-Site Transportation Impacts. The Owners agree to pay under RCW 43.21C, a SEPA Impact Fee of \$1,057.95 per net new PM peak hour trip, in accordance with the Mitigated Determination of Nonsignificance issued on August 16, 2007. The parties acknowledge that RCW 82.02.100 expressly provides that a person

required to pay a fee pursuant to SEPA for system improvements shall not be required to pay an impact fee under RCW 82.02.050 through 82.02.090 for those same improvements,

8.1.1 Allocation of SEPA Impact Fees. For purposes of RCW 82.02.100, said SEPA Impact Fees shall be applied towards system improvements identified in the capital facilities element of the City's Comprehensive Plan (including its Six Year Street Plan) intended to provide capacity for new growth and development in the City's South Service Area (as identified in preliminary service area maps relating to the City's contemplation of implementing transportation impact fees as authorized pursuant to RCW 82.02.050 through .090).

8.1.2 Time of Payment. The Owners shall pay the SEPA Impact Fee for the new trips generated by individual phases/stages of project development prior to the issuance of a certificate of occupancy, less any credit(s) provided for in Section 8.4. Prior to issuance of a building permit, Owners shall enter into a binding agreement to pay the SEPA Impact Fee associated with such building permit, which agreement may be recorded in the official records of Spokane County as a lien against the property binding on subsequent owners' of the Property. The Owners shall, at the time of submission of an application for a building permit, provide an estimate of the SEPA Impact Fees. The Owners shall also be entitled to a reduction in the SEPA Impact Fees if the Owners are required to dedicate land or construct an improvement, as provided for in Section 8.3.

8.2. Determination of New Trips. The most current Institute of Transportation Engineers (ITE) Trip Generation Manual and Trip General Handbook will be used to determine the number of net new PM peak trips generated by each land use proposed for the Project.

8.3 Credit for Dedication of Land or Construction of Improvements. Owners shall be entitled to a credit for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by Owners, to facilities that are identified in the City of Spokane Six Year Comprehensive Street Program or that are required by the City as a condition of approving any development activity on the Property. Any such credit(s) shall be calculated as follows.

8.3.1 Determination of Credit for Dedications. For each request for a credit for a dedication of land, if appropriate, the City shall select an appraiser or Owners may select an appraiser acceptable to the City. The appraiser shall be a Washington State Certified Appraiser or a person with other equivalent certification and shall not have a fiduciary or personal interest in the property being appraised. A description of the appraiser's certification shall be included with the appraisal, and the appraiser shall certify that he/she does not have a fiduciary or personal interest in the property being appraised.

The appraiser shall be directed to determine the total value of the dedicated land or improvement provided by the Owner on an individual case-by-case basis.

8.3.2 Payment for the Appraiser for Dedications. Owners shall be solely responsible for any costs and expenses associated with obtaining such appraisals.

8.3.3 Determination of Credit for Improvements. If the City requires Owners, as a condition of development approval, and if Owners thereafter improve or construct a system improvement or facility or portion thereof identified in the City's Six Year Comprehensive Street Program, the Owners shall receive a credit for the value based on actual cost incurred by the Owners. The entity completing the work on such improvements or facilities shall provide a sworn declaration, submitted under the penalty of perjury, setting forth the dollar amount of actual cost of completing said work, together with copies of all invoices and receipts supporting the total actual cost indicated in the declaration.

8.3.4 Award of Credit for SEPA Impact Fees. After receiving the appraisal for a dedication of land or sworn declaration setting forth the dollar amount of actual cost for improvements, and where consistent with the requirements of this section, the City shall provide the Owners with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated (if a dedication), and the legal description or other adequate description of the project or development to which the credit may be applied. The Owners must sign and date a duplicate copy of such letter or certificate indicating its agreement to the terms of the letter or certificate, and return such signed document to the City before the SEPA Impact Fee credit will be awarded. The credit must be used within seventy-two (72) months of the award of the credit.

8.3.5 Time to Request Credit. Any claim for credit must be made prior to the issuance of a certificate of occupancy or within 30 days of completion of improvements or dedication of land. In no event shall the credit exceed the amount of SEPA Impact Fees that may be payable by the Owners for the proposed development activity.

No credit shall be given for project improvements, as defined under RCW 82.02.090(6). ("Project improvements" mean site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the governing body of the county, city, or town shall be considered a project improvement.).

8.4 Requirements for Improvements

8.4.1 Conformity with Applicable Standards. No credit shall be given unless all improvements or facilities have been constructed in accordance with record drawings and approved plans on file at the City's Department of Engineering Services, and in conformity with the City's Design Standards. Any improvements or facilities shall be constructed in accordance with adopted City standards and including those related to warranties, performance guarantees, and indemnification of the City.

8.4.2. Warranty of Improvements. In the event the improvement for which the Owners is requesting a credit is not completed prior to the issuance of a certificate of occupancy, the Owners shall execute a City of Spokane Project Agreement and Performance/Warranty Guarantee and shall provide security acceptable to the City to guarantee Owners' obligations under said Project Agreement.

8.5 Geographic limitation on use of SEPA Impact Fee. The City shall use the payment of the SEPA Impact Fee for improvements identified in the capital facilities element of the City's Comprehensive Plan, including its Six Year Street Program (funded or unfunded) located in the South Service Area of the City of Spokane.

8.6 Project Analysis and Improvements. Payment of the SEPA Impact Fees required hereunder shall not relieve Owners of Owners' obligations under state and local laws and regulations to perform such studies and mitigate such impacts as are identified in such studies relating to any development activity on the Property; provided however, the parties acknowledge that RCW 82.02.100 expressly provides that a person required to pay a fee pursuant to SEPA for system improvements shall not be required to pay an impact fee under RCW 82.02.050 through 82.02.090 for those same improvements. At the time of building permit application, if required under the Spokane Municipal Code, the City will require the Owners to perform an Operational Study and Analysis of adjacent intersections to identify transportation impacts attributable to the land use identified in the building permit application, identify appropriate mitigation and design access and frontage improvements to mitigate any impacts.

9. Miscellaneous:

9.1 Effect of Delay. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. Further, if any City approvals required hereunder shall be unreasonably delayed beyond the normal time period through no fault of Owners or their assigns, the term of this Agreement shall be extended by a period equal to the time of the delay.

9.2 Non-Waiver. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

9.3 Covenants Run with the Land. During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

9.4 Relationship of Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Owners are an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Owner joint venturers or partners. Owners shall defend, indemnify and hold City and its officers and employees harmless from and shall process and defend at its own expense all claims, demand or lawsuits for damages arising in whole or in part from the Land Use Approval and this Agreement.

9.5 Amendments. Pursuant to SMC 11.19.880, this Agreement may only be amended in writing signed by the City and the Owners, after opportunity for public review and comment and approval by the City Council.

9.6 Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane County Auditor.

9.7 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the parties have been materially altered or abridged.

9.8 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. If

any portion of the Spokane Municipal Code is deemed to be inconsistent with any provisions of this Agreement, the provisions of this Agreement shall prevail.

9.9 Assignment.

9.9.1 The parties acknowledge that development of the Property may involve sale, conveyance, or assignment of all or portions of the Property to third parties, who will own, develop and/or occupy portions of the Property and buildings thereon. Subject to Paragraph 9.3 above, Owners shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights, or obligations under this Agreement or in the Property to other parties acquiring an interest or estate in all or any portion of the Property, including a transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

9.9.2 In any such transfer or assignment, the transferee or assignee shall agree in writing to assume the obligations herein pertaining to the Property transferred or assigned, and shall thereafter be entitled to all interests and rights and be subject to all obligations under this Agreement, and Owners who have so transferred or assigned its rights, shall be thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that such Owners shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Property still owned by such Owners; and, provided further, nothing in this Paragraph 9.9.2 shall be construed as limiting the effect of Paragraph 9.3 of this Agreement in the event of such transfer or assignment.

9.10 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement, except as otherwise contemplated under RCW 36.70B.170 through .200.

9.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

9.12 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

9.13 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, or approval of the Development, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either

in fact or in appearance. The Owner shall comply with all state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City.

9.14 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

9.15 Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding or annulling the Land Use Approval or the ordinance approving this Agreement. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

9.16 Non-Enforcement not Waiver. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

9.17 Settlement Agreement. The Parties have entered into a Settlement Agreement in connection with an appeal filed by the Southgate Neighborhood Council *et al* with the Eastern Washington Growth Management Hearing Board (Case No. 08-1-0014). A copy of the agreement is attached hereto as **Exhibit "C"** and incorporated by reference into this Agreement. The Parties acknowledge that arguments against the standing of the Southgate Neighborhood Council have been waived for the limited purposes expressed in said Settlement Agreement.



CITY OF SPOKANE, WASHINGTON

By (person signing) Thomas E. Danek, Jr.
 Title City Administrator
City of Spokane

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

OWNERS

SPOKANE RADIO, INC.

KXLY

By: Stephen R. Herling
 Its: EXECUTIVE VICE PRESIDENT

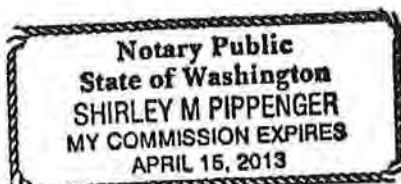
By: Stephen R. Herling
 Its: EXECUTIVE VICE PRESIDENT

DATE: November 23, 2009
 I HEREBY CERTIFY THIS IS A TRUE AND
 ACCURATE COPY OF THE ORIGINAL WHICH IS
 ON FILE IN THE OFFICE OF THE CITY CLERK
 CITY CLERK, TERRI PFISTER

STATE OF WASHINGTON)
)
 COUNTY OF SPOKANE)

On this 28th day of October, 2009, before me, a Notary Public in and for said State, personally appeared Thomas E. Daneck, Jr. & Terri L. Pfister, City Administrator & City Clerk of the City of Spokane, Washington, personally known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same freely and voluntarily in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DATED this 28th day of October, 2009.



Shirley M. Pippenger
 Print Name: Shirley M. Pippenger
 NOTARY PUBLIC in and for the State of
 Washington, Residing at: Spokane
 My commission expires: 04/15/2013

STATE OF WASHINGTON)
)
 COUNTY OF SPOKANE)

On this 21st day of AUGUST, 2009, before me, a Notary Public in and for said State, personally appeared STEPHEN R. HERLING, EXECUTIVE VICE PRESIDENT of SPOKANE RADIO, INC., personally known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same freely and voluntarily in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DATED this 21st day of August, 2009.



Heather M. Hamlin
 Print Name: Heather M. Hamlin
 NOTARY PUBLIC in and for the State of
 Washington, Residing at: Spokane, WA
 My commission expires: 2/11/2013

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE)

On this _____ day of _____, 2009, before me, a Notary Public in and for said State, personally appeared _____, _____ of KXLY, personally known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same freely and voluntarily in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DATED this _____ day of _____, 2009.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, Residing at: _____
My commission expires: _____

EXHIBIT A

Legal Description of Property

PARCEL "A"

THE NORTHEAST QUARTER OF GOVERNMENT LOT 9, SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, WASHINGTON; EXCEPT COUNTY ROAD.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 9 LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9, THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

Spokane County Tax Parcel No. 34041.9077

The remaining Exhibits, listed below, are on file with the Spokane City Clerk, located at 808 West Spokane Falls Blvd., Spokane, Washington 99201.

Exhibit B: Design Standards, "Initial Design Standards and Guidelines for Centers and Corridors" (30 pages)

Exhibit C: Settlement Agreement (11 pages)



Southgate Integrated Site Plan

Regal Street & Palouse Highway

Revised Final Submittal
May 31, 2013

NOTE: This submittal revises the Revised Final Submittal dated 04/01/2013 and includes comments from Scott Chesney approval memo dated 03/29/2013 and an expanded Kit-of-Parts.

Part A/Introduction



Aerial View | City Scale

Background:

In 2005 Black Properties and KXLY submitted applications for Comprehensive Plan Map Amendments for their respective properties at the Palouse/Regal intersection.

In 2006 Home Depot assembled +/- 15 acres near the same intersection and likewise made application for a Comprehensive Plan Map Amendment.

The three applications made their way through the normal Amendment process of notifications, public hearings, neighborhood meetings, requisite studies and supplemental supporting information.

The three applications were eventually effectively combined into a single process and the City Council took up the matter in 2008. The Council approved the three Comprehensive Plan Map Amendment applications and entered into detailed Development Agreements in 2009 with each of the three Applicants.

The agreements balanced accepted City-wide and Neighborhood planning principles, Comprehensive Plan goals and policies, traffic and infrastructure concerns, market demand and preferences, and the applicants' desires and rights to develop their properties.

The Development Agreement:

The City entered into separate Development Agreements with each of the three Applicants that take into account minor differences in the parcels and their respective development opportunities. They are, however, essentially identical in intent and include the following keypoints:

- Comprehensive Plan designation of CC Core/District Center and corresponding Zoning Map designation of CC2-DC.
- To provide both the Neighborhood and Applicants with a reliable level of development predictability, established the CC2-DC General Development Standards as the applicable development standards for the duration of the Development Agreement.
- Requirement that the three Applicants jointly prepare an overall Integrated Site Plan covering the +/- 45-acres included in the Development Agreements prior to issuance of any building permits. The Integrated Site Plan is required to include the following components (Reference Development Agreement Paragraph 5):
 - **Pedestrian Connections:** Provide pedestrian and bicycle connectivity to, through, and between the three developments and the Neighborhood.
 - **Tree Preservation:** Preserve selected existing Ponderosa Pines on the development parcels.
 - **Design Theme:** Develop a consistent design theme for the three developments utilizing common or complementary architectural and landscape/open space features and materials.
 - **Community Plaza:** Designate a central gathering place on one of the development parcels.
 - **Viewscape:** Protect selected views to Mt. Spokane and Browne's Mountain.
 - **Urban District:** Make provisions in site plan design and infrastructure to allow evolution into a mixed use urban center as market conditions warrant and such developments become feasible.

Part A/Introduction

The Development Agreement (cont'd.):

The Development Agreements also address transportation mitigation and fees, building design, and square footage limitations for each parcel.

A key provision of the Development Agreements provides for the review and comment of the Integrated Site Plan by the City Design Review Committee, including input from a Southgate Neighborhood resident appointed by the Mayor, and a recommendation to the Planning Director who will make the final decision regarding the Integrated Site Plan's compliance with the intent of the Development Agreements.

Design Review Board Collaborative Workshop

On August 8, 2012, the Applicants collectively presented the Southgate Integrated Site Plan to the Design Review Board including background, a summary of the Development Agreement key points, and a graphic presentation of the Applicants' response to the Development Agreements key design criteria. As required by the Development Agreement, a Southgate Neighborhood representative was included as a non-voting member of the Board.

The Design Review Board offered the following recommendations corresponding to the six key Development Agreement and Integrated Site Plan issues:

- Pedestrian Connections:
 - Show pedestrian connection west to the sports complex.
 - Better pedestrian connections between the three properties.
 - Show bike lane and pedestrian corridor character consistent with Southgate Connectivity Plan.
- Tree Preservation:
 - Inventory trees and identify quality.
- Design Theme:
 - Use Community Plaza as design theme and emulate that character throughout streetscape and open spaces.
 - Use "Kit-of-Parts" including color palette and material choices.
 - Show fixtures and landscape as they relate to open space.
- Community Plaza:
 - Identify 2-3 potential locations based on site analysis.
- Viewscape:
 - Integrate view corridors with Plaza locations and coordinate with Neighborhood.
- Long-Term Development:
 - Future DRB's must consider how future building permit applications will facilitate transition to an urban district.

The Solution:

The Development Agreements recognize that large scale developments like this take place in phases over a number of years and that a preferred site plan in today's marketplace may not be the preferred site plan in a changing retail marketplace in a few years.

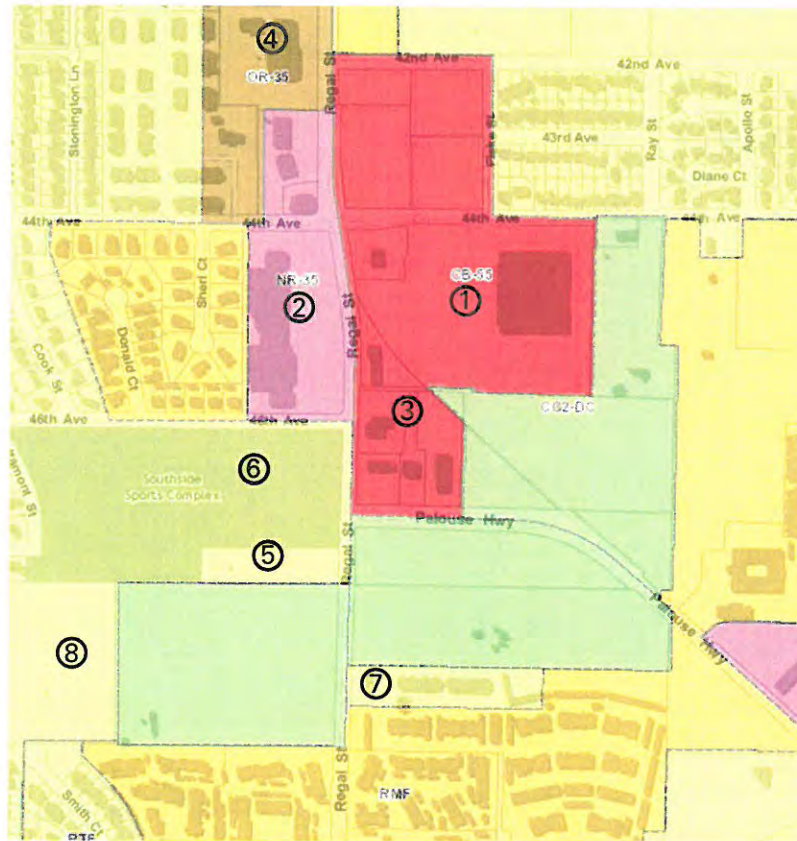
Accordingly, the Development Agreements do not require specific site plans illustrating building footprints, landscaping, and parking as a typical site plan often does. It relies instead on the City's established development standards for parking ratios, setbacks, landscaping, building design, lot coverage, etc., to produce neighborhood and street appropriate projects consistent with the City's development goals and policies.

The proposed Integrated Site Plan is intended to provide a framework and general strategy for developing future project specific site plans and acknowledgement of the Development Agreement's requirements and graphically represent them in a manner that future site plans can be tested against administratively.

Additionally, the Development Agreement requires each future project, including a very specific site plan, be reviewed by the DRB prior to issuance of any building permits.

This submittal is intended to respond to the Design Review Board recommendations with a design solution described herein that revised, expands, and clarifies the solution originally presented to the Design Review Board.

