

ORDINANCE No. 115339

COUNCIL BILL No. 108231

AN ORDINANCE relating to the Water Department; authorizing agreements relating to timber harvesting and sales in the Cedar River Watershed, and increasing expenditure allowances in the 1990 Budget of the Water Department by appropriation of balances accumulating in the Water Fund.

*Law Department*  
**The City**

Honorable President:

Your Committee on \_\_\_\_\_

to which was referred the within report that we have considered t

**DO PASS -**

*Council Vote 8*

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <u>9-17-90</u>	By: <u>Smith</u>
Referred: <u>9-17-90</u>	To: <u>Utilities</u>
Referred:	To:
Referred:	To:
Reported: <u>SEP 24 1990</u>	Second Reading: <u>SEP 24 1990</u>
Third Reading: <u>SEP 24 1990</u>	Signed: <u>SEP 24 1990</u>
Presented to Mayor: <u>SEP 25 1990</u>	Approved: <u>SEP 29 1990</u>
Returned to City Clerk: <u>OCT 1 1990</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

**OK**





- 1 AN ORDINANCE relating to the Water Department; authorizing  
2 agreements relating to timber harvesting and sales in  
3 the Cedar River Watershed, and increasing expenditure  
4 allowances in the 1990 Budget of the Water Department by  
5 appropriation of balances accumulating in the Water  
6 Fund.
- 7 WHEREAS, on August 7, 1989 the City Council enacted Ordinance  
8 114632, adopting revised watershed management policies;  
9 and
- 10 WHEREAS, watershed management policy number 6-5 directs the  
11 Superintendent of Water to actively pursue programs for  
12 acquiring all remaining federally owned land in the  
13 Cedar River Watershed and for acquiring and preserving  
14 "valuable" old growth habitat and other special resource  
15 areas of significant habitat value in the City's  
16 watersheds; and
- 17 WHEREAS, watershed management policy number 6-6 directs the  
18 Superintendent of Water to actively negotiate with the  
19 U.S. Forest Service for the acquisition and preservation  
20 of old-growth forest and other special resource areas in  
21 the Cedar River Watershed that have significant habitat  
22 value for plants and/or animals; and
- 23 WHEREAS, watershed management policy number 6-8 declares that  
24 City lands not set aside as a reserve area, a maximum of  
25 approximately 36,400 acres, will be managed to support a  
26 long-term program of planned commercial timber harvest  
27 of second-growth forest; and
- 28 WHEREAS, watershed management policy number 6-9 declares that  
the long-term planned commercial timber harvest of City-  
owned, second-growth forest will provide the economic  
resources to acquire and preserve "valuable" old-growth  
habitats and other special resource areas in the City's  
watersheds, with the most appropriate level/timing of  
Water Department investments in the acquisition of  
valuable federal old-growth and other special resource  
areas to be determined following negotiations with the  
U. S. Forest Service; and
- WHEREAS, watershed management policy number 6-9 further  
requires that all net revenues from commercial thinning,  
salvage and timber harvest will be used only to support  
the land and habitat acquisition program; and
- WHEREAS, watershed management policy number 6-20 directs that  
wildlife and botanical resources will be managed as  
necessary to preserve and protect endangered,  
threatened, and sensitive species listed by the federal  
or state government; and
- WHEREAS, watershed management policy number 6-24 directs the  
Superintendent of Water to undertake education programs  
that emphasize individual responsibility for resource  
protection and conservation, and the history, cultural  
resources, biology, ecology, and water supply system in  
the Cedar River Watershed; and

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WHEREAS, in October, 1989 the President signed legislation known as the Hatfield-Adams Amendment which mandated that the U. S. Forest Service offer for sale a total of 7.7 billion board feet of old-growth timber from the national forests of Washington and Oregon in fiscal years 1989 and 1990, significantly reducing the Forest Service's flexibility to alter planned harvest activity on its lands in the Cedar River Watershed; and

WHEREAS, the Conference Committee's report on the Hatfield-Adams Amendment acknowledged and supported the City's Watershed policies and the related negotiation process, encouraging "both parties to continue to strive for expeditious agreement" regarding land and timber exchanges; and

