

July 1, 1998

Introduced By:

Maggi Fimia
Larry Phillips
Louise Miller

clerk 7/1/98, 10/26/98

Proposed No.:

98-417

ORDINANCE NO. **13314**

AN ORDINANCE authorizing the conveyance of an area known as South Norway Hill Park to the City of Kirkland and authorizing the Executive to enter into an agreement with the City of Kirkland relating to the ownership, funding, operation and maintenance of said property.

PREAMBLE

1. On July 1, 1986, the council of King County adopted Ordinance 7668, finding a certain project, known as Northshore Neighborhood Park Number 4, to be impractical to complete and abandoning said project provided that funds recaptured from the Northshore Neighborhood Park Number 4 were programmed to Edith Moulton and Big Finn Hill Parks as permitted by Forward Thrust Park Resolution No. 34571.
2. In 1989 King County received a 45 foot easement into the property from the State of Washington Department of Natural Resources, making the subject property marketable.
3. In September 1989 King County began the process to surplus the property by advertising internally to its elected officials and department directors that property was to be sold to another governmental agency, or offered for sale to the general public and the proceeds used to acquire or develop park facilities in the Northshore area. Elected officials or department directors were to respond to the real property division indicating their interest in possibly acquiring the subject property or concerns regarding its disposal.
4. In October 1989 the director of the parks, planning and resources department sent two memos indicating the department's interest in potentially using the site for affordable housing development in response to the Council's then mandate to "identify sites suited for affordable housing development" and requesting the delay of a sale of the property until the County Council had reviewed an inventory of appropriate sites for the same purpose.
5. In 1991, the site was included in an inventory of County owned properties, surplus to County purposes but appropriate for the development of affordable housing.

- 1 6. In June, 1992 the mayors of the cities of Kirkland and Bothell wrote the executive
2 noting their awareness that the 9.8 acre South Norway Hill Park was under
3 consideration by the County for housing or a Regional Justice Center. The mayors
4 concluded that the site should be preserved for park and open space purposes and
5 ownership transferred to the two cities citing concerns that removal of the site from the
6 inventory of park land in the Northshore area would have significant negative impacts
7 on the neighborhood and would be inconsistent with King County's proposed
8 Northshore Community Plan.

- 9 7. In correspondence with the cities of Kirkland and Bothell in 1992 the executive agreed
10 to prepare an ordinance transferring the property to the two cities upon completion of
11 an interlocal agreement between Kirkland and Bothell to address a variety of operational
12 issues, including future use, maintenance, and liability.

- 13 8. In 1993, the cities of Kirkland and Bothell entered into an interlocal agreement to
14 accept the property, generally known as South Norway Hill Park, through joint
15 ownership. When the cities sent the interlocal agreement to the County, the County was
16 to prepare an ordinance transferring the property. For some unknown reason the
17 ordinance and transfer of ownership did not occur. In the meantime, Kirkland and
18 Bothell have been alternating maintenance of the property on an every other year basis.

- 19 9. In 1996, the King County Council adopted Ordinance 12394 which amended sections of
20 K.C.C. 4.56 including Section 2, A.1. to read:

21 If in the judgment of the property services division a county department cannot
22 justify the retention of real property for which it is the custodian or if a
23 department determines that real property is surplus to its needs, the property
24 services shall determine whether any other county department has a need for
25 the property that is related to the provision of essential government services,
26 including but not limited to services for the public health, public safety or
27 service related to transportation, water quality, or surface water or other
28 utilities. If the property is not needed for the provision of essential government
29 services, the property services division shall then determine if the parcel is
30 suitable for affordable housing. If it is deemed suitable for housing the county
31 shall first attempt to make it available or use it for affordable housing pursuant
32 to Section 3 or 4. Suitable for affordable housing for the purpose of this
33 section means the parcel is located within the Urban Growth Area, zoned
34 residential and the housing development is compatible with the neighborhood.
35 If the property is not deemed suitable for the purposes described above, then it
36 shall be determined whether any other department has a need for the parcel.

