

PROPOSED ORDINANCE  
NO. 10000

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3 AN ORDINANCE indicating the willingness of King County to  
4 cooperate with the U. S. Department of Housing and Urban  
5 Development in conducting Operation Breakthrough and pro-  
6 viding for certain services, aids and variances to accomp-  
7 lish this cooperation.

8 Section 1. Hereafter in this Ordinance, HUD means the United  
9 States Department of Housing and Urban Development, and Break-  
10 through means Operation Breakthrough being conducted by that De-  
11 partment.

12 Section 2. HUD is conducting BREAKTHROUGH to utilize mod-  
13 ern techniques of production, marketing and management in order  
14 to provide quality homes, in volume, for all income levels through  
15 cooperative efforts by private enterprise, labor and consumers,  
16 and by local, State and Federal governments.

17 As a major phase of BREAKTHROUGH, HUD will evaluate and ap-  
18 prove proposals submitted by private industry for housing systems  
19 and construction concepts involving the application of new tech-  
20 nology, financing methods, and management techniques, designed to  
21 supply aggregated markets with quality housing produced in vol-  
22 ume and with economies achieved through larger scale production,  
23 more efficient management and improvement in systems of production,  
24 construction, land use, and financing.

25 As a further essential phase of BREAKTHROUGH, HUD will sel-  
26 ect certain regional prototype sites throughout the country on  
27 which HUD-approved housing systems will be constructed for the  
28 purpose of testing, evaluating and demonstrating all aspects, in-  
29 cluding site layouts and development, costs, financing methods,  
30 and market acceptability, as well as the physical quality of the  
31 housing and the construction process.  
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1           Section 3. HUD is expressly authorized by law to Undertake  
2 housing research and studies cooperatively with industry and labor  
3 and public and private organizations, including the development  
4 and demonstration of the construction and operation of such  
5 housing and the promotion of acceptance of new and improved  
6 techniques. In connection with such undertakings and all HUD  
7 functions, HUD is also expressly authorized by law, with the  
8 consent of the agency concerned, to utilize, contract with and  
9 act through any Federal, State or local public agency or  
10 instrumentality, educational institution or nonprofit agency  
11 or organization and is authorized to accept and utilize equip-  
12 ment, facilities or services of the employees of such agencies,  
13 instrumentalities or organizations.

14           Section 4. It is anticipated that some of the occupants  
15 of BREAKTHROUGH will be families or persons who cannot afford  
16 to live in decent, safe and sanitary housing without the financial  
17 assistance, and King County is expressly authorized to cooperate  
18 in connection with housing for such persons and families, includ-  
19 ing cooperation by way of planning and replanning, zoning and  
20 rezoning, and making of exceptions from building regulations and  
21 ordinances and also has general authority to make exceptions from  
22 local requirements relating to land use and construction and  
23 occupancy of buildings and general authority to enter into  
24 agreements with the Federal Government. King County Desires to  
25 be selected by HUD as the location for one of the regional pro-  
26 totype sites, because participation by King County in BREAKTHROUGH  
27 will provide it with assistance in solving its problems by afford-  
28 ing opportunities to increase the supply of housing for all of its  
29 people, including low and moderate income families, to relieve  
30 urban congestion and resulting urban tensions, to increase its  
31 housing inventory subject to property taxes, to attract new  
32 industry and supporting businesses, to provide new employment  
opportunities, to use and implement the results of city planning  
programs, and to share in a working partnership with the Federal

1 and State governments and the private sector.

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3 Section 5. King County will further benefit from its  
4 participation in BREAKTHROUGH in that HUD will, if requested,  
5 provide FHA and public housing financing for BREAKTHROUGH units  
6 and provide other appropriate assistance under other HUD pro-  
7 grams. It is anticipated that the prototype housing to be con-  
8 structed will involve some variances from local requirements  
9 relating to land use, and construction and occupancy of build-  
10 ings; that HUD will approve any such variances; that HUD will  
11 arrange with nationally recognized and professionally acceptable  
12 scientific and engineering organizations for an examination and  
13 validation of test results and test procedures before or after  
14 construction; and that HUD will certify as to the acceptability  
15 of the housing for occupancy and permanent use on the basis of  
16 sound performance standards.

