



**Agenda Sheet for City Council Meeting of:**  
07/14/2014

<b>Date Rec'd</b>	6/25/2014
<b>Clerk's File #</b>	RES 2014-0076
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR2014-0595
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & DEVELOPMENT
<b>Contact Name/Phone</b>	SCOTT CHESNEY 625-6061
<b>Contact E-Mail</b>	SCHESENEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0650 - IMPLEMENTS ORDINANCE C35027

**Agenda Wording**

A resolution approving a Development Agreement between the City and Dale M. Kleist and Ann L. Kleist, husband and wife, Timothy J. Carlberg and Julie A. Carlberg, as tenants in common, and TJRE, LLC, a Washington Limited Liability Company relating

**Summary (Background)**

On September 23, 2013, the City Council adopted Ordinance C35027, approving an application to amend the City's Comprehensive Plan Land Use Map from "Office" and "Residential 4-10" to "CC-Core" for 0.64 acres (27,878 sq. ft.) located at the Northeast corner of 32nd Avenue and Grand Boulevard, and also amending the City's zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center" (CC-1, DC)".

<b>Fiscal Impact</b>	<b>Budget Account</b>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CHESNEY, SCOTT	<b>Study Session</b>	
<b>Division Director</b>	QUINTRALL, JAN	<b>Other</b>	PCED 6/16/2014
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	tblack@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	jrichman@spokanecity.org	
<b>Additional Approvals</b>		dhume@spokane-landuse.com	
<b>Purchasing</b>		lhattenburg@spokanecity.org	

ADOPTED BY SPOKANE CITY COUNCIL  
  
 SPOKANE CITY CLERK



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

to Ordinance C35027 Approving a Comprehensive Plan Amendment application.

### **Summary (Background)**

The City Council conditioned its approval on the applicant entering into a binding development agreement in two respects: (1) the parking lot shall be located in the easterly portion of the site, and the buildings shall be located within only the westerly four lots of the site; and (2) vehicular ingress and egress from the site along 32nd Avenue is not permitted, or as an alternative, access to 32nd Avenue is limited to an egress point only that is designed to prevent left turns eastbound onto 32nd Avenue.

### **Fiscal Impact**

Select     \$

Select     \$

### **Budget Account**

#

#

### **Distribution List**

<b><u>Distribution List</u></b>	

**BRIEFING PAPER**  
**City of Spokane**  
**Planning & Development Services**  
**July 2014**

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**Subject**

On September 23, 2013, the City Council adopted Ordinance C35027, approving an application to amend the City's Comprehensive Plan Land Use Map from "Office" and "Residential 4-10" to "CC-Core" for 0.64 acres (27,878 sq.ft.) located at the Northeast corner of 32<sup>nd</sup> Avenue and Grand Boulevard (map on reverse), and also amending the City's zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center" (CC-1, DC)". The City Council conditioned its approval on the applicant entering into a binding development agreement in two respects: (1) the parking lot shall be located in the easterly portion of the site and the buildings shall be located within only the westerly four lots of the site; and (2) vehicular ingress and egress from the site along 32<sup>nd</sup> Avenue is not permitted, or as an alternative, access to 32<sup>nd</sup> Avenue is limited to an egress point only that is designed to prevent left turns eastbound onto 32<sup>nd</sup> Avenue.

Staff has worked with the applicant to draft a development agreement that is consistent with the conditions imposed by the City Council's approval.

At the request of Council, information about appeal timing (section 6.17) has been added as well as an additional condition. This additional condition (section 3.5.4 in the Development Agreement) requires the developer to notify the neighborhood on application for a building permit. The purpose of this condition is to give the neighborhood the opportunity to review the site plan for compliance with the conditions of the development agreement and applicable city codes.

**Background**

Development Agreements are authorized under Chapter 17A.060 and RCW 36.70B.170. The execution of a development agreement in and of itself is an administrative act, as opposed to a quasi-judicial or legislative act, and is a proper exercise of the City's police power and contract authority.

The applicant has briefed the Comstock Neighborhood Council on this issue meeting on March 19, 2014.

**Action**

This item will be coming forward for council action on July 14.

RESOLUTION NO. 2014-0076

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DALE M. KLEIST AND ANN L. KLEIST, husband and wife, TIMOTHY J. CARLBERG AND JULIE A. CARLBERG, as tenants in common, and TJRE, LLC, a Washington Limited Liability Company, RELATING TO ORDINANCE C35027 APPROVING A COMPEHENSIVE PLAN AMENDMENT APPLICATION.

