BEFORE THE HEARING EXAMINER
CITY OF SEATTLE

In Re: Appeal by **SAFE AND AFFORDABLE SEATTLE,** **MAGNOLIA NEIGHBORHOOD PLANNING COUNCIL,** **ELIZABETH CAMPBELL,** of a determination of non-significance of amendments by the City of Seattle	NO: W-19-006 DECLARATION OF WILLIAM MILLS IN SUPPORT OF THE CITY'S MOTION TO DISMISS

I, William Mills, declare as follows:

1. I am a Strategic Advisor 2 with the Seattle Department of Construction and Inspections and have direct knowledge of the information and documents described in my declaration.

2. On April 30, 2018, Elizabeth Campbell submitted State Environmental Policy Act ("SEPA") comments during the comment period of the Determination of Non-Significance issued regarding the applications for temporary use permit, master use permit/project number 3030888-LU for 1601 15th Avenue West, Seattle Parcel No's 7666201560 and 7666201595. Attached to my Declaration as Exhibit 1 is the above referenced SEPA comment letter dated April 30, 2018 submitted by Elizabeth Campbell.

Peter S. Holmes
Seattle City Attorney
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(206) 684-8200

3. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 30th day of September at Seattle, Washington.

s/ William Mills
WILLIAM MILLS

Peter S. Holmes
Seattle City Attorney
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Exhibit 1

April 30, 2018

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Seattle, Washington 98124-4019
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PRC@seattle.gov

Department of Construction and Inspections
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Human Services
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300 Desmond Drive
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RE: SEPA COMMENT RE APPLICATIONS FOR TEMPORARY USE PERMIT, MASTER USE PERMIT/PROJECT NUMBER 3030888-LU FOR 1601 15TH AVENUE WEST, SEATTLE PARCEL NO.s 7666201560 and 7666201595

According to the City of Seattle, the general purpose, and general provisions of its environmental, land, building, and fire codes, "...is to protect and promote public health, safety and general welfare through a set of regulations and procedures for the use of land which are consistent with and implement the City's Comprehensive Plan. Procedures are established to increase citizen awareness of land use activities and their impacts and to coordinate necessary review processes."

The Applicant's unsigned checklist was intentionally or unintentionally drafted to be so lacking in information, from little to none was supplied in the required information sections so as to give a generally vague picture of the majority of aspects or elements of the proposed project, so as to make it impossible for the public to formulate an opinion about the project and its elements, and then make it impossible to submit informed and comprehensive comments about the the contents of the checklist or the project; and likewise so as to render the checklist an unreliable and an unreasonable document and basis for the lead agency to review the project from, to form sound, reasonable, or logical conclusions about it, and then to be able to render a decision about the project that is not arbitrary or capricious.

Most of the critical environmental information that was to be supplied by the applicant about air, geology, noise, contaminants, transportation, and light for example was scant at best and presented in a dismissive manner by the applicant as having little to no material impact or effect related to those – either those generated by the project, or those generated outside of the property but affecting the inhabitants of the property.

Quick examples of the failure of the applicant to provide the type of information that non-City of Seattle/non-City of Seattle contractors and partners applicants are required to make include but are not limited to the following such things that are found in the following sections of the Checklist:

7. Future Proposals
Known expansions and related proposals that are expected to occur, but have not undergone environmental review, should be identified. It may be possible to incorporate the review of future aspects within the review of the current proposal, saving time and money later.

The applicant fails to provide critical and known information that the City of Seattle has already made the decision to one, issue a DNS for the project regardless of the impacts of it; and two, that the City has already made the decision to issue any and all permit(s) for it, including before any of the permitting process(es) is/are completed or even if they were never completed. These circumstances affect the nature and duration of any impacts of the project. By obscuring the details that this project for example is not in fact "temporary" within the legal sense of the City's use in its schedule of permit types, this skews the analysis of what the project's true effects may or may not be.

8. Environmental Information
Include reports, studies, or other environmental documents that have been, are being, or will be prepared that provide relevant environmental information about your project, the site, or the area. They may be created to support your proposal, for a similar or related project, or they may have been developed during planning by the city or county, etc.
Identify the special reports, studies or plans required by development regulations or submitted with project applications. Examples might be:
Wetland Report
Traffic Study
Geotechnical Study
Archaeological Report
Stormwater Pollution Prevention Plan (SWPPP)

Rather than providing the known reports that are in the possession of either the property owner or the lessee, the Applicant provides no such documentation with the checklist. For example the Applicant did not provide readily available environmental pollution studies about the known pollution at the site; geotechnical reports that pertain to the liquefaction zone and the concomitant seismic vulnerabilities that affect the site and the risks associated with those conditions; traffic and noise studies which clearly establish the harmful-to-humans effects at the site that will affect the upwards of 100 occupants and personnel that are to be located at the site some on a 24/7 basis; and homeless housing studies about whether the sort

of housing situation proposed by the applicant is reasonable, humane, or otherwise a best practice or circumstance for the individuals that are expected to live there.

9. Pending Approvals
Include any permits, funding, or other approvals that have already been applied for that affect the project site but are not part of the current proposal. Examples include a rezone request, water right application, previous proposal of which this is an addition, etc.

As was noted in #7 above, the Applicant has failed to disclose the City's "pending" approvals for the project.

There is also a lack of clarity about *who the proper applicant for this project is*. The City of Seattle is the lessee of the parcels in question (the Port of Seattle is the lessor). However the contractor that provides the management of encampment operations is listed as the applicant. In keeping with the documented lack of candor, its history of dilatory tactics by the City of Seattle and its obfuscation of SEPA, land use, and building permitting processes that it has been engaged in since it first entered into a lease for the property in September of 2017, some seven months now, it is entirely consistent with that history that the City inveigles an improper party to "apply" for a land use permit with the City and in the bargain the applicant drafts a worthless SEPA checklist document that provides little to no valid or credible information about the project, that by extension fails to provide the necessary and proper notice and information about the project, upon which first the public is to comment and then upon which the City is required to make an informed decision about.

There also is the matter that the checklist focuses on the *expansion* of the existing shed and tent complex, however, the SEPA review must review the totality of the project, *the entire project*, which includes the construction of improvements and buildings, the establishment of the residential and other uses thereon, the operational aspects of it, all the elements that go into the project, even if they are already in existence, the review must include those and then its expansion. To focus on the expansion and to give short shrift to the underlying premise and conditions of the project is a mis-application of the SEPA law and regulations, in effect it appears to be an attempt to avoid or subvert SEPA review.

Accordingly the request is made that one, the City remand the checklist document to the proper applicant with the direction that the applicant must fully comply with the spirit of and the law related to the SEPA and the SEPA checklist and must set forth in the checklist the necessary and full, accurate details of the project, and then two, once the City receives back a fully completed amended checklist if you will, that upon proper public notice that the checklist be re-submitted to the public for comment on an abbreviated commenting schedule that is appropriate given the circumstances.

Other examples include the environmental conditions of light and noise – the applicant claimed that there would be no impact to the residents of the encampment from those despite the fact that the individuals dwelling there are within 50' of a major Seattle arterial – complete with light, noise, and high speed traffic that maintains the decibel levels at the project location well past those designated by the City for housing locations.

Seattle Municipal Code - 1601 TE Not Permitted Outright

The Mayor and City Council mainly sought to give the City, LIHI/SHARE, and the University of Washington/the two community colleges in Seattle a free pass when in 2015 they updated SMC 23.42.040 via Ordinance 124747. The obvious goal of the ordinance was to "streamline", gut, avoid, exempt, or otherwise to setup a zoning and permitting dynamic whereby more tent cities could come on-line, the City and friends could keep their virtual monopoly on encampments relatively free from land use and building code compliance, and most importantly ensure that the public could not challenge what they were doing in terms of the siting of the tent cities. Despite the provision the City – council/SDCI/HSD added to the code that a "private" landowner could get in on the act – that proviso was more a nod to LIHI/SHARE, their real estate holdings, and their aspirations to expand their chains of tent city establishments. It was not an invitation to the public-at-large to hop onto the lucrative government dole for homeless related funding.

Transitional encampments (TE's) such as what has been established and now expanded by the City at 1601 15th Avenue West[1] are at a minimum regulated under Seattle Municipal Code ("SMC") and required to follow the requirements of it starting with the City's SMC 23.42.054(A):

Section 23.42.054(A) of the code allows a transitional encampment as an accessory use on a site in any land use zone, if one, the established principal use of the site is as a religious facility or the principal use is on property owned or controlled by a religious organization,[2] or two, if the location meets the requirements of SMC 23.45.054(B) Location, to wit:

"The transitional encampment interim use ***shall*** **be located on property meeting the following requirements** [emphasis added]:

1. The property is:
   a. Zoned Industrial, Downtown, SM, NC2, NC3, C1, or C2; except if the property is in a residential zone as defined in Section 23.84A.048 or is in a special review district established by Chapter 23.66; or
   b. Within a Major Institution Overlay district.
2. The property is at least 25 feet from any residentially-zoned lot.
3. A property may be less than 25 feet from a residentially-zoned lot and used as an encampment site if:
   a. All encampment facilities, improvements, activities, and uses are located at least 25 feet from any residentially-zoned lot. Access to the encampment site may be located within the 25-foot setback area; and
   b. Screening is installed and maintained along each encampment boundary, except boundaries fronting on an opened public street. The screening shall consist of existing or installed vegetation that is sufficiently dense to obscure viewing the encampment site, or a 6-foot high view-obscuring fence or wall.
4. **The property is owned by the City of Seattle, a private party, or an Educational Major Institution.**
5. The property is within 1/2 mile of a transit stop. This distance shall be the walking distance measured from the nearest transit stop to the lot line of the lot containing the encampment site.
6. The property is, as measured by a straight line, at least 1 mile from any other legally-established transitional encampment interim use including encampments accessory to a religious facility or accessory to other principal uses on property owned or controlled by a religious organization. This subsection 23.42.056.A.6 shall not apply to encampments on sites owned or controlled by religious organizations, or to any legally-established transitional encampment interim use that provides shelter for fewer than ten persons.
7. The property is 5,000 square feet or larger and provides a minimum of 100 square feet of land area for each occupant that is permitted to occupy the encampment site.
8. The property does not contain a wetland, wetland buffer, known and potential landslide designations, steep slope, steep slope buffer, or fish and wildlife habitat conservation area defined and

regulated by Chapter 25.09, Regulations for Environmentally Critical Areas, unless all encampment facilities, improvements, activities, and uses are located outside any critical area and required buffer as provided for in Chapter 25.09.
9. The encampment site is not used by an existing legally-permitted use for code or permit-required purposes including but not limited to parking or setbacks.
10. The property is not an unopened public right of way; or designated as a park, playground, viewpoint, or multi-use trail by the City or King County."

