



REGULAR MEETING AND PUBLIC HEARING OF THE NORTH BEND PLANNING COMMISSION

**Thursday, September 24, 7:00-9:00 PM
Online Meeting**

AGENDA

- 1) 7:00 Call to order and roll call**
- 2) 7:01 Opportunity for public comment on non-agenda items (3 minutes per person)**
- 3) 7:04 Approval of Agenda (no items this meeting for Consent Agenda)**
- 4) 7:04 Approval of Minutes of September 10, 2020 Planning Commission Meeting**
- 5) 7:05 Wayne Seminoff Marijuana Retail Development Agreement - 43514 SE North Bend Way (Mike McCarty)**
 - a) Staff introduction of amendments to DA following 9/10 PC Meeting**
 - b) Planning Commission deliberation and recommendation**
- 6) 7:45 Development Agreement with Puget Western, Inc. to allow septic system for Mario Site Light Industrial Development, subject to participation in Utility Local Improvement District to provide sewer service to area and connection to sewer once available (Jesse Reynolds)**
 - a) Staff introduction**
 - b) Public Hearing**
 - c) Planning Commission deliberation**
- 7) Adjournment by 9:00 unless otherwise approved by Commission**

Upcoming Agenda Items for October 8 meeting:

- PC Recommendation – Puget Western Mario Site Light Industrial Development Agreement allowing Septic subject to ULID participation (Jesse Reynolds)**
- Introduction – Creation of a new Medium Density Residential Zone (Mike McCarty)**

Agenda & Package distribution by hard copy: Planning Commission, City Hall Front Desk.

Agenda & Package distribution by e-mail: Mayor, Council, Planning Commission, Administrator, City Clerk, City Attorney, CED Director, other relevant staff.

Agenda and packet are also available to the general public from Notify Me via the City's website.



GUIDELINES FOR CITIZEN PARTICIPATION At Planning Commission Meetings

Citizen Participation and Contribution. Citizens are welcome and encouraged to attend all Planning Commission meetings and are encouraged to participate and contribute to the deliberations of the Commission. Recognition of a speaker by the Planning Commission Chair is a prerequisite to speaking and is necessary for an orderly and effective meeting. It will be expected that all speakers will deliver their comments in a courteous and efficient manner. At anytime during the meeting anyone making out-of-order comments or acting in an unruly manner will be subject to removal from the meeting.

Right to Speak at Public Hearing. Any person has the right to speak at any Public Hearing on the item on the agenda after the staff report and any clarifying questions of the Planning Commission, but before the Planning Commission has discussed the item and action is taken. Speakers are requested to supply their contact information requested on the sign-in sheet to assist the Clerk with the Minutes.

Manner of Addressing Planning Commission. Each person desiring to address the Planning Commission shall stand, state his/her name and address for the record, and unless further time is granted by a majority of the Planning Commission, must limit his/her remarks to three (3) minutes. All remarks shall be addressed to the Chair of the Planning Commission and not to any member individually. All speakers shall be courteous and shall not engage in, discuss or comment on personalities or indulge in derogatory remarks or insinuations.

Spokesperson for Group of Persons. In order to expedite matters and to avoid repetitious presentations, delay or interruption of the orderly business of the Planning Commission, whenever any group of persons wishes to address the Planning Commission on the same subject matter, it shall be proper for the Chair of the Planning Commission to request that a spokesperson be chosen by the group to address the Planning Commission.

Items Not on the Agenda (Citizen's Comments). The Chair of the Planning Commission will provide an opportunity for Citizens to speak on any subject that is not part of the Planning Commission Agenda for that night's meeting. Each person desiring to address an item that is not on the Planning Commission Agenda shall stand, state his/her name and address for the record, state the subject he/she wishes to discuss, if he/she is representing a group or organization the name should be stated, and unless further time is granted by a majority of the Planning Commission, must limit his/her remarks to three (3) minutes. Speakers are requested to supply the contact information requested on the sign-in sheet to assist the Clerk with the Minutes.

**NORTH BEND PLANNING COMMISSION
- ACTION MEETING MINUTES -**

Thursday, September 10, 2020 at 7:00 PM
- Online Meeting -

Please Note: A complete audio recording of this meeting is available on the City of North Bend website, www.northbendwa.gov, under: Government - Boards & Commissions - Planning Commission - Meeting Audio

CALL TO ORDER

The meeting was called to order at 7:00 PM.

ROLL CALL

Planning Commissioners present: Judy Bilanko, James Boevers, Scott Greenberg, Suzan Torguson, Olivia Moe and Gary Towe (Chair). Commissioner Bush was unable to attend and was excused from tonight's meeting. City Staff Present: Mike McCarty, Senior Planner

AGENDA ITEM #2: Opportunity for Public Comment

Chair Towe asked if anyone in attendance would like to comment on any subject. No one so spoke.

AGENDA ITEM #3: Approval of Agenda (no items this meeting for Consent Agenda)

The Agenda for tonight's meeting was Approved.

AGENDA ITEM #4: Approval August 13, 2020 Planning Commission Meeting Minutes

The Minutes for the August 13, 2020 meeting were Approved.

AGENDA ITEM #5: Wayne Seminoff Marijuana Retail Development Agreement – 43514 SE North Bend Way (Mike McCarty)

a) Staff Introduction

Mike McCarty provided an introduction to this Agenda Item.

b) Planning Commission deliberation (no action at this meeting – need to wait for issuance of SEPA Determination)

There was discussion between the Planning Commissioners and Mr. McCarty regarding this development proposal.

After discussion, Commissioner Boevers made a Motion to eliminate the \$25,000 annual mitigation fee. Commissioner Greenberg seconded the Motion. The Motion was Approved, 5-0.

Mr. McCarty stated he will remove the mitigation provision from the Developer Agreement.

AGENDA ITEM #6: Adjournment by 9:00 PM unless otherwise approved by Commission

The meeting was adjourned at 7:45 PM.

NEXT PLANNING COMMISSION MEETING:

The next Planning Commission meeting will be September 24, 2020 and will be held online.

ATTEST:

Gary Towe, Chair

Mike McCarty, City of North Bend

Memo

September 16, 2020

To: Planning Commission
From: Mike McCarty, Senior Planner

Subject: Traffic Impact Fee regarding Marijuana Retail Store (Wayne Seminoff Development Agreement)

Planning Commission,

This memo is to clarify information I provided you during the September 10 Planning Commission meeting concerning payment of the Traffic Impact Fee for the Wayne Seminoff Marijuana Retail Store and to suggest a provision in the Development Agreement concerning payment of such fees.

At the meeting, I indicated that the applicant would need to pay traffic impact fees as required for new development. However, the traffic impact fee regulations in Chapter 17.38 of the North Bend Municipal Code include an exemption in 17.38.040 for payment of traffic impact fees for changes in use to existing buildings less than 15,000 square feet in size. As the applicant's building is less than 15,000 square feet in size, they would fall under this exemption and not be required to pay a Traffic Impact Fee.

This change-in-use exemption assumes that changes in use for small-scale buildings won't have a significantly different impact than what was there previously, typically in the context of a commercial-to-commercial change of use. In the case of this proposal, the use is changing from a single-family home into a commercial retail store, which will have a higher traffic impact.

I have therefore added a provision to the draft Development Agreement for your consideration that requires the applicant to pay the applicable traffic impact fee that would otherwise be due, less the impact fee credit for the existing single-family residential use.

Regardless of the traffic impact fee, the applicant would also need to obtain a certificate of concurrency under the Concurrency Regulations in Chapter 20.12 NBMC, including review for traffic concurrency. This requires submittal of a traffic impact analysis if the project generates more than 10 pm-peak hour trips and mitigation for impacts to maintain traffic levels of service, if the proposal results in levels of service of nearby intersections dropping below established standards.

I'll look for your direction on this topic, as well as your recommendation for approval or denial of the Development Agreement as a whole, at your September 24 meeting.

Sincerely,
Mike McCarty,
Senior Planner



Staff Report and Planning Commission Recommendation Marijuana Retail Development Agreement

Date: August 4, 2020, updated September 16, 2020

Proponent: Wayne Seminoff

I. Summary of Development Agreement:

Wayne Seminoff has approached the City of North Bend inquiring about developing a marijuana retail business at 43514 SE North Bend Way, located in the City's Employment Park 1 (EP1) Zone. Mr. Seminoff has a marijuana retail license from the Washington State Liquor and Cannabis Board, which he plans to use to open a marijuana retail store within North Bend, pending local approval. Mr. Seminoff plans to partner with Mehran (Mike) Rafizadah and Nicholas Rafizadah to operate the North Bend marijuana retail store, who also operate a marijuana retail store in Seattle, The Joint.

The subject property is currently occupied by a single-family home and a storage yard associated with Fury Site Works. The applicant would remodel the single-family home into a commercial building, consistent with the conceptual elevation shown in the applicant's attached memo. The Fury Site Works portion of the property would remain as is.

Marijuana retail is not permitted at this location per the North Bend Municipal Code. The City's Marijuana Regulations in NBMC 18.60.030(D) only permits marijuana retail within certain areas of the Interchange Commercial zone at exit 31 and additionally subject to a 1,000-foot setback between such marijuana uses and certain sensitive uses established consistent with state law in place at the time it was adopted.

Marijuana retail uses have not established to-date at the currently-permitted locations, likely as a result of limitations outside of the City's control, such as lack of interest by property owners and/or limitations from shopping center CCRs or loans on those properties where marijuana retail is currently permitted.

Since the NBMC marijuana regulations were adopted, the State of Washington has reduced several of the setback from sensitive uses (e.g. parks, day care centers, schools) and this location, if approved, would meet the current minimum state laws on setbacks, even though our code has not been updated to match the state laws.

The purpose of DAs is clarified under 18.27.020, and in summary, allows for establishing standards and requirements for a specific project that may differ from portions of the City's development regulations, subject to approval by the City Council. A DA enabling marijuana retail on one property outside of the currently permitted zone has an advantage over amending the City's zoning regulations to enable marijuana retail in additional locations in the city in that it provides a more limited "trial basis" for considering each applicant individually, and provides more control as well as the ability to impose requirements that go above and beyond what is otherwise required in the municipal code and state law.

There are benefits and potential impacts concerning a marijuana retail use at this proposed location on SE. North Bend Way, which are evaluated below. The principal benefit to the City is the tax revenue to the City from having a marijuana retail use within City limits. The applicant has identified additional benefits they feel the proposal will bring to the community in their attached memo.

II. Community and Economic Development (CED) Council Committee Review

The CED Council Committee reviewed the proposal for a Development Agreement to allow a marijuana retail business at 43514 SE North Bend Way at their June 16, 2020 meeting and recommended that the draft DA be taken to the Planning Commission for their review and recommendation to the City Council following their consideration of public comment at a public hearing, as required per NBMC 18.27.025. Subsequent to the CED Committee meeting, Councilmember Garcia requested that the Planning Commission also consider recommending the imposition of an annual mitigation payment to address traffic and public safety impacts, consistent with the mitigation payment that was offered by prior marijuana retail development agreement proponent Cliff Gehrett. That question and analysis is described further below.

III. Consistency with North Bend Municipal Code (NBMC) Chapter 18.27, Development Agreements

As stated in Chapter 18.27.020, the purposes for development agreements include creating certainty to applicants, consolidating numerous issues involved in complex development projects into a single controlling instrument, maximize efficient use of resources at the least economic cost to the public, and to strengthen the public planning process. The proposed DA, including this process for review and public hearing before the Planning Commission, achieves those purposes.

The Applicant has met the application requirements for a development agreement detailed in NBMC 18.27.030. The only deviations from the code are those detailed in the DA, relating specifically to allowing the use in a location outside of the zone and location permitted for marijuana retail in the City's Marijuana Regulations in NBMC 18.50.

IV. Consistency with the North Bend Comprehensive Plan

Pursuant to NBMC 18.27.020(C), a Development Agreement should further the objectives of the Comprehensive Plan. The North Bend Comprehensive Plan does not speak in either support or opposition to marijuana retail as a particular use. However, the proposal could be considered to support certain policies within the Comprehensive Plan relating to Economic Development, including the following:

- Economic Development Goal 2: Create public and private opportunities for economic development that encourage and enable redevelopment of underperforming commercial sites.
- Capital Facilities Element Policy 4.9: Coordinate the City's land use and public works planning activities with an ongoing program of long-range financial planning to conserve fiscal resources available to implement the Capital Facilities Element.

The proposal is consistent with Economic Development Goal 2 in that it provides an opportunity for a new retail use within an existing underperforming commercial site. This furthers the intent of Goal 2 by providing a private opportunity for economic development that will benefit the City's finances.

The proposal is consistent Capital Facilities Element Policy 4.9 in that it enables a use that will generate significant revenue to the City, enabling the City to reduce the need for other revenue sources, such as taxes, to meet the City's fiscal needs. See additional information on economic benefits under that section below.

V. Impacts of Proposal

NBMC 20.08.070 and .080 requires that applications for municipal code amendments be evaluated for their environmental, economic and cultural impacts, as well as impacts to surrounding properties. While a development agreement is not a code amendment, the impacts of such a development agreement should likewise be considered. These impacts are evaluated below.

- 1) **Environmental Impacts.** No environmental impacts are anticipated from approving the proposed Development Agreement. The proposal locates the business within an existing building and proposes typical site improvements associated with a commercial development including parking, landscaping, stormwater controls, etc., which will be reviewed for consistency with the City's development regulations.
- 2) **Economic Impacts.** Consistent with information the City's Finance Director prepared for the prior similar application, North Bend would likely receive in the range of \$100,000 to \$150,000 per year based on tax revenue from the Washington State tax system pertaining to marijuana retail, which provides a share of the tax collected from the sale of marijuana state-wide back to the local jurisdiction. This revenue would provide a substantial benefit for the City in funding essential services such as police and fire, and in maintaining levels of service for streets, parks, and other infrastructure that serves its citizens.

Of note, however, Mr. Seminoff is not proposing an annual payment to the City as mitigation for traffic, public safety and community impacts, as the prior proponent for a marijuana retail store, Cliff Gehrett, offered.

A mitigation payment was not discussed at the CED Council Committee meeting, but subsequent to that meeting, Councilmember Garcia requested that the Planning Commission consider requiring an annual mitigation payment of \$25,000 to the City, as what was offered by prior proponent Cliff Gehrett. The City has the authority to impose mitigation payments within a DA under NBMC 18.27.030(B) and NBMC 18.27.050.

The draft DA was initially prepared including this mitigation payment for consideration by the Planning Commission in their recommendation back to the City Council. At the September 10 Planning Commission meeting, the Commission requested eliminating this mitigation fee, finding that the impacts of the development were not significantly different from other commercial uses and that therefore such mitigation fee should not be required.

- 3) **Traffic Impacts.** A marijuana use will bring added traffic from customers from outside of the area off I-90, similar in context to a fast food restaurant. The applicant will need to prepare a traffic impact analysis as a part of their development application if the use exceeds 10 pm-peak hour trips, and mitigation measures would be imposed if warranted under the City's concurrency requirements. The use would potentially be exempt from paying traffic impact fees as a change of use under 15,000 square feet under NBMC 17.38.040(A)(7). However, given that the use is changing from a single-family home into a retail store which will have greater traffic impacts, rather

than a commercial-to-commercial change of use with substantially similar impacts, staff have recommended a provision within the Development Agreement to require payment of the traffic impact fee that would otherwise be due, less credit for the existing single-family home use.

4) Impacts to Adjacent properties.

Potential impacts from the use at this location focus on its location on SE North Bend Way, in relatively close proximity to nearby residential developments including the Cottages at North Bend across the street. A marijuana retail business would be a commercial use with impacts such as noise, light, and traffic. However, this property is zoned Employment Park 1 and is anticipated to transition over time along with other properties within this zone into various commercial and light-industrial uses, which would have similar impacts.

The City's development regulations addressing landscaping and lighting would minimize visual impacts from the proposed development. The DA establishes additional design criteria to require the applicant to build a building with certain design elements reflecting the City's outdoor character, and additional controls on signage and color, to ensure that the proposal remains attractive and is not overly attention-getting.

The proposal would have a positive impact in terms of new supporting infrastructure required for the development (new sidewalks, street trees, and landscaping, etc.), improving the developed condition of the surrounding neighborhood.

Some public comments received expressed concern about the impacts of opening a marijuana retail store on local property values. Studies were cited in written comments received, both supporting and refuting these impacts (see for example Benyshek Comment letter (Comment 17) and Jiwani Comment Letter (Comment 51)). As there are multiple studies available that come to differing conclusions regarding this, the Planning Commission is encouraged to further research and evaluate such studies on their own to inform their consideration of a recommendation of approval or denial. Subject to the City's strong design, landscape and site improvement requirements and the additional provisions within the proposed Development Agreement, such impacts are likely to be minimal and similar in nature to other permitted uses within this zone.

- 5) Social/cultural concerns.** At the public hearing, there were both positive and negative comments submitted from the community related to social/cultural concerns, including concerns about substance abuse, proximity to youth and potential increased access to youth, as well as about the medicinal benefits of marijuana to locals suffering chronic ailments. Some comments, for example from the Cascade Covenant Church (comment 39), suggested that the City should help to fund social services or recovery programs if such a use is permitted.
- 6) Security and Operational Impacts:** Without proper controls and under poor management, a marijuana retail facility might be the subject of increased shoplifting, code violations, or other objectionable activities requiring attention by local law enforcement. To provide a higher level of caution, City staff inquired with the City of Seattle and the Liquor and Cannabis Board regarding the operation of The Joint, a marijuana retail store in the U-District of Seattle owned by Nicholas and Mike Rafizadah, who would be operating the North Bend marijuana retail store for Mr. Seminoff.

Staff inquired with the City of Seattle's Marijuana Program within the Consumer Protection Division about any operational violations regarding The Joint. The Seattle Marijuana Program Coordinator indicated that there have not been any major operational issues with The Joint. The coordinator noted that there haven't been any community or business complaints logged against the business, and that the only inspection issue had to do with not having some required signage posted on site, which the store complied with following the inspection. The program coordinator also stated that the most common community complaint logged for marijuana retail stores broadly is loitering and smoking around the store, which she indicated has not been reported at The Joint.

Inquiry with the Washington State Liquor and Cannabis Board noted a True Party of Interest Licensing Violation against The Joint. A lieutenant from the Liquor and Cannabis Board indicated that this licensing violation was involving another individual (not Mehran or Nicholas Rafizadah) who was on contract with The Joint as a consultant (as well as for a number of other marijuana retail stores), but was also involved in making business decisions for the stores and profiting from them, a violation of state marijuana regulations, which require that all owners be disclosed on the license. The lieutenant indicated that this is not an uncommon violation, given the complexity of the state's marijuana licensing regulations.

Because our research with the Seattle Marijuana Program did not note any significant operational issues with the Joint, and because the LCB violation on The Joint was a licensing rather than operational violation, and wasn't a violation of Mehran or Nicholas Rafizadah directly, staff determined it was appropriate to move forward with taking this through Planning Commission review and scheduling a public hearing at the August 13 Planning Commission meeting.

As an additional control to provide for security and to address potential operational concerns, the proposed DA limits the hours of operation for the use to 8am – 10pm, which is more restrictive than state law.

As with property value concerns, some public comments received expressed concern about the impacts of opening a marijuana retail store on crime within the area. Studies were cited in written comments received, both supporting and refuting these impacts (see for example Benyshek Comment letter (Comment 17) and Jiwani Comment Letter (Comment 51)). As there are multiple studies available that come to differing conclusions, the Planning Commission is encouraged to further research and evaluate such studies on their own to inform their consideration of a recommendation of approval or denial.

VI. Planning Commission Review Findings:

1. The Planning Commission reviewed the Development Agreement on August 13, September 10, and September 24, 2020 and held a Public Hearing on the proposed matter on August 13, 2020. Individuals provided testimony at the public hearing, the recording of which is available on the City's website and at the following link:
<https://www.youtube.com/channel/UCXyoDSWWOczdIGgqxv4coFw>. Written comment received for the hearing is attached to this staff report.

2. Public Comment received for and at the public hearing included concern about traffic, pedestrian safety impacts from traffic, the potential for increased crime and decreased property values, increased access of marijuana to youth, proximity to youth activities at the nearby Cascade Covenant Church, and the need to address services for drug dependency, among other comments. Comments were also received in support of the proposal noting revenue to the City and convenience of local access for nearby residents, among other comments.
3. Planning Commission members asked the following additional questions to staff following the August 13 Planning Commission meeting:
 - a. A comment was received regarding correcting a WAC citation within the Development Agreement, and Commissioner Boevers requested that the citation be corrected and questioned whether it would impact minimum required buffers to the use. That incorrect citation has been corrected in section 3.10 of the Development Agreement and referenced to security requirements for a marijuana retail use in WAC 314-55 (previously incorrectly cited as WAC 315-45). Staff checked the other citations to state regulations in the DA including those referencing to minimum buffers, which were correct.
 - b. Commissioner Boevers asked for more information on whether the planned roundabout at the North Bend Way/436th intersection would prevent traffic exiting the marijuana retail store from getting directly back onto 436th. The roundabout improvements are further east than the proposed store, and do not include a median or curb in this location that would prevent traffic exiting the store from turning back eastbound or onto 436th.
 - c. Commissioner Bush asked what the rationale was for the \$25k annual mitigation fee, and why is that fee a flat rate? A councilmember from the CED Committee requested that the Planning Commission consider requiring the same \$25k mitigation fee that was applied to the development agreement of the prior applicant for a marijuana retail store (which was abandoned by the applicant before completing the process for an approved development agreement). The amount of that annual mitigation fee is not based on the cost of a particular service, but is a contribution to the City's general fund, which could be used for multiple purposes, such as street, sidewalk and bicycle facility improvements, and support for the City's public safety budget. Because the use is proposed under a contractual Development Agreement rather than under conventional zoning and municipal code allowances, the City has the authority to impose an additional fee at its discretion. The Planning Commission was asked to consider and make a recommendation to the Council as to whether to apply this fee, its amount, and whether it should be applied to a specific purpose, such as addressing any of the comments received at the hearing.
 - d. Commissioner Towe asked for a history of previous marijuana retail development agreement attempts within the City, including the applicant, location, and reason the request was withdrawn or denied. Cliff Gehrett previously applied for a development agreement at 1310 SE North Bend Way, at which he was intending to convert an existing single family home into a marijuana retail store as a first phase, and develop a multi-tenant commercial building to house the use (as well as other retail uses) in a second phase. He abandoned this proposal before the Planning Commission made its recommendation to pursue another location at 320 SW Mount Si Boulevard, within a vacant tenant space at the Mountain Valley Shopping Center, intending to purchase a portion of the shopping center. He then abandoned this proposal before the Planning Commission made its recommendation, after other owners within the shopping center asserted that the marijuana retail store would violate the private covenants, conditions, and restrictions of the shopping center, running into conflicts from other owners within the shopping center.

- e. Commission Towe requested more information on difficulties that businesses may face in obtaining a federally backed loan or other financial hardship if a marijuana retail business locates nearby. Marijuana retail stores have found difficulty leasing space in some shopping centers such as the Outlet Mall, likely due to the owners of such properties not allowing marijuana-related uses because marijuana is not legal at the federal level, and having income from a tenant for such use could violate terms of federally backed loans on the property. Likewise, at the time that the Planning Commission was considering a development agreement for the Gehrett marijuana retail store in the Mountain Valley Shopping Center, the Sno Falls Credit Union commented during that hearing opposing Mr. Gehrett's proposal, as they were leasing space for a credit union branch office within the portion of the shopping center that Mr. Gehrett would have purchased. They indicated that leasing space from a property owner that was taking income from a marijuana retail store in the same building may jeopardize their ability to offer federally backed loans to customers. In the case of the current proposal, the property owner has already indicated support for leasing the property to the marijuana retail store applicant. The loan issue should not affect adjacent properties, which are separately owned and would not be tied to any potential loans on the subject property.
- 4. At their September 10, 2020 meeting, the Planning Commission deliberated on whether to recommend imposing the \$25,000 annual traffic and public safety mitigation payment that was included as a part of the development agreement for the prior marijuana retail applicant. The Planning Commission found that based on the lack of evidence of increased crime or need for additional police services from staff investigation concerning this proposal and the prior marijuana retail proposal, and that the proposal would be required to mitigate for traffic impacts generated by the project under the City's concurrency regulations if the project impacts adopted levels of service, imposing such additional annual payment was not justified, and do not recommend such mitigation payment.