- 37 10. Because the County never prepared or adopted an ordinance transferring the ownership
38 of the park to Kirkland and Bothell, the parcel was again placed on the executive's list
39 of potential surplus properties in 1997.

- 1 11. The South Norway Hill Park parcel, if surplussed and sold, would be subject to
- 2 Ordinance 12394. It is located in unincorporated King County within the urban growth
- 3 boundary. It is zoned R-6 and is surrounded by detached and attached housing
- 4 development at comparable and higher densities. The site is relatively flat and suitable
- 5 for the development of housing. Approximately 59 units of housing could be developed
- 6 on the site under the current zoning. More housing could potentially be built using
- 7 density bonuses for affordable housing or the dedication of a portion of the site as open
- 8 space.

- 9 12. As the Potential Annexation Area boundaries have since shifted to the north, the city of
- 10 Bothell has asked to be removed from the previous agreement between the cities. The
- 11 subject property is now clearly within the city of Kirkland's planned annexation area.

- 12 13. The city of Kirkland desires to own, operate, and maintain parks, open space, recreation
- 13 facilities and programs and other municipal programs, facilities and properties inside its
- 14 current and future boundaries.

- 15 14. On May 19, 1998 the Kirkland City Council unanimously agreed to request transfer of
- 16 the subject property from King County and reiterated its willingness to accept
- 17 maintenance responsibility.

- 18 15. King County desires to divest itself of ownership, management, and financial
- 19 responsibility for non-regional parks, open space, recreational facilities and programs
- 20 inside current and future City boundaries as outlined in the King County Park,
- 21 Recreation and Open Space Plan, adopted by Ordinance 12349.

- 22 16. In consideration of the mutual benefits to be derived despite forgone opportunities to
- 23 develop affordable housing on the site, it would be in the best interests of the citizens of
- 24 King County to convey the real property described herein to the City which has agreed
- 25 to operate and maintain the property in perpetuity for public park purposes.

- 26 17. The King County Executive has therefore determined that the property should be
- 27 conveyed per the provisions of Resolution 34571 to the City subject to the terms and
- 28 conditions of the interlocal agreement authorized herein including seeking other
- 29 opportunities for the development and preservation of affordable housing in the area.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

31 SECTION 1. The King County Executive, on behalf of the citizens of King County,

32 is hereby authorized to execute a deed of conveyance in favor of the city of Kirkland for the

33 real property listed on the attached agreement and to execute, substantially in the form

34 attached, an interlocal agreement with the City of Kirkland relating to the ownership,

1 funding, operation and maintenance of the said property as described in said interlocal
2 agreement.

3 PROVIDED THAT said agreement establishes a process whereby the parties agree
4 to discuss and study the possibilities and alternatives for seeking other opportunities for
5 development and preservation of affordable housing in the area.

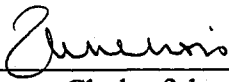
6 INTRODUCED AND READ for the first time this 6th day of July, 1998.

7 PASSED by a vote of 12 to 0 this 26th day of October,
8 1998.

9 KING COUNTY COUNCIL
10 KING COUNTY, WASHINGTON

11 
12 Chair

13 ATTEST:

14 
15 Clerk of the Council

16 APPROVED this 6 day of November, 1998.

17 
18 King County Executive

19 Attachments: A. Interlocal agreement

**Interlocal Agreement Between
King County and the City of Kirkland**

Relating to the Ownership, Funding, Operation and Maintenance
of Parks, Open Space, Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between the City of Kirkland, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its current and future boundaries; and

WHEREAS, the County generally desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside current or projected City boundaries; and

WHEREAS, the subject property could be used to develop approximately 59 units of housing or transferred to the City for public park purposes; and

WHEREAS, in consideration of mutual benefits to be derived the County has determined that the subject property should be conveyed to the City per the provisions of County Resolution 34571; and

WHEREAS, it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption; and

WHEREAS, on May 19, 1998 the Kirkland City Council unanimously agreed to request transfer of the subject property from King County and reiterated its willingness to accept maintenance responsibility;

