

## Findings

1. **Modify Finding 33 to read as follows:**

33. At the July 16, 2018 public hearing, the following introductory remarks and information were presented:

- a. Mark Hofman, City of Snoqualmie Community Development Director, briefly summarized the City planning history regarding the project and the procedural history of the application;
- b. ~~Madeleine~~ Madrienne Salgado, Government Relations Manager for the MIT, provided an overview of the MIT and its role;
- c. Rachel Nathanson, for the MIT, provided a brief overview of the proposal; and
- d. Ron Mitchell, MG2 Architects for the MIT, provided an overview of the proposed hotel.

2. **Modify Finding 38 to read as follows:** The PR/PCI Master Plan application proposes a Master Plan approval to develop an expansion of the Salish Lodge & Spa (“Salish Expansion” or “Project”). The Project includes hotel construction of up to 182 hotel rooms, up to 60 managed residences, flexible meeting and event space totaling approximately 25,700 square feet, a spa and fitness center totaling approximately 16,690 square feet, associated parking of approximately 430 up to 400 stalls, an expanded Snoqualmie Falls lower parking lot of approximately 105 stalls to replace parking displaced from the existing upper parking lot, and up to 150 residential units.

3. **Modify Finding 46 to read as follows:** The PCI portion of the Project would be constructed in phases, including Phase 1 to include the lower parking lot expansion, 93 hotel rooms, and the meeting and event space; Phase 2 to include the spa and fitness center; and Phase 3 to include either an additional 89 hotel rooms and 30 managed residences, or zero (0) additional hotel rooms and 60 managed residences. Depending on how the applicant chooses to construct Phase 3, the hotel buildout would comprise one of two scenarios: (1) buildout of the hotel component would include a total of 182 hotel rooms and 30 managed residences; or (2) buildout of the hotel component would include a total of 93 hotel rooms and 60 managed residences. Either scenario will also include meeting and event space, fitness center, and associated parking. Per the Project milestone dates specified in the Amended and Restated Development Agreement, the PR/PCI Plan proposes completion of Phases 1-3 of the hotel development by 2022.

4. **Modify Finding 47 to read as follows:** The residential component of the Project is proposed to be constructed separately. While the PR Plan does not include a final lot layout (this will be fixed at the subdivision phase), as outlined on pages 4 and 7-8 of the PR / PCI Master Plan submittal narrative, the Project would provide a mix of three housing types, including single-family lots varying from 5,000 – 10,000 square feet; townhomes; and duplexes, condominiums

or multiplex units. Single-family lots will make up no more than 80% of all the units, and not less than 50%. Of the remaining units, no more than 75% will be the same type. Overall gross density for the residential area will be approximately 4.5 dwelling units per acre, with varying density per type of housing.

5. **Modify Finding 57 to read as follows:** The view analyses contained in the PR/PCI Master Plan submittal indicate that, based on 55-foot heights, no part of the hotel will be visible from the Observation Deck due to grade changes and terrain that block direct visibility, or from the end of the pedestrian bridge due to a combination of trees and terrain that block direct visibility, and no portion of the residential development will be visible from these vantage points due to the distance and the higher site elevations of the residential portion of the Project. Some portion of the hotel will be visible from the existing Salish Lodge & Spa building. An additional view analysis provided by the applicant on July 9 indicates that some portion of the hotel and residential development will be visible from certain points along Tokul Road.
6. **New Finding:** Based on written materials provided by the applicant to the Planning Commission, the hotel and meeting/event spaces will be capable of hosting an event with up to 350 guests. Combined with regular hotel patronage, such an event may exceed the parking supply proposed for the project.

## **Conclusions**

1. **Modify Conclusion of Law No. 1 to read as follows:**
  - a. Per SMC 17.15.050(I) and SMC 17.20.050(K), the decision process for PR and/or PCI Master Plans shall be as set forth in Chapter 17.50 SMC, Planned Unit Development Regulations.
  - b. Per SMC 17.50.090, the application process for PR and PCI Master Plans includes a preapplication conference, submittal of an application with specific materials, Planning Commission public hearing, Planning Commission recommendation, and City Council decision.
2. **Modify Conclusion 3 to read as follows:** SMC 17.15.050(E)(1) ~~does not apply~~ requires a mix of at least three housing types because the Project is more than 10 acres in size (see Finding of Fact No. 39). The applicant has not requested a deviation from this requirement. As outlined on pages 4 and 7-8 of the PR / PCI Master Plan submittal narrative, the Project would provide a mix of housing types, including single-family lots varying from 5,000 – 10,000 square feet; townhomes; and duplexes, condominiums or multiplex units. See Finding of Fact No. 46. The requirement to utilize at least three housing types is met.
3. **Modify Conclusion 4 to read as follows:** SMC 17.15.050(E)(2) ~~requires a~~ specifies ranges for the mix of residential unit types. The applicant has not requested a deviation from this requirement. As outlined on pages 4 and 7-8 of the PR / PCI Master Plan submittal narrative,

the Project would provide a mix of housing types, including single-family lots varying from 5,000 – 10,000 square feet; townhomes; and duplexes, condominiums or multiplex units. See Finding of Fact No. 46. This requirement is met.

