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REGULAR MEETING

OF THE SNOQUALMIE CITY COUNCIL

CITY HALL - COUNCIL CHAMBERS

**HELD ON
MONDAY, MAY 9, 2016**

**CITY HALL
38624 SOUTHEAST RIVER STREET
SNOQUALMIE, WASHINGTON 98605**



DEPOSITION AND TRIAL



(800) 528-3335

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R-001468

APPEARANCES

1 Mayor Larson

COUNCIL MEMBERS

7 Bob Jeans

8 Chelley Patterson

9 Jodi Warren, City Clerk

10 Bryan Holloway

11 Brad Toft

12 Heather Munden

13 Charles Peterson

14 Kathi Prewitt

15

STAFF

17

18 Bob Larson, City Administrator

19 Bob Sterbank, City Attorney

20 Debra Vigil, Director of Admin Services

21 Mark Correira, Fire Chief

22 Mark Hofman, Director of Community Development

23 Nick Almquist, Police Captain

24 Nicholas Lee, Chief Finance Officer

25 Nancy Davidson, Operations Manager

STAFF APPEARANCES CONTINUED

- 1 PJ Rodriguez, Director of Information Technology
2
3 Joan Pliego, Communications Coordinator
4
5 Dan Marcinko, Director of Parks and Public Works
6 Steve McCulley, Police Chief
7 John Cooper, Building Official
8 Kahmal Mahmoud, City Engineer
9 Brendon Ecker, IT System Support
10 Christopher Miller, IT System Support
11 Andrew Bounta, Management Intern
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7

MAYOR LARSON: I now call the Snoqualmie City

8

Council meeting to order. All please rise for the pledge of
allegiance. Councilmember Holloway, can you please lead us.

9

(The Pledge of Allegiance was led by Councilmember
Bryan Holloway.)

10

MAYOR LARSON: At this time I'd like to ask the
City Clerk to please take the roll call.

11

MS. WARREN: Councilmember Jeans?

12

MR. JEANS: Here.

13

MS. WARREN: Councilmember Patterson?

14

MR. PATTERSON: Present.

15

MS. WARREN: Councilmember Holloway?

16

MR. HOLLOWAY: Here.

17

MS. WARREN: Councilmember Toft?

18

MR. TOFT: Present.

19

MS. WARREN: Councilmember Munden?

20

MR. MUNDEN: Here.

21

MS. WARREN: Councilmember Peterson?

22

MR. PETERSON: Here.

1 with me? You bet.

2 **MALE STAFF MEMBER:** I don't know why they didn't
3 want to do speeches, but big crowd here tonight.

4 **(Photographs were taken.)**

5 **MAYOR LARSON:** Now, we'll get a couple minutes --
6 I think a lot of folks are families that were here for the
7 officers tonight, so it will free up a little room for some
8 other folks, if you want, from the hallway out here you can
9 come in. And if you're okay with it, you guys are welcome
10 to sit on the floor out front here. We are exceeding
11 capacity a little by tonight, but we do have our fire
12 official here, and our Fire Chief. So as long as you have
13 those folks here keeping an eye on things, we're in good
14 step. John, let me know if you're not comfortable with
15 people being in here.

16 **MR. COOPER:** I will.

17 **MAYOR LARSON:** Okay. Again, if anybody from the -
18 - the hallway out there would like -- the lobby out there
19 would like to squeeze in, I think we have a little more
20 space over by the -- the back wall and up front.

21 Okay. With that, we are going to move on to the
22 public hearings tonight. We will begin with our City
23 Attorney giving a little explanation to the -- to the
24 general public, and kind of refresh our Council. This is --
25 unique in most items that come before Council, in that it's

1 called a quasi-judicial issue when it involves land use
2 issues. The Council operates more like a -- a jury. But
3 Bob will give more explanation to that.