Part B/Context: Zoning Map



Context

- 1 Shopko
- 2 Albertson's Center
- 3 McDonald's | HiCo | Auto Repair
- 4 Regal Village
- 5 School District Property
- 6 Parks Department Sports Complex
- 7 Apartment Complex
- 8 KXLY Radio Tower

Zoning Legend

OR-35	Office retail
CB-55	Community Business
NR-35	Neighborhood Retail
CC2-DC	Center & Corridor
RSF	Residential Single-Family
RMF	Residential Multi-Family

Part B/Context: Existing Street Views



Ⓐ Looking West along S. Regal



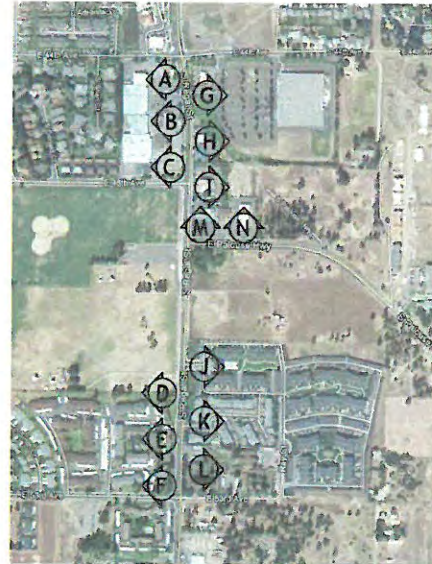
Ⓑ Looking West along S. Regal



Ⓒ Looking West along S. Regal



Ⓓ Looking West along S. Regal



Vicinity Satellite View



Ⓔ Looking West along S. Regal



Ⓕ Looking West along S. Regal



Ⓖ Looking East along S. Regal

Part B/Context: Existing Street Views



Ⓜ Looking East along S. Regal



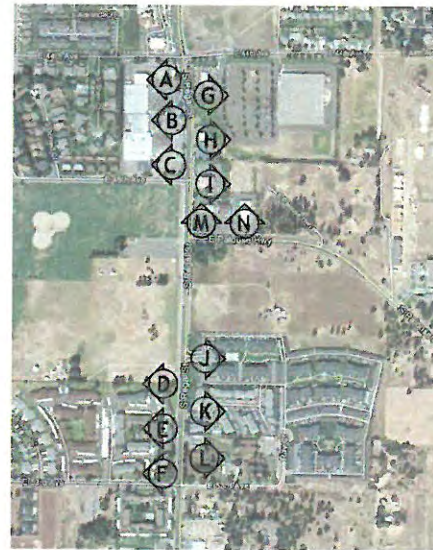
Ⓜ Looking East along S. Regal



Ⓜ Looking East along S. Regal



Ⓜ Looking East along S. Regal



Vicinity Satellite View



Ⓜ Looking East along S. Regal

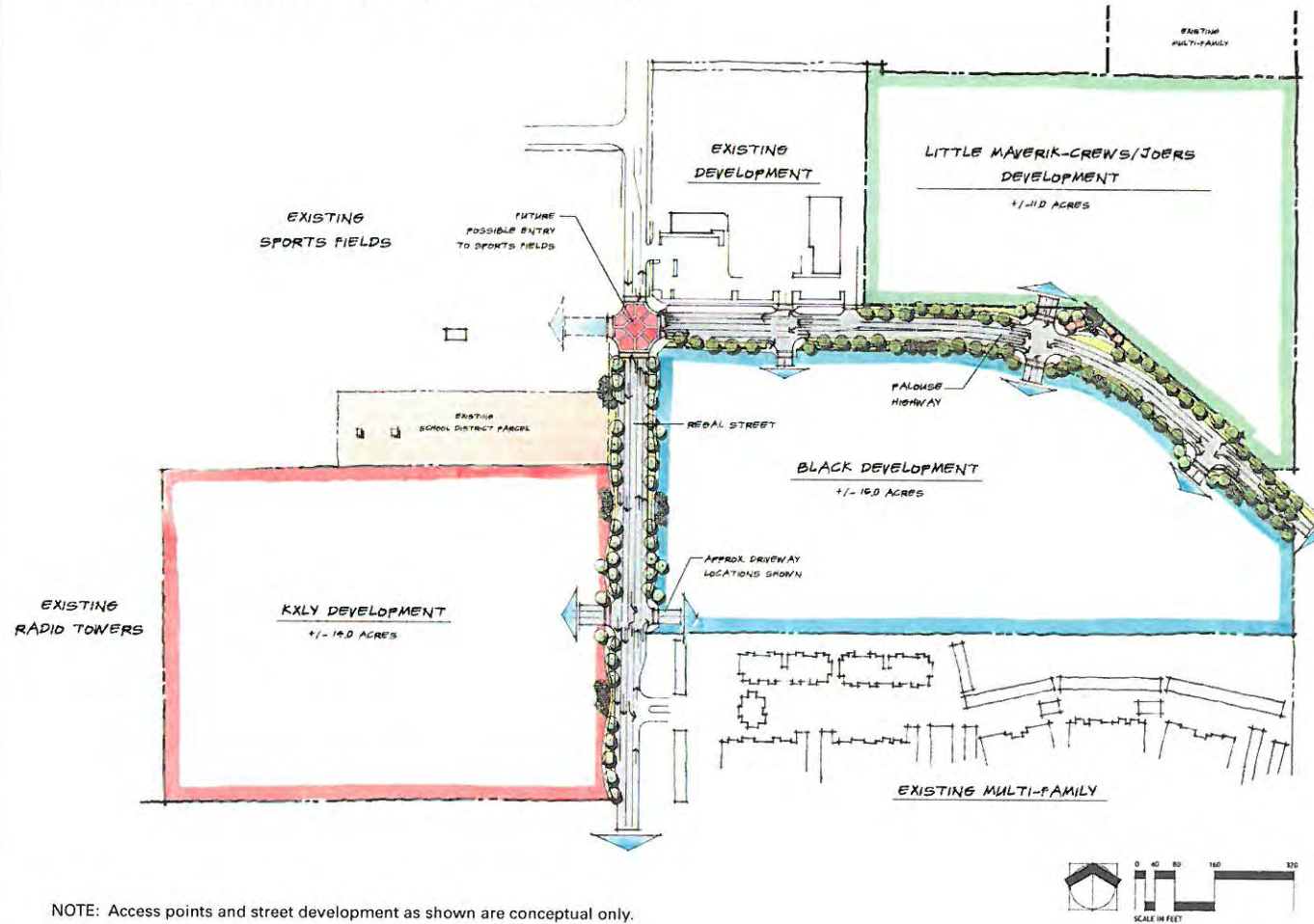


Ⓜ Looking North along Palouse Highway



Ⓜ Looking North along Palouse Highway

Part C/Solution: Overall Site Plan



Southgate Integrated Site Plan

Regal Street & Palouse Highway | Revised Final Submittal | May 31, 2013

Part C/Solution: Development Agreement Requirements & DRB Recommendations

5.1 Pedestrian Connections

Development Agreement Requirements:

The properties shall contain dedicated pedestrian and bicycle connections ("paths") which are designed to allow pedestrians and bicycles to access and move around and through the Integrated Properties with connection to the surrounding neighborhood. When feasible, such path shall connect to existing publicly accessible trails, sidewalks or other pathways that are adjacent and contiguous to the Integrated Properties.

Design Review Board Initial Recommendations:

- Show a pedestrian connection west to the sports complex.
- Better pedestrian connections between the three properties-continue to work with City staff.
- Show bike lane and pedestrian corridor character consistent with Southgate Connectivity Plan.

Applicants' Response & Proposed Solution:

The Southgate Neighborhood Connectivity Plan (SNCP) provides a context in which to apply the planning principles of the Development Agreement as well as the recommendations of the DRB. Key applicable elements of the SNCP include the proposed "Green Ring" that generally circumvents the Southgate Neighborhood and the proposed non-motorized "Ferris-Adams Student Trail" connecting Ferris and Adams schools with areas west of Regal Street through the Project.

The Applicants' revised proposal supports and implements the Southgate Neighborhood Connectivity Plan in very significant ways by extending the "Ferris-Adams Student Trail" through the District Center to portions of the Neighborhood lying west of Regal Street and provides a connection to the "Green Ring" from the District Center. Additionally, the Applicants propose to utilize the "Typical Street/Arterial Character" character designs for the Non-Motorized Trail, Collector Arterial (Palouse Highway), and Minor Arterial (Regal Street) included in the SNCP. The Applicants acknowledge that final design of the connections and streets will require engineering input from City Staff and further traffic and safety analysis.

5.2 Tree Preservation

Development Agreement Requirements:

Any plan for development of the Property shall provide for the preservation of trees, by leaving in place a minimum of 10% of all Ponderosa Pine trees.

Design Review Board Initial Recommendations:

- Inventory the trees and identify quality.

Applicants' Response & Proposed Solution:

The Applicants revised proposal includes a detailed tree inventory report that locates trees generally above 1-1/2-inch caliper and evaluates them for health and overall condition. This work was completed by a registered Landscape Architect on our staff with experience doing this kind of work. Based on the location and health of the existing tree inventory, appropriate numbers of healthy trees will be selected to be preserved and integrated into the Project as appropriate.

5.3 Design Theme

Development Agreement Requirements:

The Integrated Properties shall be developed with a consistent design theme utilizing, for example, similar or complementary construction materials, architectural characteristics, streetscapes, open spaces, and landscaping. All buildings shall provide architectural treatment of interest on those facades visible from the street, such as color, texture, glazing, material differentiation or other mechanism designed to lessen the impact of building mass when viewed from the street.

Design Review Board Initial Recommendations:

- Plaza could define theme and that character could be emulated throughout the streetscapes and open spaces of the three sites.
- Put together a palette or "kit of parts" including color palette and material choices.
- Include fixtures and landscape as it relates to the open spaces.

Applicants' Response & Proposed Solution:

The Applicants revised proposal includes an expanded "kit of parts" that includes lighting (parking area, pedestrian, and accent types), street furniture (benches, trash receptacles, bollards, kiosks, way finding signage), materials and textures (paving patterns and colors), and a landscape material palette to be used throughout the three projects. This strategy allows appropriate variation in the building architecture based on building height, footprint and retail tenant brand and provides consistency at the pedestrian and streetscape level where it provides the most impact. The mitigation of larger buildings is established in the City-Wide Development Standards which address massing, height, blank walls, parapet features, etc.

Part C/Solution: Development Agreement Requirements & DRB Recommendations

5.4 Community Plaza

Development Agreement Requirements:

A community plaza shall be designated that serves as a central gathering place on one of the Integrated Properties and, if not located on the Property, Owners shall provide satisfactory evidence of the Owners' contractual and financial Commitment to participate in the development of the community plaza.

Design Review Board Initial Recommendations:

- Identify 2 - 3 potential locations based on site analysis.

Applicants' Response & Proposed Solution:

The Applicants' revised proposal includes identifying three potential locations (one on each of the three parcels) and evaluating each of them taking into consideration views, tree preservation, cost and practical timing of parcel development, integration into the streetscape, and potential benefits from and for a retail environment. After due consideration, the preferred Community Plaza location is at the southeast corner of the Regal Street and Palouse Highway intersection as a part of the out-parcel development of the Black Development project.

5.5 Viewscapes

Development Agreement Requirements:

The Owners shall determine and map view corridors that allows persons on the property from common or public areas to view Mt. Spokane and Browne's Mountain. Owners shall consult with the City's Planning Service staff and designated representative of the Southgate Neighborhood Council in scoping and determining view corridors. The identified view corridors shall be protected by site and architectural design strategies, if necessary, such as co-location of important view corridors with public spaces between buildings and with public spaces between buildings and with public gathering spaces. In the event of a conflict between this element and elements 5.2, 5.4, 5.6, 7.2, or 7.4, this provision shall yield to those elements.

Design Review Board Initial Recommendations:

- View corridors should be integrated with the plaza locations as identified in 5.4 and as coordinated with the neighborhood.

Applicants' Response & Proposed Solution:

The Applicant met with City Staff and Neighborhood representatives on site on August 14, 2012 to review significant viewscapes and strategies for preserving them in the context of the other factors that will impact the site layout. In most cases, the quality of views to Mt. Spokane and Browne's Mountain were already compromised by existing tall trees or existing buildings in close proximity to the potential community plaza site. In the final analysis, the Applicants consider all three locations under considering for the Community Plaza to provide different, but essentially equal, viewscapes.

5.6 Long-Term Development of the Urban District

Development Agreement Requirements:

The intent of the parties is to design and develop urban features that will facilitate integration of the Property (and surrounding area) into an urban district with a unified character that promotes pedestrian and vehicular circulation, without conflict, encourages opportunities for mixed use development and enhances the natural and built aesthetics in the area. In order to enhance connectivity and facilitate future urban development, driveways through the properties shall be designed, wherever possible, to facilitate connections to the properties identified in Recital D, above. Curbing shall be used to define the parking lot area, such as perimeter perimeter curbing and main drive aisles. Driveway entrances and interior landscaping features will also be curbed.

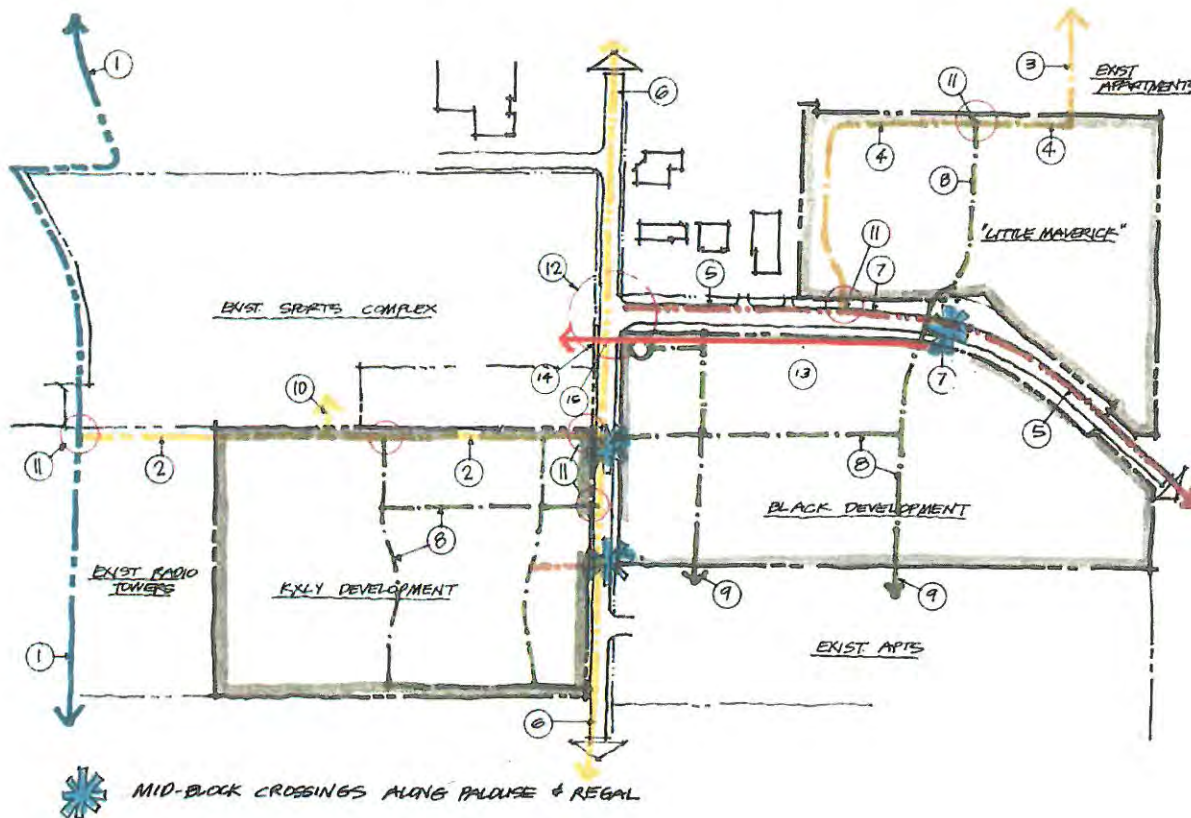
Design Review Board Initial Recommendations:

- Future DRB's must consider how future building permit applications, with regard to siting and design, will facilitate evolution of the sites into an urban district.

Applicants' Response & Proposed Solution:

Project specific site plans for each of the three development projects will be designed to allow a transition to a more urban type district by identifying future building sites and access points that will support the characteristics typically found in an Urban District. Additionally, infrastructure such as utilities or similar required improvements will be located such that they will not interfere with future building locations.

Part C/Solution: Pedestrian Connections



Narrative:

The proposed Connectivity Plan is a combination of Applicant-provided on-site trails and pathways and public right-of-way improvements proposed by the Southgate Neighborhood Connectivity Plan and City Public Works Standards for street development.

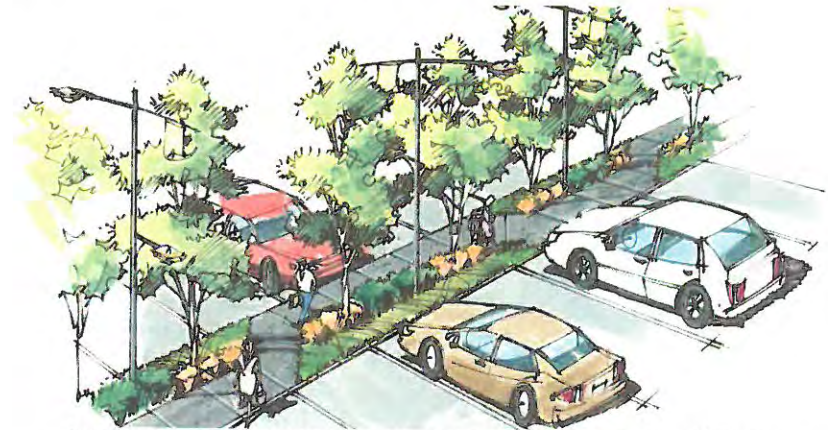
Legend:

1. Proposed "Green Ring" - see SNCP.
2. Proposed Non-Motorized Trail - See SNCP.
3. Proposed Ferris-Adams Student Trail - See SNCP.
4. Extend Ferris-Adams Student Trail as shown.
5. Collector Arterial: Palouse Highway with Bicycle Lanes and sidewalks.
6. Minor Arterial: Regal Street with Bicycle Lanes and Sidewalks.
7. Mid-Block Pedestrian and Bicycle Crossing.
8. Pedestrian Connection through project site/parking lot. Provides connectivity through the site and between buildings within the project.
9. Connection to adjacent apartment project.
10. Connection to existing sports complex.
11. Pathway connection feature.
12. Signalized intersection with enhanced pedestrian features.
13. Dedicated 12'-16' bicycle and pedestrian path.
14. Connectivity to the west via controlled intersection at Regal Street.
15. Enhanced crosswalk on southern boundary of four-way intersection.

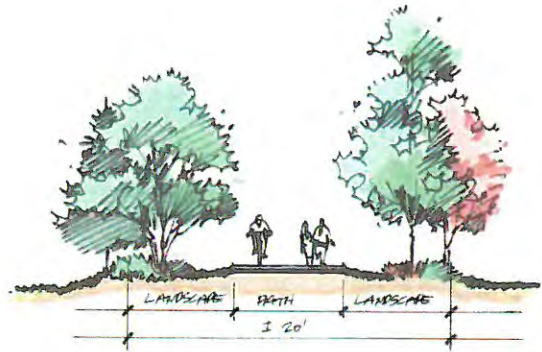
Part C/Solution: Pedestrian Connection Character



Proposed Palouse Highway Mid-Block Crossing Feature and Future "Urban District" Intersection



Protected Pedestrian Connection Between Buildings and Through Parking Areas Within Project Sites



Non-Motorized Trail Cross Section



Minor Arterial/Regal Street Cross Section



Collector Arterial/Palouse Highway Cross Section

NOTE: Street cross sections and mid-block crossing subject to revisions based on further Traffic Engineer studies and coordination with City Public Works/Traffic Department.