VII. Summary Findings:

- 5. Pursuant to NBMC 18.27.025 A, a public hearing notice for the August 13, 2020 Public Hearing was published and mailed to properties within 300 feet, relevant agencies, and parties of record consistent with RCW 36.70B.200 and City Code Chapter 20.03. The public hearing was held on August 13, 2020 and comments were received, as attached to this staff report.
- 6. A State Environmental Policy Act Determination of Non-Significance was issued on the Development Agreement on September 18, 2020 and duly posted and mailed consistent with SEPA notification procedures. The development project itself is exempt from SEPA review as it is under the minimum thresholds for SEPA review of a commercial development (less than 4,000 square feet of building, and less than 20 parking spaces).
- 7. The proposed DA is consistent with the intent and purpose of Chapter 18.27, Development Agreements, and the North Bend Comprehensive Plan.
- 8. The proposed DA is consistent with state law on development agreements per RCW 36.70B.170 through 36.70B.210, and has been approved in form by the City Attorney.

VII. Requested Planning Commission Analysis:

The Planning Commission should evaluate the draft DA together with the information provided in this staff report against public comment received at the hearing, and determine whether to recommend that the City Council approve the DA. The Planning Commission should consider whether, on balance, the DA is in the best interest of the City of North Bend, resulting in a net benefit to the community.

The Planning Commission should additionally consider and recommend whether to impose a \$25,000 annual mitigation payment for traffic and community impacts as described in this staff report, and if there are specific purposes that such mitigation payment should be applied toward.

VIII. Staff Recommendation:

Approving a Development Agreement to allow marijuana retail at 43514 SE North Bend Way will provide a benefit to the City from the added tax revenue received from allowing the use. The Development Agreement provides a number of provisions that mitigate the potential impacts of the use, ensuring an attractive development with additional security and operational measures that go beyond what is required under state law. However, comments were submitted from a number of surrounding property owners and others that will need to be carefully considered by the Planning Commission prior to making their recommendation.

Mike McCarty, Senior Planner

Date

IX. Planning Commission Recommendation

Following consideration of the staff report, draft Development Agreement, and public comment received at the public hearing, the Planning Commission recommends that the City Council approve / deny the Development Agreement.

Planning Commission Chair

Date

Attachments:

1. Draft Development Agreement
2. SEPA Determination
3. Applicant's SEPA Checklist
4. Applicant's Submittal Information
5. Written comments received

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NORTH BEND
AND WAYNE SEMINOFF FOR A MARIJUANA RETAIL STORE**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and Wayne Seminoff, development applicant for a proposed marijuana retail store (“Retail Store”), jointly (the “Parties”).

WHEREAS, Retail Store has an existing state license to sell marijuana products in North Bend, Washington, pending approval by the City of North Bend for a specific location; and

WHEREAS, Retail Store wishes to open a marijuana retail store in North Bend consistent with all local and state laws and the terms and provisions of this Development Agreement; and

WHEREAS, the City retained Community Attributes to perform a leakage study to determine what services and products citizens were purchasing in other surrounding communities and Community Attributes delivered the results of such study to the North Bend City Council at a Work Study in September 2018 and such leakage study identified opportunities for additional retail uses for generating tax revenue; and

WHEREAS, the North Bend City Council wishes to retain the greatest percentage of business and corresponding tax dollars within the City; and

WHEREAS, Retail Store has made an offer to lease certain real property at 43514 SE North Bend Way, North Bend, Washington (collectively, the “Property”); and

WHEREAS, Washington state law mandates a minimum 1,000-foot separation setback between marijuana retail sales and elementary and secondary schools and children’s public playgrounds and allows Council discretion for a setback for public parks, public transit centers, libraries or game arcade so long as a minimum 100’ setback is maintained (See RCW 69.50.331), which setbacks are shown in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, WAC 314-55-050(11) states that “A city or county may by local ordinance permit the licensing of marijuana businesses within one thousand feet but not less than one hundred feet of [recreation centers or facilities, child care centers, public parks, public transit centers, libraries, or game arcades (where admission is not restricted to persons age twenty-one or older)]” and the City may reduce these buffers as necessary to allow for this development agreement; and

WHEREAS, the proposed Retail Store location at is outside of the optional minimum setbacks for the uses listed under WAC 314-55-010(11); and

WHEREAS, the North Bend Municipal Code currently allows for marijuana sales under Chapter 18.60 NBMC and state law allows the City Council to exercise discretion to reduce setbacks as set forth in Exhibit A;

WHEREAS, pursuant to NBMC 17.27.040, this Agreement, and conformance to the minimum setbacks established under state law, the Retail Store need not conform to the City's locational requirements for Marijuana Retail dispensaries in NBMC Chapter 18.60; and

WHEREAS, the Retail Store is consistent with North Bend's Comprehensive Plan goals and policies for this area as it provides for increased use of underperforming commercial property, employment opportunities, and economic development within the City; and

WHEREAS, the City has inquired with the Seattle Marijuana Program Consumer Protection Division and the Washington State Liquor and Cannabis Board about the operation and business practices of Mike Rafizadeh and Nicholas Rafizadeh, business partners of Wayne Seminoff that will operate the Retail Store, who currently also operate a marijuana retail store in the City of Seattle, "The Joint." The Seattle Marijuana Program Consumer Protection Division did not indicate any noteworthy operational violations of The Joint. While the Liquor and Cannabis Board indicated no criminal investigations or safety violations related to The Joint, the Liquor and Cannabis Board noted a True Party of Interest Licensing Violation associated with another individual involved in that store, separate from Mr. Seminoff's business partners, which City staff did not consider significant for consideration of the applicant's proposed Retail Store in North Bend; and

WHEREAS, Chapter 18.27 of the NBMC and state law authorize the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by local government planning under chapter the Growth Management Act (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing (RCW 36.70B.200); and

WHEREAS, on _____, a Determination of Non-Significance ("DNS") was issued for this Agreement and the Project described herein; and

WHEREAS, a public hearing on this Agreement was held during a regular meeting of the Planning Commission on _____; and

WHEREAS, on _____, the City Council passed Resolution No. _____, approving and authorizing the Mayor to enter into this Agreement on behalf of the City;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **The Project Site.** The Project Site consists of certain real property commonly known as:

43514 SE North Bend Way, North Bend, Washington, as legally described in the attached **Exhibit B** (collectively “the Property”).

2. **The Project.** The Project is the development and use of the Project Site as a retail marijuana store in compliance with Chapter 18.60 NBMC (except as otherwise approved by this Agreement) and compliance with all state regulations including RCW 69.50.101, RCW 35A.12.140 and WAC 314-55-010 through 314-55-540 (“Marijuana Retail Store”) as now existing or hereafter amended. The Project consists of remodeling and conversion of the existing single-family home at 43514 SE North Bend Way into a commercial building and constructing associated site improvements including parking, street frontage improvements, stormwater, and landscaping, and locating the marijuana retail store within the remodeled building.

3. **Development and Operational Provisions.** The following provisions shall be required for the Project. Unless otherwise specified herein, the Project shall provide full compliance with the provisions of the NBMC and all applicable state laws.

3.1 **Building Remodel.** Remodel of the existing single-family residence into a commercial building for the Retail Store shall be made in compliance with all applicable codes to the Community and Economic Development (CED) Director’s satisfaction in his or her sole determination. The remodeled building containing the Retail Store shall be designed using elements consistent with North Bend’s character and outdoor brand identity through the use of, for example, natural or cultured stone, stained wood, exposed beams or timbers, pitched roof elements, and large commercial storefront windows, consistent with the conceptual façade illustration provided within the attached **Exhibit C**.

3.2 **Lighting.** The entire Project Site, including the parking lot and entry area and rear of the building shall be lighted in such a manner that all areas are clearly visible at all times during business hours while in compliance with the City’s Exterior Lighting Standards set forth in NBMC 18.40.

3.3 **Noise/Odors.** There shall be no sustained noise from mechanical equipment for heating, ventilation, air conditioning, odor control, fans and similar functions which disrupt the quiet enjoyment of any adjacent property owners. No odor shall be present outside of the retail establishment.

3.4 **Building Color.** No neon or other bright colors shall be applied to the building or storefront.

- 3.5 Signs. Signage shall be subject to the requirements of WAC 314-55-155 and the NBMC, whichever is more restrictive. No off-premises signage is permitted and no signs within windows or A-frame signs are permitted.
- 3.6 Landscaping. In addition to all required provisions of NBMC 18.18 Landscaping, the proposal shall provide a minimum 5' wide Type 2 landscape buffer between the parking lot for the Retail Store and the storage area to the rear of the property.
- 3.7 Hours of Operation. The Retail Store shall not open to the public prior to 8:00 am and must close to the public on or prior to 10:00 pm.
- 3.8 No Paraphernalia Window Displays. There shall be no paraphernalia displays against or adjacent to exterior windows, including pipes, bongs, or actual marijuana product. The premises should include glass covered display cases showing the various products such that regulated cannabis products are out of direct reach from customers.
- 3.9 Storefront Transparency. Storefront windows and entry doors shall be kept free of stickers, decals, posters, or other such materials. Textured, matte, frosted, and/or stained glass for the purpose of obstructing view of the product from the general public is permitted.
- 3.10 Security. The Retail Store shall comply with all the security requirements in Chapter 314-55 WAC. The Retail Store shall not have armed guards during regular business hours but shall provide for adequate security of the building. The Retail Store shall ensure that no one under the age of 21 enters the Retail Store by checking ID in compliance with Washington State law. The Retail Store shall not install a window at the entrance to require ID checks prior to entering the store but shall check IDs similar to methods used by liquor establishments. The Retail Store shall additionally remove excess cash (defined as in-store cash beyond what is necessary for normal day-to-day operations) from the premises daily.

~~3.11 Mitigation Payment. The parties acknowledge that the Retail Store will generate traffic and may require public safety services in excess of typical commercial retail due to the large amount of cash on the premises. Accordingly, the Retail Store shall make an annual contribution to the City on or before January 1st of each year equal to Twenty Five Thousand Dollars and No/100 (\$25,000.00) to cover such impacts for the following year. Upon the Effective Date of this Agreement defined in Section 5 herein, the first year payment shall be pro rated and paid and in the event the Retail Store closes, the Retail Store may request a pro rated refund based upon the number of months and days the Retail Store was open in the subject year.~~

Commented [A1]: Deleted as requested by the Planning Commission on 9/10/2020 as the Planning Commission given lack of evidence that impacts would be generated from the use in excess of that typical to other commercial uses.

~~3.11 Traffic Impact Fee Payment. The present use of the building that will house the Retail store is a single-family home. As the Retail store will generate traffic impacts beyond that of a typical single-family home and does not represent a commercial-to-commercial change-of-use, the change-of-use exemption from paying the Traffic Impact Fees for buildings under 15,000 square feet per NBMC 17.38.040(A)(7) shall~~

not apply. The applicant shall pay traffic impact fees based on the most similar category of use under NBMC 17.38.120 and Taxes Rates and Fees Schedule in effect at the time of payment, as determined by the Public Works Director or as may be considered through an independent fee calculation per NBMC 17.38.130, less credit for the existing single-family home.

Commented [A2]: Staff suggested addition for consideration by the Planning Commission.

4. **Release of Liability and Hold Harmless.** The Retail Store shall provide an executed release in a form approved by the City Attorney, for itself, its agents, officers, elected officials and employees, from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution or seizure of property, or liabilities of any kind that result from any arrest or prosecution for violations of federal or state law relating to operation or siting of a marijuana use. Additionally, within the release document, the Retail Store shall indemnify and hold harmless the City of North Bend and its agents, officers, elected officials, and employees from any claims, damages, or injuries brought by adjacent property owners or other third parties due to operations at the marijuana use and for any claims brought by any of the marijuana use's members, employees, agents, guests, or invitees for problems, injuries, damages, or liability of any kind that may arise out of the operation of the marijuana use.
5. **Effective Date and Duration.** This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the "Effective Date"), and shall continue in force for a period of ten (10) years (the "Initial Term") unless extended or terminated as provided herein. Following the expiration of the Initial Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Retail Store. Upon termination of this Agreement, Retail Store and/or its successors under this Agreement shall have no protections as a legal non-conforming use pursuant to the City's non-conforming use provisions currently adopted within NBMC Chapter 18.30 or as the NBMC is hereafter amended.
6. **Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.
7. **Agreement Binding on Future Landowners.** From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Project Site to a person or entity ("Landowner") who, unless otherwise released by the City, shall be subject to the applicable provisions of this Agreement related to such portion of the Project Site. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein. Notwithstanding, should construction not commence prior to a sale, assignment, or conveyance, any subsequent Landowner shall not be obligated to this Agreement.

8. **Planning and Development: Vesting.** Development Standards. Except as may otherwise specifically be provided in this Agreement, the Project shall be completed in accordance with all development and design standards of the North Bend Municipal Code, and all applicable environmental, building, and construction codes, and regulations contained therein, in effect at the time of submittal of complete permit applications.
9. **Permits Required.** Developer shall obtain all permits and pay all fees required under the NBMC or any other local, state, or federal law for this Project.
10. **Further Discretionary Actions.** Developer acknowledges that the City's land use regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying ordinances that govern the proposed uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Project.
11. **Notice of Default/Opportunity to Cure/Dispute Resolution.** In the event that either party, acting in good faith, believes the other party has violated the terms of this Agreement, the aggrieved party shall give the other party written notice of the alleged violation by sending a detailed written statement of the claimed breach. The other party shall have thirty (30) days from receipt of written notice in which to cure the claimed breach. This notice requirement is intended to facilitate a resolution by the parties of any dispute prior to the initiation of litigation or other contested proceedings. Upon notice of a claimed breach, the parties agree first to meet and confer in an attempt to resolve any dispute arising out of this Agreement. If the parties are unable to resolve the claimed breach, and prior to engaging in litigation to resolve any claimed breach or otherwise to enforce any provision of this Agreement, the parties shall first engage in non-binding mediation with the cost of the mediation to be split evenly.
12. **Amendment: Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of the parties as provided in Section 27 herein, but only after a public hearing and other process required by RCW 36.70B. Nothing in this Agreement shall prevent the City Council from amending the Comprehensive Plan, Zoning Code, Official Zoning Map, or any other development regulations or ordinance as the City Council may deem necessary in the exercise of its legislative discretion as required by a serious threat to public health and safety.
13. **Termination.**
 - a. This Agreement shall expire and be of no further force and effect if Developer does not construct the Project as described in this Agreement, or submits applications for development of the Project Site that are inconsistent with this Agreement as determined in the City's sole reasonable discretion;

or

- b. This Agreement shall terminate either: (1) upon the expiration of the Initial Term identified in Section 5 above, or (2) when the Subject Property has been fully developed and all of Developer's obligations in connection therewith are satisfied as determined in the City's sole reasonable discretion, whichever first occurs. Upon termination of this Agreement under this Subsection 14(B), the City shall record a notice of such termination in a form satisfactory to the City Attorney; or
- c. This Agreement shall terminate upon Developer's abandonment of the Project. Developer shall be deemed to have abandoned the Project if the Project has not begun construction within 2 years of the Effective Date noted above.

14. Effect of Termination on Developer Obligations. Termination of this Agreement shall not affect any of Developer's obligations to comply with (a) the City Comprehensive Plan or any applicable zoning code(s), subdivision maps or other land use entitlements approved with respect to the Project; (b) any conditions or restrictions specified in this Agreement to continue after the termination of this Agreement including without limitation Developer's obligation to make the Project permanently affordable as set forth herein, and such obligations shall survive termination of this Agreement; or (c) obligations to pay assessments, liens, fees, or taxes, unless the termination or abandonment of the Project nullifies such obligations.

15. Effect of Termination on City. Upon termination of this Agreement, the Agreement shall have no further force or effect except as expressly provided herein.

16. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties. The Retail Store and every Landowner, purchaser, assignee or transferee of an interest in the Project Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement; provided, however, that the City must approve any other marijuana retail business who may wish to purchase, lease, or in any way operate the Property. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Retail Store contained in this Agreement, as such duties and obligations pertain to the portion of the Project Site sold, assigned or transferred to it. A copy of the fully executed Agreement shall be recorded in accordance with Section 26 herein.

17. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

18. Third Party Legal Challenge. In the event any legal action or special proceeding is

commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, Retail Store shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all such claims, injuries, damages, losses or suits including attorney fees.

19. No Presumption Against Drafter. Retail Store represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Agreement, that it has carefully read the foregoing Agreement, and knows the contents thereof, and signs the same as its own free act, and that it fully understands and voluntarily accepts the terms and conditions of this Agreement. Both parties have had the opportunity to have this Agreement reviewed and revised by legal counsel, and the parties agree that no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

20. Notices. Notices, demands, or correspondence to the City and Retail Store shall be sufficiently given if dispatched by prepaid first-class mail to the following addresses:

TO CITY: City Administrator
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

TO RETAIL STORE: Wayne Seminoff
P.O. Box 956
Kirkland, WA 98083

Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

21. Assignment. This Agreement shall be binding and inure to the benefit of the parties. Retail Store shall not assign its rights under this Agreement without the written consent of the City. Any assignment of this Agreement will be at the sole discretion of the City.

22. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in King County Superior Court.

23. No Attorneys' Fees. In the event of any litigation or dispute resolution process between the parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of costs or attorneys' fees or expert witness fees.

- 24. Severability.** The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.
- 25. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Changes made in accordance with Section 12 herein shall be incorporated by written amendments or addenda signed by both parties and made.
- 26. Recording.** Retail Store shall record an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.
- 27. Reservation.** Pursuant to Washington Administrative Code 365-196-845, the City hereby reserves the right to impose new or different regulations upon Retail Store to the extent required by a serious threat to public health and safety.

By their signatures below, the persons executing this Agreement each represent and warrant that they have full power and authority to bind their respective organizations, and that such organizations have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.

CITY OF NORTH BEND

By: _____
Rob McFarland, Mayor

WAYNE SEMINOFF

By: _____
Printed Name: Wayne Seminoff
Title: Owner

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2020, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2020.

Print name: _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2020, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

DRAFT – 9/16/2020 including edits from 9/10/2020 Planning Commission Meeting

GIVEN under my hand and official seal this _____ day of _____, 2020.

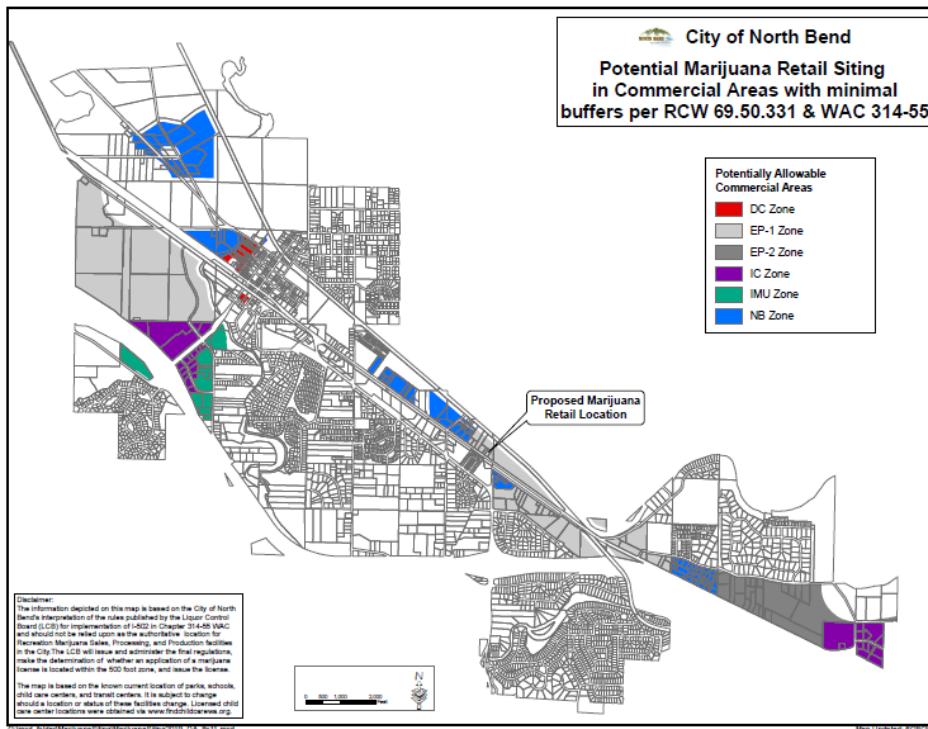
Print name: _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

Commission expires: _____

EXHIBIT A:

Map depicting potential marijuana retail siting in commercial areas within minimal buffers per RCW 69.40.331 & WAC 314-55.



DRAFT – 9/16/2020 including edits from 9/10/2020 Planning Commission Meeting

EXHIBIT B:

LEGAL DESCRIPTION

SWLY 200 FT OF LOT B OF KING COUNTY LOT LINE ADJUSTMENT APPLICATION
NO 8611026 RECORDING NO 8702061046 SAID PORTION BEING PORTION OF NE
1/4 OF NE 1/4 LY NLY OF SUNSET HIGHWAY & SLY OF C M ST P & P RR IN
SECTION 15-23-08 ---- DETERMINATION OF LEGAL LOT STATUS FILE NO
L01M0055 DATED JANUARY 15, 2002

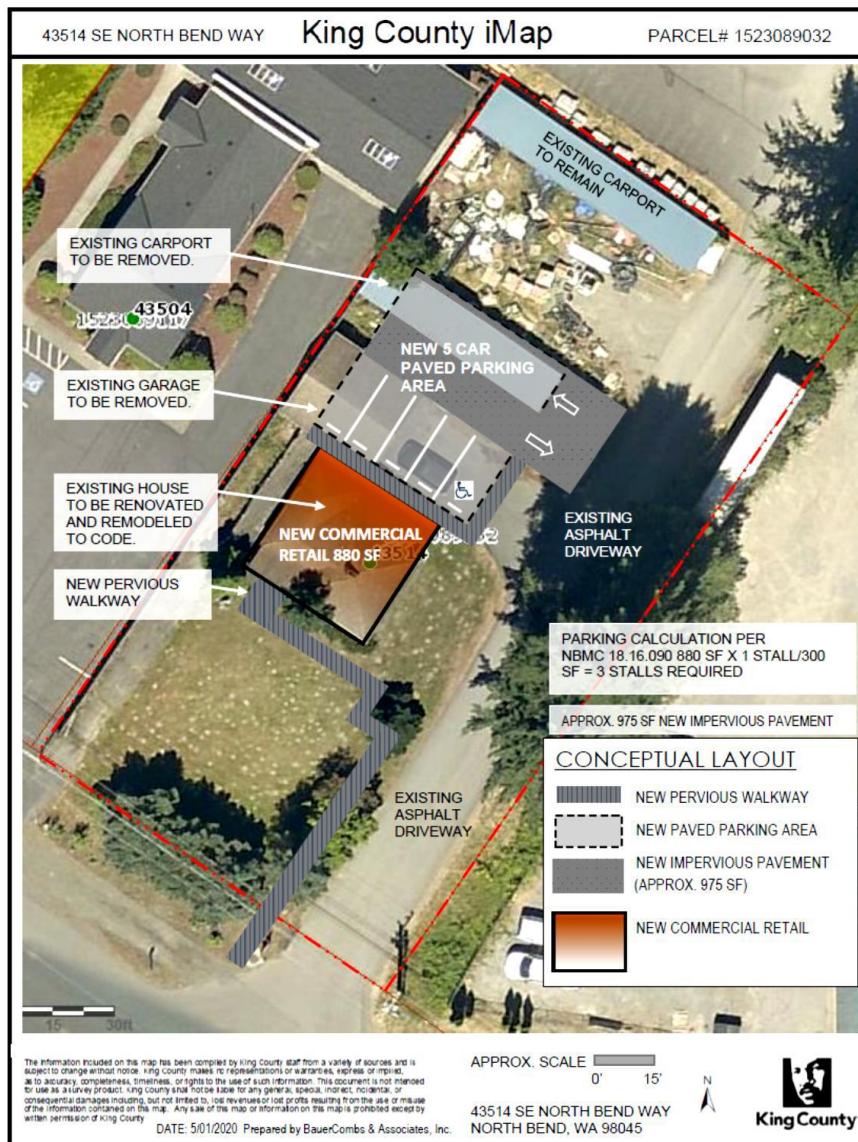
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DRAFT – 9/16/2020 including edits from 9/10/2020 Planning Commission Meeting

EXHIBIT C:
Conceptual Building Façade Illustration



EXHIBIT D:
Conceptual Site Plan



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

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 help 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.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [Cannabis retail store](#)
2. Name of applicant: [Wayne Seminoff](#)
2. Address and phone number of applicant and contact person:
[Wayne Seminoff; PO Box 956, Kirkland, WA 98083; 425-643-7780](#)
4. Date checklist prepared: [9-1-2020; Checklist revised with additional site review on 9-3-2020.](#)

5. Agency requesting checklist: [City of North Bend, WA](#)
6. Proposed timing or schedule (including phasing, if applicable): [Construction for this project is targeted for March 1 – May 31, 2021.](#)
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [No, there are no future additions or expansions planned.](#)
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [There are no known studies or relevant information related to this proposal.](#)
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, there are no known pending applications affecting the property for this proposal.](#)
10. List any government approvals or permits that will be needed for your proposal, if known. [Development Agreement \(DA\) approval with City of North Bend; and associated Building Permit approvals.](#)
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. (Lead agencies may modify this form to include additional specific information on project description.)
[The existing single-family residential home \(880 SF\), will be remodeled into a commercial retail store with parking for 5 vehicles. The access will remain the same through the existing driveway off North Bend Way. The proposed five parking stalls are located at the rear of the building.](#)
12. Location of the proposal. Give sufficient information for 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 applications related to this checklist.
[The project location is at 43514 SE North Bend Way, North Bend, WA 98045.
King County Property Parcel #1523089032.](#)

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

a. General description of the site

(circle one): [Flat](#), rolling, hilly, steep slopes, mountainous, other _____.