WHEREAS, DALE M. KLEIST AND ANN L. KLEIST, husband and wife, TIMOTHY J. CARLBERG AND JULIE A. CARLBERG, as tenants in common, and TJRE, LLC, a Washington Limited Liability Company (collectively, the “**Owners**”) own that certain real property described in the development agreement attached hereto as **Exhibit A** (the “Development Agreement”), which property is located in the City of Spokane, Washington (hereafter the “Property”);

WHEREAS, Owners represent that they are vested with ownership or control over the Property;

WHEREAS, on September 23, 2013, the City Council adopted Ordinance No. C35027 (the “Ordinance”, a copy of which is attached hereto as **Exhibit B**) approving Owners’ application to amend the comprehensive plan land use designation and zoning for the Property, subject to the requirement for Owners to enter into a development agreement with the City addressing the matters set forth in the Ordinance;

WHEREAS, Development Agreements are specifically authorized by RCW 36.70B.170 through .210 and Chapter 17A.060 SMC as a proper exercise of the City’s police power;

WHEREAS, the Development is consistent with the requirements of the City’s Comprehensive Plan, the City’s development standards and land use application procedures, and other applicable development regulations;

WHEREAS, Notice of Application of the related comprehensive plan land use plan map amendment, a SEPA checklist, and announcement of the public comment period were published in the Spokesman-Review, together with subsequent notices relating to a SEPA DNS, Plan Commission and City Council hearing processes, all as indicated in the Ordinance;

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

1. The foregoing recitals and the contents of the attached Development Agreement are hereby adopted as the Council’s findings in support of this Resolution.
2. The Development Agreement is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this 11<sup>th</sup> day of August, 2014.

*Vivian L. Roberts*  
City Clerk

Approved as to form:

*Jane*  
Assistant City Attorney



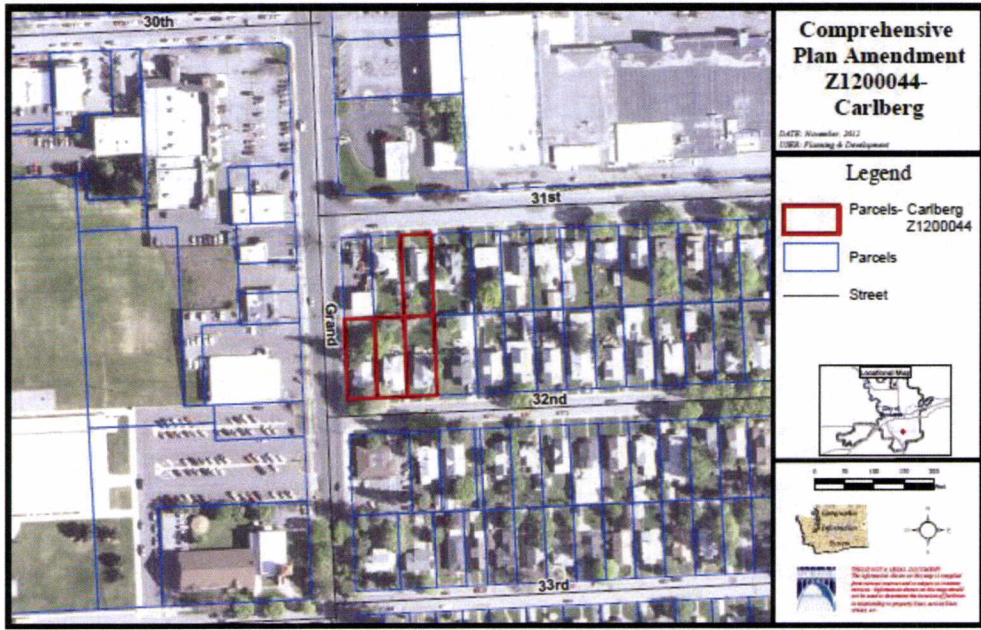


Exhibit A

Development Agreement

Exhibit A

Development Agreement



Exhibit B

Ordinance C35027

When recorded return to:  
City of Spokane  
Attn: Planning Services Department  
808 W Spokane Falls Blvd  
Spokane, WA 99201

## DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the “**City**”) and DALE M. KLEIST AND ANN L. KLEIST, husband and wife, TIMOTHY J. CARLBERG AND JULIE A. CARLBERG, as tenants in common, and TJRE, LLC, a Washington Limited Liability Company (collectively, the “**Owners**”), referred to collectively as “**Parties.**”

### RECITALS

A. **WHEREAS**, Owners own that certain real property which is located East of Grand Blvd. and between 31<sup>st</sup> and 32<sup>nd</sup> Avenue in the Comstock Neighborhood of the City of Spokane, Washington, which is legally described as LOTS 2, 5, 6 AND 7, BLOCK 14, COOK'S 4TH ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 73, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, and which property is further described in **Exhibit “A”**, attached hereto and incorporated by reference herein (hereafter the “**Property**”);

B. **WHEREAS**, Dwight J Hume, on behalf of 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” and “Office” to “CC Core” and the zoning map’s corresponding designation from “RSF” and “O-35” to “CC1-DC” (collectively, “**the Carlberg Amendment**”);

C. **WHEREAS**, on September 23, 2013, the City Council conducted a public hearing on the Carlberg Amendment and others concurrently;

D. **WHEREAS**, on September 23, 2013, the City Council passed Ordinance C35027 (the “**Ordinance**”) approving the Carlberg Amendment, subject to a number of conditions including a requirement that Owners enter into a binding Development Agreement within one year of the effective date of the Council’s approval that includes certain design and development principles.

