

PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING (NOTE TIME CHANGE)

Tuesday, November 19, 2024, at 4:30 PM Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Ethan Benson

Councilmembers: Bryan Holloway and Catherine Cotton

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

Join by Telephone: To listen to the meeting via telephone, please call 253.215.8782 and enter Webinar ID 867 8554 3964 and Password 1700050121 if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment. Press *6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this link.
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter 867 8554 3964; Enter Password 1700050121
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

1. Approval of minutes dated November 5, 2024.

AGENDA BILLS

2. AB24-124: Land Acquisition for Reclaimed Water System Improvements.

DISCUSSION

- 3. Utility Rate Study Presentation.
- 4. Director Reports:
 - a. Staffing
 - b. Project status

ADJOURNMENT



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES NOVEMBER 5, 2024

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER - Chair Ethan Benson called the meeting to order at 4:30 pm.

Committee Members: Councilmembers Ethan Benson, Bryan Holloway and Catherine Cotton were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator (remote); Deana Dean, City Clerk; Jeff Hamlin, Parks & Public Works Director; Dylan Gamble, CIP Manager; Andrew Vining, Project Engineer; Drew Bouta, Finance Director; Jen Hughes, Deputy Finance Director; Janna Walker, Budget Manager; and Jimmie Betts, IT Support.

AGENDA APPROVAL

The agenda was approved as presented.

PUBLIC COMMENTS - There were no public comments.

MINUTES

1. The minutes from October 22, 2024, were approved as presented.

AGENDA BILLS - There were no agenda bills.

DISCUSSION

- 2. Utility Rate Study. Introduction by CIP Manager Dylan Gamble. Handout provided on the combined utility projects for 2025-2030. Discussion followed. Committee questions answered by Dylan and Parks & Public Works Director Jeff Hamlin. Dylan introduced Paul Quinn (remote) from FCS Group who provided a presentation on the utility rate study cost of service update. Topics covered included an overview of rate setting process, revenue requirement summary, cost of service analysis and phase-in alternatives, bill impacts, and next steps. Discussion followed.
- 3. Water Reclamation Facility Project Phase 3 Update. Presentation by Project Engineer Andrew Vining. Topics covered included an overview of construction improvements, project schedule updates, construction progress, Basin 2 startup and commissioning, construction highlights, and next steps. Committee questions and comments followed.

- 4. **2025 Legislative Priorities.** Discussion led by CM Holloway with additional input provided by CM Benson and Cotton. Councilmembers were directed to send their proposed changes to CM Holloway.
- 5. Add On: The remaining 2024 Committee meetings are authorized to begin at 4:30 pm.

ADJOURNMENT

The meeting was adjourned at 5:54 pm.

Minutes taken by Deana Dean, City Clerk. Recorded meeting audio is available on the City website after the meeting. Minutes approved at the _____, 2024, Parks & Public Works Committee Meeting.



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-124 November 25, 2024 Committee Report

AGENDA BILL INFORMATION

TITLE:	AB24-124 : Land Acquisitie Improvements	AB24-124: Land Acquisition for Reclaimed Water System Improvements		□ Discussion Only⊠ Action Needed:
PROPOSED ACTION:	Approve a Purchase and S	Approve a Purchase and Sale Agreement with CF Arcis VII LLC		☑ Motion□ Ordinance□ Resolution
REVIEW:	Department Director	Jeff Hamlin	11/13	/2024

REVIEW:	Department Director	Jeff Hamlin	11/13/2024
	Finance	Janna Walker	11/14/2024
	Legal	David Linehan	11/13/2024
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Parks & Public Works		
STAFF:	Andrew Vining, Project Engineer		
COMMITTEE:	Parks & Public Works COMMITTEE DATE: November 19, 2024		
EXHIBITS:	 Draft Purchase and Sale Agreement Reclaimed Water Distribution System Engineering Report 		

AMOUNT OF EXPENDITURE	\$ 332,000
AMOUNT BUDGETED	\$ 765,192
APPROPRIATION REQUESTED	\$ 332,000

SUMMARY

INTRODUCTION

This agenda bill seeks approval of a Purchase and Sale Agreement to acquire land and easements needed for the Reclaimed Water Distribution System Improvements. The improvements will upgrade the aging reclaimed water distribution system and bring it into compliance with current state standards.

LEGISLATIVE HISTORY

State Legislation

The state legislature approved the Reclaimed Water Use Act in 1992 codified as RCW 90.46. This act encouraged using reclaimed water for land application, industrial, and commercial uses. In 1997 the Water Reclamation and Reuse Standards were developed to support this act. Most recently in 2006 this act was amended to expand uses of reclaimed water and directed state agencies to develop framework for safe and beneficial use of reclaimed water – this amendment is the origin of the reclaimed water rule.

Following the 2006 legislative direction state agencies (Department of Health and Department of Ecology) jointly began developing the framework over a 12-year period based on stakeholder feedback. In 2018 the Reclaimed Water Rule (WAC 0173-219) was adopted to encourage the use of reclaimed water to help meet the growing need for clean water across the state by establishing regulatory framework for the generation, distribution, and the use of reclaimed water for beneficial use. Concurrently agencies published the Reclaimed Water Facilities Manual or "Purple Book" which provides more in-depth guidance for utilities that produce reclaimed water.

City Legislation

Following the state adoption of Reclaimed Water Rule in 2018 the City began evaluating options to ensure compliance with updated state standards. On February 25, 2019 under <u>AB19-022</u> City Council authorized RH2 Engineering (RH2) to prepare a Reclaimed Water Irrigation System Analysis Feasibility Study to provide agency coordination and evaluate potential solutions to meet the Reclaimed Water Rule standards. During this period the City also renewed it's Water Reclamation Facility NPDES Permit WA0022403 (Permit) which authorizes the production and distribution of up to 1.56 million gallons of Class A Reclaimed Water daily. The City provided comment to the City's draft permit on February 24, 2020 and received responses from Ecology documented in the permit. The final Permit outlines necessary improvements to the City's reclaimed water distribution system and an associated compliance schedule. The following agenda bills were approved by Council to facilitate these improvements and continue production of Class A water. On November 28, 2022 City Council approved <u>AB22-146</u> Resolution No. 1632 authorizing a contract with RH2 to complete a Reclaimed Water Distribution System Engineering Report. This contract was amended on October 3rd, 2023 under <u>AB23-110</u> which authorized RH2 to complete design of the reclaimed water reservoir improvements.

BACKGROUND

The Reclaimed Water Distribution System Engineering Report (Engineering Report) dated October, 2023 included a planning-level siting study for the reclaimed water reservoir. The study considered six potential sites adjacent to existing reclaimed water infrastructure, four of which were located on property owned by CF Arcis VII LLC (Arcis). As a result, early in the planning process City staff and consultants met with Arcis staff and operations staff from the Club at Snoqualmie Ridge to consider any concerns with the various sites being evaluated. The Engineering Report siting-study ultimately recommended three-potential sites all located within Arcis property, two of which were located within the Bonneville Power Administration (BPA) highvoltage powerline easement. As the project transitioned from planning level to concept design additional sites were ruled out due to constructability concerns, these included sites within the BPA easement with limited overhead clearance and sites along Eagle Lake Drive that would impact arterial roadways and utilities. During this early design stage, it became apparent that the best location for the Reclaimed Water Improvements was in a forested portion of land located between Ridge Street and the BPA Easement, north of hole 2 on the golf course. This location provides many benefits including its proximity to the existing Class A Reclaimed Water transmission main, Eagle Lake, and the existing Class A distribution system along Ridge Street. Other benefits include natural buffering of the improvements by the sloping terrain and existing trees. City staff, representatives from Arcis, and operations staff from the Club at Snoqualmie Ridge met again in late 2023 to consider this preferred site and begin negotiations for a land acquisition.

During 2024 City staff and consultants worked with operations staff from the Club at Snoqualmie Ridge to extensively evaluate the site prior to property transfer. This effort included acquiring a site survey and property valuation, reviewing as-built documents, and multiple on-site meetings. Noteworthy findings include one utility conflict with the golf course irrigation main, a needed access easement along the existing BPA road, and concerns associated with potential construction impacts during the annual Boeing Classic PGA Golf Tournament. The draft Purchase and Sale Agreement (Exhibit 1) includes provisions and pricing based on valuation documents and previously mentioned findings. These provisions include a new access easement, a temporary construction easement, and compensation for irrigation utility main relocation. Following execution of the Purchase and Sale Agreement the property will be subdivided from the larger golf course

"parent parcel" pursuant to SMC 16.04.030.D.; the utility in-conflict will be relocated; and the property (including necessary easements) will be transferred as described in the agreement.

ANALYSIS

The City's Class A reclaimed water storage and distribution system does <u>not</u> meet current state standards and must be improved to ensure compliance with new standards for safe and reliable delivery of reclaimed water to customers. Following comprehensive site evaluation, the preferred location for the improvements is along Ridge Street near Eagle Lake Drive within the golf course parcel owned by Arcis. The proposed Purchase and Sale Agreement was prepared following a site survey, property valuation, project design, and numerous meetings between City staff, representatives from Arcis, and operations staff from the Club at Snoqualmie Ridge. The agreement pricing is based on property valuation and contractor bids. All parties have been engaged and communicative, potentially avoiding the need for the City to use its eminent domain powers so long as this voluntary agreement is completed in a timely fashion needed to meet state mandated project deadlines. The utility relocation improvements described in section 3.1.c. of the agreement will occur immediately following this agreement such that the work can occur outside irrigation season and prior to winter, minimizing impacts to golf course operations.

City administration recommends purchasing the 0.94 acre portion of land adjacent to Ridge Street and associated provisions outlined in the Purchase and Sale Agreement.

BUDGET IMPACTS

Administration recommends approving a Purchase and Sale Agreement with Arcis in the amount of \$332,000 to acquire land and easements for the reclaimed water distribution system improvements. This project was originally incorporated in the 2023-2028 Capital Improvement Plan (CIP) with a life-of-project budget of \$3,332,000. Since then, the life-of-project budget has been adjusted to \$8,651,047 within the 2025 -26 Biennial Budget Ordinance (No. 1296).

The 2023-24 Amended Budget appropriated \$321,000 for this project. However, AB23-110 adjusted the \$321,000 appropriation up to \$765,192 by delaying the Pressure Reducing Valve Project (#417), using appropriation from Water Utility (#401) and Wastewater Utility (#402), and a \$49,006 budgetary amendment. In the current biennium, \$449,583 has been spent and \$628,829 has been encumbered for contracts within the Eagle Lake Improvements Project. With the addition of the purchase and sale agreement with Arcis, the project is \$645,220 over budget for the 2023-24 biennium, as shown in the table below.

	2024 Amended nnial Budget
Beginning Budget	\$ 765,192
Expenditures	\$ (449,583)
Outstanding Contract Value (Previously Approved)	\$ (628,829)
Current Available Budget	\$ (313,220)
Value of this Contract (AB24-124)	\$ (332,000)
Available Budget / (Shortfall) after AB24-124	\$ (645,220)

Eagle Lake Water Reclamation Basin Improvements

Based on current engineering estimates, around half of the outstanding contract value will occur during the current biennium, with the remainder expected to occur in 2025. While the land purchase agreement is likely to take place during the 2025-2026 biennium, Administration is including the agreement within the budgetary amendment to be brought forward in November of 2024. At the start of the 2025-26 biennium, these

expenditures will fold into the continuing appropriation of the life-of-project budget of \$8,651,047, as shown below:

	f-Project Budget tiple Bienniums)
Beginning Budget	\$ 8,651,047
Expenditures	\$ (449,583)
Outstanding Contract Value (Previously Approved)	\$ (628,829)
Current Available Budget	\$ 7,572,635
Value of this Contract (AB24-124)	\$ (332,000)
Available Budget / (Shortfall) after AB24-124	\$ 7,240,635

Eagle Lake Water Reclamation Basin Improvements

The total budget of \$8,651,047 assumed \$200,000 for land acquisition. Administration may propose a future project budget amendment of \$143,000 to cover the added costs for the utility relocation improvements, as well as permanent, and temporary constructions easements. The potential project budget amendment would be considered following project bidding expected to occur during Spring of 2025.

NEXT STEPS

Following approval both parties will sign the Purchase and Sale Agreement. The utility relocation improvements outlined in the agreement will be contracted by Arcis and will occur immediately. The property will be subdivided pursuant to SMC 16.04.030.D and Exhibit E of the Purchase and Sale Agreement prior to land transfer and closing, expected to occur in early 2025. City staff and consultants will continue to advance the reclaimed water reservoir and pump station improvements to final design. Council may expect upcoming agenda bills related to the following project action items:

- Acceptance of State Funding
- Review of Construction Bids and Contractor Award

These agenda bills will be brought forward to meet the following project deadlines:

- December 31, 2024 Final Plans and Specifications (Currently Underway)
- June 30, 2026 Declaration of Construction Completion

PROPOSED ACTION

Motion to Approve a Purchase and Sale Agreement with CF Arcis VII, LLC, with a total contract value of up to \$332,000.



PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement"), dated as of the last date signed below is entered into by and between CF ARCIS VII LLC, a Delaware limited liability company (hereafter "Seller"), and the City of Snoqualmie, a Washington municipal corporation ("Buyer"). Buyer and Seller are hereafter referred to individually as a "Party" and collectively as the "Parties."

Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, all subject to the terms and conditions set forth in this Agreement. The Parties agree as follows:

1. PROPERTY. Seller is the owner of real property located in King County, Washington, having an address of 36005 SE Ridge Street, Snoqualmie, Washington, bearing King County Parcel No. 252407-9001 ("Parent Parcel"), which real property is described as:

LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RDIGE BOUDNARY LINE ADJUSTMENT NO. 26"), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS OF SAID LOT Z CONVEYED TO THE CITY OF SNOQUALMIE BY DEEDS RECORDED UNDER RECORDING NUMBERS 20070719000221 AND 20070720000283.

The parties want to provide for the sale of a portion of the Parent Parcel by Seller to City. As used in this Agreement, the term "Property" refers to a portion of the Parent Parcel consisting of approximately 0.94 acres of land as legally described in **Exhibit A** attached hereto, including any improvements appurtenant to thereto. The Parent Parcel less and except the Property is hereafter referred to as the "Remaining Property".