Permitting Requirements for 1601 Location

SMC 23.40.002 "Conformity With Regulations Required", mandates that the establishment or change of use of any structures, buildings or premises, or any part thereof on a parcel requires approval according to the procedures set forth in Chapter 23.76, *Procedures for Master Use Permits and Council Land Use Decisions*. The prior uses at the 1601 parcel included a truck maintenance facility in the distant past, and more recently it is the location of a large advertising billboard. No residential use of any kind has ever occurred at that site.

SMC 23.40.002(A)(4) provides a land use exception if the activity to be taken is the reinstatement of a use interrupted by a temporary use authorized pursuant to Section 23.42.040. That is not the case for the Tent City V ("TCV") relocation project in question.[3]

SMC 23.40.002(B) states that, "No use of any structure or premises shall hereafter be commenced, and no structure or part of a structure shall be erected, moved, reconstructed, extended, enlarged or altered, except in conformity with the regulations specified in this title for the zone and overlay district, if any, in which it is or will be located."

SMC 23.40.002(C) states that, "Owners of such structures, building or premises or parts thereof are responsible for any failure of such structures, buildings or premises to conform to the regulations of this title and for compliance with the provisions of this title in or on such structures, buildings or premises. Any other person who created, caused or contributed to a condition in or on such structure, building or premises, either alone or with others, is also responsible under this title for any failure to conform to the regulations of this title. Building and use permits on file shall be prima facie evidence of the time a building was built or modified, or a use commenced, and the burden of demonstrating to the contrary shall be upon the owner.

The City and LIHI/SHARE have moved and built and are proposing to move or build more of their garden-sheds-cum-houses onto the 1601 site.

Neither the City nor LIHI/SHARE felt compelled to comply with these SDCI imperatives[4] that apply to them: *"Construction Without a Permit:* You need to get a permit for most construction projects that involve:

- New construction
- Alteration or remodeling
- A change of use or occupancy *on a property (for example if you are changing an office to a restaurant)* [or changing an industrial site into a residential site]
- *Work in an* environmentally critical area, *such as a steep slope* [or in a liquefaction zone]
- Grading *(excavating, moving, or adding soil to your property)* [in preparation for the foundations for wooden structures]

We may issue a stop work order against you if you start a building, addition, or remodeling project without a permit. If you build without a permit or fail to get a final inspection approval, we may fine you or take other enforcement action against you.

Now it wants to continue the same course of action with the already "approved" temporary use permit, one more time expecting that the public should turn a blind eye to the City's abuse of discretion activities. The temporary use permit scheme is nothing more than an inexplicable effort to avoid complying with the requirements of SMC 23.42.056, including that no more than three transitional encampments interim use are permitted in Seattle, there are now six. Arbitrarily and capriciously assigning the name "temporary encampment" does not make it so.

Building Permit

The City and LIHI/SHARE must obtain a building permit for *all* of the assorted improvements that already have been or will be made at the 1601 property. This includes applying for and receiving a building permit for the 35 or more wooden sheds individuals are and will be living in at this location. The sheds referred to are not legal for use as dwelling or sleeping units of any kind. The project/permit application and the SEPA checklist do not address this fact – or alternatively that the structures simply are not permissible as conceived, used, and as will be used.

The City and LIHI/SHARE believe that these structures are exempt from both needing a building permit and having to comply with building code standards for dwelling units based upon their theory that because the total floor square footage of the structure is 120 square feet or less they escape code compliance. The problem is according to the Seattle Department of Construction and Inspection's ("SDCI") definition of a shed, these structures are just that – sheds.

Surely that is an environmental impact of the project that should be mentioned and some kind of mitigation proposed for, the forcing of vulnerable people, including the medically fragile and even children, to live in substandard structures against State and City law.

Despite this the City and LIHI/SHARE have continued to add these to all the tent cities, and in one instance making a whole transitional encampment compound of them, including at the 1601 property. According to their "120 rule" these buildings need not comply with building codes (Seattle's or any other jurisdictions'), and by extension no building permit is required for the construction of the sheds. Neither do they believe they need a permit for their subsequent placement at the 1601 property, and certainly they hold the position that no permit or compliance with any building code is needed for their use as dwelling units/sleeping units/habitable units or whatever form of units that people are living and sleeping in. However, the City and LIHI/SHARE are wrong on *all* counts!

There is the matter of what type of building are the sheds in the first place. LIHI/SHARE has introduced them at all of their tent cities, they would like to have them be called tiny homes, but that is for LIHI/SHARE's convenience, a public relations gambit; the underlying efforts by the City and LIHI/SHARE is for them to escape having to comply with building and dwelling unit codes.

According to SDCI's "Do You Need a Permit?" website, "Buildings and landscaping. You usually don't need a permit for • A one-story detached accessory building such as a greenhouse, tool or storage shed, playhouse, or similar building if the projected roof area is less than 120 square feet and the building foundation is only a slab on the ground", and a more detailed SDCI website[5] that thoroughly details what the LIHI/SHARE tiny homes are – sheds:

What Is It?

A shed is a small, single-story building used to store tools or other items.

What Permits Do You Need?

You don't need a permit to build a shed if it meets **all** of these criteria:

- The total area (or "footprint") of the shed's roof is 120 square feet or less

- The shed is a single-story building
- The shed sits on a simple concrete slab, pier blocks, or soil
- The shed is not attached to a house
- The shed is not in or near an environmentally critical area (ECA), for example a steep slope or wetland

All other sheds require a permit; most require only a subject-to-field-inspection permit. You need a construction addition / alteration permit if:

- Your shed is in or near an ECA
- Your shed is larger than 750 square feet
- Your shed has beams that span more than 14 feet

You may need to apply for electrical service changes or new services from Seattle City Light."

General interpretations aside, by LIHI/SHARE, which are self-serving, and the City, also self-serving and through its tacit approval – refusing to enforce the code, it is Seattle's building code which governs this matter:

As per Seattle Building Code (2015) ("SBC"), at Chapter 1 Administration, Section 106.2--Work exempt from permit, paragraph (3) One-story detached accessory buildings used for greenhouse, tool or storage shed, playhouse, or similar uses, if: 3.1 The projected roof area does not exceed 120 square feet; and 3.2 The building is not placed on a concrete foundation other than a slab on grade." [6] (Even if the shed is exempt from a building permit, Section 106.3 Other permits required, provides that, "Unless otherwise exempted by this or other pertinent codes, separate master use, plumbing, electrical, mechanical and other permits may be required for the above exempted items.")

As per Seattle Residential Code (2015) ("SRC"), at Chapter 1 Administration, Section 105.2—Work exempt from permit, paragraph (3) One-story detached accessory buildings used for greenhouse, tool or storage shed, playhouse, or similar uses, if: 3.1 The projected roof area does not exceed 120 square feet; and 3.2 The building is not placed on a concrete foundation other than a slab on grade."[7]

Of further note – SDCI's treatise on sheds is in the context of a shed being located on residentially zoned property, and by code those are generally limited to the backyard of the property. What the City, LIHI/SHARE are installing are compounds comprised of between five to thirty or more "sheds". It is not credible to believe the Code provides for LIHI/SHARE's conception of tiny homes, that a property owner or developer can build as many sheds as they like, that all are permissible as long as none of them have a floor space area greater than 120 square feet.

SBC Chapter 3 Use and Occupancy Classification, Section 312 Utility and Miscellaneous Group U/Section 312.1 General provides that, "Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:...Greenhouses and other structures used for cultivation, protection or maintenance of plants...Sheds..."

Chapter 2—Definitions of the SBC, Section 202 Definitions at "START OF CONSTRUCTION" provides that "Permanent construction does not include...the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as *dwelling units* or not part of the main building." (Emphasis by City.)

Other pertinent definitions in Chapter 2 are as follows:

DWELLING. A building that contains one or two *dwelling units* used, intended or designed to be used,

rented, leased, let or hired out to be occupied for living purposes.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EFFICIENCY DWELLING UNIT. A *dwelling unit* containing only one habitable room.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

TRANSIENT. Occupancy of a *dwelling unit* or *sleeping unit* for not more than 30 days. (SBC 310.3 Residential Group R-1. Residential Group R-1 occupancies containing *sleeping units* where the occupants are primarily *transient* in nature, including: *Boarding houses* (*transient*) with more than 10 occupants, *Congregate living facilities* (*transient*) with more than 10 occupants, Hotels (*transient*), Motels (*transient*))

The plan is for there to be 35 of these wooden structures at the 1601 location, in fact many of them are already there. The code however being used to authorize the transitional encampment is predicated upon the location first being an encampment – which by every definition an encampment is composed of tents or similar sleeping shelters.[8] Tents by definition and construction are made of thin-wall materials, be they made of natural or man-made fibers, canvas, cloth, vinyl's, plastics, etc. Something "similar" would be just that, made of such materials, it would not be a wooden structure engineered and constructed in the manner of a wood framed house, or shed. That provides a strong argument that the LIHI/SHARE tiny homes are not allowed under the transitional encampment codes of Seattle.

However, exploring the matter of these storage sheds cum dwelling units further, to be considered dwelling units they need to comply with the land use and building code permitting procedures and standards, perhaps those being used by for the experimental BLOCK program,[9] or something similar, that classifies structures that are at least similar in size to the tiny home (125 s.f.), as detached accessory dwelling units ("DADU")?