E. **WHEREAS**, the Owners have advised the City that Owners kept the Comstock Neighborhood Council, (CNC) and its representatives informed regarding this Development Agreement, by offering progress reports in attendance at their monthly meetings;

F. **WHEREAS**, the CNC has been informed of the proposed language of the Development Agreement;

G. **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);

H. **WHEREAS**, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and this Agreement is prepared in accordance with those provisions;

I. **WHEREAS**, the City and the Owners desire to enter into this Development Agreement to formally incorporate the conditions enunciated in Ordinance C35027 as development standards applicable to the Property; and

J. **WHEREAS**, this Agreement will provide increased predictability to both the Owner and the City for the future development of the Property;

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

#### **TERMS**

1. **Development Agreement:** This Agreement is a Development Agreement to be implemented in accordance with SMC 17A.060 *et seq* 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 City's approval by ordinance or resolution following a public hearing.
2. **Effective Date and Duration of Agreement:** This Agreement shall take effect immediately upon its adoption by the City Council 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 remain in effect until amended in writing by the City or until the land use designations established by the Ordinance are modified by further City Council legislative action, whichever first occurs (hereinafter, "**Term**").
3. **Zoning Designation and Development Standards:**

3.1 Pursuant to Ordinance C35027, the execution of this Agreement shall satisfy the requirement for Owners to enter into a binding development agreement within the time specified in the Ordinance, the parties agreeing that all conditions set forth in the Ordinance having been satisfied and that Owners may develop the Property pursuant to the land use designation and zoning set forth in the Ordinance, subject to the limitations in this Agreement and all relevant State and local regulations including without limitation the Spokane Municipal Code ("**Land Use Approval**"). This Agreement shall not be construed as a waiver of conditions that would otherwise apply in the development of the Property.

3.2 Based upon the substantial investment that will be necessary to develop and the desire by the City and the Owners for predictable Development Standards throughout the development of the Property (which could be several years), unless otherwise specified herein or through an amendment of this Agreement by mutual agreement of the Parties, during the Term, including the reservations of authority set out in Sections 3.3 and 3.4, the Owners shall have a vested right to develop, construct and repair the Property in accordance with and to the extent of the General Development Standards (which are defined in Section 3.3 below), except as otherwise provided in the Specific Development Standards described in Section 4, and subject to the conditions 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 is 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.

3.3 Except as specifically provided otherwise in this Agreement, development of the Property shall be subject to the “General Development Standards”, which means 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 “CC1-DC” zone which govern the permitted uses of land, the density, design and intensity of use, including, but not limited to 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 “CC1-DC” zone.

3.4 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.

3.5 Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property.

3.5.1 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.

3.5.2 Regulations, other than land use and zoning standards addressed in Paragraph 3.2 above, governing construction standards and specifications, in effect at the time of permit submittal typically enforced, administered and interpreted by the City of Spokane.

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

3.5.4 In addition to any applicable notice requirements found in the General Development Standards, prior to submitting a building permit application for new building construction, Owners shall provide written notice together with a copy of the proposed site plan(s) (or directions to where such site plan(s) may be viewed online) to owners of record, as shown by the most recent Spokane County assessor’s record, of property located within a four-hundred-foot radius of any portion of the boundary of the

subject property and to any person who has made a written request to the City to receive such notice, including any registered and officially recognized neighborhood organization representing the surrounding area which has requested such notice, and shall post a sign on the property that substantially complies with the requirements of SMC 17G.060.120(B), indicating that a proposed site plan is available for review and where it can be reviewed, and shall certify at time of building permit application submittal that such notices have been provided.

#### **4. Specific Development Standards:**

4.1 The following Specific Development Standards identified in this paragraph shall apply to any development on the Property:

##### 4.4.1 Project Description

The project consists of the westerly six (6) lots of a block bounded by 31<sup>st</sup> Avenue on the North, 32<sup>nd</sup> Avenue on the South and Grand Boulevard on the west (the “Project Area”) with the building area to be located within the westerly four (4) lots of the Project Area and parking to be located within the easterly two (2) lots of the Project Area and/or within portions of the westerly four (4) lots. (Note, Lots 3 & 4, Block 14 are part of the Ownership but not part of this Development Agreement, but are included for purposes of distinguishing among the westerly four (4) lots and easterly two (2) lots of the six-lot Project Area).

##### 4.4.2 Mitigating Measures

A DNS was issued for the zone change on July 29, 2013. In addition, the Council conditioned approval of the Ordinance upon Owners entering into a binding development agreement between the City and Owners to ensure that development and use of the Property is done in a way that adequately buffers and provides reasonable transition into the single-family land uses to the east as expressed above in Sub-Section 4.4.1. See Ordinance #C-35027.