2. PURCHASE; CONDITION OF PROPERTY; ADDITIONAL TERMS. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to Closing (as defined below), Buyer has or will have inspected the Property. Buyer will be purchasing the Property in its present condition, "AS IS AND WITH ALL FAULTS." As of the date of this Agreement and as of Closing, Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

2.1 Seller agrees to sell and Buyer agrees to purchase:

a. The Property as generally described above and legally described in Exhibit A attached hereto.

b. All development rights relating to the Property; (a) all rights to obtain utility service in connection with the Property; (b) assignable licenses and other governmental permits and permissions relating to the



Property and the operation thereof.

c. A permanent access easement across and within the Parent Parcel to the Property for all City utility purposes, including construction, operation, maintenance, and repair of the facilities to be located on the Property ("Permanent Access Easement"). The location of the Permanent Access Easement within the Parent Parcel is depicted in Exhibit B (Map of Temporary Construction and Access Easements) attached to this agreement and hereafter referred to as the "Permanent Easement".

d. A temporary construction easement over portions of the Parent Parcel adjacent southerly and easterly to the Property as depicted in Exhibit B to this agreement and hereafter referred to as "Temporary Construction Easement". The Temporary Construction Easement shall commence on May 2025 and shall expire on July 31, 2026, unless otherwise agreed by the parties in writing. Construction impacts will occur within the Temporary Construction Easement and may include temporary equipment access, staging, loading, unloading, clearing, grading, security fencing, stockpiling, and other miscellaneous construction activities associated with constructing improvements at the Property.

2.2 In addition to the foregoing, Buyer shall reimburse Seller for the costs of constructing the utility relocation improvements to the Parent Parcel as depicted in Exhibit C to this agreement, which are necessary to accommodate the City's utility improvements within the Property. This work includes the relocation of 300 linear feet of PVC irrigation main, valves, and associated fittings, and surface restoration. These improvements are expected to be completed in late 2024 and hereinafter referred to as "Utility Relocation Improvements".

2.3 Both parties agree to avoid impacts to the Boeing Classic PGA Golf Tournament scheduled to occur August 4th thru August 10th, 2025. During the tournament dates these efforts will include pausing all active construction and material deliveries during the tournament dates, reducing construction visual impacts by use of fence screen, and securing site equipment and materials prior to the scheduled tournament. Increased traffic for the delivery, storage and demobilization of tournament vehicles and materials is expected to occur during July and August along the Bonneville Power (BPA) Access Road. Both parties agree to share and maintain continuous access along the BPA Access Road.

2.4 Prior to closing both parties agree to sign the Exhibit D Exempt Subdivision Map pursuant to SMC 16.04.030.D., segregating the Property from the Parent Parcel.

3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.

3.1. Amount. The purchase price ("Purchase Price") for the Property shall be Two-Hundred and Nine-Thousand and 00/100 Dollars (\$ 209,000). In addition to the Purchase Price, Buyer shall pay Seller an Additional Amount of up to One-Hundred and Twenty-Three-Thousand and 00/100 Dollars (\$123,000) ("Additional Amount") as compensation for the following items:

a. Temporary Construction Easement: \$20,000;



b. Permanent Access Easement: \$10,000; and

c. Utility Relocation Improvements: up to \$93,000, upon presentation of an invoice from Seller's contractor documenting completion of the work, presented to Buyer at Closing. If Seller encounters unexpected circumstances or conditions that materially increase the cost of the Utility Relocation Improvements, Buyer and Seller shall meet and confer to determine whether an increase in the Additional Amount payable to Seller under this agreement is warranted. No increase in the Additional Amount due to increased costs of the Utility Relocation Improvements shall be owed by Buyer to Seller unless agreed by the parties in writing prior to Closing.

3.2. Payment. The Purchase Price and Additional Amount shall be paid in immediately available funds (i.e., available on the Closing Date).

3.3 Earnest Money. No Earnest Money is being required of Buyer.

4. TITLE. Title to the Property shall be insurable by a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "<u>Title Policy</u>") to be issued by Chicago Title of Washington (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions (as defined below). The "Permitted Exceptions" means the Exceptions from Coverage specified in Exhibit D Title Report issued by the Title Company to Seller at the time Seller acquired the Property, Policy Number 233753-SC, the terms of which are incorporated herein by this reference, and updated to reflect current General taxes and assessments. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

5. **DELIVERIES TO ESCROW HOLDER.**

5.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

a. **Deed.** A Statutory Warranty Deed warranting conveyance of fee simple title to Buyer as provided in RCW 64.040.030 and otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "<u>Deed</u>").

b. FIRPTA Affidavit. A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this

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Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

d. Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the "<u>Tax Affidavit</u>").

5.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

a. Closing Funds. Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price, Additional Amount and Buyer's share of Closing costs.

b. Excise Tax Affidavit. The Tax Affidavit signed by Buyer or its agent.

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

6. CLOSE OF ESCROW.

6.1. Time. The close of escrow (the "<u>Closing</u>") shall occur at the offices of Escrow Holder or other mutually agreement place on a date on or before January 31st, 2025 that is agreed to by Buyer and Seller (the "<u>Closing Date</u>").

6.2. **Procedure.** Escrow Holder shall proceed with Closing as follows:

a. Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

b. Pay applicable real estate transfer excise taxes, if any, record the Deed, and complete the prorations.

c. Issue and deliver the Title Policy to Buyer.

d. Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

e. Deliver the Purchase Price and Additional Amount, less amounts applied as provided in Section 6.2(a) above, to Seller.

f. Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

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6.3. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

6.4. Closing Costs and Prorations.

a. Closing Costs. Buyer agrees to pay all Closing costs including, without limitation: (i) all state, county and local documentary transfer taxes, including any Washington state real estate excise tax if applicable; (ii) the premium for the Title Policy; (iii) recording fees; and (iv) any escrow fee.

b. Property Taxes. The Property has been determined exempt from property taxes.

7. BROKERAGE. Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

8. CASUALTY. The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

9.1. Seller's Representations, Warranties and Covenants. Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. Agreements to Transfer or Encumber. Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

b. Bankruptcy, Etc. Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

c. Litigation. Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

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d. FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

e. Good Standing and Due Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

9.2 Buyer's Representation. Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. **Good Standing.** Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

b. Due Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer's legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

10. SURVIVAL. The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

11. ENTIRE AGREEMENT. This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

12. DEFAULT; REMEDIES.

12.1. Buyer's Remedies. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if



Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement.

12.2. Seller's Remedies. If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement.

12.3 Impact of Termination. The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under the MOA and Lease or the rights and obligations of the Parties under Sections 7 and 12.4. Otherwise, upon termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

12.4 Attorneys' Fees. If either Party brings an action or other proceeding against the other Party to interpret or enforce any of the terms, covenants, or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

13. NOTICES. All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either (i) delivered personally, or (ii) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (iii) sent by email so long as receipt is confirmed. Notices shall be addressed to the addressees listed below with copies to the Parties listed after such address:

BUYER

City of Snoqualmie Attn: Jeff Hamlin, parks and Public Works Director 38194 SE Mill Pond Road Snoqualmie, Washington 98065 Email: jhamlin@snoqualmiewa.gov

Seller

CV ARCIS VII LLC (Arcis) Attn: Scott Siddons, General Counsel 8343 Douglas Avenue, Ste 200 Dallas, TX 75225 Email: ssiddons@arcisgolf.com

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received four (4) days after deposit in the mail.

14. **PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance is determined, to any extent, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DRAFT

15. WAIVERS. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. CONSTRUCTION. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

17. TIME. Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "<u>Business Days</u>" refers to Monday – Friday other than legal holidays in the State of Washington.

18. FORCE MAJEURE. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

19. SUCCESSORS. Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington without reference to its choice-of-law rules.

21. RECITALS AND EXHIBITS. The Recitals and Exhibits are incorporated into this Agreement by this reference.

22. COUNTERPARTS. This Agreement may be signed in counterparts, any of which shall be deemed an original. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

SELLER:

CV ARCIS VII LLC, A DELAWARE LIMITED LIABILITY COMPANY

15



By:	 	
lts:		

Date: _____

BUYER:

CITY OF SNOQUALMIE

By:_____ Its: Mayor Date: _____



EXHIBIT LIST

- Α
- Legal Description Map of Temporary Construction and Access Easements Utility Relocation Improvements Title Report Exempt Subdivision Map В
- С
- D
- Е



Ехнівіт А

LEGAL DESCRIPTION

THAT PORTION OF LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF EAGLE LAKE DRIVE AND SE RIDGE STREET SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37°33'28" EAST;

THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 05°27'30", AN ARC DISTANCE OF 114.32 FEET; THENCE SOUTH 43°00'58" EAST 32.50 FEET TO THE SOUTHEASTERLY MARGIN THENCE SOUTH 09°20'20" WEST 318.81 FEET;

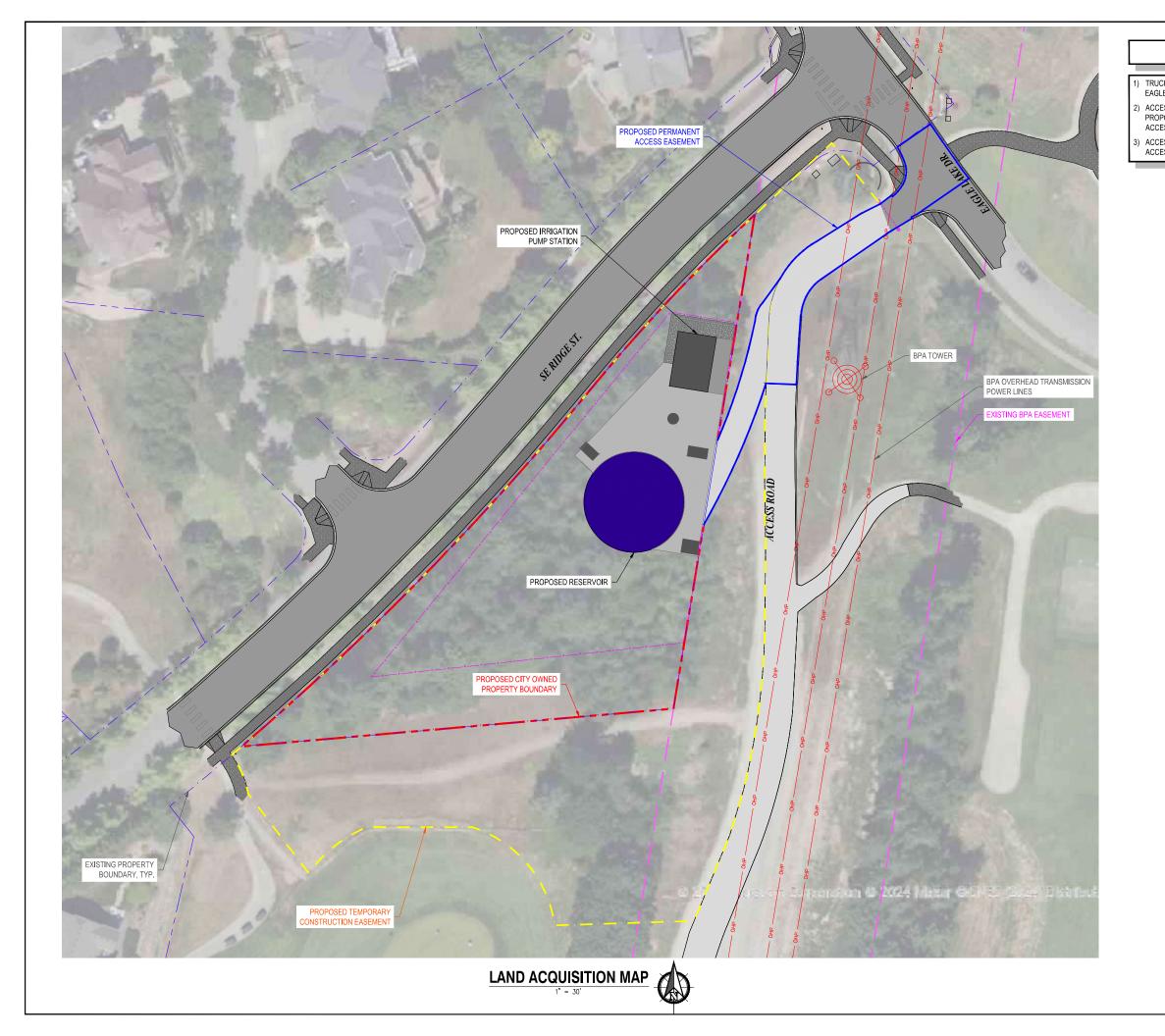
THENCE SOUTH 84°59'22" WEST 276.05 FEET TO THE SOUTHEASTERLY NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1832.50 FEET, THE CENTER OF WHICH BEARS NORTH 40°42'06" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 09°53'55", AN ARC DISANCE OF 316.59 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET;

THENCE NORTHEASTERLY ALOGN SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 07°35'03", AN ARC DISTANCE OF 157.54 FEET TO THE POINT OF BEGINNING.



Ехнівіт В

MAP OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS

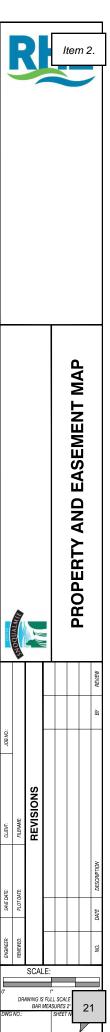


EASEMENT NOTES

TRUCK ACCESS ALONG THE BPA ACCESS ROAD FROM SNOQUALME PARKWAY TO EAGLE LAKE DRIVE IS INCLUDED IN THE TEMPORARY CONSTRUCTION EASEMENT.

) ACCESS ALONG THE BPA ACCESS ROAD FROM EAGLE LAKE DRIVE TO THE PROPOSED RESERVOIR SITE ACCESS DRIVE IS INCLUDED IN THE PERMANENT ACCESS EASEMENT.