4 There will be a presentation from the City Staff
5 and then a presentation from the Applicant here. And then
6 we'll open it up for some public comments. And then the --
7 the staff will have a chance to respond to those public
8 comments, and anything that was heard, and also a response
9 from the Applicant to any comments that were made as well.
10 And that will kind of be the protocol. We're going to of
11 course repeat that three times with all.

12 I'm going to -- I'm going to kind of make a
13 judgment on how much time I give everybody, depending on how
14 many hands go up when I do the public hearing. We'll --
15 we'll sort of do the math real quick to determine if we can
16 get through the evening.

17 So with that, the public hearing regarding the
18 Development Agreement related to the Traffic Mitigation Site
19 Redevelopment is now open. Do we have a sign-up sheet? Is
20 there a sign-up sheet out in the hallway?

21 **MS. WARREN:** I've got it right here.

22 **MAYOR LARSON:** Oh, I'm sorry. It's right here.
23 Okay. Okay. Go ahead, Bob.

24 **MR. STERBANK:** All right. Thank you, Mayor. Good
25 evening. Members of the Council and audience who don't know

1 me, I'm Bob Sterbank. I'm the City Attorney. As Mayor
2 mentioned, this is a quasi-judicial land use matter. And
3 that makes it different than many of the items that come
4 before the Council, which are legislative or policy making
5 in nature. When something is quasi-judicial, that means
6 instead of just being able to consider general public policy
7 arguments one way or the other, the Council is applying a
8 set of established laws, Washington statutes, City Council
9 ordinances, City Council resolutions to a particular set of
10 facts or a property application before it.

11 And that means they act more like judges than
12 they do legislators, and that their actions are based on the
13 record that's made before them. And then just like judges,
14 they need to maintain certain fairness protocols in terms of
15 their ability to speak with people who are interested on one
16 side or the other, and not to have any personal interest in
17 the matter.

18 So to establish the record for Councilmembers'
19 participation, I'm going to ask each one of them a series of
20 questions before we get started on presentation. And so
21 what I'll do, Council, is ask the question and then just
22 poll you one member at a time for your answer.

23 So the first question is whether or not you have
24 any financial or ownership interest in the subject property.
25 And since this matter pertains to the Salish Lodge and

1 Salish Expansion, the subject property would be the Salish
2 Expansion parcel, the -- what's known as the Morgan parcel,
3 the 49.6 acre property located across SR 202 from the Salish
4 Lodge. So I'll start at that end. Councilmember Jeans?

5 **MR. JEANS:** No.

6 **MR. STERBANK:** Councilmember Patterson?

7 **MR. PATTERSON:** No.

8 **MR. STERBANK:** Councilmember Holloway?

9 **MR. HOLLOWAY:** No.

10 **MR. STERBANK:** Councilmember Toft?

11 **MR. TOFT:** No.

12 **MR. STERBANK:** Councilmember Munden?

13 **MR. MUNDEN:** No.

14 **MR. STERBANK:** Councilmember Peterson?

15 **MR. PETERSON:** No.

16 **MR. STERBANK:** Councilmember Prewitt?

17 **MS. PREWITT:** No.

18 **MR. STERBANK:** The second question is to ask
19 whether you have any connection to the Applicant or its
20 representatives on the one hand, or to other parties who may
21 be opposed to the proposed action. Mayor Pro Tem Jeans?

22 **MR. JEANS:** No.

23 **MR. STERBANK:** Councilmember Patterson?

24 **MR. PATTERSON:** No.

25 **MR. STERBANK:** Councilmember Holloway?

1 **MR. HOLLOWAY:** No.

2 **MR. STERBANK:** Councilmember Toft?

3 **MR. TOFT:** No.

4 **MR. STERBANK:** Councilmember Munden?

5 **MR. MUNDEN:** No.

6 **MR. STERBANK:** Councilmember Peterson?

7 **MR. PETERSON:** None.

8 **MR. STERBANK:** Councilmember Prewitt?

9 **MS. PREWITT:** No.

10 **MR. STERBANK:** Thank you. Question No. 3: Do you
11 believe that you stand to gain or lose directly as a result
12 of approval or disapproval of the proposal before you?