WHEREAS, on June 22, 1990, the U. S. Fish and Wildlife Service listed the Northern Spotted Owl as a threatened species, with presently unclear implications for the Forest Service's planned timber sale program in the Cedar River Watershed and elsewhere; and

WHEREAS, the City of Seattle entered into mediated negotiations in good faith with the U. S. Forest Service on June 6, 1990, regarding future land exchanges and land management policies in the Cedar River Watershed consistent with the Forest Service's plans and legal requirements and the City's watershed management policies; and

WHEREAS, the negotiating parties have reached an agreement under which the U. S. Forest Service would postpone its planned sales of certain valuable old growth timber in the watershed and the City would make available for sale to the local timber market 3.3 million board feet of second growth timber from the non-reserved portion of the watershed; and

WHEREAS, the U.S. Forest Service as part of this agreement will release Marshall Logging Company from its contractual obligations to harvest Unit 2 of the U.S. Forest Service Sugar Bear timber sale, provided that Marshall Logging Company separately agrees with the City on terms and compensation for relinquishing its timber harvest rights; and

WHEREAS, representatives from the City and Marshall Logging Company have negotiated an agreement whereby Marshall relinquishes its harvest rights to Sugar Bear Unit 2 and ceases its related road construction activity and receives the right to harvest up to 1.876 million board feet of City-owned second growth timber; and

WHEREAS, changes in federal policy subsequent to the adoption of new watershed management policies by the City necessitate the immediate actions provided in this agreement despite the fact that the Water Department has not yet completed the Watershed Resources Inventory specified in watershed management policy number 6-8 as a prerequisite to second growth timber sales; and

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WHEREAS, the field preparation and administration of the City's second growth timber sales and exchanges provided in this agreement, along with the selective logging practices which will be used, represent labor intensive activities not contemplated by the Water Department in its 1990 budget; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute for and on behalf of the City an agreement with the United States Forest Service substantially in the form of Attachment A to this Ordinance. All sales of City-owned second growth timber described in said agreement shall be specifically authorized by separate ordinance.

Section 2. The Superintendent of Water is hereby authorized to execute an agreement with Marshall Logging Company substantially in the form of Attachment B to this Ordinance. The specific details of the City-owned second growth timber to be exchanged under this agreement shall be authorized by separate ordinance.

Section 3. The Superintendent of Water is hereby authorized to contract for professional advice and services, land and timber surveys, and related studies to carry out the City's responsibilities under Sections 1 and 2.

Section 4. The expenditure allowances for the identified Objects of Expenditure in the 1990 Budget of the Water Department are increased by the appropriation of the sum of seventy-one thousand, seven hundred five dollars (\$71,705) from unexpended and unencumbered balances accumulating in the Water Fund to the appropriate expenditure

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accounts in said Fund, as a utility expenditure not contemplated in preparation of the 1990 Budget, as follows:

<u>Program Category</u>	<u>Object of Expenditure</u>	<u>Amount</u>
Watershed Management (CFMS Code 8930)	51000 - Personal Services	\$ 7,500
	52000 - Supplies	17,030
	53000 - Other Services and Charges	17,150
	55000 - Intergovernmental Services	14,370
	56000 - Capital Outlay	15,595

The City Comptroller is authorized to draw, and the City Treasurer to pay, the necessary warrants and make the necessary transfers.

Section 5. All revenues from the sale described in Section 1 will be used only to support land and timber habitat acquisition, as required by Ordinance 114632. All costs incurred by the Water Department to administer its responsibilities and obligations under this ordinance are deemed necessary to support the land and timber habitat acquisition purposes required by Ordinance 114632 and shall therefore be applied against revenues available for said purposes. All timber sales and exchanges described in this Ordinance shall be conducted in a manner that complies with the terms of Ordinance 114632, with the exception of

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1 watershed management policy number 6-8 relating to the  
2 watershed resources inventory.

3 Section 6. Any act taken pursuant to the authority and  
4 prior to the effective date of this ordinance is hereby  
5 ratified and confirmed.  
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(To be used for all Ordinances except Emergency.)