##### 4.4.3 Development Standards

Development of the Property shall be consistent with the development standards set forth in Title 17 of the Spokane Municipal Code, including without limitation the General Development Standards, and this Agreement shall not be interpreted as a waiver of any conditions or standards set forth in said Title 17 or General Development Standards. In addition, development of the Property shall be subject to the following requirements and limitations:

- 1) Building footprint, including any appurtenances associated with drive thru uses, is limited to within the westerly 4 lots subject to the performance standards of the CC-1 DC zone – i.e., there shall be no building footprint, including any appurtenances associated with drive thru uses, in Lots 2 and 7, Block 14, Cook’s

4<sup>th</sup> Addition, according to Plat recorded in Volume “D” of Plats, page 73, in the City of Spokane, Spokane County, Washington.

- 2) Outdoor activity areas such as restaurant seating should be screened from adjacent residential and located on the westerly four lots.
- 3) Access to 32<sup>nd</sup> Avenue shall be limited to egress only and shall be designated to prohibit left turn movements onto 32<sup>nd</sup> from the Property. This shall be accomplished through signage, traffic direction improvements, or other appropriate measures acceptable to the City that meet this intent. Egress and right turn only movements onto 32<sup>nd</sup> Avenue from the Property are allowed.

This list shall not be interpreted as a waiver of any requirement set forth in the General Development Standards.

#### 4.4.4 Pre-requisites to Development and Use

No development permits will be issued on this property until the following action is taken:

- 1) This development Agreement is adopted by the City Council in accordance with Chapter 36.70B RCW and Spokane Municipal Code Section 17A.060;

## 5. Transportation Fees

5.1. Mitigation of Off-Site Transportation Impacts. Project specific impacts will be evaluated and mitigated according to the City’s normal procedures and ordinances. In addition, development of the Property shall be subject to the assessment and payment of transportation impact fees according to Chapter 17D.075 SMC.

## 6. Miscellaneous

6.1 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.

6.2 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.

6.3 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.

6.4 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 Developer 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.

6.5 Amendments. This Agreement may only be amended in writing signed by the City and the Owners.

6.6 Recordation of Agreement. Owner shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.

6.7 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.

6.8 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.

6.9 Assignment.

6.9.1 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 6.3

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 non-judicial) 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.

6.9.2 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 6.9.2 shall be construed as limiting the effect of Paragraph 6.3 of this Agreement in the event of such transfer or assignment.

6.10 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 .210.

6.11 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.

6.12 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.

6.13 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 Developer 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.

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

6.15 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.

6.16 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.

6.17 Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.

CITY OF SPOKANE, WASHINGTON

\_\_\_\_\_  
By (person signing) \_\_\_\_\_  
Title \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant City Attorney

Owners of Record

\_\_\_\_\_  
Dale M Kleist, Owner Lot 2, Block 14

\_\_\_\_\_  
Ann L. Kleist, Owner Lot 2, Block 14

\_\_\_\_\_  
TJRE LLC, Owner Lot 5, Block 14

\_\_\_\_\_  
Timothy J Carlberg, Owner Lot 6 & 7, Block 14

Julie A Carlberg, Owner Lot 6 & 7, Block 14

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the \_\_\_\_\_ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON :  
 : ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)  
on oath state that (she/he/they) is/are authorized to execute the instrument as a \_\_\_\_\_ of \_\_\_\_\_  
(Position/Title) (Name of entity)  
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane

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

STATE OF WASHINGTON :  
  : ss.  
County of Spokane        :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ signed this instrument, (Print name) and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON :  
  : ss.  
County of Spokane        :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ signed this instrument, (Print name) and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of

Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON :  
: ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)  
on oath state that (she/he/they) is/are authorized to execute the instrument as a  
\_\_\_\_\_ of \_\_\_\_\_  
(Position/Title) (Name of entity)  
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON :  
: ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)  
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON :  
: ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

# EXHIBIT “A”

## THE PROPERTY Legal Description

### Legal Description:

LOTS 2, 5, 6 AND 7, BLOCK 14, COOK'S 4TH ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 73, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

### Owners of Record:

Title is vested in:

#### Lot 2

DALE M. KLEIST AND ANN L. KLEIST, HUSBAND AND WIFE AND TIMOTHY J. CARLBERG AND JULIE A. CARLBERG, AS TENANTS IN COMMON, AS TO LOT 2;

#### Lot 5

TJRE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO LOT 5;

