

CITY OF REDMOND
ORDINANCE NO. 2496

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE REDMOND MUNICIPAL CODE, REDMOND COMMUNITY DEVELOPMENT GUIDE, TO ADOPT A ZONING MAP AMENDMENT FROM MULTI-FAMILY URBAN (R-12) TO GENERAL COMMERCIAL WITH CONDITIONS (GC/C) FOR A 0.66 ACRE PARCEL IN THE GRASS LAWN NEIGHBORHOOD CONSISTING OF PARCEL 1125059050 LOCATED AT 7505 WEST LAKE SAMMAMISH PARKWAY NORTHEAST, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations shall be subject to continuing evaluation and review; and

WHEREAS, the Growth Management Act provides that comprehensive plan amendments shall be considered as a comprehensive whole and shall not be amended more than once a year, with certain exceptions; and

WHEREAS, Ms. Jill Richardson, owner of the property at 7505 West Lake Sammamish Parkway N.E., parcel 1125059050, has requested that the City amend its Comprehensive Land Use Map and Zoning Map for said property, totaling approximately 0.66 acres, and

WHEREAS, state agencies received 60-day notice of the proposed amendment to the Redmond Comprehensive Plan and Redmond Community Development Guide on May 9, 2008; and

WHEREAS, a State Environmental Policy Act Checklist was prepared and a Determination of Non-Significance was issued on May 23, 2008, for the proposed amendment; and

WHEREAS, the Planning Commission conducted a public hearing on June 11, 2008, and April 29, 2009, and study sessions in May and June 2008, as well as in April 2009, to receive public comment on the proposed land use plan amendment; and

WHEREAS, the City Council held public meetings in July 2008 and June 2009 to review the proposed amendment; and

WHEREAS, on June 16, 2009, the City Council postponed action on a motion to approve the requested land use and zoning map amendment to a date certain in order to consider the General Commercial zone with proposed limitations on allowed land uses and other conditions; and

WHEREAS, these conditions and limitations on land use are to be contained within a Development Agreement between the Owner and the City of Redmond; and

WHEREAS, through Ordinance No. 2487 effective September 26, 2009, the City Council set the content of Redmond's 2009-2010 Annual Comprehensive Plan Amendment Package, which includes the amendment proposed by Ms. Richardson; and

WHEREAS, the City Council held a public hearing on the Development Agreement on October 20, 2009; and

WHEREAS, the City Council desires to approve the requested land use and zoning map amendments with conditions as set forth in the proposed Development Agreement, as it pertains to the subject property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings and Conclusions Adopted. In support of the proposed amendment to re-designate said property from Multi-Family Urban to General Commercial, and rezone said property from Multi-Family Urban (R-12) to General Commercial with conditions (GC/C), the City Council hereby adopts the following findings and conclusions as well as those contained in the City Council Memo dated October 20, 2009.

FINDINGS:

1. The Redmond City Council finds that a mixed use development located on the subject property would be beneficial to the City to provide additional housing opportunities located adjacent to limited office and or retail uses.
2. The subject property is located near a Metro bus stop and within walking distance of other urban facilities.

3. Limited office and retail uses will serve adjacent and nearby residences and may diminish vehicle trips to obtain such services.
4. Lighting from office and/or retail uses on the site could have a significant impact on adjacent and residential properties during evening hours. Directing light downward and away from adjacent properties would minimize the impact on adjacent residential uses.

CONCLUSIONS:

1. The Comprehensive Plan and Redmond Community Development Guide Amendment and Development Agreement for the subject property shall be conditioned to ensure that any development on the site is a mixed use, multi-family and office or retail development. Development which is strictly retail and/or office uses shall be prohibited. Development which is strictly residential shall also be prohibited. The mixed use will provide an appropriate transition between the residential properties in the vicinity.
2. All lighting for the proposed development shall be shielded and/or reflected downward and back onto the

site so as to minimize glare and lighting impacts on adjacent properties.

