



**CITY OF SEATTLE
ANALYSIS AND DECISION OF THE DIRECTOR OF
THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

Application Number: 3011863
Application Name: Christopher Potter
Address of Proposal: 12701 30th Ave NE

SUMMARY OF PROPOSED ACTION

Land Use Application to allow a shelter to house 100 people for up to 6 months in an existing city facility (former Fire Station #39).

A Temporary Use permit is required for an encampment as provided for in Seattle Municipal Code (SMC) 23.42.040.C.

BACKGROUND

Site and Vicinity Description:

The encampment site is located in a former fire station (Fire Station No. 39) at the northwest corner of Northeast 127th Street and 30th Avenue Northeast in the Lake City neighborhood. The site is zoned Commercial 1 with a 65-foot height limit (C1-65'). The surrounding properties are also zoned commercial (C1-40', C1-65', NC3-85').

Nearby uses include the new Fire Station 39, multifamily residential, offices, and retail.

The proposal is a temporary encampment for up to 100 people in former Fire Station 39 and the adjacent parking lot, owned by the City of Seattle. The encampment encompasses approximately 11,000 sq. ft. of the site,



including about 6,600 square feet of interior space. The interior space includes kitchen, toilet and shower facilities. Encampment residents may sleep either inside the building or outside in tents in the fenced area behind the building. The facility has a secured entrance along 30th Ave. NE. Screening affixed to fencing provides a visual buffer to the west and north.

ANALYSIS

SMC 23.42.040 provides that the Director may grant, deny, or condition a temporary use application for uses not permitted or not meeting development standards in the zone where the use is proposed.

SMC 23.42.040 Subsection C provides that a Master Use Permit for a period of up to six months may be authorized for any use that does not involve the erection of a permanent structure and that meets the requirements of SMC 23.42.040 A.1.a-c:

- a. The use shall not be materially detrimental to the public welfare; and
- b. The use shall not result in substantial injury to property in the vicinity; and
- c. The use shall be consistent with the spirit and purpose of the Land Use Code.

A. The use shall not be materially detrimental to the public welfare.

The City's Land Use, Housing & Building Maintenance, and Building Code are intended to protect the public welfare, including matters of health, safety, and order. The encampment benefits the welfare of the individuals it serves; however, it is unlikely to benefit the welfare of neighboring property owners.

The use is not, however, likely to be materially detrimental to the neighboring property owners or the general public if necessary security and health services are provided and the camp regulates illegal conduct and other activities that give rise to public health and safety impacts. The application will be conditioned to address public health and safety impacts that, if not conditioned, would be materially detrimental to the public welfare.

Further, the six month permit allows individuals in the encampment time to find alternative housing and dismantle the encampment in an orderly and safe manner. Dismantling the encampment in this manner benefits the individuals in the encampment and the general public.

B. The use shall not result in substantial injury to the property in the vicinity.

Three factors ensure the encampment will not result in substantial injury to property in the vicinity: First, the site is surrounded on two sides by streets, buffering physically and visually many of the neighboring properties from the proposed use. Second, the camp will maintain rules of conduct that are designed to protect neighboring properties from adverse impacts during the proposed six month stay. These rules address health and safety concerns for individuals in the encampment and the general public. And third, the temporary nature of the use limits injury to the property in the vicinity, particularly potential injury to property values. As conditioned, the proposed use will not result in substantial injury to the property in the vicinity.

C. The use shall be consistent with the spirit and purpose of the Land Use Code.

SMC 23.02.020 provides that the purpose of the Land Use Code is to: “protect and promote public health, safety and general welfare through a set of regulations and procedures for the use of land...” Recognizing that the Land Use Code does not authorize the use of property for encampments, the temporary use, as conditioned, is not entirely inconsistent with the spirit and purpose of the Land Use Code.

DECISION AND CONDITIONS OF APPROVAL

The temporary use application is granted subject to the following conditions:

For the Life of the Project

1. The City agrees that the Camp may establish an interim encampment at the Site, including portions of the interior of the Building as designated by the City.
2. The Camp agrees that no more than 100 registered residents may reside in the encampment.
3. The Camp shall comply with all applicable federal, state and local laws, regulations, ordinances, rules, and orders relating to the Camp, Site and Building.
4. Washington State Child Protective Services (“CPS”) is welcome to visit the Camp at any time. The Camp will coordinate with CPS regarding any and all children under the age of 18.
5. The Camp will not permit a Sex Offender of any class to reside in the Camp and will have a system to check each individual as he or she requests admission to the Camp.
6. The Camp will permit inspections by the Seattle Fire Department and Department of Planning and Development, as well as representatives from the City’s Department of Finance and Administrative Services at reasonable times. In the event of an emergency, as determined by the City, the City may enter onto the Site and Building without prior notice. The Camp will comply with any directives and conditions established by the City. The Camp will cooperate with the Police in any criminal investigation.
7. The City and the Camp will provide neighboring businesses and residents with notice of the presence of the Camp and regular and ongoing opportunities to discuss any situations which arise from the presence of the Camp.
8. The Camp will keep the encampment area clean and reasonably attractive and will not damage or deface any City property. Sticks, shrubs or other materials from nearby parks, businesses or residences will not be used in the construction of the Camp. Provisions will be made by the Camp for the regular disposal and removal of all trash. The Camp will use containers provided for trash and recycling. The Camp will promptly notify the City of any

damage to the Building or Site. Except for normal wear and tear and agreed upon alterations, the Camp will restore the Building and Site to the condition as of the effective date of this Agreement. As a service to the neighbors, the Camp will perform regular litter patrols in the areas adjacent to the Camp.