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title

- 1.1. Within thirty days after the execution of this agreement, King County shall convey to the City by quit claim deed in the following listed park property:

SOUTH NORWAY HILL PARK

That portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Township 26 North, Range 5 East, W.M., described as follows:

Beginning at a point on the South line of said Section 16, which is N.89-19-01 W. 463.27 feet from the South quarter section corner thereof and running thence N.89-19-01 W. 851.81 feet to the S.W. corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N.1-47-04 E. 517.36 feet along the West line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S. 86-25-02 E. 866.95 feet and thence S.3-34-58 W. 474.01 feet to the point of beginning, having an area of 9.77 Acres, More or Less. (Tax Lot 15, Section 16, Township 26 North, Range 5 East, W.M.)

TOGETHER WITH an indivisible easement for a right of way for ingress and egress, over and across the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, the location of which is shown on Plat No. 45489, filed in the Office of the Commissioner of Public Lands at Olympia, Washington, as granted to King County by the State of Washington under Recording No. 8902240166. Said easement, or any of the rights granted therein, shall not be assigned without prior written consent of the State of Washington.

SUBJECT TO an easement granted for right of way for a drainage ditch granted to James A. Condy, March 12, 1969, under State of Washington Application No. 33506. An easement for right of way for sewer and drainage granted to Century Homes, Inc. by the State of Washington on November 3, 1980, under Application No. 50-043356. An easement for right of way for a transmission line granted to the City of Seattle by the State of Washington on August 4, 1930, under Application No. 13912. An easement for right of way for a transmission line granted to the City of Seattle by the State of Washington on April 30, 1927, under Application No. 12915. An easement for right of way for a commercial lease for a rehabilitation home granted to the Department of Social and Health Services by the State of Washington under Application No. 57382.

LESS Coal and Mineral rights as reserved by the State of Washington under Recording No. 7212120479.

- 1.2. The deed to South Norway Hill Park (the "facility") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants, and the following specific covenant: "As consideration for the conveyance of South Norway Hill Park, the City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility, for use by all County residents. The City may trade the facility for property of equal or greater parks and recreational value or open space value. If the City elects to trade the facility, it also covenants to operate and maintain any such acquired property in perpetuity as a public open space or as a public parks recreational facility, for use by all County residents. The City further covenants that it will not limit access to the facility so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City, unless the City has imposed a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents."
- 1.3. The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title, including the covenant presented in paragraph 1.2 above.
2. Responsibility for Operations, Maintenance, Repairs and Improvements.
 - 2.1. Effective upon the date of transfer, the City agrees to accept the facility listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of said facility. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment.
3. Commitment to Housing Opportunities.
 - 3.1. The City commits to an initial meeting with King County and A Regional Coalition for Housing (ARCH) within 60 days upon signing of this Agreement to discuss and study the possibilities and alternatives for other opportunities to develop and preserve affordable housing in the area.
4. Duration. This Agreement shall be effective upon signature and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.
5. Indemnification and Mutual Hold Harmless.

- 5.1. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, relating to this site, which are caused by or result from a negligent act or omission of King County, its officers, agents and employees that occurred prior to the date when the City of Kirkland and/or the City of Bothell commenced maintenance activities at South Norway Hill Park.
- 5.2. The City shall indemnify and hold harmless King County and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, relating to this site, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees.
- 5.3. The City's and the County's indemnification in this section shall survive this Agreement.
6. Non-Discrimination. The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.
7. Audits and Inspections. In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
8. Waiver and Amendments. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach, term, or condition. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.
9. Default.
 - 9.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
 - 9.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
 - 9.3. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the

Parks Interlocal Agreement: South Norway Hill Park

obligations, terms and conditions set forth in this agreement are breached by the other party.

10. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

11. Administration of Agreement.

11.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall each notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

11.2. Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City of Kirkland's City Manager and the County Director of Parks, who shall strive in good faith to resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Kirkland

King County Executive

City Manager

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date