

Appellant's Exhibit 54

(as referenced in June 30, 2017

Appellant WPDC Cleveland LLC's Witness and Exhibit List)

Rob Odle

From: Gary Lee
Sent: Thursday, April 06, 2017 2:56 PM
To: Jill E. Smith
Cc: Rob Odle
Subject: RE: Andorra Project File # LAND-2017-00290
Attachments: Parking agreement.pdf

Jill,

The project is to make the existing concrete warehouse building on Cleveland Street usable for General Sales and Services, and Marijuana Sales. The existing building has been declared to have legal non-conforming parking for retail purposes – as it was part of the retail operation of the Old T & D Feeds complex.

Below is an analysis of the Required parking.

1. Per RZC 21.40.010. C.1.a (screen shot below) , the existing building may be used for General Sales and Services uses without parking (because it had legal non-conforming parking).
2. The addition of a 459 square foot mezzanine will require that 1 parking stall be provided (at 2 parking spaces per 1,000 sq. ft. gfa). Per RZC 21.40.010.D.3 (below), that space may be provided off-site (within 600 feet) by a parking agreement/easement. Attached is the parking agreement for that stall from the bank across the street.
3. The Marijuana Sales Use (1,500 square feet) may require the addition of 3 more stalls (2 stalls per 1,000 square feet) - depending the City Attorneys determination of the part of RZC 21.40.010. C.1.a that says “ ..as long as no enlargement of land use change is made that would require additional parking spaces:” It is likely that we will require these additional stalls. Thus, we would require an easement/agreement for a total of 4 parking stalls be provided by the applicant – of which they can obtain off-site per RZC 21.40.010.D.3 (below).

Gary Lee,

Senior Planner

(425) 556-2418

City of Redmond, MS: 25PT

PO Box 97011

Redmond WA 98073-9710

ARTICLE I CITYWIDE REGULATIONS

RZC 21.40 PARKING STANDARDS

21.40.010 Vehicle Parking

- A. **Purpose.** The purpose of the parking standards is to:
1. Ensure that parking facilities are properly designed and located in order to meet the parking needs created by specific uses;
 2. Promote efficiency and safety in the design and location of parking facilities; and
 3. Protect surrounding land uses from adverse impacts commonly associated with parking facilities.
- B. **Scope.** The regulations adopted in this chapter apply to all parking facilities located within the City.
- C. **Administration.** In the administration of this section, the following rules shall be used:
1. **Nonconforming Parking.**
 - a. A development that met the parking requirements in effect at the time it was approved but that does not have sufficient parking spaces to meet the current requirements of this chapter, may continue to operate with the parking deficiency as long as no enlargement or land use change is made that would require additional parking spaces;
 - b. When a development with nonconforming parking is enlarged so as to require additional parking spaces, the requirements of this chapter shall apply only to the enlargement;
 - c. When a preexisting building with nonconforming parking is remodeled or rehabilitated but not enlarged, the existing use of the building may continue without providing additional parking. In the event that the land use is changed or increased by an addition of building square footage, the minimum level of parking required, including bicycle parking required by this chapter, consistent with the new or increased land use affected by the change must be provided, or an approved Transportation Management Program, as provided in RMZ, *Transportation Management Program*, must be implemented for the site that effectively reduces parking demand;
 - d. When additional uses are placed on the same lot with the nonconforming parking or an enlarged lot of which the lot with nonconforming parking is a part, the requirements of this chapter shall apply only to the additional use; and
 - e. When a use in a development with nonconforming parking is terminated, the area vacated shall not be occupied by a use requiring more parking spaces than the terminated use, unless the required additional parking spaces are provided.

D. Required Off-Street Parking.

1. The minimum required and maximum permitted number of off-street parking spaces for each land use is noted in the Parking Ratio Column of each zone. Where calculations of parking requirements result in fractional amounts, they shall be rounded up if 0.5 or over.
2. The Administrator may approve alternative minimum parking requirements for specific uses on specific development sites where the land use permit applicant demonstrates, through a parking study prepared by a qualified expert, that the alternative requirement will provide sufficient parking to serve the specific use without adversely impacting other uses and streets in the vicinity. The Administrator may require the recording of a covenant or other instrument restricting the use of the property to the specific use for which the alternative minimum parking requirement was approved. Where a parking study does not demonstrate that available parking stalls will adequately serve the proposed use, reductions below the minimum requirement may be approved if a Transportation Management Program that effectively reduces parking demand as provided in RZC 21.52.020, *Transportation Management Program*, is approved and recorded with the property.