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Section . . . . . This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 24th day of September, 1990,  
and signed by me in open session in authentication of its passage this 24th day of  
September, 1990. Edward Brooks  
President of the City Council.

Approved by me this 29th day of September, 1990,  
Norman B. Rice  
Mayor.

Filed by me this 1st day of October, 1990.

Attest: Norman J. Brooks  
City Comptroller and City Clerk.

By Margaret Carter  
Deputy Clerk.

(SEAL)

Published \_\_\_\_\_

Attachment A

**AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND THE UNITED STATES FOREST SERVICE  
REGARDING TIMBER HARVESTS IN THE CEDAR RIVER WATERSHED**

**August 29, 1990**

This is an agreement between the City of Seattle and the United States Forest Service (Mt. Baker-Snoqualmie National Forest, Pacific Northwest Region), regarding timber harvests in the Cedar River Watershed. The agreement also commits the parties to enter into further negotiations regarding other longer term issues in the Watershed.

**The parties agree as follows:**

1. Of the Abiel sale units, the Forest Service agrees not to offer units 1, 2, 3, 4, 6, 7, 8, and 10 for sale in Fiscal Years 1990-1993, and may, with the support of the City, proceed with sale of units 5 and 9. The Forest Service and the City agree to collaborate on the establishment of riparian leave areas along the Forest Service Class III stream in unit 9.
2. As a result of agreement with the City of Seattle, the purchaser of the Sugar Bear sale intends to request deletion of unit 2 of the sale. In response to the contractor's request, the Forest Service will grant a modification of the sale contract without penalty or default and will agree not to offer unit 2 of the sale in Fiscal Years 1990-1993.
3. In Fiscal Years 1990-1993, the Forest Service agrees not to offer any sale of timber within the contiguous block of old-growth timber in which the Abiel and Sugar Bear sales are located, generally defined to include Sections 34, 35, and 36 of T22N, R10E; Sections 1 and 2 of T21N, R10E; Sections 5 and 6 of T21N, R11E; and Section 31 of T22N, R11E. Salvage of catastrophically damaged timber, from windthrow, fire, insects, etc., may take place, subject to any applicable restrictions of federal law. To the extent feasible, such salvage sales shall leave standing trees to provide buffers that will reduce the chance of windthrow damage for remaining stands.
4. The Forest Service intends to offer for sale the "Claim" sale in Fiscal Year 1990. In response to the City's desire for an appropriate area of old growth forest in which to offer educational programs, the Forest Service agrees as follows:

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(a) Consistent with the Timber Program Activity Schedule provided for Fiscal Years 1990-1999 in the Mt. Baker-Snoqualmie Land and Resource Management Plan (June 1990), the Forest Service does not intend to offer for sale any of the old-growth timber in the Section 14, T21N, R9E, known as the Rex Area. Stands of old-growth forest in the Rex area are estimated to be as much as seven hundred years old.

(b) In Fiscal Years 1990-1999, the Forest Service will make available for use by the City a site approximately 46 acres in size, within the Rex area, which is suitable to conduct educational programs related to old-growth ecosystems. In addition, the Forest Service will provide a buffer area to protect the education site from windthrow damage. The buffer area will be bounded on the east by Cedar River Roads 700 and 720, on the south by Cedar River Road 720, and on the north and west by section line boundaries. The Forest Service agrees that it will not offer in Fiscal Years 1990-1999 any sales in the education site and in Fiscal Years 1990-1993 in the buffer area, except for salvage sales which are necessary to harvest catastrophically damaged trees. To the extent feasible, such salvage sales shall leave standing trees to provide buffers that will reduce the chance of windthrow damage for remaining stands.

In Fiscal Years 1994 and beyond, the Forest Service intends to manage the areas mentioned in section 3 and 4 with the guidance outlined in the interim direction and/or final direction of the Spotted Owl Recovery Plan, and according to a new long-term agreement with the City of Seattle as provided in Section 5, following.

