

MOTION NO. 2766

A MOTION authorizing the County Executive to execute a contract with the City of Seattle for the transfer of land for the purposes of constructing a new North District Health Office and Multiservice Center.

WHEREAS, King County and the City of Seattle pursuant to RCW 70.08 operate a combined Seattle-King County Department of Public Health, and

WHEREAS, King County is acting as the applicant to secure both State and Federal funds for construction of the North District Office and Multiservice Center, and

WHEREAS, the City of Seattle desires to transfer to King County the real property described in the contract attached hereto for the site of the North District Health Office and Multiservice Center,

NOW THEREFORE, BE IT MOVED by the Council of King County:

1. The King County Executive is hereby authorized and directed to execute the contract attached hereto, providing for the transfer of land for the purposes of constructing a new North District Health Office and Multiservice Center.

2. The real property is legally described as follows:

Portion of the southeast 1/4 of the southeast 1/4 of the southeast 1/4 of Section 30, Township 26 North, Range 4 East, W.M. described as follows:

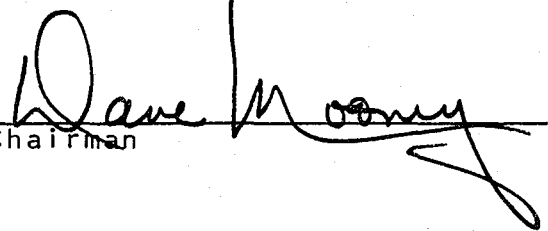
Beginning at the intersection of the center line of Meridian Avenue North with the center line of North 105th Street; thence westerly along the center line of said North 105th Street, a distance of 399.54 feet; thence northerly parallel with the center line of said Meridian Avenue North, a distance of 30 feet to the northerly margin of said North 105th Street and the true point of beginning; thence continuing northerly along the last described line produced, a distance of 384.32 feet; thence easterly parallel with the center line of said North 105th Street, a distance of 359.54 feet to the westerly margin of Meridian Avenue North as now established; thence southerly along said westerly margin, a distance of 374.27 feet to a point of curvature; thence on a curve to the right having a

1 radius of 20 feet, through an angle of 90°47'47",
2 an arc distance of 31.69 feet to a point of
3 tangency on the northerly margin of said North
4 105th Street; thence westerly along said
5 northerly margin to the true point of begin-
6 ning.

7 Situated in the City of Seattle, County of King,
8 State of Washington.

9 PASSED this 29th day of November, 1976.

10 KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON

12 
13 Chairman

14 ATTEST:

15 
16 Deputy Clerk of the Council

EXHIBIT "A"

CONTRACT FOR TRANSFER OF LAND

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4 WHEREAS, in 1950, pursuant to authority contained in
5 Chapter 46, Laws of 1949, now codified as Revised Code of
6 Washington (RCW) Chapter 70.08, King County, a political
7 subdivision of the State of Washington and The City of
8 Seattle, a municipal corporation of the State of Washington,
9 by King County Resolution 12356 and Seattle Ordinance 79432,
10 respectively, agreed to and did establish and commence to
11 operate a combined County and City Health Department to be
12 known and now known as "Seattle-King County Department of
Public Health"; and

13 WHEREAS, except as amended by Ordinance 98327 of The
14 City of Seattle and King County Ordinance 00163 to provide
15 for performance by such combined Department of the functions
16 and duties of the office of Medical Examiner of King County,
17 said King County Resolution 12356 and City of Seattle Ordinance
18 79432 constitute the entire agreement and the parties continue
to operate thereunder; and

19 WHEREAS, in 1954 a substantial area in unincorporated
20 King County lying immediately north of the then City limits,
21 approximately Northwest 85th Street, North 85th Street and
22 Northeast 85th Street and extending to Northwest 145th
23 Street, North 145th Street and Northeast 145th Street, was
24 annexed to The City of Seattle and a substantial increase in
25 population of such annexed area has since occurred until now
26 the efficient operation of the combined Health Department
27 requires that a multi-service health facility be constructed
28 in the northern part of Seattle; and