The Technical Committee may require alternative parking programs if there is a need to reduce overall parking to alleviate significant adverse environmental impacts.

3. Required parking may be provided off site within 600 feet of the site, unless otherwise approved by the Administrator when secured by an easement.

From: Jill E. Smith
Sent: Thursday, April 06, 2017 11:27 AM
To: Gary Lee <GLEE@REDMOND.GOV>
Subject: FW: Andorra Project File # LAND-2017-00290

Hi Gary,

Can you please send me some information and details on this project and the parking requirements so that I can form a response for the mayor. It would be helpful if there could be a link to the code that covers this scenario.

Jill

From: Anika Van Ry
Sent: Thursday, April 06, 2017 9:19 AM
To: Erika Vandenbrande <EVandenbrande@REDMOND.GOV>; Jill E. Smith <JESmith@redmond.gov>
Subject: FW: Andorra Project File # LAND-2017-00290

Erika and Jill,

The email below was sent to the Mayor. Can one of you draft a response for the Mayor to send? Please send the draft response to me when it is ready.

Thank you!

Anika Van Ry
Andorra/Andorra, City of Redmond, Mayor's Office | 503.636.1651 (world)
201.425.5550.2117 | avanry@redmond.gov | Redmond.gov

MS ANEX | 16670 NE 85th St. | Redmond, WA 98073

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From: redmondvacuum@frontier.com [mailto:redmondvacuum@frontier.com]

Sent: Wednesday, April 05, 2017 8:06 PM

To: Mayor (Internet) <Mayor@redmond.gov>

Subject: Andorra Project File # LAND-2017-00290

Hello John Marchione I am a Redmond business owner of 32 years now at Redmond Vacuum 16360 Redmond way. I am very close to the New Andorra Business site at 16390 Cleveland ST. I don't have any problem with a new business opening in Redmond. It just seems like a Very bad idea to let one open with no parking on site for employees or for customers. With the year long construction project going on it Has made it VERY Difficult to keep my business going. Its the Worst I have ever seen it in the 32 years that I have been in Redmond. Letting a business open with NO parking will make it even worse For the rest of us Struggling Business Owners. I Don't think it is fare at all for the rest of us Business owners in the area. PLEASE RE THINK Letting this new business open at this location. Cliff Tyler @ Redmond Vacuum

Click [here](#) to report this email as spam.

PARKING SPACE LEASE AGREEMENT

The Bank of Washington, as Lessor, does hereby agree to let to Andorra Ventures LLC/Origins Sale LLC as Lessee, a parking space located at 16424 NE 79th St. Redmond WA 98052, such parking space being further described Parking Spaces No. 1 at the aforementioned location. The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

Terms and Conditions:

1. **Items Left in Vehicle.** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle.
2. **Damage to Vehicle.** Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
3. **Parking Lot Attendants.** Lessor shall not provide parking lot attendants. In the event that Lessor provides such attendants, any use of such attendant by Lessee to park or drive Lessee's vehicle shall be at Lessee's request, direction and sole risk of any resulting loss and Lessee shall indemnify Lessor for any loss resulting from such use.
4. **Payments by Lessee.** Lessee agrees to pay \$ 100 per (Month) for the lease of the aforementioned parking spaces. Lessee is to make such leasehold payment – (to Lessor or Lessor's Agent) in person (or by mail) at 16424 NE 79th St. Redmond WA 98052 address. Payments shall be made in advance by Lessee on the 5th day of each month starting April 5th 2017.
5. **Late Payment Charge.** Payments made after the 5th of each month will incur a \$45 late fee charge.
5. **Receipts by Lessor.** Lessor agrees to provide a receipt to Lessee for each payment received. Such receipt shall show the amount paid and number of the leased parking space.
6. **Termination.** The initial term of the lease is for 5 years with the right to extend an additional 5 years. Following the contracted either party may terminate this Agreement by providing 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

EXECUTED AND AGREED by the parties hereto, this the 15 day of March, 2017

Lessor:

Bank of Washington

 BRENT LEWIS, PRESIDENT + CEO

Lessor's Address: 16242 NE 79th St. Redmond WA 98502

Lessee:


Andorra Ventures LLC

Lessee's Address: 16390 Cleveland St Redmond WA 98052