Accordingly, if that is the model that is going to be followed at the 1601 site for reviewing and permitting the Tent City V tiny homes then the shed structures must gain a great deal more substance in terms of physical attributes and functionality than what they have now.

The DADU dwelling units must meet the current standards of the Seattle residential, building, mechanical, electrical, energy, environmentally critical areas, land use, codes, may be required to provide one off-street parking space for the DADU, except in designated urban villages and urban centers and in low-rise zones.

The big problem for the sheds as DADUs or even the latest thing the City's SDCI department and LIHI/SHARE are calling them in their permit applications – "small efficiency dwelling units" is they would first have to have "a use that is incidental to a principal use". For example, there would already be a residence on a property and the proposed detached dwelling unit is an adjunct to that use. Then there is the whole matter where the DADU can be located on the property, in the backyard, as well as it must meet lot coverage requirements, and requires a covenant that one or the other structure will be owner

occupied.[10] And all of that is taking place on a residentially zoned parcel of land, not on industrial property.

In the instance of small efficiency dwelling units – According to Director's Rule 9-2017:

Small efficiency dwelling units (SEDU) are single, independent, residential units consisting of one habitable room (excluding kitchen, bath, closets, storage areas, and built-ins).

Dwelling units having a living room floor area 220 square feet or greater, or a total gross unit size exceeding 320 square feet measured to the interior face of unit bounding walls, are not considered small efficiency dwelling units and at a minimum, shall meet the efficiency dwelling unit requirements found in SBC Section 1208.4.

FLOOR AREA:

Habitable Space: A SEDU shall have a living room of at least 120 square feet of net floor area of habitable space meeting dimensions outlined in SBC 1208.1 and 1208.2.

Occupiable Space: A SEDU shall have an additional 30 square feet of net floor area of occupiable space, which is not required to meet the habitable space dimensions of SBC 1208.1, contiguous to the 120-net square foot living room floor area.

The required 150 square feet of net floor area of contiguous habitable/occupiable space shall be on one floor level.

Space occupied by structural features, bathrooms, closets, cabinets, appliances, built- ins, or any encroachments not specified in SBC 1208.1 and 1208.2, shall not be included when calculating the required net floor area.[1]

And include a food preparation area along with appliances. Nothing of the kind exists or is going to exist at the 1601 location. Clearly the application and checklist are being promulgated under false pretenses, the product of false or misleading information.

There is also the matter that the majority of these shed buildings used by LIHI/SHARE are being constructed en masse by others and are not undergoing any type of inspection or regulation that ensures that the materials, design, or construction meets any type of quality threshold in terms of at least health and safety standards for a dwelling unit. Traditionally manufactured homes made in Washington state must undergo inspection by the Washington State Department of Labor & Industries some time during production, they are subject to a quality control program, and they also may need to meet US Department of Housing manufacturing and certification standards. Not to mention the usual caveat – that the premanufactured buildings are being built by a registered and licensed business or organization.

Finally, there is the matter of general requirements at the state and local level for dwelling units, including but not limited to the fact that the landlord, the City of Seattle-LIHI/SHARE, must keep the premises they are supplying to tenants fit for human habitation. These are dwelling units. There is a distinct difference between garden sheds where potting soil, fertilizer, lawnmowers, rakes and shovels are stored, and a place used by people for living and sleeping.[11]

By law the City of Seattle-LIHI/SHARE tiny houses must meet the City's standards for habitable structures.

By law the City of Seattle-LIHI/SHARE tiny houses must: substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the premises

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[1] http://www.seattle.gov/dpd/codes/dr/DR2017-9.pdf

rented [via a contract that is express or implied] if such condition endangers or impairs the health or safety of the tenant; maintain the structural components including, but not limited to, the roofs, floors, walls, foundations, and all other structural components, in reasonably good repair so as to be usable; maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him or her in reasonably good working order; maintain the dwelling unit in reasonably weathertight condition.[12]

Other building code and even Fire Code considerations are as follows:

4. SOUND TRANSMISSION CONTROL FOR NEW DUPLEXES AND ACCESSORY DWELLING UNITS See SRC R330 for detailed sound control requirements.

- Walls between dwelling units and between dwelling units and common areas are required to have sound deadening (STC [sound transmission class] = 45 minimum).

In addition, they also must comply with construction and fixture requirements related to fire and life hazard incidental to the occupancy of the buildings – as dwelling units. This would include but not be limited to stair construction (ADA compliant), fire separation distance, egress and its components, fire and life safety fixtures, ventilation etc.:

5. LIFE SAFETY REQUIREMENTS

Stairs: Must meet the following requirements (SRC R311.7).

- Minimum of 36" clear width
- Maximum of 7¾" riser (height of each step)
- Minimum of 10" tread depth (a tread nosing may be required)
- Handrail with a 34"-38" height
- Handrail grasping dimension of at 1-1/4" and no more than 2"

Carbon Monoxide Alarms: Must install alarms according to these requirements (See SRC R315).

- Must install carbon monoxide alarms in new construction and in existing dwelling units.

Smoke Alarm: The following rules apply for smoke alarms (SRC R314).

- You must install smoke alarms in new construction and existing dwelling units.
- The alarms must be powered by interconnected building wiring, and have battery back-up *in new construction and new additions.* [Emphasis added.}
- Smoke alarms may be battery-powered if you are altering or repairing a dwelling unit, except when you can install interconnected building wiring without removing the interior finishes.
- Alarms are required in sleeping rooms...Show the alarm location on your plans.

Emergency Escape and Rescue: One window (or door) in...each bedroom, must meet these requirements (SRC R310):

- The minimum net clear open area is 5.7 square feet (however, openings at grade floor may be a minimum of 5 square feet)
- The minimum clear open width is 20"
- The minimum clear open height is 24" „ The maximum allowed sill height is 44"
- The inside of the window wells must be a minimum of 9 square feet in area, with a minimum 3' width, and must allow the window to open all the way.
- A ladder is required if the bottom of the window well is more than 44" below the adjacent ground.
- Fire safety and evacuation plans SBC Chapter 10 Means of Egress Section 1001.1 – 1001.4

Safety Glazing: (SRC R308.4) Safety glazing is generally required as follows...:

- Glazing in or within 24" of the arc of a door
- Glazing close to the floor

Fire and Smoke Protection Feature: ..to safeguard against the spread of fire to or from buildings. (Exceptions are Carports and Temporary tents (no more than 3 pounds per square foot in total weight). Type of wall construction is by code, starting at the State level, which Seattle's building codes are predicated on – WAC 51-51-0302 Section R302—Fire-resistant construction. R202.1 Exterior walls. "Construction...of exterior walls of dwellings and accessory buildings shall comply with Table R302.1(1);[13] "Fire Separation Distance. The distance measured from the...face of the wall framing...to an imaginary line between two buildings on the lot." (SRC R201).

SBC 705.5 Fire-resistance ratings. Exterior walls shall be fire-resistance rated in accordance with Tables 601 and 602 and this section...The required fire-resistance rating of exterior walls with a fire separation distance of less than or equal to 10 feet (3048 mm) shall be rated for exposure to fire from both sides.

SRC R302.1 Exterior walls. Construction...of exterior walls of dwellings and accessory building shall comply with R302.1(1)...".[14] Table R302.1(1) Exterior Walls:

Minimum Fire Separation Distance	< 5 feet
Exterior Wall Element	Fire-resistance rated
Minimum Fire-Resistance Rating	1 hour—tested in accordance with ASTM E 119 or UL 263 w/ Exposure from both sides.

6. VENTILATION REQUIREMENTS

Mechanical Ventilation/Outside Air Supply: See SRC Chapter 15 for further information about sizing intermittent whole house ventilation fan and other whole house ventilation options, for new houses and additions.

- Each dwelling unit must also have a whole house ventilation system that can provide continuous flow rate of fresh outdoor air not less than specified in Table M1507.3.3(1).
- Whole-house ventilation systems are allowed to operate intermittently as long as the system has controls that enable operation at least 25 percent of each 4-hour segment. The system must have a ventilation rate as prescribed in Table M1507.3.3(1) that is multiplied by the factor listed in Table M1507.3.3(2).
- Exhaust ducts must end outside of the building.
- Every habitable room must receive outdoor air by means of individual air inlets, a separate ducted system, or a forced-air system.
- Doors and operable windows can't be used to meet the outdoor air supply requirements.

9. MISCELLANEOUS REQUIREMENTS Room Dimension Requirements: (SRC R304 and R305)

- The required ceiling height is 7'0" minimum for habitable spaces
- At least one habitable room must have a minimum 120 square foot floor area and other habitable rooms must have at least 70 square foot floor area.
- Every habitable room is required to have a 7' minimum width (except for bathrooms, closets, storage, or utility rooms).

Change of occupancy or use (Section R505) We require full code compliance for:

- A change from residential use to any other use
- A change from a non-residential use (such as a garage [or a shed]) to a dwelling unit.
-

Bearing walls (Exterior) Flashing

Nailing
Wood Construction

Exterior Plywood Grade
Wood Wall Framing

Wood Species, Grading of lumber, sizes
Bracing – Wind, Seismic
Fireblocking
Fastener Schedule for Structural Members
Wall to Wood Sill Connections

All of the wooden structures in existence or to be added to the 1601 property have not been subjected to any building code review and permitting.

Last but not least – even were the structures to be made compliant with the building and fire codes – there is the matter of how many of these structures can legally be allowed on one parcel. Garden sheds, tiny houses, small efficiency dwelling unit, wooden tent, or detached accessory dwelling unit ("DADU") – how many are allowed per parcel? Surely it was never contemplated in the drafting of Seattle's land use or building codes that a property owner would have dozens of garden sheds or DADU's on any one parcel. There is nothing in the record, in the Seattle Municipal Code, or in any SDCI/Planning Department rule or regulation that establishes the construction of and/or aggregation of dozens of such building structures that people are living in, going to live in, on one parcel.

