



REGULAR MEETING AND PUBLIC HEARING OF THE NORTH BEND PLANNING COMMISSION

**Thursday, August 13, 2020, 7:00-9:00 PM
Online Meeting**

AGENDA

- 1) 7:00 Call to order and roll call**
- 2) 7:01 Opportunity for public comment (3 minutes per person)**
- 3) 7:04 Approval of Agenda (no items this meeting for Consent Agenda)**
- 4) 7:04 Approval of Minutes of July 23, 2020 Planning Commission Meeting**
- 5) 7:05 Wayne Seminoff Marijuana Retail Development Agreement - 43514 SE North Bend Way (Mike McCarty)**
 - a) Staff introduction**
 - b) Applicant introduction**
 - c) Public hearing**
 - d) Planning Commission deliberation (no action at this meeting)**
- 6) 8:00 Amendments to NBMC 18.10.030 regarding uses within the Urban Separator Overlay District (Jamie Burrell)**
 - a) Staff introduction**
 - b) Public hearing**
 - c) Planning Commission deliberation and possible recommendation**
- 7) Adjournment by 9:00 unless otherwise approved by Commission**

Note August 27 Planning Commission meeting has been cancelled at the Planning Commission's request.

Upcoming Agenda Items for September 10 meeting:

- PC Recommendation – Wayne Seminoff Marijuana Retail Development Agreement (Mike)

Agenda & Package distribution by hard copy: Planning Commission, City Hall Front Desk, CED Front Desk, and staff with agenda items

Agenda & Package distribution by e-mail: Mayor, Council, Planning Commission, Administrator, City Clerk, City Attorney.

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, July 23, 2020 at 7:00 PM
North Bend City Hall,
920 SE Cedar Falls Way, North Bend, WA 98045
- 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, Olivia Moe, Suzan Torguson, and Gary Towe (Chair). Commissioner Greenberg and Commissioner Bush were unable to attend and have been excused from tonight's meeting. Guest: Travis Strombaugh, Si View Metropolitan Park District; 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 June 25, 2020 Planning Commission Meeting Minutes

The Minutes for the June 25, 2020 meeting were Approved.

AGENDA ITEM #5: Development Agreement – Tollgate Farmstead Improvements at Tollgate Farm Park

a) Staff Introduction

Mike McCarty briefed the Commissioners and guests on the purpose and features of the Development Agreement for the Tollgate Farmstead improvements at Tollgate Farm Park. Travis Strombaugh from Si View Metropolitan Park District also provided information on the broader purpose of the project.

b) Public Hearing

Chair Towe opened the Public Hearing at 7:19 PM.

Jerry Bird, 463 NW 8th Street, North Bend, WA, spoke.

Tanner McNaud spoke, no address was provided.

Chair Towe closed the Public Hearing at 7:30 PM.

c) Planning Commission Deliberation

There was discussion between the Commissioners, Mr. McCarty, and Mr. Strombaugh on the Developer Agreement for Tollgate Farmstead Improvements.

Commissioner Boevers made a Motion to Approve the Developer Agreement for Tollgate Farmstead Improvements as presented. Commissioner Bilanko seconded the Motion. The Motion was Approved (5-0).

AGENDA ITEM #6: Adjournment

The meeting was adjourned at 7:50 PM.

7 **NEXT PLANNING COMMISSION MEETING:**

8 The next Planning Commission meeting will be August 13, 2020 and will be held online. The August 27, 2020
9 Planning Commission has been cancelled.

5
6 ATTEST:

7
8
9 Gary Towe, Chair

Mike McCarty, City of North Bend



Staff Report and Planning Commission Recommendation Marijuana Retail Development Agreement

Date: August 4, 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 has therefore been prepared including this mitigation payment, which the Planning Commission should consider in their recommendation back to the City Council. The amount of the \$25,000 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.

- 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, and mitigation measures would be imposed if warranted under the City's concurrency requirements. The proposed \$25,000 annual mitigation fee, if included in the DA, would also be available to fund general traffic improvements.
- 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.