13 Mayor Pro Tem Jeans?

14 **MR. JEANS:** No.

15 **MR. STERBANK:** Councilmember Patterson?

16 **MR. PATTERSON:** No.

17 **MR. STERBANK:** Councilmember Holloway?

18 **MR. HOLLOWAY:** No.

19 **MR. STERBANK:** Councilmember Toft?

20 **MR. TOFT:** No.

21 **MR. STERBANK:** Councilmember Munden?

22 **MR. MUNDEN:** No.

23 **MR. STERBANK:** Councilmember Peterson?

24 **MR. PETERSON:** No.

25 **MR. STERBANK:** Councilmember Prewitt?

1 **MS. PREWITT:** No.

2 **MR. STERBANK:** Question No. 4: Is there any
3 reason you believe that you cannot judge the matter
4 impartially? Mayor Pro Tem Jeans?

5 **MR. JEANS:** No.

6 **MR. STERBANK:** Councilmember Patterson?

7 **MR. PATTERSON:** No.

8 **MR. STERBANK:** Councilmember Holloway?

9 **MR. HOLLOWAY:** No.

10 **MR. STERBANK:** Councilmember Toft?

11 **MR. TOFT:** No.

12 **MR. STERBANK:** Councilmember Munden?

13 **MR. MUNDEN:** No.

14 **MR. STERBANK:** Councilmember Peterson?

15 **MR. PETERSON:** No.

16 **MR. STERBANK:** Councilmember Prewitt?

17 **MS. PREWITT:** No.

18 **MR. STERBANK:** Thank you. The last question,
19 question No. 5, is whether you've had any ex parte or off-
20 the-record contacts for communications with the proponent or
21 the opponents concerning the proposal before you?

22 **MR. JEANS:** No.

23 **MR. STERBANK:** Sorry. Mayor Pro Tem Jeans?

24 **MR. JEANS:** No.

25 **MR. STERBANK:** He said no. Councilmember

1 Patterson?

2 **MR. PATTERSON:** No.

3 **MR. STERBANK:** Councilmember Holloway?

4 **MR. HOLLOWAY:** No.

5 **MR. STERBANK:** Councilmember Toft?

6 **MR. TOFT:** No.

7 **MR. STERBANK:** Councilmember Munden?

8 **MR. MUNDEN:** No.

9 **MR. STERBANK:** Councilmember Peterson?

10 **MR. PETERSON:** No.

11 **MR. STERBANK:** Councilmember Prewitt?

12 **MS. PREWITT:** No.

13 **MR. STERBANK:** All right. Thank you. That
14 concludes the portion pertaining to procedures for quasi-
15 judicial matter. And then Mayor, I will be leading off the
16 staff presentation, along with Mark Hoffman. And if I may,
17 I want to go to the podium.

18 **MAYOR LARSON:** Yeah. Please proceed. I just want
19 to make one clarification. We need to do these in order,
20 and I failed to scroll all the way up to the appropriate
21 first one that should have been in the public hearing. So
22 as a matter of protocol, I have to unring the bell and ring
23 it again. But it should be the public hearing regarding the
24 Tokul Roundabout Capital Improvement Project Latecomer
25 Agreement, with the -- I'm sorry.

1 Hang on. Jodi, can we make sure we get this in
2 the right order? You just told me one, two, three -- this
3 is a different order, I think, than what you gave me here.
4 Okay. All right.

5 So the first one up, folks -- they're all kind of
6 interrelated, so I don't think you guys are too worked up
7 about it. So the first one up is going to be the Salish
8 Lodge Expansion Project, Amended and Restated Development
9 Agreement.

10 **MR. STERBANK:** Thank you, Mayor. And before I
11 dive into the presentation, as a housekeeping matter, I am
12 going to give the City Clerk some additional materials that
13 I wanted to have in the record before the Council. The
14 first is something that is -- was an exhibit to the SEPA
15 addendum that is an exhibit to the Staff Report. This was
16 inadvertently left off. This is the Mitigated Determination
17 of Non-Significance pertaining to the Tokul Roundabout.