[The flat is generally flat with grades between 0 – 2%.](#)

b. What is the steepest slope on the site (approximate percent slope)?

[It appears the steepest slope within the property is 2%.](#)

- 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 agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The general type of soils on site are silt, sand, and gravel.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **No, there are no known indications or history of unstable soils on site or in the immediate vicinity.**

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

The type of fill planned for this project is clean topsoil for new landscape plants and rock base for the asphalt parking area. Proposed grading for the site is minimal and is to be contained within the proposed walkway and the parking area for base material preparation. Rock base for the new portion of the asphalt parking and walkway is estimated at 35 CY. Topsoil for new landscape plants are estimated at 6 CY.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. **No, potential erosion for this project is extremely low. No changes in slope or character of soils are planned. Precautions will be in-place during construction such as silt fencing, strawbales, and grass seed/plants/mulch for any disturbed areas.**

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? The site's current impervious surfaces are approximately 39%. The total impervious surfaces after construction (walkway, buildings, parking area, driveway) is approximately 43%

- h. Proposed measures to reduce control erosion, or other impacts to the earth, if any:

Construction practices will minimize the disturbance and removal of existing vegetation.

Erosion control measures will be in-place during construction such as silt fencing, strawbales, and grass seed/plants/mulch for any disturbed areas.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. **There will be no emissions to the air from this project during construction or after the project is completed.**

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. **No, there are no off-site sources of emissions or odor.**

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: **None (does not apply), no measures needed.**

3. Water

- a. Surface Water:

- 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

May 2014

and provide names. If appropriate, state what stream or river it flows into. **No, there are no surface water bodies on or in the immediate vicinity of the site.**

- 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 (does not apply), there are no adjacent waters within 200 feet.**
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. **None (does not apply)**
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. **No, (does not apply), there is no surface water withdrawals or diversions.**
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. **No, the proposal is not within a 100-year floodplain.**
- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. **No, there is no discharge of waste materials.**

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. **No groundwater will be withdrawn from a well or discharged to groundwater.**
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. **None, there is no waste material that will be discharged into the ground from septic tanks or other sources.**

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) 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. **Surface runoff will remain on site and naturally seep into the soil. Drainage swales will be provided if necessary to keep surface water on-site. Flow patterns are to remain the same.**
- 2) Could waste materials enter ground or surface waters? If so, generally describe. **No, there are no waste materials.**
- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. **No, the existing flow patterns will remain the same. Surface runoff will remain on site.**

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: Measures to reduce runoff and drainage are rock or grass biofiltration swales.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
 evergreen tree: fir, cedar, pine, other
 shrubs
 grass
 pasture
 crop or grain
 Orchards, vineyards or other permanent crops.
 wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 water plants: water lily, eelgrass, milfoil, other
 other types of vegetation

- b. What kind and amount of vegetation will be removed or altered? Two or three trees may need to be removed for the remodel of the structure along with 3 Arborvitae and 7 low shrubs.
- c. List threatened and endangered species known to be on or near the site. None, there are no known threatened and endangered species known to be on or near the site.
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Proposed landscaping will be in accordance with the City of North Bend requirements. New landscaping is will provide up to 95 – 100% native plants.
- e. List all noxious weeds and invasive species known to be on or near the site. None, there is no known noxious or invasive species on or near the site.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

Birds (robins, sparrows, and crows) have been observed on or near the site in the past.

- b. List any threatened and endangered species known to be on or near the site. None, there are no known threatened and endangered species on or near the site.
- c. Is the site part of a migration route? If so, explain. No, there is no migration route on site.
- d. Proposed measures to preserve or enhance wildlife, if any: For new landscape areas, native plants will be incorporated.

- e. List any invasive animal species known to be on or near the site. **None, there are no known invasive animal species on or near the site.**

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **Existing electricity is planned for lights and heating.**
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. **No, there are no potential affects.**
- 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: **Landscape plants and trees will be placed to help shade the structure in summer and not block the sun in winter months.**

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. **No, there will be or no environmental health hazards.**
 - 1) Describe any known or possible contamination at the site from present or past uses. **None, there are no known contaminations.**
 - 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. **None, there are no exiting hazards chemicals or conditions.**
 - 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. **None, there are no toxic or hazardous chemicals that will be used or stored.**
 - 4) Describe special emergency services that might be required. **None required.**
 - 5) Proposed measures to reduce or control environmental health hazards, if any: **None, there are no environmental health hazards.**

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? **None, there are no noise issues.**
- 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. **There will be the typical short-term**

construction noise typical of a remodel and construction of the parking area. Construction hours will be limited to weekdays between 8:00am – 5:00pm.

3) Proposed measures to reduce or control noise impacts, if any: There are none planned at this time.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. **The current use of the site and adjacent properties is industrial. The project will not affect current land uses nearby.**

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? **No, the site has not been used as a working farm or working forest lands.**

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how. **No, the proposal will not be affected (there are no surrounding working farms or forest lands).**

c. Describe any structures on the site. There is one single family home (880 SF) with detached garage. **There are also two carports for commercial use - one at approximately 840 SF and the other at 720 SF.**

d. Will any structures be demolished? If so, what? **The detached garage is planned to be dismantled.**

e. What is the current zoning classification of the site? **Industrial**

f. What is the current comprehensive plan designation of the site? **Industrial**

g. If applicable, what is the current shoreline master program designation of the site? **None, does not apply to this site.**

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. **No, there are no known critical areas.**

i. Approximately how many people would reside or work in the completed project? **One employee is planned to work at the new store.**

j. Approximately how many people would the completed project displace? **The project would displace one person who rents the single-family home.**

k. Proposed measures to avoid or reduce displacement impacts, if any. **There are no measures in place at this time.**

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **The proposal complies with existing land-use designations and meets the City of North Bend Comprehensive Plan.**

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: **There are no nearby agricultural or forest lands nearby (does not apply).**

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. **None, no housing units will be provided.**
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. **One middle-income family house is planned to be converted to commercial retail use.**
- c. Proposed measures to reduce or control housing impacts, if any: **There are no proposed measures at this time.**

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? **The proposed structure is planned to be up to 25 feet in height.**
- b. What views in the immediate vicinity would be altered or obstructed? **No views will be altered or obstructed.**
- c. Proposed measures to reduce or control aesthetic impacts, if any: **The remodel is designed to be aesthetically pleasing and the roofline blends with the surrounding setting.**

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **There will be no added light or glare from the project. Window glass will be lightly tinted with a soft brown-tone.**
- b. Could light or glare from the finished project be a safety hazard or interfere with views? **No, there are no light or glare safety hazards or interference with views.**
- c. What existing off-site sources of light or glare may affect your proposal? **None, there no off-site sources of light that will affect this proposal.**
- d. Proposed measures to reduce or control light and glare impacts, if any: **There are no impacts (does not apply).**

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? **None, there are no recreational opportunities in the immediate vicinity.**

- b. Would the proposed project displace any existing recreational uses? If so, describe. **No.**
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None (does not apply).**

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. **No, there are no known structures or sites eligible for preservation registers on site or nearby.**
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. **No, there are no known Indian or historic use or occupation on or near the site.**
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. **None (does not apply).**
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. **None (does not apply).**

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. **The vehicular access serving the site is an existing driveway off North Bend Way.**
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? **The site is served by community transit services.**
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? **The current number of parking spaces is three. Two additional parking spaces will be added for a total of 5 spaces.**
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). **Yes, the proposal will require a sidewalk, bioswale, and landscape improvements per City of North Bend.**

- e. Will the project or proposal 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 or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? **The estimated vehicular trips per day is approximate 50. Peak volumes would most likely occur during noon and between 3:00 – 6:00 pm. The estimated percentage of commercial trucks is less than 1%.**
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. **No.**
- h. Proposed measures to reduce or control transportation impacts, if any: **No impacts are anticipated (does not apply).**

15. Public services

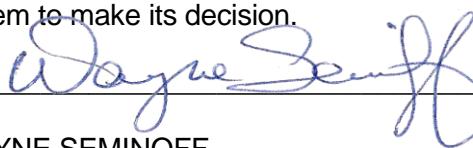
- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. **With any new business, it is anticipated there will be a slight increase for fire and police protection.**
- b. Proposed measures to reduce or control direct impacts on public services, if any. **Several high-tech security cameras covering the entire parcel are planned. In addition, a security alarm system will be installed inside the retail store.**

16. Utilities

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
The currently utilities available are highlighted in red above.
- 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. **No new utilities are required. All needed utilities are currently existing on the site**

C. SIGNATURE [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee: WAYNE SEMINOFF

Position and Agency/Organization: OWNER

Date Submitted: 9-1-2020; Revised 9-3-2020

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS [\[help\]](#)

(IT IS NOT NECESSARY to 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 the 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? **There are no water discharge increases, emissions, production, storage, hazardous substances, or noise associated with this project.**

Proposed measures to avoid or reduce such increases are: **There are no proposed measures planned (does not apply).**

2. How would the proposal be likely to affect plants, animals, fish, or marine life? **This proposal will not adversely affect plants, animals, fish, or marine life.**

Proposed measures to protect or conserve plants, animals, fish, or marine life are: **There are no proposed measures planned (does not apply).**

3. How would the proposal be likely to deplete energy or natural resources? **There is no likelihood this proposal will deplete energy or natural resources.**

Proposed measures to protect or conserve energy and natural resources are: **There are no proposed measures planned (does not apply).**

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, floodplains, or prime farmlands? **There is no likelihood this proposal will affect environmentally sensitive areas, designated areas, or farmlands on site or nearby as there are none that exist.**

Proposed measures to protect such resources or to avoid or reduce impacts are: **There are no proposed measures planned (does not apply).**

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? **There is no likelihood this proposal will affect land and shoreline use with existing plans. There is no shoreline use on site or nearby.**

Proposed measures to avoid or reduce shoreline and land use impacts are: **There are no proposed measures planned (does not apply).**

6. How would the proposal be likely to increase demands on transportation or public services and utilities? There may be a slight increase to demands on public services such as fire and police protection.

Proposed measures to reduce or respond to such demand(s) are: Several high-tech security cameras covering the entire parcel are planned. In addition, a security alarm system will be installed inside the retail store.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. For this project, there are no known conflicts with local, state, or federal law requirements for protection of the environment.



SEPA DETERMINATION OF NONSIGNIFICANCE (DNS)

Topic: Development Agreement authorizing a marijuana retail business

DNS Issuance Date: September 18, 2020
Applicant: Wayne Seminoff, (425) 643-7780.
Location: 43514 SE North Bend Way
SEPA Comment Deadline: October 5, 2020

Description of Proposal:

The applicant has applied to the City of North Bend for approval of a Development Agreement to authorize a marijuana retail use at 43514 SE North Bend Way. Marijuana retail is not currently permitted within this zone, but could be allowed subject to City Council approval of a Development Agreement pursuant to North Bend Municipal Code 18.27. The draft Development Agreement is available on the City's website under public notices. The project would remodel the existing house to serve as the retail store, and would construct a small parking lot and other associated site improvements including landscaping, stormwater facilities and street frontage improvements required under the North Bend Municipal Code to serve the property. Of note, this Determination of Non-Significance relates to environmental impacts pertaining to issuing the Development Agreement and the proposed marijuana retail store. Comments have already been received at the Public Hearing for the Development Agreement broadly. Comments provided here should relate specifically to the SEPA Determination, regarding whether issuing the Development Agreement will result in adverse impacts on the environment.

Threshold Determination:

The City of North Bend (lead agency for this proposal) has determined that this proposal does not have a probable significant adverse impact on the environment that cannot be mitigated through compliance with the provisions of the North Bend Municipal Code, the proposed Development Agreement, and other applicable regulations. 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 on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2) and NBMC 14.04.100; the lead agency will not act on this proposal for 15 days from the date of publication of the notice of DNS, allowing time for public comment. The issuance of this DNS should not be interpreted as acceptance or approval of this proposal as presented. The City of North Bend reserves the right to deny or approve said proposal subject to conditions if it is determined to be in the best interest of the City and/or necessary for the general health, safety, and welfare of the public.

SEPA Responsible Official:

David Miller, Community and Economic Development Director

David E. Miller
David Miller

9/16/20
Date

**Chapter 18.27
DEVELOPMENT AGREEMENTS**

Sections:

[**18.27.010 Development agreement – Authorized.**](#)

[**18.27.020 Development agreement – Purpose.**](#)

[**18.27.025 Development agreement – Review process and fees.**](#)

[**18.27.030 Development agreement – Application requirements.**](#)

[**18.27.040 Development standards, flexibility.**](#)

[**18.27.050 Exercise of city police power and contract authority.**](#)

[**18.27.060 Form.**](#)

[**18.27.070 Conditions of approval.**](#)

18.27.010 Development agreement – Authorized.

The city may enter into a development agreement with a person having ownership or control of real property within its jurisdiction. The 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. (Ord. 1256 § 1 (part), 2006).

18.27.020 Development agreement – Purpose.

A. The purpose of this development agreement chapter is to implement RCW 36.70B.170 which authorizes the city to enter into “development agreements” with persons having ownership or control of real property. In adopting such statute, the city council concurs with the Washington State legislative findings as follows:

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;

B. Additionally, the city council found that development agreements may be appropriate in certain circumstances as a means to consolidate numerous issues involved in complex development projects into a single controlling instrument, benefiting the city, its citizens, and members of the regulated public; and

C. The city council found that the use of development agreements may further the objective of the comprehensive plan and development regulations adopted pursuant to the comprehensive plan. (Ord. 1256 § 1 (part), 2006).

18.27.025 Development agreement – Review process and fees.

A. A duly noticed public hearing pursuant to RCW 36.70B.200 and recommendation on the development agreement shall be made to the city council by the planning commission. The development agreement shall be subject to review and approval by the city council based on the record of the planning commission hearing. The decision of the city council to approve or reject a request for a development agreement shall be a discretionary, legislative act.

B. Fees for a development agreement review shall be as established by city schedule and collected at the time of the development agreement application. (Ord. 1256 § 1 (part), 2006).

18.27.030 Development agreement – Application requirements.

Applicants for a development agreement shall meet first with the technical review committee of the city to review the codes and policies applicable to the proposed application. Applications for development agreements shall include, but are not limited to, the following:

A. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;

B. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, application fees, administrative charges, inspection fees, drafting fees, or dedications;

C. Concurrent provisions of water, sewer, transportation facilities, and storm drainage under Chapter 20.12 NBMC, along with mitigation measures, development conditions, and other requirements under Chapter 14.04 NBMC, protection of critical areas under Chapters 14.05 through 14.12 NBMC, and stormwater management under Chapter 14.16 NBMC;

D. Design standards such as maximum heights, setbacks, drainage and water quality requirements, building

architectural elements, lighting, landscaping, parking, and other development features in this title;

- E. Affordable housing;
- F. Parks and open space preservation;
- G. Phasing;
- H. Review procedures and standards for implementing decisions;
- I. A build-out or vesting period for applicable standards;
- J. A written analysis of consistency with the comprehensive plan; and
- K. Any other development agreement application requirement or procedure deemed appropriate by the city council. (Ord. 1256 § 1 (part), 2006).

18.27.040 Development standards, flexibility.

A development agreement shall be consistent with applicable development regulations to the fullest extent possible; provided, a development agreement may allow development standards different from those otherwise imposed under the North Bend Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications that provide the functional equivalent or adequately achieve the purposes of otherwise applicable city standards. Any development standards approved pursuant to a development agreement that differ from those in this code shall not require any further zoning reclassification, variance from city standards or other city approval apart from development agreement approval. The development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered site in lieu of any conflicting or different standards or requirements elsewhere in the North Bend Municipal Code. Subsequently adopted standards that differ from those of a development agreement adopted by the city as provided in this chapter shall apply to the covered development project only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase after which certain identified standards can be modified. Determination of the appropriate standards for future phases which are not fully defined during the initial approval process may be postponed. Building permit applications shall be subject to the building codes in effect when the permit is applied for. (Ord. 1256 § 1 (part), 2006).

18.27.050 Exercise of city police power and contract authority.

As provided in RCW 36.70B.170(4), the execution of a development agreement is a proper exercise of the city's police power and contract authority. Accordingly, a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety. (Ord. 1256 § 1

(part), 2006).

18.27.060 Form.

Development agreements shall be consistent with RCW 36.70B.170 through 36.70B.210. All development agreements shall be in form and content as approved by the city attorney. (Ord. 1256 § 1 (part), 2006).

18.27.070 Conditions of approval.

In approving a development agreement, conditions of approval shall at a minimum establish:

- A. A site plan for the entire project, showing locations of critical areas and buffers, required open spaces, perimeter buffers, location and range of densities for residential development, and location and size of nonresidential development;
- B. The expected build-out time period for the entire project and the various phases;
- C. Project phasing and other project-specific conditions to mitigate impacts on the environment, on public facilities and services including transportation, utilities, drainage, police and fire protection, schools, and parks;
- D. Road and stormwater design standards that shall apply to the various phases of the project;
- E. Bulk design and dimensional standards that shall be implemented throughout subsequent development within the project;
- F. The size and range of uses authorized for any nonresidential development within the project;
- G. The minimum and maximum number of residential units for the project;
- H. Any sewer and/or water comprehensive utility plans or amendments required to be completed before development can occur; and
- I. Conceptual plans for open space, recreation, parking, landscaping, lighting and building design. (Ord. 1256 § 1 (part), 2006).

June 3, 2020

To: Mike McCarty

RE: Development Application to Open Cannabis Retail Store

Dear Mike,

Here is the application you requested. Please let me know if you need any additional information or clarification.

My proposal is to open a cannabis retail store at 43514 SE North Bend Way. The existing structure, a residential home, will be remodeled to meet the requirements of the commercial design standards. The store will be run by and owned by my new partners, Mike and Nick Rafizadeah, who currently run and own a very successful cannabis store in the U District called the Joint.

They have provided a very extensive business plan and their resumes. They have a long history of very successful retail business ventures.

- Please see the Trichome & Calyx business plan, resumes, and revenue estimates (all separate documents) submitted along with this packet.

THANK YOU,



wayne Seminoff

WAYNE SEMINOFF

Narrative for Proposed Retail Store

43514 SE North Bend Way, North Bend, WA 98045
--- June 3, 2020 ---

Project Applicant

Wayne Seminoff
PO Box 956
Kirkland, WA 98083
wayne@isomedia.com

Project Intent

Thank you for considering this proposal for a cannabis retail store at 43514 SE North Bend Way. The existing structure, a modest 880 SF residential home, will be remodeled to meet the requirements of the commercial design standards. The extensive remodel will enable this new business to be visually appealing and to be an economical asset for the City of North Bend.

Meeting the Design Standards – East I-90 Interchange District

The extensive remodel will be designed to meet the City of North Bend Commercial/Mixed-Use/Industrial Design Standards and Guidelines, dated May 2010.

The proposed **architectural style is Modern Rustic** (similar to Huxdotter Coffee, Bartel Drugs, and North Bend City Hall). As an alternative option, the initial western-style architectural rendering, submitted in February 2020, is also provided in this packet. The narrative discussion provided here (pages 1 – 3) is for the modern rustic style shown below.





Existing structure to be remodeled: Above is the footprint layout and photograph of the existing structure (view looking north from North Bend Way).

Surrounding Impact

This **low impact development** will significantly improve the visual appeal of the site and preserve the view of Mount Si to the north. A mix of native and ornamental plants will help to frame the desired Mount Si view and screen the existing carport area.

Vehicular Access, Easement Agreement, and Parking

The vehicular access is an **existing driveway** off of North Bend Way. The existing driveway serves this property (43514) and the property to the north, both currently owned by John Day. The **shared access** has been discussed with John Day and he has **agreed** to allow shared use of his driveway for access to the cannabis store.

The proposed **five parking stalls** are located at the rear of the building. (If additional parking is required, the majority of the parking will be located to the rear or side of the building).

Streetscape Design & Building Orientation

The primary entrance to the proposed commercial retail store is **oriented to the street** and approximately 90' from the future public sidewalk.

Street trees and landscaping are planned to help buffer the interface between the structure and North Bend Way. The proposed pedestrian **walkway connects with the public street** and runs parallel to the existing driveway. This direct route provides a safe pedestrian access to and from the retail store.

The proposed **entry overhang provides** an attractive architectural feature and provides architectural variation both vertically and horizontally.

Roof Forms & Modulation

The proposed **pitched roofline** is at 30 degrees and slopes down towards the north. The pitched roofline is designed to complement (not compete) with the backdrop of Mount Si to the north. Eaves are designed to help protect the building and provides a handsome feature as well.

The **recessed entry area** is designed to be inviting and comfortable for customers. The overhead architectural feature (overhang) is visually prominent over the entry and provides an attractive focal point from the street and sidewalk views.

The proposed sign design and location is just a placeholder; the final design and size will be designed to meet the City of North Bend sign requirements (NBMC Chapter 18.20).

Wall Modulation, Façade & Windows

The proposed windows are designed as a **distinguishing feature** that gives the building its **modern rustic feel**. Window glass is **lightly tinted** with a soft brown-tone. The window frames, eaves, and entry overhang (all chocolate-brown color) is designed to blend together seamlessly.

The proposed upper wall façades are earth-toned **Eldorado Stone**; the bottom façade areas are earth-toned colored stucco with a top coping wedge for additional texture and interest.

Public Benefits

The community benefits this store offers are:

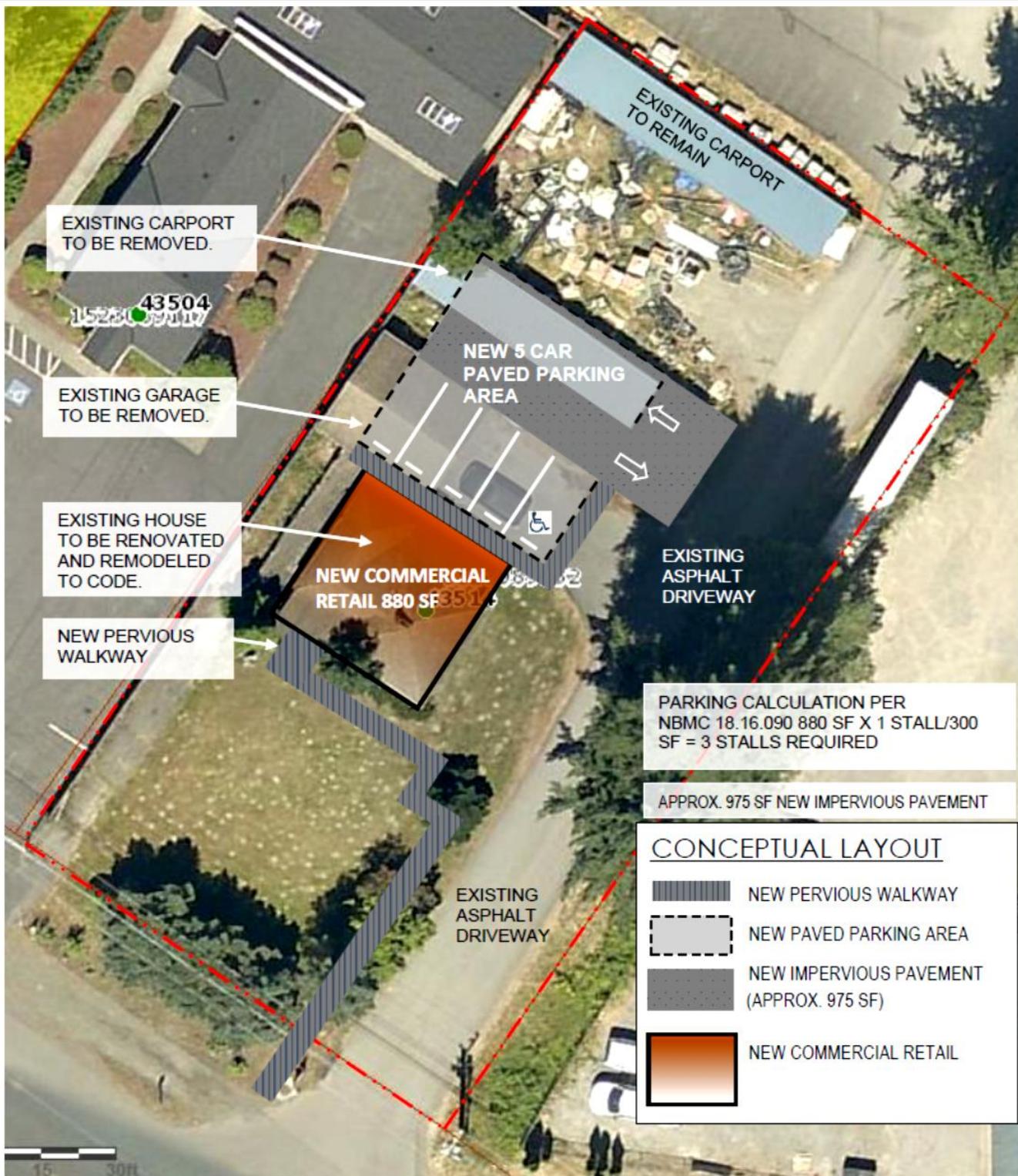
1. Generation of a large amount of new tax revenue to the City that overall benefits the community.
2. Supplying much needed medical cannabis and medical cannabis lotions and extracts to help heal the community in need of help with a myriad of health problems that cannabis can temper or heal. The same benefit as having a pharmacy placed in a town that did not have one.
3. Supplying a modern use of the previously dormant rental house to bring more visitors to this site and to potentially visit other sites in North Bend and spend money that overall benefits the community.
4. Supplying a greater benefit that liquor stores do in giving the community a safer alternative to alcohol, per several police chiefs in this county.
5. Allowing some to open a new business in North Bend that overall benefits the community by reducing gang-related crime and black market drug dealers who occasionally sell pesticide laden products or poisonous products that injure the community.