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2 WHEREAS, The City of Seattle owns the following-described
3 real property acquired pursuant to Ordinances 97356, 98008,
4 98634, 98659, 98660, 98938 and 100283 (deeds accepted by
5 Ordinances 98856, 98595, 98802, 98857 and 100864; condemnation
6 award accepted by Ordinance 100153):

7 Portion of the southeast 1/4 of the southeast 1/4
8 of the southeast 1/4 of Section 30, Township 26
North, Range 4 East, W.M. described as follows:

9 Beginning at the intersection of the center line
10 of Meridian Avenue North with the center line of
11 North 105th Street; thence westerly along the
12 center line of said North 105th Street, a distance
13 of 399.54 feet; thence northerly parallel with the
14 center line of said Meridian Avenue North, a
15 distance of 30 feet to the northerly margin of
16 said North 105th Street and the true point of
17 beginning; thence continuing northerly along the
18 last described line produced, a distance of 384.32
feet; thence easterly parallel with the center
19 line of said North 105th Street, a distance of
20 359.54 feet to the westerly margin of Meridian
21 Avenue North as now established; thence southerly
22 along said westerly margin, a distance of 374.27
23 feet to a point of curvature; thence on a curve to
24 the right having a radius of 10 feet, through an
25 angle of 90°47'47", an arc distance of 15.85 feet
26 to a point of tangency on the northerly margin of
27 said North 105th Street; thence westerly along
28 said northerly margin to the true point of beginning.

Situate in the City of Seattle, County of King,
State of Washington.

20 which property contains an area of approximately 3.17 acres
21 and was purchased pursuant to said ordinances for general
22 municipal purposes, including a site for a health center;
23 and

24 WHEREAS, the County and City agree that the use of the
25 foregoing site after construction of a suitable facility
26 will best accord with the geographic, economic, demographic
27 and other factors influencing development of local communities
28 and their needs; and

1
2 WHEREAS, on November 7, 1972, at a general election,
3 the people of the State of Washington approved the issuance
4 by the State of Washington of general obligation bonds in
5 the sum of \$25,000,000, or so much thereof as may be necessary,
6 for the ". . . planning, acquisition, construction and
7 improvement of health and social service facilities in this
8 state"; and

9 WHEREAS, RCW 43.83D.040 relating to said bonds provides
10 that

11 "ADMINISTRATION OF PROCEEDS -- COMPREHENSIVE
12 PLAN -- USE OF FUNDS. The proceeds from the sale of
13 the bonds deposited in the state and local improvements
14 revolving account of the general fund under the terms
15 of this chapter shall be administered by the state
16 department of social and health services, subject to
17 legislative appropriation. The department [state]
18 shall prepare a comprehensive plan for a system of
19 social and health service facilities for the state and
20 may use or permit the use of any funds derived from the
21 sale of bonds authorized under this chapter to accomplish
22 such plan by direct expenditures and by grants or loans
23 to public bodies, including grants to public bodies as
24 matching funds in any case where federal, local, or
25 other funds are made available on a matching basis for
26 improvements within the purposes of this chapter."

27 and

28 WHEREAS, King County is a public body and political
subdivision of the State of Washington, eligible to make
application upon its behalf for grants from "Washington
Futures" and other state and federal funds on a matching
basis; and

 WHEREAS, the aforementioned real property, having an
appraised value of \$380,000, may be considered as the equivalent
of local matching funds provided the same is owned by King
County as the grant applicant; Now, Therefore,

1
2 KING COUNTY and THE CITY OF SEATTLE AGREE as follows:

3 1. That The City of Seattle will transfer the following-
4 described real property now owned by the City to King County by
5 a special warranty deed containing the following conditions
6 subsequent:

7 CONDITION ONE

8 That the property herein conveyed be developed and improved
9 and thereafter operated and maintained as a Northend Multi-
10 Service Center for the purpose of providing social and health
11 service facilities including without limitation: social services,
12 adult and juvenile correction or detention facilities, child
13 welfare, day-care, drug abuse and alcoholism treatment, mental
14 health, public health, developmental disabilities and vocational
15 rehabilitation; all as contemplated by RCW 43.83D.010 and more
16 particularly described in RCW 43.83D.050, but in any event a
17 North District office for the Seattle-King County Department
18 of Public Health, for a period not less than the life of those
19 particular bonds, from the sale of which are derived proceeds
20 or funds for the construction of said facility as the life of
21 said bonds shall be determined by RCW 43.83D.020.