18 And then the second item is a second SEPA addendum
19 for the Salish Expansion Project that was issued earlier
20 today. And what it does is attach a cultural resources
21 report that the City received pertaining to the Tokul
22 roundabout construction. And I'll explain the content more
23 in a moment, but I'm just to hand these to the City Clerk.
24 And there -- there are three copies of each one.

25 All right. As the Mayor mentioned, the subject of

1 this first matter is the Amended and Restated Development
2 Agreement. And just by way of introduction, we are -- the
3 reason we are here -- and this is a bit of an introduction
4 to all three matters, since they are related. When the City
5 -- when the Council reviewed bids for construction of the
6 Tokul roundabout, it was clear that due to the passage of
7 time in getting the project out to bid, there had been a
8 substantial increase in construction costs.

9 And so City Staff initiated a conversation with
10 the proponent here, the Muckleshoot Tribe, as well as the
11 owner of the Snoqualmie Mill site concerning how that
12 shortfall could be bridged since, while the City has its own
13 independent public safety reasons for constructing the
14 project, there are also transportation impacts from the
15 anticipated development, both at the Salish Expansion and
16 the Snoqualmie Mill site. But the roundabout we'll address.

17 And we had quite a number of meetings and
18 conversations. We didn't always agree, but they were
19 cordial, professional, and eventually resulted in an
20 agreement with both parties as to the way that the shortfall
21 could be bridged, while at the same time addressing the
22 transportation impacts from their project.

23 So that's why we're here. This is the, as I
24 mentioned, the amended and restated agreement. So what is
25 it? So the basics. It pulls together the initial

1 development agreement and the five amendments to it that
2 have been adopted and agreed to by the Council and the
3 parties going all the way back to 2004. And I know there's
4 been a substantial amount of ads and fliers and so on that
5 make it sound like this is a brand new project that is in
6 front of the Council, but it's not.

7 What this document does is simply harmonize and
8 pull together the changes, since the various amendments
9 deleted certain portions, added others. And after five
10 amendments, it's kind of hard to tell what's actually in
11 front of you and what's not without referring to these
12 various iterations. So that's the primary function of this
13 document in front of you.

14 The initial agreement in 2004 was between the City
15 and Gateway Cascades. And subsequently, in 2007, after a
16 bid process, the lodge and the expansion property were
17 purchased by the Muckleshoot Indian Tribe. Along with the
18 property, they seceded to the development rights under the
19 Development Agreement. And they were then a party with the
20 City to the third, fourth, and fifth amendments. And this
21 document is essentially a sixth amendment.

22 So what does it do? As I mentioned, the primary
23 piece is to address funding and the transportation impacts.
24 And so this document memorializes an additional monetary
25 contribution by the Snoqualmie -- or by the Muckleshoot

1 Indian Tribe towards the cost of the project. And the
2 additional payment is intended to mitigate their offsite
3 transportation impacts of their anticipated development
4 project.

5 The math is shown in the last bullet there. It's
6 1.22 million, less a credit for payment by the Snoqualmie
7 Mill Ventures, the owner of the mill site, in the amount of
8 250,000. And then less a credit for the City's contribution
9 of 700,000 for public parking. That public parking piece,
10 you'll remember, was a component of the fifth amendment.
11 And so the City had previously agreed to participate in
12 that. And the most efficient way, as we were considering
13 this, to address that, was just to handle it in the math,
14 which you see here.

15 So I refer to this as Tokul and a tune-up, in
16 shorthand. That's the Tokul piece. This is the tune-up. As
17 I mentioned, it memorializes the changes made during the
18 amendments. It deletes some things. The initial
19 Development Agreement contemplated either the roundabout or
20 a realignment of Tokul Road, which would have brought Tokul
21 down into a T-intersection, all the way with SR 202. It
22 would have been closer to the river. It would have had --
23 it necessitated a traffic signal which, as the Mayor
24 discussed in his comments at the town meeting last week, it
25 would have been visible at night, possibly lit up mist from

1 the Falls, closer to the river.