9. The Camp will have the use of restroom and kitchen facilities in the Building and will be responsible for maintaining these facilities in a clean and sanitary condition.
10. The Camp will ensure all residents have agreed to the Encampment Rules attached hereto as Exhibit 1. The Camp will diligently enforce its Encampment Rules and ensure that all residents and visitors to the Camp adhere to the rules therein.
11. The Camp shall ensure that no open flames shall be permitted in the Building or within 10 feet of any building entrance.
12. The Camp will ensure that no charcoal or wood fired grills or burn barrels shall be used on the Site.
13. The Camp will ensure that no smoking occurs within the Building or within 25 feet of any building.
14. The Camp will ensure that no electrical wires or cords are run from the interior of the Building to the exterior.
15. The Camp will provide 24 hour security and restricted access to the Building and Site.
16. The City will provide electricity to the Building and the Camp will be judicious in its use of the electricity so as to not trip any breakers. The Camp will not use space heaters inside the building.
17. Either Party may cancel this Agreement for any reason upon 24 hours written notice. The Camp agrees to vacate the Building and Site within 72 hours of such cancellation.
18. The Parties agree that the City is not responsible for the actions, inactions or omissions of the Camp or any resident of the encampment or sponsoring group (Veterans for Peace Chapter 92). All residents shall sign a registration statement acknowledging the resident's willingness to comply with the Code of Conduct and agree not to bring a claim or action against the City for injuries, loss or occurrences happening within or around the encampment. The Camp agrees to compensate the City for all damages or necessary maintenance to the Building or Site that has been caused by the Camp's use or negligence. In addition, the Camp agrees to

release, indemnify and hold the City harmless from all losses, action or liability for damages to persons or property resulting from the action, inaction or omission of the Camp or any encampment residents.

19. The Camp will promptly inform the City contact person of any emergency (911) calls and, in the event, no later than the morning after they have occurred.
20. The Camp is hereby advised and understands that the personal property of the Camp and its residents is not insured by the City for either damage or loss and the City assumes no liability for such loss.
21. The City and Camp designate the following staff person for service of all notices provided for in this agreement:

1. Scott Morrow (Camp Staff)
P.O. Box 2548
Seattle, WA 98111
scott@nickelsvilleseattle.org
(206) 450-9136
2. Kyle Joyce (City Staff)
P.O. Box 94689
Seattle, WA 98124-4689
Kyle.joyce@seattle.gov
206-684-7154

Both Parties are under a continuing obligation to update the designation of their respective contact persons in writing as necessary.

22. The Camp will not allow to be made any noise or nuisance which, in the reasonable opinion of the City, disturbs the comfort or convenience of members of the neighborhood. Both Parties will respond promptly to questions, concerns or complaints of the other or of neighbors in a respectful manner.
23. Each Party will bear its own costs associated with the compliance or enforcement of this Agreement.

Signature: _____ (signature on file) Date: January 6, 2011
Molly Hurley, Senior Land Use Planner
Department of Planning and Development

MH:bg

Attachment: Exhibit 1

Hurley:2010MUPs\3011863

EXHIBIT 1

ENCAMPMENT RULES

Date: / /

Initials

- ___ 1. Absolutely no alcohol, or controlled substances (without prescription). **ZERO TOLERANCE**
- ___ 2. No violent behavior or words, aggressive behavior or words, anywhere in camp, including in tents. **ZERO TOLERANCE**
- ___ 3. Be respectful and courteous to everyone regardless of race, gender, sexual orientation, religious beliefs, etc.
- ___ 4. Only security and donation coordinator are to approach donors and two people must sign donation log for donations.
- ___ 5. Sign in every day before you leave.
- ___ 6. Quiet time is from 9 PM to 7 AM.
- ___ 7. Absolutely no contact with Host, this includes facilities, services, rest rooms, etc...except by those assigned to do this. **ZERO TOLERANCE**
- ___ 8. No smoking or open flames in tents. **ZERO TOLERANCE**
- ___ 9. No open flames or fires, except for in designated areas
- ___ 10. Kitchen is to be closed from 4PM – 6 PM daily except for kitchen co-coordinator
- ___ 11. No weapons, including knives over 4 inches. **ZERO TOLERANCE**
- ___ 12. Be considerate of each other, and don't do stupid stuff
- ___ 13. Two people will be on security at all times
- ___ 14. No Sexual Predators. **ZERO TOLERANCE**
- ___ 15. Residents and guests are to remain in designated camping and community areas.
- ___ 16. No Stealing, or theft of property. **ZERO TOLERANCE**
- ___ 17. Residents must be dressed when outside of their tents (no shirts, no shoes, no service).

If you are in violation of any of the zero tolerance rules (#1, 2, 7, 8, 11, 14, and 16), we will ask you to leave. You will also be required to give up your tent, which belongs to the encampment.

If you refuse, the encampment show of force team will be called in to ensure that you leave and the proper authorities will be called.

By signing below, I agree that residing at this encampment is at my sole risk, and that I hold the City of Seattle harmless from any claim whatsoever with respect to the condition of the facilities or the action or inaction of any person on or about the premises.

Security

Resident (please print)

Signature