5. The Forest Service and the City agree to enter into good faith negotiations to reach an agreement by no later than September 30, 1992, regarding long range issues in the Cedar River Watershed. Among other issues, such negotiations shall address: (1) the City's objectives within the watershed, including the City's primary objective to ensure maximum protection of water quality within the watershed and the City's secondary use objective to preserve and acquire valuable old-growth habitat; and (2) the Forest Service's land and management objectives within the Mt. Baker-Snoqualmie National Forest and the Cedar River Watershed.
6. The Forest Service intends to offer for sale the "Baby Bear" sale in 1990 with an additional 1.1 million board feet of volume. Additionally, the City will pass ordinances to offer for sale, not later than September 30, 1991, a volume of City-owned second growth timber equal to 3.3 million board feet, to be considered equivalent to the volume of all Forest Service timber that is not sold or harvested pursuant to this proposal in units 4, and 7 of Abiel, less the additional volume added to Baby Bear; provided, if the Forest Service is prohibited by a Court ruling from proceeding with any sale or sale unit, the City shall not be required to substitute volume for such sale or sale unit. The volume of City-owned second-growth timber sold pursuant to this provision shall substitute on the timber market for said unsold or unharvested volume of Forest Service old-growth timber.

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Agreement on Timber Harvest  
August 29, 1990  
Page Three

As a result of a separate agreement with the purchaser of the Sugar Bear sale, the City will provide an additional 1.876 million board feet of City- owned second growth.

7. The Forest Service will consider the volume of timber sold by the City pursuant to 6 above to count toward the Fiscal Year 1990 timber sales level mandated by section 318 of Public Law 101-121 (1989), and the City will take any actions necessary to have this volume of City timber count in said manner. The Forest Service will take those actions necessary to gain agency approval.
8. The City will support the Fiscal Year 1990 Forest Service sales in the Cedar River Watershed consistent with this proposal.

**For the City of Seattle**

Norman B. Rice  
Mayor of Seattle

Date

**For the U.S. Forest Service**

J. D. MacWilliams  
Supervisor, Mt. Baker-Snoqualmie National Forest

Date

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Attachment B

AGREEMENT BETWEEN CITY OF SEATTLE  
AND MARSHALL LOGGING COMPANY  
REGARDING TIMBER HARVESTS  
IN THE CEDAR RIVER WATERSHED

I. BACKGROUND

The City of Seattle, in June 1990, entered into good-faith mediated negotiations with the U.S. Forest Service to reach an agreement concerning certain FY-'89 and '90 Forest Service timber sales in the Cedar River Watershed. One of these timber sales, known as Sugar Bear, was awarded to Marshall Logging, Inc. ("Marshall Logging") on May 3, 1990.

The City and U.S. Forest Service reached agreement in August, 1990, including commitment by the Forest Service that it will grant a modification to the Sugar Bear sale contract to delete Unit 2 from the sale without penalty or default to Marshall Logging.

Accordingly, the City and Marshall Logging entered into negotiations to substitute City-owned second growth timber for the expenses and losses that Marshall Logging would incur by foregoing its contractual right to harvest Unit 2 of Sugar Bear. These negotiations were expanded to include impacts that would arise from the contractual relationship between Marshall Logging and PORTAC, INC., the timber mill with the legal commitment to not only purchase raw logs from Marshall Logging provided from Unit 2 of Sugar Bear, but also the legal commitment to process and sell the finished wood products from those raw logs.

On August 2, 1990, the City and Marshall Logging Company reached agreement as set forth below.

II. AGREEMENT

1. Marshall Logging will abandon its contractual right to harvest Unit 2 of the U.S. Forest Service's Sugar Bear timber sale, which comprises a timber volume of 1.876 million board feet. Marshall Logging will request the U.S. Forest Service to release Marshall Logging from its contractual obligation to harvest Unit 2 of Sugar Bear without penalty or default to Marshall Logging pursuant to the August 1990 agreement entered into between the City and the Forest Service.

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2. Marshall Logging will cease its construction of approximately .6 miles of road to access Unit 2 of the Sugar Bear tract.

3. The City of Seattle will convey to Marshall Logging Company City-owned second growth timber not to exceed 1.876 million board feet as compensation for expenses and losses of foregoing harvest of Unit 2 of Sugar Bear and as compensation for harvesting expenses of the second growth timber as specified below.