- 5) **Social/cultural concerns.** Some residents may be opposed to the idea of marijuana retail within their community. With the prior proposal for a marijuana retail use by Cliff Gehrett (which was abandoned), there were both positive and negative comments from the community. The Planning Commission should weigh comments received during the public hearing to further consider community concerns.
- 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.

The \$25,000 annual mitigation payment, if included in the DA, would also provide additional funds for public safety services, which may be called upon to address patrolling or enforcement matters at the property given the nature of the use and the higher level of cash held on the premises.

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.

VI. Planning Commission Review Findings:

1. The Planning Commission reviewed the Development Agreement on August 13 and August 27, 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.
2. Public Comment received at the public hearing on August 13, 2020 included the following topics:
 - a.(TO BE COMPLETED FOLLOWING THE HEARING)....
3. Planning Commission members asked the following additional questions at the August 13 Planning Commission meeting:
 - a.(TO BE COMPLETED FOLLOWING THE AUGUST 13 MEETING).....

VII. Summary Findings:

4. Pursuant to Chapter 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.
5. A State Environmental Policy Act Determination of Non-Significance was issued on the DA on(YET TO BE ISSUED)..... 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).
6. Comments have been received on the application. Comments received ahead of mailing the August 13 Planning Commission meeting packet have been included within the packet. Any comment received following mailing the packet will be distributed to the Planning Commission via email for the public hearing.
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.

VIII. Staff Recommendation:

Approving a Development Agreement to allow marijuana retail at 43514 SE North Bend Way will provide a net benefit to the City from the added tax revenue received from allowing the use, and the potential impacts are adequately mitigated through the provisions established within the Development Agreement. Withstanding consideration of public comment to be received at the hearing, staff recommends approval of the Development Agreement.

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.(UPDATE TO PROVIDE ANY ADDITIONAL PLANNING COMMISSION RECOMMENDATION FOLLOWING DELIBERATION).....

Planning Commission Chair

Date

Attachments:

1. Draft Development Agreement
2. Applicant's submittal packet
3. NBMC 18.27, *Development Agreements*
4. Written comments received (comments received after distribution of the Planning Commission packet will be provided to the Planning Commission via email for the hearing.)

**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 hundreds 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 315-45 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.

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 98053

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.

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.