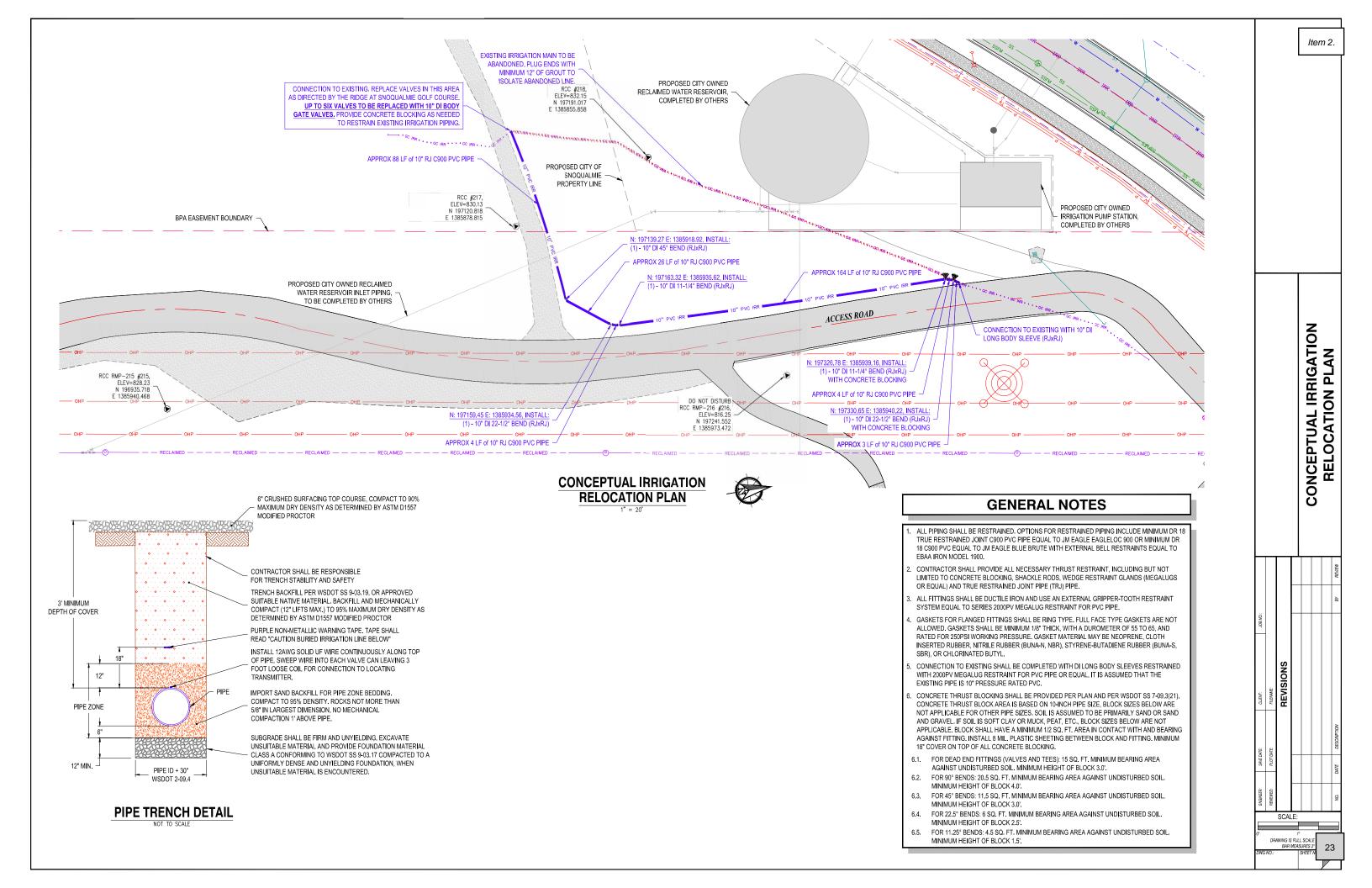
 ACCESS TO ALL CITY OWED BURIED UTILITIES IS INCLUDED IN THE PERMANENT ACCESS EASEMENT.





Ехнівіт С

UTILITY RELOCATION IMPROVEMENTS





Ехнівіт D

TITLE REPORT



Commitment for Title Insurance

Title Officer: Team Zeke Email: TeamZeke@ctt.com Title No.: 233753-SC

Property Address:

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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Guarantee/Certificate Number:



233753-SC

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

SAM Companies

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

- 1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
- 2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

Attest:

Michael J. Nolan, President

ayou her

Marjorie Nemzura, Secretary

Item 2.

ISSUING OFFICE:

Title Officer: Team Zeke Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Main Phone: (206)628-5610 Email: TeamZeke@ctt.com

SCHEDULE A

Liability	Premium	Тах
\$1,000.00	\$350.00	\$35.88

Effective Date: November 21, 2023 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

CF ARCIS VII LLC, a Delaware limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

Lot Z, City of Snoqualmie Boundary Line Adjustment Number LLA 04-02 (also known as "Snoqualmie Ridge Boundary Line Adjustment No. 26"), as recorded in Volume 172 of Surveys, Pages 235 through 239, inclusive, under King County recording number 20040607900001, Situate in Sections 25 and 26, Township 24 North, Range 7 East, W.M., in King

Except those portions of said Lot Z conveyed to the City of Snoqualmie by deeds recorded under recording numbers 20070719000221 and 20070720000283.

County, Washington;

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:United States of AmericaPurpose:Transmission line, right to cut danger trees, and access roadRecording Date:January 17, 1968Recording No.:6349748Affects:Portion of said premises

2. Exceptions and reservations contained in deed:

From:	Weyerhaeuser Company
Recorded:	June 14, 1982, December 9, 1982, March 4, 1983 and May 18, 1983
Recording Numbers:	8206140251, 8212090512, 8303040654 and 8305180790

As follows: The grantor hereby expressly saves, excepts, and reserves out of the Grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all ores and minerals of any nature whatsoever in or upon said Land, including, but not limited to, coal, lignite, oil and gas, Peat, Including Coal Seam Gas, together with the right to enter upon said Lands for the purpose of exploring the same for such geothermal resources, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, ores and minerals, and to occupy and make use of so much of the surface of said Land as may be reasonably necessary for said purposes; provided that the grantee and the grantee's representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said Land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided further, that the exercise of such rights by the grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Affects: Portions of said premises.

(continued)

3. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in the deed:

Grantor: Weyerhaeuser Timber Co., a Washington corporation Recording Date:January 4, 1985 <u>Recording No.:</u> 8501040308

Modification recorded under recording number 9704090274.

As follows:

(1) The grantor (Weyerhaeuser Company) hereby expressly saves, excepts and reserves out of the Grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all ores and minerals of any nature whatsoever, not previously reserved, in or upon said Lands including, but not limited to, coal, lignite, oil and gas, peat, Including coal seam gas, together with the right to enter upon said Lands for the purpose of exploring the same for such geothermal resources, ores and minerals, and to occupy and make use of so much of the surface of said lands as may be reasonably necessary for said purposes; provided, the grantee and grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said Lands, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the grantor shall not be postponed or delayed so long as grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation. However, the grantor will release all rights under this reservation to use oroccupy the surface, or to excavate or tunnel within 500 vertical feet of the surface of said Lands.

(2) The grantor (Weyerhaeuser Company) also hereby expressly saves, excepts and reserves, unto itself, it successors and assigns, forever, a royalty on any sand and gravel that may be recovered from said land and (A) sold or (B) used for any purposes requiring washing, sorting, crushing or other processing. If the grantee or its successors or assigns negotiates an arms length transaction under which an independent third party pays royalties at fair market rates for sand and/or gravel recovered from the property, the grantor's reserved royalty shall be 80% of what a fair market royalty would have been, based on royalties being obtained by landowners for similar resources being recovered in the puget sound region. If the parties are unable to agree on such royalties, they shall be determined by arbitration under the rules of the American Arbitration Association. The grantor shall be notified before any sand and gravel from said Lands is sold or processed. This reservation of royalties does not apply to any cuts, fills or other grading of the said Lands incidental to their development for any purpose other than sand and gravel mining, so long as no sand or gravel is sold or processed.

Affects: Portions of said premises.

(continued)

4. Exceptions and reservations contained in deed, as modified:

From:	Weyerhaeuser Company
Recorded:	January 2, 1987
Recording number:	<u>8701020874</u>

Modification recorded under recording number 9704090274.

As follows:

(1) The grantor (Weyerhaeuser Company) hereby expressly saves, excepts and reserves out of the Grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all ores and minerals of any nature whatsoever, not previously reserved, in or upon said Lands including, but not limited to, coal, lignite, oil and gas, Peat, Including Coal Seam Gas, together with the right to enter upon said Lands for the purpose of exploring the same for such geothermal resources, ores and minerals, and to occupy and make use of so much of the surface of said Lands as may be reasonably necessary for said purposes; provided, the grantee and grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said lands, to the crops or to the improvements thereoncaused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the grantor shall not be postponed or delayed so long as grantor is making reasonable efforts to agree uponor have determined such just and reasonable compensation. However, the grantor will release all rights under this reservation to use or occupy the surface, or to excavate or tunnel within 500 vertical feet of the surface of said Lands. (2) The grantor (Weyerhaeuser Company) also hereby expressly saves, excepts and reserves, unto itself, it successors and assigns, forever, a royalty on any sand and gravel that may be recovered from said land and (A) sold or (B) used for any purposes requiring washing, sorting, crushing or other processing. If the grantee or its successors or assigns negotiates an arms length transaction under which an independent third party pays royalties at fair market rates for sand and/or gravel recovered from the property, the grantor's reserved royalty shall be 80% of what a fair market rovalty would have been based on rovalties being Obtained by Landowners for Similar Resources being Recovered in the puget sound region. If the parties are unable to agree on such royalties, they shall be determined by arbitration under the rules of the American Arbitration Association. The grantor shall be notified before any sand and gravel from said Lands is sold or processed. This reservation of royalties does not apply to any cuts, fills or other grading of the said Lands incidental to their development for any purpose other than sand and gravel mining, so long as no sand or gravel is sold or processed.

Affects: Portions of said premises.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy
Purpose:	Aerial overhang
Recording Date:	February 21, 1989
Recording No.:	8902210223
Affects:	Portion of said premises

Said easement amended by instrument recorded under recording number 20030829003580.

Item 2.

SCHEDULE B

(continued)

6. Agreement and the terms and conditions thereof:

Between:	City of Snoqualmie
And:	Snoqualmie Ridge Associates
Recorded:	November 16, 1990
Recording number:	<u>9011160085</u>
Regarding:	Pre-Annexation Agreement

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Power & Light Company
Purpose:	Building set back zone
Recording Date:	November 10, 1994
Recording No.:	<u>9411102137</u>
Affects:	Portion of said premises

8. Agreement and the terms and conditions thereof:

Between:	Snoqualmie Valley School District No. 410
And:	Weyerhaeuser Real Estate Company
Recorded:	July 11, 1995
Recording number:	9507110866
Regarding:	Mitigation Agreement

Said agreement has been modified by amendment recorded under recording number 9604111255

Said agreement has been modified by amendment recorded under recording number 9612120597.

Said agreement has been modified by amendment recorded under recording number 20020809001317.

9. Conditions, covenants and restrictions contained in notice re mixed use final plan for Snoqualmie Ridge:

Recorded:	July 30, 1996
Recording number:	<u>9607300508</u>

10. Declaration of Covenants, conditions and restrictions establishing permanent open space:

Recorded:	November 15, 1996
Recording number:	<u>9611151614</u>

11. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Snoqualmie Short Subdivision No. 96-02:

Recording No: 9704079002

12. Notice of timber reservation, and the terms and conditions thereof, recorded under recording number 9704250997.

Item 2.

SCHEDULE B

(continued)

13. Covenants, conditions, restrictions, easements and liability for assessments contained in instrument:

Recorded:April 25, 1997Recording number:9704250998

Pursuant to instrument recorded under recording number 9906070846, the covenants recorded under recording number 9711181679 were terminated and the covenants recorded under <u>recording number 9704250998</u> were reinstated.

Amendment and/or modification(s) of said restrictions recorded under recording number(s): 19990713002070, 19991027000922, 19991115001487, 20000314001537,20000314001538, 20000907001328, 20010130000828, 20010725001425,20020425000649, 20021219002580, 20030305001810, 20031006000004, 20031203001576, 20031218001918, 20040317001141, 20040922000916, 20050812000958, 20050825000527, 20060113000018, 20070329000920 and 20081008000529.

An assignment of declarant rights under said covenant, condition and restrictions from Weyerhaeuser Real Estate Company to the Quadrant Corporation was recorded January 8, 2002 under <u>recording number 20020108002826</u>.

A memorandum of said restrictive covenants was recorded under recording number 20051110001407.

An assignment of declarant rights under said covenants, conditions and restrictions for Snoqualmie Ridge residential property from the Quadrant Corporation, a Washington Corporation, to Centex Homes, a Nevada general partnership, was recorded March 31, 2011 under recording number 20110331001559.

14. Agreement and the terms and conditions thereof:

Between:	Weyerhaeuser Real Estate Company
And:	City of Snoqualmie
Recorded:	November 18, 1997
Recording number:	<u>9711181684</u>
Regarding:	Developer Extension Agreement

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Snoqualmie
Purpose:	Drainage and utilities
Recording Date:	November 18, 1997
Recording No.:	<u>9711181686</u>
Affects:	Portion of said premises

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Snoqualmie
Purpose:	Storm drainage facilities and access thereto
Recording Date:	November 18, 1997
Recording No.:	<u>9711181687</u>
Affects:	Portion of said premises

(continued)

17. Agreement and the terms and conditions thereof:

Between:	Weyerhaeuser Real Estate Company
And:	The City of Snoqualmie
Recorded:	November 26, 1997
Recording number:	9711262576
Regarding:	Developer Extension Agreement

18. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Short Plat:

Recording No: 9712099007

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Snoqualmie
Purpose:	Emergency access road
Recording Date:	February 24, 1998
Recording No.:	9802241277
Affects:	Portion of said premises

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Snoqualmie
Purpose:	Utilities
Recording Date:	February 27, 1998
Recording No.:	9802272283
Affects:	Portion of said premises

Said easement also appears of record under instrument recorded under recording number 9803101566.

21. Covenants, conditions, restrictions, easements and liability for assessments contained in instrument:

Recorded:	July 21, 1998
Recording number:	<u>9807201530</u>

Amendment and/or modification(s) of said restrictions recorded under recording number(s): 9811122002, 9811170662, 9812162824, 19991115001488, 20000419000085, 20000907001329, 20010130000829, 20011116001490,20021219002579, 20030305001811 and 20050812000959

An assignment of declarant rights under said covenant, condition and restrictions from Weyerhaeuser Real Estate Company to the Quadrant Corporation was recorded January 8, 2002 under <u>recording number 20020108002828</u>.

Item 2.

SCHEDULE B

(continued)

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Grantee:Puget Sound EnergyPurpose:Electric transmission and/or distribution systemArea affected:Portion of said premisesRecorded:December 4, 1998Recording number:9812041255

Contains covenant prohibiting structures over said easement or other activities which might endanger the underground system.