Above are only a few of the very valid reasons to allow a cannabis store in North Bend, there are many more.

Also, now that stores in neighboring cities have been open for years with safe and clean operations of cannabis stores, the local communities are dramatically calmer in dealing with their previously unfounded fears of a cannabis store.

Thank you again for considering this marijuana retail store in North Bend. Please see the following attachments for this proposal:

- Conceptual Layout
- Proposed Modern Rustic Rendering
- Alternative Option – Western Style Rendering



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on the map. Any sale of the map or information on this map is prohibited except by written permission of King County.

DATE: 5/01/2020 Prepared by BauerCombs & Associates, Inc.

APPROX. SCALE 0' 15'

43514 SE NORTH BEND WAY
NORTH BEND, WA 98045





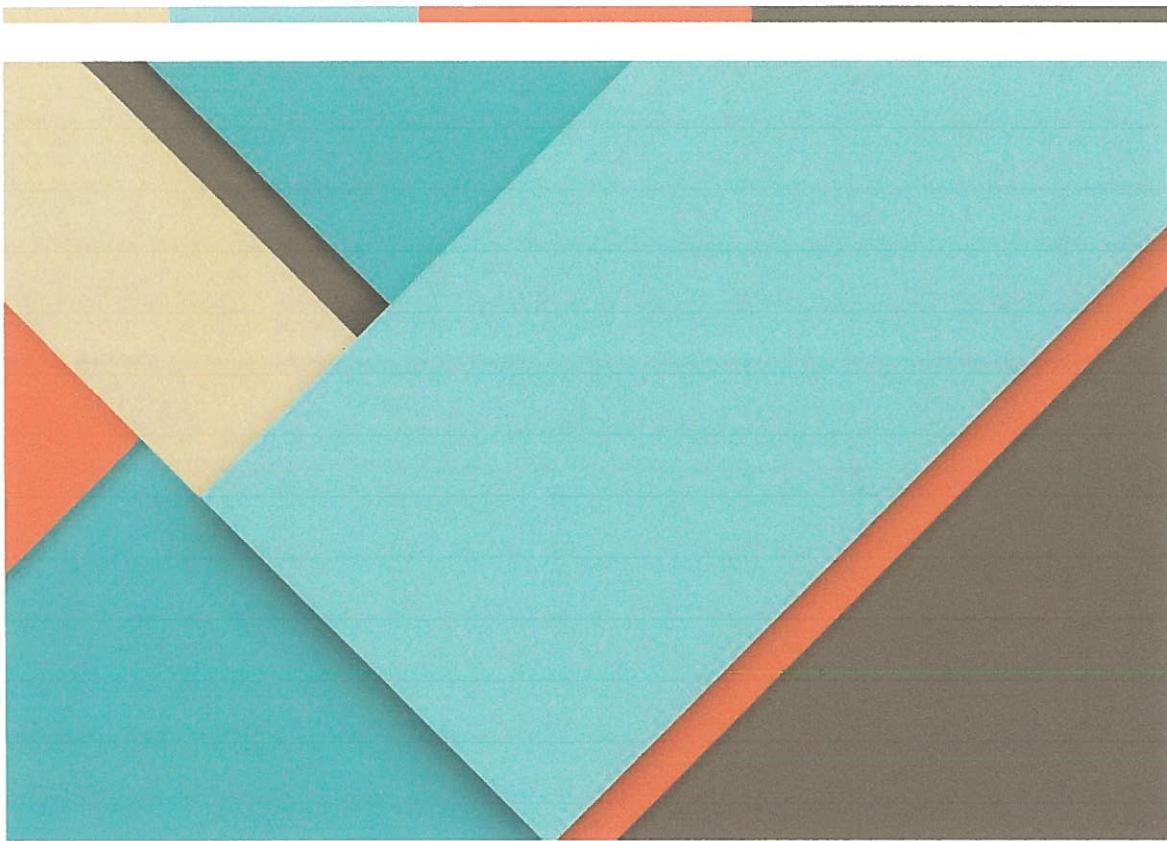
Narrative for Proposed Retail Store: 43514 SE North Bend Way, North Bend, WA 98045



This western-style rendering is an
Alternative Option for your consideration.

The Narrative provided in this packet
does not pertain to this rendering.

Narrative for Proposed Retail Store: 43514 SE North Bend Way, North Bend, WA 98045



Trichome & Calyx

North Bend

Mike & Nicholas Rafizadeh
Trichome & Calyx



Overview

Dear Members of the North Bend councils, for the past ten years, I have immersed myself in the cannabis industry as a caregiver, researcher and owner/operator of retail operation in Washington State. The many skills acquired from my successful businesses from automotive, retail, finance and development across the USA have easily transferred on scale and services in Cannabis business.

Cannabis dominates my day-to-day schedule, and fulfills me with true purpose and passion. My first retail location in Seattle was modeled after successful California businesses models which understood cannabis emerging market, implemented sound operating procedures, and exhibited a commitment to regulatory compliance and community benefit.

I developed and expanded upon the work I have done with pioneers and leaders in the industry. In 3 short years I was able to scale the profitability of my business considerably faster than the competition. By implementing sound business practices, Trichome & Calyx's accomplishments at The Joint are featured in Marijuana Venture Magazine, and NW Leaf (monthly circulation of 30K). Articles focused on my management style and my forward thinking approach to cannabis business operations. The articles highlight how Trichome has set the standard for Seattle's cannabis retail scene. In addition to this publication, others have requested my perspective and I have been fortunate enough to contribute insight on the industry on compliance, professionalism and community engagement. My family raised me on the Eastside, and I have great pride and a lifetime of vested interest in North Bend/Issaquah lifestyle and priorities. My vision for North Bend will communicate the same principals I live by, teach others, and develop deep roots in the community through principled business practices. I have demonstrated these values in my other businesses and retail locations. With our business history and ability to adapt successfully in multiple fields, we have an unwavering dedication to professionalism in our emerging industry.



Goals

Trichome & Calyx envisions creating an innovative retail space that will blend seamlessly into the architectural and cultural theme of North Bend. We envision a design that will compliment the history and lifestyle of the North Bend. Our design and business model deviate considerably from the “typical” cannabis “dispensary” experience..

Having an immaculate customer service history is paramount to Trichome & Calyx. Trichome understands that a poor retail experience is a black mark on the City and the industry as a whole. We offer a safe and unique space for locals, tourists and patients to experience legal cannabis in its finest iteration. While many of the 502 licencees in the State of Washington have accumulated many infractions and violations on their license, Trichome & Calyx has a spotless record with the cannabis board.

Our prior experience in operating successful Washington retail licenses has resulted in consistent employee, safety, and educational compliance. Customers will always find our staff informed, capable and willing to provide the highest quality North Bend store.

As a company we know how to respond to the community needs and demands. Our previous retail locations in Washington have taught us that each consumer is unique and requires personal attention and recognition. Our North Bend location will offer consumers an array of products from the most mild for entry level users, to the most specialized for medical needs. At times, an operation has to be sensitive to those who find relief in cannabis from terminal illnesses. Having a professional approach to cannabis sales is key to its success. Trichome & Calyx has demonstrated our ability to serve this broad spectrum of needs for cannabis consumer, all the while offering a pleasant, calm and professional environment. We have been able to prove adhering to the above principles elevates cannabis retail experience to the next level.

Community and neighborhood involvement is our top priority. Launching a cannabis retail location in a new neighborhood does not come without its challenges. At inception Trichome & Calyx feels it is imperative to foster open communication and relationships in the community by implementing outreach plans. We will strive to offer opportunities for employees and the community to participate and engage in donations to nonprofits, local environmental stewardship efforts, volunteer work and supporting civic organizations is expected from our staff. We believe that good business practices are beneficial to our business longevity and a positive view of our business by the community we serve,. Trichome & Calyx is philanthropic at heart, and regularly donates to philanthropic organizations, as well as toy drives and empowering support services across the state. As you will see in my in-depth Community Benefits plan. I have put considerable heart into the development of a plan that truly can (and will) change the North Bend community for the better.



Safety and Security

Commitment to safety and security, are a top priority for Trichome & Calyx. To ensure confidence in this important area, we contract and consult with multiple security companies specializing in the cannabis industry. Together, we have devised security plans and measures to provide multiple levels of protection between customers, team members, and anyone entering or exiting our facility. All members of Trichome & Calyx receive in depth training in safety and security procedures. Compliance, safety and security is ingrained in our company culture. We are proud of setting an industry standard and having a stellar track record in this department.

Compliance

Trichome & Calyx is compliance centered. With evolving cannabis regulations, our motto and our commitment is to maintain 100% compliance with all regulations. Our methodology in regards to compliance is a zero tolerance policy. All employees and applicants are required to pass an in-house compliance proficiency assessment as a prerequisite for hire. Additionally we train and maintain a compliance officer position as a member of our team. This position has the sole purpose of keeping all staff members apprised on all regulatory changes, compliance deadlines, and reporting requirements so that we continue to operate with 100% compliance.



Ownership

As an owner/operator I have a wealth of operational experience which will benefit the North Bend store. My experience enables me to competently deal with daily operational issues as well as dealing with State and city regulatory requirements. I understand how to manage a retail cannabis business day-to-day. I will, hire and train a team consisting of managers and staff prior to the opening of the store. At the launch of the North Bend location, the staff in place will be fully trained and capable of performing their duties competently.. Our ethos is reflected in the detailed business history, including carefully crafted standard and compliant operating procedures. Operations of a business is not limited to internal functions alone. Community is the lifeblood of any business. Neighborhood and community involvement has always been key elements in our success. Trichome & Calyx will implement proven strategies, and industry best practices to fit the unique needs of the community.



Management and Strategy

Trichome & Calyx has been streamlined for growth through the development of effective management strategies. We maintain a strong customer base by offering exemplary customer service, knowledgeable staff, and popular product selection. A regional manager will regularly conduct business and quality/compliance checks with the assistance of local counsel. Individual stores are managed by "Management teams," which consist of a general manager, inventory manager, and purchasing manager. General managers receive extensive training on compliance protocols, sales practices, managing sensitive client needs, and directing sales floor training. General managers are responsible for training on-site staff, including "budtenders," assistant sales managers, and inventory auditors. The inventory manager provides oversight of the inventory and traceability compliance. We utilize detailed protocol checklists, focusing on individual accountability to ensure precision and avoid human error. Checks and balances are implemented to ensure full compliance with all regulatory guidelines. Purchasing managers source deals for individual stores and organize procurement from approved vendors. Detailed understanding of our process and job duties has enabled consistent performance in my store. The results are evident in Trichome & Clyx's sales and profitability.

Staffing and Employment

Employee performance and compensation reviews are conducted on regular intervals utilizing standard guidelines. This ensures a consistent and fair process in employee evaluation, employees are provided an opportunity to conduct peer, and self reviews. Utilizing the above method, we empower employees as well as our managers to help the development of our staff more effectively.

Employee Compensation ~ Trichome & Calyx recognizes that competition is ever present in the employment market. We understand that compensation alone is no longer enough to entice qualified candidates to apply and stay long term. To compete with larger established companies, we have created a unique and rewarding compensation package for employees.



Benefits and Company Culture

Health Insurance coverage is available to all full and part time employees, additionally there is dental Insurance available to all employees.

Fit Food Friday:

All employees can enjoy fresh fruits, vegetables and healthy snack alternatives provided by the company, through local business partnerships every week!

Healthy Body Healthy Mind:

Employees who show proof of regular workouts (regular challenging exercise of any kind), will be entered into a drawing for a free paid day off! We reward those employees who focus on fitness and mental health.

Family First:

Maternity & Paternity Leave adheres to all maternity and paternity leave laws required by the state. In addition to what the state provides, we provide 6 additional weeks of paid leave for all employees embracing a new child and fostering the healthy growth of a new family!

Employees who have children participating in activities which take place during the course of a normal work day, may request up to 10 activities a year off, and coverage will be provided during those work shifts. All employees will accrue sick time according to the local and state laws.

Volunteers get time off!:

Trichome & Calyx is committed to giving back to the community. All employees are entitled to paid time off, when they use their time to volunteer with a non-profit organization or at a City sponsored community event.



Financial Incentives:

401K Plan Trichome & Calyx will offer a 401K plan to all full-time employees.

Student Loan Reimbursement:

Understanding that education is expensive, Trichome & Calyx offers student loan reimbursements to all students who have earned a degree and are using that particular degree as part of their employment.

Employee Discount:

All employees will be offered a 25% employee discount on all products.

Building lasting relationships with neighbors and the community

Trichome & Calyx is committed to the Eastside community. We are excited to present the following Community Engagement Plan. The structure of the plan includes raising awareness to causes that will benefit the local residents most in need. Here is a summary of our proposed program.

1. Biweekly Community Events:

We have a plan to host at least two community events per month, which will directly serve North Bend residents. We plan to work with existing organizations in North Bend, benefiting senior citizens, community safety and education.

2. Encouraging Volunteerism:

Every employee will be provided at least 8 hours of paid volunteer time per year when registered with a North Bend non-profit organizations.

3. Community Bulletin Boards:

As a service to the community, we will provide a designated bulletin boards where community members can post information about their announcement of events and services.

4. Increase Public Participation:

Trichome & Calyx is committed to listening and implementing input from the local community. We plan to offer opportunities for public forum.



Economic and Social Outreach Plan

In addition to our community engagement, we recognize the importance of building business-to-business partnerships, and the necessity of embracing the local businesses.

We have developed the following plan to encourage a positive relationship within both the residential and the business community.

Schedule Open House:

Tichome & Calyx will host an open house for local businesses and residents. Open house events will give neighbors an opportunity to familiarize themselves with our business.

Safety is our first priority:

Trichome & Calyx is committed to safety and security, by providing safety and security of customers, staff and community alike. Our internal security measures are constantly reviewed to ensure that they are most effective and up to date. We plan to utilize state of the art security monitoring and devices.

Patronizing local businesses:

We believe that full immersion into the business community will benefit the City of North Bend. To partner and support other local businesses is a priority to us, we believe by keeping other North Bend businesses healthy we are securing our own success.

Our success in Washington has relied on local sourcing of services and products from neighboring businesses. We plan to engage the following providers in North Bend.

Landscaping/Gardening • Construction • Waste Management • Security • Catering/Food • Event Planning • Shipping and Packaging Solutions • Merchandise Printing • Janitorial • Marketing and Advertising • HR/Payroll • Insurance Coverage • Staffing Resources

Trichome & Calyx North Bend

Trichome & Calyx team is excited and looking forward to join and serve the North Bend business community.

WAYNE SEMINOFF

PO BOX 956 KIRKALND, WA 98083

WAYNE@ISOMEDIA.COM

425-643-7780

MARIJUANA BUSINESS SPECIALIST AND OWNER

Service-oriented professional, highly skilled in directing and completing a wide range of administrative functions to support and create marijuana retail stores and delivery of excellent patient/customer service and operational success.

KEY QUALIFICATIONS

Five years of marijuana retail experience.

Opened and operated a marijuana retail store in Seattle, WA. It was called District 420 and located at 3504 4th Ave South, in the Sodo area near the sports arenas.

That store was eventually sold.

Digitally signed by WAYNE SEMINOFF
DN: cn=WAYNE SEMINOFF, o, ou,
email=WAYNE@ISOMEDIA.COM, c=US
Date: 2019.08.13 15:03:51 -07'00'

Assisted in generating new retail licenses for several other companies.

Currently own one marijuana retail store license granted by the LCB for the City of North Bend.

PROFESSIONAL BACKGROUND AND EXPERIENCE

I am 76 years old.

Have 2 degrees, and MBA from Georgia State University in 1971, and a bachelor's degree from the University of California in 1965.

I have over 40 years in business experience, running and owning my own business quite successfully.

I have 5 years' experience acting as a consultant to companies opening retail marijuana stores in Washington State.

References available upon request.

MEHRAN RAFIZADEH

2862 44th Avenue W, Seattle, WA 98199 | H: 206-285-4005 | C: 713-876-0850 | mrafizadeh@republichd.com

Skill Highlights

Customer-oriented	Dealership Operations
CSI-centric process implementation	Facility construction and management
Marketing and community involvement	Customer retention strategies
Sales process implementation	Creation of positive sustainable culture
Project management	Leadership/communication skills
Business operations organization	New product delivery
Market research and analysis	Human resources
Budgeting expertise	Negotiations expert

Professional Experience

Co-Owner **Republic Harley-Davidson, Stafford, TX** 6/2001 to 8/2015
Assisted with building Republic Harley-Davidson to be the top performing dealership in the State of Texas.

Owner **Pacific Furniture System Inc., based in Seattle, WA** 10/2011 to 8/2015
Developed Aaron's Rent-to-Own stores in Northern California and Florida. In a very short time the existing stores were recognized as the fastest growing stores in their division, and were #1 in their marketplaces at the time of sale.

Founder/Partner **Motorcycle Capital Group, based in St. Croix, VI** 4/2004 to 3/2007
Acquired and reorganized four Harley-Davidson dealerships (H-D of Cartersville, Earl Small H-D, Independence H-D & Augusta H-D) to become top performers in their marketplaces.

President/CEO **Diversified Global Resources, based in Seattle, WA** 7/1991 to 3/1998
Built a chain of GNC (General Nutrition Center) and Gloria Jean's Gourmet Coffee stores in Washington, Oregon, Nevada and Minnesota. The stores were among the top grossing stores in their respective systems. The franchises were sold to the parent company.

Education

Bachelor of Science, Business/Psychology 1988
National Louis University, Clearwater, FL

Commercial Pilots License, Aviation 1984
Florida Institute of Technology, Melbourne, FL

High School Diploma, College Prep 1980
Florida Air Academy, Melbourne, FL

High School Diploma, International Baccalaureate 1979
Ecole Nouvelle, Lausanne, Vaud, Switzerland

Mehran “Mike” Rafizadeh, Strategic Operational Support

Mike Rafizadeh has over 25 years of entrepreneurial and managerial experience. He and his wife Monika purchased Republic Harley-Davidson in the Houston Metropolitan area in 2001. He has helped grow the store to be a leader in both sales and service.

Mike's management experience started in the 1980's when he managed a TGI Friday's that achieved top 5% recognition in volume, profitability and customer relations. He continued to build successful enterprises in the 1990's with top performing GNC franchises in Washington, Oregon and Nevada while concurrently developing two gourmet coffee stores in Minneapolis, Minnesota. He has a BA in Business and Psychology and a Commercial Pilot's License. He is a diverse and driven individual.



Customer service is his main goal in each of his endeavors and his successful businesses can attest to his achieving that goal. During the economic crash of 2008, he and his wife empowered their employees to act as owners in the success of the Harley-Davidson store. Between 2008 and 2011, Republic Harley-Davidson was one of the 10 Harley Dealerships in the United States which operated profitably. The dealership continues to perform exceptionally, and has been nationally ranked in the top 5% in sales and service consecutively for the past five years among nearly 700 dealerships.

From 2004 to 2007, Mike and Monika also formed Motorcycle Capital Group and, together with a group of progressive Harley-Davidson Dealers, rehabilitated high potential, mismanaged Harley-Davidson dealerships. They were so successful, Harley-Davidson Motor Company secured the rights to include them in their Dealer Development Consulting Division.



As a community advocate, Mike is affiliated with several organizations including:

- Doctors without Borders
- Ft. Bend Women's Center
- Texas Children's Cancer Center
- Wounded Warrior Project
- Toys for Tots

Nicholas D. Rafizadeh

(713) 367-7877 nicholasrafizadeh@gmail.com

Personal Profile

Languages: English, Spanish, Farsi & conversational German

Interests: Music, Art, Skiing, Sports, Business, Music, Politics and Current Affairs

Education

Bellevue College – Bellevue, WA

Lyceum Alpinum Zuoz – Zuoz, Switzerland

International Baccalaureate, 2004-2006

William P. Clements – Sugar Land, TX

High School, 2001-2004

Issaquah Middle School - Issaquah, WA

Middle School, 1998-2001

Sunset Elementary School - Bellevue, WA

Elementary, 1992-1998

Extracurricular activities

Track and Field Junior Varsity(CHS), Amnesty Club Public Relations Officer(CHS), Completion to Coastal level Baseball, 1st Team Lyceum Alpinum Zuoz Cricket, Competition Skiing(LAZ), Philosophy Club(CHS), President of Iranian Culture Club(BC), Student Entrepreneurs Club(BC)

NON-CANNABIS EXPERIENCE

Education background in Sciences and Business management

Skills; Sales, accounting, business management, computer science skills, State/City/LCB Tax expertise, local regulatory knowledge, inventory management, Customer service-oriented, community involvement, project management, business operations, Market research and analysis, retail operations, customer retention strategies, creation of sustainable culture, leadership/communication, product knowledge, human resources

General work history

-Trichome & Calyx DBA The Joint 2016 - Present(2019)

As the owner of The Joint Seattle, I opened and successfully managed the first and only retail marijuana establishment in Seattle's University district with 100% compliance, employee retention. Under my implementation of strategies, The Joint has consistently reached the top of sales and performance by class and region.

Ownership, Administrative Operations, Management, Compliance, Business Licensing, Tax accounting (LCB and State), Sales, Vendor

Relations, Ordering, Inventory, HR, Hiring/Staffing, Payroll, Customer Service, Social Media, Market Research/Pricing Strategies

-Trichome & Calyx Corp. Seattle Wa 2012 - Present(2019)

Established T&C for I502 application and was successfully awarded “I502 Lottery License No.1” in Washington State

-Initiative 502 Petition field office, Seattle Wa 2011

Worked for the I-502 field office closely with organizers and canvassers

-D&S Hydroponics(Garden Supply), Oakland Ca 2011-2012

Product Sales, product development, packaging and labeling, shipping and labeling, warehouse stocking and inventory. My experience and work with my colleagues helped develop and lead the launch of GreenStone Nutrients

Oaksterdam Grower and Student Union, Oakland Ca 2010-2011

Enrolled, and worked at Oaksterdam campus

-Karmar Law, (contract) 2012-2014

Spanish to English document translation & interpretation

-Webb Ski, Summit at Snoqualmie 2011- 2012 (Winter Season)

Certified Ski School Instructor, completed all courses and coursework duties in Ski instruction

-Republic Harley-Davidson, Feb 2011 - 2016

Retail Sales, assisting in consumer facing interactions, and customer service. Accounting and basic bookkeeping skills, via HR training.

Automotive parts and accessories departments, knowledge in negotiation, customer retention techniques and inventory

Social media advisor & Web Support. Assisting in troubleshooting, performing upgrades, installation of software and developing strategies with third party apps, security and online/web management, social media management /public outreach, web marketing, content creation and data analysis

-City of Bellevue (Athletic Dept.), Sept 2008 – March 2009

Athletics Coach/Coordinator at Lake Hills Elementary. Organizing after school program, athletics/team sports, tutoring, behavior reports and parent/teacher communication

-Recreational Equipment Incorporated(REI), Sept 2006 – Sept 2007

Sales Associate. Sales, merchandising, stocking, checking and receiving, pricing, inventory, membership sales, customer service and fitting

Internship/Volunteer Experience

KBCS 91.3, Bellevue College Radio Street Team, Seattle Gov Stencil-a-storm-drain Project, Local “No Dumping” initiative, Production Assistant Michael Alexander Film Productions, Cougar Mountain Montessori, Lake Hills Elementary, Seattle Community College

Summary of Qualifications

As a sales associate at Republic Harley-Davidson, I maintained the highest sales figures per customer in Motor-Clothes department, I accomplished this by being aware of customer presence in the department at all times, providing my customers with personal attention, product information and education, to satisfy their motorcycling needs, both fashion and safety wise. In addition to sales I provided basic tech support, maintenance and trouble shooting.