Environmentally Critical Location

Of additional consideration in this matter is the 1601 property is located in an environmentally critical area, a seismically vulnerable liquefaction zone. Again, this has implications for the permitting for the 1601 project. This is another area of permitting that is governed by the Seattle Municipal Code – pertinent passages of the SMC which guide the development of a project like the Tent City V compound are as follows:

Chapter 25.09 Regulations for Environmentally Critical Areas

25.09.010 - Purpose of the chapter

This Chapter 25.09 is based on and implements The City of Seattle Comprehensive Plan, as amended from time to time. It is expressly the purpose of this Chapter 25.09 to provide for and promote the health, safety and welfare of the general public, and to not create or otherwise establish or designate any particular person, or class, or group of persons who will or should be especially protected or assisted by the terms or provisions of this Chapter 25.09. This Chapter 25.09 is intended to promote safe, stable, and compatible development that avoids and mitigates adverse environmental impacts and potential harm on the parcel and to adjacent property, the surrounding neighborhood, and the related drainage basin.

25.09.012 - Designation and definitions of environmentally critical areas - The following environmentally critical areas are designated by this Chapter 25.09: geologic hazard areas, steep slope erosion hazard areas, flood-prone areas, wetlands, fish and wildlife habitat conservation areas, and abandoned landfills.

A. Geologic hazard areas and steep slope erosion hazard areas

2. Liquefaction-prone areas. Liquefaction-prone areas are areas typically underlain by cohesionless soils of low density, usually in association with a shallow groundwater table, that lose substantial strength during earthquakes.

25.09.012 - Designation and definitions of environmentally critical areas

SMC 25.09.520 - Definitions

"Development" means all components and activities related to construction or disturbance of a site, including but not limited to land disturbing activities.

The transitional encampment project being planned for and established in a known area of geological instability, at 1601 15th Avenue West, not to mention being subject to regulation under the SMC/SBC/SRC, should raise additional questions about the advisability of the project, but equally about the governmental sectors who hatched the plan to locate it there in the first place, their commitment to ensuring the wellbeing of their vulnerable tenants.

1601 Location is Within the BINMIC District Does Not Comply w/ Comp Plan

The checklist does not address the fact that Tent City V's/the Port's property is in an overlay district known as the Ballard Interbay Northend Manufacturing and Industrial Center ("BINMIC") district, the underlying "neighborhood plan" that governs that location. There is no indication given by the applicant as to how the City's/Port's use of the parcel as an encampment complies with the BINMIC plan.

An amendment to the City of Seattle's Comprehensive Plan in 2005 for the Interbay zoning overlay district was approved by the Seattle City Council and Mayor in October 2005. The purpose of the overlay is "to substitute blight with a balance of industrial, residential and commercial uses, by preserving existing industrial development".[15] [16] The BINMIC plan remains a part of the current Comp Plan. The 1601 location is clearly within the BINMIC boundaries which has additional implications for whether the encampment project is being properly located.

According to the City of Seattle Office of Planning and Community Development's, "Seattle's Comprehensive Plan | Toward a Sustainable Seattle", Section 8.1"[17] and other publications and plans issued by it and the City, "In areas covered by Council-adopted Neighborhood Plans that were adopted after 1983, uses shall be consistent with the recommendations of the plans." The BINMIC district in fact has a plan, that was adopted under Comprehensive Plan Ordinance #119047.

There is no provision in the BINMIC plan for locating transitional encampments, temporary or otherwise on industrial lands within the boundaries of the BINMIC. One of the purposes of the BINMIC plan and planning is to ensure the preservation of land in the BINMIC *for industrial activities*. The Manufacturing/Industrial Center designation is intended to ensure that the land therein have the most intensive industrial uses, with the greatest protection *against* non-industrial uses.

According to the 2017 Comprehensive Plan, Growth Strategy 2015-2035 for the BINMIC district:

- Zero housing units are planned for it.

And, according to the Economic Development Policies for BINMIC section of the Comp Plan, these are the priorities for its development in that district:

- BI-P1 Accept growth target of at least 3,800 new jobs for the BINMIC by 2014.
- BI-P2 Preserve land in the BINMIC for industrial activities such as manufacturing, warehousing, marine uses, transportation, utilities, construction, and services to businesses.
- BI-P3 Retain existing businesses within the BINMIC and promote their expansion.
- BI-P4 Attract new businesses to the BINMIC.
- BI-P5 Recognize that industrial businesses in the BINMIC have the right to enjoy the lawful and beneficial uses of their property.

- BI-P6 Strive to provide infrastructure in the BINMIC that is sufficient to ensure the efficient operation and smooth flow of goods to, through, and from the BINMIC. Infrastructure includes publicly built and maintained roads, arterials, utilities, moorage facilities, and other capital investments by the City, Port, County, State, and Federal agencies.
- BI-P7 Assist in implementing initiatives recognized and organized by business and property owners and labor organizations to improve economic and employment opportunities in the BINMIC area.
- BI-P8 Maintain the BINMIC as an industrial area and work for ways that subareas within the BINMIC can be better utilized for marine/fishing, high tech, or small manufacturing industrial activities.
- BI-P9 Support efforts to locate and attract appropriately skilled workers, particularly from adjacent neighborhoods, to fill family-wage jobs in the BINMIC.
- BI-P10 Support efforts to provide an educated and skilled labor workforce for BINMIC businesses.
- BI-P11 Within the BINMIC, water-dependent and industrial uses shall be the highest priority use.
- BI-P12 Within BINMIC, support environmental cleanup levels for industrial activity that balance the lawful and beneficial uses of industrial property with environmental protection.

For all of the above reasons – the transitional encampment at 1601 is inconsistent with BINMIC's neighborhood plan, and with the goals and policies of Seattle's 2017 Comprehensive Plan. Therefore, Tent City V should not be located at 1601 15th Avenue West much less expanded.

Project Does Not Comply With Transitional Encampment Requirements

Acknowledgement is made here at the attempt by the applicant and City to characterize in the permit application and in the checklist that the project is as a distinct temporary use – claiming that the review is for a temporary use permit for a temporary encampment. This fails the history, facts, and a reasonable test, in fact this may be considered prima facie evidence of an instance of the City abusing its discretion, manipulating the facts and engaging in permitting artifices in order to avoid such things as SEPA review, building and fire code law, even its own land use laws – vis-à-vis re-characterizing the existing transitional encampment that theoretically was established pursuant to SMC 23.42.056.

Environmental Contamination at 1601 Location

The .4 acre parcel that comprises the 1601 location is part of a 3.44 acre Port of Seattle real estate speculation scheme turned bad, that by default turned into a land banked property for the Port. It purchased the acreage and structures from Tsubota Industrial Steel in April of 2005, for $5.5 Million. At the time the Port purchased the property the Port extensively investigated the environmental condition of the property.

In short, the property is contaminated due to the years of intense industrial uses various businesses conducted at it. The Tsubota property is listed with the Washington State Department of Ecology ("DOE") as Facility Site ID #91761133, Cleanup Site ID #11044, and is part of the Puget Sound Initiative, a DOE program that identifies and engages in a collaborative effort with governments and business interests to restore and protect Puget Sound. The last contact DOE has had from a property owner was 19 years ago in 1998, when the Tsubota family made some effort to clean-up a portion of the

property. They abandoned their effort and sold the property to the Port of Seattle. Since then no remediation[18] has taken place.

The Port's environmental analysis at the time it purchased the property in 2005 confirmed that the Tsubota property would require environmental remediation. At that time, the Port estimated that it would cost it between $800,000 to $1.1 Million to clean-up the property.[19]

The DOE, the Port of Seattle, and the Seattle Department of Transportation have all compiled documentation about the former Tsubota/1601 parcel and adjoining parcels of land. Each acknowledges that the property is contaminated.

The Port again in 2014 acknowledged that DOE monitored environmental remediation of the land was necessary, however it had made no effort to cleanup contamination because in the Port's words, "there has been no critical, Port-driven need to do so."[20]

In fact, the Port's preferred plan is to fob the clean-up obligation off onto would-be purchasers of the property. To quote its October 2014 memo regarding selling the land and avoiding the responsibility and concomitant expense of environmental cleanup, the Port considered only offers from prospective buyers who would accept the property in an "as is" condition, and who would agree to shoulder *sole* responsibility for all costs associated with complying with DOE's cleanup program for the property.[21] A request for offers to buy the property was issued, one serious potential buyer considered the property but ultimately did not purchase it.

The contamination on the Port's Tsubota property includes but is not limited to hazardous contaminants that have leached into the grounds and groundwater at the property due to leaking underground storage tanks (LUST's),[22] and, "...there are TPH [total petroleum hydrocarbon[23]] impacts in the surface soils and groundwater in isolated areas, particularly along the western side of the property. Volatile organic compounds (VOCs) or semivolatile organic compounds (SVOCs [priority pollutants[24]]) are also detected in some of the samples where TPH was detected."[25]

According to environmental consultant Hart Crowser's 2005 report to the Port:

"Lot 9 (1601 15th Avenue West). Based on Hart Crowser's 1990 Phase I report for Lot 9, truck maintenance and washdown activities were historically conducted on this lot. At the time the 1990 Phase I was conducted, areas of stained soil were observed and a composite soil sample was collected near the south fenceline of the lot that contained a heavy oil petroleum hydrocarbon concentration of 1,800 mg/kg."[26]

In general, DOE/MTCA[27] requires cleanup actions to be taken at a site where any of the following conditions exist:

a. Free product is found;
b. Whenever hazardous substances are present in the groundwater in excess of the MTCA groundwater cleanup standards established for the site;
c. Whenever hazardous substances are present in the soil in excess of the MTCA soil cleanup standards established for the site; and
d. Whenever hazardous substances are present in any other medium in excess of applicable MTCA cleanup standards for that medium.[28]

With TPH levels at the 1,800 mg/kg level, DOE under its MTCA regulations could potentially agree to letting the property owner use cleanup Method A for the site, a method intended for simple sites (most petroleum-contaminated sites can use this method). However, there is the matter of the final Soil Cleanup Level that is achieved after the cleanup has taken place. Depending upon the literal substance that is present at the site, "TPH" is a generic term for multiples of chemical substances, the 1601 parcel may or may not gain the ability to be used for anything other than an industrial use (i.e., after cleanup it may gain the ability to be used for such things as residential uses – a transitional encampment *if* the Soil Cleanup levels test meet those established by statute for unrestricted land uses at a property).[29] If the soil cleanup levels cannot meet the statutory level for unrestricted land uses, the uses on the 1601/Tsubota post-cleanup land would be restricted, likely by covenant, to industrial uses only.[30]