4. **Modify Conclusion 5 to read as follows:** SMC 17.15.050(E)(3) specifies a maximum lot size of 10,000 square feet. While the PR/PCI Master Plan does not include a fixed lot layout, the submittal indicates (pages 4, 7-8) that the maximum lot size will be 10,000 square feet. The applicant has not requested a deviation from this requirement. See Conclusion 10 for further discussion. This requirement is met.
5. **Modify Conclusion 6 to read as follows:** SMC 17.15.050(E)(4) specifies a maximum residential density of 12 units per acre. The PR/PCI Master Plan indicates a target density of approximately 4 ~~5~~ units per acre. See Finding of Fact No. 47. The applicant has not requested a deviation from this requirement. This requirement is met.
6. **Modify Conclusion 30 to read as follows:** SMC 17.50.020(D) requires off-street parking be provided in conformance with the parking requirements in Chapter 17.65 SMC. The hotel and associated facilities (including the managed residences) propose to provide approximately 430 ~~400~~ parking spaces. See Finding of Fact No. 38. Through the conditions of approval recommended below, this requirement will be met.
7. **Modify Conclusion 38 to read as follows:** SMC 17.50.070(D) requires landscape screening to minimize visual impacts to adjoining properties. The project would provide for perimeter landscaping. In addition, the site is screened from view from the Snoqualmie Falls observation deck by grade changes and terrain, and from the end of the pedestrian bridge by a combination of trees, grade changes and terrain. Retention of these trees is important to ensure screening of the Project site from the Snoqualmie Falls Traditional Cultural Property. See Finding of Fact No. 57. Through the conditions of approval recommended below, this requirement will be met.
8. **Modify Conclusion 49 to read as follows:** *Policy 3.6.1 - Balance development with environmental protection and conservation to maintain and enhance the health and beauty of the City's natural setting.* The Project provides open space in excess of the requirement, and provides for fewer hotel and residential units than allowed by the Amended and Restated Development Agreement. See Findings of Fact Nos. 39, 45, and 73. View analysis indicates that the Project will not be visible from the Falls observation deck or the western end of the pedestrian walkway over SR 202. See Findings of Fact Nos. 56, 57, and 69. In addition, the general approach of the development is to create a “park-like” setting by retaining significant trees, and keeping hotel building heights below the forest understory. The Project conforms to Policy 3.6.1.

9. **New Conclusion:** Pursuant to SMC Section 17.50.090(F), after receipt of a report and recommendation from the Planning Commission, the City Council shall review the proposed PR/PCI Master Plan, the Planning Commission’s recommendation, and the record compiled by the Planning Commission, and shall approve, approve with modifications or disapprove the proposed PR/PCI Master Plan. See Conclusion of Law No.1.

10. **Modify Conclusion of Law 57 to read as follows:** *Policy 9.1.3 - Require future development to bear a fair share of costs for planned capital improvements, concurrent with development, to achieve and maintain the adopted level of service.* Under the terms of the Development Agreement, Gateway and the MIT provided both land (the Tokul Parcel) and significant funding towards the construction of the Tokul Roundabout. See Findings of Fact Nos. 15, 18 and 19. Per Sections 3.4 of what is now the Amended and Restated Development Agreement, Gateway prepaid fire mitigation funds in the amount of \$350,000. Mitigation measure 27 in the MDNS required the applicant to pay its pro-rata share towards improvements at the SR 18/I-90 interchange, specifically, the installation of a traffic signal at the end of the eastbound I-90 offramp, and the widening of SR 18 under I-90. However; Section 4.9 of the initial Development Agreement approved via Resolution No. 703, stated that the MIT’s predecessor, Gateway “shall not be required to pay any share of the future improvements at the SR-18 / I 90 interchange, which have committed funding from WSDOT.” Because the Amended and Restated Development Agreement sought to clarify and restate only those portions of the initial Development Agreement and the First – Fifth Amendments that remained applicable, Section 3 of the Amended and Restated Development Agreement removed references to any requirement for the Applicant to pay towards future improvements at SR 18 / I 90. Section 3.6.4 of the Development Agreement does continue to provide that “MIT shall pay a share of the Snoqualmie Parkway lane widening (from current 2 lanes to 4 lanes) south of 96th Street, which the City required to be constructed as a condition of approval of Snoqualmie Ridge Phase 2, in an amount equivalent to 5% of the total cost, not to exceed \$37,500,” and that “these funds will be paid to the City as a condition of and at the time of issuance of the hotel building permit.” Further, per Sections 3.7, 4.1 and 4.2 of the Amended and Restated Development Agreement, MIT will pay a Community Center mitigation payment and applicable General Facilities Charges for water and sewer infrastructure. The Project conforms to Policy 9.1.3.