4. Harvesting of City second growth timber shall be from areas outside the City's reserve area within the Cedar River Watershed. Harvesting of the second growth timber will be by non-clear cutting methods, designed to minimize environmental impacts.

5. A detailed technical description will be developed of the exact areas of second growth timber to be harvested in exchange for Unit 2 of Sugar Bear. These technical details, together with description of logging techniques (non-clear cutting) and log scaling procedures that are generally accepted in the industry will be authorized in an ordinance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1990

The City of Seattle

\_\_\_\_\_  
ROBERT P. GRONCZNACK  
Superintendent of Water

Marshall Logging, Inc.

\_\_\_\_\_  
by DENNIS MARSHALL  
Its President

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**EXHIBIT A**

In order to accomplish the objectives set out in the proposed legislation, the Watershed Management Division needs to perform certain field and office related work. This work includes: timber cruising; sale unit layout; tree marking; contract preparation and administration; site preparation and reforestation administration.

The required work will be performed by a combination of out-of-class work assignments, temporary employees, consultant and existing Division staff. This approach will allow the Division to continue meeting existing workload requirements and adequately staff the timber sales and exchange program. Purchasing additional materials, equipment and other resources will also be necessary, since these resource needs were not anticipated in the 1990 budget.

This ordinance provides the appropriation for 1990 costs; 1991 expenditures and revenues will be provided through an erratum to the Mayor's 1991 Proposed Budget. 1992 costs and revenues will be included in the revenue requirements portion of the 1990 Water Rate Study. Receipts of timber sale revenue is conservatively estimated to be approximately \$500,000 in 1991 and \$325,000 in 1992.

**BREAKDOWN OF COSTS**

	<u>1990</u>	<u>1991</u>	<u>1992</u>
Out of class pay - (Acct. #51230)	\$ 560	\$ 1,720	\$ 1,720
Temporary employment services - (Acct. #55115)	14,370	46,200	19,516
Vehicles for T.E.S. (Equipment rental - Acct. #53990)	1,000	6,300	3,200
Tracked hoe for road work - rental (Equipment rental - Acct. #53990)	9,500	9,500	
Overtime (Acct. #51210)	7,000	5,600	1,400
Consultant time for professional services (Expert & Consultants Services - Acct. #53110)	2,000	13,000	
Operating supplies (SWD inventory Acct. #52200)	300		
Operating supplies (Purchased from vendors Acct. #52200)	12,450	3,400	19,100
Technical and Professional Services (Reforestation contract - Acct. #54299) (Independent Appraisal Board - Acct # 54299)	4,300	16,200 7,700	91,800

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EXHIBIT A (CONT.)

Office supplies (Purchased from vendors Acct. #52100)	580		
Minor equipment - Misc & Office Furniture (Purchased from vendors Acct. #52690)	3,700		
<u>Cost breakdown continued</u>			
Data processing equipment (Purchased from vendors Acct. #56770)	11,880		
Small work equipment (Purchased from vendors Acct. #56740)	920		
Miscellaneous equipment (Purchased from vendor Acct. #56790)	2,795		
Miscellaneous employee Reimbursements (Acct. #54220)	350		
<b>TOTAL</b>	<b>\$ 71,705</b>	<b>109,620</b>	<b>136,736</b>

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RECEIVED  
CITY OF SEATTLE  
OCT 5 4 02 PM '90  
LAND DIVISION

**AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND THE UNITED STATES FOREST SERVICE  
REGARDING TIMBER HARVESTS IN THE CEDAR RIVER WATERSHED**

This is an agreement between the City of Seattle and the United States Forest Service (Mt. Baker-Snoqualmie National Forest, Pacific Northwest Region), regarding timber harvests in the Cedar River Watershed. The agreement also commits the parties to enter into further negotiations regarding other longer term issues in the Watershed.