Said easement is a re-recording of easement recorded under recording numbers 9709261134 and 9707111066.

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Power & Light Company
Purpose:	Parkway trail lighting
Recording Date:	April 14, 1999
Recording No.:	<u>9904143176</u>
Affects:	Portion of said premises

Said easement includes a temporary construction easement.

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Snoqualmie
Purpose:	Cut and fill slopes and other structural facilities
Recording Date:	April 14, 1999
Recording No.:	<u>9904143184</u>
Affects: Portior	of said premises

Said easement has been modified by first amendment recorded under recording number 20001024001076.

Said easement has been modified by instrument recorded under recording number 20020821000739.

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, and the terms and conditions thereof, including a covenant to bear part or all of the cost of construction or repair of an easement for landscaping over adjacent property, all as granted in a document:

 Purpose:
 Ingress and egress to and for maintenance, repair, replacement and inspection of crib wall

 Recording Date:
 February 11, 2000

 Recording No.:
 20000211001363

 Affects:
 Southerly portion of said premises

Said instrument is a re-recording of instrument recorded under recording number 19991208001024.

Item 2.

SCHEDULE B

(continued)

26. Agreement and the terms and conditions thereof:

Between:	Weyerhaeuser Real Estate Company
And:	Summit Cablevision L P
Recorded:	March 20, 2000
Recording number:	2000032000622
Regarding:	Lease and Right to Use Existing and future easements for Conduit System

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy and other utilities serving Snoqualmie Ridge
Purpose:	Telephone, cable and other utilities
Recording Date:	January 30, 2001
Recording No.:	20010130000830
Affects:	Portion of said premises

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	United States of America
Purpose:	Access road
Recording Date:	April 12, 2001
Recording No.:	20010412001375
Affects:	Portion of said premises

29. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Snoqualmie Short Subdivision No. SP 01-03:

Recording No: 20020103900018

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as shown in a document:

Purpose: Permanent utility and temporary access Area affected: Portion of said premises Recorded: January 8, 2002 Recording number: 20020108002835

31. Covenant contained in Instrument:

Recorded:	August 29, 2003
Recording number:	20030829003580
Regarding:	25 foot no structure setback area

SCHEDULE B

(continued)

32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Snoqualmie
Purpose:	Tree maintenance
Recording Date:	May 21, 2004
Recording No.:	20040521000066
Affects:	Portion of said premises

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Snoqualmie
Purpose:	Storm drainage facilities
Recording Date:	October 27, 2004
Recording No.:	<u>20041027000037</u>
Area affected:	Portion of said premises

34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The Quadrant Corporation
Purpose:	Storm drainage facilities
Recording Date:	October 27, 2004
Recording No.:	20041027000038
Affects:	Portion of said premises

35. Easement and the terms and conditions thereof:

Purpose:	Landscaping
Area affected:	Portion of said premises
Recorded:	August 25, 2005
Recording No.:	<u>20050825001608</u>

36. Matters contained in that certain document

Entitled:	Declaration of Tree Maintenance Covenant
Dated:	February 9, 2004
Executed by:	Snoqualmie Ridge Golf Club, LLC
Recording Date:	March 27, 2006
Recording No.:	<u>20060327002224</u>

37. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	CCG SPV I, LLC, a Delaware Limited Liability Company
Purpose:	Telecommunications facilities
Recording Date:	June 29, 2012
Recording No.:	20120629002034
Affects:	Portion of said premises as described in document

(continued)

38. Communications Site Agreement(s), including the terms and provisons thereof, disclosed by Assignment and Assumption of Lease and/or Rents:

Agreement 1:

Grantor:	Brightstar Golf Snoqualmie, LLC, as successor in interest to The Quadrant Corporation, as
	successor in interest to Weyerhaeuser Real Estate Company
Grantee:	Seattle SMSA Limited Partnership, dba Verizon Wireless

Agreement 2:

Grantor: CCG SPV I, LLC, as successor in interest to Brightstar Golf Snoqualmie, LLC, as successor in interest to Snoqualmie Ridge Golf Club, LLC
 Grantee: New Cingular Wireless PCS, LLC, as successor in interest to Pacific Bell Wireless, Northwest, LLC, d/b/a Cingular Wireless

Agreement 2 was also disclosed by Memorandum of Second Amendment to Communications Site Agreement recorded under <u>Recording No. 20120906000062</u>.

Grantor's interest in said Agreement(s) is held by CCG SPV I, LLC, a Delaware limited liability company, pursuant to said Assignment and Assumption of Lease and/or Rents recorded under <u>recording number 20120629002035</u>.

39. Communications Site Agreement, including the terms and conditions thereof:

User: Voicestream Pcs III Corporation, a Delaware Corporation Dated: June 11, 2001

As disclosed by recital on Statutory Warranty Deed recorded under recording number 20130801001564.

40. Declaration of Covenant regarding Tree Retention within Snoqualmie Ridge Golf Course, including the terms and provisions thereof:

Recorded:December 8, 2015Recording number:20151208000653

Said declaration is a rerecording of declaration recorded under <u>recording number 20020621001421</u>.

41. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.:	1785-001-019
Dated:	October 29, 2019, and last revised December 20, 2019
Prepared by:	ESM Consulting Engineers
Matters shown:	Encroachment of Landscaping and related materials along the boundary between said
•	ng properties and possible claims of adverse possession by either the golf course ownership perty owners related thereto.

(continued)

42. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2023
Tax Account No.:	252407-9001-06
Levy Code:	2277
Assessed Value-Land:	\$4,034,700.00
Assessed Value-Improvements:	\$7,748,800.00

General and Special Taxes:	
Billed:	\$102,886.82
Paid:	\$102,886.82
Unpaid:	\$0.00

43. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.
 Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at <u>CapChargeEscrow@kingcounty.gov.</u>

* A map showing sewer service area boundaries and incorporated areas can be found at: http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

44. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

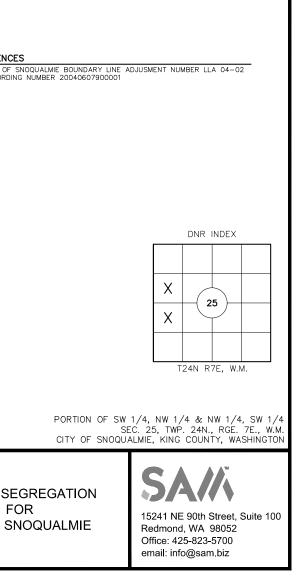
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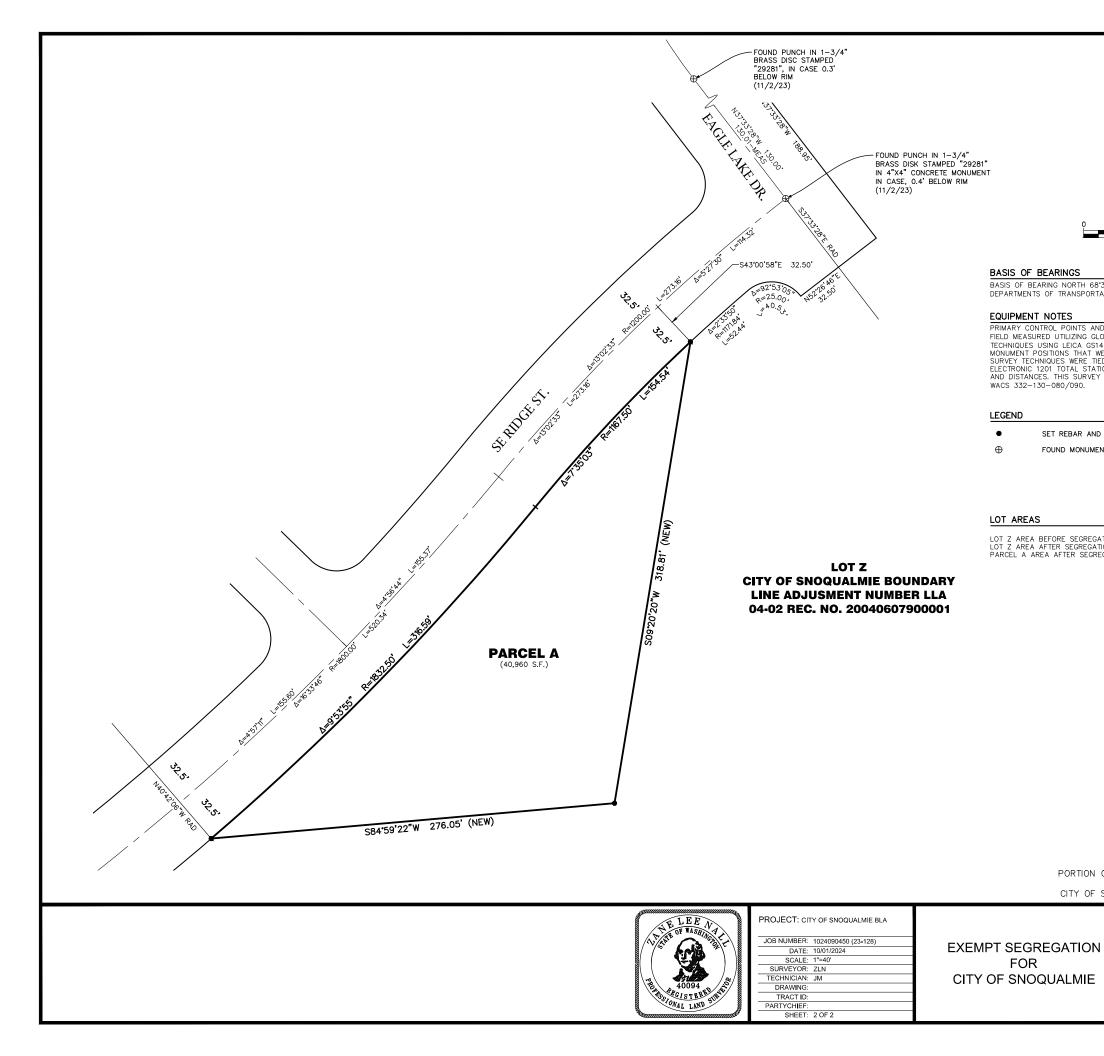


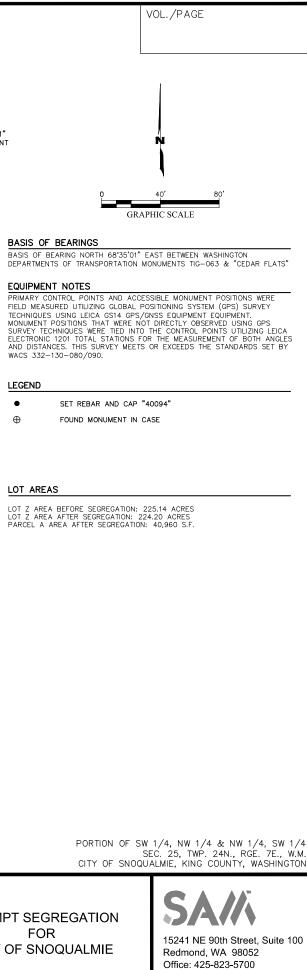
Ехнівіт Е

EXEMPT SUBDIVISION MAP

SNOQUALMIE	KING COUNTY, WASHINGTON	LEGAL DESCRIPTION-PRIOR TO SEGREGATION	LEGAL DESCRIPTION-AFTER SEGREGATION
	EXEMPT SEGREGATION NO	LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26). AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THOSE PORTIONS OF SAID LOT Z CONVEYED TO THE CITY OF	PARCEL A THAT PORTION OF LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
OWNERS DO HEREBY MAKE AN SMC 16.04.030.D, AND DECL. REPRESENTATION OF THE SAM THE FREE CONSENT AND IN A CV ARCIS VII LLC, A DELAWAF BY: ITS: CITY OF SNOQUALMIE, A WASH	E PRESENTS THAT WE, THE UNDERSIGNED N EXEMPT SEGREGATION THEREOF PURSUANT TO ARE THIS SEGREGATION TO BE THE GRAPHIC ME, AND THAT SAID SEOREGATION IS MADE WITH ACCORDANCE WITH THE DESIRE OF THE OWNERS RE LIMITED LIABILITY COMPANY HINGTON MUNICIPAL CORPORATION	SNOQUALME BY DEEDS RECORDED UNDER RECORDING NUMBERS 20070719000221 AND 20070720000283.	BEGINNING AT THE INTERSECTION OF EAGLE LAKE DRIVE AND SE RIDGE STREET, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37'33'28" EAST; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE CURVE, THROUGH A CENTRAL ANGLE OF 5'27'30", AN ARC DISTANCE OF 114.32 FFET; THENCE SOUTH 43'00'58" EAST 32.50 FEET TO THE SOUTHEASTERLY MARGIN OF SE RIDGE ST AND THE POINT OF BEGINNING; THENCE SOUTH 09'20'20" WEST 31.81 FEET; THENCE SOUTH 84'59'22" WEST 276.05 FEET TO THE SOUTHEASTERLY MARGIN OF SAID SE RIDGE ST, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1832.50 FEET, THE CENTER OF WHICH BEARS NORTH 40'42'06 A" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN. THROUGH A CENTRAL ANGLE OF 9'53'55", AN ARC DISTANCE OF 316.59 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 7'35'03", AN ARC DISTANCE OF 154.54 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 7'35'03", AN ARC DISTANCE OF 154.54 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF
BY: ITS: ACKNOWLEDGEMENT			PARCEL Z LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26. TOWNSHIP 24 NORTH, RANGE 7 EAST.
STATE OF COUNTY OF I CERTIFY THAT I KNOW OR H)) SS) HAVE SATISFACTORY EVIDENCE THAT INSTRUMENT, ON OATH STATED THAT (HE/SHE)		WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THOSE PORTIONS OF SAID LOT Z CONVEYED TO THE CITY OF SNOQUALMIE BY DEEDS RECORDED UNDER RECORDING NUMBERS 20070719000221 AND 20070720000283.
WAS AUTHORIZED TO EXECUTE OF FREE AND VOLUNTARY ACT O USES AND PURPOSES MENTION DATED	E THE INSTRUMENT AS THE AND ACKNOWLEDGED IT TO BE THE F SUCH AND ACKNOWLEDGED IT TO BE THE NED IN THE INSTRUMENT. FOR THE		EXCEPT THAT PORTION OF LOT Z DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF EAGLE LAKE DRIVE AND SE RIDGE STREET, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37'33'28" EAST;
PRINT NAME: NOTARY PUBLIC IN AND FOR OF	THE STATE		THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE CURVE, THROUGH A CENTRAL ANGLE OF 522730", AN ARC DISTANCE OF 114.32 FEET; THENCE SOUTH 43'00'58" EAST 32.50 FEET TO THE SOUTHEASTERLY MARGIN OF SE RIDGE ST AND THE POINT OF BEGINNING; THENCE SOUTH 09'20'20" WEST 318.81 FEET;
MY COMMISSION EXPIRES			THENCE SOUTH 84/59/22 WEST 276.05 FEET TO THE SOUTHEASTERLY MARGIN OF SAID SE RIDGE ST, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1832.50 FEET, THE CENTER OF WHICH BEARS NORTH 40/42/06 WEST;
	COFORMITY WITH CURRENT LAND USE CONTROLS ROVAL HAVE BEEN FULFILLED OR PROVIDED FOR.		THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 9'53'55", AN ARC DISTANCE OF 316.59 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A
AND ALL CONDITIONS OF APP	RUVAL HAVE BEEN FULFILLED OR PROVIDED FOR.		CENTRAL ANGLE OF 7'35'03", AN ARC DISTANCE OF 154.54 FEET TO THE POINT OF BEGINNING.
DIRECTOR OF COMMUNITY DEV	/ELOMENT DATE		
ATTEST:MAYOR	CITY CLERK		
EXAMINED AND APPROVED TH	IS DAY OF, 2024		
CITY ENGINEER			7
NO DELINQUENT SPECIAL ASSI COLLECTION, AND THAT ALL S FOR COLLECTION ON ANY OF	PROPERTY TAXES ARE PAID, THAT THERE ARE ESSMENTS CERTIFIED TO THIS OFFICE FOR SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE THE PROPERTY HEREIN CONTAINED, DEDICATED R OTHER PUBLIC USE ARE PAID IN FULL.	RECORDER'S CERTIFICATE: NO	
CITY CLERK	DATE	MANAGER SUPT. OF RECORDS	
KING COUNTY DEPARTM	ENT OF ASSESSMENTS	SURVEYOR'S CERTIFICATE	
EXAMINED AND APPROVED TH	IIS DAY OF 2024.	THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR ONDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CITY OF SNOQUALMIE IN JULY 2024.	JOB NUMBER: 1024090450 (23-128) DATE: 10/01/2024 EX
			SCALE: N/A SURVEYOR: ZLN TECHNICIAN: JM







