

ORDINANCE NO. **9458**

AN ORDINANCE relating to the terms under which King County may lease real property, amending Ordinance 2622, Section 19, as amended, and KCC 4.56.180.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 2622, Section 19, as amended, and K.C.C. 4.56.180 are hereby amended to read as follows:

Lease Terms. A. King County may lease real property for a term of years and upon such terms and conditions as may be deemed in the best interests of the public and the county. No lease shall be for a longer term in any one instance than ten years; provided that when King County determines it to be in the best public interest, real property necessary to the support or expansion of an adjacent facility may be leased to the lessee of the adjacent facility for a term to expire simultaneously with the term of the lease of the adjacent facility, but not to exceed thirty-five years, provided, further, that when King County determines it to be in the best public interest, where the property to be leased is improved or is to be improved, and the value of the improvement is or will be at least equal to the value of the property to be leased, the county may lease such property for a term not to exceed thirty-five years; provided, further, that where the property to be leased is to be used for public recreation and police training purposes or for major airport, industrial, or commercial purposes, requiring extensive improvements, the county may lease such property for a term equal to the estimated useful life of the improvements, but not to exceed fifty years; provided further, that leases entered into pursuant to the provisions of Section 4.56.160(d) may extend for the period of years necessary to amortize the special purpose funds, not to exceed twenty-five years.

1 B. The lessee shall not improve or alter the leased property
2 in any manner without the prior written consent of the county,
3 but shall, before making improvements or alterations, submit
4 plans and designs therefor to the county for approval. In the
5 event that the plans and designs are disapproved, such
6 improvements or alterations shall be made only with such changes
7 as may be required by the county. Unless otherwise stipulated,
8 all improvements or alterations erected or made on the leased
9 property shall, on expiration or sooner termination of the lease,
10 belong to the county without compensation to lessee; provided,
11 however, that the lessor shall have the option, to be exercised
12 on expiration or sooner termination of this lease, to require the
13 lessee to remove any or all such improvements or alterations. If
14 the lessee fails substantially to make the improvements or
15 alterations required of him by the lease, the lease shall be
16 terminated and all rentals paid shall be forfeited to the county.

17 C. Any lease made for a longer period than five years shall
18 contain provisions requiring the lessee to permit the rentals to
19 be adjusted and fixed by King County every five years; provided
20 that any lease may provide for more frequent readjustments. When
21 the lease permits King County to adjust the rent, King County
22 will give the lessee written notice of the adjusted rent, in
23 accordance with the terms of the lease. The rent as adjusted
24 shall take effect thirty days after the date of the notice.
25 Unless the lessee, within thirty days following the receipt of
26 the notice from King County, gives King County written notice of
27 his rejection of the adjusted rent, the rent as adjusted by King
28 County will be the rent for the appropriate period. If the
29 lessee and King County cannot agree upon the rental readjustment,
30 the rent for the period will be adjusted by arbitration. The
31 lessee and King County will select one disinterested arbitrator
32 each, and the two selected arbitrators will select a third. If
33

1 the two arbitrators have not selected a third arbitrator within
2 thirty days after the selection of the last selected of the two,
3 either the lessee or King County will apply to the presiding
4 judge of the Superior Court in King County for the appointment of
5 a third arbitrator. Each arbitrator will be a member of the
6 American Institute of Real Estate Appraisers, the Society of Real
7 Estate Appraisers, or other appraisal society or association
8 having equivalent ethical and professional standards. If, in the
9 future, a licensing requirement for real estate appraisers is
10 imposed by any legislative body, each arbitrator will also be so
11 licensed. The three arbitrators will determine a fair rent for
12 the premises based upon the fair market rental value of the
13 property, as defined in Section 4.56.010. The decision of a
14 majority of the arbitrators will bind both the lessee and King
15 County. At the conclusion of the arbitration, the arbitrators
16 will submit written reports to the lessee and King County. The
17 cost of the arbitration will be divided equally between the
18 lessee and King County.

19 D. Except as provided in subsection D. of Section 4.56.160,
20 the rent of all leases of county real property shall be based
21 upon fair market rental value, as defined in Section 4.56.010.
22
23
24
25
26
27
28
29
30
31
32
33

1 E. No lease shall be assigned or subleased without the
2 assignment or sublease being first authorized by the county in
3 writing. All leases, when drawn, shall contain this provision.
4

5 INTRODUCED AND READ for the first time this 29th day
6 of January, 1990.

7 PASSED this 29th day of May, 1990.

8
9 KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

10 Lois North
Chair

11 ATTEST:

12 Gerald A. Peterson
13 Clerk of the Council

14 APPROVED this 8th day of JUNE, 1990.

15
16 Ray F. Felt
17 for King County Executive
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33