**The parties agree as follows:**

1. Of the Abiel sale units, the Forest Service agrees not to offer units 1, 2, 3, 4, 6, 7, 8, and 10 for sale in Fiscal Years 1990-1993, and may, with the support of the City, proceed with sale of units 5 and 9. The Forest Service and the City agree to collaborate on the establishment of riparian leave areas along the Forest Service Class III stream in unit 9.
2. As a result of agreement with the City of Seattle, the purchaser of the Sugar Bear sale intends to request deletion of unit 2 of the sale. In response to the contractor's request, the Forest Service will grant a modification of the sale contract without penalty or default and will agree not to offer unit 2 of the sale in Fiscal Years 1990-1993.
3. In Fiscal Years 1990-1993, the Forest Service agrees not to offer any sale of timber within the contiguous block of old-growth timber in which the Abiel and Sugar Bear sales are located, generally defined to include Sections 34, 35, and 36 of T22N, R10E; Sections 1 and 2 of T21N, R10E; Sections 5 and 6 of T21N, R11E; and Section 31 of T22N, R11E. Salvage of catastrophically damaged timber, from windthrow, fire, insects, etc., may take place, subject to any applicable restrictions of federal law. To the extent feasible, such salvage sales shall leave standing trees to provide buffers that will reduce the chance of windthrow damage for remaining stands.
4. The Forest Service intends to offer for sale the "Claim" sale in Fiscal Year 1990. In response to the City's desire for an appropriate area of old growth forest in which to offer educational programs, the Forest Service agrees as follows:

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(a) Consistent with the Timber Program Activity Schedule provided for Fiscal Years 1990-1999 in the Mt. Baker-Snoqualmie Land and Resource Management Plan (June 1990), the Forest Service does not intend to offer for sale any of the old-growth timber in the Section 14, T21N, R9E, known as the Rex Area. Stands of old-growth forest in the Rex area are estimated to be as much as seven hundred years old.

(b) In Fiscal Years 1990-1999, the Forest Service will make available for use by the City a site approximately 46 acres in size, within the Rex area, which is suitable to conduct educational programs related to old-growth ecosystems. In addition, the Forest Service will provide a buffer area to protect the education site from windthrow damage. The buffer area will be bounded on the east by Cedar River Roads 700 and 720, on the south by Cedar River Road 720, and on the north and west by section line boundaries. The Forest Service agrees that it will not offer in Fiscal Years 1990-1999 any sales in the education site and in Fiscal Years 1990-1993 in the buffer area, except for salvage sales which are necessary to harvest catastrophically damaged trees. To the extent feasible, such salvage sales shall leave standing trees to provide buffers that will reduce the chance of windthrow damage for remaining stands.

In Fiscal Years 1994 and beyond, the Forest Service intends to manage the areas mentioned in section 3 and 4 with the guidance outlined in the interim direction and/or final direction of the Spotted Owl Recovery Plan, and according to a new long-term agreement with the City of Seattle as provided in Section 5, following.

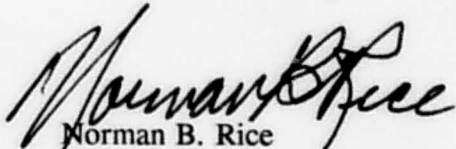
5. The Forest Service and the City agree to enter into good faith negotiations to reach an agreement by no later than September 30, 1992, regarding long range issues in the Cedar River Watershed. Among other issues, such negotiations shall address: (1) the City's objectives within the watershed, including the City's primary objective to ensure maximum protection of water quality within the watershed and the City's secondary use objective to preserve and acquire valuable old-growth habitat; and (2) the Forest Service's land and management objectives within the Mt. Baker-Snoqualmie National Forest and the Cedar River Watershed.
6. The Forest Service intends to offer for sale the "Baby Bear" sale in 1990 with an additional 1.1 million board feet of volume. Additionally, the City will pass ordinances to offer for sale, not later than September 30, 1991, a volume of City-owned second growth timber equal to 3.3 million board feet, to be considered equivalent to the volume of all Forest Service timber that is not sold or harvested pursuant to this proposal in units 4, and 7 of Abiel, less the additional volume added to Baby Bear; provided, if the Forest Service is prohibited by a Court ruling from proceeding with any sale or sale unit, the City shall not be required to substitute volume for such sale or sale unit. The volume of City-owned second-growth timber sold pursuant to this provision shall substitute on the timber market for said unsold or unharvested volume of Forest Service old-growth timber.