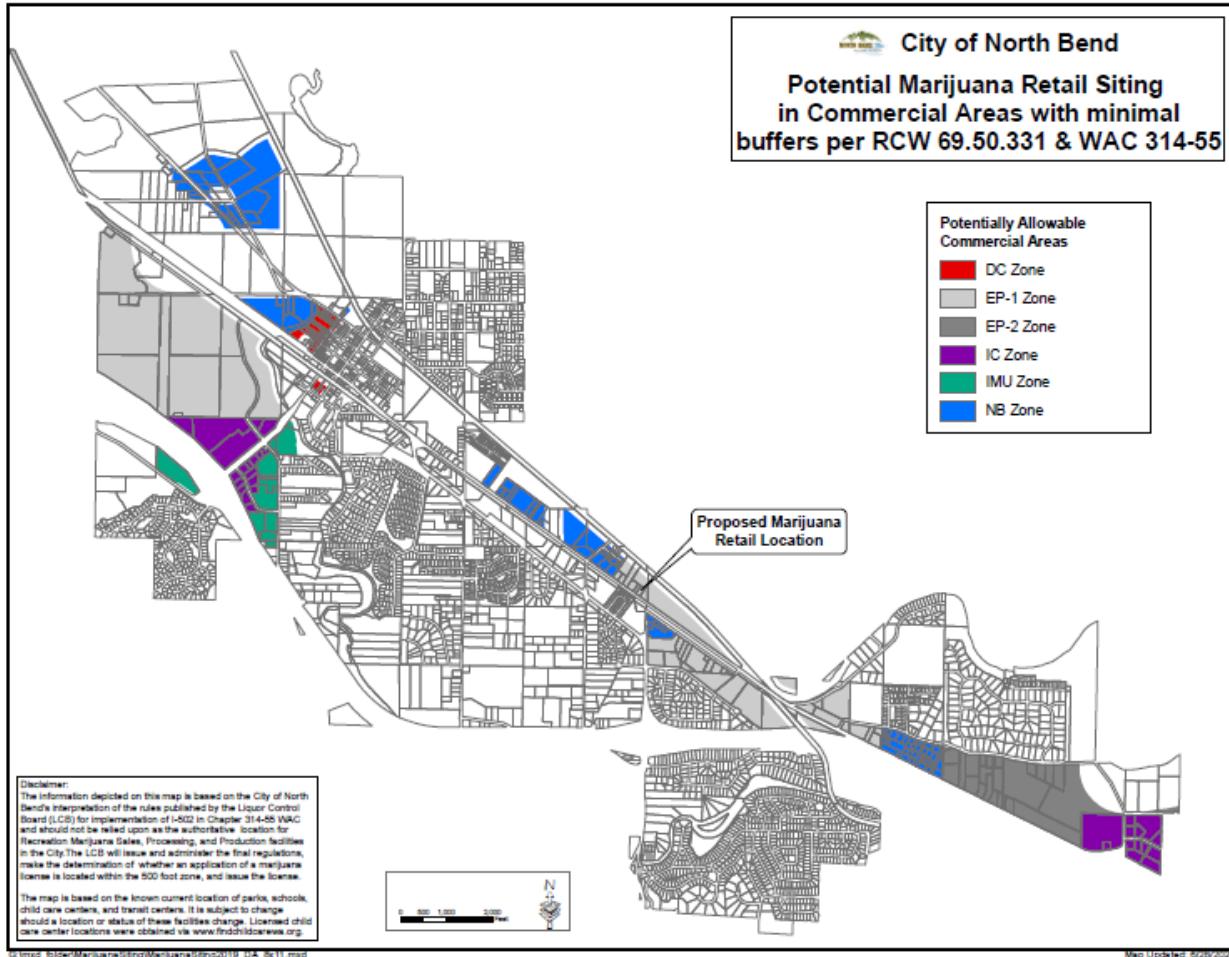


EXHIBIT B:

LEGAL DESCRIPTION

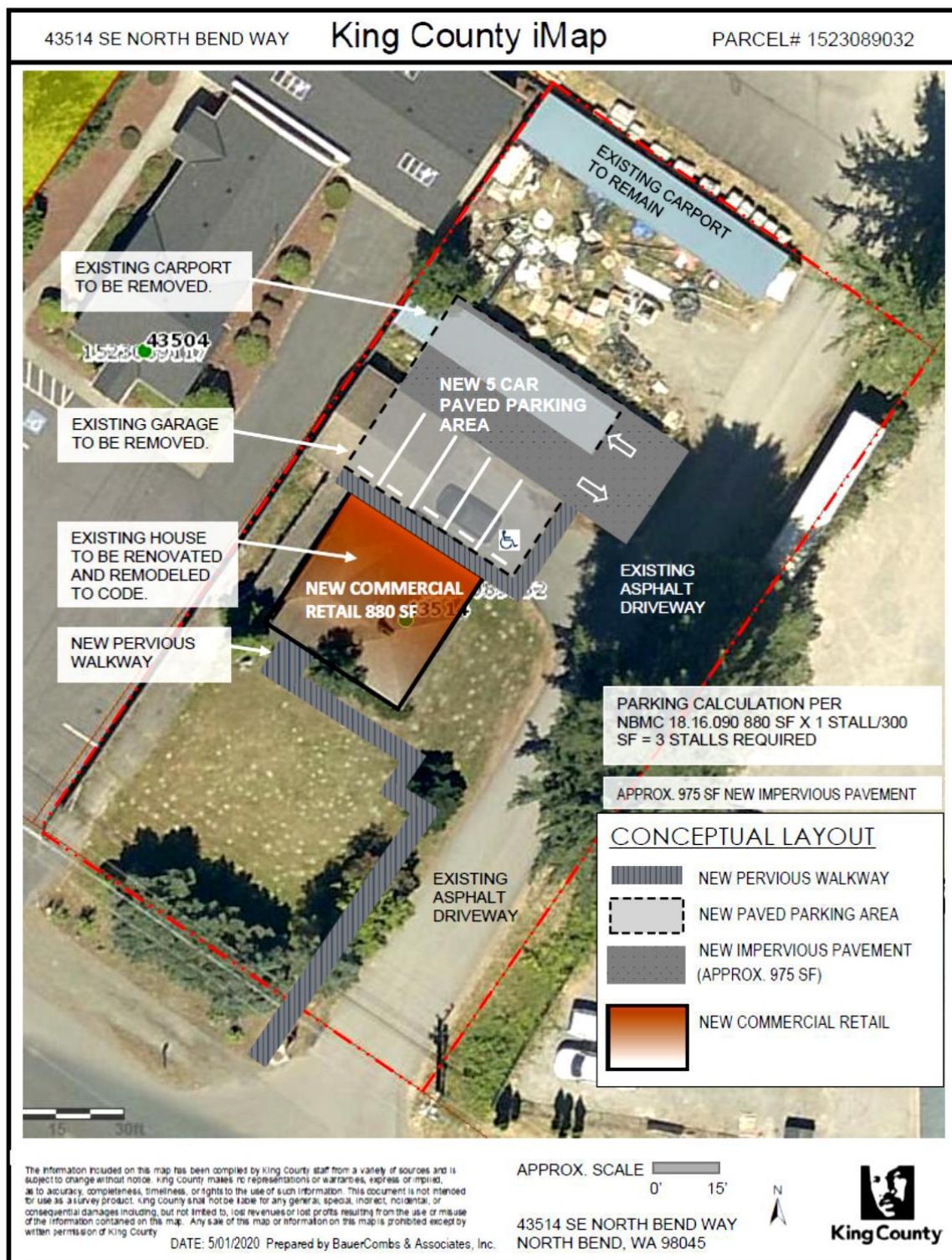
**SWLY 200 FT OF LOT B OF KING COUNTY LOT LINE ADJUSTMENT APPLICATION
NO 8611026 RECORDING NO 8702061046 SAID PORTION BEING PORTION OF NE
1/4 OF NE 1/4 LY NLY OF SUNSET HIGHWAY & SLY OF C M ST P & P RR IN
SECTION 15-23-08 ---- DETERMINATION OF LEGAL LOT STATUS FILE NO
L01M0055 DATED JANUARY 15, 2002**

DRAFT

EXHIBIT C:
Conceptual Building Façade Illustration



EXHIBIT D:
Conceptual Site Plan



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:

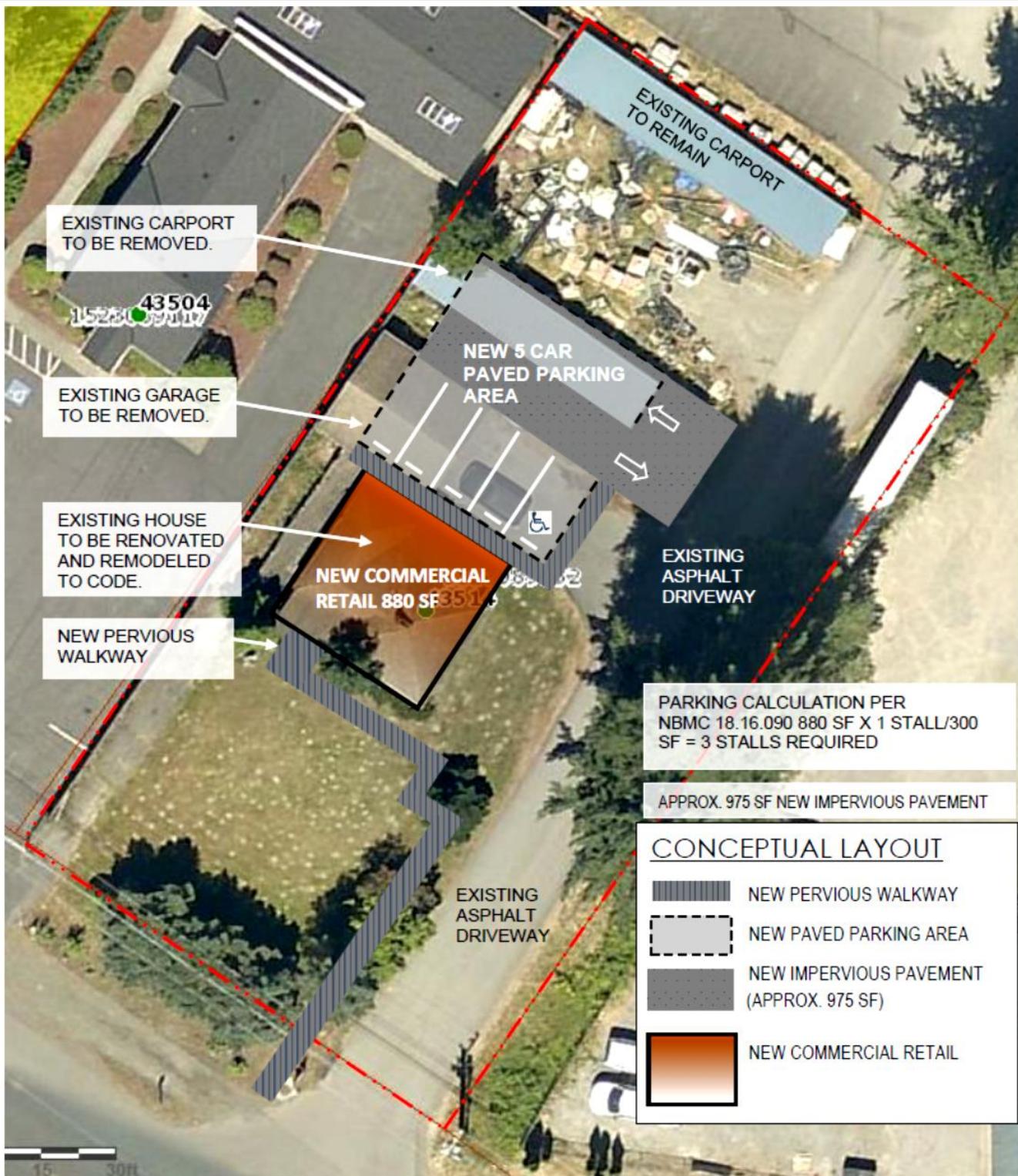
1. Generation of a large amount of new tax revenue to the City that overall benefits the community.
2. Supplying much needed medical cannabis and medical cannabis lotions and extracts to help heal the community in need of help with a myriad of health problems that cannabis can temper or heal. The same 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.