2 After the City received comments from the
3 Snoqualmie Tribe and others, I think -- including WSDOT, the
4 around about option was selected, because it moves that
5 intersection farther away from the river and avoids the need
6 to have the traffic signal with its attendant impacts.

7 So the provisions relating to realignment were
8 taken out in this amended and restated version. The wetland
9 mitigation provisions related to the realignment were also
10 taken out, because since their realignment is not going to
11 occur, those additional wetland impacts won't occur, and
12 therefore there's no need for that mitigation.

13 There are a couple additional provisions added to
14 this. The original agreement called for the developer to
15 provide a mini-park. Since that time, the City has
16 developed a fair number of parks and has an idea on the
17 Ridge of what's an appropriate park for the size of the
18 residential component. And it's really a neighborhood park,
19 comparable to Swenson and Azalea Parks. So that provision
20 is in there now.

21 There's also a provision that provides partial
22 mitigation for potential financial impacts from ESHB 1287.
23 Now, you'll remember the Superior Court had declared that
24 law unconstitutional, but the court's ruling was stayed, and
25 that -- that is pending before the Supreme Court. So it may

1 be that the Supreme Court affirms the ruling, in which case
2 this provision won't have any impact. If the Supreme Court
3 has a different ruling and there's a potential for a
4 property tax exemption to be sought for the Salish, this
5 provision provides mitigation to the City via payment of a
6 fee for services, for the City services that will be
7 provided to the parcel.

8 And then there's a couple of other provisions
9 added that really reflect the difference when the City is
10 doing business with an Indian tribe as opposed to a private
11 developer. One is, there are some protections added for the
12 City if the property is added to trust and conveyed to the
13 United States to be held in trust for the Tribe. And
14 there's also a sovereign immunity waiver that would allow
15 judicial enforcement, if that came to pass, the need for
16 that.

17 So those are the basics of what's in the document.
18 What is this agreement not? And this, I know the Council is
19 familiar, but for benefit of the audience, some of whom may
20 not be familiar with all of these details. First of all,
21 this is not a new development entitlement. All of the
22 essential project elements -- hotel, associated meeting with
23 conference facilities, restaurant, bar, the residential
24 component, the houses -- those were all agreed to in 2004,
25 over ten years ago. And neither that additional -- the

1 initial Development Agreement nor any of the amendments, nor
2 the environmental review associated with all of that, were
3 ever challenged before the Hearing Examiner or before a
4 court.

5 This is also not a construction approval. If you
6 approve the Amended and Restated Agreement, it will not
7 authorize the Tribe or anyone to go turn dirt on the site.
8 There are multiple other approvals that have to come before
9 Staff and/or the City Council, before that can happen.
10 First, there's a master site plan approval that's required.
11 The milestones for the project that are set out in Exhibit C
12 to the agreement, have a not-later-than approach. And the
13 master site plan application needs to be submitted to the
14 City not later than December 31, 2017. So the end of next
15 year.

16 There will be a public process associated with
17 that review by the Planning Commission. Then City Council,
18 once that's finalized, there are still subsequent
19 discretionary approvals that have to come. There's a
20 residential subdivision, if the Tribe elects to proceed with
21 that component.

22 First, that goes to the Hearing Examiner, as you
23 know, for preliminary plat, City Council for final plat.
24 The hotel conference and associated facilities component has
25 a binding site improvement plan approval that's required,

1 depending on the number of lots that are created. That's
2 either accomplished at the staff level or in front of the
3 Council.

4 And then finally, before any dirt can be turned,
5 of course you have to have civil engineering drawings and
6 building permits reviewed and approved by the Building
7 Official. All of that's some ways off. The milestones in
8 Exhibit C look to certificate of occupancy being granted no
9 later than October '20, '22. So quite a number of years
10 from now.