Southgate Integrated Site Plan

Regal Street & Palouse Highway | Revised Final Submittal | May 31, 2013

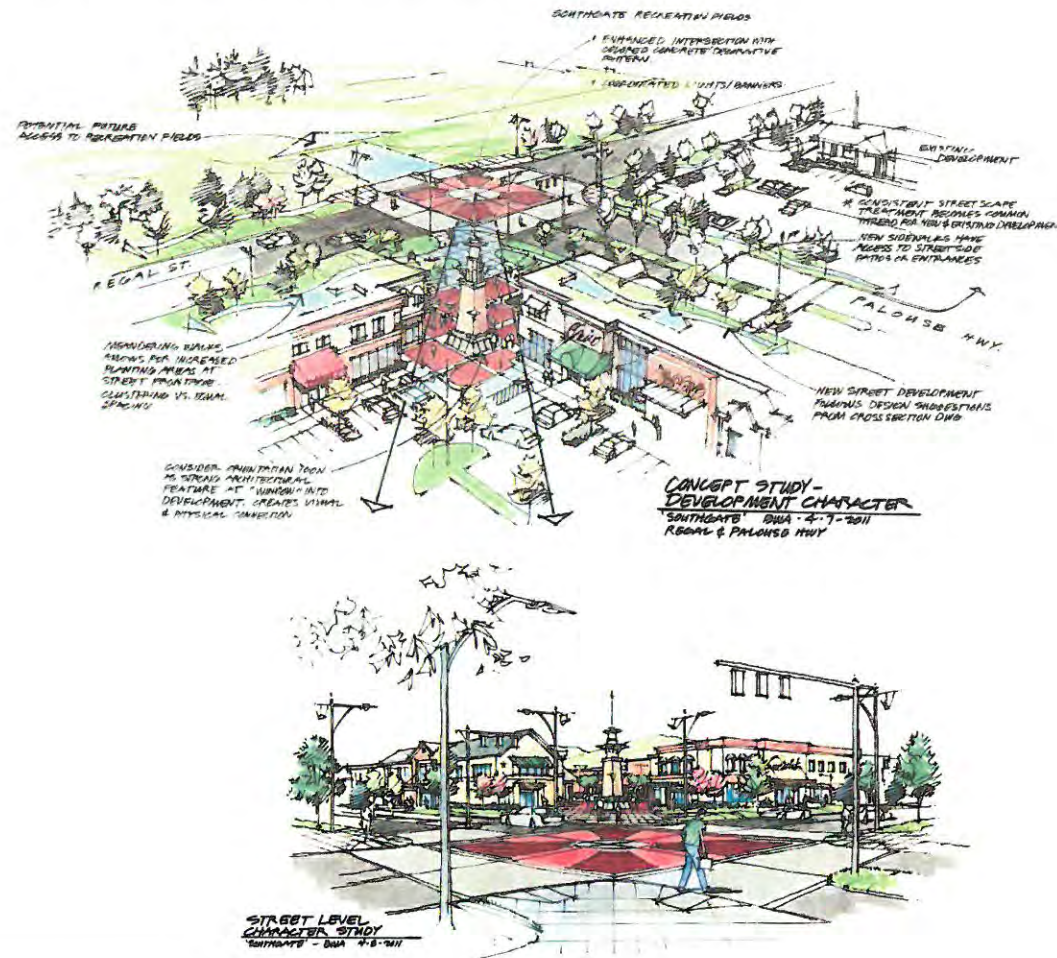
Part C/Solution: Tree Preservation



Narrative:

The Applicants revised proposal includes a detailed tree inventory report that locates trees generally above 1-1/2-inch caliper and evaluates them for health and overall condition. This work was completed by a registered Landscape Architect on our staff with experience doing this kind of work. Based on the location and health of the existing tree inventory, appropriate numbers of healthy trees will be selected to be preserved and integrated into the Project as appropriate.

Part C/Solution: Design Theme & Kit of Parts



Narrative:

The Applicants revised proposal includes an expanded "kit of parts" that includes lighting (parking area, pedestrian, and accent types), street furniture (benches, trash receptacles, bollards, kiosks, way finding signage), materials and textures (paving patterns and colors), and a landscape material palette to be used throughout the three projects. This strategy allows appropriate variation in the building architecture based on building height, footprint and retail tenant brand and provides consistency at the pedestrian and streetscape level where it provides the most impact. The mitigation of larger buildings is established in the City-Wide Development Standards which address massing, height, blank walls, parapet features, etc.

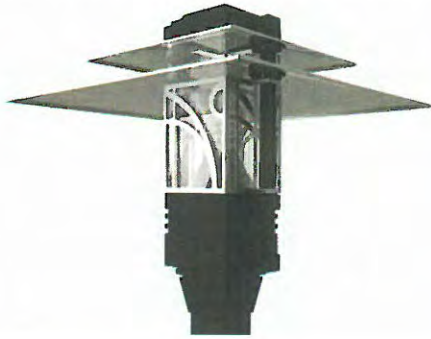
Additionally, the Applicants acknowledge the benefits of incorporating local artwork where practical.

Prior to issuance of a building permit, an amended Development Agreement shall be executed stating that all future development subject to the ISP agrees to use the Kit of Parts approved for the Black property. The Black property Kit of Parts will be submitted to the Planning Director for review and approval prior to issuance of a building permit.

Southgate Integrated Site Plan

Regal Street & Palouse Highway | Revised Final Submittal | May 31, 2013

Part C/Solution: Kit of Parts - Themed



Site furnishings with natural, whimsical character representative of grassland and Palouse.



Craftsman style lighting provides historical significance and reflects the South Hill architectural character.

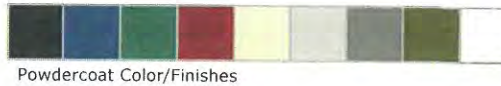


Southgate Integrated Site Plan

Regal Street & Palouse Highway | Revised Final Submittal | May 31, 2013

Kit of Parts—Themed Furnishings

Southgate Integrated Site Plan



TallGrass Pattern Seating



Products

Product Name

TallGrass Pattern Seating - Bronze Color

Manufacturer

SiteScapes Inc. or equal
P.O. Box 22326
Lincoln, NE 68542
Phone: 888.331.9464
Fax: 402.421.9479
www.sitescapesonline.com
info@sitescapesonline.com

Materials

Frame - 1 1/2" Sq. x 11 Ga. Wall Steel Tubing

Panels - 7 Ga. Steel Sheet Metal

Foot Plates: Foot plates are 5/16" x 1 1/2" stainless steel. Each plate has a 9/16" hole for mounting.

Grass Pattern Receptacles



Products

Product Name

TallGrass Grass Pattern Receptacles - Bronze Color

Manufacturer

SiteScapes Inc. or equal
P.O. Box 22326
Lincoln, NE 68542
Phone: 888.331.9464
Fax: 402.421.9479
www.sitescapesonline.com
info@sitescapesonline.com

Materials

Frame : 7 Gauge Steel Shell/Stainless Steel

Lid: Removable Dome lid

Foot Plates: Foot plates are 5/16" x 1 1/2" stainless steel. Each plate has a 9/16" hole for mounting.

Ash Inlay: 13ga. Stainless steel ash pan

Liner: High Density Polyethylene liner with handles



TallGrass Pattern Seating

TallGrass Seating

A variation of the JordanCreek, the TallGrass Collection utilizes a rigid square tubing framework while presenting an elegant silhouette accent. The TallGrass products accentuate their natural surroundings while blending into a variety of urban settings.

Seating Mounting

Options include stainless steel mounting plates for permanent mounting to a concrete pad or heavy duty stainless steel leveling feet suitable for indoor or outdoor use.

Materials

Frame - 1 1/2" Sq. x 11 Ga. Wall Steel Tubing

Panels - 7 Ga. Steel Sheet Metal

Foot Plates - 1/4" x 1 1/2" Stainless Steel with 9/16" Mounting Holes

Mounted w/ four 1/2" x 4-5" Stainless Steel Anchor Bolts (Customer Supplied)

Sustainability and LEED

TallGrass benches have a recycled material content of 84% of which 73% is post consumer content. This content may vary based on the product design, product material type, and interchangeable piece parts. All styles are 100% recyclable. For more information about SiteScapes sustainable products and policies, please refer to our environmental statement.

Choices

Choose six or eight foot length; backed or backless bench; zero or one center armrest; powdercoat or Duracoat finish; and color.

TallGrass seating options



888.331.9464 402.421.9479 fax
P.O. Box 22326 Lincoln, NE 68542
www.sitescapesonline.com
info@sitescapesonline.com

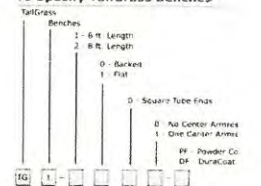
Pictured this page
left: TallGrass backed TallGrass pattern bench TG1-1000 (Sterling). top right: TallGrass backed TallGrass pattern bench TG1-1000 (Bronze). bottom right: TallGrass backed TallGrass pattern bench TG1-1000 (Onyx).

Finishes

SiteScapes offers product in both standard powdercoat and its own proprietary Duracoat finish. Both finishes are designed to weather elements and are guaranteed not rust, chip, peel, or fade. Call for standard color chart.

www.sitescapesonline.com
For more information visit our website where you can download product drawings, photos, product brochure CSI specs, and other technical data.

To Specify TallGrass Benches



Southgate Integrated Site Plan

Regal Street & Palouse Highway | Revised Final Submittal | May 31, 2013

Kit of Parts—Themed Pedestrian Lighting Southgate Integrated Site Plan



Parkway Square Pedestrian Light

Products

Product Name
Parkway Square PKWM or equal.
Dark Bronze Color
Decorative Screen—DSWH Wheat
Hood Finish—STS Stainless Steel

Manufacturer

ARCHITECTURAL AREA LIGHTING
16555 East Gale Ave. | City of Industry |
CA 91745
P 626.968.5666 | F 626.369.2695 |
www.aal.net

FEATURES

- Four optical systems: horizontal, LED, vertical, and indirect
- Three hood styles and six decorative screen options
- Features highly efficient, exclusive MicroEmitter™ technology
- Features exclusive wiHUBB technology
 - Wireless control system for 0-10VDC full range dimming control
 - Programmable autonomous operation
- Custom mounting options
- Cast aluminum struts
- Full cutoff options
- IP65 rated for horizontal configurations, and IP66 rated for vertical configurations
- Powder coat finish in 13 standard colors with a polymer primer sealer

ORDERING INFORMATION

PKWM

MODEL	LAMP/BALLAST
Slips over 4" open top square pole or 2 3/8" ferris	
HOODS	OPTICS
ANG Angled hood	Horizontal LED - Available with ANG hood and LEDs only. Not glass lens.
STR Straight hood	T2 IES Type 1 distribution
IND Indirect hood	T3 IES Type 3 distribution
DBL Double hood	T4 IES Type 4 distribution
	T5 IES Type 5 distribution
OPTICS	Vertical LED
Horizontal LED - Available with ANG hood and LEDs only. Not glass lens.	VL3 Asymmetric distribution
T2 IES Type 1 distribution	VL5 Symmetric distribution
T3 IES Type 3 distribution	Horizontal Optical System
T4 IES Type 4 distribution	Available with ANG hood only. Not available with LEDs. Not glass lens.
T5 IES Type 5 distribution	H2 IES Type 2 distribution
	H3 IES Type 3 distribution
	H4 IES Type 4 distribution
	H5 IES Type 5 distribution
	Vertical Optical System
	Available with IND or LEDs. Not available with ANG or LEDs. Four sided clear acrylic lens.
	GLA Frosted glass diffuser
	GR3 IES Type 3 glass refractor
	GR5 IES Type 5 glass refractor
	Indirect Optical System
	Available with IND hood only. Not available with LEDs. Four sided clear acrylic lens. underside of hood is painted in high reflective white.
	-3 IES Type 3 distribution
	-5 IES Type 5 distribution
	Bare Lamp
	Available with IL system only. Lightly diffused four sided acrylic lens.
	BLO For IL only

LAMP/BALLAST	DECORATIVE SCREENS (OPTIONAL)
55LED-BW* 42 light emitting diode array. Bright white (5100K). VL3 & VL5 only.	DSIN Infinity design
60LED-BW MicroEmitter™ 60 light emitting diode array. Warm white (3500K). Class 1, 120 thru 277 volt. Horizontal LED only.	DSOF Offset design
60LED-BW MicroEmitter™ 60 light emitting diode array. Bright white (5100K). Class 1, 120 thru 277 volt. Horizontal LED only.	DSWH Wheat design
70MH 70 watt metal halide 120/208/240/277 volt ballast. Use medium base. ED-17 lamp.	DSDB Duo design
70MHT6 70 watt metal halide 120/277/347 volt ballast. Use G12 base. 16 ceramic lamp.	DSCH Shutter design
70MHT6B 70 watt electronic metal halide 120 thru 277 volt ballast. Use G12 base. 16 ceramic lamp.	DSCL Custom design (Contact factory)
100MH 100 watt metal halide 120/208/240/277 volt ballast. Use medium base. ED-17 lamp.	OPTIONAL
100MHEB 100 watt electronic metal halide 120 thru 277 volt ballast. Use medium base. ED-17 lamp.	WIM-IM In fixture wireless control module. PS68 pg381. For LED only.
150PSMH 150 watt metal halide 120/208/240/277 volt ballast. Use medium base. ED-17 lamp.	ULS Upper lens shield above the hood. Reduces light above hood.
150PSMHT6 150 watt metal halide 120/277 volt ballast. Use G12 base. 16 ceramic lamp.	TEN 2 3/8" O.D. x 4" long lamp. Required for all AAL poles, except for PS6.
150MHEB 150 watt electronic metal halide 120 or 277 volt ballast. Use medium base. ED-17 lamp.	TA23 Three adapter clips over a 2 3/8" O.D. x 4" long lamp. Required for poles by others or used in conjunction with the TEN pole option by AAL.
70MPS 70 watt high pressure sodium 120/208/240/277 volt ballast. Use medium base. ED-17 lamp.	LDL Lightly diffused lens
100MPS 100 watt high pressure sodium 120/208/240/277 volt ballast. Use medium base. ED-17 lamp.	347 120/240/347 volt ballast for HED only, except 50MH and 50MPS.
150MPS 150 watt high pressure sodium 120/208/240/277 volt ballast. Use medium base. ED-17 lamp.	COP Brushed copper hood
ILB5 45 watt induction lamp system. 120, 208, 240 or 277 volt. -25°C min. start temp. Available in bare lamp configuration (BLO) with LDL lens only.	STS Stainless steel hood
CP** Electronic 120 thru 277 volt ballast. Use GX24q 4 pin base. 26, 32 or 42 watt lamp. -18°C min start temp. Specify wattage.	SSP Screen in brushed stainless steel
140COP** 140 watt electronic CosmoPole™ 120 or 208 thru 277 volt ballast. Use PG212 base. CosmoPole™ lamp.	CPR Screen in brushed copper

DECORATIVE SCREENS (OPTIONAL)	COLORS
DSIN Infinity design	AWT Arctic White
DSOF Offset design	BLK Black
DSWH Wheat design	MTB Matte Black
DSDB Duo design	DGN Dark Green
DSCH Shutter design	DBZ Dark Bronze
DSCL Custom design (Contact factory)	WR2 Weathered Bronze
	BRM Metallic Bronze
	VBL Verde Blue
	CRT Corten
	MAL Matte Aluminum
	MDG Medium Grey
	ATG Antique Green
	LGY Light Grey
	RAL Provide a RAL 4 digit color number
	PREMIUM COLOR Please provide a color chip for matching
	CUSTOM COLOR
	FINISHES
	Wall Mount - Mounting plate included. Hardware by others.
	PSWM-TU Fixture above with arm mounted up.
	PSWM-TD Fixture above with arm mounted down.
	PSWM-BU Fixture below with arm mounted up. Not available with indirect.
	PSWM-BD Fixture below with arm mounted down. Not available with indirect.
	Pole Mount - Arm mounts to side of a 4" O.D. pole.
	PSA-TU Fixture above with arm mounted up.
	PSA-TD Fixture above with arm mounted down.
	PSA-BU Fixture below with arm mounted up. Not available with indirect.
	PSA-BD Fixture below with arm mounted down. Not available with indirect.
	DIMENSIONS
	MEDIUM 26.75" SQ x 30.5" H - Vertical
	23" SQ x 30.5" H - Horizontal

Southgate Integrated Site Plan

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B W A BERNARDO WILLS
ARCHITECTS PC

13.2

Kit of Parts—Parking Lot Area Lighting Southgate Integrated Site Plan



American—Metal Halide Area Light


Products

Product Name

American Shoe Box Cube—Bronze
Metal Halide Lamp

Manufacturer

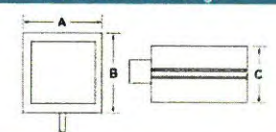
Visionaire Lighting, LLC | Tel. (877) 977-LITE(5483)
19645 Rancho Way, Rancho Dominguez, CA 90220



The American series features the most advanced lighting reflector system available today. Vision™ is a patented revolutionary reflector system unlike any other. The flat lens, vertical lamp, IES full cutoff luminaire is Dark-Sky certified to restrict light trespass, glare and light pollution for neighborhood-friendly outdoor lighting. Convex glass lens is available when required.

The clean, compact housing style features a decorative reveal available in complementary or contrasting colors. Computerized precision machinery and quality materials ensure manufacturing to the highest industry standards.

Dimensional Drawings



Fixture	A	B	C	Stripe	Max. Watts	Lbs
AME-1	14"	14"	10"	2"	175 W	35
AME-2	19"	19"	12"	2"	400 W	50
AME-3	23"	23"	13"	2"	1000 W	70
AME-4	23"	23"	15"	2"	1000 W	75

American is offered in four enclosure sizes and five distribution patterns including a special forward throw T4A reflector for auto dealership front line lighting. Vision™ Reflector System allows the use of fewer fixtures and poles with wider spacings, providing substantial equipment installation and energy cost savings.

American is a proven performer for auto dealerships, shopping centers, parking lots and general area lighting. A wide selection of light sources from 100 through 1000 watts are offered in Metal Halide, High Pressure Sodium and Pulse Start Metal Halide lamp which provides excellent efficiency, lumen maintenance and color.

Model	Optics	Wattage	Source	Voltage	Mounting	Finish/Stripe	Options
AME-1 Flat Glass Only	Type II (T2)	100 (100) 150 (150) 175 (175)	PS HPS PS HPS PS (P) (S)	120 (1) 208 (2)	Bolt-On Arm 6" (BOA6)	Bronze (BZ)	Photocell & Receptacle (PCR120) (PCR208) (PCR240) (PCR277) (PCR480)
AME-2 Flat Glass Convex Glass	Type III (T3)	200 (200) 250 (250) 320 (320) 400 (400)	PS PS HPS PS PS HPS	240 (3) 277 (4)	Bolt-On Arm 10" (BOA10) Spider Mount (SM)	Black (BK) White (WH) Forest Green (FG)	Photo Receptacle (PER) Button Type Photocell (PC120) (PC208) (PC240) (PC277)
AME-3 Convex Glass Only	Type IV (T4)	400 (400) 750 (750) 1000 (1000)	PS HPS PS HPS MH PS HPS	480 (5) M-Tap 120V to 277V (6)	Wall Mount (WM)	Grey (GY) Silver Metallic (SL) Custom Color (CC)	Quartz Restrictor (QR) Evapo (SF120) (SF277) (DF208) (DF240) (DF480)
AME-4 Flat Glass Only	Type IV-A (T4A)	575 (575) 750 (750) 775 (775) 1000 (1000)	PS HPS PS HPS PS HPS MH PS HPS	347 (8)		Stripe Color (SC) Blue Metallic (184) Red Opaque (188) Silver Metallic (50) Gold Metallic (41) White Opaque (50) Black Metallic (60) Charcoal Metallic (20)	House Side Light Shield (LS) Internal Light Shield (ILS) Convex Glass Lens (VLCG) Round Pole Plate Adaptor (RPP) Cast Wall Plate (BAWP)

VISIONAIRE LIGHTING
Performance Is A Whole New Light

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Kit of Parts—Themed Furnishings—Bike Rack

Southgate Integrated Site Plan

Bike Garden Bike Rack

Products

Product Name

Bike Garden - Dark Bronze

Surface Mount

Manufacturer

FORMS+SURFACES 800.451.0410 <http://www.forms-surfaces.com/> or equal



BIKE GARDEN™ BIKE RACK



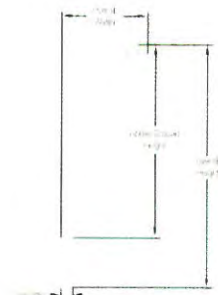
PRODUCT DATA

Inspired by organic forms, the **Bike Garden** provides a truly unique solution to the increasing challenges of bike parking and security. Its "stems" can be arranged in a wide variety of configurations to creatively accommodate almost any setting and provide riders with the added assurance of multiple locking points to secure the frame and wheels. Constructed entirely of rugged, corrosion-resistant stainless steel, Bike Garden's stems can be surface mounted or cast-in-place and may be purchased individually for maximum arrangement flexibility or in pre-configured layouts.