#### Lots 6 & 7

TIMOTHY J. CARLBERG AND JULIE A. CARLBERG, AS TENANTS IN COMMON, AS TO LOTS 6 AND 7

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

09/16/2013

**Date Rec'd** DocDate**Clerk's File #** ORD C35027**Renews #****Submitting Dept** PLANNING & DEVELOPMENT **Cross Ref #****Contact Name/Phone** KEN PELTON 625-6063 **Project #****Contact E-Mail** KPELTON@SPOKANECITY.ORG **Bid #****Agenda Item Type** First Reading Ordinance **Requisition #****Agenda Item Name** 0650 - ORDINANCE Z1200044**Agenda Wording**

An Ordinance relating to Application #Z1200044COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard;

**Summary (Background)**

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

**Fiscal Impact** **Budget Account**

Neutral \$ #

Select \$ #

Select \$ # BudgetAccount3

Select \$ #

**Approvals** **Council Notifications****Dept Head** CHESNEY, SCOTT **Study Session****Division Director** QUINTRALL, JAN **Other** PC 8/14/13 - PCED**Finance** LESESNE, MICHELE **Distribution List****Legal** BURNS, BARBARA lhattenburg@spokanecity.org**For the Mayor** SANDERS, THERESA jrichman@spokanecity.org**Additional Approvals** schesney@spokanecity.org**Purchasing** kpelton@spokanecity.org

dhume@spokane-landuse.com

FIRST READING OF THE ABOVE ORDINANCE  
WAS HELD ON  
9/16/2013  
AND FURTHER ACTION WAS DEFERRED  
*[Signature]*  
CITY CLERK

PASSED BY  
SPOKANE CITY COUNCIL  
*[Signature]*  
SPOKANE CITY CLERK



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center" (CC-1, DC)."

### **Summary (Background)**

#### **Fiscal Impact**

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

#### **Budget Account**

#

#

# Budget7

# Budget8

#### **Distribution List**

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23



**ORDINANCE NO. C35027**

**AN ORDINANCE RELATING TO APPLICATION #Z1200044COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" AND "RESIDENTIAL 4-10" TO "CC-CORE" FOR .64 ACRES LOCATED AT THE NORTHEAST CORNER OF 32<sup>ND</sup> AVENUE AND GRAND BOULEVARD; AND AMENDING THE ZONING MAP FROM "OFFICE (O-35)" and "RESIDENTIAL SINGLE FAMILY (RSF)" TO "CENTERS & CORRIDORS TYPE 1, DISTRICT CENTER" (CC-1, DC)."**

**WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and**

**WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and**

**WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and**

**WHEREAS, land use amendment application Z1200044COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and**

**WHEREAS, Application Z1200044COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32<sup>nd</sup> Avenue and Grand Boulevard; and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center (CC-1, DC); and**

**WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and**

**WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and**

**WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and**

**WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the**

Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; 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 July 30, 2013; and

WHEREAS, staff report found that Application Z1200044COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200044COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200044COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200044COMP; 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 and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200044COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 4-10" and "Office" to "Center and Corridor – Core" for .64 acres located at the northeast corner of 32<sup>nd</sup> Avenue and Grand Boulevard as shown in Exhibit A, subject to the owner(s) of the property entering into a binding development agreement within one year of the effective date of this ordinance.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RSF" and "O-35" to "CC-1, DC" for this same area as shown in Exhibit B, subject to the owner(s) of the property entering into a binding development agreement within one year of the effective date of this ordinance.

4. Approval Conditions for Development Agreement. The approval granted by this ordinance is conditioned upon the applicants entering into a binding development agreement that has been mutually executed between the City and the applicants and which is consistent with the requirements of chapter 36.70B RCW and Spokane Municipal Code chapter 17A.060, and sufficient to bind the applicants and applicants' successor and assigns with respect to development of the property identified in Exhibits A and B and addressing the transition between site development and the RSF zoned property to the east of the site and the traffic issues on 32<sup>nd</sup> Avenue as follows:
- a. The parking lot shall be located in the easterly portion of the site and the buildings shall be located within only the westerly four lots of the site.
  - b. Vehicular ingress and egress from the site along 32<sup>nd</sup> Avenue is not permitted, or as an alternative, access to 32<sup>nd</sup> Avenue is limited to an egress point only that is designed to prevent left turns eastbound onto 32<sup>nd</sup> Avenue.
5. Expiration Date. The approvals granted by this ordinance shall expire and the Land Use Designation and Zoning Category shall revert back to the original designations as stated in Sections 2 and 3 herein above if, within one (1) year from the effective date of this ordinance, the conditions set forth in Section 4 of this ordinance have not been satisfied.
6. This ordinance shall become effective thirty (30) days after its enactment; provided, no development permits may be issued for the property until all conditions of approval have been satisfied including the mutual execution of a development agreement between the city and the applicants addressing the terms set forth in section 4 herein above and the approval of the same by the City Council by Ordinance or Resolution.



City Clerk

PASSED BY THE CITY COUNCIL ON September 23, 2013.