11 Now, as I mentioned, project elements were settled
12 early on. But let me just trot through what those are, so
13 that there's no confusion. Again, some of the media
14 attention that's been given to this project has misstated
15 what some of the elements are.

16 So first of all, the primary element is a hotel
17 with up to 250 rooms. Along with that, what this amended
18 agreement refers to is associated facilities. And the
19 reason for that term, rather than conference center or
20 convention center or something else is, those are kind of
21 subjective and they mean different things to different
22 people. After a fair amount of discussion with the
23 Muckleshoot Tribe, we settled on "associated facilities,"
24 with some objective terms attached to it, so we know what
25 we're talking about.

1 Meeting and conference space for conferences,
2 weddings of two or more days. So we're not talking about
3 small conference rooms like we have here, but something that
4 could accommodate a multi-day gathering, with guests of 275
5 or more; so larger than the Salish Lodge.

6 Restaurant and bar, recreational facilities.
7 There's a residential component, 175 homes. This is a
8 change from the initial number approved in 2004, which was
9 110, but some of the comments we've seen suggest that the
10 City only recently approved that change. Not so. The 175
11 home number was approved in the fourth amendment to the
12 agreement, which occurred in 2010, so six years ago. There
13 have been ads and comments saying it's 200 homes or 250
14 homes. It's 175 homes.

15 And in recognition of the proclamation earlier and
16 the comments about affordable housing, this project has an
17 affordable housing requirement in it, it's 15 percent.
18 That's been there since the initial Development Agreement,
19 and it's carried forward in this version.

20 The project elements are located -- and this is
21 important in light of the comments that have been made
22 publicly -- a quarter mile or more away from Snoqualmie
23 Falls. And they're visually screened by both the grade and
24 trees that are on the lower portion of the site. And I'm
25 going to show you now some drawings that depict that.

1 This is -- the conceptual site plan was attached
2 to the very first iteration of the Development Agreement as
3 Exhibit D. We've carried it forward as Exhibit B now to
4 this amended and restated version. It's subject to change.
5 It's conceptual. When the master site plan application
6 comes before you, that's when those locations and the size
7 of the buffers and setbacks and so on will be formalized.
8 But this is what has always been contemplated to be the
9 general locations and layout of the project elements.

10 We took that drawing --

11 **MAYOR LARSON:** Bob, can you go back?

12 **MR. STERBANK:** Sure.

13 **MAYOR LARSON:** You have a laser printer in the
14 front of that. Can you just orientate people to what
15 they're looking at there. Where is the current lodge? Where
16 is the river? Where is the Falls?

17 **MR. STERBANK:** So the current lodge is in this
18 lower central portion of the drawing. This is the river,
19 this sort of cross-hatched, on the sort of lower right-hand
20 third of the drawing. This is SR 202. And then immediately
21 east -- here is the current parking lot. Here is the
22 current upper parking lot. And then you see parking, the
23 hotel and conference facilities here, and then the
24 residential multi-family and single-family residential back
25 here at the top of the hill.

1 We took this -- or I shouldn't say we -- our crack
2 IT department did this work, and superimposed it on an
3 aerial photograph of the site. And that same drawing is on
4 the easel behind some of the folks here. I'm actually going
5 to bring it up so that people can look at it. Well, it's
6 this one. It's all the way to the back. Thank you.

7 So I'll hold it up here so that Council can see
8 it. And at the same time, I'll try to use the laser
9 pointer. So again, similar. Here's, in the yellow, center
10 bottom, that's the Tokul roundabout. SR 202. Coming over
11 here, sort of middle to the left, is the existing Salish
12 Lodge. Here's Snoqualmie Falls, which is the lock in the
13 center on the Falls. And you'll see large circles here, one
14 in purple and then another in orange.