MATERIALS & FINISHES

MATERIALS	FINISH	INSTALLATION	MAINTENANCE
<ul style="list-style-type: none"> Constructed entirely of corrosion-resistant stainless steel. Head and optional surface mount foot are cast stainless steel, body is stainless steel tubing. 	<ul style="list-style-type: none"> Available in stainless steel with a brushed Satin finish or powder-coated. Standard powder coat colors are Aviumant, Feature and Slate. Feature, optional colors from the F&S color chart and customRAL colors are available for an upcharge. Due to the inherent nature of metal castings, glass powdercoats are not offered for cast components. 	<ul style="list-style-type: none"> Bike Garden can be cast in place or surface mounted. Anchors and stainless steel screws are included for surface mount. 	<ul style="list-style-type: none"> Metal surfaces can be cleaned as needed using a soft cloth or brush with warm water and a mild detergent. Avoid abrasive cleaners.

NOMINAL DIMENSIONS (Cast-in-place)



MODEL	ABOVE GROUND HEIGHT	OVERALL HEIGHT	OVERALL WIDTH	DIAMETER	WEIGHT
SKGAR-162-CP	16.2" (411 mm)	20.2" (516 mm)	7.1" (180 mm)	2.5" (63.5 mm)	8.6 lbs (3.9 kg)
SKGAR-208-CP	20.8" (528 mm)	24.8" (626 mm)	9.7" (244 mm)	2.5" (63.5 mm)	9.8 lbs (4.4 kg)
SKGAR-254-CP	25.4" (643 mm)	29.4" (747 mm)	11.6" (293 mm)	2.5" (63.5 mm)	11.5 lbs (5.1 kg)
SKGAR-300-CP	29.9" (759 mm)	33.9" (863 mm)	13.8" (350 mm)	2.5" (63.5 mm)	12.7 lbs (5.8 kg)
SKGAR-344-CP	34.4" (873 mm)	38.4" (975 mm)	15.8" (401 mm)	2.5" (63.5 mm)	14.1 lbs (6.4 kg)
SKGAR-391-CP	39.1" (993 mm)	43.1" (1094 mm)	17.3" (439 mm)	2.5" (63.5 mm)	15.4 lbs (7.0 kg)

Southgate Integrated Site Plan

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Kit of Parts—Hardscape Treatment—Paver Accents Southgate Integrated Site Plan



Pacific Slate Finish- Classic Standard Series Products

Standard
Length: 8-7/8" (225mm)
Width: 4-7/16" (112.5mm)
Area: 3.7 stones /m²
40 stones /m²
Thickness: 2-3/8" (60mm)



Double Standard
Length: 8-7/8" (225mm)
Width: 8-7/16" (225mm)
Area: 1.8 stones /m²
20 stones /m²
Thickness: 2-3/8" (60mm)



Half Standard
Length: 4-7/16" (112.5mm)
Width: 4-7/16" (112.5mm)
Area: 7.3 stones /m²
80 stones /m² Thickness:



Concrete Pavers Products

Product Name
Pacific Slate
Color : Red, Desert Sand and Sand/Brown
Blend or other as appropriate

Compressive strength: 8000 PSI (55 MPA)
Absorption: shall not exceed 5%
Weight: 1- 3/4" (40mm): approx. 20lbs/ft² (98kg/m²)
2" (50mm): approx. 25lbs/ft² (122kg/m²)
2- 3/4" (60mm): approx. 28lbs/ft² (140kg/m²)
3- 1/2" (80mm): approx. 37lbs/ft² (188kg/m²)

Manufacturer
ABBOTSFORD CONCRETE PRODUCTS or equal
Pavers are manufactured to ASTM C 936-09 and
CSA A231.2-06 specifications,



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Kit of Parts—Hardscape Treatment—Colored Concrete Accents Southgate Integrated Site Plan

Colored Concrete - Textured/ Stamped Products

Product Name

Integral Color Concrete

Color : Scofield Colored Products, Roman Clay, Pueblo Brown and Schooner Beige or other as appropriate

CHROMIX® L Admixtures for Color-Conditioned® Concrete

CHROMIX L Admixtures for Color-Conditioned® Concrete are formulated for use with the CHROMIX®-It Liquid Color Dispensers. High-quality CHROMIX L Admixtures are mixed liquid dispersions developed exclusively for use in concrete and provide consistent, permanent, fade-resistant and streak-free integral color conditioning for all types of concrete projects.

Accent concrete shall be textured by sandblasting or stamped texture where occurring

Integral Color SG Standard Grade:

Manufacturer

L. M. Scofield Company or equal
6533 Bandini Blvd.
Los Angeles, CA 90040
(800) 800-9900



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Part C/Solution: Kit of Parts - Landscaping



Sustainable landscaping used to accentuate trail/walk crossings through parking lot.



Use of plant color to create consistency and uniformity.



Below: Example of plaza/seawall used with drought-resistant plantings and natural materials.



Native, drought-resistant plantings used to enhance nodes along multi-modal trail.



Sustainable Landscapes: Combination of native and adaptive shrubs used with ornamental grasses.

Part C/Solution: Kit of Parts - Landscape Tree Plantings



Narrative:

The landscape plantings have been selected to create 'areas of enhancement' that will utilize a variety of color, size and texture in the plant selections. These areas are located at selected site entrances, common areas, landscape buffer strips as well as key areas in the parking lots and along pedestrian routes. Medium to large canopy, native and non-native adapted shade trees will buffer prevailing winds, define special enclosure, provide seasonal interest and summer shade.

A small group of Ponderosa Pines will be preserved at the east edge of the property and additional Ponderosa Pines will be added at the property perimeter where the formal on-site landscaping transitions to more natural and existing off-site vegetation and taller, more intense buffering is appropriate.

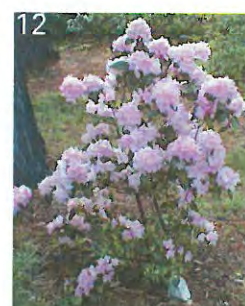
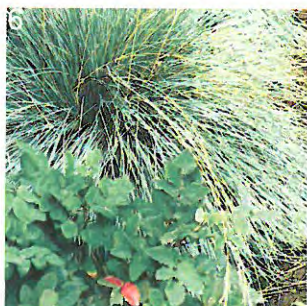
Shrub plantings will also consist of native and adapted plant selections with an emphasis on native and ornamental grasses. The tall, native grasses are an important part of theming within the site design and are used to emulate the grassy landscape of the Palouse. Additionally, the landscape design will be closely coordinated with the architectural features and site design to enhance the overall integrated aesthetics. Lawn areas will be seeded or sodded and a mix utilizing native fescue grasses to provide a sustainable drought resistant turf.

The landscape and irrigation design uses the principles of xeriscape with the intent of reducing maintenance and water use. These landscape areas are intended to be mostly self-sustaining, utilizing drip emitter irrigation within the shrub areas with smart control technology and flow meter options to allow the water savings benefit of the equipment to be optimized.

Legend:

1. Autumn Blaze Maple
2. Ponderosa Pine
3. Pyrus "Chanticleer"
4. Japanese Lilac
5. Patmore Green Ash
6. Black Pine
7. Prunus Sargentii
8. Amur Maackie
9. Northern Red Oak
10. Moonglow Juniper

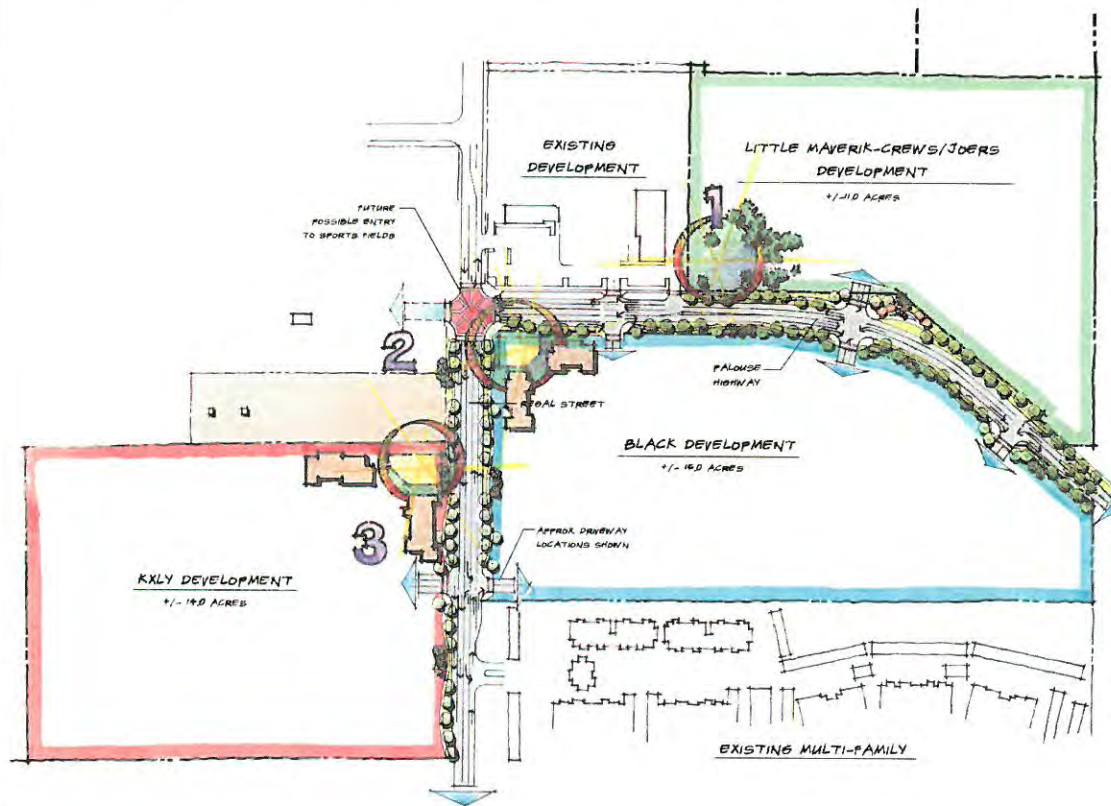
Part C/Solution: Kit of Parts - Landscape Plantings



Legend:

1. Abbotswood Potentilla
2. Northern Lights Azalea
3. Blue Shag Eastern White Pine
4. Hamlin Fountain Grass
5. Arctic Fire Red Osier Dogwood
6. Creeping Mahonia and Oat Grass
7. Flame Grass
8. Rose Nutkana
9. Mugo Pine
10. Spiraea Japonica Shirobana
11. Karl Foerster Grass
12. Pioneer Rhododendron

Part C/Solution: Community Plaza Location Options



Narrative:

Three locations within the District were considered as potential locations for the Community Plaza:

1

Park-Like Plaza Surrounded by Existing Trees: This location would provide for a more passive/rural setting for a community gathering area at about the scale of a small neighborhood park. Good views to distant landmarks to the north and south, however the Plaza would be more quiet and passive than other locations.

2

Urban Plaza in Conjunction With Retail: This location would be developed as more of an urban plaza or public square. It would transition well to project elements, possibly having similar furniture and hardscape treatments. This would be a busier space more affected by traffic noise and movement. Provides adequate views to distant landmarks in all directions.

3

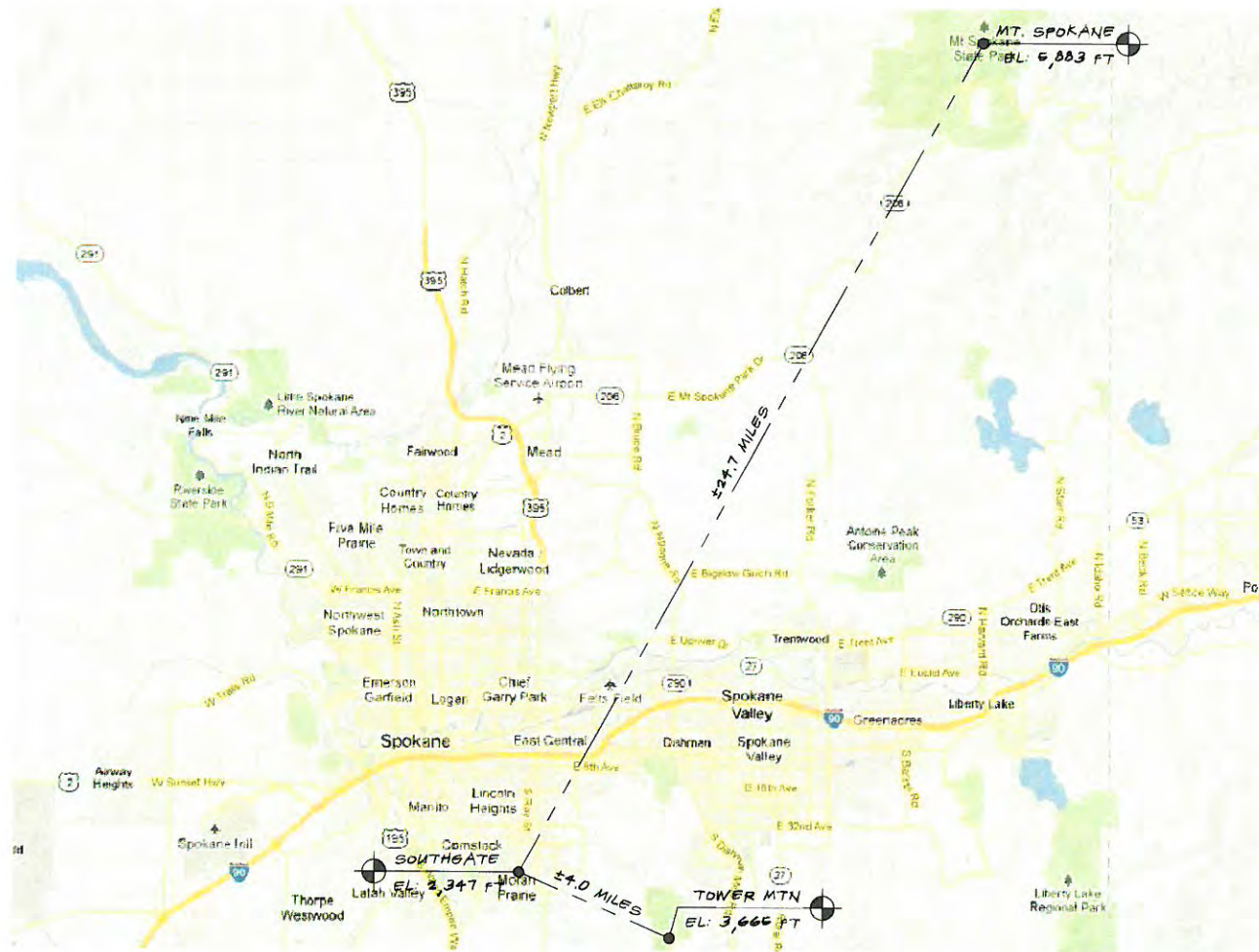
Urban Plaza in Conjunction With Retail: This location has the potential to include both rural and urban character. Its adjacency to playfields and open space at north and west would allow for activities associated with active sports. Its proximity to project development character would allow for similar materials, furniture, and character of streetscape to be used for continuity. Good to adequate views of distant landmarks.

Summary:

The Applicant's preferred location is Site 2 for the following reasons:

- Situated on parcel likely to be developed first.
- Provides amenity for the project as a "draw" and feature as well as having the retail uses "feed" the plaza and provide necessary activity and life to an urban plaza.
- Visibility from key intersection provides security, sense of place, and an iconic element for the District.
- Most easily funded as part of first development project in District.

Part C/Solution: Viewscape



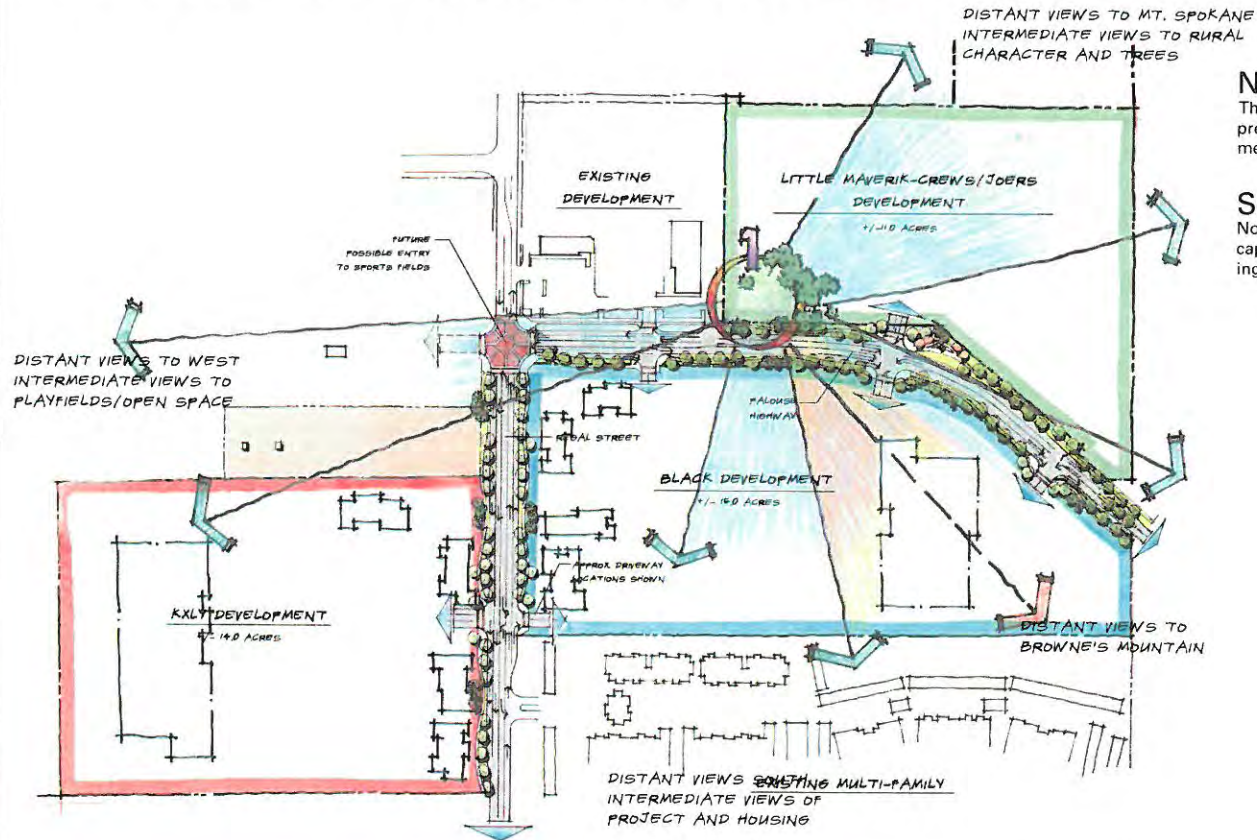
Narrative:

This map illustrates the relationship between the identified viewscape points of Mt. Spokane and Browne's/Tower Mountain both in distance and elevation.