3. All business activities on the site shall be limited in hours of operation in order to minimize noise impacts on adjacent and vicinal residential properties. The hours of operation for any business on the subject property shall be limited to 16 hours per day, between 6:00 a.m. and 10:00 p.m.

Section 2. Amend Zoning Map. The Zoning Map established by Section 20C.10.15-010, *Establishment of Zoning Map*, of the Redmond Municipal Code and the Redmond Community Development Guide is hereby amended to rezone said property from Multi-Family Urban (R-12) to General Commercial with conditions (GC/C), as shown in Exhibit 1a and subject to the execution of the Development Agreement, approved in Section 3 and as shown in Exhibit 1 of this ordinance. Exhibits 1 and 1a are attached hereto and incorporated herein by this reference as if set forth in full to this Ordinance.

Section 3. Development Agreement. The Mayor is hereby authorized to execute and the City Clerk to attest to that certain document entitled "Development Agreement for Richardson Comprehensive Land Use Map and Zoning Amendment, L070257, attached to this ordinance as Exhibit 2 and incorporated herein

by this reference as if set forth in full. The City Clerk is further directed to record said Development Agreement with the King County Recorder as a covenant running with the land. The cost of said recordation shall be paid by the applicant in accord with the terms of the development agreement.

Section 4. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall take effect five days after passage and publication of an approved summary thereof consisting of the title.

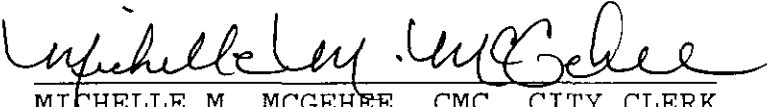
ADOPTED by the Redmond City Council this 20th day of
October, 2009.

CITY OF REDMOND



JOHN MARCHIONE, MAYOR

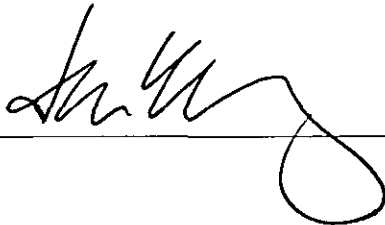
ATTEST:



MICHELLE M. MCGEHEE, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: 

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| FILED WITH THE CITY CLERK: | October 14, 2009 |
| PASSED BY THE CITY COUNCIL: | October 20, 2009 |
| SIGNED BY THE MAYOR: | October 20, 2009 |
| PUBLISHED: | October 26, 2009 |
| EFFECTIVE DATE: | October 31, 2009 |
| ORDINANCE NO. <u>2496</u> | |

ADOPTED 6-1, Yes: Allen, Carson, Margeson, McCormick, Myers and Vache
No: Cole

EXHIBIT I

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDMOND AND JILL RICHARDSON FOR DEVELOPMENT OF THE PROPERTY LOCATED AT 7505 WEST LAKE SAMMAMISH PARKWAY NORTHEAST

Pursuant to the authority granted by RCW 36.70B.170 through .210, the City of Redmond, a Washington Optional Municipal Code City ("City"), and Jill Richardson, ("Owner") the owner of real property located at 7505 West Lake Sammamish Parkway NE, Redmond, Washington and as legally described below, enter into the following agreement ("Development Agreement") to govern the development and land uses associated with the development of said property through construction of buildings and related improvements. The City and the Owner are sometimes collectively referred to as the "Parties" and individually as the "Party."

A development agreement between the City and the Owner is a collaboration that will provide mutual benefit to the Parties by designating the property for General Commercial land use and zoning which will allow a mixed-use residential and commercial project. The development of housing on the site will provide additional opportunities to reside close to transit and services; other commercial services on site will create new business opportunities in the City adjacent to Downtown. Further, a mixed-use residential and commercial development in this location will assist in providing a transition in land use between the Grass Lawn and Downtown neighborhoods.