It should also be noted that, "The MTCA cleanup regulations do not require a permit from Ecology to cleanup a site. However, excavations, soil treatment, and other activities related to petroleum-contaminated site cleanups may require permits from local planning, building, health, or fire departments, as well as regional air pollution control authorities and state agencies other than Ecology."[31]

For the purposes of commenting on the checklist, related to the present plan by the Port and the City of Seattle to turn contaminated industrial land into a an expanded residential location for vulnerable individuals and to make a variety of improvements to the 1601 property to accomplish that, one, in the Port's 2005 environmental review of the Tsubota property its environmental consultant made the following notation in its report, "If...the property is redeveloped, we recommend that a construction contingency plan be prepared prior to soil excavation to avoid construction delays potentially resulting from unexpected discovery of USTs [underground storage tanks] or any impacted soil or groundwater that may be encountered",[32] and two, given that the state Department of Ecology still lists the property only as "cleanup started", has issued no post-cleanup opinions or letters of compliance for the site, nor has the Port with DOE's agreement established any environmental covenants on the land that it can only be used for industrial uses, or established post-cleanup plans for monitoring, because the property has not been cleaned up - this further underscores that the 1601 property is not a suitable location for Tent City V.

Within Arterial 100' - Exposure of Residents, Workers, and Visitors to Noise, Lights, Poor Air Quality and Fast Moving Traffic

According to the Seattle Department of Transportation's Traffic Flow Data Map for 2015,[33] there are approximately 53,000 vehicles passing within 30 to 20 feet of the 1601 location, not to mention as a fairly wide, open arterial the vehicles are almost always traveling at speeds approaching 40 mph as opposed to the posted speed limit. 15th-Elliott Avenue at the location in question is a 35 mph speed zone, however the majority of traffic on 15th Avenue West exceeds the speed limit. This is evidenced by the City's own SDOT and SPD records for the arterial. The SPD regularly deploys dragnets of motorcycle officers along the blocks just north of the 1601 site, where they issue dozens of tickets to motorists traveling south bound on 15th Avenue West.

The sheer volume and velocity of the traffic on 15th Avenue West, coupled with its proximity to the entry to the 1601 site, which is a mere 16' from the edge of the 15th Avenue lanes of traffic to the entry to the property, leaves no room for error should any adult, child, or pet get too close to the street, or inadvertently wander into the street.

Children and especially four legged pets are notorious for such unplanned excursions due to their inclinations to wander, even when under adult supervision. Many is the tragic tale of the person watching their vulnerable charges who averted their attention "just for a minute". It must be emphasized, at the 1601 this would not be a traditional housing arrangement such as the kind offered by a residentially sited situation, or even like that of the other apartment buildings along 15th which have individual units that are self-contained units (with running water, sewer, cooking, and living quarters all isolated and locked away from others, with a lobby area that also acts as a bulwark against intrusions or excursions. At 1601 in every instance residents at the camp are forced to go outside of their temporary dwellings to access potable water, temporary toilets, cooking, common areas, and the guard/manager shack.

The compound as planned, even with its rudimentary human containment structures, the tents, sheds, and the chain link fencing, the location is wide open to the street and all the danger that a high volume, high velocity arterial like 15th Avenue West represents. That is an unconscionable arrangement, for the extremely vulnerable, children and pets, and even for adults.

Traffic Noise

The effects of noise on people can be placed into three categories: (1) subjective effects of annoyance, nuisance and dissatisfaction; (2) interference with activities such as speech, sleep and learning; and (3) physiological effects such as hearing loss or sudden startling.

The State of Washington recognized the harm noise causes by passing the Washington State Noise Control Act of 1974 – to quote, Purpose - The legislature finds that inadequately controlled noise adversely affects the health, safety and welfare of the people, the value of property, and the quality of the environment. Anti-noise measures of the past have not adequately protected against the invasion of these interests by noise. There is a need, therefore, for an expansion of efforts statewide directed toward the abatement and control of noise, considering the social and economic impact upon the community and the state. The purpose of this chapter is to provide authority for such an expansion of efforts, supplementing existing programs in the field. (Revised Code of Washington 70.107).

By statutory authority the director of the Department of Ecology has promulgated Maximum Environmental Noise Levels permissible in identified environments – which provide use standards relating to the reception of noise within such environments.[34]

Industrial zoning of the 1601 property notwithstanding, the Port and the City by its actions have legislatively, through intent, and via future permitting conferred residential zoning upon that site, and thereby making it subject to State noise regulations applicable to Class A environmental designation for noise abatement ("EDNA").[35] According to WAC 173-60-30(1)(a), "Class A EDNA Lands where human beings reside and sleep. Typically, Class A EDNA will be the following types of property used for human habitation:

(i) Residential

(ii) Multiple family living accommodations

(iii) Recreational and entertainment, (e.g., camps, parks, camping facilities, and resorts)

(iv) Community service, (e.g., orphanages, homes for the aged, hospitals,

health and correctional facilities)

According to WAC 173-060-040 Maximum Permissible Environmental Noise Levels, (1) No person shall cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise levels set forth below in this section.

(2)(a) The noise limitations established are as set forth in the following table after any applicable adjustments provided for herein are applied.

EDNA OF NOISE SOURCE	EDNA OF RECEIVING PROPERTY		
	Class A	Class B	Class C
CLASS A	55 dBA	57 dBA	60 dBA
CLASS B	57	60	65
CLASS C	60	65	70

(b) Between the hours of 10:00 p.m. and 7:00 a.m. the noise limitations of the foregoing table shall be reduced by 10 dBA for receiving property within Class A EDNAs.

(c) At any hour of the day or night the applicable noise limitations in (a) and (b) above may be exceeded for any receiving property by no more than:

(i) 5 dBA for a total of 15 minutes in any one-hour period; or

(ii) 10 dBA for a total of 5 minutes in any one-hour period; or

(iii) 15 dBA for a total of 1.5 minutes in any one-hour period.

WAC 173-60-050(3) Exemptions provides that "The following shall be exempt from the provisions of WAC 173-60-040, except insofar as such provisions relate to the reception of noise within Class A EDNAs between the hours of 10:00 p.m. and 7:00 a.m."

City of Seattle: Acknowledges the Health Effects & Need for Regulation of Environmental Noise

The City of Seattle cites World Health Organization (WHO) it the City's Comprehensive Plan – "According to WHO, sleep disturbance can occur when continuous indoor noise levels exceed 30 dBA or when intermittent interior noise levels reach 45 dBA, particularly if background noise is low (1999). With a bedroom window slightly open (a reduction from outside to inside of 15 dB), the WHO criteria suggest that exterior continuous (ambient) nighttime noise levels should be 45 dBA or below, and short-term events should not generate noise in excess of 60 dBA. WHO also notes that maintaining noise levels within the recommended levels during the first part of the night is believed to be effective for the ability of people to initially fall asleep. Other potential health effects of noise identified by WHO include decreased performance for complex cognitive tasks, such as reading, attention span, problem solving and memorization; physiological effects such as hypertension and heart disease (after many years of constant exposure, often by workers, to high noise levels); and hearing impairment (again, generally after long-term occupational exposure, although shorter-term exposure to very high noise levels, for example, exposure several times a year to concert noise at 100 dBA, can also damage hearing). Finally, noise can cause annoyance and can trigger emotional reactions like anger, depression and anxiety. WHO reports that, during daytime hours, few people are seriously annoyed by activities with noise levels below 55 dBA or moderately annoyed with noise levels below 50 dBA."

1601 Traffic Noise Sources, The Noise Levels They Rise To

Traffic noise exposure is primarily a function of the volume of vehicles per day, the speed of those vehicles, the number of those vehicles represented by medium and heavy trucks, the distribution

of those vehicles during daytime and nighttime hours and the proximity of noise-sensitive receivers to the roadway. Existing traffic noise exposure is expected to be as low as 50 dB Ldn in the most isolated and less frequented locations of the City, while receivers adjacent to interstate highways are likely to experience levels as high as 75 dB Ldn (FTA 2006). Bus transit can also make a meaningful contribution to roadway noise levels...as buses are an assumed percentage of overall roadway volumes used in the calculation of roadside noise levels...An interior noise level of 45 Ldn is the commonly accepted maximum recommended interior noise level for residential uses (HUD 2009, 14).[36]

Traffic Noise levels in Seattle, At the 1601 Location

"A compilation of available noise data within the City of Seattle was collected from publicly available documents to provide an example of various noise environments throughout the City. These noise levels are presented in Table 3.3–4 and the location of the measurements is presented in Figure 3.3–4:

Table 3.3-4 Ambient noise level data in the Seattle area

	Noise Levels in dBA		
Roadway	**Median L_{50}**	**L_{max}**	**DNL**
Location 1: 1515 28th Ave, Magnolia neighborhood (Sector 3)	46	82	57
Location 2: 4117 SW Hill St, West Seattle (Sector 6)	47	79	56
Location 3: 37th Ave W and Smith St, Magnolia neighborhood (Sector 3)	46	91	58
Location 4: 3903 S. Burns St (Sector 8)	61	95	70
Location 5: Boren Ave and E Fir St (Sector 5)	69[1]	100	73
Location 6: Denny Way at Minor Ave (Sector 4)	67[2]	94	72

dBA = A-weighted decibels; DNL = day-night average sound level; L_{eq} = equivalent sound level; L_{max} = instantaneous
1 This value is a 24 hour average L_{eq} not L_{50}.
2 This value is a daytime L_{eq} not L50.