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Part C/Solution: Viewscape - Plaza Location Option 1



Narrative:

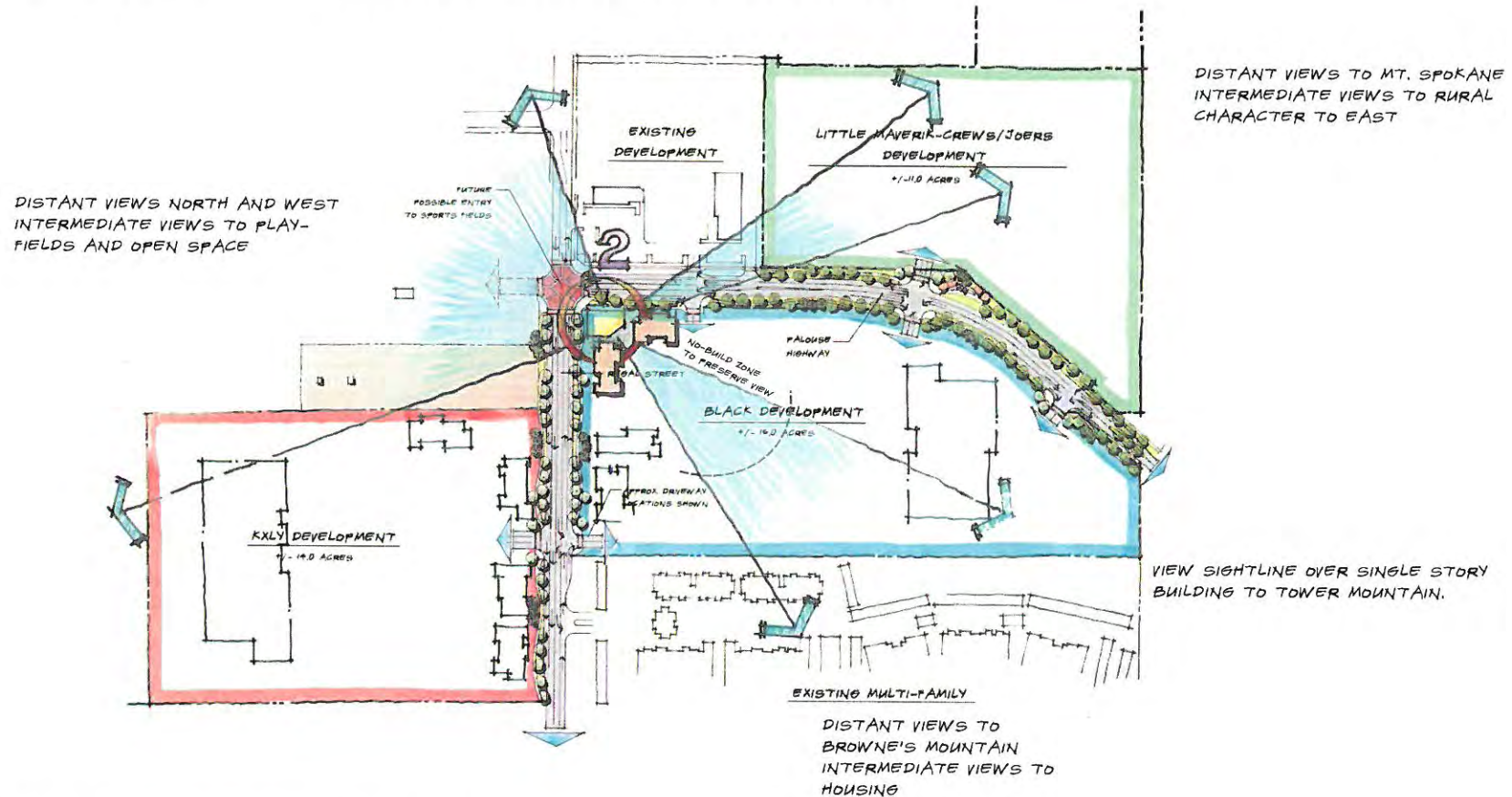
The three potential Community Plaza locations were evaluated for view preservation and each site offered advantages and disadvantages when measured against each other.

Summary:

None of the three potential locations had a significantly better viewscape than the others and the viewscape criterion was natural in selecting the preferred Community Plaza location.

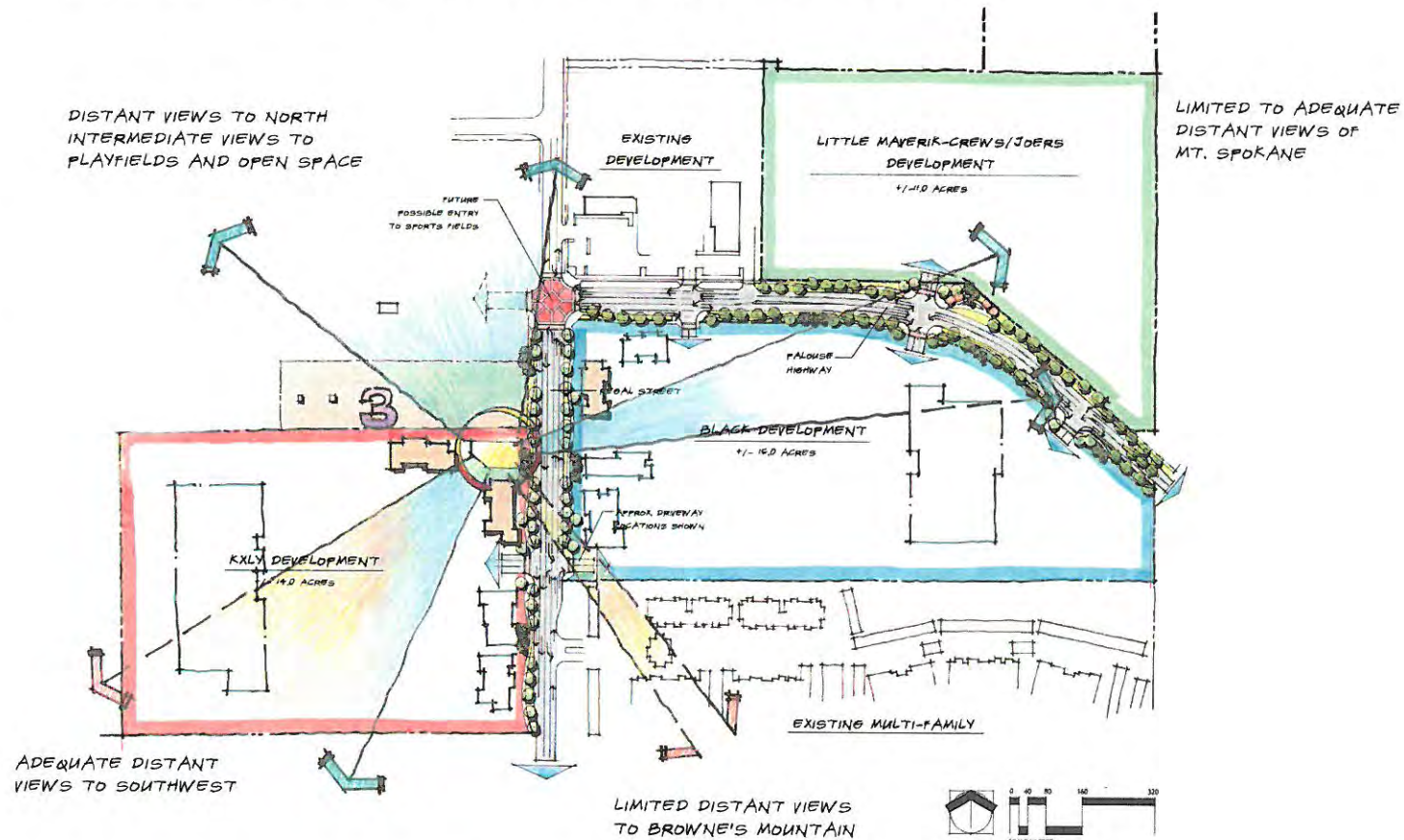
NOTE: Access points and street development as shown are conceptual only.

Part C/Solution: Viewscape - Plaza Location Option 2



NOTE: Access points and street development as shown are conceptual only.

Part C/Solution: Viewscape - Plaza Location Option 3

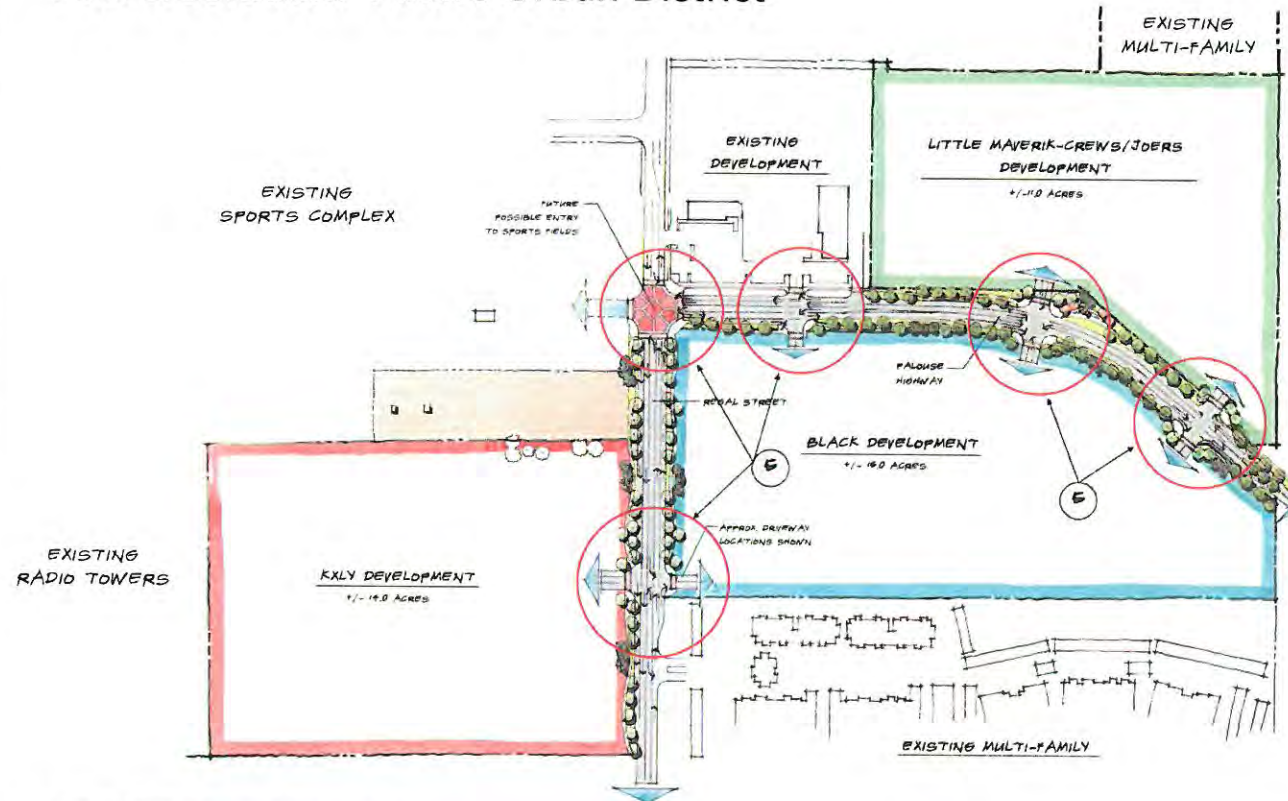


NOTE: Access points and street development as shown are conceptual only.

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Part C/Solution: Future Urban District



DEVELOPMENT AGREEMENT REQUIREMENT:

5.6 Long-Term Development of Urban District. The intent of the parties is to design and develop urban features that will facilitate integration of the Property (and surrounding area) into an urban district with a unified character that promotes pedestrian and vehicular circulation, without conflict, encourages opportunities for mixed-use development and enhances the

natural and built aesthetics in the area. In order to enhance connectivity and facilitate future urban development, driveways through the property shall be designed, wherever possible, to facilitate connections to the properties identified in Recital D, above. Curbing shall be used to define the parking lot area, such as perimeter curbing and main drive aisles. Driveway entrance(s) and interior landscaping features will also be curbed.

Narrative:

Transition to an Urban District will likely occur as population density increases, land costs go up, the availability of commercial property diminishes, and a cultural transition occurs that makes projects combining retail, office and/or housing viable in the Spokane Marketplace. All of these necessary precedents are beyond the Applicant's control.

Both the Neighborhood and Applicants acknowledge that as a District Center this location is well-suited when the right combination of social and economic circumstances make it attractive.

To preserve the opportunity for a successful transition to an Urban District, the following strategies are a part of the planning process:

- Development must encourage buildings built to the streets and should support future infill development as market demands.
- Where practical, locate buildings towards the streetscape and provide storefront orientation to both the interior parking area and the streetscape.
- Quality "four-sided" architecture of all elevations and a preference for multi-story and mixed use buildings shall be implemented where practical, considering the need for utilitarian equipment such as meters, loading docks, etc.
- Preserve future building pad locations along the street and do not locate necessary infrastructure in these areas.
- Pedestrian circulation within the site shall be high quality and include urban amenities whenever practical.
- Urban plaza(s) shall provide for a quality urban experience. A transit-oriented stop is envisioned immediately south of the mid-parcel entrance to the Black property. Design of the transit stop shall include architecture components complementary with the adjacent building and may be incorporated in the building's envelope if desired. All plaza(s) will connect to the pedestrian systems along Regal and be designed for integration with the site development.
- Locate proposed driveways to align across Regal and Palouse to allow driveways to transition to future urban-style intersections; locate appropriately to provide urban-scale blocks.
- Plan street improvements to allow future on-street parking while protecting urban-scale sidewalks, streetscape and storefronts.
- Keyed Note 5 shows preferred locations for four-way driveway intersections to simulate urban scale blocks.



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z1500085COMP

PROPONENT: QueenB Radio, Inc.

DESCRIPTION OF PROPOSAL: The applicant is requesting to change the land use of a single 1.9 acre property from "Open Space" to "Centers and Corridors Core." If the requested Comprehensive Plan amendment is approved, the zoning would be changed from "Residential Single Family" to "CC2-District Center." No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The subject site is one property located at 2651 E 49th Avenue, on South Regal Street, southwest of the intersection of South Regal Street and the Palouse Highway (Parcel 34041.0038). Legal Description: South 150 feet of the east 600 feet of government lot 8 in the NE1/4 of Section 4, T24N, R43E, Willamette Meridian, excepting the road.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 13, 2016, if they are intended to alter the DNS.

Responsible Official: Lisa D. Key

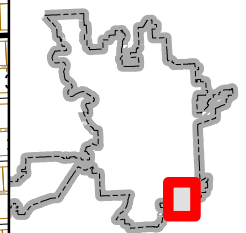
Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

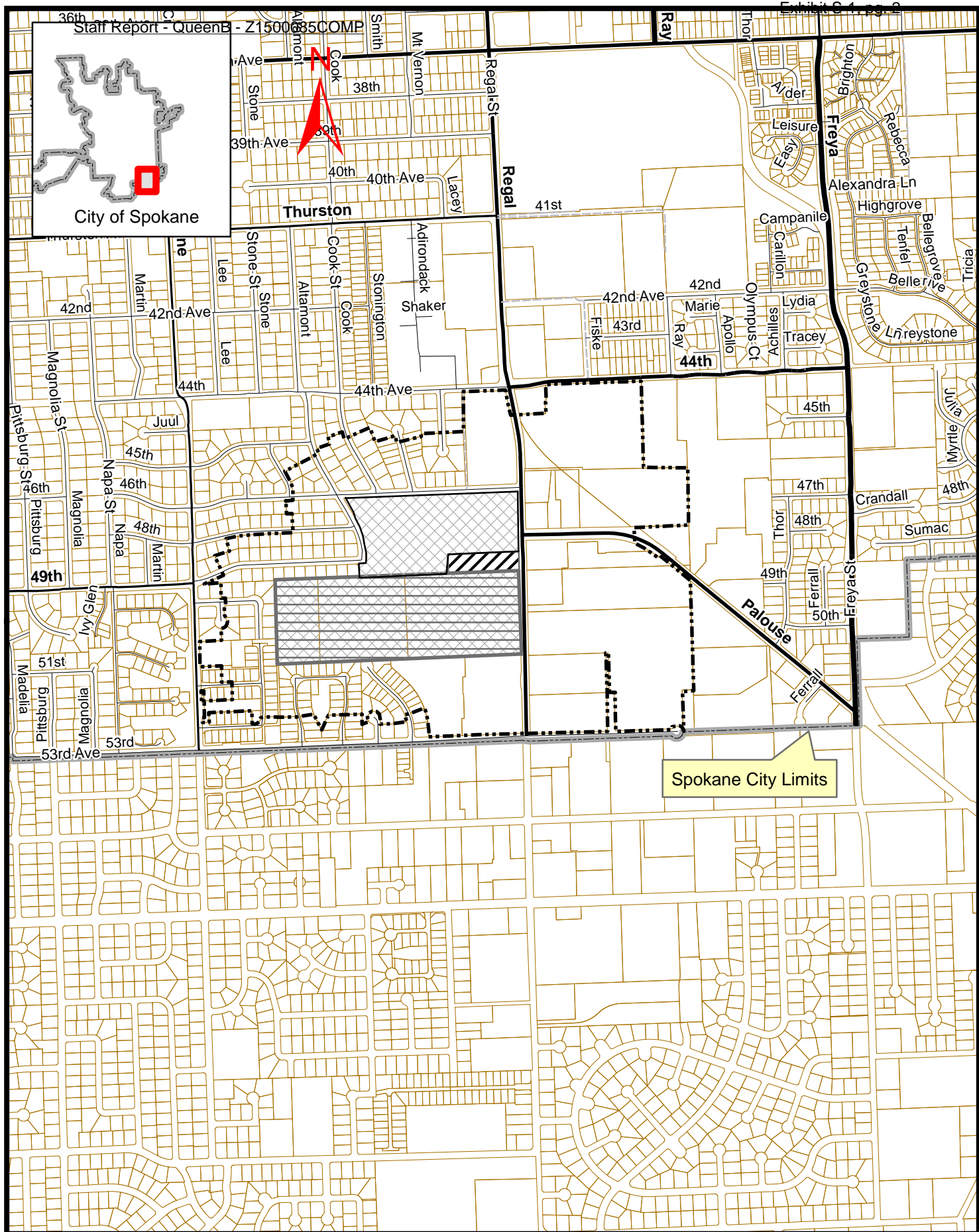
Date Issued: August 23, 2016 **Signature:** 

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is 5 p.m. on September 13, 2016 (21 days from the date of the signing of this MDNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

Staff Report - Queen B - Z150085COMP



City of Spokane



Legend

- Parcels
- Notification district
- Project Site
- Queen B Radio ownership
- City of Spokane ownership

APPLICANT: Queen B Radio Inc.
PROPOSAL: Proposed Comprehensive Land Amendment from Residential 4-10 to Center and Corridor Core-District Center (CC2-DC)

Prepared by: WTC
Date prepared: 11/09/15
QC'd by:
Date QC'd:

NW 1/4 03-24-43; NE 1/4 04-24-43

City of Spokane Comprehensive Plan - Selected Goals/Policies

For Discussion Purposes, these have been excerpted from the Comp Plan. For full copy of City of Spokane Comprehensive Plan go to: my.spokanecity.org/services/

From Chapter 3, Land Use:

LU 1 CITYWIDE LAND USE

Goal: *Offer a harmonious blend of opportunities for living, working, recreation, education, shopping, and cultural activities by protecting natural amenities, providing coordinated, efficient, and cost effective public facilities and utility services, carefully managing both residential and nonresidential development and design, and proactively reinforcing downtown Spokane's role as the urban center.*

Policy:

LU 1.3 Single-Family Residential Areas

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated centers and corridors.