43514 SE NORTH BEND WAY
NORTH BEND, WA 98045

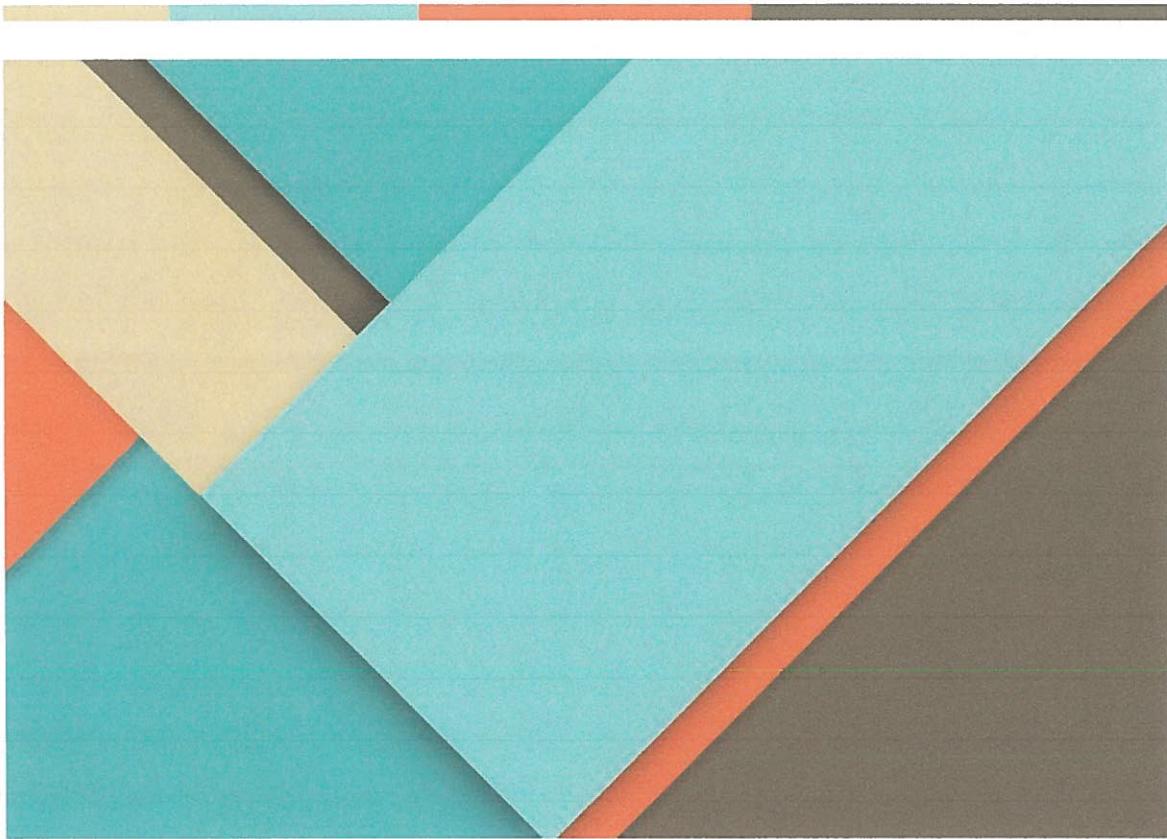




Narrative for Proposed Retail Store: 43514 SE North Bend Way, North Bend, WA 98045



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:

Trichome & 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

**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).

**Attachment 4: Comments received
(as of date of sending PC packet)**

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@ambroseterr.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



To: Planning Commission
For: Introduction and Hearing August 13, 2020

DATE: July 27, 2020

SUBJECT: Code amendment to North Bend Municipal Code (NBMC) Table 18.10.030 to prohibit use 2.16a. Hotel and 2.29 a., b., and c. Storage Facilities within the Urban Separator Overlay District (USOD).

I. Summary

A sewer Utility Local Improvement District (ULID) is moving forward in the Meadowbrook area of town where the USOD exists. The ULID will also include Employment Park areas in the vicinity of Nintendo. By extending sewer through undevelopable open space and Employment Park and Commercially designated areas pressure to urbanize the USOD will amplify. There is concern that allowing certain uses in the USOD area could result in a development density inconsistent with the Comprehensive Plan and Municipal Code. On July 21, 2020 North Bend City Council removed Upper Floor Dwelling Units from the USOD and expressed a desire to also ensure that hotel and storage uses are not allowed. During a Council Workstudy on June 23, 2020 the City Council spent a great amount of time going through the Table of Permitted and Conditional Uses and reached consensus that the Hotel and Storage Uses are allowed in other zones but should be prohibited in the USOD. The City wants to ensure consistency of uses in zones if they are not in conflict with other allowed uses and intent of the zone or District. See attached amendments in Exhibit A.

The USOD does allow a variety of commercial and light industrial uses providing goods to serve the everyday needs of the surrounding population. The City has had minimal activity in the zone due to lack of sewer and does want to encourage jobs and economic benefit from new commercial businesses, and support of the existing businesses. A high level of design would be required through the Cities adopted Commercial and Industrial Design Standards and applicable Performance Standards.

CED Council Committee will review the proposed amendments following PC. City Council will vote on the final code amendment after Council Committee review.

II. Staff Analysis

a. Comprehensive Plan.

The Land Use Designation Map Figure 1-1 identifies the USOD area as primarily commercial with residential for the CLDR zoned properties off NW 14th. The remainder of the area is Parks/Open Space and Public Facilities designation for the Meadowbrook and Tollgate Farms.