As a sales associate at REI I have consecutively been top membership sales person for the Men's Footwear department at REI. I set the new standard for membership sales at REI, by being assertive, aware of customer presence in the department at all times, connecting with customers, and providing my customers with personal attention.

RESUME

TOM GORDON MANAGING BROKER - SKYLINE PROPERTIES, INC.

REAL ESTATE LICENSE NO. 11781
NOTARY PUBLIC LICENSE NO. 50296

50 116TH AVE SE SUITE 120, BELLEVUE, WA. 98004
DIRECT 206-786-4545, TOLL FREE 800-323-8717
FAX 206-238-9190
E-MAIL: TOM@i5REALTY.COM
WEB PAGE: www.i5realty.com
WEB PAGE: WWW.CANNALICENSES.COM

OBJECTIVE: REAL ESTATE SITE SELCTION, NEGOTIATION, DUE
DILIGENCE, COMPLIANCE, ENTITLEMENT AND PERMITTING

SUMMARY OF QUALIFICATIONS

Real Estate Brokerage, Management, Development, Business Opportunity sales and Tenant representation for various companies including fast food (McDonald's, Burger King, Wendy's, Jack in the Box, KFC, Pizza Hut, Taco Time, Taco Bell, Winchell's Donuts, Denny's, Little Caesar's; Oil Companies (Chevron, Exxon, Shell, Texaco, Gull, Gulf, Phillips Petroleum; grocery (Safeway, Albertson's, Seven/11; banks (Bank of America, Chase, Wells Fargo; government (State of Washington, US Government; national and international companies (Boeing, Costco, Midas Muffler, Les Schwab Tires, Radio Shack, Color Tile, Burlington Northern, IBM)

Completed over 65 brokerage transactions involving I-502 site selections, leases, sales, compliancy, entitlement, market studies, planning, sales of businesses, applications, granted licenses, expert witness in courts, appraisals, portfolio sales

WORK OF EXPERIENCE

1968-1973 West and Wheeler Associates - Real Estate Broker and Property Manager - Seattle Washington

1973-1976 Grubb & Ellis Company - Real Estate Broker - Seattle, WA.

1976-1982 - Gordon Realty & Development - Commercial and Industrial Real Estate Development - Seattle, WA.

1982-1983 Terry Cook Associate - Real Estate Broker -Seattle, WA

1983-1986 Sherwood Group - Real Estate Broker - Seattle, WA.

1986-1990 - Seattle Pacific Realty - Real Estate Broker - Seattle, WA.

1987-1991 Bucky's Auto Centers - Owner-operator of 6 retail automotive shops - Seattle, WA.

1991-1994 Century Realty - Real Estate Broker - Seattle, WA.

1994-2017 - I-5 Realty - Owner/Broker of Commercial Real Estate Company - Bellevue, WA.

2012-present - Owner of Canna Licenses

2018 - present - Managing Broker, Skyline Properties, Inc. - Bellevue, WA.

EDUCATION

1964-1968 University of Washington, Seattle. BA-Real Estate
1963-1971 US Naval Air Reserve - Seattle (Active duty 1963)

MEMBERSHIPS

1966 - Present - Phi Kappa Tau Fraternity - University of Washington

1968 - Present - University of Washington Alumni Association

1968 - Present - Real Estate Broker - State of Washington

1968 - Present - Notary Public - State of Washington

1970-1995 - Washington Athletic Club - Member - Seattle, WA.

1991-present - Commercial Brokers Association - Member - Kirkland, WA.

1994-2006 - Northwest Multiple Listing Association - Member - Kirkland, WA.

EXTRACURRICULAR ACTIVITIES

Running - completed 13 Marathons

Golf

Water Skiing (water ski school graduate, tricks, jumping, barefoot)

Bowling (300 game)

Snow Skiing (Western states and Western Canada)

Softball

Soccer

Mountain Climbing (major peaks in State of Washington)

Duplicate Bridge (150+ master points)

REFERENCES

Roger Dillon - Founder AgriFresh Fruit Brokerage Company (509-264-6501)

TRICHOME & CALYX NORTH BEND SALES PROJECTIONS FOR CANNABIS RETAIL STORE

MONTH	YEAR ONE	YEAR TWO	YEAR THREE
January	100,000	220,000	340,000
February	110,000	230,000	350,000
March	120,000	240,000	360,000
April	130,000	250,000	370,000
May	140,000	260,000	380,000
June	150,000	270,000	390,000
July	160,000	280,000	400,000
August	170,000	290,000	410,000
September	180,000	300,000	420,000
October	190,000	310,000	430,000
November	200,000	320,000	450,000
December	210,000	330,000	460,000

Mike McCarty

From: Bryce Coffin <coffinb3@gmail.com>
Sent: Friday, July 31, 2020 12:46 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Good afternoon Mike,

I support the marijuana retail store in North Bend! I think it is a viable, well-thought out, and profitable resource for the city. Thank you for your time and consideration.

--

Bryce Coffin
Data Acquisition Manager

Mike McCarty

From: ANKE van de WAAL <coach@feelingalive.net>
Sent: Monday, August 3, 2020 1:28 PM
To: Mike McCarty
Subject: Proposed new marijuana store for the city of North Bend.

Just a message to tell you that I support the proposal.

Great location.

Kind regards,

--ANKE



ANKE van de WAAL BA, BS Care Coach

www.FeelingAlive.net

Mike McCarty

From: Trudel LLC <trudel.llc@gmail.com>
Sent: Tuesday, August 4, 2020 10:48 AM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

I would love to have a marijuana store in North Bend . I fully support opening a store.
Trudel

Mike McCarty

From: Huma Kali <humakali@live.com>
Sent: Tuesday, August 4, 2020 12:20 PM
To: Mike McCarty
Subject: re: Marijuana Retail DA Hearing

To Whom It May Concern:

I am eager and pleased to endorse and compel a marijuana retail business in North Bend from a retailer and personage of such reputable and excellent character. I need not attempt to convince anyone of the commercial and community value of such endeavor in our state and our community, but especially issuing from a man of such exemplary intelligence, integrity and distinguished being- it would be a terrible mistake to create any obstacle in his effort. The entire community will benefit from his work.

Thank you for making the right decision!

~Huma Kali
humakali@live.com
206-566-2807

Mike McCarty

From: Tabitha Ray <tabs8brains@gmail.com>
Sent: Tuesday, August 4, 2020 1:17 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

I would love to have a marijuana store in North Bend, having one locally would be great! Please open one up.

-Angel Ray

Mike McCarty

From: Desiree Duncan <desiree_duncan@hotmail.com>
Sent: Tuesday, August 4, 2020 4:15 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

I would really like to have a marijuana store in North Bend! It would be great if you could please open one.

Thanks!
Desiree Duncan

[Get Outlook for iOS](#)

Mike McCarty

From: Ambrose Sterr <ambrose@ambrosesterr.com>
Sent: Tuesday, August 4, 2020 9:26 PM
To: Mike McCarty
Subject: Cannabis store in North Bend

Dear Mr. McCarty;

As someone who often visits North Bend (I have family nearby), I am writing to express interest in North Bend opening a cannabis store. I have some difficulty sleeping, and often use CBD based cannabis products to help me sleep soundly. Having a licensed shop in the area would certainly make my (and I'm sure others') visits to the area easier and more pleasant.

For your residents, as someone who lives within a half mile of a cannabis store, I have never found them to attract any unpleasantness - despite my initial skepticism, I have found them to be among the more congenial shopping experiences I have had.

I understand you have individuals looking for licensing to open a cannabis store in North Bend. I urge you to allow that licensing. I think it would benefit both your residents, and visitors such as myself.

Yours truly,
Ambrose Sterr

Mike McCarty

From: sorenkerk@sorenkerk.com
Sent: Wednesday, August 5, 2020 9:39 AM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing support letter

This note is to support Wayne Seminoff in his attempt to allow the development of a retail operation for marijuana sales at 43514 SE North Bend Way. I have known Mr. Seminoff for over 15 years, and know him as a skilled and honest businessman. He is thorough and complete and industrious in completing the business before him. I cannot attend the on line meeting, but I am in support of this development, and N. Bend needs a reputable marijuana store.

SKerk

Mike McCarty

From: David Newman <newman@rainierlaw.com>
Sent: Wednesday, August 5, 2020 3:28 PM
To: Mike McCarty
Subject: Wayne Seminoff cannabis shop application

Dear Madam or Sir:

I write on behalf of my colleague Wayne Seminoff to endorse his request to open a cannabis retail shop in the City of North Bend. I urge the city's approval.

David M. Newman
The Rainier Law Group, PLLC
newman@rainierlaw.com
www.rainierlaw.com

Mailing address: PO Box 7328, Bellevue WA 98008-1328
Office location: 12356 Northup Way, Suite A, Bellevue WA 98005-1972
Phone: 425-748-5200

Mike McCarty

From: Amber McAllister <amber.mcallister@gmail.com>
Sent: Wednesday, August 5, 2020 10:44 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing.

Hi Mike,

Please do not allow a Marijuana shop into North Bend. At all. Anywhere. Please look to the other cities who have and compare it to the crime rate and the downfall of the community. Please don't ruin North Bend by letting that in.

Thanks,
Amber

Mike McCarty

From: shawn collier <shawn5150@hotmail.com>
Sent: Wednesday, August 5, 2020 11:32 PM
To: Mike McCarty
Subject: No Schedule 1 drug store

Please don't bring this to our town. Live within the cities budget just like we all as citizens have to and don't sell illegal drugs to fund your ambitions.

And right across from the church? Really Mike?

Shawn Collier
North Bend Wa

Mike McCarty

From: Kathe Davis <kathe@kathedavis.com>
Sent: Thursday, August 6, 2020 9:11 AM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Two things...

I would like an invitation to the hearing, and I would like to tell you my opinion on the matter, for your consideration. I would love to see a retail store here in North Bend because my 68 year-old husband is on chemo pills for his Leukemia and uses marijuana for the nausea associated with the chemo.

He has also used marijuana over the years for chronic pain.

We are on a fixed income and it would be very helpful to not have to drive 20 minutes to pick up his pain/nausea meds. Every retail store we have visited out of town has been very clean and the people we see in them have been respectable.

The taboo associated with marijuana is similar to alcohol when it was prohibited, both were ridiculous and we need to get past the mindset that marijuana is evil and leads to crime, etc.

It is a natural God-given plant and should be available in our neighborhood.

Thank you,

Kathe Davis

425-221-8196

Mike McCarty

From: Cindy Costa <cindyvcosta@gmail.com>
Sent: Thursday, August 6, 2020 12:23 PM
To: Mike McCarty
Subject: Pot shop

Sent from my iPhoneplease please please, allow a pot shop to open in north bend. This city could use a bit of mellow. Thanks Cindy

Mike McCarty

From: Andrei Henry <andrei.henry@gmail.com>
Sent: Thursday, August 6, 2020 5:12 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Hello Mr. McCarty,

I am writing to express my support for the proposed marijuana store on SE North Bend Way. I look forward to the tax revenues staying in our community, instead of fleeing to Issaquah or elsewhere. I also look forward to the convenience of having a local merchant, again instead of travelling to other communities. Finally, I believe that the presence of such a business is a reflection of North Bend's values of inclusion, acceptance and freedom.

I look forward to having this new business in our community in the near future.

Thank you,
Andrei Henry

Mike McCarty

From: Cristi Cooper <cristilscooper@gmail.com>
Sent: Thursday, August 6, 2020 5:17 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Dear Mr. McCarty,

My husband, children and I live in North Bend — off of Maloney Grove. I am writing to ask you to count our family among the voices that ***do NOT want a marijuana shop*** on North Bend Way. Right now, our community is so beautiful. As we travel around the state, we notice that pot shops seem to increase as you head to the coast or to small towns. In our opinion, it reduces the overall pleasant nature of being in any of these beautiful spots — the town gets an overall junkier feel. We feel that North Bend would take a turn in the wrong direction, both as a tourist destination and as a wonderful place to live.

Thank you for taking the time to listen to the residents of North Bend!

Sincerely,

Cristi Cooper
206-321-9735

Mike McCarty

From: Judy Baldwin <baldjudywin@gmail.com>
Sent: Thursday, August 6, 2020 5:19 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

I am writing in support of a cannabis retail store on North Bend Way.

Cannabis is legal here and people should not have to drive to other cities to purchase it.

Thanks,
Judy Baldwin

Sent from my iPhone

Mike McCarty

From: Denita Benyshek <denitabenyshek.phd@gmail.com>
Sent: Thursday, August 6, 2020 7:09 PM
To: Mike McCarty
Subject: marijuana retail DA hearing

Hello,

I am writing as a mental health counselor. My home and office are located in the North Bend community. I have lived here for 23 years.

One of my specialties is helping clients with chronic illness including severe, debilitating pain, migraine headaches, fibromyalgia, rheumatoid arthritis, Ehler Danlos Syndrome, insomnia, etc. For folks with severe, chronic pain, there are few effective pharmaceutical options, many of which have side effects that prevent folks from being able to take the meds daily. In the past, opiates were prescribed, sometimes needing higher doses over time, which created addiction. For my clients with pain and sleep issues, medical marijuana has been very helpful and is an excellent alternative to opiates.

Medical marijuana can also be an effective treatment for children and adults with frequent epileptic seizures, as well as helping nausea caused by cancer treatments. Patients can work with licensed naturopath doctors to receive advice as to what strains are most effective, how much CBD content will be helpful. Medical marijuana is now available that has very low THC, so there isn't a danger of intoxication.

I respect the efforts of the State of Washington to regulate the production and retail sale of marijuana. I trust that the city of North Bend will conform to state laws and put rules in place to protect our citizens and our children. My hope is that having a retail marijuana store in our community will reduce opiate dependence and addiction and help patients with chronic illness who might find it too exhausting and too difficult to drive to Factoria, which I think is the nearest retail shop.

I read the Living in Snoqualmie article about the proposed retail shop. The architecture (what I think of as "mountain modernism") is attractive and fitting. I am also familiar with research showing that retail cannabis is not associated with increased criminality, are associated with rising housing values, that clients tend to be older due to increased medical problems for seniors, is not positively associated with increased teen use, is not associated with increases in youth use, is not associated with worse driving, is associated with reduced alcohol consumption, increases tax revenue, and creates jobs, and reduces opioid consumption by general public. There is a good overview of relevant research, on retail marijuana and communities,

here: https://townofbarnstable.us/boardscommittees/PlanningBoard/Additional_Materials/Societal-Impacts-of-Cannabis-Dispensaries-Retailers.pdf?tm=1/1/2020%204:01:40%20PM

I also recognize that our society is in the early stage of conducting research on adverse effects of marijuana use and that precautions are advisable, as there are neurological effects that change brain development in youth, changes in anaesthesia needs in frequent users, etc. So, please do not construe this missive as a 100% seal of approval for indiscriminate use by anyone at any time.

Sincerely, Dr. Benyshek

Dr. Denita Benyshek
PhD Psychology
MA Psychology
MFA Painting
Graduate Certificate, Psychology of Creativity
Licensed Mental Health Counselor LH60945856

Psychotherapy: <http://www.denitabenyshekphd.com>
Research: <http://saybrook.academia.edu/DenitaBenyshekPhDMFA>
Art: <http://www.denitabenyshek.com>

Providing counseling on Mercer Island and Snoqualmie Valley.
Telehealth counseling through HIPAA compliant platforms
(Simple Practice internet video or smartphone app free to clients).

Phone: 425-281-5367
Fax: 206-902-5288

In case of emergencies that involve your safety: please call
the Crisis Clinic at (206) 461-3222
or 866-4CRISIS (866-427-4747).
If someone is in immediate physical danger, call 911.

This message and any attachments may contain legally privileged and/or
sensitive medical information. Any unapproved disclosure, use or dissemination
of this e-mail message or its contents, either in whole or in part, is not permitted.
If you are not the intended recipient of this e-mail message, kindly notify the sender.
Next, please delete this e-mail. Thank you.

Mike McCarty

From: ed <ed@waudpod.com>
Sent: Thursday, August 6, 2020 8:11 PM
To: Mike McCarty
Subject: Marijuana dispensary

Hello,

As a very recent cancer survivor, I want to put my vote in as YES. I have never seen a problem in, around or near any pot shop I went to while in chemotherapy.

Having survived, I no longer use it but would love to have a nearby source of the CBD products I do still use.

Thank you,
Ed Wauf

Sent from my Verizon, Samsung Galaxy smartphone

Mike McCarty

From: Gmail <ameliasunrise@gmail.com>
Sent: Thursday, August 6, 2020 10:40 PM
To: Mike McCarty
Subject: Marijuana hearing NB

Hello,

I am writing to state my support for having a marijuana store in North Bend. I use it for my migraines which can be debilitating, and it would be wonderful not to have to travel to Issaquah- and I'd rather keep my money local if possible and generate revenue for the community I live in.

Thank you,
Amelia Moore
Silver Creek neighborhood

Mike McCarty

From: JDRoalkvam <roalkvam01@comcast.net>
Sent: Friday, August 7, 2020 5:13 AM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

I'm in full support of a marijuana shop in town. The noise about the proposed location being "close" to a school and/or church are just hysterical attempts at diversion; if the site meets siting requirements in state law, then it meets the requirements. Period. The debate over whether this product is legal or not is over, the majority of citizens in WA decided that years ago. The only question now is whether or not the city will continue nanny state tactics and inconvenience its own citizens by forcing them to travel to a different town to shop. Not only are valley residents being inconvenienced, but the city is losing a large tax revenue source and the other retail leakage that goes along with it.

Joel D. Roalkvam
13517 421St Ave SE
North Bend, WA

Mike McCarty

From: John Hammerly <j_d_hammerly@hotmail.com>
Sent: Friday, August 7, 2020 6:23 AM
To: Mike McCarty
Subject: Marijuana Store

Hi,

My wife and I live off Mt Si road and spend much our time in the City of North Bend. North Bend should not allow a retail marijuana establishment locally. It isn't appropriate where it is proposed because of the proximity to schools, churches, and other local businesses. Its existence will discourage other retailers from opening or expanding in that area. If you examine where Marijuana stores exist in other communities, they are isolated and separate from other businesses. Yes, in some cases, zoning forced their isolation, but other retailers could, but avoid locating in the vicinity of retail marijuana stores. Why? A marijuana store in the proximity is bad for their business and threatens its success.

Bring with them public safety issues. Marijuana retail facilities have an unfortunate history of being frequently robbed. Further, such an establishment only adds the challenges of protecting the upper valley from the urban blight that gripped Seattle and portions of East King County. A marijuana store in North Bend adds nothing and brings problems we don't need.

JD Hammerly
Mobile (425) 999-1901



Mike McCarty

From: Jennifer Conyers <jennifer.morgan.conyers@gmail.com>
Sent: Friday, August 7, 2020 8:11 AM
To: Mike McCarty
Subject: Marijuana meeting invitation

Hello!

I am very interested in participating in the public discussion about the pot shop in North Bend.

I am a homeowner in town and I am VERY SUPPORTIVE of this idea. I would live an opportunity to answer questions from any concerned neighbors.

Thank you!

Jennifer Conyers

Jennifer.morgan.conyers@gmail.com

I'm mobile, please excuse typos.

Mike McCarty

From: Kelly Dickerson <kelly@basm.net>
Sent: Friday, August 7, 2020 10:54 AM
To: Mike McCarty
Subject: Marijuana retail DA hearing

My name is Kelly Dickerson and I am a resident of north bend. I feel it's about time to approve a retail location. The reason being is the city of North Bend is losing out on all the tax dollars that it's residents spend in Issaquah. It's legal now, stop making us north bend folks have go to issaquah which is the closest retail location to us. A lot of residents use marijuana and North Bend should get the tax dollars instead of issaquah. this would be a huge benefit for our community and the improvements that can be done as well as money to help our least fortunate with food and affordable housing. All things we need. The stigma of marijuana being worse than alcohol is wrong, I know I was raised by a abusive alcoholic and the only time I didn't get beat as a kid is when my dad smoked a joint first. Thank you in advance for reading this!

Thanks Kelly Dickerson

Mike McCarty

From: Nate A <nate.aspinall@gmail.com>
Sent: Friday, August 7, 2020 11:11 AM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Hi Mr. McCarty,

I would like to voice my strong support for the proposed marijuana retail store in North Bend.

My wife and I live a short way away on 4th St by North Bend Elementary. I have used marijuana to help deal with chronic pain and decrease alcohol consumption. As a result, I'm much healthier than I was.

One of the concerns mentioned by others are that the proposed location is somewhat near a school. First of all, it's an elementary school and I don't exactly see 8 year old kids trying to buy marijuana. In terms of attracting unsavory individuals, I would counter that I have been to many different locations in Issaquah, Bellevue and Seattle - I've never seen a problem with vagrants or tweakers.

It's time that people realize that it's here to stay and far less dangerous than the alcohol sold even closer to a school at QFC. We may as well reap the benefits of the considerable tax revenue instead of continuing to waste energy fighting against a substance less harmful than tobacco or booze.

I apologize for being so long-winded, but I appreciate you taking the time to read my email. Thank you and have a great day.

Regards,
Nate

Mike McCarty

From: Brian Plante <brianlplante@gmail.com>
Sent: Friday, August 7, 2020 8:42 PM
To: Mike McCarty
Subject: North Bend marijuana

I saw a post on nextdoor that there's a proposal for a marijuana shop in North Bend. As a resident of Si View, i support this proposal.

Brian Plante

Mike McCarty

From: Comcast <goteamvitni@comcast.net>
Sent: Saturday, August 8, 2020 1:12 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Our household supports having a marijuana shop in North Bend, we would rather our tax dollars had a chance to stay in town rather than going to Issaquah. I would be more likely to do all my shopping in town if I didn't have to drive down the hill anyway for just that one thing.

Our location as a launching point for outdoor adventure and cross state travel puts us in a unique position to catch that revenue before people keep heading East- they're stopping here for groceries, takeout, and our breweries anyway- why not marijuana?

Please don't let opinions of a rather vocal minority speak louder than the needs of the community. Marijuana is legal.

Britni & Vincent Larson

Mike McCarty

From: Lisa Stoddard <davil664@gmail.com>
Sent: Saturday, August 8, 2020 4:18 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Hi Mike,

Please do not allow the marijuana store to be built on 43514 SE North Bend Way. It is not the correct location for sales of an addictive substance.

As a non-smoker of marijuana, I have felt oppressed by the people who do smoke it because the smell carries unbelievably far. I do believe people have the right to smoke it if they want to, but it is not ok that their choice limits my right to breathing clean air - in my own backyard. It was even worse when we lived in an apartment in SeaTac because if a neighbor in our building was smoking, we could smell it through the walls. No windows needed to be open to smell it. We have young kids, and it is one thing if someone wants to harm their own body with smoke, but an entirely different thing if their behaviour is affecting our lives too. It is not right.

I have smelled weed many times in public parks too, people seem to ignore the law that says don't smoke it in public.

If those people were to smoke it right outside the store (or say, in nearby Tanner Landing Park), everyone in the neighborhood across the street would smell it, as well as those in the church. Everyone's rights are important, not just those who want to use recreational drugs.

My family moved here to North Bend because we thought it was a family-friendly city with low crime rates, it still is, and I would like to keep it that way. This study found a positive correlation between drug use and violence. We don't need to be promoting that here with our very own store.

There is a marajuana store in Issaquah that people can get to just as easily as I can get groceries from Costco. It's not that far, it's not that inconvenient, we don't need a marajuana store here.

My opinion puts me in the minority, but as a citizen of North Bend, I hope you will still see my thoughts as valid and take them into consideration before deciding on if the marijuana store should be in our town.

Best Regards,
Lisa Stoddard

Mike McCarty

From: Geoff <geoffgegwich@comcast.net>
Sent: Saturday, August 8, 2020 6:56 PM
To: Mike McCarty
Subject: MJ hearing

If we are going to have a marijuana shop why not put it in the Safeway plaza...no residential issues...seems like they have space. Easy on and off..so my vote is no for North Bend way..

Have you noticed downtown is basically a row of bars-even dairy freeze is serving beer...what do we want to be know for...booze and weed? Thanks, Geoff Gegwich

Mike McCarty

From: elisewallick@mt-si-software.com
Sent: Sunday, August 9, 2020 1:27 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

To City of North Bend, Mr McCarty,
My family supports the legal sale of Marijuana in the city of North Bend.

The proposed location at 43514 SE North Bend Way looks fine to me. That is far enough away from schools.

I am a citizen living in Old Si View neighborhood.
Elise Wallick
449 SE Cherry Dr,
North Bend

Mike McCarty

From: Dmitriy Gak <dmitriy@summitbjj.org>
Sent: Sunday, August 9, 2020 1:37 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Hi,

I'm writing this note to express that I would love to have a marijuana store being available/present in North Bend!
Please ensure that one opens up.