22 CONDITION TWO

23 That for the period of time described in Condition One
24 above, that King County, or its successor political subdivision,
25 and any or all transferees of title to the land herein conveyed,
26 will devote not less than 30,000 square feet of the improvement
27 required to be erected by this deed to facilities of the
28 character contemplated by Condition One hereof.

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CONDITION THREE

That for the period of time described in Condition One above, that the real property described herein, except for the purpose of carrying out Condition One and Condition Two, shall not be transferred to any other political subdivision of the State of Washington without the prior consent by ordinance of the grantor, City of Seattle.

CONDITION FOUR

That for the period of time described in Condition One above, that the property herein conveyed not be occupied by or be leased to, in whole or in part, any other governmental subdivision, including but not limited to municipal corporations, to any quasi-public corporation, to any nonprofit corporation, or to any private person, entity, profit or nonprofit, except for the purpose of carrying out Conditions One and Two, without the express consent of The City of Seattle, grantor herein, by ordinance and subject to such conditions as The City of Seattle shall by such ordinance impose.

CONDITION FIVE

King County shall without unreasonable delay undertake and complete construction of the facilities contemplated by Conditions One and Two of the deed referenced in Section 1 hereof.

CONDITION SIX

The property herein conveyed shall be improved and maintained in a manner consistent with all applicable City, County, State and Federal ordinances or laws, including but not limited to those relating to fair employment practices, equal opportunity and nondiscrimination and for the period of time described in Condition One above:

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2 2. The County shall construct, own, maintain and
3 manage said facility, and shall provide and/or administer
4 all funds to be used for construction of the facility other
5 than any cost of acquisition of the construction site.

6 3. Any cost overrun, whether due to inflation or other
7 factors, occurring during construction of the facility, shall
8 be borne by the County; provided, however, that except as
9 prohibited from doing so by the conditions subsequent in the
10 deed referenced in Section 1 hereof, the County may alter
11 the physical size, plans and specifications of the facility
12 to be constructed to accord with projected revenues available
13 to the project. If a reduction in size of the facility is
14 necessitated, priority will be given to the North District
15 Office of the Seattle-King County Department of Public Health.

16 4. Subject to conditions subsequent in the deed referenced
17 in Section 1 hereof, the County may lease to other social and/or
18 health service agencies any such space in the facility to the
19 extent that the same exceeds the space requirements of the
20 Seattle-King County Department of Public Health.

21 5. The County shall provide all building maintenance
22 and management services for the facility; provided, that
23 nothing in this Agreement shall be construed as altering or
24 terminating the arrangements presently existing or as negotiated
25 from time to time in the future, establishing the respective
26 shares of the City and the County for maintenance and operating
27 costs of Health Department District Offices for that portion
28 of the facility to be occupied by the Seattle-King County
Department of Public Health.

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6. Title to the subject property shall pass prior to commencement of any construction of the facility.

7. Title to the subject property shall not pass until the County receives formal notification or other assurances deemed adequate by the County that sufficient funding is available from anticipated sources, including but not limited to Washington State Future's Referendum 29 funding (RCW Ch. 43.83D), to enable the County to construct the facility and notice to that effect is given, in writing, to the City. Should the County not receive sufficient funding from anticipated sources outside the County for construction of the facility, nothing in this agreement shall be deemed to obligate the County to construct the facility utilizing County funds, and the County may withdraw from this agreement upon notice given to the City, in writing.

8. This Agreement shall take effect on the date of its execution given below and shall remain in effect no less than the time period described in Condition One of the deed referenced in Section 1 hereof.

DATED this _____ day of _____, 1976.

COUNTY OF KING:

THE CITY OF SEATTLE

JOHN D. SPELLMAN
King County Executive
Pursuant to authority of
Ordinance _____

WESLEY C. UHLMAN
Mayor
Pursuant to authority of
Ordinance _____

ATTEST: _____

ATTEST:

E. L. KIDD
City Comptroller and
City Clerk