Discussion: The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and corridors provide opportunities for complementary types of development and a greater diversity of residential densities.

Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

LU 1.12 Public Facilities and Services

Ensure that public facilities and services systems are adequate to accommodate proposed development before permitting development to occur.

Discussion: Chapter 5, Capital Facilities and Utilities, ensures that necessary public facilities and services are available at the time a development is ready for occupancy without decreasing current service levels below locally established minimum standards.

The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public sewer, public water, solid waste disposal and recycling, transportation, and schools.

When development or redevelopment occurs, it is also important that adequate provision is made for stormwater drainage facilities, paved streets, sidewalks, street lighting, traffic and access control, circulation, off-street parking and loading facilities, transit, bicycle and pedestrian facilities, and other public improvements made necessary by individual developments.

LU 3 EFFICIENT LAND USE

Goal: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

Policy:**LU 3.1 Coordinated and Efficient Land Use**

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and focused growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The centers and corridors designated on the land use plan map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

LU 3.2 Centers and Corridors

Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.

Discussion: Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process.

Neighborhood Center

Neighborhood centers designated on the Land Use Plan map have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people living outside the surrounding neighborhood and should be allowed only along principal arterials and be subject to size limitations and design guidelines. Uses such as a day care center, a church, or a school may also be found in the neighborhood center.

Businesses in the neighborhood center are provided support by including housing over ground floor retail and office uses. The most dense housing should be focused in and around the neighborhood center. Density is high enough to enable frequent transit service to a neighborhood center and to sustain neighborhood businesses. Housing density should decrease as the distance from the neighborhood center increases. Urban design guidelines of the Comprehensive Plan or a neighborhood plan are used to guide architectural and site design to promote compatible, mixed land uses, and to promote land use compatibility with adjoining neighborhoods.

Buildings in the neighborhood center are oriented to the street. This encourages walking by providing easy pedestrian connections, by bringing activities and visually interesting features closer to the street, and by providing safety through watchful eyes and activity day and night. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings as a rule.

To promote social interaction and provide a focal point for the center, a central gathering place, such as a civic green, square, or park, should be provided. To identify the center as the major activity area of the

neighborhood, it is important to encourage buildings in the core area of the neighborhood center to be taller. Buildings up to three stories are encouraged in this area. Attention is given to the design of the circulation system so pedestrian access between residential areas and the neighborhood center is provided. To be successful, centers need to be integrated with transit. Transit stops should be conveniently located near commercial and higher density residential uses, where transit service is most viable.

The size and composition of neighborhood centers, including recreation areas, vary by neighborhood, depending upon location, access, neighborhood character, local desires, and market opportunities. Neighborhood centers should be separated by at least one mile (street distance) or as necessary to provide economic viability. As a general rule, the amount of commercial space and percent devoted to office and retail should be proportional to the number of housing units in the neighborhood. The size of individual commercial business buildings should be limited to assure that the business is truly neighborhood serving. The size of the neighborhood center, including the higher density housing surrounding the center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the neighborhood center and may be up to 22 units per acre at the perimeter.

District Center

District centers are designated on the land use plan map. They are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.

As with a neighborhood center, buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller. Buildings up to five stories are encouraged in this area.

The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.

Employment Center

Employment centers have the same mix of uses and general character features as neighborhood and district centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the center or on land immediately adjacent to the center.

Employment centers vary in size from 30 to 50 square blocks plus associated employment areas.

The residential density in the core area of the employment center may be up to 44 dwelling units per acre. Surrounding the center are medium density transition areas at up to 22 dwelling units per acre.

Corridors

Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor.

Within a corridor, there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the corridor. A variety of housing styles, apartments, condominiums, rowhouses, and houses on smaller lots are allowed. A full range of retail services, including grocery stores serving several neighborhoods, theaters, restaurants, dry-cleaners, hardware stores, and specialty shops are also allowed.

Low intensity, auto-dependent uses (e.g., lumber yards, automobile dealers, and nurseries) are prohibited.

Corridors provide enhanced connections to other centers, corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, attractive landscaping, benches, and frequent transit stops. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings whenever possible.

Regional Center

Downtown Spokane is the regional center, containing the highest density and intensity of land use. It is the primary economic and cultural center of the region. Emphasis is on providing more housing opportunities and neighborhood services for downtown residents, in addition to enhancing economic, cultural, and social opportunities for the city and region.

LU 3.3 Planned Neighborhood Centers

Designate new centers or corridors in appropriate locations on the land use plan map through a neighborhood planning process.

Discussion: The comprehensive plan recognizes that centers and corridors are the most appropriate venue for the location of commercial and higher density residential uses. In some areas of the city, there may be a need to establish a center or corridor. The exact location, boundaries, size, and mix of land uses in a potential neighborhood center should be determined through the neighborhood planning process. This process may be initiated by the city at the request of a neighborhood or private interest. Objective criteria should include:

- existing and planned density;
- amount of commercial land needed to serve the neighborhood;
- transportation investments and access including public transit; and
- other characteristics of a neighborhood center as provided in this plan, or as further refined.

LU 3.4 Planning for Centers and Corridors

Utilize basic criteria for growth planning estimates and, subsequently, growth targets for centers, and corridors.

Discussion: Growth planning estimates and growth targets for centers and corridors should be based on:

- availability of infrastructure;
- public amenities and related facilities and services capacity for residential and commercial development;
- existing and proposed residential densities and development conditions;

- accessibility of transit; and,
- density goals for centers and corridors.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: Neighborhood, District, and Employment Centers are designated on the land use plan maps in areas that are substantially developed. New uses in centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All centers are mixed-use areas. Some existing uses in designated centers may fit with the center concept; others may not. Planning for centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a center should seek to achieve the following minimum requirements:

TABLE LU 1 MIX OF USES IN CENTERS		
Use	Neighborhood Center	District and Employment Center
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher Density Housing	40 percent	20 percent
Note: All percentage ranges are based on site area, rather than square footage of building area.		

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses.

The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

LU 3.6 Neighborhood Centers

Designate the following seven locations as neighborhood centers on the land use plan map.

- Indian Trail and Barnes;
- South Perry;
- Grand Boulevard/12th to 14th;
- Garland;
- West Broadway;
- Lincoln and Nevada;
- Fort George Wright Drive and Government Way.

LU 4 TRANSPORTATION

Goal: *Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.*

Policy:

LU 4.1 Land Use and Transportation

Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the transportation chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

Discussion: The GMA recognizes the relationship between land use and transportation. It requires a transportation element that implements, and is consistent with, the land use element. The transportation element must forecast future traffic and provide information on the location, timing, and capacity needs of future growth. It must also identify funding to meet the identified needs. If probable funding falls short of needs, the GMA requires the land use element to be reassessed to ensure that needs are met.

LU 5 DEVELOPMENT CHARACTER

Goal: *Promote development in a manner that is attractive, complementary, and compatible with other land uses.*

Policy:

LU 5.1 Built and Natural Environment

Ensure that developments are sensitive to and provide adequate impact mitigation so that they maintain and enhance the quality of the built and natural environment (e.g., air and water quality, noise, traffic congestion, and public utilities and services).

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

[From Chapter 4, Transportation:](#)

TR 3 TRANSPORTATION AND LAND USE

Goal: *Recognize the key relationship between the places where people live, work, and shop and their need to have access to these places; use this relationship to promote land use patterns, transportation facilities, and other urban features that advance Spokane's quality of life.*

Policy:

TR 3.2 Reduced Distances to Neighborhood Services

Provide a variety of services within neighborhoods that are convenient to and meet the needs of neighborhood residents, decreasing the need for driving.

Discussion: Providing a variety of services within neighborhoods decreases the distances needed to travel to meet daily needs, making opportunities for walking and bicycling more feasible. The services are intended to serve the daily needs of neighborhood residents, not to draw people from outside the neighborhood. Furthermore, the design of the buildings housing these services must be compatible with the neighborhood.

TR 3.3 Walking and Bicycling-Oriented Neighborhood Centers

Incorporate physical features in neighborhood centers to promote walking, bicycling, and other non-motorized modes of transportation to and within the centers, reducing the need for driving.

Discussion: This policy, though similar to TR 2.1, “Physical Features,” is included to ensure that the neighborhood services desired in TR 3.2, “Reduced Distances to Neighborhood Services,” are walking and bicycling oriented. Development that requires driving to the development and from place to place within the development should be avoided.

TR 3.5 Healthy Commercial Centers

Maintain healthy commercial centers within the city that satisfy the shopping and service needs of residents to reduce the amount of driving, utilize existing transportation infrastructure and services, and maintain the city’s commercial tax base.

Discussion: Maintaining healthy commercial centers within the city has several advantages for city residents:

- They can choose to travel shorter distances.
- They have more options for how to travel.
- Existing transportation services and infrastructure can be utilized.
- Profitable commercial centers contribute to the city’s tax base.
- It increases community pride.

Ideas for creating such centers include:

- Incorporating housing as part of the center.
- Providing housing in a variety of forms, such as in second and third stories of buildings, loft-style housing, and townhouses.
- Reducing costs of some City of Spokane services and utilities, such as trash pick-up.
- Pursuing public/private partnerships to save historic buildings and adapt to new uses.

From Chapter 5, Capital Facilities & Utilities:

CFU 2 CONCURRENCY

Goal: Ensure that those public facilities and services necessary to support development are adequate to serve the development and available when the service demands of development occur without decreasing current service levels below locally established minimum standards.

Policy CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries.

It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made either from the public or the private sector. Public commitments are documented through the Capital Facilities Program and the relevant Six-Year Capital Improvement Plans.

If there is no public commitment to provide needed resources, the development could still proceed if the developer assumes responsibility for provision of all needed facilities and services, either through actual provision of the facility or service, or appropriate financial assurances that facilities and services will be provided in a timely manner. In this case, the City of Spokane may enter into an agreement with the developer for repayment through latecomer fees, special connection fees, or other payments earmarked for or pro-ratable to the particular system improvement.

CFU 4 SERVICE PROVISION

Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.

Policy

CFU 4.1 Compact Development

Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.

Discussion: Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain. However, it may also be necessary to periodically include upgrades in the Six-Year Capital Improvement Plans if sufficient capacity is not currently available to support intensification of development in target areas.

CFU 6 MULTIPLE OBJECTIVES

Goal: Use capital facilities and utilities to support multiple interests and purposes.

Policy

CFU 6.1 Community Revitalization

Provide capital facilities and utility services strategically in order to encourage and support the development of Centers and Corridors, especially in older parts of the city.

Discussion: Public investment often needs to be the first step toward revitalization of a community. Once the public sector takes steps to rehabilitate and improve dilapidated and deteriorated areas of the city, this inspires the confidence that encourages private investment to follow.

While Six-Year Capital Improvement Plans must cover maintenance and repair of existing facilities, projects that expand facilities and services must be done with land use objectives in mind in recognition of the key link between service levels and development. In the past, of capital infrastructure facilities (roads, sewers, water lines, and parks) at the edge of the city limits and beyond has facilitated sprawl and accommodated its impacts. This practice in turn drained away resources needed to meet the service requirements of the inner city

neighborhoods. A good rule of thumb for the future is to spend a higher than proportionate share of all capital dollars in central city neighborhoods in order to bring infrastructure back into the older parts of the city where the need for revitalization is greatest. In this way, the economic viability and desirability of the city center can be restored, creating a cycle of enhancement that sustainable.

From Chapter 7, Economic Development:

ED 3 Strong, Diverse, and Sustainable Economy

Goal: *Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.*

Policy

ED 3.5 Locally-Owned Businesses

Support opportunities to expand and increase the number of locally-owned businesses in Spokane.

Discussion: Locally-owned businesses help to provide economic stability and a positive business environment by reducing the flow of capital from the area. Locally-owned industries tend to have a stake in the community, leading to more involved corporate citizenship. The greater activism of locally-owned businesses is particularly important to the city, especially in an era of diminishing government revenues, when the private sector is more willing to address public problems. Both the public and private sectors should be encouraged to support locally owned businesses in their bid and purchase process. The city should explore mechanisms to promote local business in public projects such as the addition of bonus points for local ownership in proposal evaluation criteria.

ED 6 INFRASTRUCTURE

Goal: *Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center.*

Policy

ED 6.1 Infrastructure Utilization

Locate development where infrastructure capacity already exists before extending infrastructure into new areas.

Discussion: In most cases, extending water, sewer, and roads to new areas of development is more expensive than building in developed areas served by the existing infrastructure.

From Chapter 8, Urban Design & Historic Preservation:

DP 1 PRIDE AND IDENTITY

Goal: *Enhance and improve Spokane's visual identity and community pride while striving to maintain its visual diversity.*

Policy

DP 1.4 New Development in Established Neighborhoods

Ensure that new development is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

Discussion: While compatibility is more of an issue in established neighborhoods, new development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood.

DP 3 FUNCTION AND APPEARANCE

Goal: *Use design to improve how development relates to and functions within its surrounding environment.*

Policy

DP 3.8 Infill Development

Ensure that infill construction and area redevelopment are done in a manner that reinforces the established neighborhood character and is architecturally compatible with the surrounding existing commercial and residential areas.

Discussion: Infill construction can represent a benefit to the community that does not necessitate an expansion of the infrastructure when done in a manner that does not detract from the area.

Flexible design standards enable infill development that is architecturally compatible with the context of the proposed area by permitting higher intensity activities without detracting from the existing character of the area.

From Chapter 11 – Neighborhoods:

N 8 NEIGHBORHOOD PLANNING PROCESS

Goal: *Ensure a sense of identity and belonging for neighborhoods throughout the city and the city's Urban Growth Area by developing a neighborhood planning process that is all-inclusive, maintains the integrity of neighborhoods, implements the comprehensive plan, and empowers neighborhoods in their decision-making.*

Policy

N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

Discussion: The “framework” comprehensive plan guides all aspects of the city's growth and development for the next twenty years. The plan provides the overall scheme of city development: the major land uses, transportation systems, parks, recreation, and open spaces, and centers of shopping and employment. The comprehensive plan establishes the framework for all other planning activities and documents.

It is recognized that in some cases neighborhood planning may result in recommended changes to the comprehensive plan. Comprehensive Plan changes will be reviewed and decided upon once each year.

(end)

<input checked="" type="checkbox"/>	ORD C-34256
<input type="checkbox"/>	ORD C-34257
<input type="checkbox"/>	ORD C-34261

NOTE to FILE

The effective date for this ordinance will be upon Council passage of the development agreement.

RECEIVED

MAY 21 2008

Exhibit S-3, pg. 2

AgSht05.20.2008

CITY OF SPOKANE

**AGENDA SHEET FOR COUNCIL MEETING OF: June 2, 2008**CITY CLERK'S OFFICE
SPOKANE, WA

Submitting Dept.

Contact Person/Phone No.

Council Sponsor

Planning Services Department

Tami Palmquist 625-6157

Al French

ADMINISTRATIVE SESSION

- ☐ Contract
- ☐ Report
- ☐ Claims

LEGISLATIVE SESSION

- ☐ Emergency Ord
- ☐ Resolution
- ☐ Final Reading Ord
- ☒ First Reading Ord
- ☐ Special Consideration
- ☒ Hearing: 6-9-08
- ☐ Public Safety
- ☐ Public Works

CITY PRIORITY

- ☐ Communications
- ☐ Economic Development
- ☒ Growth Management
- ☐ Human Services
- ☐ Neighborhoods
- ☐ Public Safety
- ☐ Quality Service Delivery
- ☐ Racial Equity/Cultural Diversity
- ☐ Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

STANDING COMMITTEES

(Date of Notification)

☐ Finance☐ Neighborhoods☒ Planning/Community & Econ Dev: 12-3-07 & 3-3-08

Neighborhood/Commission/Committee Notified:
Plan Commission workshops: 3-14, 5-23, 6-13, 6-27, 8-8, and 8-22-07; Plan Commission Public Hearing: 12-12-07 and 1-9-08; Deliberations: 1-23-08 and 2-13-08
Action Taken: Recommend denial

AGENDA**WORDING:**

(If contract, include the term.)

An Ordinance amending the Spokane Comprehensive Plan Land Use Map For Application #Z2005-113-LU amending the Land Use Plan Map of the City's Comprehensive Plan from "RESIDENTIAL 4-10" AND "Residential 15-30" to "CC CORE - DISTRICT CENTER" for two parcels located at 4901 South Regal Street.

BACKGROUND:

(Attach additional sheet if necessary)

Nine applications are being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. This is one of three applications that are proposing a District Center designation. Changes to CC Core have historically been approved through neighborhood/center planning processes. This area has not been through a planning process and has not had the resources available to complete a planning process. The applicant was left with no alternative but to use the annual Comprehensive Plan Amendment Process to request the desired Land Use designation. This is one of two amendments that have been held over from the 2006 cycle because of additional analysis and review. Five amendments have been held over from the 2007 cycle in order to consider them concurrently with the two 2008 amendments. All nine of the applicant's proposals are consistent with Comprehensive Plan policy, and the applicants have fulfilled the public participation and notification requirements. Plan Commission has held their Public Hearings on the amendments and recommended approval of four Land Use Map amendments and denial of five Land Use amendments.

RECOMMENDATION: PASS**Fiscal Impact:** ☐ N/A**Budget Account:** ☐ N/A☐ Expenditure: \$

#

☐ Revenue: \$

#

☒ Budget Neutral**ATTACHMENTS:** Include in Packets:

Ordinance, Plan Commission Findings & Conclusions, Staff Report, (Department Comments, SEPA Determination, Public Comments) ON FILE

On file for Review in Office of City Clerk: MJP

SIGNATURES:

Leroy Eadie
Department Head

Terry Sanders
Division Director

Marlene K. Somme
Finance

[Signature]
Legal

[Signature]
Chief Operating Officer for Mayor

Alexander J. Shogren
Council President

DISTRIBUTION:

Mike Ekins, Plan Commission Chair

Pat Hall, Planning Services

Marla French, Planning Services

James Richman, Legal Dept

Tami Palmquist, Planning Services

Leroy Eadie, Planning Services

COUNCIL ACTION:

ABOVE ORDINANCE WAS HELD ON
June 2, 2008
AND FURTHER ACTION WAS DEFERRED
[Signature]
CITY CLERK

June 9, 2008: See Council
Action memo dated 6/16/08.

C34 256

*See Council Action Memorandum dated July 7, 2008 for Council Action on June 30, 2008

PASSED BY
SPOKANE CITY COUNCIL:

JUN 30 2008

[Signature]
CITY CLERK

C34 256

ORDINANCE NO. C-34256

AN ORDINANCE RELATING TO APPLICATION #Z2005-113-LU AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" AND "RESIDENTIAL 15-30" TO "CC CORE DISTRICT CENTER" (AND AMENDING THE ZONING MAP TO CC2-DC) FOR TWO PARCELS LOCATED AT 4901 SOUTH REGAL STREET.