Ben Stuckart  
Ben Stuckart, Council President

Approved as to form:

Assistant City Attorney

T. David Conroy

Mayor

10/4/2013

Date

11-03-2013

Effective Date

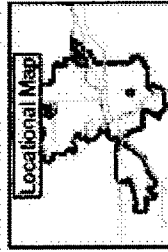
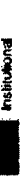
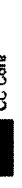
**Comprehensive  
Plan Amendment  
Z1200044COMP-  
Carlberg  
Exhibit A-  
Proposed Land Use**

DATE: August, 2013  
USER: Planning & Development

**Legend**



**Proposed LandUse**



**City of Grand Rapids**  
Planning & Development  
1000 Grand Rapids Blvd., Suite 100  
Grand Rapids, MI 49503  
Phone: 616.771.1234  
Fax: 616.771.1235  
www.grandrapids.org

**31st**

**32nd**

**Grand**


**Office**

**R-15-30**

**Comprehensive  
Plan Amendment  
Z1200044COMP-  
Carlberg  
Exhibit B-  
Proposed Zoning**


DATE: August, 2013  
USER: Planning & Development

**Legend**

 Parcels- Carlberg  
Z1200044

 Parcels

**Proposed Zoning**

 Center and Corridor Type 1

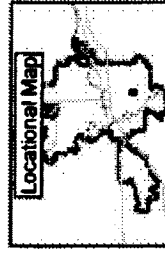
 Center and Corridor Type 2

 Office

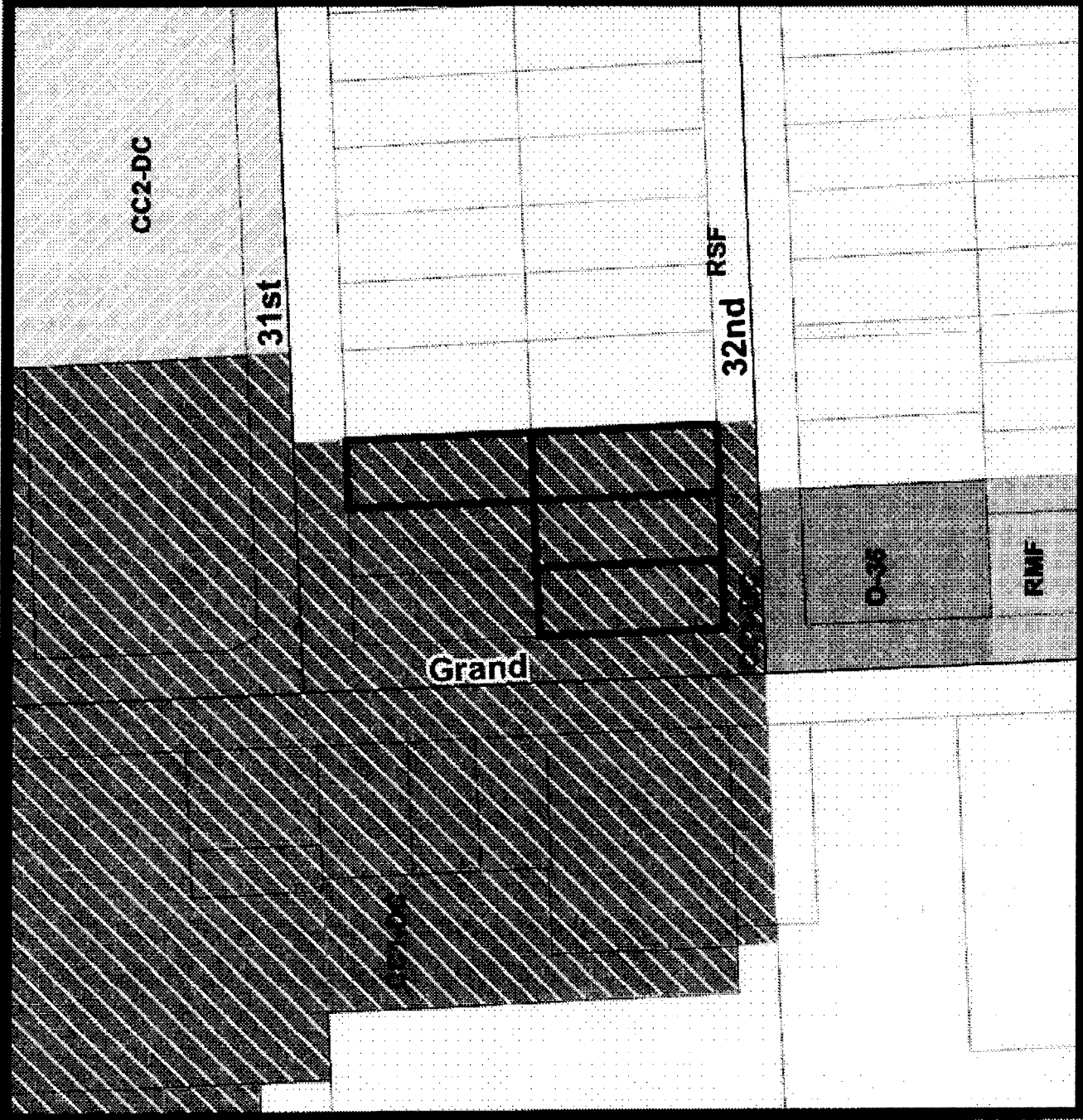
 Residential Medium-Density

 Residential Single-Family

 Street



THIS MAP IS THE PROPERTY OF THE CITY OF CARLBURG, ILLINOIS. IT IS TO BE USED ONLY FOR THE PURPOSES OF THE ZONING AMENDMENT. ANY REPRODUCTION OR DISTRIBUTION OF THIS MAP WITHOUT THE WRITTEN PERMISSION OF THE CITY OF CARLBURG IS STRICTLY PROHIBITED.

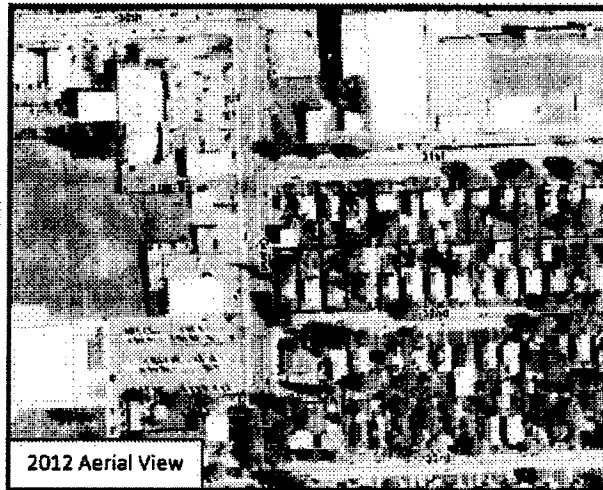


**STAFF REPORT ON COMPREHENSIVE PLAN  
LAND USE AMENDMENT APPLICATION  
FILE NO. Z1200044-COMP CARLBERG**