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18 Section 6. King County desires that prototype housing in  
19 the BREAKTHROUGH program be constructed on the prototype site  
20 described as follows and recognizes that such construction  
21 cannot take place without such approved variances from such  
22 local requirements:

23 LEGAL DESCRIPTION:

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25 The W1/2 of the NW1/4 of the SW1/4;  
26 the NE1/4 of the NW1/4 of the SW1/4; the  
27 N1/2 of the NE1/4 of the SW1/4, All in  
28 Section 28, Twp. 24 N., R. 5 E., W.M. in  
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00264

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King County, Washington, EXcept the West 30 ft. thereof for Right-of-Way known as 116th Avenue S.E. and EXCEPT, that portion of the said NW1/4 of the SW1/4 described as follows:

Beginning at a point 810.75 feet South and 30 feet East of the NW corner of the SW1/4; thence S 89°03'42" E 150 feet; thence S 11°54'19" E 82.05 Feet; thence S 15°42'31" E 250.5 feet; thence S 71°15'26"E 166.88 feet; thence S 10°20'03" 159.25 feet to the South line of the NW1/4 of the SW1/4 of said Sec. 28; thence West along said South line to the East Right-of-Way margin of 116th Avenue S.E.; thence North along said East Margin 520 feet to the point of beginning; and EXCEPT that portion of the N1/2 of the NE1/4 of the SW1/4 platted as Hazelwood Hills Div. No. 2 Recorded in Vol. 82 of Plats, pages 51 52 and 53, and Hazelwood Terrace Div. No. 3 Recorded in Vol. 71 of Plats, pages 20 and 21 all in Records of King County, Washington.

The above described property is presently classified as R.S.7200 by King County.

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Section 7. For the purpose of enabling and inducing HUD, private and public organizations, manufacturers, builders, investors, and others who may be involved, to make commitments and expenditures of funds and property in connection with said BREAKTHROUGH housing on a BREAKTHROUGH prototype site, described in Section 6.

King County will:

1. Furnish or cause to be furnished to BREAKTHROUGH and its occupants public services and facilities of the same character and to the same extent as are furnished from time to time, without cost to other dwellings and inhabitants in the County.
2. Grant such variances from the building, housing and other codes and regulations and make such changes in zoning of the site and surrounding area as may be necessary to permit construction, alteration, occupancy, and disposal for intended use, of BREAKTHROUGH or any part thereof all in accordance with the plans, purposes, and objectives as perscribed or approved by HUD, and in accordance with standards adopted by HUD and the U. S. Bureau of Standards.
3. Assist and cooperate in the planning, undertaking, construction operation, and disposal of BREAKTHROUGH by taking all other actions and providing all other services and facilities authorized by the housing cooperation law and other applicable laws, as determined by HUD to be necessary.
4. Enter into appropriate agreements with HUD and others engaged in any phase of BREAKTHROUGH (and, to the extent it may lawfully do so, cause or assist others to enter into such agreements) to assist and cooperate as set forth in "1" through "3" above, which agreements shall contain, among others, provisions to the following effect:

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(a) That in the event HUD should declare any of the parties involved in BREAKTHROUGH to be in default, HUD shall have the right (i) to succeed to the benefits agreed to be provided under the agreement, (ii) to utilize the equipment, facilities, and services of employees of King County to carry out the obligations thereunder, and (iii) to incur such costs and expenses as may be necessary to secure such benefits under the agreement and deduct the amount thereof from any amounts otherwise payable by the Federal Government to King County.

(b) That in the event HUD finds it necessary to take possession of title to BREAKTHROUGH or any part thereof, King County will give full recognition to any transfer of possession or title and will cooperate thereafter with HUD in the execution, operation, and disposal of BREAKTHROUGH.

(c) That the agreement shall not be abrogated or modified without the consent of the Federal Government or its successors in interest so long as any contract for loans, Mortgage insurance, or other financial assistance or any property interest by the Federal Government, with respect to BREAKTHROUGH or any part thereof, remains in force and effect.

INTRODUCED and read for the first time this 1st day of December, 1969.

PASSED this 12th day of December, 1969.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON  
John T. O'Brien  
John T. O'Brien, Chairman

ATTESTED:  
Ralph Q. Stender  
Clerk of the Council

APPROVED this 12th day of December, 1969

[Signature]  
King County Executive

ORDINANCE READINGS  
1st 12-1-69  
2nd 12-8-69  
3rd 12-12-69  
Date