email: info@sam.biz



RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT

Prepared for City of Snoqualmie

October 2023 SNQ 22-0187



Prepared by: RH2 Engineering, Inc. 22722 29th Drive SE, Suite 210 Bothell, WA 98021 1.800.720.8052 / rh2.com

October 2023

Prepared by RH2 Engineering, Inc.

Prepared for City of Snoqualmie

Note: This Engineering Report was completed under the direct supervision of the following Licensed Professional Engineers registered in the State of Washington.

Sincerely,

RH2 ENGINEERING, INC.



Signed: 10/06/2023

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Appendix A – SEPA Checklist

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Engineering Report

Introduction

This Engineering Report (Report) evaluates alternatives for the City of Snoqualmie (City) to improve its reclaimed water distribution system to meet the requirements of the Washington State Department of Ecology's (Ecology) Reclaimed Water Rule and to comply with Permit Section R8.A.1 of the City's current Reclaimed Water Permit. This Report includes the reclaimed water system alternatives analysis and the preliminary design of the preferred alternative.

Background

The City owns and operates a potable water system, a sanitary sewer system, and a reclaimed water system. The reclaimed water supply and distribution system finished construction in 1999. The City's Water Reclamation Facility (WRF) supplies Class A reclaimed water to Eagle Lake, where it is stored as irrigation supply for City-supplied customers and the Snoqualmie Ridge Golf Course (Golf Course). City customers are supplied irrigation water from the City owned Irrigation Pump Station (IPS) located near Eagle Lake. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations. **Figure 1** shows the reclaimed water transmission main from the WRF to Eagle Lake, as well as the City's reclaimed water system irrigation areas.

In 2021, Ecology issued the City's updated National Pollutant Discharge Elimination System (Permit) Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule, Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The purpose of this Report is to analyze alternatives and propose reclaimed water system improvements to fulfill Permit Section R8.A.1 submittal requirements. The use of reclaimed water is necessary to help meet the growing need for clean water for beneficial use. It is RH2 Engineering, Inc., (RH2) and the City's understanding that the goal of the Reclaimed Water Rule and the Permit, as it pertains to the City's Class A reclaimed water irrigation system, is to prevent degradation of reclaimed water quality from other sources.

The existing City irrigation system is a non-expanding reclaimed water system. At this time, the City has no intention to increase the service area or number of customers that receive reclaimed water.

Historical Irrigation Usage

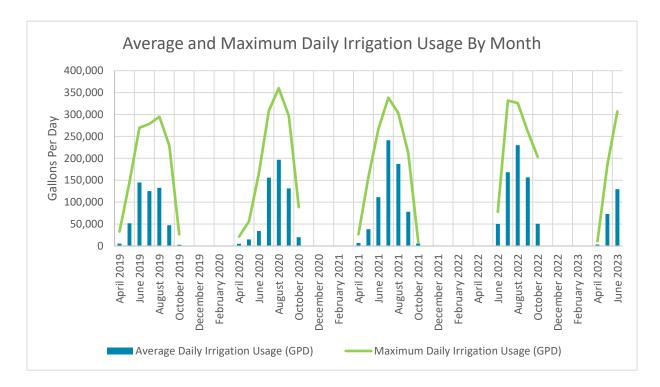
Currently, reclaimed water is produced at the WRF, sent to Eagle Lake via the Reclaimed Water Transmission Main, and then pumped from the IPS to the City's irrigation distribution system. The municipal side of the IPS has three pumps that supply a 10-inch pipeline that connects to

the City's irrigation distribution system. **Table 1** shows the existing pumps' capacity, total dynamic head, and horsepower.

Pump Quantity and Type	Pump Capacity (gpm)	Total Dynamic Head (ft)	Horsepower	
(2) Vertical Turbine Pumps	500	400	75	
(1) Jockey Pump	40	600	7.5	

Table 1		
Existing Municipal Irrigation Pumps		

Historically, the City supplied Eagle Lake from two sources; Class A reclaimed water from the City's WRF, and water from the City's potable water system. In 2019, the City transitioned to using only reclaimed water for irrigation to help conserve potable water for beneficial use. **Figure 2** shows the average and maximum daily irrigation use for each month from April 2019 to June 2023 during irrigation season. During the 2019 through 2022 irrigation seasons, the average volume of irrigation water used for the City's irrigation system was 17.9 million gallons (MG) per year. This is not total reclaimed water supply to Eagle Lake or does it include supply to the Golf Course irrigation system.



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Figure 2 Average and Maximum Daily Irrigation Usage per Month

The existing City irrigation system controller is a Rain Bird Maxicom Central Control System with meters to the various points of connection to bill customers. This Maxicom system controls irrigation of City areas overnight between the hours of 10 PM and 6 AM. **Table 2** summarizes the daily irrigation water demands.

Condition	Criteria	Gallons
Average Daily Demand	Average Day Production in July and August 2019-2022	180,000
Maximum Daily Demand	Maximum Day Production from 2019-2022	360,000
Maximum Daily Irrigation Pump Capacity	Eagle Lake Pump Station capacity with two 500 gallons per minute (gpm) pumps continuously running for 8 hours each night	480,000

Table 2 City Irrigation Demands Summary

The City contracts with Extended Range Forecasting Company, Inc., (ERF, aka Water Management Group, Inc.) to manage the irrigation system. The irrigation system piping varies throughout distribution, and there are multiple pressure regulating valves which reduce pressure to the zone of application. The jockey pump operates intermittently to maintain a pressure setpoint within the system, a minimum of 70 pounds per square inch (psi).

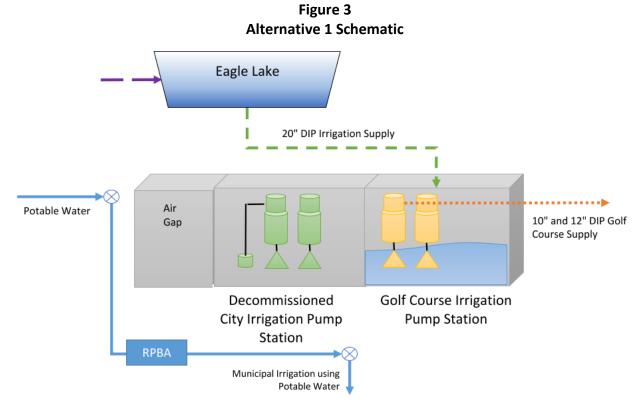
Alternatives Analysis

Ecology is requiring that the City's irrigation system be separated from Eagle Lake so that it does not pump water that is comingled with other potential water sources. In addition, the Reclaimed Water Rule requires that any Class A reclaimed water generator or distributor must maintain a free chlorine residual greater than 0.2 milligrams per liter (mg/L) or a total chlorine residual greater than 0.5 mg/L "...from the facility to the point of use to prevent biological growth, prevent deterioration of reclaimed water quality, and to protect public health." (WAC 173-219-370(1)). RH2 evaluated two distribution system improvement alternatives to comply with these regulations. Alternative 1 would transition the City's entire municipal irrigation supply downstream of the IPS to potable water, which inherently has a chlorine residual. Alternative 2 would construct a closed reservoir to store and separate reclaimed water generated by the WRF from the Golf Course's Eagle Lake. This alternative would either have a permanent chlorination system for disinfection or have appurtenances to implement emergency chlorination.

Alternative 1: Transition Irrigation Customers to Potable Supply

Alternative 1 would transition existing irrigation customers from reclaimed water to potable water. This can be accomplished by bypassing the IPS altogether and connecting the existing potable water supply directly to the 10-inch ductile iron pipe (DIP) municipal irrigation main. Piping associated with the municipal reclaimed IPS would be cut and capped. The existing 4-inch-diameter potable supply pipeline may need to be upsized to accommodate the new connection. A reduced pressure backflow assembly (RPBA) would be installed to prevent a cross connection to the domestic water system. The pipeline would be equipped with control valves

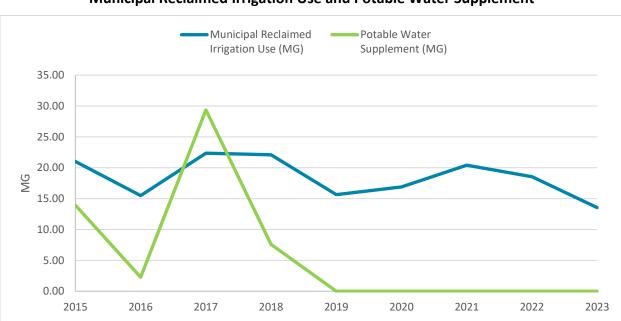
to regulate flow and a flow meter with a telemetry connection to allow the City to monitor water use. **Figure 3** shows a schematic of this alternative.



The City's Water Use Efficiency (WUE) Program, in accordance with the WUE Rule in the Municipal Water Supply – Efficiency Requirements Act, is helping to curtail excess potable water demands. Prior to 2019, potable water was used occasionally to supplement reclaimed water for irrigation. Since 2019, the City has not supplemented reclaimed water demands with potable water. **Figure 4** shows the historical annual municipal reclaimed water irrigation usage and potable water to potable water will result in higher potable water usage for irrigation. This will result in higher potable water usage for irrigation and may result in greater burden to water supply which has not been accounted for in water system planning.

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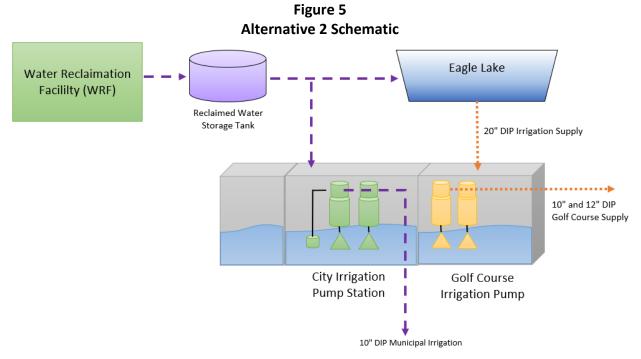
Municipal Reclaimed Irrigation Use and Potable Water Supplement

Converting the City's irrigation supply to potable water also will cause an increase in prices for City customers currently billed for reclaimed water. Per City Ordinance 1187, the rate for retail customers of the municipal irrigation system for reclaimed water is a flat rate (based on the percent of total zones a customer owns) plus a volumetric rate of \$3.21 per 100 cubic feet (ccf) in 2023. The commercial water/potable irrigation rate is a flat rate (based on the size of the customer's water meter) plus a volumetric rate of \$4.09/ccf in 2023 (assuming the usage falls within 300 to 801 ccf). Therefore, transitioning customers from reclaimed water to potable water would result in a cost increase of \$0.88/ccf in 2023.

The Water System Plan (WSP) details future water rights and source capacity limitations. Table 6-3 of the WSP shows that instantaneous water rights would be deficient by 2040 even factoring Water Use Efficiency (WUE). Table 7-2 of the WSP shows that projected water source capacity would be deficient by 2030. Due to the City's population growth, limited water rights, and customer cost impacts, potable water is not a viable long-term solution for the City to comply with the Reclaimed Water Rule.

Alternative 2: Separation of City Reclaimed Water Irrigation **System**

Alternative 2 consists of constructing a new reclaimed water reservoir. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the municipal irrigation system. This alternative would provide the City with complete control of the reclaimed water quantity and quality as it leaves the WRF. Eagle Lake would continue to be supplied with reclaimed water for use by the Golf Course. Figure 5 shows a schematic of this alternative.



Alternative 2A: Reclaimed Water Reservoir with Chlorination

To maintain a chlorine residual per WAC 173-219-370, a chlorination system would inject sodium hypochlorite into the City's irrigation pump station discharge as the water is pumped to the municipal irrigation distribution system. The disinfection infrastructure would include a bulk sodium hypochlorite chemical storage and feed system, chlorine residual analyzers in the irrigation distribution system at key locations (to ensure a residual greater than 0.2 mg/L free chlorine or greater than 0.5 mg/L total chlorine), and electrical and control improvements.