15 And what IT was able to do for us was, using the
16 rock in the center, draw a radius. The purple is one-
17 quarter mile away, and so you can see the roundabout is
18 about a quarter mile away from the Falls, as is -- and then
19 this is hard to see on this slide, but the yellow is the
20 hotel and conference-related facilities, associated
21 facilities here. Yellow-greenish up at the top, the
22 location of the housing. Purple, multi-family affordable
23 housing there.

24 So this is -- those components, the housing, are
25 more than a quarter mile, almost a half a mile out here at

1 the orange radius. So that is what the conceptual site plan
2 looks like on the actual site. And I know that this is two-
3 dimensional, so it's flat. You don't get to appreciate the
4 grade here. But if anyone has driven along 202 here, knows
5 that this portion immediately to the east, this is a very
6 steep grade, and it gets steeper the further north that one
7 goes. And that grade serves to block views of this portion
8 of the site where the construction will occur from the
9 Salish Lodge, from the pedestrian bridge and from the Falls
10 itself.

11 And at the time that the master site plan comes
12 forward or perhaps in the subsequent phases for either the
13 subdivision or the binding site improvement plan for the
14 hotel and associated facilities, there will be an
15 opportunity for Staff to review actual grading plans with
16 elevations -- elevation drawings, showing what's visible
17 from various points of view, including from the site.

18 So that's what it is. What isn't it? It's not
19 this. And this rendering has received a fair amount of
20 publication most recently in an ad in the Sno-Valley Star.
21 This was put out by an organization calling itself Save
22 Snoqualmie Falls, which the Tribe has distributed fliers
23 indicating that it is the motivating force behind this
24 organization. Let me use the laser pointer again -- whoops.
25 Sorry about that.

1 So it's showing the roundabout next to the bridge.
2 The roundabout is not actually there; it's more like right
3 here. And then Tokul Road goes like this. So anything to
4 the north of this line I'm tracing with the laser pointer,
5 which is most of the homes shown here, I actually located on
6 property that the City owns as part of its wastewater
7 treatment plant. All of this here cannot be built as part
8 of the project. In fact, it couldn't be built at all
9 because the City's property is zoned public utilities. This
10 is substantially inaccurate, the vast majority of this.

11 The other piece that is wildly off here is in this
12 central portion. It's showing -- this is the existing Tokul
13 Road, which as you know, you come up the hill, and then it
14 makes a curve to the north to join the rest of Tokul Road.
15 This is showing a little spur off, somewhere between Mill
16 Pond Rd. and the roundabout. This property, it's kind of a
17 triangular piece.

18 That's the Tokul parcel. That's also owned by the
19 City. And it was dedicated to the City for the purpose of
20 constructing the Tokul roundabout. Houses cannot be
21 constructed here. I don't know why they're shown here. So
22 as I mentioned, this is what we know of the conceptual
23 layout, what it's going to be. This is not.

24 So I'll try to wrap up here and turn it over to
25 the Applicant, and then Mayor, you can proceed to take

1 public -- public comments. As I mentioned at the outset,
2 the amended agreement is focused on addressing
3 transportation mitigation and taking payments for that to
4 address the shortfall for the project that addresses
5 existing traffic safety impacts as well as looking to the
6 future and addressing impacts that are anticipated to arise
7 from proposed development.

8 The Collection One document, the change is made in
9 the previous amendments. And this Amended and Restated
10 Agreement does not approve any specific development plans.
11 And the details, actual site layout, locations, height and
12 scale, setback, other details are all yet to be determined.
13 And there will be several opportunities for Staff,
14 environmental and permitting review, review by the Council,
15 opportunities for public input in the steps to come. And
16 those specific steps are laid out in Exhibit C in the
17 agreement. And they, in large part, mirror exactly the
18 steps that have been part of the previous iterations that
19 show minor adjustment in the schedule that extends the
20 completion to October 20, '22.