"These data show that ambient noise levels in the urban center of the city...are substantially higher than other developed areas of the city. Larger traffic volumes on local roadways and transit bus operations are largely responsible for this phenomenon." [Emphasis added]

The Operational Noise Standards, Chapter 25.08 of the SMC establishes exterior sound level limits for specified land use zones or "districts," which vary depending on the district generating the sound and the district affected by the sound (see Table 3.3–1). SMC 25.08 mirrors WAC 173-60-040 in this regard.

Table 3.3-1 Exterior sound level limits (Seattle Municipal Code 25.08.410)

	Sound Receiving District		
Sound Generating District	**Residential (dBA L_{eq})**	**Commercial (dBA L_{eq})**	**Industrial (dBA L_{eq})**
Residential	55	57	60
Commercial	57	60	65
Industrial	60	65	70

Applying the City's noise standards to the residential status that is being conferred on the 1601 location, if, and it is a big if, that portion of the 15th Avenue West roadway could be considered industrial for purposes of determining the limits for a residential receiver of sound – translation, a person living in a residence that hears the sounds from an industrial source, the sound level limit would be 60 dBA L_{eq}.

To estimate what the traffic generated noise levels are at the 1601 location, the two locations, #5 and #6 in Table 3.3-4 above can amply inform that inquiry. According to SDOT's 2015 Traffic Flow Data Map the traffic volumes at Location #5 above, Boren and East Fir street are approximately 41,000

vehicles per work week day, and at location #6 above, Denny and Minor, approximately 42,000 vehicles pass through that corridor. For both locations, approximately 11,000 to 12,000 fewer vehicles are traveling those street sections in comparison to 15th Avenue West. Ostensibly there will be greater levels of noise along the 15th Avenue West corridor due to its higher volumes of traffic – and in the mix, there are bus lanes on both sides of that arterial, i.e., the presence of bus activity along a roadway increases the overall levels of noise generated in a traffic setting.

Therefore, using the Location #5 and #6 noise information, the dBA's for those locations ranges from 69-100 and 67-94, with a DNL[37] reading of between 73 72. Extrapolating that to the 1601 property, it is probable that individuals located there will experience at least those readings, but likely much higher, and given that they will be in close proximity to the source of noise, and given the nature of the shelters that those individuals at that location will be living in, either thin-wall membrane shelters (tents) or single, uninsulated wood frame structures – there will be little to no sound barriers or noise diffusing effect from those dwellings to mediate or otherwise limit or reduce the exterior noise that reaches them and affects their daily lives in ways that are consistent with the negative effects itemized above.

According to the WHO criteria the City cites above, the exterior continuous (ambient) nighttime noise levels humans are subjected to should be 45 dBA or below, and short-term events should not generate noise in excess of 60 dBA. Referring back to the City's commentary about the detrimental effects of noise, "...noise can cause annoyance and can trigger emotional reactions like anger, depression and anxiety. WHO reports that, during daytime hours, few people are seriously annoyed by activities with noise levels below 55 dBA or moderately annoyed with noise levels below 50 dBA". This is the environment the City of Seattle is planning on subjecting the tenants of Tent City V to. On that note, to quote the City again, the 2016 study that the City used to craft its commentary in the Comp Plan about the negative effects of traffic noise on people, **"The groups most at risk of developing depressive symptoms were those who had lower income and education levels, and who were less likely to be employed."**[38]

Other Outstanding Issues

There are additional questions and critical issues that remain unacknowledged and unaddressed in the checklist, that relate to the living environment that this project creates for the residents – it must also be addressed by the City of Seattle and LIHI/SHARE, those issues include but are not limited to the following:

- Whether a permit from the Port of Seattle as well as approval or permitting from the Washington State Department of Ecology are required.
- That the work requirements in exchange for tenancy at the encampment violates the City of Seattle Wage Theft Laws
- That the living arrangements and requirements violate the requirements of the Washington State Consumer Protection Law and/or the State's Landlord-Tenant Act.

HUMAN RIGHTS

SEPA review may also include such factors as whether a project complies with federal, state, local, public health district laws, whether the project is permitted, and in the case of an on-going project/use/operation whether those comply with the law. The City of Seattle and LIHI/SHARE have now for years touted their unconstitutional law and order rules for the tent cities they are sponsoring and running as shining examples of their management skills, and as further proof of why the regimes they are running at the tent cities ensure their tenants' civil obedience, the health and wellbeing of the tenants therein, and that of everyone living and working around the tent city.

However, the reverse is the case. LIHI/SHARE with the City of Seattle's input and approval has crafted some of the most undemocratic, unconstitutional models of tenant management that could be imagined. And while they will claim the moral high ground when questioned or asked to account for their by and large unlawful tent city management and tenant management schemes, as a practical matter the City and LIHI/SHARE are not exempt from having to comply with and abide by the Constitution of the United States, the laws of the State of Washington and the City of Seattle.

Both the City and LIHI/SHARE are quick to point out in their self-serving public meetings the variety of tactics they have perfected for keeping the tenants of their tent cities in line. First and foremost, they trot out that all residents are compelled to perform what they reference as volunteer jobs at the tent city location. These alleged volunteer jobs carry with them the provisos that if a tenant does not take their expected shift performing one or more of these jobs at the encampment or even in the neighborhood by the site they will be summarily ejected from the premises. That is not a volunteer job.

The job options presented to tenants for their compulsory service include but are not limited to bookkeeper, camp records keeper, security monitor, code of conduct enforcer, patrolling the tent city and its neighborhood, kitchen worker, and camp grounds pest and cleanup patrol duties

The problem with this compulsory employment system is that residents of the tent cities are tenants first, not indentured servants. According to legal experts,[39] [40] "Nonprofit and public-sector organizations may have volunteers as long as the volunteers are not employees of the organization and give time and services gratuitously. There can't be any pressure or coercion to donate time, and all services must be free and voluntary...all volunteers must give their time freely, and they can't be coerced or forced to participate."

Wage Theft at Tent Cities

Kitchen Duty = Wage Theft

According to LIHI/SHARE's documents on file with the City of Seattle, tent city residents may become for example "elected/designated" Kitchen Coordinators. These kitchen coordinators are not by any legal interpretation independent contractors, they are not volunteers as defined by Washington or City of Seattle law, they are employees. This is a fiction and the practice of it amounts to an illegal practice - wage theft.

According to the Washington State Department of Labor and Industries question, "Who is a volunteer? A volunteer is a person who donates labor to another by his or her own free choice. Generally, the volunteer doesn't receive anything of value in exchange for the service — not money, trade of products or services, or anything else of monetary value."[41] If they do receive something in exchange, then they become a "covered" worker, entitled by law to workers' compensation insurance coverage.

Certainly, the residents of the encampment are not volunteers as their participation is compulsory. They must agree to perform work, take "shifts" as a condition of their application for residency at the camp, and then as a condition for their continued residence at the tent compound. If the resident does not handle their appointed share of duties/jobs meted out to them by both LIHI/SHARE and other tenants, their ongoing tenancy will be in jeopardy, and in fact tenants have been ejected from tent city's under LIHI/SHARE's management for not participating in the "voluntary" jobs assigned to them, for not participating in accordance with what are arbitrary and capricious standards for these jobs.

It is not a sustainable proposition that LIHI/SHARE, and by extension the City, can compel their tenants to perform these assorted camp management and maintenance jobs in order to be able to remain at the camp. What is more reasonable is that LIHI/SHARE should be treating any tenant interested in working as a camp manager or camp worker as an employee, that they must pay them for that work. This carries with it all the other implications thereto, i.e., LIHI/SHARE paying the concomitant payroll taxes and insurance costs that are engendered by an employment arrangement.

According to the City of Seattle's own Wage Theft Flyer, "Wage theft is not receiving full payment for work". Examples of wage theft:

- Not being paid minimum wage.
- Not being paid overtime.
- Not being paid at all.
- Not provided paid rest breaks.
- Not provided paid sick and safe time.
- Working off the clock.

1. *Request*: Immediately provide to all Tent City tenants information about wage theft, including the City's materials related to the same. Considering the City of Seattle is responsible for enforcing its law against wage theft and should not be a partner in the same, acting in concert with its agent LIHI/SHARE to coerce vulnerable adults to perform uncompensated labor is cruel and illegal practice on the part of the City. The City must cease doing so and inform both LIHI/SHARE and every resident and worker at Tent City locations of these facts. The City also has a duty to investigate and ensure that the same wage theft arrangement that reigns at LIHI/SHARE tent cities, is not taking place at Nickelsville encampments.

2. *Request*: That the City and LIHI/SHARE immediately inform all residents and prospective residents of Tent City what their employment/workers' rights are, inform them that as tenants they cannot be compelled to work for free at the Tent City camp, and provide them with copies of any federal, state, and local information flyers that detail the laws and rights that affect their status as tenants and as workers, as well as provide them with information about any employee advocacy resources available to them such as the ACLU, the State Department of Labor and Industries, or Columbia Legal.

City of Seattle's and LIHI/SHARE's Responsibility for Worker Safety

All of its contracts for tent city management aside, the City of Seattle also has a responsibility for Tent City worker safety in this matter. As case law has established, the City is not exempt from ensuring workplace safety by virtue of its being a municipality or acting on the basis of some higher governmental power's guidance or regulation. The Port of Seattle via its experience in *Afoa*, can roundly disavow the City of that notion.

Washington courts have for example held, "...jobsite owners must comply with WISHA regulations if they retain control over the manner and instrumentalities of work done at the jobsite."[42] In fact, even mere homeowners for example are likewise subject to WISHA regulations.

For the City of Seattle's purposes, it has contracted with LIHI/SHARE to provide to the City first property management services, and incidental to those property management services, social services. The City of Seattle through its contracts with LIHI/SHARE controls all of the work that tent city residents are performing for LIHI/SHARE, the property management services that LIHI/SHARE provides, and by extension the City controls the conditions under which LIHI/SHARE's "volunteers" must work, the hours, the workplace conditions, the manner in which they are being directed to work, what tasks they are expected to perform in the course of their work, and even providing the tools or materials to perform the work.