WHEREAS, under the Growth Management Act, the City Council may generally consider proposed amendments or revisions of the City's comprehensive plan no more frequently than once every year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect; and

WHEREAS, land use amendment applications Z2007-073-LU and Z2007-075-LU were submitted by the October 31, 2007 deadline for Plan Commission review during the 2008 amendment cycle. Land use amendment applications Z2006-067-LU, Z2006-074-LU, Z2006-075-LU, Z2006-083-LU, Z2006-084-LU were carried over from the 2007 amendment cycle, and applications Z2005-113-LU and Z2005-114-LU were carried over from the 2006 amendment cycle (collectively the "Comprehensive Plan Amendment Applications"); and

WHEREAS, application #Z2005-113-LU related to property located at 4901 South Regal Street, on contiguous parcel numbers 34032.0004 & 34032.9106 (the "Property"); and

WHEREAS, application #Z2005-113-LU seeks to amend the Land Use Map of the City's Comprehensive Plan from "Residential 4-10" and "Residential 15-30" to "CC Core - District Center" with a corresponding adjustment to the City's zoning map to CC2-DC (the "Subject Application"); and

WHEREAS, Staff requested comments from agencies and departments on December 13, 2005, and a 30-day public comment period ran from February 16, 2007 to March 16, 2007; and

WHEREAS, the Washington State Department of Community Trade and Economic Development (CTED) and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on November 21, 2007; and

WHEREAS, the Spokane City Plan Commission held workshops to study the Comprehensive Plan Amendment Applications on March 14, 2007, May 23, 2007, June 13, 2007, June 27, 2007, August 8, 2007 and August 22, 2007; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were released on August 16, 2007 for the Comprehensive Plan Amendment Applications ("MDNS"). The public comment period for the SEPA determination ended on August 31, 2007; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the December 12, 2007 Plan Commission Public Hearing was published in the Spokesman-Review on Wednesday, November 28, 2007. Notice of the January 9, 2008 Plan Commission Public Hearing was published in the Spokesman-Review on Wednesday, December 26, 2007; and

WHEREAS, notice was posted on the Property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on November 26, 2007, and December 26, 2007; and

WHEREAS, the staff report prepared by the City Planning Services Department found that the Subject Application met all the criteria and recommended approval of the Application; and

WHEREAS, the Spokane Plan Commission conducted public hearings on December 12, 2007 and January 9, 2008, and deliberated on January 23, 2008 and February 13, 2008, for the Comprehensive Plan Amendment Applications, including the Subject Application; and

WHEREAS, the Plan Commission voted 5 to 3 to recommend denial of the Subject Application because, in the opinion of a majority of the Commission, the proposal should be addressed through a neighborhood planning process; and

WHEREAS, a minority of the Plan Commission prepared and submitted a report favoring approval of the Subject Application; and

WHEREAS, although the City's Comprehensive Plan indicates that the exact location, boundaries, size, and mix of land uses in a potential neighborhood center should be determined through the neighborhood planning process, it contemplates the City initiating the designation process at the request of private interests and leaves the details and further refinement of the neighborhood centers to the neighborhood planning process; and

WHEREAS, the City's Comprehensive Plan also distinguishes between neighborhood centers and centers of a more regional nature and does not subject district and regional centers to a neighborhood planning process; and

WHEREAS, even if the Comprehensive Plan did subject a district center to a neighborhood planning process, the Subject Application has been through a process that involved substantial neighborhood notification and participation process, satisfying the underlying intent of the neighborhood planning contemplated by the Comprehensive Plan and fully satisfying GMA's public notice and participation requirements; and

WHEREAS, the Comprehensive Plan is a guide and not a document designed for making specific land use decisions, conflicts concerning a proposed use are resolved in favor of more specific regulations; and

WHEREAS, the City's development regulations do not specifically require applicants for a CC CORE designation to proceed through a neighborhood planning process and instead indicate that in the absence of an existing neighborhood or center planning group, an applicant should meet with whatever representative neighborhood councils regarding a comprehensive plan amendment proposal; and

WHEREAS, the Southgate Neighborhood "neighborhood" and the "applicants" (Z2005-113 & 114-LU, Z2006-83-LU) have participated in a Design Workshop on June 6 & 7, 2008; two additional negotiation meetings, and participated in numerous phone calls and emails attempting to find points of agreement for this application; and

WHEREAS, approval of the Subject Application will create greater compatibility of approved land uses on the Property with neighboring land uses; and

WHEREAS, there is evidence in the record that the ratio of commercial to residential land uses in the vicinity of the Property is well below the City average resulting in residents in the vicinity traveling to other neighborhoods in the City for goods and services in conflict with the goals and policies of the Comprehensive Plan; and

WHEREAS, traffic analysis supplied by the applicant demonstrates that a disproportionate share of traffic originates in the vicinity of the Property and travels to and from other parts of the City for commercial purposes; and

WHEREAS, approval of the Subject Application is likely to reduce cross-city vehicle trips; and

WHEREAS, one of the Comprehensive Plan's transportation policies recognizes that the City should maintain "healthy commercial centers ... that satisfy the shopping and service needs of residents to reduce the amount of driving, utilize existing transportation infrastructure and services, and maintain the city's commercial tax base." Approval of the Amendment Application is consistent with this policy as it will reduce the amount of traffic during peak travel hours and maximize utilization of the existing transportation infrastructure; and

WHEREAS, the Subject Application is consistent with the land use goals of the Comprehensive Plan, which indicates that centers “are designated where the potential for center development exists.” This potential is evident from the existing and planned land uses, such as Shopko, The Village at Regal Pond, and Southgate Center, which already serve a customer base that goes beyond the immediate neighborhood. Indeed, the area’s District Center qualities were confirmed in the City’s 2001 comprehensive planning process; and

WHEREAS, for the foregoing reasons, the City Council disagrees with the Plan Commission and finds that the approval of the Subject Application is fully consistent with the goals and policies of the Growth Management and City’s Comprehensive Plan; and

WHEREAS, the Subject Application is consistent with the goals and purposes of the Growth Management Act; and

WHEREAS, the Subject Application is consistent with and implements the current version of the City’s Comprehensive Plan; and

WHEREAS, the City Council has considered the cumulative effects of the Comprehensive Plan Amendment Applications; and

WHEREAS, SEPA review has been completed on the Subject Application; and

WHEREAS, the Subject Application will not adversely affect the City’s ability to provide the full range of urban public facilities and services; and

WHEREAS, the Subject Application results in a net benefit to the general public by reducing the amount of traffic during peak travel hours and maximizing utilization of the existing transportation infrastructure; and

WHEREAS, the Subject Application will not have a significant adverse effect on the public; and

WHEREAS, the Subject Application is consistent with relevant legislative actions and/or changes to state and federal regulations; and

WHEREAS, approval of the Subject Application does not require amendment of the City’s current Comprehensive Plan and capital facilities program which anticipate adequate public infrastructure to maintain adopted levels of service; and

WHEREAS, to ensure internal consistency, approval of the Subject Application to amend the Land Use Map will warrant a corresponding adjustment to the City’s zoning map; and

WHEREAS, the Subject Application is consistent with the Countywide Planning Policies, the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional Transportation Improvement Plan, and official population growth forecasts; and

WHEREAS, the land use designation requested by the Subject Application conforms with the appropriate location criteria identified in the Comprehensive Plan; and

WHEREAS, the Property is suitable for the land use designation proposed in the Subject Application; and

WHEREAS, the map amendment requested in the Subject Application will implement applicable Comprehensive Plan policies better than the current map designation for the Property; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions and recommendations from the Planning Services Staff Report for the same purposes; and

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. _____ Application denied.
2. X Approval of Application. That Application # Z2005-113-LU is approved, subject to the condition that the applicants enter into a binding agreement implementing the voluntary transportation impact fees identified in the MDNS.
3. Amendment of Land Use Map. That the Spokane Comprehensive Plan Land Use Map be amended from "Residential 4-10" and "Residential 15-30" to "CC Core – District Center" for two parcels located at 4901 South Regal Street and that LU 3.7 in the Spokane Comprehensive Plan Land Use element is hereby amended to list "Southgate – Palouse and Regal" as a District Center.
4. Amendment of Zoning Map. That in order to implement the new land use designation the City of Spokane Zoning Map is amended with respect to the Property to CC2-DC.
5. Additional Approval Conditions. The approval granted by this Ordinance is conditioned upon the applicants entering into a binding development agreement with the City of Spokane consistent with the requirements of Chapter 36.70B RCW and Spokane Municipal Code Section 11.19.870, and sufficient to bind the applicants and applicants' successor and assigns with respect to development of the Property, addressing the following matters:

- A. Require dedicated pedestrian and bicycle connections within the subject properties and out into the existing neighborhood.
- B. Designate the area as a Storm Water Pilot Area to promote creative and innovative solutions within the Moran Prairie Special Drainage District. To that end, applicants shall participate in a regional multi-use (bike and pedestrian trails) distributed detention stormwater facility, commonly known as the Hazel's Creek Project.
- C. Require 10% preservation of all onsite native trees (Ponderosa Pine).
- D. Create a consistent design theme throughout the three sites.
- E. Designate a community plaza on one of the sites that serves as a central gathering place.
- F. Consider this immediate development opportunity as a first phase of a long-term vision for the neighborhood.
- G. Facilitate eventual evolution into an urban district, including opportunities for mixed use and increased pedestrian activity in the future.
- H. Accommodate large-format retail users subject to site planning strategies that enhance and enliven public spaces.
- I. Respect the regional viewscape.
- J. Prepare an integrated site plan as an outcome of the development agreement.
- K. Orient large-format retail with the narrow side toward the street and promote intervening retail between the larger store and the street.
- L. Allow one large format store up to a maximum of 105,000 square feet, except that a building of up to 135,000 square feet may be allowed per the terms of the development agreement. All other buildings will be limited to 60,000 square feet or less. All buildings and the integrated site plan shall be subject to the City of Spokane Design Review process, with a representative from the Southgate Neighborhood designated to participate with the Design Review Committee.
- M. All the design standards identified for the CC1 zone shall apply to this property in the document titled "Initial Design Standards and Guidelines for Centers and Corridors," as referenced in SMC 17C.122.060.
- N. A draft agreement shall be provided to the Southgate Neighborhood Council at least ten (10) calendar day prior to the public hearing on the development agreement.

6. Effective Date. This Ordinance shall become effective on the later of 30 days from passage by the City Council or the date of mutual execution of a development agreement between the City and the applicants addressing the terms set forth in Section 5 herein above.

7. Supplemental Findings. The Supplemental Findings and Conclusions attached hereto are hereby adopted.

Passed by the City Council June 30, 2008.

Joe Shogan
Joe Shogan, Council President

Attest: Leri Pfeiffer
City Clerk

Dated: _____

* MAYORAL DECISION to RETURN UN-SIGNED
Mary Verner, Mayor

Effective Date: _____

Approved as to form:

Jane
Assistant City Attorney





<u> </u>	ORD C-34256
<u> ✓ </u>	ORD C-34257
<u> </u>	ORD C-34261

NOTE to FILE

The effective date for this ordinance will be upon Council passage of the development agreement.

RECEIVED

Exhibit S-3, pg. 12

AgSht05.20.2008

CITY OF SPOKANE

CITY CLERK'S OFFICE

SPOKANE, WA

**AGENDA SHEET FOR COUNCIL MEETING OF: June 2, 2008**

Submitting Dept.

Contact Person/Phone No.

Council Sponsor

Planning Services Department

Tami Palmquist 625-6157

Al French

ADMINISTRATIVE SESSION

- ☐ Contract
- ☐ Report
- ☐ Claims

LEGISLATIVE SESSION

- ☐ Emergency Ord
- ☐ Resolution
- ☐ Final Reading Ord
- ☒ First Reading Ord
- ☐ Special Consideration
- ☒ Hearing: 6-9-08
- ☐ Public Safety
- ☐ Public Works

CITY PRIORITY

- ☐ Communications
- ☐ Economic Development
- ☒ Growth Management
- ☐ Human Services
- ☐ Neighborhoods
- ☐ Public Safety
- ☐ Quality Service Delivery
- ☐ Racial Equity/Cultural Diversity
- ☐ Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

STANDING COMMITTEES

(Date of Notification)

☐ Finance☐ Neighborhoods☒ Planning/Community & Econ Dev: 12-3-07 & 3-3-08

Neighborhood/Commission/Committee Notified:
 Plan Commission workshops: 3-14, 5-23, 6-13, 6-27, 8-8, and 8-22-07; Plan Commission Public Hearing: 12-12-07 and 1-9-08; Deliberations: 1-23-08 and 2-13-08
 Action Taken: Recommend denial

AGENDA**WORDING:**

(If contract, include the term.)

An Ordinance Amending the Spokane Comprehensive Plan Land Use Map For application #Z2005-114-LU Amending the Land Use plan Map of the City's Comprehensive Plan from "RESIDENTIAL 4-10" to "CC CORE - DISTRICT CENTER" for one parcel located at 5222 South Regal Street.

BACKGROUND:

(Attach additional sheet if necessary)

Nine applications are being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. This is one of three applications that is proposing a District Center designation. Changes to CC Core have historically been approved through neighborhood/center planning processes. This area has not been through a planning process and has not had the resources available to complete a planning process. The applicant was left with no alternative but to use the annual Comprehensive Plan Amendment Process to request the desired Land Use designation. This is one of two amendments that have been held over from the 2006 cycle because of additional analysis and review. Five amendments have been held over from the 2007 cycle in order to consider them concurrently with the two 2008 amendments. All nine of the applicant's proposals are consistent with Comprehensive Plan policy, and the applicants have fulfilled the public participation and notification requirements. Plan Commission has held their Public Hearings on the amendments and recommended approval of four Land Use Map amendments and denial of five Land Use amendments.

RECOMMENDATION:

POS

Fiscal Impact:☐ N/A**Budget Account:**☐ N/A☐ Expenditure: \$

#

☐ Revenue: \$

#

☒ Budget Neutral**ATTACHMENTS:** Include in Packets:

Ordinance, Plan Commission Findings & Conclusions, Staff Report (Department Comments, SEPA Determination, Public Comments - ON FILE)

On file for Review in Office of City Clerk: MOP

SIGNATURES:

Leroy Eadie by Karl
 Department Head

Teresa Sanders by Leroy Eadie
 Division Director

Marla French
 Finance

[Signature]
 Legal

[Signature]
 Chief Operating Officer for Mayor

Alexander J. Shogan, Jr.
 Council President

DISTRIBUTION:

Mike Ekins, Plan Commission Chair

Pat Hall, Planning Services

Marla French, Planning Services

James Richman, Legal Dept.

Tami Palmquist, Planning Services

Leroy Eadie, Planning Services

COUNCIL ACTION:

FIRST READING OF THE
 ABOVE ORDINANCE WAS HELD ON
June 2, 2008
 AND FURTHER ACTION WAS DEFERRED
[Signature]
 CITY CLERK

June 9, 2008: See Council Action
Memo dated 6/16/08.

S1i

C34257

*See Council Action Memorandum dated July 7, 2008 for Council Action on June 30, 2008

PASSED BY
 SPOKANE CITY COUNCIL:

JUN 30 2008

[Signature]
 CITY CLERK

C34257

ORDINANCE NO, C-34257

AN ORDINANCE RELATING TO APPLICATION #Z2005-114-LU AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "CC CORE – DISTRICT CENTER" (AND AMENDING THE ZONING MAP TO CC2-DC) FOR ONE PARCEL LOCATED AT 5222 SOUTH REGAL STREET.

WHEREAS, under the Growth Management Act, the City Council may generally consider proposed amendments or revisions of the City's comprehensive plan no more frequently than once every year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect; and

WHEREAS, land use amendment applications Z2007-073-LU and Z2007-075-LU were submitted by the October 31, 2007 deadline for Plan Commission review during the 2008 amendment cycle. Land use amendment applications Z2006-067-LU, Z2006-074-LU, Z2006-075-LU, Z2006-083-LU, Z2006-084-LU were carried over from the 2007 amendment cycle, and applications Z2005-113-LU and Z2005-114-LU were carried over from the 2006 amendment cycle (collectively the "Comprehensive Plan Amendment Applications"); and

WHEREAS, application #Z2005-114-LU relates to property located at 5222 South Regal Street, on parcel number 34041.9077 (the "Property"); and

WHEREAS, application #Z2005-114-LU seeks to amend the Land Use Map of the City's Comprehensive Plan from "Residential 4-10" to "CC Core – District Center" with a corresponding adjustment to the City's zoning map to CC2-DC (the "Subject Application"); and

WHEREAS, Staff requested comments from agencies and departments on December 13, 2005, and a 30-day public comment period ran from February 16, 2007 to March 16, 2007; and

WHEREAS, the Washington State Department of Community Trade and Economic Development (CTED) and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on November 21, 2007; and

WHEREAS, the Spokane City Plan Commission held workshops to study the Comprehensive Plan Amendment Applications on March 14, 2007, May 23, 2007, June 13, 2007, June 27, 2007, August 8, 2007 and August 22, 2007; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were released on August 16, 2007 for the Comprehensive Plan Amendment Applications ("MDNS"). The public comment period for the SEPA determination ended on August 31, 2007; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the December 12, 2007 Plan Commission Public Hearing was published in the Spokesman-Review on Wednesday, November 28, 2007. Notice of the January 9, 2008 Plan Commission Public Hearing was published in the Spokesman-Review on Wednesday, December 26, 2007; and

WHEREAS, notice was posted on the Property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on November 26, 2007, and December 26, 2007; and

WHEREAS, the staff report prepared by the City's Planning Services Department found that the Subject Application met all the criteria and recommended approval of the Application; and

WHEREAS, the Spokane Plan Commission conducted public hearings on December 12, 2007 and January 9, 2008, and deliberated on January 23, 2008 and February 13, 2008, for the Comprehensive Plan Amendment Applications, including the Subject Application; and

WHEREAS, the Plan Commission voted 5 to 3 to recommend denial of the Subject Application because, in the opinion of a majority of the Commission, the proposal should be addressed through a neighborhood planning process; and

WHEREAS, a minority of the Plan Commission prepared and submitted a report favoring approval of the Subject Application; and

WHEREAS, although the City's Comprehensive Plan indicates that the exact location, boundaries, size, and mix of land uses in a potential neighborhood center should be determined through the neighborhood planning process, it contemplates the City initiating the designation process at the request of private interests and leaves the details and further refinement of the neighborhood centers to the neighborhood planning process; and

WHEREAS, the City's Comprehensive Plan also distinguishes between neighborhood centers and centers of a more regional nature and does not subject district and regional centers to a neighborhood planning process; and

WHEREAS, even if the Comprehensive Plan did subject a district center to a neighborhood planning process, the Subject Application has been through a process that involved substantial neighborhood notification and participation process, satisfying the underlying intent of the neighborhood planning contemplated by the Comprehensive Plan and fully satisfying GMA's public notice and participation requirements; and

WHEREAS, the Comprehensive Plan is a guide and not a document designed for making specific land use decisions, conflicts concerning a proposed use are resolved in favor of more specific regulations; and

WHEREAS, the City's development regulations do not specifically require applicants for a CC CORE designation to proceed through a neighborhood planning process and instead indicate that in the absence of an existing neighborhood or center planning group, an applicant should meet with whatever representative neighborhood councils regarding a comprehensive plan amendment proposal; and

WHEREAS, the Southgate Neighborhood "neighborhood" and the "applicants" (Z2005-113 & 114-LU, Z2006-83-LU) have participated in a Design Workshop on June 6 & 7, 2008; two additional negotiation meetings, and participated in numerous phone calls and emails attempting to find points of agreement for this application; and