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As a result of a separate agreement with the purchaser of the Sugar Bear sale, the City will provide an additional 1.876 million board feet of City- owned second growth.


7. The Forest Service will consider the volume of timber sold by the City pursuant to 6 above to count toward the Fiscal Year 1990 timber sales level mandated by section 318 of Public Law 101-121 (1989), and the City will take any actions necessary to have this volume of City timber count in said manner. The Forest Service will take those actions necessary to gain agency approval.
8. The City will support the Fiscal Year 1990 Forest Service sales in the Cedar River Watershed consistent with this proposal.

For the City of Seattle

  
Norman B. Rice  
Mayor of Seattle

*October 4, 1990*  
Date

For the U.S. Forest Service

  
J. D. MacWilliams  
Supervisor, Mt. Baker-Snoqualmie National Forest

*October 4, 1990*  
Date

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Seattle Water Department

Robert P. Groncznack, Superintendent  
Norman B. Rice, Mayor

RECEIVED OMB

SEP 12 1990



September 11, 1990

847128

City Council  
City of Seattle

VIA Mayor Norman B. Rice

Attention: Andrew Lofton, Director  
Office of Management and Budget

Honorable Members:

Attached for your consideration and action is legislation authorizing certain agreements and appropriations in order for us to implement the outcome of recent mediated negotiations with the U. S. Forest Service. This legislation represents a major action on behalf of the City's new watershed management policies adopted by Ordinance 114632.

Specifically this legislation does the following:

- o Section 1 authorizes the Mayor to execute an agreement relating to the recently negotiated settlement between the City and the U.S. Forest Service (U.S.F.S.) concerning the immediate timber harvest plans of the U.S.F.S. within the Cedar River Watershed. This agreement postpones U.S.F.S. plans for harvest of certain valuable old growth timber and commits the Department to make available for sale on the local timber market 3.3 million board feet of second growth timber and retain the proceeds for purposes authorized by Ordinance 114632.
- o Section 2 authorizes the Superintendent of Water to execute an agreement with Marshall Logging Company, the purchaser of the U.S.F.S.'s Sugar Bear timber sale, to cease road construction and to abandon its

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timber harvest rights in the second of two units within the sale. In return, Marshall Logging receives the right to harvest up to 1.876 million board feet of City owned second growth timber.

- o Section 3 authorizes the Superintendent of Water to contract for professional services necessary to carry out the tasks and responsibilities agreed upon in the agreements.
- o Section 4 makes a supplemental appropriation to the Department's 1990 budget to cover departmental costs and provide for professional services necessary to implement and conduct all necessary fieldwork and exchanges required to fulfill the agreements. A considerable amount of unplanned work will be necessary to complete the field preparation and administration of the selective second growth sales involved here. The attached exhibit presents these estimated costs in detail.
- o Section 5 declares that the Water Department's costs of administering its responsibilities under this ordinance are necessary to support the land and habitat acquisition policies established under Ordinance 114632 and are therefore reimbursable from the proceeds of the second growth timber sales.

If approved, this legislation will enable us to implement some near term agreements and second growth timber sales within the Cedar River Watershed as envisioned by the City's Secondary Use Policies adopted in August 1989, thus completing the initial phase of negotiations between the City and the U.S. Forest Service.

A second phase of negotiations, scheduled to be completed by September 30, 1992, will address issues, such as land ownership and watershed access control, which directly relate to the Water Department's primary objective of ensuring the supply of high quality water without additional treatment. Completion of the initial phase of negotiations represents a major and positive step forward

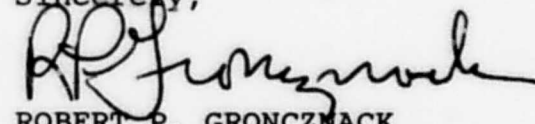
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City Council  
City of Seattle  
September 11, 1990  
Page 3

towards resolution of these and other long standing issues  
between the City and the U.S.F.S.