The disadvantages of chlorinating reclaimed water not only include the additional capital and operational costs for the chemical feed system, but also the challenges and labor required to maintain a chlorine residual in this type of distribution system. As shown in **Figure 1**, unlike a potable water distribution system that typically loops fresh water throughout a system, the reclaimed water distribution system consists of a 10-inch-diameter transmission main to Eagle Lake and a branching network of irrigation lines from the pump station. This results in many dead-end, small diameter pipelines, each with their own extended water age issues. It would be challenging to monitor the various extents of the irrigation zones for chlorine residual. It would be even more challenging to consistently maintain a healthy chlorine residual in an intermittent system that only operates overnight and is dormant for most of the day. A fully looped irrigation system would require a complete rebuild of this distribution system.

Alternative 2B: Reclaimed Water Reservoir without Chlorination

WAC 173-219-370 allows for the distribution chlorine residual requirement to be waived or modified if the reclaimed water generator can demonstrate a benefit from reducing or eliminating the chlorine residual. The City previously requested a distribution chlorine residual waiver in a December 2015 Engineering Report under the condition that the chlorination disinfection system be maintained to either mitigate biological growth within the irrigation distribution system or provide disinfection in the event the ultraviolet (UV) disinfection system

cannot meet reclaimed water standards. In 2019, the City received formal approval from Ecology and the Washington State Department of Health (DOH) to waive the distribution chlorine residual requirement for the UV application. The City is requesting that Ecology and DOH continue to waive the distribution chlorine residual requirement for the proposed application of completely separating Eagle Lake from the municipal irrigation system by constructing a reclaimed water reservoir. The many benefits of not chlorinating the City's reclaimed water include the issues referenced previously. City operations staff would not need to operate and maintain the chlorine storage and feed equipment or monitor chlorine residual throughout the various dead-end irrigation zones overnight during the hours of irrigation.

One of the strongest reasons to not chlorinate is that the City has been operating this irrigation system for more than two decades without any recorded violations or public health concerns regarding the use of reclaimed irrigation water. The City has complete control of the irrigation system, there are no unauthorized users of the reclaimed water system, and the late-night hours of operation limit human exposure to the Class A reclaimed water. Augmenting this water with a chlorine residual would require extensive additional maintenance for City staff with minimal health benefit.

To provide disinfection flexibility, the City can keep the WRF reclaimed water pump discharge chemical injection point available if sodium hypochlorite is ever needed to sanitize the irrigation distribution system in an emergency. The City previously chlorinated Class A reclaimed water before the UV light disinfection system was implemented at the WRF.

Recommendation

Separating the City's reclaimed water allotment from Eagle Lake by installing a new closed water reservoir is the best solution to meet the updated Permit requirements. This will allow the City to have full control of the quality of reclaimed water generated by the WRF. Maintenance of a chlorine residual to comply with WAC 176-219-370 may require rebuilding the City's entire irrigation distribution system, as well as extensive operator labor to maintain and operate a chlorine storage and injection system and monitor chlorine residuals in dead-end zones overnight. The non-looped irrigation distribution system may not feasibly sustain a chlorine residual due to extensive water quality issues within dead-end pipes. The effort required for maintaining this residual has minimal benefit since the City has had no reported public health issues with humans interacting with this reclaimed irrigation water since 1999 when construction was completed. It would be challenging to estimate the costs of chlorinating reclaimed water while upgrading the reclaimed water distribution system to ensure a persistent chlorine residual. The City is formally requesting Ecology waive the requirement of maintaining a chlorine residual as outlined in WAC 173-219-370, since separation through a proposed reclaimed water reservoir will meet the intent of the NPDES Permit.

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Reclaimed Water Reservoir Preliminary Design

Reservoir Sizing

The reservoir will be sized to provide at least enough storage to meet the maximum day demand of the existing system over the 8 hour irrigation period. The irrigation period is from 10 PM to 6 AM and most reclaimed water is produced during the day. **Table 3** shows the basis of design for the reservoir's volume.

Condition	Criteria	Design Usage (gal)
Average Daily Demand	Average Day Demand (During Peak Irrigation Season)	180,000
Minimum Storage Volume	1.5 x Average Day Demand (per Reclaimed Water Facilities Manual)	270,000
Maximum Daily Storage Volume	Maximum Production from 2019-2022	360,000
Conservative Maximum Daily Storage Volume	Maximum Production with a 10% Safety Factor	400,000
Maximum IPS Pumping Condition	Eagle Lake Pump Station capacity with two 500 gpm pumps continuously running for 8 hours each night	480,000

Table 3Reclaimed Water Reservoir Volume Basis of Design

The proposed reservoir should be sized to store approximately 400,000 gallons to provide some conservatism for the maximum daily volume. The exact size will be determined in a future phase of this project.

Reservoir Location

The proposed reclaimed water reservoir will be constructed along the reclaimed water transmission main that currently runs from the WRF to Eagle Lake. Reclaimed water will flow from the reservoir to the IPS and bypass Eagle Lake. A new control structure and clearwell also will need to be installed at the IPS. Figure 6 provides six possible sites for the proposed reservoir. Sites 1 and 2 are preferable as they are out of the neighborhood's public view; however, they are both within Bonneville Power Administration's (BPA) easement and would require additional coordination and permitting prior to construction. If the BPA permitting timeline would prevent the tank from being constructed and operational by June 30, 2026, then Site 3 or 4 should be selected. Site 3 is within view of the Golf Course and many homeowners; therefore, it would require additional coordination with these stakeholders. Site 4 is at the WRF. This site would simplify operations and maintenance; however, due to hydraulic constraints, a reservoir at the WRF would have to be very shallow and would be significantly more expensive than the other sites. Site 5 would require constructing an additional clarifier at the WRF and utilizing it as a reclaimed water reservoir until City growth requires it to function as a clarifier to increase WRF treatment capacity. This option was eliminated as it is significantly more expensive than sites 1-3 and once a third clarifier is needed at the WRF, another reclaimed water reservoir also would be necessary. Site 6 is next to the IPS. This site was

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eliminated due to the large number of existing utilities in the area. **Planning-Level Capital Costs** for all six sites are presented later in this Report.

Reservoir Access

The site will be developed to allow for large vehicles to drive to the infrastructure for any future work. The reservoir will be buried or partially buried depending on the selected location. There will be a single roof access hatch that will be a minimum of 30 inches in diameter for interior access and transport of any maintenance equipment inside the reservoir. The interior access ladder will be stainless steel and equipped with a safety climb system. The reservoir will be designed to prevent any stormwater intrusion to maintain the water quality of the reclaimed water.

Reservoir Mechanical

A control structure or mechanical piping system will be designed in a future phase of this project to split reclaimed water flows to the reservoir and to Eagle Lake. Due to the volume differences between the reservoir and Eagle Lake, the intent of the control structure would be to prioritize filling the reservoir first. The reservoir inlet pipe will be ductile iron outside of the reservoir, stainless steel under and through the reservoir foundation, and coated steel within the reservoir. The inlet pipe sizing and location will be determined during future phases of the project.

The separate outlet pipe also will be coated steel pipe inside the reservoir, stainless steel piping through the reservoir, and ductile iron piping outside the reservoir. There also will be new ductile iron piping from the reservoir outlet to the City's municipal irrigation pump station clearwell. The outlet pipe sizing will be determined during future phases of the project.

The reservoir control structure would direct any reservoir overflow water to Eagle Lake. This will be designed during future phases of the project. Reservoir drainage will also be determined during the design phase of the project and will account for the partially buried or completely buried structure, likely through piping or an accessory structure.

All pipes entering or leaving the reservoir will have expansion joints to allow for differential settling without putting strain on the pipes.

The reservoir will have one roof vent to move air during normal operation and provide vacuum protection for a major drawdown event. The vent system will be confirmed during the design phase of the project.

Reservoir Electrical, Telemetry, and Lighting

The reservoir instrumentation will communicate with the City's Supervisory Control and Data Acquisition (SCADA) system through fiber optic lines. The location of the existing wiring that can be extended to the site will be evaluated during future phases of the project.

The SCADA system at the reservoir site will monitor reservoir levels, notify staff of access hatch intrusion, and notify the City if there is an overflow event. Updates to the telemetry system at

the IPS will allow City operators to monitor and control water levels in Eagle Lake and the bypass control structure.

The reservoir will have site lighting to help facilitate City staff to access the reservoir anytime throughout the day. Additional security measures will be determined during future phases of the project.

Operations and Maintenance Considerations

City WRF staff would operate and maintain the proposed reservoir and control structure, but the required labor is expected to be minimal due to the passive nature of these distribution system improvements.

If irrigation water is required in early spring before the WRF starts producing Class A reclaimed water regularly, then the irrigation system should be configured to be supplemented with potable water through an air gap or an approved backflow prevention device for potable cross-connection control.

The City can plan on shock chlorinating the transmission main, reservoir, and pipeline routinely as a maintenance procedure to ensure sanitary conditions at the start of each irrigation season. The emergency chlorination injection point can be activated for this activity. At the end of each irrigation season, the irrigation distribution system can be flushed and drained as much as possible.

Once construction of the reclaimed water reservoir is complete, the City will update its *Reclaimed Water Operations and Maintenance Manual* per the NPDES Permit requirements. This will include shock chlorination and flushing protocols for the reclaimed water distribution system, updates to the sign maintenance program, and cross-connection control maintenance activities, such as proper backflow prevention assembly testing protocols.

Planning-Level Capital Costs

This section summarizes the capital costs of the reclaimed water storage tank alternatives presented in **Figure 6**. **Table 4** presents an opinion of probable construction and overall project costs for a proposed reservoir on Sites 1 through 3, as these three sites have similar capital costs related to being undeveloped with minimal existing infrastructure and utilities. **Table 5** presents an opinion of probable cost for Site 4, which is significantly higher than Sites 1, 2, and 3 due to the shallow and wide geometry of the proposed tank to make the WRF location feasible. **Table 6** presents an opinion of probable cost for Site 7 presents an opinion of probable cost for Site 6, which locates the proposed reservoir. **Table 7** presents an opinion of probable cost for Site 6, which locates the proposed reservoir directly adjacent to the IPS. Costs and contingencies will be further refined during future phases of the project.

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Table 4

Engineer's Opinion of Probable Capital Cost for Sites 1 through 3 (Greenfield Sites)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$265,000
Site Work	LS	\$275,000
Structural	LS	\$2,239,000
Utility	LS	\$100,000
Electrical, Telemetry, and Automatic Control	LS	\$100,000
Construction Cost Subtotal	\$2,979,000	
Construction Contingency (30%)		\$894,000
Sales Tax (8.9%)		\$265,200
Total Estimated Construction Cost		\$4,139,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase		
Services, Construction-Phase Services		\$1,449,000
City Project Administration		\$621,000
Total Project Cost		\$6,300,000

Table 5

Engineer's Opinion of Probable Capital Cost for Site 4 (at WRF)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$323,000
Site Work	LS	\$300,000
Structural	LS	\$2,688,000
Utility	LS	\$90,000
Electrical, Telemetry, and Automatic Control	LS	\$150,000
Construction Cost Subtotal	\$3,551,000	
Construction Contingency (30%)		\$1,066,000
Sales Tax (8.9%)		\$316,000
Total Estimated Construction Cost	\$4,933,000	
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,727,000
City Project Administration		\$740,000
Total Project Cost		\$7,400,000

Table 6

Engineer's Opinion of Probable Capital Cost for Site 5 (WRF Clarifier)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$302,000
Site Work	LS	\$450,000
Structural	LS	\$1,715,000
Utility	LS	\$450,000
Electrical, Telemetry, and Automatic Control	LS	\$400,000
Construction Cost Subtotal	\$3,317,000	
Construction Contingency (30%)		\$996,000
Sales Tax (8.9%)		\$296,000
Total Estimated Construction Cost		\$4,610,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,614,000
City Project Administration		\$692,000
Total Project Cost		\$7,000,000

Table 7

Engineer's Opinion of Probable Capital Cost for Site 6 (at IPS)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$316,000
Site Work	LS	\$400,000
Structural	LS	\$1,910,000
Utility	LS	\$750,000
Electrical, Telemetry, and Automatic Control	LS	\$100,000
Construction Cost Subtotal	\$3,476,000	
Construction Contingency (30%)		\$1,041,000
Sales Tax (8.9%)		\$309,000
Total Estimated Construction Cost		\$4,826,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,687,000
City Project Administration		\$723,000
Total Project Cost		\$7,300,000

Sites 1, 2, and 3 are the lowest cost options for the proposed reclaimed water reservoir and are to be further explored during future phases of this project. Locating the reservoir at the WRF (Site 4) was eliminated since it is more expensive and would reduce the amount of expandable area at the WRF. While developing a third WRF clarifier (Site 5) would be more expensive than Sites 1 through 3, it has the benefit of being converted into a future clarifier when needed.

However, this option postpones a true reclaimed water storage solution for the future and has been eliminated. Building the reservoir directly at the IPS (Site 6) would require a massive reconstruction of below-grade utilities; this option has been eliminated due to the additional cost and unknown risks.

Conclusions and Next Steps

The recommended alternative to comply with the Reclaimed Water Rule is for the City to store reclaimed water in a proposed reservoir, separating this supply. The proposed reservoir should be located in an open area near the Golf Course away from existing infrastructure and utilities (proposed Sites 1, 2, and 3). The irrigation system is a non-expanding system with no proposed new reclaimed water users in the near future. The existing infrastructure was operated and maintained for more than two decades with no public health concerns since the City irrigates overnight to minimize human exposure. Implementing a chlorination system to provide a chlorine residual would incur extensive costs and labor for minimal benefit.

The predesign and site selection will be finalized in 2023. A preliminary environmental review and planning-level State Environmental Policy Act (SEPA) Checklist has been prepared and is attached as **Appendix A**. The SEPA Checklist will be amended to a project-level SEPA in a future phase of this project after site selection. Design of the recommended improvements is anticipated to begin in 2024, with the goal to have construction complete by June 30, 2026, to comply with the milestones listed on the Permit. The preliminary design-level cost estimate for this project is between \$6,000,000 to \$7,000,000, depending on the selected tank location.

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ltem 2.