21 I'll take any questions now from Council. And of
22 course, you will have the opportunity to ask questions of
23 the Applicant and members of the public as we go along. And
24 then, last but not least, for your action, the Council may,
25 if it wishes after deliberation following the close of the

1 hearing, take action tonight. You could postpone your
2 deliberation to another meeting, or deliberate partly
3 tonight and then partly at another meeting and decide then.
4 Those options are all before the Council.

5 Any questions for me at this time? No. All
6 right. I will turn it over to Representative --

7 **PUBLIC ATTENDEE:** I have a question.

8 **MR. STERBANK:** No. It's for questions from the
9 Council. I'm sorry, ma'am. Representatives from the
10 Muckleshoot here are seated at the table to my right, and I
11 will yield the podium and the laser pointer to them.

12 **MAYOR LARSON:** Thank you, Bob. So with that,
13 Rachael Nathanson and Terry Danysh, the counsel for the
14 Applicant, will be given an opportunity to speak.

15 **MS. NATHANSON:** Good evening. I'm Rachael
16 Nathanson, Nathanson Associates, 2581 N.E. 85th Street,
17 Seattle, Washington. I want to thank you, Mayor Larson and
18 City Councilmembers for giving us the opportunity for us to
19 speak to you tonight. I'm here on behalf of the owner of
20 the Salish Expansion site, the Muckleshoot Indian Tribe. As
21 at Staff has aptly done, they've summarized why we're here.

22 And it really began with the fact that we needed
23 more funds to complete the Tokul Roundabout Project. And
24 the Muckleshoot Indian Tribe as a partner with the City
25 agreed to provide additional funds. That would have meant

1 history, and they could have that. And then that would give
2 people something to look at when they come out from the
3 cities, because they don't come out to see the development;
4 they don't want to come out and see more housing.

5 **MAYOR LARSON:** I'm sorry. If I could ask you to
6 please conclude your comments.

7 **MS. MOSES:** Yes. I just have the one question. Is
8 the Muckleshoots, have they put in to put that property into
9 trust?

10 **MAYOR LARSON:** Okay. Thank you. Again, as I
11 stated before, it's not a question and answer. And perhaps
12 the Applicant will respond to that in a little bit.

13 **MS. MOSES:** Okay. Then I'll leave that out there.

14 **MAYOR LARSON:** Did you say your name was Judie
15 Moses?

16 **MS. MOSES:** Yes.

17 **MAYOR LARSON:** Okay. Thank you.

18 **MS. MOSES:** Judie is spelled with an I-E, J-U-D-I-
19 E.

20 **MAYOR LARSON:** Thank you, Judie. All right. Who
21 else. Bill? Well, yeah. He said Bill Sweet. I'm looking
22 around, where is Bill Sweet?

23 **MR. MULLEN:** Ray Mullen, former Councilmember,
24 Economic Development Chairman for the Snoqualmie Tribe, and
25 historic preservation officer.

1 And I guess some of the things I want to
2 straighten up here today is that one thing you don't find
3 around here is a whole lot of human remains from the time my
4 people were here, because they did platform burials and they
5 did tree burials. And with the acidic ground of all the
6 great cedars that were here, bones simply do not last.
7 They're not there.

8 With that being said, you know, the history of
9 this area is phenomenal. People have been gathering at this
10 falls forever. Stories go back forever. To tell me that
11 across the street, a quarter of a mile or a mile or ten
12 miles has no significance to the people of this valley, is
13 wrong. I ask you to consider this, and think hard. We
14 don't bury on cemeteries -- we don't build on cemeteries.

15 We respect our land, and we know where our land is
16 at. We don't have a great written history. Unfortunately,
17 you'll have to take our word for it. But I think there's
18 some great people here. And I know many of you guys here.
19 It's great to see you. And thank you for having me here.

20 **MAYOR LARSON:** Thank you, Ray. Good to see you
21 too. Who else would like to speak? Yes, sir.

22 **MR. CINEMA:** Richard Cinema, from about four
23 blocks that way, 8602 378th.

24 I had a couple questions about procedure. I
25 notice that we have a Mayor and a Mayor Pro Tem, and that