WHEREAS, approval of the Subject Application will create greater compatibility of approved land uses on the Property with neighboring land uses; and

WHEREAS, there is evidence in the record that the ratio of commercial to residential land uses in the vicinity of the Property is well below the City average resulting in residents in the vicinity traveling to other neighborhoods in the City for goods and services in conflict with the goals and policies of the Comprehensive Plan; and

WHEREAS, traffic analysis supplied by the applicant demonstrates that a disproportionate share of traffic originates in the vicinity of the Property and travels to and from other parts of the City for commercial purposes; and

WHEREAS, approval of the Subject Application is likely to reduce cross-city vehicle trips; and

WHEREAS, one of the Comprehensive Plan's transportation policies recognizes that the City should maintain "healthy commercial centers ... that satisfy the shopping and service needs of residents to reduce the amount of driving, utilize existing transportation infrastructure and services, and maintain the city's commercial tax base." Approval of the Amendment Application is consistent with this policy as it will reduce the amount of traffic during peak travel hours and maximize utilization of the existing transportation infrastructure; and

WHEREAS, the Subject Application is consistent with the land use goals of the Comprehensive Plan, which indicates that centers “are designated where the potential for center development exists.” This potential is evident from the existing and planned land uses, such as Shopko, The Village at Regal Pond, and Southgate Center, which already serve a customer base that goes beyond the immediate neighborhood. Indeed, the area’s District Center qualities were confirmed in the City’s 2001 comprehensive planning process; and

WHEREAS, for the foregoing reasons, the City Council disagrees with the Plan Commission and finds that the approval of the Subject Application is fully consistent with the goals and policies of the Growth Management and City’s Comprehensive Plan; and

WHEREAS, the Subject Application is consistent with the goals and purposes of the Growth Management Act; and

WHEREAS, the Subject Application is consistent with and implements the current version of the City’s Comprehensive Plan; and

WHEREAS, the City Council has considered the cumulative effects of the Comprehensive Plan Amendment Applications; and

WHEREAS, SEPA review has been completed on the Subject Application; and

WHEREAS, the Subject Application will not adversely affect the City’s ability to provide the full range of urban public facilities and services; and

WHEREAS, the Subject Application results in a net benefit to the general public by reducing the amount of traffic during peak travel hours and maximizing utilization of the existing transportation infrastructure; and

WHEREAS, the Subject Application will not have a significant adverse effect on the public; and

WHEREAS, the Subject Application is consistent with relevant legislative actions and/or changes to state and federal regulations; and

WHEREAS, approval of the Subject Application does not require amendment of the City’s current Comprehensive Plan and capital facilities program which anticipate adequate public infrastructure to maintain adopted levels of service; and

WHEREAS, to ensure internal consistency, approval of the Subject Application to amend the Land Use Map will warrant a corresponding adjustment to the City’s zoning map; and

WHEREAS, the Subject Application is consistent with the Countywide Planning Policies, the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional Transportation Improvement Plan, and official population growth forecasts; and

WHEREAS, the land use designation requested by the Subject Application conforms with the appropriate location criteria identified in the Comprehensive Plan; and

WHEREAS, the Property is suitable for the land use designation proposed in the Subject Application; and

WHEREAS, the map amendment requested in the Subject Application will implement applicable Comprehensive Plan policies better than the current map designation for the Property; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions and recommendations from the Planning Services Staff Report for the same purposes; and

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. _____ Application denied.
2. X Approval of Application. That Application # Z2005-114-LU is approved, subject to the condition that the applicants enter into a binding agreement implementing the voluntary transportation impact fees identified in the MDNS.
3. Amendment of Land Use Map. That the Spokane Comprehensive Plan Land Use Map be amended from "Residential 4-10" and "Residential 15-30" to "CC Core – District Center" for one parcel located at 5222 SOUTH REGAL STREET and that LU 3.7 in the Spokane Comprehensive Plan Land Use element is hereby amended to list "Southgate – Palouse and Regal" as a District Center.
4. Amendment of Zoning Map. That in order to implement the new land use designation the City of Spokane Zoning Map is amended with respect to the Property to CC2-DC.
5. Additional Approval Conditions. The approval granted by this Ordinance is conditioned upon the applicants entering into a binding development agreement with the City of Spokane consistent with the requirements of Chapter 36.70B RCW and Spokane Municipal Code Section 11.19.870, and sufficient to bind the applicants and applicants' successor and assigns with respect to development of the Property, addressing the following matters:

- A. Require dedicated pedestrian and bicycle connections within the subject properties and out into the existing neighborhood.
- B. Designate the area as a Storm Water Pilot Area to promote creative and innovative solutions within the Moran Prairie Special Drainage District. To that end, applicants shall participate in a regional multi-use (bike and pedestrian trails) distributed detention stormwater facility, commonly known as the Hazel's Creek Project.
- C. Require 10% preservation of all onsite native trees (Ponderosa Pine).
- D. Create a consistent design theme throughout the three sites.
- E. Designate a community plaza on one of the sites that serves as a central gathering place.
- F. Consider this immediate development opportunity as a first phase of a long-term vision for the neighborhood.
- G. Facilitate eventual evolution into an urban district, including opportunities for mixed use and increased pedestrian activity in the future.
- H. Accommodate large-format retail users subject to site planning strategies that enhance and enliven public spaces.
- I. Respect the regional viewscape.
- J. Prepare an integrated site plan as an outcome of the development agreement.
- K. Orient large-format retail with the narrow side toward the street and promote intervening retail between the larger store and the street.
- L. Allow one large format store up to a maximum of 105,000 square feet. All other buildings will be limited to 60,000 square feet or less. All buildings and the integrated site plan shall be subject to the City of Spokane Design Review process, with a representative from the Southgate Neighborhood designated to participate with the Design Review Committee.
- M. All the design standards identified for the CC1 zone shall apply to this property in the document titled "Initial Design Standards and Guidelines for Centers and Corridors," as referenced in SMC 17C.122.060.
- N. A draft agreement shall be provided to the Southgate Neighborhood Council at least ten (10) calendar days prior to the public hearing on the development agreement.

6. Effective Date. This Ordinance shall become effective on the later of 30 days from passage by the City Council or the date of mutual execution of a development agreement between the City and the applicants addressing the terms set forth in Section 5 herein above.

7. Supplemental Findings. The Supplemental Findings and Conclusions attached hereto are hereby adopted.

June 17/21/11

Passed by the City Council 30, 2008.

Attest:

[Signature]
City Clerk

[Signature]
Joe Shogan, Council President

Dated: _____

*** MAYORAL DECISION to RETURN UN-SIGNED**

Mary Verner, Mayor

Effective Date: _____

Approved as to form:

[Signature]
Assistant City Attorney





Re: Development on Regal - Request for water and traffic abatement

May 29, 2016

From: Redhawk Homeowners Association

Greetings,

As Board Members of Redhawk Homeowners Association, we represent 41 houses that are struggling with 2 issues concerning ongoing developments in recent years. Our respectful request is that you make provisions for water and traffic abatement and management.

WATER:

1. The water table here is too high and there is an underground stream.
2. George Paras changed his building plans for our area when new homes began to flood.
3. The grass in the former farmland (now Stonecrest) on Crestline and 53rd used to be green in the height of summer drought without irrigation. When they built Stonecrest, the developers had to halt road construction and return with special concrete pylons to alleviate the water situation.
4. Our neighbors at the Biltmore Apartments have to pump water down 53rd every Spring season to avoid flooding.
5. More concrete development only exacerbates the circumstances unless you make it a requirement for new businesses to address this.

TRAFFIC:

1. Since the modification of Regal to 2 lanes with center turn and the Target shopping complex, there are times when it can be a very lengthy wait for residents to turn left on Regal. Once a vehicle gets to 43rd heading north, there are 4 lanes. With rapidly expanding growth in recent years it is getting chaotic. While some are choosing Crestline as an alternative, that's backing up the Hamblen school traffic.
2. In peak rush hours the traffic can be backed up from 43rd Ave almost as far as 57th.

While people may not like rezoning or business development, we are not attempting to stand in the way of progress.

We are asking you to address the water and potential flooding issues.

We are asking you to install traffic signals at 53rd and Regal.

Please respond to the Redhawk Board of Directors by mid-June and keep us apprised of your progress in future.

Regards,

John Murray, President jmurray@watrust.com 509-638-3742

Karen Caton, Vice President kcaton5218@q.com 509-688-5705

Freibott, Kevin

From: Sandra Christensen <sandrachr@hotmail.com>
Sent: Wednesday, June 29, 2016 5:18 PM
To: Freibott, Kevin
Subject: South Regal Development

Thank you for posting the preliminary plans for the Queen Bee proposed project. As I am sure you will hear from others, the major issue is and always will be the capacity of South Regal to take on any more traffic. With the new development moving forward south a few blocks from this one, there are going to be considerably more major problems on Regal than is already the case.

However, my concern is with the proposed storefront parking strip on South Regal. I doubt that the designers have ever viewed the parking mess that occurs when the kids are playing soccer at the sports complex. Those choice spots on the street would be taken immediately by people from the sports complex and there would be horrible jams as drivers tried to get off of Regal into the strip and were unable to find a place and decided to wait or tried to get back onto Regal to go down to the actual parking area for them. Regal will be backed up a very long ways, and the stores will find no parking for their customers and you can bet there will be accidents. A better plan would have the store parking on the other side of the stores—just move the store fronts to the rear, as has been done across the street with the PetSmart and Anthony's area. Make the area on Regal (now behind the store) into a pedestrian walkway and have tables/chairs for people to sit with any food or drinks they may purchase from the stores. A walkway between stores to that area would be nice.

Thank you. I will miss the cows.

Sandra Christensen
sandrachr@hotmail.com
Resident on South Stone St.

Sent from [Mail](#) for Windows 10

July 5, 2016

City of Spokane
Planning Services Department
Attn: Kevin Freibott, Assistant Planner
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333
Phone 509.625.6184
kfreibott@spokanecity.org

RE: File number Z1500085COMP

Mr. Freibott,

We are strongly opposed to the proposed rezoning from “Open Space” to “Centers and Corridors Core” for the site located at 2651 E 49th Avenue on South Regal Street (parcel 34041.0038). We are also adamantly opposed to the proposed rezoning from “Residential Single Family” to “CC2-Disrict Center” at this location.

We believe the proposed rezoning will invade our right to quiet enjoyment of our home located next to the site. We purposefully chose to purchase our home on E 52nd Lane after confirming the zoning of parcel 34041.0038 is residential single family. Anything other than the current zoning will disrupt the peaceful enjoyment of our home and that of our neighbors. We have a sense of community and changing the zoning next to us might create a transient population and/or noisy environment.

We also believe the proposed rezoning may lower our property value because no one wants to live next to commercial developments. We’ve worked hard to purchase a home in a quiet neighborhood and the thought of loud noise, tall structures, or excessive traffic noise next to our backyard is just sickening. It’s currently a place of solitude – please don’t take that from us.

Sincerely,

Tim and Paula Davenport
2313 E 52ND LN
Spokane, WA 99223
Phone 509.499.6848

Freibott, Kevin

From: Ted Teske <southgatecouncil@gmail.com>
Sent: Monday, July 25, 2016 2:52 PM
To: Freibott, Kevin
Subject: Re: QueenB South Regal Application for Comprehensive Plan Amendment

Kevin,

There was a presentation to Southgate by the Parks Department and their contractor in March 9, 2016 talking about the Southeast Sport Complex and the evolving agreement with KXLY for an easement across the park land to the parcel KXLY is proposing for the Comp Plan amendment.

KXLY's representatives gave a presentation at the Southgate meeting in June 8, 2016 about how the purchase of the land will fit in to some of the broader site plans for the existing KXLY District Center property.

Also, understanding that the comment period closes today for the Comp Plan amendment, I wanted to submit the following comments to you:

Southgate Neighborhood Council supports the Purchase and Sale Agreement between KXLY and the City of Spokane. The rezoning of this land to match the adjacent CC-2DC designation makes sense as opposed to its current single family designation or a general commercial one. We still expect a full review of the Comp Plan amendment and the future planned development of KXLY's properties in the Southgate District Center.

We look forward to participating in the, "Guaranteed substantive input/collaboration with KXLY/final developers on the site plans...and any other items related to the ISP or Southgate Neighborhood Plans," as called for in Section 7.3.8 of the Purchase and Sale Agreement. And we remind the City that per that same section, "the process, timing, and effect of the input/collaboration shall be defined prior to closing of the City Property." If the sale of the land goes as outlined in the PSA and if the City upholds the requirements of the SMC and Developer's Agreements, I personally think there is a good chance to avoid the mistakes made during the development of the Target property and start realizing the vision outlined in the Comp Plan for Center and Corridor zones.

Please let me know if you have any questions. What is the next step after the comment period is closed?

Thanks,
Ted Teske, Chair
Southgate Neighborhood Council

On Jul 21, 2016, at 5:52 PM, Freibott, Kevin <kfreibott@spokanecity.org> wrote:

Good afternoon, Ted. I'm working on the draft Staff Report for the QueenB proposal and I wonder if you could help me with a simple item. Has KXLY/QueenB/Stam given the required presentation to the Southgate Neighborhood? If so, can you tell me when that meeting was held and where? Much appreciated.

Kevin Freibott

<image001.jpg>

Kevin Freibott | Assistant Planner | City of Spokane - Planning and Development Services
509.625-6184 | <mailto:kfreibott@spokanecity.org> | spokanecity.org | spokaneplanning.org

<image002.png> <image003.png> <image004.png>

<image005.gif>



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170

(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Memo

Planner: Kevin Freibott, Assistant Planner
From: Scott Engelhard, Spokane County Engineering
File #: Z1500085COMP
Date: February 1, 2016
RE: Proposed Amendment of Land Use Plan Map from Open Space to Centers and Corridors Core; Queen B

Scott

Please include these comments from Spokane County Engineering in the file for the above referenced application.

It is noted that the applicant does not intend to submit any additional traffic information at this time and further suggests that traffic mitigation in the future will be based on project review at the time of application for a building permit and SEPA review.

This proposed zone change is not being requested for a specific development proposal or site plan at this time. At such time a site plan is submitted for review, the applicant shall submit detailed traffic information for review by the County Engineer to determine what traffic impacts, if any, that the development would have on surrounding infrastructure. The applicant is advised that mitigation maybe required for off-site improvements.

end

RECEIVED

FEB 03 2016

PLANNING & DEVELOPMENT

Freibott, Kevin

From: Kokot, Dave
Sent: Friday, February 05, 2016 2:00 PM
To: Freibott, Kevin
Subject: RE: City of Spokane Z1500085COMP #3 of 4 Comprehensive Plan Amendment

Categories: QueenB/SouthRegal

The Fire Department has the following concerns about this proposal:

1. Access to the sports fields needs to be taken into account should a medical incident occur.
2. Traffic considerations need to be taken into account for response times and the ability to respond.



Spokane
FIRE DEPARTMENT

David F. Kokot, P.E. | City of Spokane | Fire Protection Engineer
509.625-7056 | fax 509.625.7006 | dkokot@spokanefire.org | spokanefire.org

From: Freibott, Kevin
Sent: Monday, January 25, 2016 2:01 PM
To: Freibott, Kevin; tteske@comcast.net; teresa@kafentzis.com; shellorourke@comcast.net; Allenton, Steven; Arnold, Dale; Basinger, Mike; Becker, Kris; Brown, Eldon; Brown, Ken; Buller, Dan; Byrne, Ray; Caputo, Dee; Casci, Erin; Corley, Jacki; Coster, Michael; Dalrymple, Dana; Divens, Karin; Duvall, Megan; Engelhard, Scott; Environmental Review; Erkel, Tim; Figg, Greg; Gately, John; Halsey, John; Hanson, Tonilee; Howell, Gordon; Hughes, Rick; Hynes, Mike; Johnson, Candy; Kaehler, Gretchen; Kay, Char; Kegley, Daniel; Kells, Patty; Koch, Lori; Kokot, Dave; Madunich, Tony; Mallahan, Jonathan; McCann, Jacob; McClure, Jeff; Meyer, Eric; Miller, Katherine E; Moore, David; Moore, Michael; Morris, Mike; Neff, Julie; Neighborhood Services; Nilsson, Mike; Note, Inga; Nyberg, Gary; Palmquist, Tami; Peacock, William; Pederson, John; Qureshi, Megan; Ragaza-Bourassa, Anna; Richman, James; Sakamoto, James; Sanders, Theresa; SEPA Center; Sikes, Jeremy; Steele, David; Trautman, Heather; Wallace, Kevin; Weinand, Kathleen; Weingart, LuAnn; Wendle, Ned; Westby, April; Windsor, Scott
Cc: Black, Tirrell
Subject: RE: City of Spokane Z1500085COMP #3 of 4 Comprehensive Plan Amendment

Good afternoon. As you may remember from our emails in December, this year's round of proposed Comprehensive Plan Amendments are subject to a 60-day agency comment period. We felt this longer Agency Comment period would be useful given the complexity of some aspects of the proposals. As this has been an extra long Agency comment period, we wanted to remind all of you that the time to submit comments will end at **5:00 PM on February 8th**. If you plan to submit comments but have not yet done so, please submit your comments before that time to either Tirrell or me.

This will be one of four emails you will be receiving, one for each of the four proposals. As always, if you have any questions please feel free to contact Tirrell or me. Thank you and have a good day.

Kevin Freibott

MEMORANDUM



DATE: February 08, 2016

TO: Tirrell Black, Assistant Planner

FROM: *EWB*
Eldon Brown, P.E., Principal Engineer – Planning & Development

File No: Z1500085COMP

SUBJECT: Comprehensive Plan Amendment – Request a change in the land designation from Open Space to Centers and Corridors with associated zone change from RSF to CC2-DC.

APPLICANT: QueenB Radio, Inc.

Comp Plan Amendment Comments

1. Currently, no conflicts with city utilities (sewer and water) are foreseen by a land use zoning change as per this proposal. Sewer and Water are available in Regal. Future development will require a review of existing public water and sewer before concurrency for the development is reached.

cc: Developer Services File
Kris Becker, P.E., Manager, Planning & Development
John Saywers, P.E., Senior Engineer, Planning & Development
Mike Nilsson, P.E., Associate Engineer, Planning & Development
Patty Kells, Traffic Engineering Assistant, Planning & Development



February 8, 2016

Kevin Freibott
Assistant Planner
City of Spokane
808 W Spokane Falls Boulevard
Spokane WA, 99201

RE: REQUEST FOR COMMENTS FILE NO. Z1500085COMP, QueenB/South Regal

Dear Mr. Freibott,

Thank you for the notice of the above referenced request for comment.

The subject site is currently served by a southbound bus stop on the frontage of the adjacent property under the ownership of the applicant to the south and a northbound stop across Regal Street at Palouse Highway and Regal.

Should this proposed land use plan designation change be adopted, STA requests that the following mitigations be enforced at the time of building permit for subsequent development:

1. ADA compliant pedestrian connections for the most direct route possible between business and residential entrances and the closest bus stop be required.
2. Provide a safe, marked pedestrian crossing of Regal Street approximately mid-way between the intersections of Regal and Palouse and Regal and 53rd Avenue.
3. The City and applicant shall coordinate with STA on landscaping and frontage design to ensure that the existing stop on the frontage of the adjacent property to the south is made ADA compliant with the installation of an all-weather landing pad at the stop extending a minimum of 5' along the length of the curb and 8' deep from the face of the curb.

Please let me know if you have any questions about these comments or requests. It is important to STA to continue to coordinate on changes to our respective plans. We value your efforts to include us in this process.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Otterstrom', written over a horizontal line.

Karl Otterstrom, AICP
Planning Director