Food Business Permit and Food Handler's Permits Required

According to records on file with the City of Seattle and published reports about feeding and food services at the tent cities, meals are being delivered to the tent encampment by faith-based or service-oriented kitchens, local businesses, and other well-meaning individuals. There is food preparation and cooking taking place in the common kitchen area by residents and others, and food is also being stored in the common area.

There is no evidence that the "meals" being delivered to LIHI/SHARE's tent city compounds is being provided by permitted food establishments, there is no evidence that LIHI/SHARE ensures such compliance with permitting – which is related to food safety as opposed to bureaucratic exigencies. In addition according to LIHI/SHARE's on file plan for addressing a variety of food safety concerns, its "Health and Safety Guidelines for Encampments", "Kitchen/Food" section sets out that there will be a compulsory program onsite, whereby tenants/kitchen staff "...will demonstrate knowledge and ability to follow health codes and perform required kitchen duties", including but not limited to properly handling food, complying with food safety standards, kitchen operating and cleanliness standards, as well as monitoring the compliance of other residences to those food and kitchen related practices and standards.

In addition to general kitchen duty residents are also tasked with complying with the site's Waste Diversion Plan, KP duty, are responsible for taking care of pest control, patrolling the property for rodent infestations, and garbage cleanup and handling duties.

In total, between the food being delivered and stored onsite, the preparation and cooking being done by others for others, the nature of the food related facilities that are being maintained and the expectation that the activities taking place in the food service area and the expectation that all of this is to occur in compliance with food service and food handling laws, it is clear that the food related operations at the tent cities must be under the authority and supervision of the Seattle & King County Public Health Department.

It should be noted, the Health Department regularly closes down restaurants and food vendors for failing to comply with the most basic of requirements, a failure to have handwashing facilities, hot and cold running water, a sink to run them in, and soap. Instead the tent cities with residents many of which already have compromised health, are allowed to be operated as if they are exempt from the health laws and regulations. Of further note, very recently there is an outbreak of hepatitis in Los Angeles homeless camps due in large part to the lack of rudimentary sanitation infrastructure – handwashing facilities and adherence to food safety practices.[43]

Not only is a food business permit required for Tent City V but also for any other City-sanctioned camps where the same or similar food related operations are taking place. In addition, every person that is handling food as part of these tent city food operations, such as the "Kitchen Coordinator" should be required to take the readily available and quick food handler's course provided by the health department and get their food handler's card; and in particular so should any individual associated with LIHI/SHARE that is holding themselves out as a kitchen supervisor, or food handler.

While all of the foregoing arguments related to the LIHI/SHARE volunteer job scheme and whether or not tenants can be evicted without due process, there are likewise grave considerations that are not being addressed by the City on whose property these encampments are on, or property which the City controls, or on property which LIHI/SHARE owns or controls – and that is that given the nature of what is contemplated by having a rudimentary security program in place at each tent compound, and pressing tenants into performing the role of security monitor/guard, without any requirement that the tenant have any training, education, or experience as security personnel - is not

only an untenable proposition and expectation, but irresponsible on the part of the City and LIHI/SHARE, and not very intelligent in the bargain.

Putting aside the questions about "volunteer" worker tenants, any individual person that is being pressed into service as a security monitor or security guard of some type at a tent city must first have the proper training or experience prior to their assuming that job.

At a minimum, an individual responsible for performing security or security related job functions should have by training or experience knowledge about basic security principles, understand the legal powers and limitations that they operate under, have knowledge about observation techniques and documentation, be trained for safety and accident prevention, and have completed first aid training.

All of which the above should be specific to the situation that they are operating under – on public property, working in adverse conditions, including but not limited to working outdoors or with limited shelter, interacting and needing to manage people who by turns are vulnerable or agitated, stressed, or socially disabled at a number of levels, that the security person may need the assistance of law enforcement as part of their job duties, and/or require the intervention of health, mental health professionals for the individuals they encounter – those living in very adverse conditions.

Self-Help Penalties, Evictions of Tenants, Landlord's Duties

Ad hoc appearances notwithstanding, residents of tent cities are not mere overnight guests at a campground, institution, hotel, transient lodging, or agriculture worker housing. Tenants of the transitional encampment are not there to perform the service requirements of their employer, LIHI/SHARE, neither are they there because of being in a live-in based, personal treatment or care program that addresses a particular health – physical or mental treatment/care need they have. While the opportunity for a tenant to avail themselves of the assorted social and healthcare program services exists at the encampment, those are merely incidental to their residence at the encampment, they are not compulsory.

The fact of the matter in this instance is, the landlord (the City-LIHI/SHARE) are wearing three hats, landlord, would-be employer, and would-be services provider, does not excuse these landlords from compliance with both housing and employment laws.[44] All Tent City residents are tenants within the meaning of RCW 59.18 et seq. Accordingly, they must be afforded all the rights and benefits of that law, as well as their landlord, be it the City of Seattle or LIHI/SHARE, has duties towards the tenants that they must comply with. Not the least of which the City-LIHI/SHARE have a first duty under RCW 59.18.060 to "...at all times during the tenancy keep the premises fit for human habitation..."! This would include running water, full service utilities.

In Washington, the necessary statutory elements that establish the landlord-tenant relationship at the tent cities/transitional encampments in accordance with the Residential Landlord Tenant Act are as follows:

RCW 59.18.040 - Living arrangements exempted from this chapter are seasonal agricultural employee housing, housing associated with agricultural land leases, tenancy on DNR lands, employment related housing and:

(1) Residence at an institution, whether public or private, where residence is merely incidental to detention or the provision of medical, religious, educational, recreational, or similar services, including but not limited to correctional facilities, licensed nursing homes, monasteries and convents, and hospitals;

(2) Residence in a hotel, motel, or other transient lodging whose operations is defined in RCW

19.48.010

(3) RCW 19.48.010: Any building held out to the public to be an inn, hotel or public lodging house or place where sleeping accommodations, whether with or without meals, or the facilities for preparing the same, are furnished for hire to transient guests, in which three or more rooms are used for the accommodation of such guests, shall for the purposes of this chapter and chapter 60.64 RCW, or any amendment thereof, only, be defined to be a hotel, and whenever the word hotel shall occur in this chapter and chapter 60.64 RCW, or any amendment thereof, it shall be construed to mean a hotel as herein described.

RCW 59.18.030(19) "Property" or "rental property" means all dwelling units on a contiguous quantity of land managed by the same landlord as a single, rental complex.

RCW 59.18.030(18) "Premises" means a dwelling unit, appurtenances thereto, grounds, and facilities held out for the use of tenants generally and any other area or facility which is held out for use by the tenant.

RCW 59.18.030(9) "Dwelling unit" is a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

RCW 59.18.030(14) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

RCW 59.18.030(27) a "tenant" is any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

RCW 59.18.030(25) "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit. [May be express or implied]

Further underscoring the landlord/tenant nature of the tent city arrangement is the intent of the legislative and programmatic framework under which they are permitted and under which they are operating.

The City's legislative and administrative record of intent in regards to tent cities/transitional encampments is replete with references to the purpose of its tent city/transitional encampment housing scheme is to provide housing: "Available facilities and services are currently not able to accommodate all persons in need of shelter...", it is intended to "...help meet the immediate survival and safety needs of individuals without access to safe shelter.";"...the numbers of persons in need of shelter and the types of suitable locations for encampments require more options than are provided by regulations limited to encampments on property owned or controlled by religious organizations...City-owned or private property...may serve on a short-term [up to two years] basis as additional encampment locations"; "At a time when there are so many homeless individuals on the streets, temporary encampments provide a means for meeting the immediate needs of individuals who have no access to permanent shelter."; "It is a lower-cost alternative to more permanent and costly housing options."[45]

Encampments are not shelters in the programmatic sense of shelters, they do not first exist to provide services, and they are distinct from the housing arrangements the social service shelter has with

individuals – services in combination with short residential stays. The encampment is distinct from the shelter, it is a housing option for individuals that eliminates them having to seek "...shelter in alleys, doorways, vacant buildings, green belts, or other locations...".[46]

The same first duty that the City and LIHI/SHARE under RCW 59.18.060, ensuring that the dwelling places they are providing are fit for human habitation, is mirrored by the Seattle Municipal Code (SMC) (see discussion above regarding dwelling units, detached accessory dwelling units)

To the argument that RCW 59.18 and the panoply of Seattle Municipal Codes including those related to landlord-tenant relations and duties do not apply to the tent cities and the tenants of those compounds, no exemption or exception for the tent cities has been carved out by the City Council, Mayor, or director of any City department or agency such that it can be claimed that a tent city or transitional encampment is not required to maintain such things as running water, electrical service to the site, and sanitary sewer services. Neither can it be claimed that the common areas and structures, be they tents or "tiny houses", do not have to comply with the SMC and be fit for human use and habitation.

The same holds true for the proposition that the tenants of the tent city or transitional encampment have no rights and can be retaliated against or summarily expelled from their dwelling place. This is also not true. It is not legal under the Revised Code of Washington or the Seattle Municipal Code for camp operators or camp bullies to engage in those kinds of activities.

And most egregious of all – the crushing denial of tenants' rights, the abridgment of the tent cities tenants' constitutional rights, due process rights, the violation of their human rights - all of those things have occurred during the City of Seattle's watch, with its knowledge and blessing. The City of Seattle leaders go to great lengths to produce rather lavish public outpourings of concern for the wellbeing of the homeless and then go on to provided examples of tent city residents having to engage in unpaid work while in residence as evidence that the City and LIHI/SHARE are the benefactors of the homeless as opposed to the oppressors of the homeless. However, the City's and LIHI/SHARE's tent city/encampment management plans and code of conduct demonstrates the opposite.

The reality is, the SMC applies to the tenancies at the tent cities and transition encampments, it applies to such things at those locations related to the provisions of SMC Title 14 Human Rights: All-Gender Single-Occupant Restrooms Requirements, Unfair Housing Practices – such as retaliatory acts and self-help evictions, and related to the Title 22 Building Code, to wit, "The express purpose of this Code is to provide for and promote the health, safety and welfare of the general public...".

CONCLUSION

The applicant proposes to expand upon an already questionable and essentially illegal bundle of uses and conditions at the 1601 site, doubling down as it were on its improper bet.