I look forward to the scheduled consideration of this  
proposal, and I recommend favorable action on it.

Sincerely,



ROBERT P. GRONCZNACK  
Superintendent of Water

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City of Seattle

Executive Department-Office of Management and Budget

Andrew J. Lofton, Director  
Norman B. Rice, Mayor



September 10, 1990

11,604

*OK [Signature]*  
9/10/90

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT Water

SUBJECT: AN ORDINANCE relating to the Water Department, authorizing agreements relating to timber harvesting and sales in the Cedar River Watershed, and increasing expenditure allowances in the 1990 Budget of the Water Department by appropriation of balances accumulating in the Water Fund.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Jim Durigan at 684-8080.

Sincerely,

Norman B. Rice  
Mayor

by  
*J. Durigan*  
ANDREW J. LOFTON  
Budget Director

AL/jd/nc

Enclosure

cc: Superintendent, Water

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STATE OF WASHINGTON - KING COUNTY

30940  
City of Seattle

-ss.

No.

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the Seattle City Council on September 24, 1990, and published here by title only, will be mailed at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8354.

ORDINANCE 115335

AN ORDINANCE approving a collective bargaining agreement between the Seattle-King County Department of Public Health and Washington State Nurses Association (Supervisors Unit), effective through December 31, 1992, and providing payment therefor.

ORDINANCE 115336

AN ORDINANCE relating to the Department of Parks and Recreation authorizing a grant agreement with the State of Washington's Interagency Committee for Outdoor Recreation and making a reimbursable appropriation from the Cumulative Reserve Fund for the acquisition of property known as Olmsted/Fairview Park on Lake Union.

ORDINANCE 115338

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing a grant agreement with the State of Washington's Interagency Committee for Outdoor Recreation and making a reimbursable appropriation from the Cumulative Reserve Fund for the acquisition of property known as Madison Park/McGilvra Estates.

ORDINANCE 115339

AN ORDINANCE relating to the Water Department authorizing agreements relating to timber harvesting and sales in the Cedar River Watershed, and increasing expenditure allowances in the 1990 Budget of the Water Department by appropriation of balances accumulating in the Water Fund.

ORDINANCE 115340

AN ORDINANCE relating to the Seattle Center Department: accepting a gift from the Seattle Center Foundation consisting of landscaping services in the area of the "Olympic Illad" sculpture and authorizing the naming of such area as the "Ken & Missy Fisher Plaza".

Publication ordered by NORWARD J. BROOKS, Comptroller & City Clerk.  
Date of official publication in Daily Journal of Commerce, Seattle, October 5, 1990.  
10/5(30940)

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

T/O ORD: 115335, 36, 38, 39, 40

was published on

10/05/90

The amount of the fee charged for the foregoing publication is the sum of \$

, which amount has been paid in full.

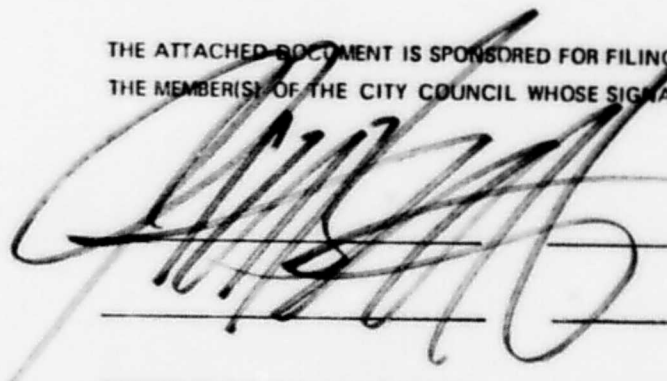
*[Signature]*  
Subscribed and sworn to before me on  
10/05/90  
*[Signature]*  
Notary Public for the State of Washington,  
residing in Seattle

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TIME AND DATE STAMP

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**FOR CITY COUNCIL PRESIDENT USE ONLY**

COMMITTEE(S) REFERRED TO: \_\_\_\_\_  
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PRESIDENT'S SIGNATURE

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