Appendix A SEPA Checklist

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist

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

Instructions for applicants

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

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

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

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the <u>Supplemental Sheet for Nonproject Actions (Part D)</u>. Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in "Part B: Environmental Elements" that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

Reclaimed Water Distribution System Improvements

2. Name of applicant:

City of Snoqualmie (City) Public Works Department

3. Address and phone number of applicant and contact person:

Andrew Vining, PE, Project Engineer City of Snoqualmie Public Works 38624 SE River Street Snoqualmie, WA 98065 (425) 831-8919, ext. 3004

4. Date checklist prepared:

October 6, 2023

5. Agency requesting checklist:

City Planning Department and Washington State Department of Ecology (Ecology)

6. Proposed timing or schedule (including phasing, if applicable):

The *Reclaimed Water Distribution System Engineering Report* (Engineering Report) (RH2, 2023) is undergoing final review and pending approval with Ecology, which is planned to occur before the end of 2023. The predesign and site selection for the reservoir will be finalized in late 2023. Design of the recommended improvements is anticipated to begin in 2024, with the goal of having construction complete by June 30, 2026, to comply with the requirements of Ecology's Reclaimed Water Rule and with Permit Section R8.A.1 of the City's current National Pollutant Discharge Elimination System (NPDES) Permit.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The existing City irrigation system is a non-expanding reclaimed water system. The City does not currently intend to increase the service area or number of customers that receive reclaimed water. Future improvements or expansion of the reclaimed water system would be covered in future State Environmental Policy Act (SEPA) review, as needed.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The Engineering Report, which includes a reclaimed water system alternatives analysis and preliminary design information for a preferred site alternative, has been prepared in support of this project. This SEPA Checklist has been prepared to accompany the Engineering Report review through Ecology, as well as detail anticipated project

improvements to the extent they are presently defined. Additional environmental documentation is anticipated to be prepared for construction of a preferred alternative, as well as for compliance with permitting processes, including the State Environmental Review Process (SERP) through Ecology. SERP is anticipated to be completed for this project as a condition of receiving Clean Water State Revolving Fund (CWSRF) funding.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No pending applications or approvals are known.

10. List any government approvals or permits that will be needed for your proposal, if known.

This SEPA will be processed by the City to accompany the Engineering Report. A project-level SEPA will be prepared following site selection and subsequent design. Approvals needed for the project include the following.

- Project Design/Construction Review and Approval Washington State Department of Health (DOH) and Ecology
- SERP Compliance is anticipated to be required for the project pending award of CWSRF funding, including the following components Ecology
 - o Environmental Review (SEPA) (for project-level improvements)
 - Public participation/engagement
 - Section 106 National Historic Preservation Act (NHPA) Cultural Resources Review
 - o Environmental Justice Review
 - Compliance with applicable federal cross cutters, as needed (e.g., Clean Air Act, Endangered Species Act, etc.)
- Proposed Use of Bonneville Power Administration (BPA) Right-of-Way Approval would be needed for select potential reservoir sites BPA
- Clearing and Grading Permit City
- Critical Areas Review would be needed for select potential reservoir sites City
- Commercial Building Permit City
- 11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The City's Water Reclamation Facility (WRF) produces Class A reclaimed water and supplies it to Eagle Lake via a transmission main that traverses State Route (SR) 202 and Snoqualmie Parkway. Class A water is stored in Eagle Lake as irrigation supply for the City's Class A distribution system and the Snoqualmie Ridge Golf Course (Golf Course). Reclaimed water is

distributed to the above-mentioned sources via the City-owned Irrigation Pump Station (IPS) located near Eagle Lake.

In 2021, Ecology issued the City's updated NPDES Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule in Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff."

To comply with the 2018 update of the Reclaimed Water Rule, the City is proposing construction of a new closed reservoir to store and separate reclaimed water generated by the WRF from Eagle Lake. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the City's Class A distribution system. The proposed closed reservoir also would involve construction of a new reclaimed water pipeline to the IPS. Six potential reservoir sites are identified in the Engineering Report and four are being evaluated further to determine the optimal location for the new facility.

This SEPA Checklist is being included with the Engineering Report review and is intended to satisfy planning-level SEPA review. To the extent that details are known for the proposed alternative reservoir sites, they have been included; however, the City anticipates preparation of a project-level SEPA once the reservoir site is selected and subsequent design is completed.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Potential reservoir sites identified in the Engineering Report are all within City limits. Potential reservoir sites 1, 2, and 3 are in the Snoqualmie Ridge neighborhood, near the Golf Course. Potential reservoir site 4 is within the footprint of the City's existing WRF. The proposed reclaimed water transmission main alignment would be dependent on the reservoir site selected, but generally would traverse along existing rights-of-way from the IPS to the new reclaimed water reservoir. These reservoir sites are in the eastern half of Section 25, Township 24 North, Range 07 East.

Potential reservoir sites 1 and 2 are located within the BPA overhead power line corridor on parcel no. 2524079001, which encompasses the Golf Course. These sites are along an unnamed private road that spans south to north from Snoqualmie Parkway to SE Ridge Street through the Golf Course and is primarily used for Golf Course operations and maintenance.

Potential reservoir site 3 is located on parcel no. 2624079045, northwest of Eagle Lake, on the northwest side of Eagle Lake Drive SE and southwest of the existing IPS.

Potential reservoir site 4 is on parcel no. 3024089079 at the existing WRF site, on the north side of the Snoqualmie River and north of SE Stearns Road, approximately 1.5 miles east of Eagle Lake. Potential reservoir site 4 was determined to have a much higher cost of design and construction due to hydraulic limitations and is omitted from further discussion in this SEPA Checklist.

Refer to the attached **Potential Reservoir Locations** map showing the potential reservoir sites and possible reclaimed water transmission main alignment.

B. Environmental Elements

1. Earth

a. General description of the site:

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

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

The steepest slope on potential reservoir site 1 is associated with the hillside north of Snoqualmie Parkway and is approximately 5 percent. Potential reservoir site 2 is generally flat with some gentle hills. The steepest slope on potential reservoir site 3, associated with the Golf Course and the road embankment of Eagle Lake Drive, is approximately 13 percent.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

According to the Natural Resources Conservation Service soil survey data, the potential reservoir sites are entirely within the Tokul gravelly medial loam, 8 to 15 percent slopes, soil map unit, which is comprised of a moderately well drained gravelly medial loam that develops from volcanic ash mixed with loess over glacial till on hillslopes or till plains. This soil is classified as a farmland of statewide importance and is not hydric.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No.

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

Earthwork would be needed to construct a new approximately 480,000-gallon water reclamation reservoir, install a reclaimed water transmission main from the new reservoir to the existing IPS and install associated power and communication lines between the new reservoir and the existing IPS. Earthwork quantities vary between the potential reservoir sites and will be further detailed in the planned project-level SEPA.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Erosion could occur during construction and clearing activities; however, construction best management practices (BMPs) will be included in the project design to reduce the chance for erosion, water quality impacts, and sedimentation resulting from construction activities.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Some impervious surfaces, associated with roadways and existing facilities, are present in the existing site areas. The proposed improvements would construct a partially buried reclaimed water reservoir, potentially increasing impervious surfaces. The project-level SEPA will detail anticipated impervious surface percentages associated with the selected reservoir site.

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

During construction, appropriate temporary erosion and sedimentation control (TESC) measures will be implemented to limit the potential for erosion resulting directly from construction activities (e.g., proper soil cover, dust control, inlet protection, sediment control, etc.). TESC measures will be included on the design plans to address erosion control planning for construction of the project. The finished project is not expected to result in erosion.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Temporary exhaust and dust emissions from construction equipment and vehicles are anticipated during construction but would not be present post-construction.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

Construction equipment and vehicles shall conform with Washington State standards for air quality, including using properly functioning equipment and vehicles that have passed emissions testing, using clean-burning fuels when possible, limiting diesel exhaust, limiting vehicle idling, etc.

3. Water

a. Surface Water:

 Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. Eagle Lake is an approximately 5-acre manmade waterbody surrounded by residential neighborhoods near the center of the Golf Course. Eagle Lake is a closed depression that is currently supplied by Class A reclaimed water from the City's WRF and has no natural outlet. Reclaimed water is stored and pumped from Eagle Lake via the IPS for land application of irrigation water at the Golf Course and throughout the City. Upon project completion, water allocated for the City's Class A distribution system will bypass Eagle Lake and be stored in the new reclaimed water reservoir.

Wetland and/or stream habitat may be present adjacent to some of the potential reservoir sites; however, site selection and subsequent design is needed to accurately determine project proximity and impacts to these features.

Water in the surrounding region generally drains to the Snoqualmie River, which flows to the northwest. Eagle Lake and drainage associated with the Golf Course do not flow into the Snoqualmie River; therefore, the Snoqualmie River will be unaffected by this proposal.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Reservoir site selection and additional design is needed to determine proximity and/or impacts to streams or wetlands. It is anticipated that project design will occur in a manner that minimizes impacts to these critical areas.

No impacts to Eagle Lake or the Snoqualmie River are anticipated for any of the potential reservoir sites during construction and upon project completion.

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None. The project will not involve fill or excavation within wetlands or waters of the state.

4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.

No.

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No Federal Emergency Management Agency mapped flood zones occur on or within proximity to the project sites.

6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water:

1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the

well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.

No.

2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable.

c. Water Runoff (including stormwater):

1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Surface water in the area is currently and will remain intercepted and routed directly to existing stormwater infrastructure associated with residential neighborhoods, public roadways, and the Golf Course. The completed project will not impact the existing runoff patterns of the site.

2. Could waste materials enter ground or surface waters? If so, generally describe.

No.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

BMPs will be implemented to avoid and minimize potential impacts to nearby areas during project construction. Project design will be completed to adhere to applicable local, state, and federal regulations that provide standards to reduce and control impacts to surface, ground, and storm waters and drainage patterns.

4. Plants

- a. Check the types of vegetation found on the site:
 - deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

<u>Shrubs</u>

grass

___pasture

<u>Crop or grain</u>

□ orchards, vineyards, or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

b. What kind and amount of vegetation will be removed or altered?

Varying amounts of common lawn grasses and/or disturbed weedy vegetation will be removed for construction of the proposed reclaimed water reservoir. The amount and type of vegetation to be removed is dependent on the selected reservoir site, and this will be further detailed in a project-level SEPA.

c. List threatened and endangered species known to be on or near the site.

Based on a review of U.S. Fish and Wildlife Service (USFWS) Endangered Species Act maps and data, Washington State Department of Natural Resources Natural Heritage Data, and Washington Department of Fish and Wildlife Priority Habitats and Species data, the potential reservoir sites and surrounding areas do not support threatened or endangered plant species.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

To be determined with subsequent project design and detailed in subsequent project-level SEPA.

e. List all noxious weeds and invasive species known to be on or near the site.

According to the King County iMap GIS database, tansy ragwort (*Senecio jacobaea*), a King County Class B noxious weed, was observed near the potential reservoir sites.

5. Animals

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

Examples include:

- Birds: hawk) heron, eagle, songbirds) other:
- Mammals: deer, bear, elk, beaver, other:
- Fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened and endangered species known to be on or near the site.

According to USFWS Information for Planning and Consultation database, gray wolf (*Canis lupus*), North American wolverine (*Gulo gulo luscus*), marbled murrelet (*Brachyramphus marmoratus*), yellow-billed cuckoo (*Coccyzus americanus*), bull trout (*Salvelinus confluentus*), and monarch butterfly (*Danaus plexippus*) may be present in the area. However, based on the developed nature of the site, suitable habitat for these species is not present on or in the immediate vicinity of the project site. No threatened or endangered species or their habitats are anticipated to be present on or near the site. c. Is the site part of a migration route? If so, explain.

The project area is within the Pacific Flyway migration route; therefore, it may provide habitat for migratory bird species. USFWS data shows five migratory species recognized as Birds of Conservation Concern that may be found in the project area (e.g., evening grosbeak, olive-sided flycatcher, rufous hummingbird, etc.).

d. Proposed measures to preserve or enhance wildlife, if any.

None anticipated at this time.

e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Gasoline and oil will be used to fuel equipment for construction of the project. Electric energy will continue to be used to operate pumps for the IPS.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

None known at this time.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.

No.

1. Describe any known or possible contamination at the site from present or past uses.

None known.

a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Construction of the project will utilize oil- and gas-fueled equipment and may require temporary fuel storage onsite. These uses do carry some risk of spill; however, the risk should be minimized with the implementation of spill control methodologies to be outlined in the project design and technical specifications in accordance with Washington State pollution control standards.

c. Describe special emergency services that might be required.

No special emergency services are anticipated.

d. Proposed measures to reduce or control environmental health hazards, if any.

No additional measures beyond those mentioned previously.

b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Traffic noise, associated with Eagle Lake Drive SE and other roadways, is present at the site but is not anticipated to impact the project.

2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?

Temporary construction noise will occur to install the proposed reclaimed water reservoir. The contractor will need to follow regulations set forth in Snoqualmie Municipal Code (SMC) 9.36.020, including controlling the level and timing of construction noise. The completed project will not produce noise disturbance above ambient levels at the site.

3. Proposed measures to reduce or control noise impacts, if any.

No additional measures beyond those mentioned previously.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

All potential reservoir sites are along the City's existing 10-inch reclaimed water Class A transmission main alignment. Land uses near the potential reservoir sites include public and private roadways, the BPA overhead power line corridor, and Golf Course operations. Additional design and project-level SEPA completion will further define land uses in proximity to the selected reservoir site, as well as potential impacts to current surrounding land uses.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No.

1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?

No.

c. Describe any structures on the site.

Potential reservoir sites 1 and 2 contain few above-ground structures including BPA overhead power lines and associated power poles, buildings that house Golf Course facilities and equipment, and other miscellaneous structures. No above-ground structures are present at potential reservoir site 3.

d. Will any structures be demolished? If so, what?

No.

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

According to the City's Official Zoning Map 2016, the entire project is within the Mixed Use (MU) local zoning classification.

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

The current comprehensive plan designation of the site is MU.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Wetlands and/or streams could be present adjacent to select potential reservoir sites.

i. Approximately how many people would reside or work in the completed project?

None.

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any.

None proposed.

I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

The proposed project is consistent with existing and projected land uses. With subsequent design, project land use approval, including review of consistency with existing and projected land uses, will be completed by the City's Community Development Department

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.

None proposed.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or lowincome housing.

None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any.

Not applicable.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The proposed reclaimed water reservoir is anticipated to be approximately 24 feet tall, with up to 10 feet of the structure above grade. No other above-ground structures are proposed.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any.

Following site selection, design of the selected reclaimed reservoir site will be conducted to minimize aesthetic impacts. Specific measures will be detailed in a project-level SEPA.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any.