**I. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

**DESCRIPTION OF PROPOSAL:** This proposal is to change the land use of two parcels from "Office" to "CC Core" and to change the land use on two additional parcels from "Residential, 4 to 10 units per acre" to "CC Core". The approximate combined size of the four lots is .64 acres. The applicant owns two additional parcels adjacent to this proposal that are designated "CC Core" on the City of Spokane Land Use Map. If approved, the zoning for all four parcels would be Centers & Corridors, Type 1 – District Center (CC1-DC).

**II. GENERAL INFORMATION:**

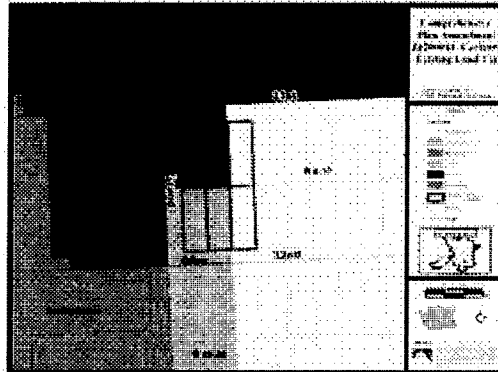


<b>Agent:</b>	Dwight Hume
<b>Applicant/Property Owner(s):</b>	Tim Carlberg
<b>Location of Proposal:</b>	This proposal is generally located on the east side of S. Grand Blvd between E. 31 <sup>st</sup> Avenue and E. 32 <sup>nd</sup> Avenue extending east 3 parcels in depth to the east. The parcel numbers are 35322.1602; 35322.1607; 35322.1606; and 35322.1605. The parcel addresses are 614 E. 31 <sup>st</sup> Avenue; 603, 607, and 611 E. 32 <sup>nd</sup> Avenue. (NW ¼ of Section 32, T25N, R42.W.M.)
<b>Existing Land Use Plan Designation:</b>	Office and Residential 4 to 10 units per acre
<b>Proposed Land Use Plan Designation:</b>	CC Core (Centers & Corridors Core)
<b>Existing Zoning:</b>	O-35 (Office 35ft height limit) and RSF (Residential Single Family)
<b>Proposed Zoning:</b>	CC1-DC (Centers & Corridors Type 1, District Center)
<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on July 29, 2013. The appeal period closed on August 13, 2013.

Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Tirrell Black, AICP, Assistant Planner, tblack@spokanecity.org

### III. FINDINGS OF FACT:

- A. **Site Description:** The parcels contain single family residences. The parcels are located to the east of an existing commercial building and an espresso stand. The sites with an address on 31<sup>st</sup> Avenue face Manito Shopping Center and property owned by Washington Trust Bank. The sites with an address on 32<sup>nd</sup> Avenue are across the street from a dental office. Across Grand Street is a US Postal Office. To the south of 32<sup>nd</sup> Avenue on the west side of Grand is an entrance to Sacajawea Middle School.
- B. **Project Description:** This proposal is to change the land use of two parcels from "Office" to "CC Core" and to change the land use on two additional parcels from "Residential, 4 to 10 units per acre" to "CC Core". The approximate combined size of the four lots is .64 acres. The applicant owns two additional parcels in this vicinity that are designated "CC Core" on the City of Spokane Land Use Map. If approved, the zoning for all four parcels would be Centers & Corridors, Type 1 - District Center (CC1-DC).
- C. **Existing Land Use Plan Map Designations**







No written public comment has been received on this proposal.

## **V. CONCLUSIONS**

SMC 17G.020.030 provides the criteria for decisions on amendments to the Comprehensive Plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

### SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

#### A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

**Relevant facts:** The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code.

#### B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

**Relevant facts:** The "Legislative findings" included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the "Legislative findings" follows:

*RCW 36.70A.010, Legislative findings.*

*The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.*

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"). The proposed change as recommended by staff would be consistent with these goals.

Based on the evaluation provided in this report, staff concludes that the application is consistent with the Growth Management Act.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

**Relevant facts:** This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities.

Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

**Relevant facts:** Staff has concluded that this criteria is not applicable to this proposal. There are no funding shortfall implications.

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

**Relevant facts:** The proposal does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.

The applicant provided applicable Goals and Policies from the Comprehensive Plan to support their request for Land Use Plan Map Amendment, including the following:

**Goal "LU 3 Efficient Land Use"** 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 3.2 Centers and Corridors"** states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourages a mix of uses and activities around which growth is focused.* The discussion for this policy is lengthy, but during the District Center discussion, a general size of 30 to 50 square blocks is mentioned. Using a simple calculation of a block as 300x300 feet or 2.06 acres, a small District Center might be 61 acres in size. It is also to be noted that the difference between thirty and fifty square blocks is dramatic and meant to be conceptual guidance language, not in itself an inflexible definition.

Policy LU 3.2 discussion also mentions encouraging building height as a feature of redevelopment. The current size of the Manito District Center is CC-Core Land Use Plan Map designation is 31.70 acres (including right-of-way). This proposal is to increase the CC-Core zoning by .64 acres which is a small increase.

This area is adjacent to Manito Shopping Center, adjacent to Grand Boulevard and directly served by Spokane Transit Bus Line 44. The property owner, Mr. Carlberg, currently owns six adjacent parcels: two with CC1-DC zoning, 2 with Office zoning and 2 with RSF zoning. The aggregated parcels are an incentive to redevelop this property. The applicant has stated that the current land use map plan designations and associated zoning pattern is a hindrance to redevelopment of this property in the future. Staff agrees that a unified zoning designation is a benefit to site redevelopment possibilities.

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

**Relevant facts:** This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

**Relevant facts:** This site is located adjacent to an area already designated CC-Core (Manito Shopping Center). Two of the parcels in common ownership are already designated CC-Core. The other four parcels under common ownership (6 in total) are in two other land use map designations and zoning categories. Allowing for a combined aggregated property located within one zoning category allows the zoning ordinance to operate more effectively on this property if it becomes redeveloped.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land

use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

**Relevant facts:** The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

**Relevant facts:** A Trip Generation and Distribution Letter (TGDL) was prepared by Sunburst Engineering dated January 30, 2013. This was reviewed by City of Spokane Engineering Division of Developer Services and no capacity issues with traffic were identified that need to be addressed at this level of planning. Any specific site development impacts will be addressed at time of building permit, when and if that occurs. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal.

Staff concludes that this criterion is met.

J. UGA.

*Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

**Relevant facts:** This criterion is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from

feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

**Relevant facts:** This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment.

Staff concludes that this criterion is not applicable to this proposal.

## 2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

**Relevant facts:** The applicable Comprehensive Plan Policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment and recommended additional staff changes are consistent with the Comprehensive Plan.

- b. The map amendment or site is suitable for the proposed designation;

**Relevant facts:** This site is adjacent to Manito Shopping Center, Grand District Center, Grand Boulevard, and is directly served by STA Route 44. Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

**Relevant facts:** Staff finds that the proposed amendment and staff recommended amendments are consistent with the Comprehensive Plan policies as discussed above.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

## 3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language

changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

**Relevant facts:** The applicant has requested a corresponding change in the zoning classification to occur if the change to CC-Core Land Use Plan Map designation is made. The applicant has requested CC1-DC zoning which matches the surrounding zoning designation. This zoning designation has development standards set in Spokane Municipal Code section 17C.122.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

**Relevant facts:** This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

**Relevant facts:** This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the

relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

**Relevant facts:** This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

**VI. RECOMMENDATIONS**

**STAFF CONCLUSION:** Staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved. Following approval of the requested change to CC-Core designation on the Land Use Plan Map, staff recommends approval of the requested change in zoning to CC1-DC.