### **Conditions of Approval**

1. **Modify Condition 3 to read as follows:** ...and shall also include the following provisions:
  - a. The number of residential units shall not exceed 150;
  - b. The number of hotel rooms and managed residences shall not exceed ~~182~~ either:
    - i. 182 hotel rooms and 30 managed residences; or
    - ii. 93 hotel rooms and 60 managed residences;
  - c. The height of the hotel buildings, measured as provided in SMC 17.10.020(GG) and SMC 17.20.040, shall not exceed 60 feet;
  - d. ~~The number of managed residential units shall not exceed 60~~

- e. The project shall not be visible from the Snoqualmie Falls observation deck or from within the Snoqualmie Falls Park at the western end of the pedestrian walkway over SR 202.
2. **Modify Condition 9 to read as follows:** Prior to approval of an application for preliminary plat, or any other post-subdivision permit or approval for development of the residential component, the applicant shall obtain City Council approval (via resolution or other method as determined appropriate by the City) of an Affordable Housing Plan in conformance with Section 2.2 of the Development Agreement. The Affordable Housing Plan shall ensure that required affordable housing is constructed contemporaneously with construction of other residences, and is not deferred until the final phase of residential development, and that the units be committed to continuing affordability for at least fifty years. ~~The Affordable Housing Plan shall include provisions to ensure that required affordable housing remains affordable over a minimum 30-year period through deed restrictions or other provisions acceptable to the City. Alternatively, the Affordable Housing Plan may provide for construction of the required affordable housing on a site other than the Project site, evidenced by a binding, enforceable, legal commitment (in form satisfactory to the City Attorney) for construction of such housing at such other site; or the applicant may participate in such affordable housing “fee-in-lieu” program as may be established by ordinance by the City Council prior to approval of the preliminary plat for the residential component of the Project. Alternatively, the Affordable Housing Plan may include such other components or features as may be approved by the City Council in its discretion, including but not limited to those identified in RCW 36.70A.540(2)(e) – (h). Compliance with the approved Affordable Housing Plan shall be a condition of preliminary plat approval and any subsequent permit or approval for development of the Planned Residential Plan.~~
3. **Modify Condition 10 to read as follows:** ...accommodate the project including the expanded lower parking lot. Any right-of-way necessary to construct the identified improvements shall be dedicated to the City. Any improvements identified which are south of the site entrance serving the hotel and associated facilities along Tokul Road, or any improvements identified to serve the expanded lower parking lot, shall be constructed...
4. **Modify Condition 23 to read as follows:** The requested deviation from SMC 17.65.140 and SMC 17.70.090 regarding parking lot landscaping for the expanded lower parking lot is approved, and landscaping peninsulas and/or islands within the expanded lower parking lot are not required. The applicant shall submit a landscape plan incorporating Type IV perimeter landscaping around the lower parking lot...
5. **New Condition:** Prior to issuance of civil engineering plan approval for the hotel and associated facilities, the applicant shall obtain Community Development Director approval of a Tree Management Plan which includes a tree survey and that identifies: areas where trees shall remain and areas in which trees may be removed for hotel and associated facility construction; parameters for future, post-Project construction tree removals (including but not limited to

storm damage, disease, potential tree impact to sidewalks and other paved areas, etc.); tree replacement requirements; and guidelines for ongoing tree maintenance and care.

6. **New Condition:** Prior to issuance of any certificate of occupancy for any portion of the hotel and/or associated facilities, the applicant shall obtain Community Development Director approval of a Parking Management Plan which includes: criteria for identifying large events that may generate parking demand exceed hotel supply; a requirement that the Plan address parking for any event that requires a City Special Event Permit; a requirement that hotel workers shall not park in the Expanded Lower Parking Lot and/or the residential neighborhood built in the PR Plan portion of the site; methods to address parking demand for large events that might generate spillover parking to the expanded lower parking lot and/or any residential area; monitoring ongoing parking demand; and criteria and policies to address potential future parking needs. The Parking Management Plan required in this Condition shall incorporate those transportation demand management (“TDM”) measures required by Section 3.1.22 of the Amended and Restated Development Agreement.