Thanks,

Dmitriy Gak

Mike McCarty

From: linkyohee <linkyohee@comcast.net>
Sent: Sunday, August 9, 2020 7:37 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Mr. McCarty,

I have Multiple Sclerosis and have used medical marijuana products to help certain symptoms I deal with. I would like to say that I support a retail marijuana shop in North Bend. I do question the distance to any schools though. I also question the appearance of such a store. I have been in many marijuana retail shops as I used to provide homemade baked goods and candies to medical marijuana establishments. The better the store looks, inside and out, will determine the type of clientel that will frequent it. I prefer not to go into the stores that look run down and unkept outside. It gives the impression that they are that way inside. North Bend is such a cute town, with warm, friendly people. If North Bend opens a retail marijuana shop, I ask that it fit in with the town & landscape.

Thank you for your time reading my opinion. I appreciate you giving me a voice in this matter.

Lynne Keohi
253-229-0441 cell
44743 SE 147th St.
North Bend 98045

Sent from my Samsung Galaxy , an AT&T LTE smartphone

Mike McCarty

From: Lorna Schripsema <twocockatoos@me.com>
Sent: Monday, August 10, 2020 7:44 AM
To: Mike McCarty
Subject: Support for store

I am writing to pledge to you, my support for the marijuana store here in North Bend.

I am a 62 year old that suffers from arthritis, lower back stenosis as well as scoliosis in my lower back. This type of store not only adds taxes that we can use in this area but the added income and jobs for others here too. I would like to look at other locations than the one chosen, make sure it is away from schools and neighborhoods because of added traffic but all in all I think it's a great idea.

For those that think this is a gateway drug, obviously you have not looked up the fact on this medication. It is a natural plant that helps those with chronic pain, nausea from chemo, anxiety, as well as seizures. It is not a manufactured chemical but one that is safe and effective. It is far less dangerous than alcohol, and highly addictive over the counter drugs and prescription drugs.

Please continue with your plans for this store in our area, not only will it add highly needed income to our area but it will also stop the sale of this on the street. This is highly regulated by our government and continues to be a welcome addition to most neighborhoods. Don't let the narrow minded thoughts of those that are against this because of what they have heard change your minds of moving forward in this venture.

Sincerely,
Lorna Schripsema

Sent from my iPad

Mike McCarty

From: Nick Borelli <nborelli@hotmail.com>
Sent: Monday, August 10, 2020 9:33 AM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

I fully support this measure to give North Bend a marijuana store. Let's end the hypocrisy...it's legal, just like ALCOHOL which is served all and sold everywhere.

Thanks

Mike McCarty

From: Kristin Tetuan <kristin.tetuan@mac.com>
Sent: Monday, August 10, 2020 10:02 AM
To: Mike McCarty
Subject: Dispensary in town

Hello, Mike -

I just wanted to send a quick note to say I support this venture in NB and hope the company coming in is high quality and reputable!

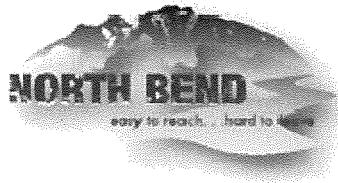
Thanks,
Kristin

Mike McCarty

From: Susie Oppedal
Sent: Monday, August 10, 2020 11:01 AM
To: Mike McCarty
Subject: FW: No to the "Pot Shop"

Mike,
Please see email below that Mayor Rob forwarded to me.
I will let him know if he gets any public comments to forward them to you.
Thanks,
Susie

Susie Oppedal, CMC
City Clerk
Phone: 425-888-7627



This email is considered a public record and may be subject to public disclosure

Please Note: City Hall has moved to 920 SE Cedar Falls Way. Our mailing address is still PO Box 896, North Bend, WA 98045.

From: Rob McFarland <RMcFarland@northbendwa.gov>
Sent: Thursday, August 6, 2020 8:42 AM
To: Susie Oppedal <SOPPEDAL@NORTHBENDWA.GOV>
Subject: FW: No to the "Pot Shop"

Mayor Rob

From: shawn collier <shawn5150@hotmail.com>
Sent: Monday, August 3, 2020 8:46 PM
To: Rob McFarland <RMcFarland@northbendwa.gov>
Subject: No to the "Pot Shop"

Please scrap this plan. Right across from Cascade Covenant church? Sunday school and bong hits after?

Are you overspending the budget with the useless town hall and need help from a federally illegal controlled scheduled one drug? What next will you do when an attorney general steps in and cracks down? When kids take it out of state and go to prison because of your choices and lack of spending control? We have to be on a budget why not government? Pedaling drugs are the answer? Illegal drugs?

Take a lead from Snoqualmie and don't embarrass this great mountain outdoor town. A premier outdoor recreation location?

What happened to that goal? Disappointing to say the least.

Shawn Collier

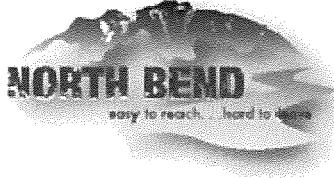
North Bend Wa

Mike McCarty

From: Susie Oppedal
Sent: Monday, August 10, 2020 11:02 AM
To: Mike McCarty
Subject: FW: Proposed marijuana dispensary in North Bend

Mike,
Please see below regarding the upcoming PC hearing on this issue.
Susie

Susie Oppedal, CMC
City Clerk
Phone: 425-888-7627



*****This email is considered a public record and may be subject to public disclosure*****

Please Note: City Hall has moved to 920 SE Cedar Falls Way. Our mailing address is still PO Box 896, North Bend, WA 98045.

From: Rob McFarland <RMcFarland@northbendwa.gov>
Sent: Thursday, August 6, 2020 8:00 AM
To: Susie Oppedal <SOPPEDAL@NORTHBENDWA.GOV>
Subject: Fwd: Proposed marijuana dispensary in North Bend

Mayor Rob McFarland
City of North Bend

Begin forwarded message:

From: Mike Brough <brough.mike@gmail.com>
Date: August 5, 2020 at 10:27:50 PM PDT
To: Rob McFarland <RMcFarland@northbendwa.gov>
Subject: Proposed marijuana dispensary in North Bend

Mayor McFarland,

I am writing to voice my strongest possible opposition to the proposal to permit operation of a marijuana dispensary on North Bend Way.

If this, or any, dispensary is allowed to operate in North Bend under your administration, not only will you lose my vote (which you earned when you were elected), but I will make it my personal mission to ensure that each and every one of my friends, neighbors, fellow church members and teachers of my children vote for your opponent in the next election.

Do the right thing, and draft an ordinance to prohibit the recreational sale of a Schedule I drug within North Bend. Our children deserve better.

Concerned voter,
Mike Brough

Sent from my iPhone

Mike McCarty

From: Nicole Pratto <nikkipratto@icloud.com>
Sent: Monday, August 10, 2020 7:41 PM
To: Mike McCarty
Subject: North Bend recreational Marijuana store (pledge of support)

To fellow citizens of North Bend:

I'd like to share my thoughts on adding a marijuana store to the town of North Bend.

I fully support adding this business because the use of marijuana for both recreational and medicinal purposes will increase revenue for the city.

Allowing the opening of such a business will inevitably lower the use of opiate derived pain killers as well.

This is a smart decision and becoming more and more of a commonality these days. Thanks for your consideration & we hope to see North Bend opening it's own marijuana store very soon.

Nicole Pratto

> Sent from my iPhone

Mike McCarty

From: gooseassassin@hotmail.com
Sent: Tuesday, August 11, 2020 8:36 AM
To: Mike McCarty
Subject: Pot shop

Please approve the permit for the new pot store . It will provide more tax dollars for our city. Thank you. Jeff Hansen
Silver creek.

Sent from my iPhone

Mike McCarty

From: Lyndsey Watson <lyndseyw@cascadecov.com>
Sent: Tuesday, August 11, 2020 1:42 PM
To: Mike McCarty
Cc: Dan Boehlje
Subject: Marijuana Retail DA Hearing
Attachments: City of North Bend - Marijuana Retail DA Hearing.pdf

Dear Mike,

I hope you're doing well!

Please see the attached letter from Pastor Dan on behalf of Cascade Covenant Church regarding the upcoming public hearing on the topic of the development agreement for a marijuana retail store at 43514 SE North Bend Way.

Please let me know if you have any questions.

Thanks and have a great day,

Lyndsey

Lyndsey Watson
Associate Pastor @ Cascade Covenant Church
lyndseyw@cascadecov.com
Cell: (425) 765-5945

Cascade Covenant Church
13225 436th Ave SE | PO Box 331
North Bend, WA 98045
Ph: (425) 831-6222

Comment 39
(attached letter)



To Whom it Concerns,

I'm writing on behalf of Cascade Covenant Church (CCC) regarding the Development Agreement for a Marijuana Retail Store at 43514 SE North Bend Way.

We oppose granting a Development Agreement or zoning variance to a Marijuana Retail Store by the City of North Bend. We are concerned by its close proximity to our organization and find additional issues problematic. These include:

1. The 1000ft. buffer mandated by RCW 69.50.331(8). We are located less than 300ft from the proposed location. We believe that keeping a 1000' buffer is prudent for the children and adults that come to CCC and oppose reducing the distance. RCW 69.50.331(8) requires a buffer for schools, playgrounds, recreational centers/facilities, childcare centers, public parks, libraries, and any arcades. Our facility includes many of the elements of these entities. We host programs for local high school students on Monday nights (average 30 students in attendance), middle school students on Tuesday nights (average 40 students in attendance), preschool children and moms on Wednesday mornings (average 15 in attendance), in addition to our weekly Sunday morning worship services where we have an average of 100 children (birth – 18 years old) on site.
2. Safety. This is a poor location for any type of retail outlet. There are no sidewalks or crosswalks in the vicinity and several businesses that have large trucks and heavy construction equipment frequently use the same entrance. Is there a plan for people crossing North Bend Way to access the store? Otherwise, placing a retail store in an industrial area that has no accommodation for foot traffic (sidewalks) is a safety concern.
3. The social cost of increased substance abuse. As an organization that cares for the spiritual, mental/emotional, and physical well-being of all people, we're concerned about the potential increase in substance abuse issues created by increased access to addictive substances. Does the city have a plan to help fund recovery programs or to help those affected by substance abuse especially if the city benefits from increased tax revenue? We would oppose any development of marijuana retail store outlets within city limits until the city addresses this concern.
4. It is our understanding there was an existing North Bend Ordinance prohibiting marijuana retail stores in compliance with the federal laws. While we understand these businesses are legal in Washington State, we would like to know why the city is considering a variance in this instance.

Thank you for your time and attention. We appreciate all that you do in serving our community.

Respectfully,
Daniel Boehlje
Lead Pastor Cascade Covenant Church

Mike McCarty

From: Michael Goldstein <msgmusicman@gmail.com>
Sent: Tuesday, August 11, 2020 2:33 PM
To: Mike McCarty
Subject: Pot Store

Please allow pot stores to open! We don't want to drive to other cities.

Michael

Sent from my iPhone

Mike McCarty

From: K C <C_Extra_02468@hotmail.com>
Sent: Tuesday, August 11, 2020 10:30 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Dear Mr. McCarty and Planning Commission Members,

I oppose a Development Agreement allowing the development of a marijuana retail store at 43514 SE North Bend Way. I feel that the City should adhere to the existing zoning regulations when it comes to marijuana retail.

A specific concern I have regarding the proposed location for this marijuana retail store is the negative impact it will have on traffic. The intersection of 436th Avenue SE and SE North Bend Way is already very busy and this business would likely draw additional traffic from I-90. The close proximity of the driveway compared to the intersection is also a safety concern.

Please do not approve this Development Agreement.

Sincerely,
Kristin Craig
City of North Bend Resident

Mike McCarty

From: Annie Combs-Brookes <combsbrookes@gmail.com>
Sent: Tuesday, August 11, 2020 11:16 PM
To: Mike McCarty
Subject: Support for retail store in North Bend

Dear Mr. McCarty,

I am writing in support of establishing a retail cannabis store in North Bend, WA. Such products are much needed -- especially in these challenging times.

You will not find a better proprietor than Wayne Seminoff.

Thank you,

Annie Combs-Brookes

Mike McCarty

From: Von <vonriphenburger@gmail.com>
Sent: Wednesday, August 12, 2020 6:07 AM
To: Mike McCarty
Subject: North Bend Marijuana Store

Hello,

I am writing to show support for the proposed North Bend Marijuana store. It is an ideal location and people need convenient access. Healthy things should be at least as available and accessible as unhealthy things like alcohol and cigarettes. There is no plausible excuse for not permitting this while those alternatives are everywhere.

Thank you for supporting the people who you represent,
Mark Riphenburg

Mike McCarty

From: Pacific Talent Group <ptg1014@gmail.com>
Sent: Wednesday, August 12, 2020 11:51 AM
To: Mike McCarty
Subject: Marajuana Store

Please do allow the Marajuana store at North Bend. It has my support.

David Sr John

Mike McCarty

From: Erica Spellman <ericaiwant@yahoo.com>
Sent: Wednesday, August 12, 2020 11:57 AM
To: Mike McCarty
Subject: Re: Marijuana

I am in favor of a Marijuana Store in North Bend.

Thank you

Erica

On Monday, August 10, 2020, 08:06:13 PM PDT, Erica Spellman <ericaiwant@yahoo.com> wrote:

I believe that a Marijuana Store would add value to North Bend.

Thank you.

Erica

Mike McCarty

From: Tom Merry <merry@rainierasphalt.com>
Sent: Wednesday, August 12, 2020 1:55 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing
Attachments: City of NB- Development agreement for a marijuana retail store.pdf

Hi Mike,

Letter attached. Please confirm receipt. Thank you.

Tom Merry
O: (800) 592-0311 or (888)-PAVEMENT
C: (253) 227-3892
F: (425) 484-6140

WE'RE GROWING. WE'RE HIRING.



Comment 46
(attached letter)

Thomas Merry
P.O. Box 1549
43424 SE North Bend Way
North Bend WA 98045

City of North Bend
ATTN: Mike McCarty
920 SE Cedar Falls Way
North Bend, WA 98045

August 12, 2020

RE: Development agreement for marijuana retail store at 43514 SE North Bend Way

Dear Mr. McCarty:

The purpose of this letter is to provide input on the above referenced project in accordance with your solicitation and forthcoming public hearing tomorrow.

My business is a tenant in a building directly adjacent to the subject parcel. The address is 43504 SE North Bend Way. I am also owner or part owner of three parcels nearby to the west at 43424 SE North Bend Way, 43412 SE North Bend Way and King county parcel 152308-9223 (this property does not yet have an address).

We are opposed to the proposed development agreement on this parcel for reasons related to public safety and traffic ingress/egress. While we acknowledge the applicant's ability to operate a legally allowable --albeit likely controversial -- business in the City, this is not the right site with respect to other zoning and planning objectives established previously by the city staff and council.

The City had previously established a very narrow path for the land use of "Construction company/storage yard," with Employment Park-1 (EP-1) being one of the few designations. As a consequence, several such companies have clustered themselves in this neighborhood, which includes nine adjacent parcels zoned EP-1, including the subject parcel of the proposed retail store. These businesses include Applied Professional Services, Fury Construction, Rainier Asphalt, Landwork Enterprises and DC Transport. The specific concern that I have relates to the mandate that these businesses (which includes mine) must comply with federal law, which contradicts the state law as it relates to marijuana usage. Federal law still considers marijuana illegal. Any company that employs drivers for commercial usage in vehicles with Gross Vehicle Weight ratings (GVWR) above 10,000 pounds (inclusive of any possible trailers) must comply with Federal Motor Carrier Safety Administration (FMCSA) regulations. This encompasses most pickup trucks rated $\frac{3}{4}$ ton or above. The statutory requirements for FMCSA mandatory drug testing are for anyone with a CDL license (above 26,000 pounds), however, many companies

like ours have also put all our "commercial drivers" into random drug testing pools out of an abundance of caution and in the interest of public safety. I would estimate that there are approximately 100 or more commercial drivers employed by these five companies in this neighborhood, with approximately 25 carrying CDL designations that are subject to federal law and mandatory random drug testing. We don't consider it prudent or wise to dangle a temptation in front of these employees within a stone's throw of their place of employment that would jeopardize their compliance with federal regulations, their employment or that of public safety. I suppose one could argue that these employees should remain disciplined and understand their terms of employment and their responsibilities vis-a-vis federal law, even if they are right next door to this temptation. If the establishment were up the road, they could just as easily partake. Fair enough. However, for the same reasons that such establishments are prohibited from being within a radius of schools, etc. we believe that it is the responsibility of planning staff and the council to make zoning decisions that are congruous with community priorities and that individual neighborhoods are intentionally constructed. Our priority -- and that of the City's -- should be to ensure that our roads have commercial drivers that are clean and sober. To the extent that placing this establishment in the proposed location would increase the likelihood of something bad happening, the city should encourage this project to be located elsewhere in the City.

A secondary concern relates to traffic flow and ingress/egress. The roundabout that will soon be installed at 436th and SE North Bend Way would likely make it difficult or impossible to safely execute a left hand turn out of the proposed store. To the extent that many of this store's patrons would be coming from I-90 exit 32, the concern is that people would be forced to make a right-hand turn onto SE North Bend Way upon leaving the establishment, then proceed with a left hand turn on Stilson Ave., a low-speed, sparsely travelled residential road. They would then turn left onto SE Cedar Falls Way to get back to the freeway. This sounds like a dangerous travel route, that includes several families with young children.

Thank you for your consideration of our perspective.

Regards,

Tom Merry
Managing Member, Rainier Asphalt Sealing LLC
Managing Member, Sigma North LLC
Managing Member, The Viewpoint LLC

Mike McCarty

From: Colby Brinnon <colbybrinnon@gmail.com>
Sent: Wednesday, August 12, 2020 2:10 PM
To: Mike McCarty
Subject: Marijuana store support

I would like to express my support for the opening of retail marijuana store in North Bend. My aunt Barbara Coffin actually died on this day six years ago and battled stage 4 ovarian cancer for over a decade. Marijuana in both CBD and THC forms greatly helped her in her battle. It helped her appetite and also nausea greatly.

I think it's too bad that marijuana has such a negative connotation for so many. If we actually looked at what alcohol does to people, there's not too many people beating their wives, girlfriends, kids, getting in fights, and killing people in cars on pot. Plus all the taxes it generates can raise much needed funds.

Thank you for your consideration.

Sincerely,

Colby Brinnon

Mike McCarty

From: Anke van de Waal <hi@twocupsofjoy.com>
Sent: Wednesday, August 12, 2020 3:48 PM
To: Mike McCarty
Subject: Marijuana store in North Bend

I support the proposed new marijuana store for the city of north bend.

My friend lives in that area. Daily she is in so much pain. The pain meds make her a zombie.

Let's give her a new chance to live more comfortably and be a grandma for her 8 grandkids.

Thank YOU,

Warm regards

AUKJE

Mike McCarty

From: Peter Palms <palms@peterpalms.com>
Sent: Wednesday, August 12, 2020 4:13 PM
To: Mike McCarty
Subject: Marihuana store In North Bend

Yes I do support wholeheartedly the proposed new marijuana store for the city of North Bend.

THANK YOU!

Dr P.J. Palms IV

<http://PeterPalms.com>

A Division of Palms & Company, Inc. (Founded 1934)

Tel 1 425 828 6774

<http://PeterPalms.com/credentials>

Guided by the belief that every life has equal value, Palms & Company works to help all people lead healthy, productive lives. In developing countries, it focuses on improving people's health and giving them the chance to lift themselves out of hunger and extreme poverty. In the United States, it seeks to ensure that all people-especially those with the fewest resources-have access to the opportunities they need to succeed in school and life.

Mike McCarty

From: Jana Jiwani <chambja1@hotmail.com>
Sent: Wednesday, August 12, 2020 4:31 PM
To: Mike McCarty
Subject: North Bend Marijuana Dispensary Hearing Comments
Attachments: Jana Jiwani response to Marijuana Dispensary in North Bend.docx

Hello,

Here are my comments for the hearing tomorrow. Please let me know if you have any questions.

Jana Jiwani

Comment 51
(attached letter)

Jana Jiwani

Co-Owner and Landlord

43504 SE North Bend Way

North Bend, WA 98045

City of North Bend

ATTN: Mike McCarty

920 SE Cedar Falls Way

North Bend, WA 98045

August 12, 2020

RE: Development agreement for marijuana retail store at 43514 SE North Bend Way

Dear North Bend Community and Economic Development Committee,

I am writing to you today as both a Property Owner, a Landlord, and a Concerned Citizen to express a strong objection to the modification of the zoning laws to allow a Marijuana Retail store at 43514 SE North Bend Way.

As a Property Owner, when I first heard about the development plans, I approached this proposal with an open mind and researched both the potential positive as well as the negative impacts of marijuana dispensaries on surrounding property values and crime rates. My research has made me highly uncomfortable with the idea of a dispensary going in right next to my property. Study after study have found **direct correlation between marijuana dispensaries and increases in rates of crime and disorder**. For example, researchers at the University of Colorado Denver state "We found that neighborhoods with one or more medical or recreational dispensary saw increased crime rates that were between 26 and 1,452 percent higher than in neighborhoods without any commercial marijuana activity," There is also a **direct correlation between marijuana dispensaries and a decrease in property value**. One example is a study conducted by the University of Ohio which found that in Washington State "home prices within a 0.36 mile area around a new dispensary fall by 3-4.5% on average." As a property owner I find it untenable that a business be allowed to open that will result in a loss of property value for all surrounding property owners.

What is the city's plan to compensate property owners for their loss of property value?

As a Landlord I have a legal and ethical duty to provide a safe rental unit to my tenants. One of my tenants has stated that they are concerned about their safety if the dispensary is allowed to open next door. Based on my findings of increased crime, she has good reason. ***What is the city's plan to prevent crime on my property? To keep my property as safe, as clean, as crime-free as it is right now? What is the city's plan to provide my tenants the same level of comfort and peace of mind they currently have at work, renting from me?***

There is a well known stigma associated with marijuana dispensaries. A study conducted by the State of Colorado found that "It does not matter if an apartment complex is located near a dispensary or a residential neighborhood with traditional homes – most people simply do not want to reside near these structures. As a result, the financial success of real estate endeavors is likely to be much lower." ***What is the city's plan to assist me in keeping my rental units rented, at the same price or higher adjusted for inflation, in the event that my units become undesirable due to increased crime?***

As a contributing citizen to the well-being of the North Bend community, I ask to you reject the proposal allowing a marijuana dispensary to be put in at this location which has a very real potential to impact my short term rental income as well as my long term increase in property value as well as the health and safety of my tenants and surrounding community.

Regards,
Jana Jiwani

Mike McCarty

From: Jo Rogel <joktan17@gmail.com>
Sent: Wednesday, August 12, 2020 7:21 PM
To: Mike McCarty
Subject: Cannabis Retail DA Hearing

Hello Mike,

I'm writing to express my support for the proposed cannabis retail store location at SE North Bend Way and 436th Ave SE.

I purchase cannabis regularly to manage symptoms of anxiety and to get reliable sleep. As a child, I experienced emotional and physical abuse from my stepfather that affected me into adulthood, and will be managing chronic anxiety and depression throughout my life. For many years, I reluctantly used prescription anxiety medications and was staunchly against cannabis.

However, in 2014 I decided to try cannabis on recommendations from friends, and was surprised that certain strains could reduce tightness in my chest, allow me to focus instead of being overwhelmed by my thoughts, and helped me ease into sleep instead of laying awake for hours at night. More importantly, it allowed me to stop using prescription medications like Xanax, which caused side effects and "hangovers" that could impact my function for hours or days after use.

I spend between \$80 - \$120 per month on cannabis in Issaquah, and I would much rather contribute to our local economy than continue to spend elsewhere. I am among countless others who make the same trip to Issaquah, Bellevue or Seattle regularly; and we all would appreciate our tax dollars supporting North Bend instead.

Please consider supporting the approval of a cannabis retail location in North Bend.

Thank you,

- Jo Rogel

Mike McCarty

From: Comcast <goteamvitni@comcast.net>
Sent: Thursday, August 13, 2020 8:53 AM
To: Mike McCarty
Subject: Re: Marijuana Retail DA Hearing

If it's not too late, we would like to add that we have a middle schooler and a high schooler, so we are also looking at the issue of opening a marijuana store in North Bend from a parent's perspective.

We do not believe that having a store in town will encourage our children to try marijuana any more than breweries, wineries, restaurants, and grocery stores encourage kids to try alcohol.

I think that banning a marijuana store in town would actually make trying marijuana more appealing to teens, what better way to rebel than to do something that your town has labeled as too controversial?

> On Aug 11, 2020, at 4:22 PM, Mike McCarty <MMCCARTY@northbendwa.gov> wrote:

>

> Thank you for your comment. I'll provide your comment to the Planning Commission for consideration at their hearing on the topic this Thursday.

> Sincerely,

> Mike

>

> **Please note City Offices are closed to the public at this time and I am working remotely.

>

> Mike McCarty, AICP

> Senior Planner

> City of North Bend Community and Economic Development PO Box 896 North

> Bend, WA 98045

> (425) 888-7649

>

> -----Original Message-----

> From: Comcast <goteamvitni@comcast.net>

> Sent: Saturday, August 8, 2020 1:12 PM

> To: Mike McCarty <MMCCARTY@NORTHBENDWA.GOV>

> Subject: Marijuana Retail DA Hearing

>

> Our household supports having a marijuana shop in North Bend, we would rather our tax dollars had a chance to stay in town rather than going to Issaquah. I would be more likely to do all my shopping in town if I didn't have to drive down the hill anyway for just that one thing.

> Our location as a launching point for outdoor adventure and cross state travel puts us in a unique position to catch that revenue before people keep heading East- they're stopping here for groceries, takeout, and our breweries anyway- why not marijuana?

> Please don't let opinions of a rather vocal minority speak louder than the needs of the community. Marijuana is legal.

>

> Britni & Vincent Larson

Mike McCarty

From: Joseph Merritt <jem15319@gmail.com>
Sent: Thursday, August 13, 2020 11:53 AM
To: Mike McCarty
Subject: Marijuana RetailDA Hearing

Mike,

My comment concerns the suitability of retail Marijuana in North Bend. Since the state of Washington legalized the regulated sale of Marijuana, communities have allowed permits to be issued. In cases that I have examined there has been insufficient study or evidence presented about the other costs to the community. City and town councils have been focused on potential short term tax revenue gains.

So I ask the Planning Commission if they have received evidence documenting the long term effects on the community and the cost that will be borne by families, businesses, and the town by allowing retail Marijuana in North Bend?

Many researchers state that there is not enough data yet to provide reliable information about the full cost burden of retail Marijuana. Do you have new information to share with the community?

Thanks,
Joe Merritt
15319 Reserve Drive
North Bend, WA 98045

Mike McCarty

From: Tia A <t1a975@outlook.com>
Sent: Thursday, August 13, 2020 5:33 PM
To: Mike McCarty
Subject: marijuana store

Good afternoon, I am writing on behalf of my friends Marijuana Store to let you know I am in favor of the store. Thank you.

-Tia

Mike McCarty

From: Todd Copitzky <tjcopitzky@comcast.net>
Sent: Thursday, August 13, 2020 5:47 PM
To: Mike McCarty
Cc: copitzky@gmail.com
Subject: Marijuana Shop

Mike,

As a long time resident of North Bend and the parent of three kids I wanted to express my strong opposition to allowing a Marijuana Store here in the North Bend area and especially in such close proximity to schools, churches, and family residences.

I know that marijuana has been legalized for adults and can be used in the privacy of their own homes. I still feel very strongly that this isn't about adults, it is about our children and the message we are sending to them about drug use and downplaying it's dangers and health risks. It is still the "Gateway Drug" that leads to so much of our societies problems right now. Why do we want our small, safe, and family oriented community to participate in something like this? Taxes? At the risk of our children?

I know people can go to Issaquah or other places and buy it, so why not let them? We don't need it here. Let them go somewhere else and help keep our community about families and children. Let's keep them safe!

I don't know if this is about tax collections or what, but there are always better ways to do that than to participate in types of activities that bring nothing but risks into our community.

I have seen these kinds of Pot Shops and the types of activities and people it brings around. Sure, there are some normal people that come in quietly, buy their pot for private use in their private homes, but there are also those that aren't so normal, safe, or law abiding. Why bring these types of people into our community. Yes, some may already live here in our community, that doesn't make it right to bring in a business that attracts even more.

Let's make our North Bend Community stronger, safer, and better. Not let it go the other direction, which is all this will do. There are no Better or Best things that will come from bringing this business into our community. Only bad or worse.

I love North Bend. We have raised our kids here and are planning on living here the rest of our lives and hopefully our kids will too. Let's make North Bend a Better Place to live that it has already been for us. Let's pass on a stronger, safer, community oriented society than we already have.

We will always have to worry about the Lesser things of this world coming into our community on their own. Let's not invite it as well. We are better than this. We want our kids to recognize this so they will do the same for generations to come here in the valley. The best place in the world to live.

I hope this email is heard and not just thrown into a pile. I know many people in the community feel the same because they have shared concerns. I hope they have written in as well.

Todd Copitzky
20 year citizen of North Bend with decades more to come!

Mike McCarty

From: J Lo <rjlofink@msn.com>
Sent: Wednesday, August 12, 2020 4:21 PM
To: Mike McCarty
Subject: Marijuana Retail DA Hearing

Hello,

Below are my comments regarding the plans for the Marijuana Retail shop at 43514 SE North Bend Way. I will consider this email an official submission of these comments. Please let me know if this is not the case.

Dear North Bend Community and Economic Development Committee,

I am writing to you today as both a Property Owner and a Landlord at 43504 SE North Bend Way, to express a strong objection to the modification of the zoning regulations to allow a Marijuana Retail store at 43514 SE North Bend Way.

Study after study has found a direct correlation between marijuana dispensaries and increases in rates of crime and disorder. For example, researchers at the University of Colorado Denver state "We found that neighborhoods with one or more medical or recreational dispensary saw increased crime rates that were between 26 and 1,452 percent higher than in neighborhoods without any commercial marijuana activity,"

The fact that the City is requiring a \$25,000 annual payment to mitigate traffic and "public safety services in excess of typical commercial retail," in itself suggests that the City recognizes the additional risk such an endeavor presents to public safety. And, those businesses and future proposed homes closest to the retail venture are surely at more risk.

There is also a direct correlation between marijuana dispensaries and a decrease in property value for properties in close proximity. One example is a study conducted by the University of Ohio which found that in Washington State "home prices within a 0.36 mile area around a new dispensary fall by 3-4.5% on average." As a property owner I find it untenable that the City would allow a business to open that will result in a loss of property value for all surrounding property owners. If the City wishes to amend zoning, they should do so where it will not affect current property owners.

As an adjacent property owner, I find this clause of 4. of this agreement specifically concerning.

"Additionally, within the release document, the Retail Store shall indemnify and hold harmless the City of North Bend and its agents, officers, elected officials, and employees from any claims, damages, or injuries brought by adjacent property owners or other third parties due to operations at the marijuana use and for any claims brought by any of the marijuana use's members, employees, agents, guests, or invitees for problems, injuries, damages, or liability of any kind that may arise out of the operation of the marijuana use."

If the City feels this clause necessary, the City must view this Marijuana retail store as inherently risky to its adjacent property owners. If a Marijuana retail store were to be approved, it should be done where there is no risk to current property owners.

As a Landlord I have a legal and ethical duty to provide a safe rental unit to my tenants. One of my tenants has expressed concern with a Marijuana dispensary so close to their business because their employees, and those of several other businesses in the immediate vicinity, are held to federal guidelines and Marijuana use is illegal and unsafe in their industry. Having a dispensary next door is an unnecessary temptation and poses a safety threat to our community.

Another of my tenants has stated that they are concerned about their personal safety if the dispensary is allowed to open next door. Based on my findings of increased crime, she has good reason. We all know that there is a stigma associated with marijuana dispensaries. A study conducted by the State of Colorado found that "It does not matter if an

apartment complex is located near a dispensary or a residential neighborhood with traditional homes – most people simply do not want to reside near these structures. As a result, the financial success of real estate endeavors is likely to be much lower."

If the City changes zoning regulations to allow a marijuana dispensary to be opened in this location they are putting the request of a new party above the interest of current property owners. This decision would have a very real potential to detrimentally impact short term rental incomes as well as long term property values of current property owners.

On another note, the WAC listed in this agreement is incorrect. It should be 314-55-083.

Sincerely,
Jolie Lofink
Member, Chambers Family LLC

Mike McCarty

From: Jeff Stoddard <jeffsto@outlook.com>
Sent: Thursday, August 13, 2020 8:11 PM
To: Mike McCarty
Subject: Comments - North Bend Marijuana Shop

Hi Mike,

I wanted to send you this email with my comments for tonight's meeting - I tried to talk but it sounded like we had a bad connection. Here is my comment below:

My name is Jeff Stoddard, and I am a North Bend homeowner at 736 Maloney Grove Ave SE.

I do not think that it is appropriate to use a DA for development of a marijuana retail location in North Bend. The location criteria in the NBMC were passed less than a year ago. It's surprising to think that we would consider violating these ordinances for our city's very first marijuana retail location, and skirt around them using a DA. If this location truly is a good location for the proposed business, then we should go through the process as intended, and either update the code or find a new location. To do otherwise defies our city's process and reduces trust in our local government.

Mr. Seminoff asserted that this was the only possible location for a marijuana retail store. Clearly, this is an exaggeration, and only reflects the current situation. There is a lot of movement into and out of the area as a result of COVID-19, and a new opportunity will present itself in the future.

Some have argued that this shop is a public good, due to the medicinal properties of marijuana; however, CBD products are already offered locally at the North Bend Bartell's, and have the same medicinal effect as THC products that the proposed shop would offer.

This proposed location would have a large negative impact on residents and communities in the area, as we've heard tonight. The church, nearby homeowners, and others are negatively impacted by lowered home values and increased crime rates. I implore you to decline this DA for the current location.

I am firmly against a DA to develop a marijuana retail business in the proposed location.

Jeff Stoddard

Mike McCarty

From: Steve Brown <steveb@apslocates.com>
Sent: Wednesday, August 19, 2020 7:48 AM
To: Mike McCarty
Subject: RE: Marijuana Retail DA Hearing

Thanks Mike,

My concern is parking. I'm picturing people parking in front of my property taking the spaces I need for my employees. That's it!

Thanks

Steve B Brown
President

Applied Professional Services, Inc
43530 SE North Bend Way
North Bend, WA 98045
425.888.2590 (office)
425.864.2713 (cell)

<https://www.facebook.com/Applied-Professional-Services>

<https://twitter.com/apslocates>

From: Mike McCarty [mailto:MMCCARTY@NORTHBENDWA.GOV]

Sent: Wednesday, August 19, 2020 6:49 AM

To: Steve Brown <steveb@apslocates.com>

Subject: RE: Marijuana Retail DA Hearing

Steve,

Although it is after the comment deadline, the Planning Commission is still deliberating on this matter, so go ahead and send me your comments, and I'll include that in the collective record of comments to them.

Sincerely,

Mike

**Please note City Offices are closed to the public at this time and I am working remotely.

Mike McCarty, AICP
Senior Planner
City of North Bend Community and Economic Development
PO Box 896
North Bend, WA 98045
(425) 888-7649



From: Steve Brown <steveb@apslocates.com>
Sent: Tuesday, August 18, 2020 11:46 AM
To: Mike McCarty <MMCCARTY@NORTHBENDWA.GOV>
Subject: Marijuana Retail DA Hearing

Hi Mike,

I received the notice of public hearing in the mail yesterday. The hearing was last week. I own the property to the East of the proposed marijuana store and was hoping to provide comment. Is there still an opportunity or because the flyer arrived late I've lost my chance?

Thanks,

Steve B Brown
President

Applied Professional Services, Inc
43530 SE North Bend Way
North Bend, WA 98045
425.888.2590 (office)
425.864.2713 (cell)

<https://www.facebook.com/Applied-Professional-Services>

<https://twitter.com/apslocates>



DATE: September 16, 2020
 TO: Planning Commission
 FROM: Jesse Reynolds, AICP
 SUBJECT: Planning Commission Report, Findings and Recommendations – Proposed Developer Agreement to allow temporary septic on a site prior to sewer availability

Summary: Puget Western, LLC, a local land development company, has applied for a Development Agreement (DA) with the City of North Bend (City) to temporarily allow the use of septic for a proposed training facility for Puget Sound Energy. Currently sanitary sewer is not provided to this section of the City, and until a Utility Local Improvement District (ULID) or other mechanism provides sewer to this location, the corner of NW 8th Street and Alm Way (Parcel 0523089059), septic is needed for this development to occur.

The conditions of the DA specify no protest once sewer is available, at which point the septic system will be decommissioned and abandoned. The project as proposed consists of two phases:

1. SEPA Review and King County Department of Health (DOH) Septic System Permitting, and
2. Project Design and Construction

The project is still in conceptual design phase, further designs pending this DA approval. The project is seen as a benefit to economic development, bringing jobs to this largely undeveloped western portion of the City.

To this point a draft DA was reviewed and approved by the Council Transportation & Public Works Subcommittee on August 25th, who recommended taking it through the public process for consideration and recommendation by the Planning Commission to the City Council. Following the public hearing on September 24, 2020, the Planning Commission will give a recommendation on October 8, 2020.

Public Outreach and Feedback: A 10-day public comment period for this DA occurred between September 11th and September 24th. The public was notified via the Snoqualmie Valley Record, emails to interested parties, the City Website, a sign posted at the site, postings at public areas, and mailings to adjacent landowners. At the time this memo is written, September 15, no public comments have been received

Staff Recommendation:

Staff recommends approval of this DA.

A handwritten signature in blue ink, appearing to read "Jesse Reynolds".

Jesse Reynolds, AICP
Economic Development and Spatial Manager
City of North Bend

DRAFT
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF NORTH BEND
AND PUGET WESTERN, INC.
FOR THE
MARIO COMMERCIAL/LIGHT INDUSTRIAL COMPLEX

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and Puget Western, Inc., a Washington corporation (“the Developer”), or Developer’s assignee.

WHEREAS, Developer has proposed to construct a light industrial office/commercial complex in the Employment Park 1 zoning district in the City of North Bend (the “Project”); and

WHEREAS, the proposed development is consistent with North Bend’s Comprehensive Plan goals and policies for this area; and

WHEREAS, the City has agreed to allow the Project to be developed in two phases as set forth below; and

WHEREAS, the Developer has agreed to and shall participate in the formation of a Utility Local Improvement District (the “ULID”) if and when approved by the City Council for the purpose of funding and constructing City sewer infrastructure to the Project and other properties participating in the ULID; and

WHEREAS, the City has agreed to allow the Project to be served by an onsite septic system (“Project Septic System”) until such time as City sewer infrastructure and services (“City Sewer System”) are available to the Project via ULID or otherwise; and

WHEREAS, the Developer has agreed to decommission and abandon the Project Septic System and connect to the City Sewer System when such City Sewer System is complete and available; and

WHEREAS, the Developer shall submit a SEPA Checklist under the State Environmental Policy Act (“SEPA”) and in conformance with the City’s Comprehensive Plan and Development Regulations as part of its proposed Phase One development; and

WHEREAS, the Developer and City have agreed to update and amend this Agreement to reflect the final proposed Project as defined during the SEPA process, including any required mitigating measures; and

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by local government planning under the Growth Management Act (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing (RCW 36.70B.200); and

WHEREAS, on September 24, 2020, a public hearing on the subject Agreement was held during a regular meeting of the North Bend Planning Commission; and

WHEREAS, on _____, 2020 the City Council passed Resolution No. XXX, approving and authorizing the Mayor to enter into this Agreement on behalf of the City;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **The Project Site**. The “Project Site” is approximately 9 acres of entirely vacant land located generally at the intersection of NW 8th Street and Alm Way and comprised of King County Tax Parcel No. 052308-9059. The Project Site is more particularly described in the attached **Exhibit A**.

2. **The Project**. The Project is the development and use of the Project Site as a commercial/light industrial complex consisting of one or two buildings totaling approximately 112,000 square feet and all appurtenances. The Project will be completed in two (2) phases, as follows:

A. Phase 1: SEPA Review and King County DOH Septic System Permitting.

1. Complete the requisite analyses and studies to be submitted with its SEPA application for the Project, including supporting rationale for building size(s) and configuration alternatives in conformance with the Comprehensive Plan and City code (including critical area and floodplain development regulations), and other applicable state, county, or local regulations;
2. Analyses and studies may be performed by Developer or its assignee and on a schedule aligned with Developer’s or its assignee’s development schedule based on market conditions.
3. City and Developer or its assignee(s) will negotiate to amend this Agreement pursuant to Sections 14 and 27 to incorporate the final Project specifications and site plan upon issuance of and consistent with the City’s threshold decision under SEPA (“Amended Agreement”).

- B. **Phase 2: Project Design and Construction.** Upon approval and mutual execution of the Amended Agreement, Developer shall:
1. Design and construct the City-approved Project as set forth in the Amended Agreement and otherwise consistent with applicable City code.
 2. If developed prior to the availability of connection to the City Sewer System, the design and construction of the Project shall include the Project Septic System which shall be subject to approval by the King County Department of Health. The Project Septic Systems shall in all cases include “septic-to-sewer” cutover infrastructure subject to the City’s reasonable approval which shall permit later connection to the City Sewer System.
 3. Developer shall execute and record on title an LID or ULID No Protest Agreement pursuant to NBMC 13.20.060. Developer shall not directly, indirectly, or through third parties oppose the formation of any such LID or ULID.
 4. Upon completion of a City Sewer System serving the property, Developer shall abandon the Project Septic System subject to King County Heath requirements, and connect to the City Sewer System.

3. Exhibits. The following exhibits, attached hereto, are incorporated herein and made part of this Agreement by this reference:

- A. Exhibit A: Project Site – Boundary and Topographic Survey;
- B. Exhibit B: Conceptual Site Plan
- C. Exhibit C: Studies performed to date, including source and publication date.

4. Effective Date and Duration. This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of ten (10) years (the “Initial Term”) unless extended or terminated as provided herein. Following the expiration of the Initial Term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

5. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

6. Agreement Binding on Future Landowners. From time to time, as provided in this Agreement, Developer may sell, assign, convey, or otherwise lawfully transfer a portion or all of the Project Site to a person or entity (“Landowner”) who, unless otherwise released by the City, shall be subject to the provisions of this Agreement applicable to such portion or all of the Project Site acquired by such Landowner. Pursuant to RCW 36.70B.190, “A development agreement shall be recorded with the real property records of the county in which the property is located. During

the term of the development agreement, the agreement is binding on the parties and their successors.”

7. Planning and Development.

A. Development Standards. Except as otherwise specifically provided in this Agreement, the Project shall be completed in accordance with all development and design standards of the North Bend Municipal Code (“City Code”), and all applicable environmental, building, and construction codes and regulations contained therein in effect at the time of permit submittal.

B. Public Works. Developer shall design and install right-of-way improvements that meet all City standards and shall be installed before issuance of a certificate of occupancy for the Building. Upon completion, said right-of-way improvements shall be dedicated to the City.

8. Vested Rights.

A. During the term of this Agreement, Developer, its assigns, and any successor Landowner/s (collectively, “Developer Parties”) are assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in Developer Parties and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented to by Developer or Developer Party which consent may be withheld by Developer or Developer Party in their sole discretion.

B. This Development Agreement only addresses the specific “development standards” as provided for herein. The term “development standards” shall have the meaning ascribed to it under RCW 36.70B.170(3). The City’s development regulations as set forth in the City Code, including building, fire, public works, land use, and signage regulations shall govern development of the Project unless specifically addressed otherwise in this Agreement. No vesting is created by this Agreement for any other development standard or City Code development regulation that is not included in this Agreement. Notwithstanding the foregoing, Developer or Developer Party will have the full benefit of the vested rights doctrine in Washington State..

9. Permits Required. Developer shall obtain all permits required under the City Code for this Project.

10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the City Code, and shall not require an amendment to this Agreement.

11. Further Discretionary Actions. Developer acknowledges that the City’s land use regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in

complying with or applying ordinances that govern the permitted uses of land, the density and intensity of use, and—except for the City Code development regulations and development standards expressly provided for herein—the design, improvement, construction standards and specifications applicable to the development of the Project Site.

12. Existing Land Use Fees and Impact Fees.

A. Developer acknowledges and agrees that land use, building, fire, public works and sign fees adopted by the City as of the Effective Date of this Agreement may be increased by the City from time to time, and are applicable to permits and approvals for the Project Site, as long as such fees apply to similar applications and projects in the City. Developer shall pay all City fees and charges in effect at the time of application submittal.

B. All impact fees shall be paid as set forth in the approved permit or approval, in accordance with Title 17 of the City Code, and City will exercise reasonable efforts to explore mitigation of such fees, consistent with other applications and Projects in the City.

13. Notice of Default/Opportunity to Cure/Dispute Resolution.

A. In the event a party, acting in good faith, believes the other party has violated the terms of this Agreement, the aggrieved party shall give the alleged offending party written notice of the alleged violation by sending a detailed written statement of the alleged breach. Upon notice of an alleged breach, the parties agree to meet to negotiate in good faith a resolution to the dispute or agree upon a process for attempting to resolve any dispute arising out of this Agreement. In the event the parties agree to a resolution, the alleged offending party shall have thirty (30) days from the date of the agreed to resolution in which to cure the alleged default. If the default cannot reasonably be cured within a thirty (30) day period, the alleged offending party will not be in default if such party commences to cure the failure within the thirty (30) day period, and thereafter diligently pursues all reasonable efforts to complete the cure.

B. After proper notice and expiration of either (1) an unsuccessful good faith negotiation to resolve the dispute or (2) the 30-day cure period (as may be extended as set forth under subsection A above), if the alleged default has not been cured, the aggrieved party may, at its option, initiate a lawsuit in King County Superior Court. Additionally, the City may enforce City Code through its code enforcement processes or otherwise pursuant to law.

14. Amendment; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of the parties as provided in Section 27 herein, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Project or the Project Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety.

15. Termination.

A. This Agreement shall expire and be of no further force and effect if:

1. The Project and associated permits and/or approvals issued by the City are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City; or
2. Developer does not construct the Project as contemplated by the permits and approvals obtained in connection with the Project and this Agreement, or submits applications for development of the Project Site that are inconsistent with this Agreement.

B. This Agreement shall terminate either (1) upon the expiration of the Initial Term identified in Section 4 above, or (2) when the Project Site has been fully developed *and* all of Developer's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement under this Subsection 15(B), the City shall record a notice of such termination in a form satisfactory to the City Attorney.

C. This Agreement shall terminate upon Developer's abandonment of the Project. Developer shall be deemed to have abandoned the Project if a building permit for construction of the Building approved in this Agreement is not submitted to the City within 10 years of the Effective Date noted above.

16. Effect of Termination on Developer Obligations. Termination of this Agreement shall not affect any of Developer's obligations to comply with (a) the City Comprehensive Plan or any applicable zoning code(s), subdivision maps or other land use entitlements approved with respect to the Project Site; (b) any conditions or restrictions specified in this Agreement to continue after the termination of this Agreement; or (c) obligations to pay assessments, liens, fees or taxes, unless the termination or abandonment of the Project nullifies such obligations.

17. Effect of Termination on City. Upon termination of this Agreement, the entitlements, conditions of development, limitations on fees and any other terms and conditions vested pursuant to Section 8 herein shall no longer be vested hereby with respect to the Project and Project Site (provided that vesting of such entitlements, conditions or fees may be established for the Project Site pursuant to then-existing planning and zoning laws).

18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties. Developer and every Landowner, purchaser, assignee or transferee of an interest in the Project Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, unless the Landowner or subsequent Landowner purchaser, assignee or transferee has abandoned the Project and no party has started construction of the Project, and shall be the beneficiary thereof and a party thereto, but only with respect to the Project Site, or such portion thereof, sold, assigned, conveyed, or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of Developer contained in this Agreement, as such duties and obligations

pertain to the portion of the Project Site sold, assigned, conveyed, or transferred to it. A copy of the fully executed Agreement shall be recorded in accordance with Section 29 herein.

19. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof subject to Section 13 above.

20. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City and Developer shall cooperate reasonably in defense of the Agreement against the challenge, but shall each bear their own attorney fees and costs regarding the same unless a separate arrangement is otherwise agreed to in writing regarding such defense.

21. No Presumption Against Drafter. Developer represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Agreement, that it has carefully read the foregoing Agreement, and knows the contents thereof, and signs the same as its own free act, and that it fully understands and voluntarily accepts the terms and conditions of this Agreement. Both parties have had the opportunity to have this Agreement reviewed and revised by legal counsel, and the parties agree that no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

22. Notices. Notices, demands, or correspondence to the City and Developer shall be sufficiently given if dispatched by prepaid first-class mail to the following addresses:

TO CITY: City Administrator
City of North Bend
P.O. Box 896
North Bend, WA 98045

TO DEVELOPER: Joel Molander
President
Puget Western, Inc.
P.O. Box 1529
Bothell, WA 98041
Email: joel.molander@pugetwestern.com

Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. Notice shall be deemed received three (3) business days after the post date of such notice. The parties agree that notices may be given by email with read receipt requested which shall be deemed received on the day such email notice is delivered (unless the email notice is sent on a weekend or holiday in which case it shall be deemed received on the next business day). The parties hereto

may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

23. Assignment. This Agreement shall be binding and inure to the benefit of the parties. Developer shall not assign its rights under this Agreement without the written consent of the City, which consent shall not unreasonably be withheld.

24. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in King County Superior Court.

25. No Attorneys' Fees. In the event of any litigation or dispute resolution process between the parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of costs or attorneys' fees or expert witness fees.

26. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

27. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Changes made in accordance with Section 14 herein shall be incorporated by written amendments or addenda signed by both parties and made.

29. Recording. Developer shall record an executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date and shall provide the City with a conformed copy of the recorded document within thirty (30) days of the Effective Date.

By their signatures below, the persons executing this Agreement each represent and warrant that they have full power and authority to bind their respective organizations, and that such organizations have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.

CITY OF NORTH BEND

By: _____
Rob McFarland, Mayor

PUGET WESTERN, INC.

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2020, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2020.

Print name: _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2020, did personally appear before me, the undersigned Notary Public in and for the State of Washington, _____, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this ____ day of _____, 2020.

Print name: _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

Commission expires: _____

EXHIBIT A:

PROJECT SITE – BOUNDARY AND TOPOGRAPHIC SURVEY

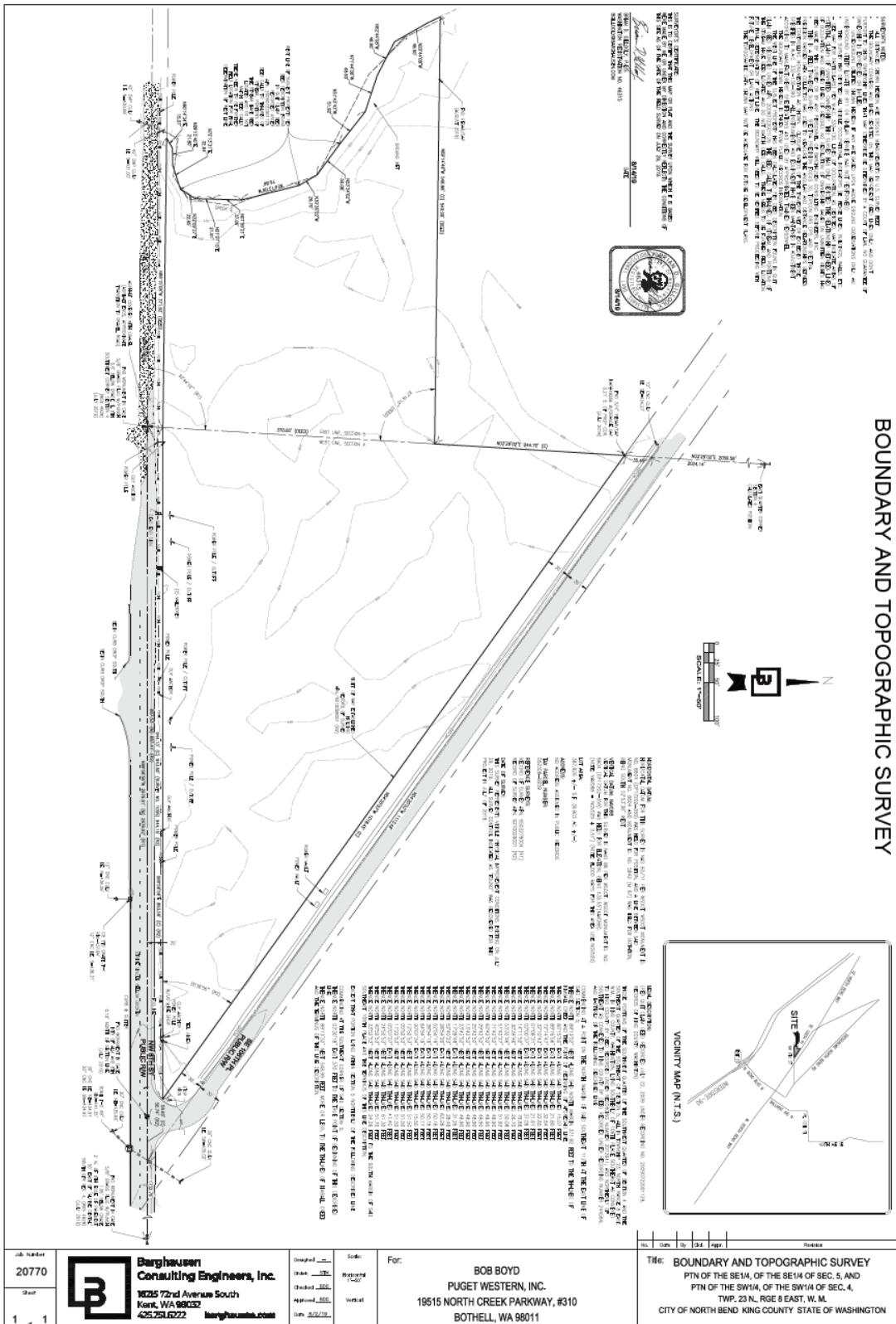


EXHIBIT B:
CONCEPTUAL SITE PLAN

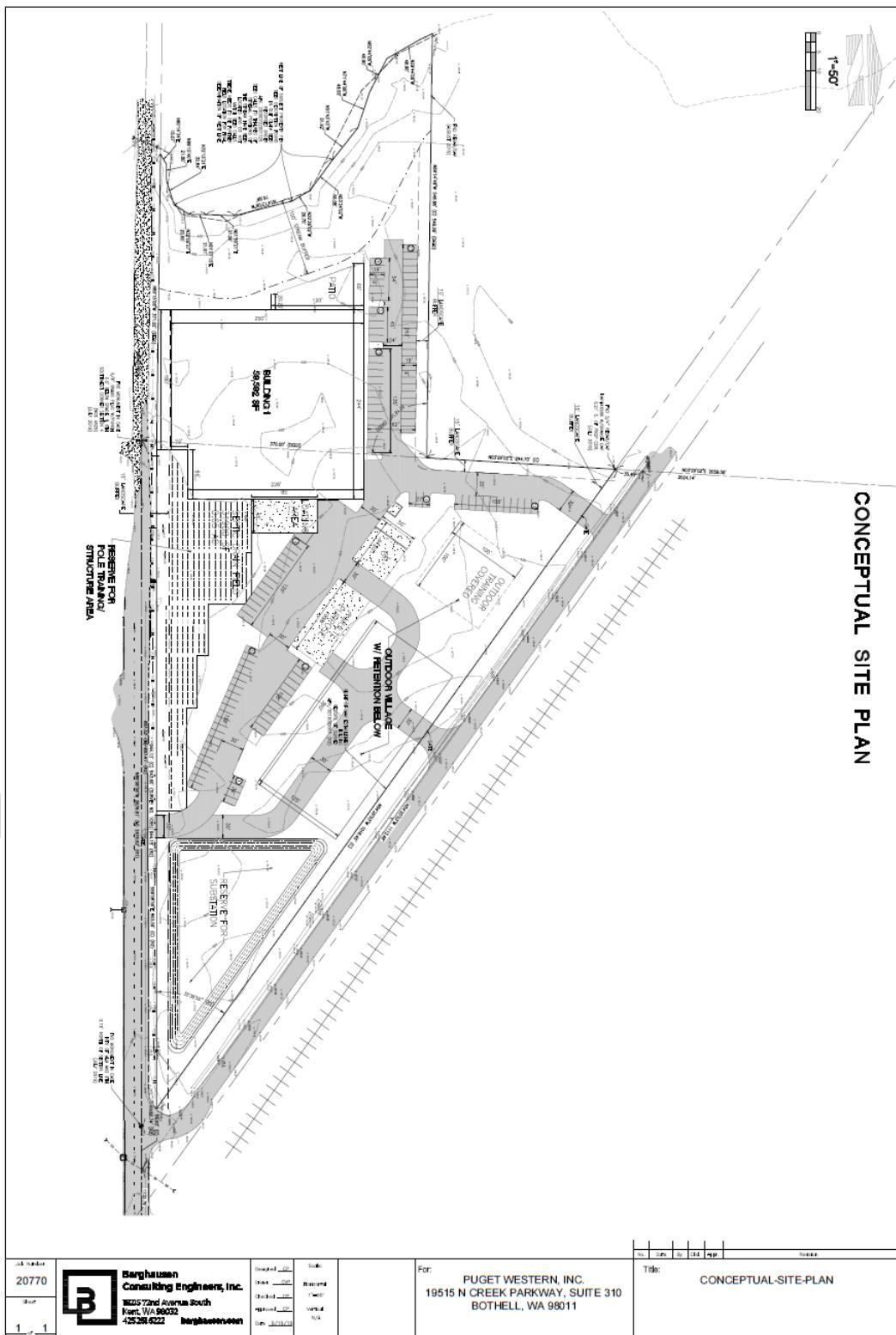
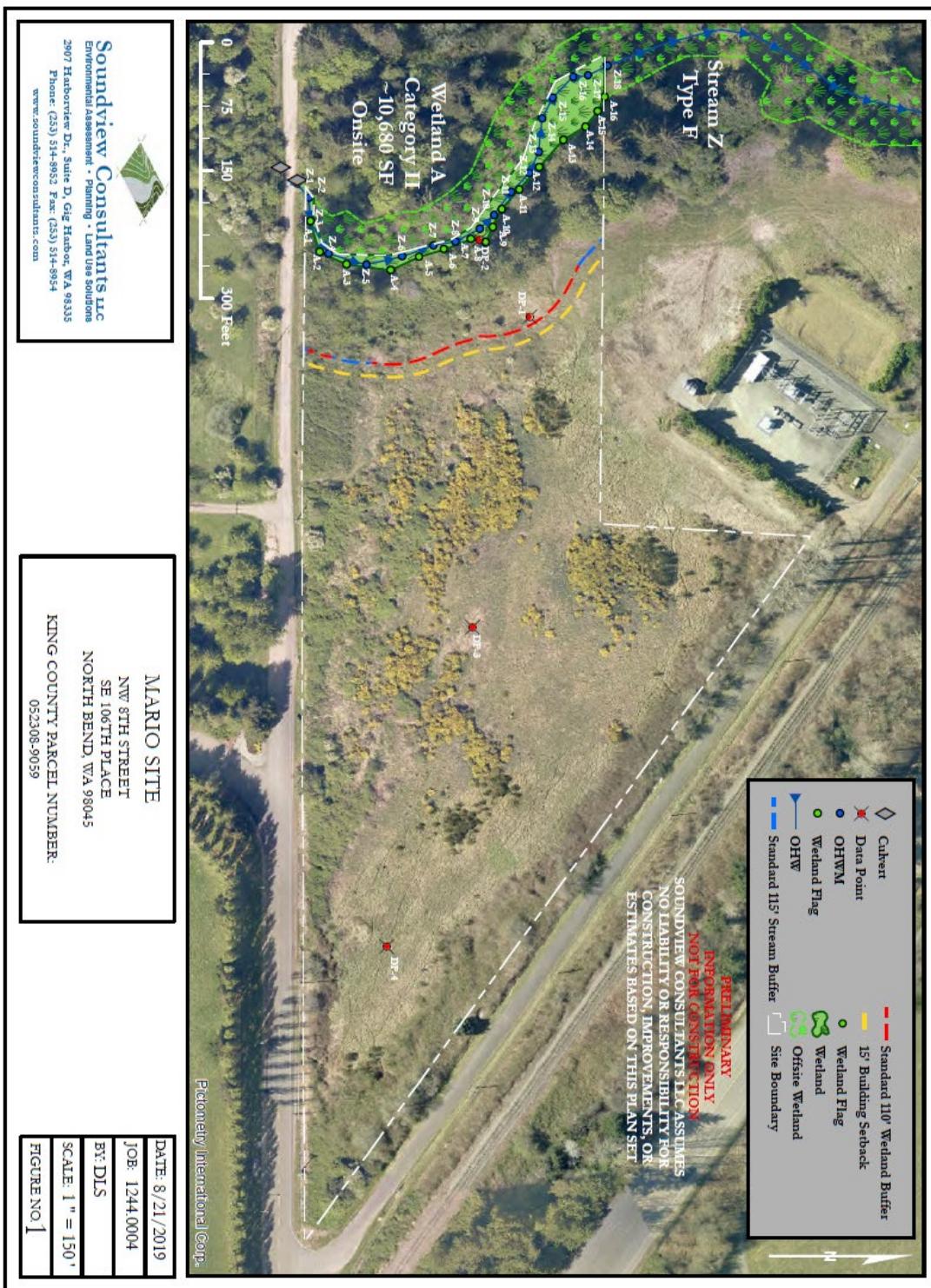


EXHIBIT C

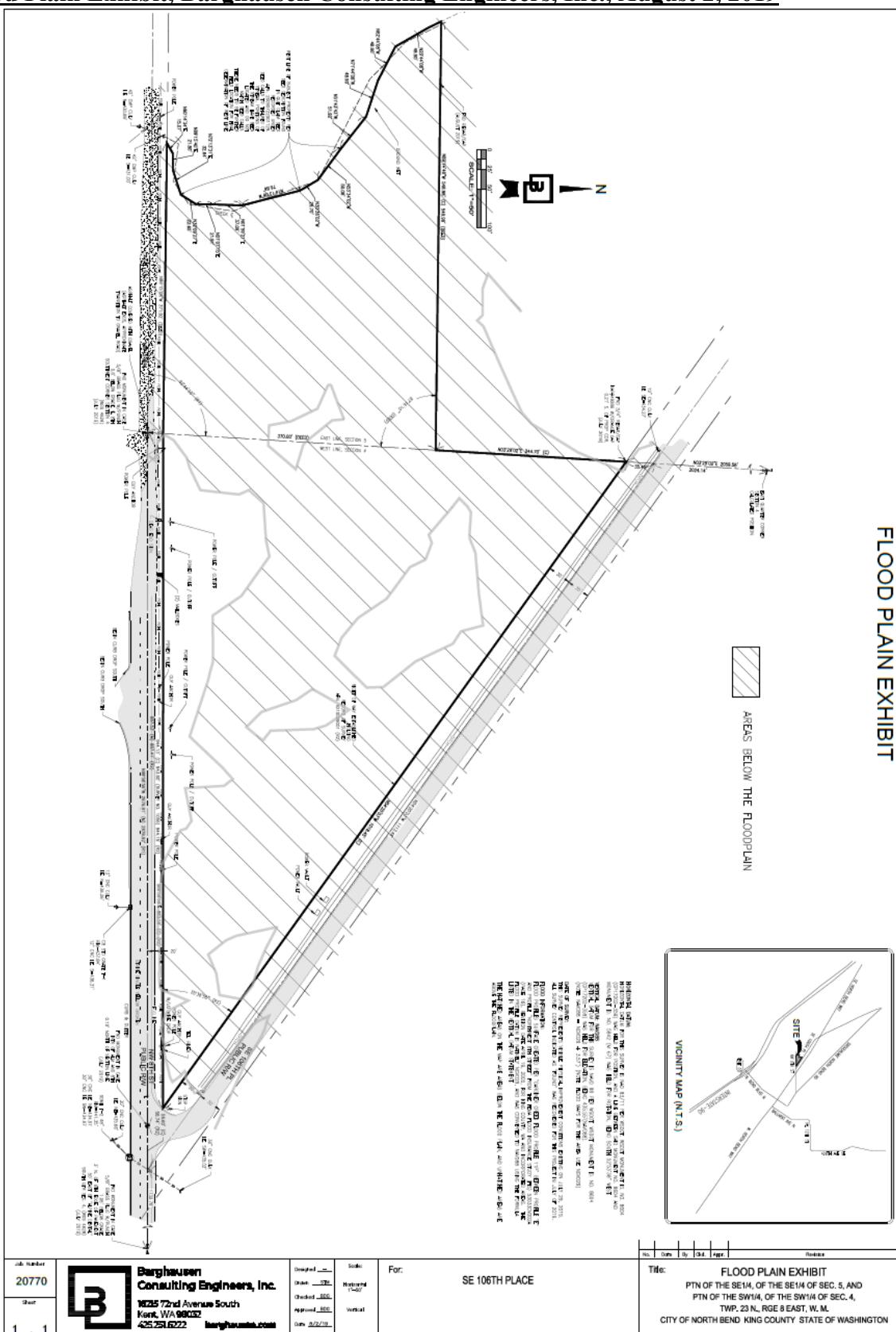
STUDIES PERFORMED TO DATE, INCLUDING SOURCE AND PUBLICATION DATE

Wetland Delineation, Soundview Consultants, LLC, August 21, 2019



Flood Plain Exhibit, Barghausen Consulting Engineers, Inc., August 2, 2019

FLOOD PLAIN EXHIBIT



Proposed Operations Training Facility

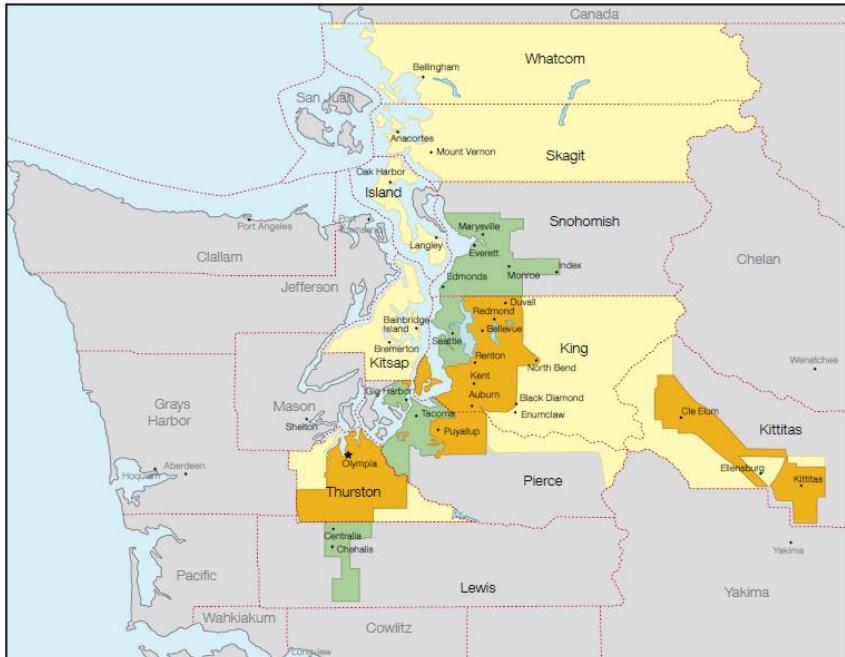


Troy Nutter
Manager, Operations Training

North Bend Public Works Committee
September 24, 2020

About Puget Sound Energy

- Service area: 6,000 square miles, primarily in Western Washington
- More than 1.1 million electric customers
- Nearly 900,000 natural gas customers
- 3,100 employees
- 5,100 MW of generation capacity (owned, operated, contracted)
- 20,400 miles electric distribution system; 2,600 miles electric transmission system
- 12,200 miles natural gas pipeline; 13,500 miles natural gas service lines



- Combined electric and natural gas service
- Electric service
- Natural gas service

Data as of August 2020

Creating a better energy future for all

PSE is proud to have provided energy to our customers for nearly 150 years. Our mission today is deep decarbonization and greenhouse gas emissions reduction while continuing to provide the safe, reliable, affordable energy our customers expect.

Our clean energy objectives include:



2022

Net-zero methane emissions on PSE's local distribution system



2025

Coal-free electricity



2030

Carbon-neutral electric system



2045

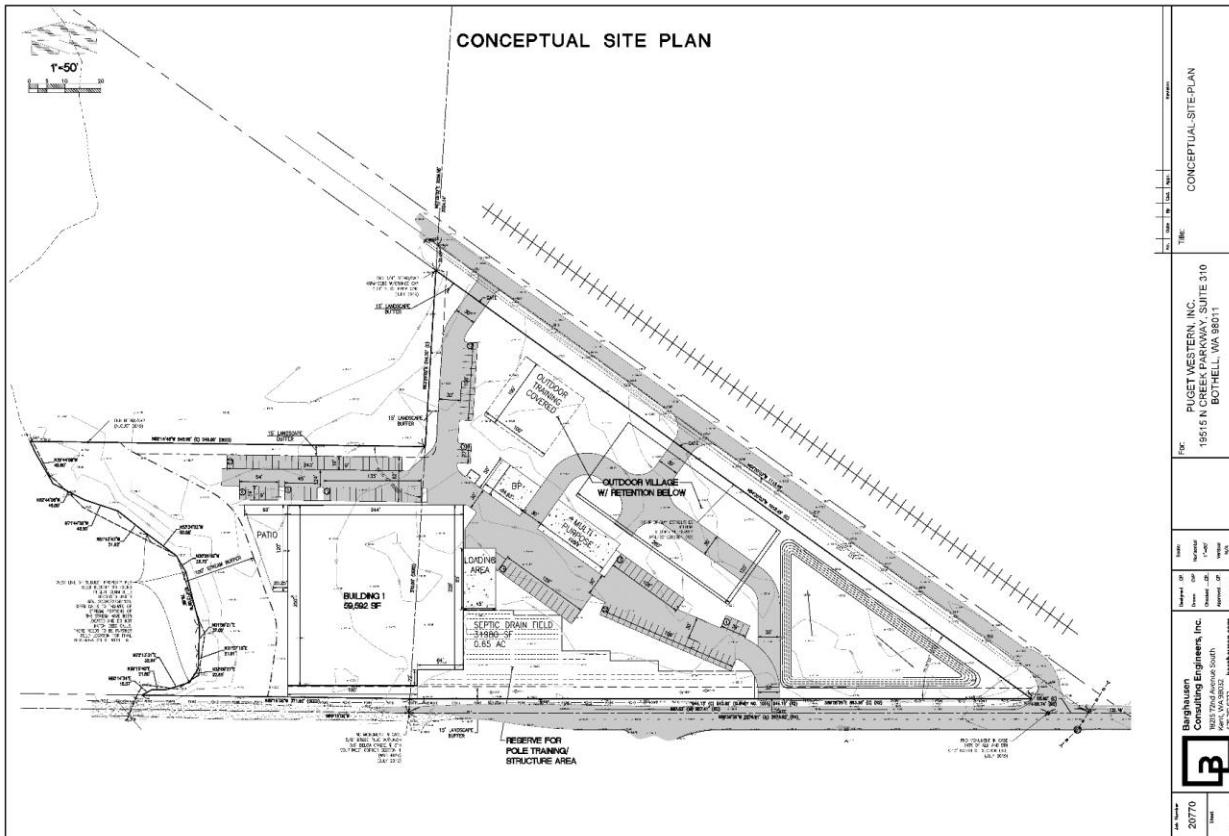
100% clean electricity

PSE Operations training project overview

- Not unlike other energy companies, PSE has an aging workforce and skillset transition needs as we move to a cleaner energy future
- PSE, its partners and other industry participants need a facility that can provide classroom and scenario based simulations to train for the present and future needs of our customers and communities, including first responders
- The project is also slated to be a future Gas Operations operating base, supporting the broader North Bend / Snoqualmie Valley communities

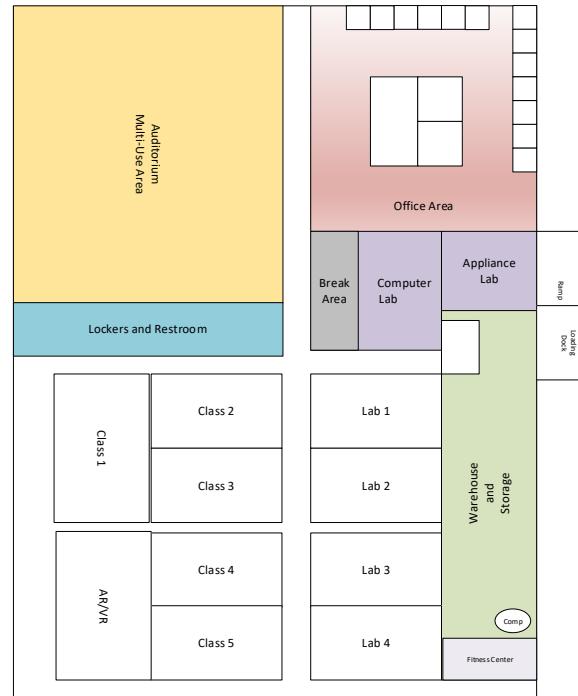


Conceptual site plan



Training center concept and projected economic benefits

- Training center will accommodate both PSE, contractor and other Pacific Northwest (“PNW”) utility resources
 - Initially, 15-30 PSE trainees per month and growing over time to include contractor and other utilities, in addition to 15 FTEs
 - American Gas Association and Edison Electric Institute subcommittee meetings of 90+ per quarter
 - PNW training and conference events will support local restaurant, hotel and retail tax base of North Bend
- Facility will include multiple classrooms and lab spaces for technical training in addition to outdoor “hands-on” training infrastructure
- An auditorium will accommodate large group training and may also be made available for broader community use purposes
- Annualized combined federal, state and local tax revenues are estimated at ~\$1.5 million per year, with a one-time benefit of ~\$3.5 million per year during construction



Q&A