Per the adopted North Bend Comprehensive Plan, the USOD is for the land enclosed by the Meadowbrook and Tollgate Farms including the “constrained” land lying east of the Tollgate Farm and west of the South Fork of the Snoqualmie River between SR 202 and West North Bend Way. Urban Separators are corridors of land that define community or municipal identities and boundaries, provide visual breaks in the urban landscape, and link parks and open space within and outside the North Bend UGA.

Comprehensive Plan Land Use Goal 5 supports maintenance of the USOD in the Meadowbrook/Tollgate neighborhood by providing policies to recognize the break in landscape and boundary to the UGA. The scale of a Hotel or storage facility in the USOD is too large for this area.

- b. **North Bend Municipal Code.** The USOD is a General Overlay District outlined in North Bend Municipal Code 18.10.025 B. 3. The overlay provides a process by which a specific planned mix of uses may be provided to address unique site-specific opportunities and constraints. The underlying zoning has not changed but special considerations for allowed and types of uses are changed. The USOD is identified in our Permitted Uses table under a separate column. The Zoning Map shows this area in blue/hatched with red. Much of the USOD is in the floodplain and City performance standards provide enhanced standards for specified uses. To limit intensity of development the USOD allows 30' maximum building height whereas the rest of the City permits 35'. Maximum building cover is limited to 80% for commercial uses in the USOD and 55% impervious surface limitation (with 10% increase through design standards).

Permitted Uses. As shown on the attached Table the USOD allows a variety of uses, like the NB zone. The USOD does allow adult family homes (max 6 adults) and boarding houses (owner plus 2 boarders) whereas the NB does not. The USOD does not allow grocery/supermarket or hardware store but the NB does. The USOD currently allows multi-tenant industrial park, lumber sales, wholesale sales without retail and outdoor storage.

Upcoming projects in the USOD include Si View’s plans for Meadowbrook and Tollgate and the sports complex. The City has some challenging existing uses in this area which include the vehicle junkyard, reuse of Chinook site, and intensification of uses in the commercially designated areas with sewer availability. The USOD allows for many uses as shown on the table and most recently we see the new motorcycle sales and repair shop. We should encourage craft businesses and not overly limit the USOD.

III. Planning Commission Summary Findings

- a. Pursuant to Chapter 20.05.002 a Public Hearing notice was published July 31, 2020. Planning Commission will hold a Public Hearing on August 13, 2020.
- b. Pursuant to Chapter 14.04.100 a State Environmental Policy Act Determination of Non-significance (DNS) was issued on July 31, 2020. The Environmental Checklist and SEPA Determination are on file and available upon request.



c. Department of Commerce was given Notice of the Proposed Municipal Code Amendments on July 24, 2020.

IV. Recommendations

Staff Recommendation: Based on the findings above, Staff recommends approval of the amendments to NBMC 18.10.030 related to Hotel and Storage Facilities in the USOD.

Jamie Burrell, Senior Planner

Date

Planning Commission Recommendation:

Following consideration of the staff report and meeting discussion and Public Hearing on August 13, 2020 the Planning Commission recommends XX (vote) of the amendments to NBMC 18.10.030 related to Hotel and Storage Facilities in the USOD.

Planning Commission Chair

Date

EXHIBIT A. Proposed Code Changes to USOD Uses

Table 18.10.030 – Permitted and Conditional Land Uses

P = Permitted use CUP = Conditional use permit required	RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	OVERLAY DISTRICT	
	LDR	CLDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2		
LAND USES:												POSPF	TL-MPOD
* 2.16 Hotel and Motel													
2.16a. Hotel			P	P	P	P	<u>P</u>		P				P
2.29 Storage Facilities													
* 2.29a Mini-Storage (Enclosed)		P					<u>P</u>						
* 2.29b Indoor General		P					<u>P</u>		P	P			
* 2.29c Outdoor (Boats, Cars, Campers, Etc.)							<u>P</u>			P			



City of North Bend
Comprehensive Plan 2015
Land Use Designation Map
Figure 1-1

Legend	
Land Use Designations	
Residential	City Limits
Parks / Open Space / Public Facilities	Urban Growth Area Limits
Employment Park	Creeks and Streams
Commercial	Rivers, Lakes, and Ponds
	Parcel Boundaries

