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Introduced by: Larry Phillips  
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June 21, 1995

Proposed No.: 95-439

**11829**

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE authorizing the county executive to  
2 execute Agreements with the State of Washington  
3 Department of Natural Resources and the Mountains  
4 to Sound Greenway Trust for acquisition and  
5 transfer of surplus forest land and the  
6 application of biosolids within King County.

7 BE IT ORDAINED by the Council of King County:

8 SECTION 1. Findings.

9 A. The King County Council, by its Motion No. 9472 on  
10 January 23, 1995 authorized the development of an agreement  
11 with the State Department of Natural Resources and Mountains to  
12 Sound Greenway Trust to acquire strategic forest lands within  
13 the "Greenway" along the Interstate 90 corridor between  
14 Snoqualmie Pass and Puget Sound, and to restore selected forest  
15 lands by applying biosolids to these lands.

16 B. The goals of King County, by and through its water  
17 pollution control division (hereinafter called "WPCD" or its  
18 successor) are to provide for short term biosolids application  
19 lands by accepting the proposal from the Weyerhaeuser Company  
20 for additional biosolids application lands and to provide for  
21 long term biosolids application rights by entering into an  
22 agreement with the Department of Natural Resources and the  
23 Mountains to Sound Greenway Trust that will result in enhanced  
24 forest soils, tree growth, wildlife habitat, and water quality  
25 within King County at an economic advantage to the sewer rate  
26 payers and taxpayers for the County.

27 C. MTS will manage a six year public education and  
28 outreach program on the safety of and ecological necessity for  
29 biosolids recycling and on the environmental and economic  
30 effects of maintaining sustainable commercial forests.

31 D. The lands conveyed to Department of Natural Resources  
32 will be managed in accordance with the State's Forest Resource  
33 Plan.

1 E. Department of Natural Resources will make available,  
2 for the term of this contract and any extensions, at least 3600  
3 acres within King County to WPCD for biosolids application.

4 F. WPCD will receive sixty percent of the harvest  
5 receipts from the WPCD Trust Lands which will be reserved for  
6 WPCD or its successor divisions. Nothing shall prevent the use  
7 of funds for the purchase of additional biosolids application  
8 lands consistent with the terms of the Agreement. Fifteen  
9 percent of the harvest receipts will be distributed to King  
10 County taxing agencies, or, upon the recommendation of the  
11 Council, the 15% proceeds may be applied to purposes that are  
12 consistent with this Agreement and the County's environmental,  
13 open space, or growth management policies. Department of  
14 Natural Resources will retain 25% of the harvest receipts from  
15 the WPCD Trust Lands for managing the lands and timber.

16 G. It is in the best interest of the County and its  
17 people to transfer and convey certain specified parcels of land  
18 to the Department of Natural Resources in trust to accomplish  
19 the purposes herein.

20 H. For the purposes of intergovernmental transfer, these  
21 properties are deemed to be surplus and will be transferred to  
22 DNR in accordance with KCC 28.28.060 and Ch. 39.33 RCW.

23 SECTION 2. Third Party Agreements.

24 The Weyerhaeuser Company has committed to accept  
25 additional amounts of biosolids on Weyerhaeuser lands for six  
26 years upon the signing of the Agreement between King County,  
27 Department of Natural Resources, and the Mountains to Sound  
28 Greenway. Weyerhaeuser's commitment will allow King County to  
29 avoid certain costs of transporting biosolids to eastern  
30 Washington.

31 The University of Washington, which is currently under  
32 contract with WPCD to provide independent monitoring and  
33 evaluation for biosolids applications, will extend its services  
34 under the terms of the Agreement and provide annual written  
35 reports to all parties.

1        SECTION 3. Executive Authorization.

2        A. To achieve the goals described above, the Council  
3 hereby authorizes the County Executive to execute and implement  
4 an Agreement with the Department of Natural Resources and the  
5 Mountains to Sound Greenway Trust, in substantially the form  
6 attached and any modifications thereto. The Agreement shall be  
7 effective from the date of signing through June 30, 2046.

8        B. To implement the terms of the Agreement identified  
9 above, the County Executive is authorized to enter into related  
10 contractual agreements as follows:

11            (i) An agreement to transfer to DNR at least 2400 acres  
12 of forest lands in King County now belonging, or hereafter  
13 purchased by WPCD consistent with the intent of the agreement  
14 specified in Section 2.A.

15            (ii) To purchase new lands within the Greenway as  
16 defined in the Agreement using approximately \$5.9 million  
17 previously reserved for the purchase of biosolids applications  
18 lands. These lands may be transferred to DNR and designated  
19 WPCD Trust lands.

20            (iii) An agreement with the University of Washington to  
21 monitor King County's biosolids application process. The  
22 agreement may be extended annually for fifty years, payment not  
23 to exceed \$25,000 annually for the first three years.  
24 Thereafter, the contract amount may be adjusted annually to  
25 cover additional work or inflationary costs.

26            (iv) A separate agreement with the University of  
27 Washington to monitor the biosolids application process on  
28 designated Weyerhaeuser Company lands. The contract will not  
29 exceed \$30,000 annually for a six year period.

30            (v) An agreement with MTS for a compost pilot program  
31 and for a public education and outreach program pertaining to

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biosolids recycling. King County will pay MTS twenty-four quarterly installments of \$32,500 each for the supervision and application of compost on steep slopes and logging scars within the greenway, and \$25,000 annually for managing the education program. The term of this agreement will be for six years.

(vi) Agreements with the Weyerhaeuser Company relating to their acceptance of approximately 25,000 tons of Class B biosolids per year for six years, pursuant to their letter dated October 12, 1994.

INTRODUCED AND READ for the first time this 19<sup>th</sup> day of June, 1995.

PASSED by a vote of 12 to 0 this 26<sup>th</sup> day of June, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Petrus  
Clerk of the Council

Darryl Locke  
this 26<sup>th</sup> day of June, 1995

Approved & signed

ATTACHMENTS: Agreement Pertaining to Forest Land Acquisition and Biosolids Application

King County  
Executive

Tenney\WP\MTSG\Ordin621