Through this Agreement, the Parties desire to establish provisions for the future development of the property as outlined herein.

1. Location and Legal Description.

The Richardson property consists of approximately 0.66 acres located at 7505 West Lake Sammamish Parkway NE near the intersection of Old Redmond Road and West Lake Sammamish Parkway NE, in Redmond, King County, Washington (the "Property"). The legal description of the property upon which subsequent land uses will be developed and which is covered by this Development Agreement is as follows:

THAT PORTION OF THE NORTH 165 FEET OF THE EAST 660 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD NUMBER 850 AND LYING SOUTHWESTERLY OF WEST LAKE SAMMAMISH BOULEVARD; ALSO KNOWN AS COUNTY ROAD NO. 1309;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 520 BY DEED DATED DECEMBER 13, 1972 AND RECORDED UNDER RECORDING NUMBER 7302270142, IN KING COUNTY, WASHINGTON.

2. Richardson Property Development.

The Richardson Development (the "Project") is planned as a residential mixed-use project that combines residences with limited service uses within the General Commercial zone, and as listed in Redmond Community Development Guide (RCDG) Section 20C.50.20-030, Commercial Zones Permitted Land Uses Chart. The Development Agreement identifies the specific land uses to be allowed on the site and other requirements regarding the subsequent development of the site, and which are set forth in this Agreement.

3. Mixed Use Development.

Any development on the site shall be of a mixed commercial/multi-family residential character. All allowed uses must meet the requirements of the General Commercial (GC) zone, and shall meet all other requirements of the Redmond Community Development Guide.

4. Allowed Uses.

The land uses allowed on the property shall be limited to the following uses:

(See RCDG 20C.50.20-030, Commercial Zones Permitted Land Uses Chart).

Uses:

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|--|
| Residential Multi-Family |
| Commercial/Industrial Photography, Cinematography (no on-site hazardous waste storage and treatment) |
| Finance, Insurance and Real Estate, Title Offices, Real Estate Sales and Brokerage |
| Business Services: Computer Rentals, Mailing Centers, Copy, Fax, Telework Centers |
| Professional Services: Physicians, Out-Patient Clinics, Dentists, Social Services, Architects, Engineers, Accountants, Attorneys |
| Eating and Drinking Establishments (sit-down and/or carry-out) (No drive-through) |
| Bakeries, Coffee Shop, Florists and similar retail uses |
| Personal Services: Laundry and Dry Cleaning, Barber and Beauty Salons |

5. Business Hours of Operation.

Hours of operation for any business use on the site shall not exceed 16 hours per day, concluding at 10:00 p.m.

6. Lighting.

All lighting on the site shall be shielded and/or reflected downward and back onto the site so as to minimize glare and lighting impacts on adjacent properties.

7. Parking.

The number of parking spaces on the property shall conform to the requirements of the General Commercial zone for both business and residential uses.

8. Recording: Assignment.

This Development Agreement shall be recorded with the Real Property Records Division of the King County Records and Elections Department. This Development Agreement shall bind and inure to the benefit of the parties and their successors in interest, and may be assigned to any successor in interest. All costs of recording this Agreement shall be paid by the Owner.

9. Modification.

This Development Agreement may be modified only with the agreement of the Redmond City Council and the Owner or her successors and assigns.

10. Reservation of Authority.

Pursuant to RCW 36.70B.170(4), the City reserves authority to impose new or different regulations on the Richardson Development and the Richardson Property to the extent required by a serious threat to public health and safety.

11. Severability.

If any provision of this Development Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision.

12. Entire Agreement.

This Development Agreement and its exhibits contain the entire agreement and understanding between the parties concerning the Richardson Development and supersedes any and all prior verbal statements and understandings.

Agreed this _____ of _____, 2009.

CITY OF REDMOND

By John Marchione, Mayor

Owner
Jill Richardson

ATTEST:

City Attorney

Approved as to form:

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it the mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2009.

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