For all the preceding reasons the City's and LIHI/SHARE's existing project first should come into compliance with the assorted laws and regulations noted above, and then if it is still interested in expanding propose and promulgate an expansion project based on the foundation of compliance with the law as opposed to one based on bureaucratic artifices.

Final note is made that the City of Seattle and the Port of Seattle are parties to a lease that the Port of Seattle has not subjected to a SEPA review. The question is raised here that it is more appropriate that the Port of Seattle should be a party to this SEPA review also as according

to the information in the checklist the Port will be amending the lease which it has not obtained SEPA review of. Perhaps that review is mandated by or makes the Port a co-applicant or co-lead agency in the present matter.

Request is made that the City should not issue a DNS for the project, that it remand the application/checklist back to the proper applicant for further review and augmentation, and upon the completion of such reissue the amended permit application and SEPA checklist for public comment.

Submitted by

SAFE AND AFFORDABLE SEATTLE, a non-profit organization

/s/

Elizabeth A. Campbell, MPA
Founder and Managing Director

ELIZABETH A. CAMPBELL

/s/

Elizabeth A. Campbell, MPA

cc: Port of Seattle

[1] For clarity and legal purposes, the subject property discussed here is located in Seattle, is commonly known as 1601 15th Avenue West, and at all times is referencing King County Parcel Number 7666201595.

[2] SMC 23.44.053 also establishes a transitional encampment accessory use to a religious facility/facilities, or to a principal use that is located on property owned or controlled by a religious organization – which in turn is regulated by SMC Section 23.45.054. SMC 53.47A.036 likewise references the transitional encampment accessory use, regulated by Section 23.42.054, Transitional Encampments Accessory to Religious Facilities.

[3] See also SDCI "Seattle Permits: Tip 210 Master Use Permit Requirements for Variances". November 10, 2010. http://www.seattle.gov/DPD/Publications/CAM/cam210.pdf

[4] SDCI. "Construction Without a Permit". http://www.seattle.gov/dpd/codesrules/commonquestions/constructionwithoutpermit/default.htm

[5] City of Seattle. "What Is It?". Seattle Department of Construction and Inspections. 2017.http://www.seattle.gov/dpd/codes/dr/DR2015-20.pdf

[6] 106.2 states: "Exemption from the permit requirements of this code does not authorize any work to be done in any manner in violation of this code or any other laws or ordinances of the City." http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/p2631251.pdf

[7] R105.2 states: "Exemption from the permit requirements of this code does not authorize any work to be done in any manner in violation of this code or any other laws or ordinances of the City." http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/p2631469.pdf

[8] SMC 23.42.054(B)(7)

[9] The BLOCK Project. First unit reviewed by SDCI and permitted is located at 1712 18th Avenue South. https://www.classy.org/campaign/roberts-home-block-home-1/c129933

[10] City of Seattle. "Owner Occupancy Covenant". Daniel Tenenbaum. May 25, 2017. http://web6.seattle.gov/dpd/edms/GetDocument.aspx?src=WorkingDocs&id=839737

[11] Given that the 1601 property is in an environmentally critical area (see above) the LIHI/SHARE's tiny home conception cannot escape permitting even if they are sheds.

[12] RCW 59.18.060 Landlord – Duties

[13] Exceptions are R201.1(3) Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide protection based on location on the lot. http://app.leg.wa.gov/wac/default.aspx?cite=51-51&full=true#51-51-0302

[14] Seattle Residential Code Chapter 3 Building Planning. http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/p2631467.pdf

[15] Heffron, Marni C. "Technical Memorandum: Interbay Overlay Area Plan, Transportation Analysis". Heffron Transportation, Inc. July 31, 2007.

[16] City of Seattle. "2005 Comprehensive Plan". Department of Planning & Development. January, 2005. https://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/dpdd016610.pdf

[17] https://www.seattle.gov/Documents/Departments/OPCD/OngoingInitiatives/SeattlesComprehensivePlan/NeighborhoodPlanningElement.pdf

[18] The technical term used related to abating environmental damage at contaminated properties.

[19] In 2005 dollars.

[20] Port of Seattle. Memorandum: Commission Agenda Action Item. October 30, 2014. https://www.portseattle.org/About/Commission/Meetings/2014/2014_11_11_SM_6e.pdf

[21] Ibid.

[22] https://fortress.wa.gov/ecy/gsp/Sitepage.aspx?csid=11044 and https://fortress.wa.gov/ecy/tcpwebreporting/tcpreportviewer.aspx?id=csd&format=pdf&csid=11044

[23] U.S. EPA. "What are Total Petroleum Hydrocarbons (TPH)?". United States Environmental Protection Agency. https://www3.epa.gov/region1/eco/uep/tph.html

[24] SVOC Priority Pollutants are regulated by the U.S. EPA https://www.epa.gov/sites/production/files/2015-09/documents/priority-pollutant-list-epa.pdf

[25] HartCrowser. Port of Seattle Phase I Environmental Site Assessment Update: Tsubota South Property 15th Avenue West." October 31, 2005. https://www.portseattle.org/Business/Properties/Real-Estate-Development/Documents/Tsubota%20Phase1%20Environmental%20Report%202005.pdf

[26] Mg/kg = milligrams per kilogram

[27] MTCA = Model Toxics Control Act, RCW 70.105D et sequence.

[28] DOE. "Guidance for Remediation of Petroleum Contaminated Sites: Toxics Cleanup Program". Publication No. 10-09-057. State of Washington, Department of Ecology. Revised June 2016. https://fortress.wa.gov/ecy/publications/documents/1009057.pdf

[29] Ibid.

[30] Ibid. "Some local zoning classifications may allow a wide variety of uses, including residential uses under industrial and commercial zoning. This is not the case under MTCA. Under MTCA 'Industrial properties' " means properties that are or have been characterized by, or are to be committed to, traditional industrial uses such as processing or manufacturing of materials, marine terminal and transportation areas and facilities, fabrication, assembly, treatment, or distribution of manufactured products, or storage of bulk materials, that are either: • Zoned for industrial use by a city or county conducting land use planning under Chapter 36.70A RCW (Growth Management Act); or • For counties not planning under Chapter 36.70A RCW (Growth Management Act) and the cities within them, zoned for industrial use and adjacent to properties currently used or designated for industrial purposes."

[31] Ibid.

[32] Ibid.

[33] The most recent map they have put online: https://www.seattle.gov/transportation/tfdmaps.htm

[34] WAC 173-60-010.

[35] WAC 173-60-020(6) "EDNA" means the environmental designation for noise abatement, being an area or zone (environment) within which maximum permissible noise levels are established. http://apps.leg.wa.gov/WAC/default.aspx?cite=173-60&full=true#173-60-040

[36] https://www.seattle.gov/Documents/Departments/OPCD/OngoingInitiatives/SeattlesComprehensivePlan/3-

3NoiseDEIS.pdf

[37] DNL (Day-Night Sound Level) is based on sound levels measured in relative intensity of sound, or decibels (dB), on the "A" weighted scale (dBA). This scale most closely approximates the response characteristics of the human ear to sound. The higher the number on the scale, the louder is the sound. DNL represents noise exposure events over a 24-hour period. To account for human sensitivity to noise between the hours of 10 p.m. and 7 a.m., noise events occurring during these hours receive a "penalty" when the DNL is calculated. Each nighttime event is measured as if ten daytime events occurred.
https://www.broward.org/Airport/Community/Documents/noisefaqs2.pdf

[38] https://ehp.niehs.nih.gov/14-09400/

[39] Peltin, Steve. "Interns and Volunteers, Do We Really Have to Pay them?". Foster Pepper PLLC. July 15, 2011. http://www.washingtonworkplacelaw.com/2011/07/private-employers/interns-volunteers-do-we-really-have-to-pay-them/

[40] Ibid. "A non-profit employer need not pay employees for volunteer activities so long as the volunteers perform duties that are not similar to their paid job and the employer doesn't control the activity. However, if the employer requires or controls the volunteer work, and the activities benefit the employer,[40] the employer may need to pay for time spent on the activities. Also, if employees on their own volition perform volunteer activities that are related to their job, and the employer knew or should have known that the employees would be participating, the employer may be required to pay for the time. For example, a charity can't require or allow a bookkeeper to voluntarily process payroll, if that is the kind of work that he completes in his paid position. However, if the bookkeeper decides on his own to hand out t-shirts at the annual 5K race, he probably would not have to be paid.
"Can we give our unpaid interns and volunteers gift cards or stipends?

"Yes. Volunteers and unpaid interns for nonprofit or public sector organizations can receive stipends or other nominal fees or gifts, as long as the gifts are not tied to productivity. Monthly or yearly stipends are fine, too, as are reimbursements for expenses.

"However there is a limit. If volunteers are paid more than a reimbursement for expenses, reasonable benefits or a nominal fee, the nonprofit might start to establish an employment relationship with the volunteer that would be subject to minimum wage requirements. The Department of Labor has defined 'nominal fee' as 20% or less of what an employee doing the same work would make. For example, a custodian who serves as a coach for the varsity track team can receive a stipend for his work without losing volunteer status, as long as the stipend is 20% or less of what the school would have to pay an employee to do the same work."

[41] Alternatively, if the case can be made that residents are volunteers, they would be covered by L&I, as per L&I, "In regard to its question, "When is a volunteer a 'covered worker'? If a volunteer **receives something of monetary value** in exchange for work, he or she is probably a "covered worker' who is entitled by law to workers' compensation insurance coverage."

[42] *Afoa* v. Port of Seattle_Wn. 2d__ (January 31, 2013)

[43] Antczak, John. "Hepatitis A outbreak seen in Los Angeles County". Associated Press – Los Angeles. Abc News. http://abcnews.go.com/Health/wireStory/hepatitis-outbreak-los-angeles-county-49960613

[44] *Grant*, 505 N.W. 2d at 259

[45] City of Seattle. "Director's Report: Transitional Encampment Interim Use Amendments". City of Seattle Department of Planning and Development. January 16, 2015.

[46] Ibid.