None proposed.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Potential reservoir sites 1, 2, and 3 are located within the Golf Course.

Additionally, Snoqualmie Falls, a popular scenic attraction, is located approximately 1 mile northeast of Eagle Lake. Associated with the 270-foot waterfall is a 2-acre park, gift shop, observation deck, and the Salish Lodge.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The project will not impact the continued use of existing recreational opportunities in proximity to the site.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.

None proposed.

13. Historic and Cultural Preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Approximately 1.25 miles to the east of the potential reservoir sites is the Snoqualmie Falls Hydroelectric Power Plant Historic District and the Snoqualmie Falls Cavity Generating Station, both listed on the National Register of Historic Places and the Washington Heritage Register. The proposed improvements will not affect either of these historic places.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known. According to the Washington State Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archeological Records Data (WISAARD) predictive model database, the proposed reservoir project sites are within an area with moderately low risk of containing as-yet unidentified archaeological sites. However, construction in the project footprint will occur primarily in previously disturbed areas associated with the Golf Course, so the probability of inadvertent discovery is anticipated to be minimal. A Cultural Resources Assessment will be prepared and reviewed as part of the project. c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

It is anticipated a professional cultural resources consultant will conduct a background review, contact DAHP and area Tribes, conduct field investigations, and prepare a report, as necessary, to identify archaeological and historic evidence in the selected reclaimed water reservoir project location and evaluate the potential for the project to affect cultural resources.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Specific cultural resources review and minimization measures will be detailed in a subsequent project-level SEPA.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The potential reservoir sites can be accessed via Snoqualmie Parkway. All potential reservoir sites are serviced by SR 202 and Interstate 90.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The nearest transit stops to the project site are served by SR 202, both located approximately ½ mile south on Railroad Avenue.

c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

None proposed.

d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

None.

f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

g. Proposed measures to reduce or control transportation impacts, if any.

None proposed.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable.

16. Utilities

- a. Circle utilities currently available at the site: electricity natural gas, water, refuse service) telephone, sanitary sewer; septic system, other:
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Proposed utilities to be installed at the selected reclaimed water reservoir site include a Class A reclaimed water reservoir, pipeline, and power and communication lines.

C. Signature

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

Andrew Vining (Oct 9, 2023 9:02 PDT)

Type name of signee: Andrew Vining, PE

Position and agency/organization: Project Engineer/City of Snoqualmie

Date submitted: 10/9/2023

SEPA Responsible Offical

D. Supplemental sheet for nonproject actions

IT IS NOT REQUIRED to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

This proposal would not directly increase discharges to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise. The site selection alternatives outlined in the Engineering Report will divert reclaimed water currently conveyed to Eagle Lake to a new closed reservoir for separate storage and City Class A reclaimed water use, thereby preventing comingling of City irrigation water with other sources and reducing the amount of reclaimed water discharged to Eagle Lake in the long-term.

• Proposed measures to avoid or reduce such increases are:

The proposed Engineering Report and subsequent reclaimed water system improvements will bring the City's reclaimed water system into compliance with the requirements of its current NPDES Permit. The changes are prompted by the 2018 modifications to the Reclaimed Water Rule, Chapter 174-219 WAC. Improvements and preliminary design described in the Engineering Report shall be compliant with local, state, and federal laws governing discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Engineering Report and reclaimed reservoir site selection alternatives have been developed with consideration for avoidance and minimization of impacts to plants, animals, fish, and marine life. Site selection alternatives are in areas of previous disturbance, including the Golf Course, roadways, improved roadside shoulder areas, and along the alignment of the existing Class A reclaimed water transmission main and other utilities. Since the sites are entirely in previously disturbed areas, which coincide with areas providing low habitat value, impacts to plants, fish, and other wildlife are anticipated to be minimal.

• Proposed measures to protect or conserve plants, animals, fish, or marine life are:

No additional measures, as it pertains to the Engineering Report and preliminary design information, are proposed to protect, or conserve plants, fish, and other wildlife currently. After the preferred site alternative has been selected, and during design, the City will evaluate potential impacts to plants, animals, fish, or marine life. These proposed Class A reclaimed water improvements will be designed in accordance with City critical areas regulations and state and federal laws governing the protection of natural resources and fish and wildlife. The City will prepare a project-level SEPA,

once the reservoir site is selected and subsequent design is complete, that will include a further review of potential vegetation and wildlife impacts.

3. How would the proposal be likely to deplete energy or natural resources?

Findings from the Engineering Report indicate that no impacts to energy or natural resources are anticipated for any of the potential reservoir sites. The proposed alternatives utilize existing pumps for irrigation water; therefore, no additional permanent energy needs are anticipated.

• Proposed measures to protect or conserve energy and natural resources are:

None proposed.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The site selection alternatives identified in the Engineering Report avoid and minimize, to the maximum extent possible, impacts on environmentally sensitive areas or areas designated for governmental protection. Impacts to wetlands and/or wetland buffers and areas containing cultural resources are possible, dependent on the site alternative selected; however, the City anticipates preparation of a project-level SEPA, once subsequent design is complete, that will include a further review of potentially impacted environmentally sensitive areas or areas designated for governmental protection.

• Proposed measures to protect such resources or to avoid or reduce impacts are:

Specific critical areas and cultural resources review and minimization measures will be detailed in a subsequent project-level SEPA. No additional measures to avoid or reduce impacts to environmentally sensitive areas or areas designated for governmental protection are proposed currently.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The improvements provided in the Engineering Report are compatible with existing land use plans, including the *Snoqualmie Comprehensive Plan 2032*, Snoqualmie Ridge II Development Standards, and the *Snoqualmie Ridge Class "A" Water System and Irrigation Plan*. Improvements will not impact land or shoreline use in the region.

• Proposed measures to avoid or reduce shoreline and land use impacts are:

The proposed Engineering Report and reclaimed water system improvements would continue to allow all permissible land and shoreline uses in the Mixed Use zone of the City. No additional measures to avoid or reduce shoreline and land use impacts are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal is not likely to increase demands on transportation or public services and utilities. The existing City irrigation system is a non-expanding reclaimed water system

and the proposed improvements described in the Engineering Report would only serve to separate the City's reclaimed water storage from the Golf Course supply.

• Proposed measures to reduce or respond to such demand(s) are:

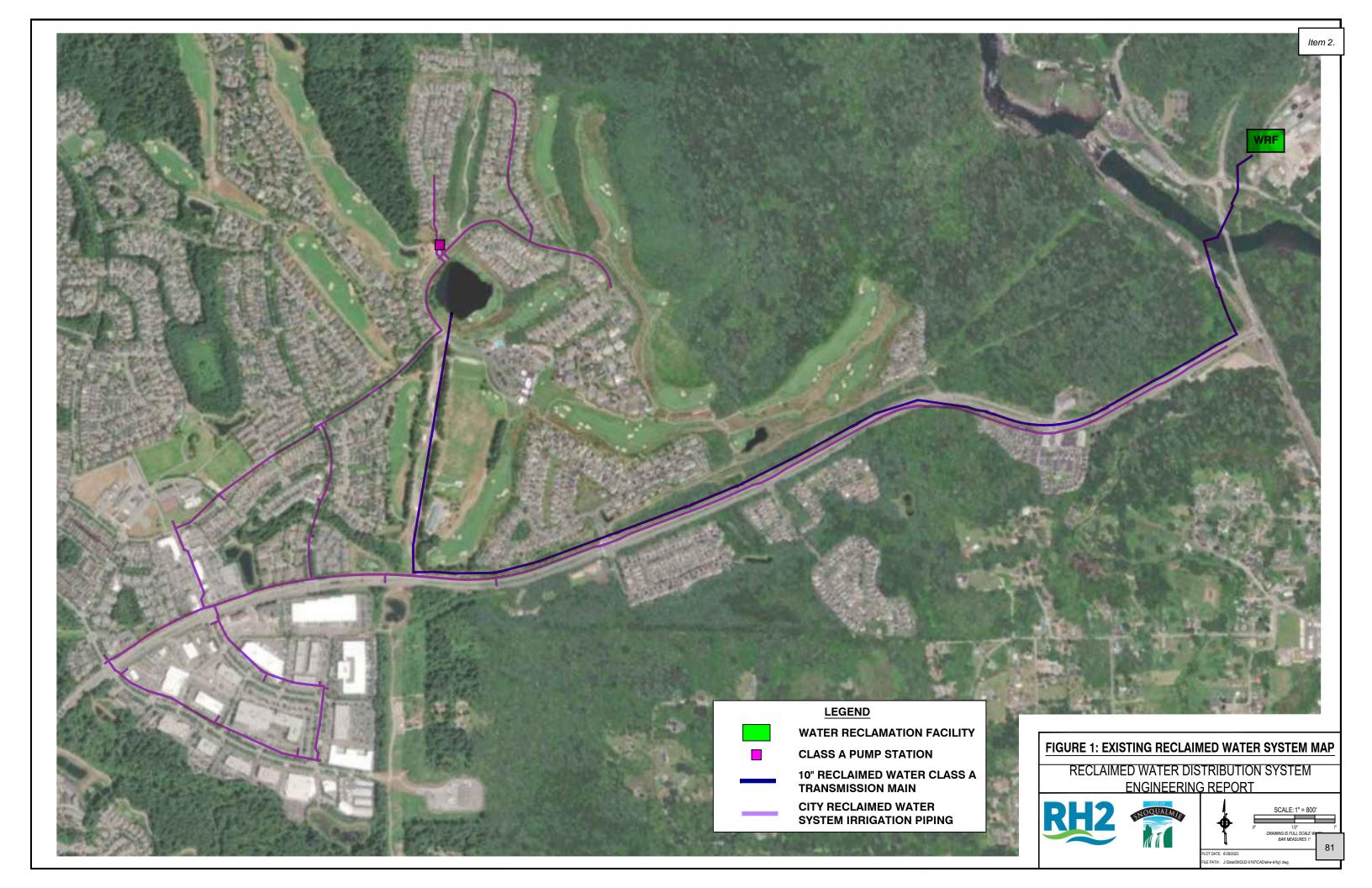
No measures to reduce or respond to such demands are proposed currently. In the event that the City experiences an increase in service area or number of customers that receive reclaimed water, improvements or expansion of the reclaimed water system would be covered in future SEPA review, as needed.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed Engineering Report and subsequent improvements are being developed to comply with state requirements for protection of the environment, including Chapter 173-219 WAC. Through the City's NPDES Permit, Ecology is requiring the reclaimed water system to be modified to "... not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The proposed Engineering Report analyzes alternatives and proposes reclaimed water system improvements to fulfill NPDES Permit requirements. No conflict with any other local, state, or federal laws or requirements are anticipated because of this proposal.

ltem 2.

Figures



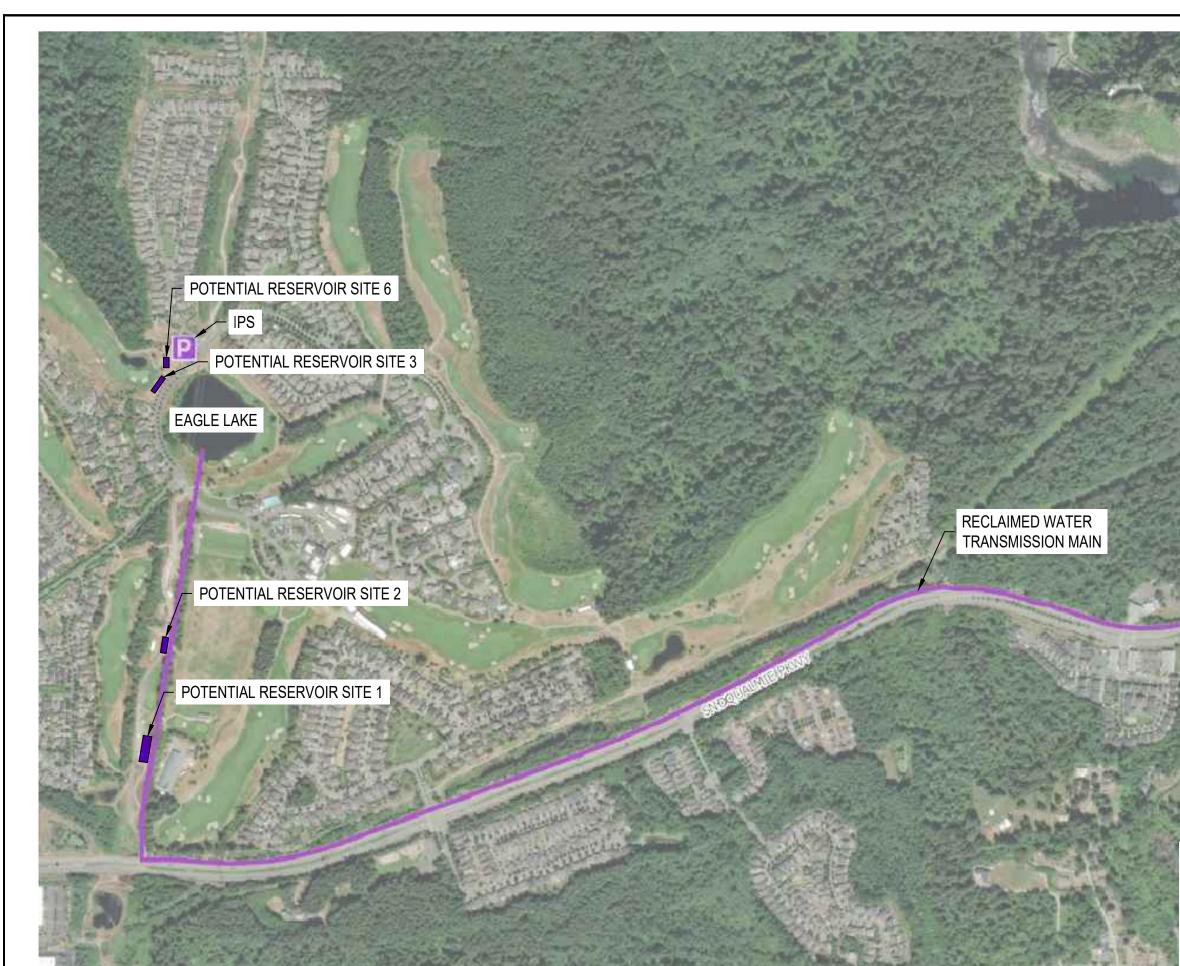




FIGURE 6: POTENTIAL RESERVOIR LOCATIONS

RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT



