



DEVELOPMENT SERVICES DEPARTMENT
ENVIRONMENTAL COORDINATOR
450 110th Ave NE
BELLEVUE, WA 98009-9012

DETERMINATION OF NON-SIGNIFICANCE

PROPONENT: City of Bellevue, Development Services Department

LOCATION OF PROPOSAL: Citywide

DESCRIPTION OF PROPOSAL: Development of this Temporary Encampment Land Use Code Amendment (LUCA) is authorized to update Land Use Code Chapter 20.30U, which covers permitting of temporary encampments hosted by religious organizations on their property and is following the adoption process for a development regulation under the State Growth Management Act (GMA) integrated with review required under the State Environmental Policy Act (SEPA).

FILE NUMBERS: 18-123567-AD **PLANNER:** Peter Rosen, Senior Planner, 425.452.5210

The Environmental Coordinator of the City of Bellevue has determined that this proposal does not have a probable significant adverse impact upon the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(C). This decision was made after the Bellevue Environmental Coordinator reviewed the completed environmental checklist and information filed with the Land Use Division of the Development Services Department. This information is available to the public on request.

- ☐ There is no comment period for this DNS. There is a 14-day appeal period. Only persons who submitted written comments before the DNS was issued may appeal the decision. A written appeal must be filed in the City Clerk's office by 5:00 p.m. on _____.
- ☒ This DNS is issued after using the DNS process in WAC 197-11-310. This DNS is only appealable as part of the City's action on the amendment to the Land Use Code. In order to comply with requirements of SEPA and the State of Washington Growth Management Act for coordination of hearings, any appeal of the SEPA threshold determination herein will be considered by the Growth Management Hearings Board along with an appeal of the City Council's action. For information on how to appeal a proposal, visit the Permit Center at City Hall or call (425) 452-4188.
- ☐ This DNS is issued under WAC 197-11-340(2) and is subject to a 14-day comment period from the date below. Comments must be submitted by 5 p.m. on _____. This DNS is also subject to appeal. A written appeal must be filed in the City Clerk's Office by 5:00 p.m. on _____.

This DNS may be withdrawn at any time if the proposal is modified so as to have significant adverse environmental impacts; if there is significant new information indicating a proposals probable significant adverse environmental impacts (unless a non-exempt license has been issued if the proposal is a private project); or if the DNS was procured by misrepresentation or lack of material disclosure.


Environmental Coordinator

10/31/2019
Date

OTHERS TO RECEIVE THIS DOCUMENT:

- ☒ State Department of Fish and Wildlife / Stewart.Reinbold@dfw.gov; Christa.Heller@dfw.wa.gov;
- ☒ State Department of Ecology, Shoreline Planner N.W. Region / Jobu461@ecy.wa.gov; sepaunit@ecy.wa.gov
- ☒ Army Corps of Engineers Susan.M.Powell@nws02.usace.army.mil
- ☒ Attorney General ecyolyef@atg.wa.gov
- ☒ Muckleshoot Indian Tribe Karen.Walter@muckleshoot.nsn.us; Fisheries.fileroom@muckleshoot.nsn.us

A. Background

1. Name of proposed project, if applicable:
Temporary Encampment Land Use Code Amendment (LUCA) – Bellevue Land Use Code (LUC) Chapter 20.30U.
2. Name of applicant:
City of Bellevue
3. Address and phone number of applicant and contact person:
*Toni Pratt, Senior Planner, 425-452-5374
Development Services Department
450 110th Avenue NE
Bellevue, WA 98004*
4. Date checklist prepared:
September 9, 2019
5. Agency requesting checklist:
City of Bellevue
6. Proposed timing or schedule (including phasing, if applicable):
Adoption of the Temporary Encampment LUCA is targeted to be concluded prior to January 27, 2020.
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
The City currently processes and permits temporary encampments upon applications by religious entities under both Chapter 20.30U LUC and a 2006 Federal Consent Decree (Western District of Washington Case No. C05-1921-JCC (Docket Nos. 62 and 64)). After adoption of this Temporary Encampment LUCA, the City anticipates continuing to process and permit temporary encampments upon applications by religious entities solely under the amended Chapter 20.30U LUC.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
A non-project Environment Checklist in support of the Temporary Encampment LUCA is included.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
N/A
10. List any government approvals or permits that will be needed for your proposal, if known.
City Council approval of the Temporary Encampment LUCA.
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This proposal is to amend Chapter 20.30U LUC, which covers permitting of temporary encampments hosted by religious organizations on their property. The proposed LUCA would amend Chapter 20.30U in four main categories: (1) Provide a streamlined permit process for temporary encampments; (2) Institute consistent and predictable frequency and duration of temporary encampments, potentially 120-day deployments and 12-month gap between deployments, without requiring hardship exceptions; (3) Provide neighborhood engagement, specifically the addition of optional neighborhood meetings after permit issuance and elimination of the mandatory litter patrol requirement; and (4) Codify proven effective public health and safety standards for water, sewage and wastewater disposal, electricity and lighting, handwashing and bathing, toilets, bedding, refuse disposal, and disease prevention and control. Development of this LUCA, under the State Growth Management Act (GMA) and the City's Environmental Procedures Code (Chapter 22.02 BCC), is integrated with review required under the State Environmental Policy Act (SEPA).

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Citywide

B. ENVIRONMENTAL ELEMENTS

No discussion of the individual elements is required for GMA actions per WAC 197-11-235(5).

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Toni Pratt

Name of signee: Toni Pratt

Position and Agency/Organization: Senior Planner, City of Bellevue, Development Services

Date Submitted: September 9, 2019

Supplemental Sheet For Nonproject Actions [\[help\]](#)
(IT IS NOT NECESSARY TO USE THIS SHEET FOR PROJECT ACTIONS)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposal would not likely increase discharges to water, toxic releases or production of noise. Any future project action to host a temporary encampment would still be required to comply with all applicable Bellevue City Codes and ordinances.

Proposed measures to avoid or reduce such increases are:

N/A.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposal would not likely affect plants, animals, fish, or marine life. Any future project action to host a temporary encampment would still be required to comply with all applicable Bellevue City Codes and ordinances.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

All future temporary encampment proposals would include review of a required site plan per the City's Land Use Code.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal would not likely deplete energy or natural resources. Any future project action to host a temporary encampment would still be required to comply with all applicable Bellevue City Codes and ordinances.

Proposed measures to protect or conserve energy and natural resources are:

Future temporary encampments would also be served by the same utilities that service the religious entity that owns the property upon which the temporary encampment may be located.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal would not likely affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection. Any future project action to host a temporary encampment would still be required to comply with all applicable Bellevue City Codes and ordinances.

Proposed measures to protect such resources or to avoid or reduce impacts are:

All future temporary encampment proposals would include review of a required a site plan per the City's Land Use Code.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal would not likely affect land and shoreline use, and would not allow or encourage land or shoreline uses that are incompatible with existing plans. Any future project action to host a temporary encampment would still be required to comply with all applicable Bellevue City Codes and ordinances.

Proposed measures to avoid or reduce shoreline and land use impacts are:

N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would not likely increase demands on transportation or public services and utilities. Any future project action to host a temporary encampment would still be required to comply with all applicable Bellevue City Codes and ordinances.

Proposed measures to reduce or respond to such demand(s) are:

Future temporary encampments would also be served by the same transportation or public services and utilities that service the religious entity that owns the property upon which the temporary encampment may be located.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposal will not conflict with local, state or federal laws for protection of the environment.



CITY OF BELLEVUE STAFF REPORT

DATE: October 30, 2019

TO: Mayor Chelminiak and Members of the City Council

FROM: Mike Brennan, Development Services Director, 452-4113
Toni Pratt, Senior Planner, 452-5374
Development Services Department

Kathy Gerla, City Attorney, 452-7220
Cindy Lin, Assistant City Attorney, 452-4086
City Attorney's Office

SUBJECT: Public Hearing on Land Use Code Amendment (LUCA) to amend Chapter 20.30U Land Use Code (LUC), which covers permitting of temporary encampments hosted by religious organizations on their property. For the past 13+ years, the City has regulated Temporary Encampments based upon the provisions in both: 1) Chapter 20.30U LUC and 2) a federal Consent Decree. The proposed LUCA will reflect how Chapter 20.30U LUC has been administered under the terms of the Consent Decree and update the code based on stakeholder input and permitting experience without impacting the right to religious exercise. It will result in greater consistency, predictability and ease of implementation for future temporary encampments in the City, as well as greater consistency with regional standards for temporary encampments.

The file number for this LUCA is 18-123567-AD. This amendment will add the following components to Chapter 20.30U LUC:

1. Alignment of public health and safety standards to reflect how temporary encampments have been administered under the Consent Decree;
2. Neighborhood engagement;
3. Consistent and predictable frequency and duration of temporary encampments; and
4. Streamlined permit process for temporary encampments

I. BACKGROUND

Consent Decree

In July 2005, Council adopted Chapter 20.30U LUC to establish the procedure and criteria that the City will use in making a decision upon an application to permit a temporary encampment. As a threshold matter, Chapter 20.30U LUC does not permit temporary encampments except as an accommodation of religious exercise by religious organizations.

Temple B'nai Torah (TBT) and its co-applicant SHARE/WHEEL (Sponsor and Manager of Tent City 4) submitted the first temporary encampment application under Chapter 20.30U LUC. The City approved the permit, with a number of conditions. The applicants filed a lawsuit against the City, alleging that Chapter 20.30U LUC and some of the permit conditions violated TBT's right to free exercise of religion under the state and federal constitutions, and violated the federal Religious Land Use and Institutionalized Persons Act (RLUIPA). Under these laws, the City's regulation of temporary encampments must protect public health and safety and not substantially burden religious exercise unless such regulation furthers a compelling government

interest and is the least restrictive means of furthering that interest. The Church Council of Greater Seattle later intervened to join TBT and SHARE/WHEEL in the lawsuit against the City.

This lawsuit was settled by a Federal Consent Decree (the “Consent Decree”) in January 2006 (Western District of Washington Case No. C05-1921-JCC (Docket Nos. 62 and 64)). See Attachment A. The Consent Decree described how the City would interpret and apply certain provisions in Chapter 20.30U LUC through the City’s permitting process. Temporary encampments within the City have been administered in accordance with the Consent Decree for the past 13-plus years. The term of the Consent Decree has been extended twice since 2006 and is currently set to expire on January 27, 2020.

Procedural Information

In 2018, the City Council directed staff to begin initial work on a Temporary Encampment LUCA once the Homeless Shelter Services LUCA (Ordinance 6419), related to permanent shelters, was completed. Staff began this review by first evaluating the existing regulatory framework of Chapter 20.30U LUC and how it has been administered under the Consent Decree over the past 13 years. Staff also solicited information from stakeholder groups: 1) the original Signatories to the Consent Decree and 2) a neighborhood focus group that was composed of individuals who live adjacent to previous temporary encampments and also attended previously held public meetings regarding temporary encampments.

The Temporary Encampment LUCA continues to support the 2005 policy decision to allow temporary encampments as an accommodation of religious exercise. The Temporary Encampment LUCA does not regulate unlawful public camping, overnight parking, or temporary or permanent shelters for persons experiencing homelessness.

II. REVIEW PROCESS

City Council Review

On September 9, 2019, Council initiated discussions regarding a Temporary Encampment LUCA to update Chapter 20.30U. The Council also determined, at that time, that the required public hearing associated with this LUCA should be held by Council rather than the Planning Commission. This decision was necessary and appropriate because Chapter 20.30U and the initial Permit issued under this Chapter are the subject of litigation that was resolved by a federal Consent Decree that was imposed by the court in 2006 and remains in effect today.

On September 23, Council considered an initial draft LUCA based only on how Chapter 20.30U LUC has been administered under the Consent Decree. Council was also provided with a comparison of Chapter 20.30U LUC and the Consent Decree, which has been updated and is attached as Attachment B. On this day and then on October 14, 2019, Council began review of the identified components of a proposed Temporary Encampment LUCA. The proposed Temporary Encampment LUCA includes the revisions contained in the initial draft LUCA in addition to a limited number of staff recommendations in three additional topic areas based upon stakeholder feedback, evaluation of the current regulations, and permitting experience. These topic areas and recommendations are summarized as follows:

1. Public health and safety standards: Alignment of the public health and safety standards to reflect the administration of Temporary Encampments under the Consent Decree;

2. Neighborhood engagement: Recommended removal of mandatory litter patrol requirement and the addition of optional post-issuance neighborhood meetings;
3. Consistent and predictable frequency and duration: Recommended extending the duration of Temporary Encampments to 120 days and adopting a 12-month gap between Temporary Encampments in the City; and
4. Streamlined permit process for Temporary Encampments: Recommended a 5-year permit for experienced hosts in good standing with a modified application process for subsequent year Temporary Encampment deployments under the same permit.

Together, the narrowly tailored package of recommendations attempts to strike a balance between the interests of the temporary encampment hosts and other stakeholders. The package of recommendations is expected to have no or reduced impact on the religious hosts' rights to religious exercise.

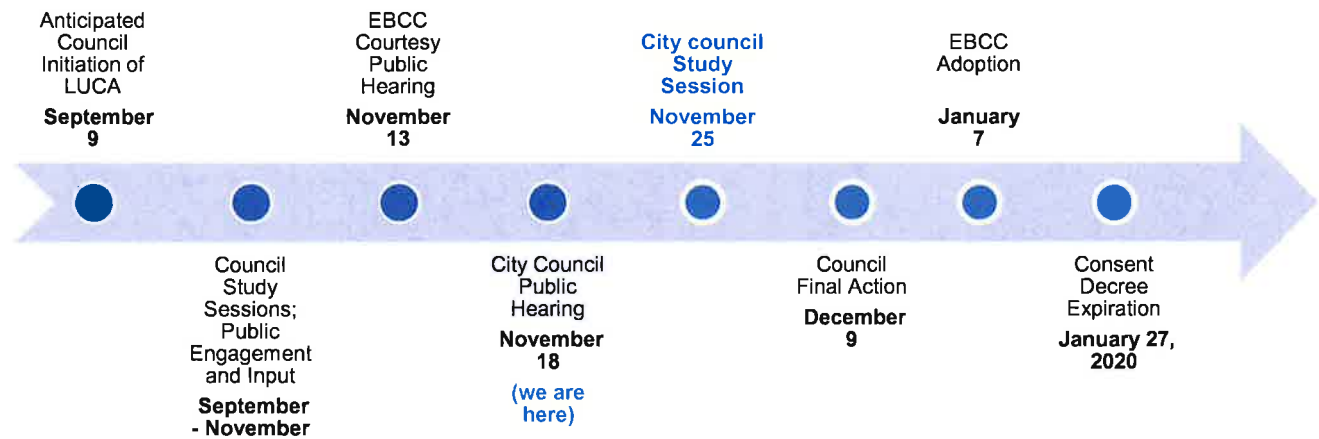
After review of the staff recommendations, Council directed staff to prepare a draft LUCA for the public hearing that includes all four recommended areas identified above. Council expressed no concerns regarding Topic Area 1, the updating of the 20.30U LUC to include public health and safety standards that have been effective under the current regulatory framework. Council suggested that staff consider options for crafting the amendments in the remaining topic areas that address how to further effective communication between the permit holder(s) and public stakeholders, how to measure success of a temporary encampment, and to provide Encampment Hosts that are successful with greater flexibility.

The draft LUCA that incorporates all 4 recommended topic areas is provided as Attachment C (Annotated) and D (Clean Version). The LUCA provides for additional neighborhood engagement by adding a mechanism to address operational concerns related to a Temporary Encampment, including potential post issuance informational meetings related to certain health and safety concerns. Temporary Encampment hosts that previously obtained a temporary encampment permit that was not subject to revocation will have the option to apply for an Extended Temporary Encampment Permit that is valid for 5 years. The streamlined application process available under the extended permit includes the submittal of a Safety and Security Report (and regular reporting of compliance with the Safety and Security Report), which provides for greater accountability at the same time as increased flexibility.

At the October 14, 2019 Study Session, after deliberations on all four recommendations, Council confirmed that it will hold its Public Hearing on November 18.

Temporary Encampment Process Schedule:

The Temporary Encampment processing schedule is noted below. The November 25 Study Session meeting is identified in blue as a placeholder for follow up discussion on the Temporary Encampment LUCA if necessary, after the public hearing.



The public hearing scheduled for November 18 is necessary so that Council may adopt these updates to Chapter 20.30U, LUC prior to the expiration of the federal Consent Decree on January 27, 2020. Council adoption of these regulations is tentatively scheduled for December 9, 2019. The aforementioned steps satisfy the City code requirements for adoption of the requested LUCA by Council and final action may be taken at any time following the public hearing.

Following completion of the code amendment process, including a public hearing and adoption of a final ordinance by Council, the documents will be forwarded to the Washington State Department of Commerce.

East Bellevue Community Council (EBCC)

The LUCA is subject to the EBCC's decision-making authority and is subject to approval/disapproval jurisdiction of the EBCC under RCW 35.14.040. The EBCC is scheduled to hold a Courtesy Public Hearing on November 13. Upon Council adoption of the LUCA, the City will transmit the approved ordinance to the EBCC for final adoption on January 7, 2020.

III. PUBLIC ENGAGEMENT

Required Public Notice

The notice required for City Council Legislative Actions (Process IV) is governed by the terms of LUC sections 20.35.415 through 20.35.450. Notice of the Public Hearing ([see Attachment E](#)) is scheduled for November 18, 2019, and availability of this staff report, will be published in the Weekly Permit Bulletin and in the Seattle Times on October 31, 2019. Notice was provided to members of the EBCC, the original signatories of the Consent Decree, neighborhood focus group members, and individuals who have subscribed to receive these notices and those who have expressed interest on this topic as parties of record.

Pursuant to the Washington State Growth Management Act, proposed amendments to the Land Use Code must be sent to the Washington State Department of Commerce. A copy of the required transmittal to the Department of Commerce, including a copy of a draft LUCA, was transmitted on September 24, 2019 and is available for review in the code amendment file. The LUCA is identified by Commerce as ID_2019-S-699. No comments have been received by Commerce as of the date of this report.

Enhanced Public Outreach

In addition to the requirements of LUC 20.35, City Council Legislative Actions, which requires a public hearing before the Council and Courtesy Hearing before the EBCC, staff has provided enhanced public outreach for this LUCA. This outreach included the following:

- Informed the original signatories of the Consent Decree and the neighborhood focus members of potential changes to the LUC with invitations to meet with staff to discuss changes if desired. See project file for noted emails;
- Notice to interested parties who have commented on the LUCA or requested to be a party of record;
- Established a web presence under Hot Topics;
- Public Information Office (PIO) messaging regarding LUCA progression; and
- Created a LUCA mailbox for commenters.

The Hot Topics website was updated to include the Temporary Encampment LUCA at the following link: <https://bellevuewa.gov/discover-bellevue/about-us/hot-topics-initiatives/homelessness-in-bellevue/temporary-encampment>. The site provides access to materials regarding the draft LUCA along with staff contact information. The webpage also allows interested parties to send comments regarding the LUCA as it progresses via TempEncampmentLUCA@bellevuewa.gov.

Public Comments

As of the date of this staff report, the City has received several comments on the initial draft LUCA and proposed topic areas included in the draft LUCA. The comments have been categorized into general themes for ease of review as noted below:

Questions arose regarding the continued need for temporary encampments as a solution for persons experiencing homelessness.

Response: It is well established that Temporary Encampments are a use that is allowed as an accommodation of religious exercise under the applicable constitutional and statutory framework, and regulation of this use is subject to the applicable legal framework. This remains the case even if the City has taken steps to implement a variety of solutions for persons experiencing homelessness including the enactment of a Homeless Uses Services LUCA and support of permanent affordable housing projects. During the December 2018 meeting with the Consent Decree signatories, the signatories acknowledged that tent encampments are not an ideal housing solution for persons who are experiencing homelessness. However, the ability for residents to live collectively rather than singularly furthers the safety of Temporary Encampment residents.

Parties of Record have submitted comments about their status in relation to the identified focus groups, i.e., original signatories of the Consent Decree and the Neighborhood Focus Group.

Response: Questions were raised by party of records as to why they were not included in the identified stakeholder groups. When the Consent Decree went into effect in 2006, there were four signatories to this document:

- Temple B’nai Torah
- SHARE/WHEEL
- Church Council of Greater Seattle
- City of Bellevue

The Consent Decree is a binding document between the four parties identified above. When staff solicited comments from the Temporary Encampment host/manager stakeholder group, it was initially confined to the identified Consent Decree signatories above. Staff has offered to meet separately with these and other parties of record who do not fall into this classification.

In regard to the identified neighborhood focus group members, this group was comprised of neighbors who have lived within 600 feet of the four Temporary Encampment hosting sites and also attended the public meetings regarding Temporary Encampments since 2005. Commenters who did not meet these requirements were also categorized as parties of record and as such have received all of the publicized materials for the forthcoming public hearing similar to the identified stakeholder groups.

The Church Council of Greater Seattle, one of the original signatories to the Consent Decree, submitted copies of guiding principles for Temporary Encampments. The principles dated October 4, 2016 and January 4, 2017, document a proposed regional approach to permitting temporary encampments between Bellevue, Kirkland, Redmond and Issaquah that will reduce barriers to Temporary Encampments hosted by religious organizations.

Response: Staff has reviewed the submitted principles from the Church Council of Greater Seattle. These guiding principles are provided as Attachment F. The Draft Public Hearing LUCA includes some elements of these principles including a proposed Temporary Encampment duration of 120 days and a streamlined permitting process for religious hosts that have previously hosted a temporary encampment in the City. The proposed LUCA also considers the net impact on the ability of potential hosts to exercise their religious beliefs by hosting Temporary Encampments and is expected to have no or reduced impact on a religious hosts’ rights to religious exercise.

Some concerns were expressed by Neighborhood Focus Group Members residing near one previous Temporary Encampment site regarding the need to mitigate neighborhood impacts due to the hosting of Temporary Encampments within their neighborhood.

Response: There have been 10 Temporary Encampment hostings in the City of Bellevue since 2005. Five of those hostings have been held by Temple B’nai Torah (TBT), two by the First United Methodist Church (FUMC), two by St. Luke’s Lutheran Church, and once by the Church of Resurrection. See Attachment G for geographic locations.¹ TBT has hosted temporary encampments the most because it supports their mission to address issues concerning social justice, but this has given rise to comments from residents near TBT regarding the impact of Temporary Encampments in their neighborhood and the need for accountability for Encampment Hosts, Operators and Managers.

¹ It should be noted that since 2016, there have been no temporary encampments within the City.

Chapter 20.30U LUC allows for revocation of a Temporary Encampment permit if any decision criteria or conditions of approval is violated. The availability of the revocation procedure is in addition to the process for addressing civil violations that is set out in Chapter 1.18 of the Bellevue City Code. The draft LUCA attempts to address concerns regarding neighborhood impacts and accountability without impacting the right to religious exercise. In addition to enforcement mechanisms, staff have historically sought to facilitate effective communications between Temporary Encampment permit holders and interested members of the public so that potential solutions to identified operational concerns (e.g. a designated point of contact, office hours held by the encampment host) may be implemented.

Participation in the Public Hearing

Any person may participate in the Public Hearing by submitting written comments to the City Council in care of Charmaine Arredondo, City Clerk, P.O. Box 90012, Bellevue, WA 98009, before the Public Hearing, or by submitting written comments or making oral comments to the City Council at the hearing. Written comments may also be submitted by mail to Toni Pratt, Senior Land Use Planner, Development Services Department, City of Bellevue, P.O. Box 90012, Bellevue, Washington, 98009-9012 or by e-mail to TempEncampmentLUCA@bellevuewa.gov. **Comments must be received by 5:00 p.m. on Monday, November 18, 2019.** All written comments received by the City Clerk or Toni Pratt prior to the comment deadline will be transmitted to the City Council no later than the date of the Public Hearing.

The balance of this Staff Report analyzes the decision criteria in the Land Use Code that must be met to support the Temporary Encampment LUCA.

IV. DECISION CRITERIA

Federal and state constitutional and statutory requirements inform the regulation of Temporary Encampments that are permitted as an accommodation of religious exercise. LUC 20.30J.135 establishes the decision criteria for an application to amend the text of the Land Use Code. These criteria, and the relationship of these proposed amendment to them, are discussed below:

A. Applicable Legal Framework

The hosting of temporary encampments as an accommodation of religious exercise is governed by law including the Federal and State constitutions, the Religious Land Use and Institutionalized Persons Act (RLUIPA) and Washington statute (RCW 35A.21.360). Under these laws, the City's regulation of temporary encampments must protect public health and safety and not substantially burden religious exercise unless such regulation furthers a compelling government interest and is the least restrictive means of furthering that interest. The proposed LUCA is narrowly tailored such that the package of recommendations is expected to have no or reduced impact on the religious hosts' rights to religious exercise.

B. The amendment is consistent with the Comprehensive Plan

Finding: The City of Bellevue has adopted several policies that support an update to citywide regulations governing Temporary Encampments:

Housing and Human Services:

- *HO-3. Maintain the character of established single-family neighborhoods, through adoption and enforcement of appropriate regulations.*
- *HS-8. Make Bellevue a welcoming, safe and just community marked by fairness and equity provided to those disproportionately affected by poverty, discrimination and victimization.*
- *HS-10. Use City regulatory powers to protect individuals' rights and advance community health and human service objectives.*
- *HO-35: Support regional efforts to prevent homelessness, and make homelessness rare, brief, and one-time when it occurs. Provide a range of affordable housing options and support efforts to move homeless persons and families to long-term financial independence.*
- *HO-36: Collaborate with other jurisdictions and social service organizations to assure availability of emergency shelter and day centers that address homelessness.*
- *HS-14: Support agencies locating human service facilities in Bellevue and, where appropriate, encourage efficiencies through agency collocation and collaboration.*
- *HS-18: Support an intentional local community response to homelessness with housing and supportive services provided to families, youth and single adults.*

Quality of Life:

- *N-1. Maintain neighborhoods as safe and welcoming environments for everyone to enjoy.*
- *N-2: Ensure police, fire and emergency services provide high levels of public safety that respond to growth and changing community needs.*
- *N-3: Equip residents, businesses and community service providers through education and training to be active participants in public safety (including, but not limited to, emergency preparedness, crime prevention, first aid, and fire prevention).*

Land Use:

- *LU-14. Protect residential areas from the impacts of nonresidential uses of a scale not appropriate to the neighborhood.*
- *LU-15. Provide, through land use regulation, the potential for a broad range of housing choices to meet the changing needs of the community.*
- *LU-31. Encourage development of amenities, services and facilities that are supportive of all types of families through investment, incentives and development regulations.*

The LUC contains the regulations that staff use to implement the above Comprehensive Plan Policies. The draft LUCA is consistent with and supports these Comprehensive Plan policies by providing for permanent regulations regarding Temporary Encampments prior to the expiration of the Consent Decree on January 27, 2020. Development of these permanent regulations will result in greater consistency, predictability and ease of implementation for future temporary encampments in the City, as well as give rise to greater consistency with regional standards for temporary encampments.

B. The amendment enhances the public health, safety or welfare; and

Finding: Updated temporary regulations will enhance the public health, safety or welfare for Temporary Encampments wherever they are allowed to locate within the City of Bellevue. These regulations are also intended to protect the health, safety and welfare of the occupants and the surrounding residents and businesses. It is also intended to reduce impacts to the police and other city resources that are necessary when a temporary encampment occurs within the City of Bellevue.

C. The amendment is not contrary to the best interest of the citizens and property owners of the City of Bellevue.

Finding: The amendment is not contrary to the interests of citizens and property owners, because it continues to regulate the health and safety impacts of a lawful use to protect the best interest of the citizens and property owners of the City of Bellevue. The LUCA will further predictability in the implementation of Temporary Encampments for the host, operator, and the public alike. The amendment contains additional mechanisms for neighborhood engagement and safety, particularly for those hosts that opt to participate in the streamlined permitting process.

V. STATE ENVIRONMENTAL POLICY ACT

This DNS is issued pursuant to the threshold determination requirements in WAC 197-11-310. This DNS is only appealable as part of the City's action on the amendment to the Land Use Code. In order to comply with requirements of SEPA and the State of Washington Growth Management Act for coordination of hearings, any appeal of the SEPA threshold determination herein will be considered by the Growth Management Hearings Board along with an appeal of the City Council's action. For information on how to appeal a proposal, visit the Permit Center at City Hall or call (425) 452-4188.

VI. RECOMMENDATION

Staff has prepared draft Temporary Encampment regulations for input during the required public hearing and for Council consideration (see Attachments C and D). This draft Public Hearing LUCA is intended to enable the Council vision to update Chapter 20.30U to align with the administration of Temporary Encampments under the Consent Decree and improve administration of temporary encampments based on stakeholder feedback, permitting experience and consistency with regional standards. A public hearing is scheduled for November 18 so that Council may take comment on the Public Hearing Draft LUCA, make changes based on the comments received, and direct staff to prepare an ordinance for final adoption on December 9 or an alternative date set by Council. If necessary, an additional Study Session may be scheduled on November 25 for Council follow up to the November 18 public hearing.

ATTACHMENTS

- A. Consent Decree, Western District of Washington Case No. C05-1921-JCC (Docket Nos. 62 and 64)
- B. Comparison of Chapter 20.30U LUC and the Consent Decree
- C. Public Hearing Draft Temporary Encampment LUCA, Chapter 20.30U LUC (Annotated Version)

- D. Public Hearing Draft Temporary Encampment LUCA, Chapter 20.30U LUC (Clean Version)
- E. Public Hearing Notice for the Temporary Encampment LUCA
- F. Church Council of Greater Seattle Guiding Principles
- G. Temporary Encampment Host Map, 2005-2016

ATTACHMENT A
(Consent Decree)

The Honorable John C. Coughenour

05-CV-01921-CNST

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TEMPLE B'NAI TORAH, *et al.*,

Plaintiffs,

vs.

THE CITY OF BELLEVUE,

Defendant.

No. C05-1921-JCC

CONSENT DECREE

A. WHEREAS, on July 26, 2005, the City of Bellevue (the "City") adopted Ordinance No. 5615 (the "Ordinance") to establish a process and decision criteria for the establishment of temporary homeless encampments within the City. The City intended the Ordinance to be adopted specifically to accommodate religious practices by Encampment Hosts, Encampment Sponsors or Encampment Managers seeking to care for the homeless.

B. WHEREAS, on September 15, 2005, Temple B'nai Torah ("TBT") as the Encampment Host and Seattle Housing and Resource Effort ("SHARE") as the Encampment Sponsor and Encampment Manager, jointly applied to the City under the Ordinance for a Temporary Encampment Permit to locate Tent City4, a temporary homeless encampment, on the Temple's property. The Temple proposed hosting Tent City4 as an essential religious expression

CONSENT DECREE
(No. C05-1921 JCC)

- 1 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel: (425) 888-7813 • Fax: (425) 888-7870

1 of the synagogue consistent with the practice and obligation of its religious beliefs and
2 interpretation of Reform Judaism to shelter the homeless and assist the poor.

3 C. WHEREAS, in their joint application, TBT and SHARE sought approval of
4 17 "hardship" exceptions under provisions of the Ordinance, including, but not limited to,
5 provisions for the duration of the encampment, the number of toilets and showers, and the
6 provision of hot water.

7 D. WHEREAS, on November 3, 2005, the City's Director of Planning and
8 Community Development ("Director") granted a Temporary Encampment Permit ("Permit") to
9 TBT and SHARE subject to conditions as stated in the Permit, which is attached as Appendix A
10 to this Decree. In his Permit decision, the Director determined that, for 11 of the 17 requested
11 hardship exceptions, the provisions of the Ordinance had been met by TBT and SHARE through
12 substantial compliance (hereinafter the "Findings of Substantial Compliance") so that hardship
13 exceptions for these 11 requests were not required. Two additional requests related to
14 application submittal requirements and were not subject to the exception provisions of the
15 Ordinance. *Id.* Other requests or issues were resolved through negotiation with City staff. The
16 Director did not find substantial compliance and denied hardship exceptions for the remaining 4
17 requests, including requests regarding duration of stay, number of toilets and showers, and
18 reporting of suspicious health problems.

19 E. WHEREAS, on November 14, 2005, TBT and SHARE filed a Land Use Petition
20 Act (LUPA) appeal, Case No. 05-2-37249-4 SEA, in the Superior Court of King County,
21 Washington (the "State Court Action"), challenging various Permit conditions including claims
22 that certain conditions unreasonably burdened the Temple's practice of religion, without a
23 compelling governmental interest and without the use of the least restrictive means.

24 F. WHEREAS, on November 18, 2005, the City removed the State Court Action to
25 the U.S. District Court for the Western District of Washington, Case No. C05-1921-JCC (the
26 "Federal Court Action"). On December 2, 2005, the City filed an Answer and Counterclaim,

2
CONSENT DECREE
(No. C05-1921 JCC)

- 2 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
827 208th Ave. SE
Sammamish, WA 98074-7033
Tel: (425) 858-7613 • Fax: (425) 858-7670

1 which included a claim for declaratory judgment that the City's application of its Ordinance was
2 constitutional and not in violation of the Religious Land Use and Institutionalized Persons Act
3 ("RLUIPA"), 42 U.S.C. § 2000cc *et seq* or other law.

4 G. WHEREAS, the Church Council of Great Seattle, ("CCGS") is an organization
5 that includes 419 member churches, including Bellevue churches St. Luke's Lutheran Church
6 and the Episcopal Church of the Resurrection, both of which have invited Tent City4 to their
7 properties for 90-day temporary homeless encampments after the conclusion of the encampment
8 at TBT. On December 20, 2005, CCGS moved to intervene in this action and filed a proposed
9 Complaint in Intervention seeking declaratory judgment that the City's Ordinance was invalid
10 under the U.S. and Washington State Constitutions and under RLUIPA. On January 9, 2006 the
11 Court granted CCGS's Motion for Leave to Intervene.

12 H. WHEREAS, the City, TBT, SHARE, and CCGS have agreed that settlement of
13 this matter is in the public interest and in the best interests of the parties and that entry of this
14 Consent Decree ("Decree") is the most appropriate means of resolving this matter.

15 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as
16 follows:

17 1. JURISDICTION

18 1.1 This Court has jurisdiction over the subject matter of this action pursuant to
19 28 U.S.C. § 1331.

20 2. BINDING EFFECT

21 2.1 The provisions of this Consent Decree shall apply to and be binding upon the
22 parties to this Decree, their officials, agents, officers, directors, employees, successors, and
23 assigns (collectively the "Parties"), except that in regard to CCGS, the provisions of this Decree
24 shall apply only to CCGS on its own behalf and not to its member churches, other than St.
25 Luke's Lutheran Church and Episcopal Church of the Resurrection. Changes in the
26

3
CONSENT DECREE
(No. C05-1921 JCC)

- 3 -

LAW OFFICES OF
CLIFFORD A. CANYON, P.C.
627 20th Ave. SE
Sammamish, WA 98074-7033
Tel: (425) 886-7813 • Fax: (425) 886-7870

1 organizational form or status of any party shall have no effect on its obligations under this
2 Decree.

3 3. RELIGIOUS ACCOMMODATION UNDER ORDINANCE NO. 5615

4 3.1 For purposes of resolving this dispute, the Parties agree that the Ordinance, as
5 enacted by the City based on its legislative record in combination with the interpretations in
6 Sections 3.2, 3.3 and 3.4 of this Decree, accommodates the free exercise of religion, does not
7 substantially burden the free exercise of religion, is a valid and enforceable exercise of the City's
8 police power and is facially valid under the United States Constitution, the Washington
9 Constitution, and under RLUIPA.

10 3.2 The Parties agree that the Director's findings that the TBT/SHARE application
11 substantially complied with the Ordinance in various respects or that the Ordinance did not
12 impose obligations as initially interpreted by TBT/SHARE, as set forth in Section IX, paragraphs
13 2-3, 6, 9-10, Section X, paragraph 4, Section XIII, Conditions 1, 4, 8, 10, 13, 15, 16, 17-18 of the
14 Director's Permit Decision (Appendix A, at pp. 15-22), shall serve as precedential interpretations
15 of substantial compliance with the Ordinance and shall be applied to all future Temporary
16 Encampment Permits in the City unless the Director finds that such interpretations are
17 substantially inconsistent and substantially incompatible with the proposed encampment site,
18 without prejudice to the right of future applicants to seek determinations that other or different
19 circumstances likewise substantially comply with the Ordinance.

20 3.3 The Parties agree that the following additional interpretations of the Ordinance,
21 including the agreement to grant specific hardship exemptions, are consistent with the
22 Ordinance, are necessary to accommodate the free exercise of religion, shall be immediately
23 applied to TBT and SHARE as conditions of the Permit pursuant to TBT and SHARE's appeal
24 of the Permit under the Land Use Petition Act, ch. 36.70C RCW, and shall be consistently
25 applied in all future Temporary Encampment Permits in the City:

26 3.3.1 Length of Stay, LUC 20.30U.125.A.4: Temporary homeless

4
CONSENT DECREE
(No. C05-1921 JCC)

- 4 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 200th Ave. SE
Burien, WA 98074-7033
Tel: (425) 868-7613 • Fax: (425) 868-7670

1 encampments may stay in one location for up to 90 days, whenever an Encampment Host,
2 Encampment Sponsor or Encampment Manager requests a hardship exemption based upon a
3 bona-fide and sincere statement by the religious leader or representative of the Host, Sponsor or
4 Manager that a 60 day limit would substantially burden the Host's, Sponsor's or Manager's free
5 exercise of religion by violating specified tenets of its religious belief related to sheltering the
6 homeless or assisting the poor. Based upon such a request by TBT and its Rabbi, and the
7 provisions of 3.4, the encampment at TBT may stay for up to 90 days.

8 3.3.2 Insurance Policy Requirement: LUC 20.30U.121.A.1. The Encampment
9 Host shall comply with this provision by providing to the City a certificate of insurance,
10 identifying the policy limits, and by making a copy of its full insurance policy available for the
11 City's inspection at the Host site.

12 3.3.3 Number of Showers, LUC 20.30U.125.A.11.d.ii. One hot water shower
13 shall be provided at the Encampment site unless a hardship exception is granted. A hardship
14 exception shall be granted when the actual cost to the Encampment Host, Encampment Manager
15 and/or Encampment Sponsor of providing electrical power and gray water disposal exceeds 1.5%
16 of the operating budget of the Encampment Host or Encampment Sponsor, or \$3,000 which ever
17 is less. If the City of Bellevue secures an additional portable shower, such second shower shall
18 be provided at the Encampment site when feasible to provide for gray water disposal, when
19 electrical capacity is feasible and where space is available at the Encampment site without
20 compromising the ability to house the allowed maximum number of encampment residents. The
21 City of Bellevue shall be responsible for transporting and storing such second shower when not
22 in use by the Encampment. The Encampment Manager shall have a sign-up sheet for resident use
23 of the on-site shower(s). The remaining number of showers required in LUC
24 20.30U.125.A.11.d.ii shall be satisfied as follows:

25 3.3.3.1. When one shower is provided on site and the encampment
26 exceeds 40 residents, or two showers are provided on site and the encampment exceeds 80

5
CONSENT DECREE
(No. C05-1921 JCC)

- 5 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel: (425) 888-7813 • Fax: (425) 888-7870

1 residents, the Encampment Host, Encampment Sponsor and/or Encampment Manager shall
2 provide bus tickets or other means of transportation to Encampment residents to other shower
3 facilities designated by the Director. The Director's decision on any future permit shall include
4 a designation of those available showers within reasonable proximity of the Encampment site
5 and available for Encampment resident use.

6 3.3.3.2 If the Director grants a hardship exception from the on-site
7 shower requirement, the Permit shall designate at least one shower facility available to
8 Encampment residents within Bellevue, and the Encampment Host, Encampment Sponsor and/or
9 Encampment Manager shall provide bus tickets or other means of transportation to Encampment
10 residents to other shower facilities.

11 3.3.4 Number of Toilets, LUC 20.30U.125.A.11.e.i(A): The provision of toilets
12 in the encampment shall comply with the requirements of LUC 20.30U.125.A.11.e.i(A),
13 provided that 1) the City of Bellevue shall identify and secure a funding source for the
14 professional cleaning at least 3 times per week of each toilet required over four toilets; 2) more
15 than 5 toilets shall only be required where space is available at the Encampment site without
16 compromising the ability to house the allowed maximum number of encampment residents.

17 3.3.5 Refrigeration, LUC 20.30U.125.A.11.f.v: The use of ice chests complies
18 with the requirements of LUC 20.30U.125.A.11.f.v provided the following conditions are met:
19 (1) ice chests are maintained at a temperature of 45 degrees or less and thermometers are placed
20 in all ice chests and read below 45 degrees; (2) ice for ice chests is replenished daily (when
21 necessary to maintain temperature), (3) ice chests are in working order and fitted with tightly
22 fitting lids; (4) ice chests are cleaned at least weekly with a bleach solution and thoroughly rinsed
23 prior to re-use; 5) shared meals for the majority of residents are not prepared on-site; (6) the
24 Encampment Manager, Encampment Host and/or Encampment Sponsor shall promptly comply
25 with any suggestion, correction notice or other direction provided by the Department of Public
26 Health - Seattle & King County regarding food preparation and storage on site.

CONSENT DECREE
(No. C05-1921 JCC)

- 6 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel (425) 868-7813 • Fax: (425) 868-7870

1 3.3.6 Water Supply and Adjacency; Hot Water, LUC 20.30U.125.A.11.a.i and
2 20.30U.125.A.11.f.iii: The City agrees that the requirement for at least one hot water handwash
3 sink to be located adjacent to food preparation facilities is met so long as: i) the hot water sink is
4 located as near to the food preparation area as the site will reasonably allow; or ii) if the hot
5 water sink is located farther than 100 feet, then a cold water sink shall be located within 100 feet
6 of the food preparation facilities. If a shower, which is the source of hot water, cannot be located
7 on site per Section 3.3.3 above, then no hot water sink shall be required, and then a cold water
8 sink shall be located within 100 feet of the food preparation facilities.

9 3.4 TBT, SHARE and CCGS will not host, sponsor or manage a temporary homeless
10 encampment in Bellevue:

11 (i) between May 16, 2006 and May 15, 2007, provided that a Bellevue religious
12 institution hosts Tent City4 on its property for a 90-day temporary homeless encampment during
13 the period February 14, 2006 through May 16, 2006, or

14 (ii) between February 14, 2006 through February 13, 2007, should no Bellevue religious
15 institution host Tent City4 during the period February 14, 2006 through May 16, 2006.

16 TBT, SHARE and CCGS will not host, sponsor or manage more than one temporary
17 homeless encampment in Bellevue between the period beginning May 16, 2007 (or February 14,
18 2007, under the condition described in (ii) above) and December 31, 2007. Thereafter, TBT,
19 SHARE and CCGS will not host, sponsor or manage more than one temporary homeless
20 encampment in Bellevue each calendar year. When an encampment starts in one calendar year
21 and ends in the following calendar year, such encampment shall be deemed to have occurred in
22 the calendar year during which the greater number of days fall.

23 There will be a minimum 180-day gap (counting from the last day of one encampment to
24 the first day of the next encampment) between temporary homeless encampments in Bellevue
25 hosted, sponsored or managed by TBT, SHARE or CCGS. Any CCGS member church that
26 hosts, sponsors or manages a temporary homeless encampment in Bellevue shall, for purposes of

7
CONSENT DECREE
(No. C05-1921 JCC)

- 7 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7053
Tel: (425) 868-7813 • Fax: (425) 868-7870

1 this paragraph, be considered a temporary homeless encampment sponsored or managed by
2 SHARE.

3 4. EFFECT OF CONSENT DECREE

4 4.1 The Parties reserve all legal and equitable remedies available to enforce the
5 provisions of this Consent Decree and all applicable law in the future.

6 4.2 This Consent Decree is intended to be and shall constitute the exclusive remedy, a
7 full and complete settlement, and a final resolution of all claims, rights, demands, and causes of
8 action as set forth in the pleadings in the Federal Court Action and State Court Action.

9 4.3 Neither TBT, SHARE, nor CCGS, their officials, agents, officers, directors,
10 employees, successors, or assigns, shall file or intervene in any lawsuit against the City
11 challenging the Ordinance on any issues that have been raised in the LUPA Appeal or Complaint
12 in Intervention or that could have been alleged prior to the date of entry of this Decree; except
13 that in regard to CCGS, the forgoing shall apply only to CCGS on its own behalf and not to its
14 member churches, other than St. Luke's Lutheran Church and Episcopal Church of the
15 Resurrection.

16 4.4 This Consent Decree is determined to be in the public interest and an appropriate
17 resolution of the allegations in the Federal Court Action and State Court Action. The parties
18 stipulate and request that the Court enter final judgment dismissing the above-captioned case (the
19 Federal Court Action) with prejudice, subject to survival of all terms of this Consent Decree.
20 Each party shall bear its own costs and fees.

21 4.5 The interpretations in this Decree shall be applied to the subject Permit and to all
22 future temporary encampment permits.

23 4.6 This Consent Decree shall expire on the tenth anniversary of the date that it is
24 entered by this Court.

25
26
CONSENT DECREE
(No. C05-1921 JCC)

1 5. RETENTION OF JURISDICTION

2 5.1 Without affecting the finality of the judgment requested herein, this Court shall
3 retain jurisdiction to enforce the terms of this Consent Decree until expiration and to resolve any
4 disputes arising under the Decree.

5 5.2 Nothing in this Decree shall be construed to limit any party's right to seek
6 immediate relief from the Court if that party believes such relief is warranted.

7 6. MODIFICATION

8 6.1 This Consent Decree may be modified only upon the written consent of the
9 parties and the approval of the Court.

10 7. EFFECTIVE DATE

11 7.1 This Consent Decree shall take effect on the date it is entered by the Court.

12 8. DISPUTE RESOLUTION

13 8.1 In the event of any dispute regarding implementation of or compliance with this
14 Decree the Parties shall first attempt to informally resolve the dispute through a meeting between
15 the Parties. Any Party may initiate dispute resolution by serving written notice of a request for
16 dispute resolution. If no resolution is reached within 20 days from the date that notice of the
17 dispute is served, the Parties may resolve the dispute by filing motions with the Court.

18 9. MISCELLANEOUS PROVISIONS

19 9.1 The undersigned representative of each Party to this Consent Decree certifies that
20 he or she is fully authorized by the Party he or she represents to enter into the terms and
21 conditions of this Consent Decree and to legally execute and bind such Parties to this Consent
22 Decree.

23 9.2 If for any reason the Court should decline to approve this Decree in the form
24 presented, this Decree and the settlement embodied herein shall be voidable at the sole discretion
25 of any Party. The Parties agree to continue negotiations in good faith in an attempt to cure any
26 objection raised by the Court to the entry of this Decree.

9
CONSENT DECREE
(No. C05-1921 JCC)

- 9 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel: (425) 868-7813 • Fax: (425) 868-7870

1 WE HEREBY CONSENT TO THE ENTRY OF THIS DECREE.

2 TEMPLE B'NAI TORAH

3 By: [Signature] 1/23 2006
4 Its: President Date

5 SHARE

6 By: [Signature] 1/23 2006
7 Its: Board member Date

8 CHURCH COUNCIL OF GREATER SEATTLE

9 By: _____ 2006
10 Its: _____ Date

11 CITY OF BELLEVUE

12 By: _____ 2006
13 Its: _____ Date

14 IT IS SO ORDERED.

15 Dated this _____ day of _____, 2006.

16 THE HONORABLE JOHN C. COUGHENOUR
17 UNITED STATES DISTRICT JUDGE

18 CONSENT DECREE
19 (No. C05-1921 JCC)

20 -10-

21 LAW OFFICES OF
22 CLIFFORD A. CANNON, P.C.
23 627 20th Ave. SE
24 Burien, WA 98148-7032
25 Tel: (206) 868-7812 • Fax: (206) 868-7870
26

1 WE HEREBY CONSENT TO THE ENTRY OF THIS DECREE.

2 TEMPLE B'NAI TORAH

3
4 By: _____, 2006
5 Its: _____ Date

6 SHARE

7
8 By: _____, 2006
9 Its: _____ Date

10 CHURCH COUNCIL OF GREATER SEATTLE

11
12 By: John W. Brown 1-24-06, 2006
13 Its: Executive Director Date

14 CITY OF BELLEVUE:

15
16 By: _____, 2006
17 Its: _____ Date

18 IT IS SO ORDERED.

19 Dated this _____ day of _____, 2006.

20
21
22 THE HONORABLE JOHN C. COUGHENOUR
23 UNITED STATES DISTRICT JUDGE
24
25
26

CONSENT DECREE
(No. 003-1921 JCC)

- 10 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 20th Ave, SE
Birmingham, AL 35204-7000
Tel 205 988-7242 • Fax 205 988-7870

1 WE HEREBY CONSENT TO THE ENTRY OF THIS DECREE.

2 TEMPLE B'NAI TORAH

3
4 By: _____, 2006
5 Its: _____ Date

6 SHARE

7
8 By: _____, 2006
9 Its: _____ Date

10 CHURCH COUNCIL OF GREATER SEATTLE

11
12 By: _____, 2006
13 Its: _____ Date

14 CITY OF BELLEVUE:

15
16 By: [Signature], 2006
17 Its: City Manager Date January 24

18 IT IS SO ORDERED.

19 Dated this 27 day of Jan, 2006.

20
21 [Signature]
22 THE HONORABLE JOHN C. COUGHENOUR
23 UNITED STATES DISTRICT JUDGE
24
25
26

CONSENT DECREE
(No. C05-1921 JCC)

- 10 -

LAW OFFICE OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sumner, WA 98074-7033
Tel: (425) 886-7813 • Fax: (425) 880-7876

1 Presented by:

2 s/ Charles R. Wolfe

3 WSBA # 14585

4 1420 Fifth Ave., Suite 2200

5 Seattle, WA 98101-1346

6 Tel: (206) 274-5145

7 Fax: (206) 224-2880

8 cwolfe@crwolfelaw.com

9 s/ Clifford A. Cantor

10 WSBA # 17893

11 LAW OFFICES OF CLIFFORD A. CANTOR, P.C.

12 627 208th Ave. SE

13 Sammamish, WA 98074-7033

14 Tel: (425) 868-7813

15 Fax: (425) 868-7870

16 cacantor@comcast.net

17 Attorneys for Plaintiff Temple B'nai Torah

18 s/ Theodore P. Hunter

19 WSBA # 8453

20 101 Yesler Way, Suite 607

21 Seattle, WA 98104

22 Tel: (206) 628-0700

23 Fax: (206) 628-0514

24 tph@driscoll-hunter.com

25 Attorney for Plaintiff SHARE

26 WSBA # 13194

27 RAFAEL MANVILLE PLLC

28 999 3rd Avenue, Suite 1600

29 Seattle, WA 98104

30 Tel: (206) 838-2660

31 Fax: (206) 838-2661

32 arafel@rafelmanville.com

33 Attorneys for Plaintiff-in-Intervention Church Council of Greater Seattle

34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

1 Presented by:

2
3 Charles R. Wolfe, WSBA # 14585
4 1420 Fifth Ave., Suite 2200
5 Seattle, WA 98101-1346
6 Tel: (206) 274-5145
7 Fax: (206) 224-2880
8 cw Wolfe@crwolfelaw.com

9 Clifford A. Cantor, WSBA # 17893
10 LAW OFFICES OF CLIFFORD A. CANTOR, P.C.
11 627 208th Ave. SE
12 Sammamish, WA 98074-7033
13 Tel: (425) 868-7813
14 Fax: (425) 868-7870
15 ccantor@comcast.net

16 Attorneys for Plaintiff Temple B'nai Torah

17 Ted Hunter, WSBA # 8453
18 101 Yesler Way, Suite 607
19 Seattle, WA 98104
20 Tel: (206) 628-0700
21 Fax: (206) 628-0514
22 trh@driscoll-hunter.com
23 Attorney for Plaintiff SHARE

24 RAFAEL MANVILLE PLLC

25 By: 
26 Anthony L. Rafael, WSBA #13194
999 3rd Avenue, Suite 1600
Seattle, WA 98104
Tel: (206) 838-2660
Fax: (206) 838-2661
arafel@rafaelmanville.com

Attorneys for Plaintiff in Intervention Church Council of Greater Seattle

14
15
16
17
18
19
20
21
22
23
24
25
26
CONSENT DECREE
(No. C05-1921 JCC)

- 11 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel: (425) 868-7813 • Fax: (425) 868-7870

1 s/ Matthew J. Segal
2 WSBA # 29797
3 Stephen A. Smith, WSBA # 08039
4 Michael K. Ryan, WSBA # 32091
5 PRESTON GATES & ELLIS LLP
6 925 4th Avenue, Suite 2900
7 Seattle, WA 98104
8 Tel: (206)623-7580
9 Fax: (206)623-7022
10 matthews@prestongates.com
11
12 Attorneys for Defendant City of Bellevue
13
14
15
16
17
18
19
20
21
22
23
24
25
26

15
16
17
18
19
20
21
22
23
24
25
26
CONSENT DECREE
(No. C05-1921 JCC)

- 12 -

LAW OFFICES OF
CLIFFORD A. CANTOR, P.C.
827 208th Ave. SE
Sammamish, WA 98074-7093
Tel: (425) 888-7813 • Fax: (425) 888-7870

ATTACHMENT B
(Comparison of Chapter 20.30U LUC and the Consent Decree)

TEMPORARY ENCAMPMENT REGULATIONS

Consent Decree Interpretations/Applications of LUC 20.30U

Citation to Regulatory Provisions	LUC 20.30U	Consent Decree	LUCA (11/18 packet Attachment C)
Liability and Management Agreements LUC 20.30U.121.A.2 CD Sec. 3.3.2	1. Description of all liability liability/management agreements and insurance policies held by or entered into between the Encampment Host, Encampment Sponsor or Encampment Manager 2. Copies of agreements/policies	1. Certificate of insurance with policy limits identified 2. Full policy available on-site for inspection	Comment A2
Transportation Plan LUC 20.30U.121.A.4 LUC 20.30U.125.A.6 CD Sec. 3.2	1. Site within ½ mile of public transportation 2. Transportation available for rejected/ejected residents during hours when public transportation is not available.	Bus schedules, phone numbers for emergency drivers and taxis and location of nearest 24-hour transit center to which rejected/ejected persons will be transported are posted at the encampment security tent.	Comment A8
Length of Stay LUC 20.30U.125.A.4 CD Sec. 3.3.1	60 days maximum with 2 additional days if last day falls on a Friday	90 days maximum granted through hardship exemption based on a bona-fide statement of faith	Comment A6 (modified) ¹
Location Frequency LUC 20.30U.125.A.5 CD Sec. 3.4	Not more than once every 18 months at the same site.	In addition to the LUC requirement: 1. General encampment frequency is one per calendar year 2. Minimum 180-day gap between end of one encampment and beginning of another.	Comment A7 (modified)
Resident ID Check LUC 20.30U.125.A.10 CD Sec. 3.2	1. Reasonable and lawful steps to obtain verifiable ID	Management for Encampment Host shall maintain an overnight resident log.	Comment A9

¹ Draft LUCA modifies the Consent Decree provisions related to duration and frequency.

	2. Overnight resident log retained by Encampment Host or other 3 rd party approved by the Director.		
Water Supply LUC 20.30U.125.A.11.a CD Sec. 3.2, 3.3.6	- Hot and cold water available for drinking, cooking and bathing purposes and located adjacent to food preparation, toilet and bathing facilities. - Use of common container prohibited. - Non-potable water labeled.	- Hot water sinks located as close to food preparation areas as reasonably possible; cold water will suffice if hot water sink is >100 ft away from food preparation facilities, as long as cold water sink is located within 100 ft of food preparation facilities. - Coffee carafes and common water distribution containers allowed subject to sanitation requirements	Comment A10
Hand Washing and Bathing LUC 20.30U.125.A.11.d CD Sec. 3.2, 3.3.3-3.3.3.2	- Sinks: 1:15 people, 2 adjacent to toilet, 1 next to food prep area and cleaned daily. - Hot water showerhead: 1:40 people, shower must have floor drains, cleaned daily. - Waste containers: cleanable and nonabsorbent. - Bathing and hand washing facilities cleaned at least daily.	1 sink: 25 people; 2 sinks by toilets and served by cold water and hand sanitizer. Hand sanitizer available in kitchen. 1 hot water shower per encampment site. If shower ratio is greater than 1:40, designation of available showers within reasonable proximity; transportation to off-site showers	Comment A13
Toilets LUC 20.30U.125.A.11.e CD Sec. 3.2, 3.3.4	1:15 toilets per person - Cleaned daily - Window for ventilation at each toilet facility. - Mesh screening for all toilet openings to outside.	1 toilet: 25 people - Daily cleaning of litter, wipe down and general inspection with professional cleaning 3x/wk.	Comment A15
Cooking and Food Handling LUC 20.30U.125.A.11.f. CD Sec. 3.3.5	- Common areas: enclosed and separate from sleeping areas. - Sink with hot and cold potable water - Nonabsorbent food prep area - Mechanical refrigeration	Ice chests will suffice in lieu of mechanical refrigeration if hardship requested and maintained at temperature of 45 degrees or less, with additional conditions	Comment A16

Refuse Disposal LUC 20.30U.125.A.11.h CD Sec. 3.2	1. Comply with sanitation codes 2. Prevent rodent harborage 3. Storage in secure, impervious and cleanable containers 4. Provide stand for refuse 5. Locate 100 feet from tent areas 6. Empty regularly	1. Onsite trash cans with snap tight lids, lined with trash bags that are removed and replaced with each emptying at least once daily. 2. Trash cans themselves are emptied into a dumpster that is emptied at least twice weekly. 3. Trash containers located adjacent to food area and within 100 feet of any sleeping tent.	Comment A18
Disease Prevention and Control LUC 20.30U.125.A.11.j. CD Sec. 3.2	1. Report to Seattle & King County Health certain known or suspected communicable diseases 2. Report following immediately to Seattle & King County Health: ▪ Suspected food poisoning ▪ Unusual prevalence of fever, diarrhea, sore throat, vomiting or jaundice ▪ Productive cough or weight loss is prominent among residents 3. Individual with communicable disease cannot prepare or serve food.	1. Compliance with reporting requirements applicable to schools and child care facilities in WAC 246-101-415 and 420 2. Report incidents of suspected food poisoning, unusual prevalence of fever, diarrhea, sore throat, vomiting, or jaundice; or productive cough or weight loss among residents to Seattle & King County public health	Comment A19

ATTACHMENT C
(Public Hearing Draft LUCA – Annotated Version)

Part 20.30U Temporary Encampment Permit

20.30U.110 Scope.

This part establishes the exclusive procedure and criteria that the City will use in making a decision upon an application to permit a Temporary Encampment.

20.30U.115 Applicability.

This Part 20.30U applies to each application for a Temporary Encampment Permit and each Temporary Encampment use within the City, except as otherwise provided in this Part 20.30U.131(B) for Temporary Encampment uses pursuant to an Extended Temporary Encampment Permit. ~~The requirements of this part shall be imposed at the initiation of any Temporary Encampment use, and upon any addition or modification to a Temporary Encampment use.~~

Commented [A1]: Streamlined permitting item – modify language for consistency with streamlined permitting process.

20.30U.120 Who may apply.

Temporary Encampments shall not be permitted within the City except as an accommodation of religious exercise by an Encampment Host, Encampment Sponsor, or Encampment Manager. Each Encampment Host, Encampment Manager and Encampment Sponsor of a Temporary Encampment shall jointly apply for a permit under this Part 20.30U, and shall jointly certify compliance with all applicable use requirements and conditions of this part in the application.

20.30U.121 Submittal requirements.

- A. Prior to or upon filing their application for a Temporary Encampment Permit, the Encampment Host, Encampment Sponsor and Encampment Manager shall prepare an Encampment Management Responsibility Plan, which shall be included with their permit application. An application that does not contain an Encampment Management Responsibility Plan shall not be considered complete. The Encampment Management Responsibility Plan shall include the following:
1. A description of the security measures that the Encampment Host, Encampment Sponsor and Encampment Manager intend to employ at the Encampment site, including criteria for rejection as a resident, a code of conduct, neighborhood security patrols, if any, whether and how they will implement outstanding warrant or registered sex offender background checks, and whether and how any Temporary Encampment residents or prospective residents may be ejected from the Temporary Encampment based on the results of such checks.
 2. A certificate of insurance identifying description of any applicable ~~liability and management agreements, obligations, or~~ policies of insurance, including policy limits, held by ~~or entered between~~ the Encampment Host, Encampment Sponsor, or Encampment Manager, as well as Full copies of any such ~~agreements, obligations or~~ policies shall be available for the City's inspection at the Encampment Host site.
 3. A description of any requested exemptions sought pursuant to LUC 20.30U.125(A)(8)(a), 20.30U.125(A)(11)(k), or 20.30U.127, and a description of the manner in which the proposed exemptions satisfy the criteria of the exemption provision and this part.

Commented [A2]: See Consent Decree Section 3.3.2.

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

4. A transportation plan demonstrating compliance with LUC 20.30U.125(A)(6).
5. A proposed site plan.
6. A street address which, for the duration of the Temporary Encampment, shall be considered the permanent and fixed address of each individual while residing at the Temporary Encampment.

20.30U.122 Applicable procedures.

A Temporary Encampment Permit is a Process V decision. In addition to the requirements for Process V in Part 20.35 LUC, the following additional procedures apply:

A. Public Meeting Required.

The Director shall hold an informational public meeting. The meeting shall comply with the requirements of LUC 20.35.525. Prior to the public meeting, the Encampment Host shall meet and confer with the Bellevue Police Department regarding the proposed security measures. At the public meeting, a representative of the Encampment Host shall present in writing and describe the proposed Encampment Management Responsibility Plan, and any input or comment received on the plan, including any comment or input from the Bellevue Police Department, or comment or input from schools and/or child care services under subsection B of this section. The public meeting shall be attended by all applicants of the proposed Temporary Encampment Permit.

B. Additional Mailed Notice.

The requirements for mailed notice of the application set forth in LUC 20.35.510 shall be expanded to include owners of real property within 600 feet of the project site. Prior to the decision of the Director on a Temporary Encampment Permit, the Encampment Host, Encampment Sponsor, or Encampment Manager shall meet and confer with the administration of any public or private elementary, middle, junior high or high school within 600 feet of the boundaries of the proposed Temporary Encampment site, and shall meet and confer with the operators of any known child care service within 600 feet of the boundaries of the proposed Temporary Encampment site. The Encampment Host and the school administration and/or child care service operator shall make a good faith effort to agree upon any additional conditions that may be appropriate or necessary to address school and/or child care concerns regarding the location of a Temporary Encampment within 600 feet of such a facility. Any such conditions agreed upon between the parties shall be submitted to the Director for consideration for inclusion within the Temporary Encampment Permit. In the event the parties fail to agree on any conditions, either party may provide the Director with a written summary of the parties' discussions, which the Director may consider in evaluating whether the criteria for the Temporary Encampment Permit are met, or the need for additional conditions upon the Temporary Encampment Permit based on the applicable decision criteria.

C. Signed Notice.

The applicant shall provide notice of the application by posting two signs or placards on the site or in a location immediately adjacent to the site that provides visibility to motorists using adjacent streets.

Commented [A3]: Added heading

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

The Director shall establish standards for size, color, layout, design, wording, placement, and timing of installation and removal of the signs or placards.

D. Post-Issuance Informational Public Meeting.

Commented [A4]: Neighborhood Engagement item

Within a reasonable time of no longer than 14 days following a request from the Director, the Encampment Host shall address operational concerns raised about a permitted Temporary Encampment. The Director may require a post-issuance informational public meeting between the Encampment Host and members of the public if operational concerns related to health and safety are not timely resolved.

20.30U.125 Use requirements.

A. The following requirements apply to each Temporary Encampment:

1. The Encampment Host, Encampment Sponsor, and Encampment Manager must demonstrate that the proposed use meets the definition of a Temporary Encampment, as set out in LUC 20.50.048.
2. The Encampment Host, Encampment Sponsor, and Encampment Manager shall ensure enforcement of a Code of Conduct at the Temporary Encampment site. The Code of Conduct shall be in substantially the following form or address the following issues:
 - a. Possession or use of illegal drugs is not permitted.
 - b. No alcohol is permitted.
 - c. No weapons are permitted.
 - d. All knives over three and one-half inches must be turned in to the Encampment Manager for safekeeping.
 - e. No violence is permitted.
 - f. No open flames are permitted.
 - g. No trespassing into private property in the surrounding neighborhood is permitted.
 - h. No loitering in the surrounding neighborhood is permitted.
 - i. No littering on the Temporary Encampment site or in the surrounding neighborhood is permitted.

~~j. A trash patrol in the surrounding neighborhood is required every other day.~~

Commented [A5]: Removed per Neighborhood Engagement item

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

Nothing within this section shall prohibit the Encampment Host, Encampment Sponsor or Encampment Manager from imposing and enforcing additional Code of Conduct conditions not otherwise inconsistent with this section.

3. The maximum number of residents at a Temporary Encampment site shall be determined taking into consideration site conditions, but shall in no case be greater than 100 at any one time. Any proposed site shall be of sufficient size to support the activities of the Temporary Encampment without the overcrowding of residents or any intrusion into required setbacks. In determining the maximum occupancy of a Temporary Encampment, the Director shall consider the square footage of the Encampment Site; the number of proposed Temporary Enclosures; the number of required or proposed bathing, food handling, hand washing, laundry, and toilet facilities; required setbacks; and the ongoing use of the site by the Encampment Host. The City shall impose a condition on the Temporary Encampment Permit for the Encampment limiting the number of residents or occupants to the number determined pursuant to this subsection. Any increase in the number of residents or occupants beyond that applied for by the applicants and included in the Temporary Encampment Permit shall require a revision to the Temporary Encampment Permit, which shall be processed as a new application.
4. The duration of a Temporary Encampment at any specific location shall not exceed ~~60~~¹²⁰ days at any one time; ~~provided, that in the event the final day of this period falls upon a Friday, up to an additional two days shall be allowed to dismantle and remove the Temporary Encampment as necessary.~~
5. ~~There shall be a minimum 12-month gap between any Temporary Encampments in the City. This minimum gap requirement shall be counted from the last day of one Temporary Encampment to the first day of the next Temporary Encampment within the City. A Temporary Encampment may be located at the same site no more than once every 18 months.~~
6. A Temporary Encampment shall be within one-half mile of a public transportation stop, or the Encampment Sponsor, Encampment Host or Encampment Manager shall otherwise demonstrate the ability for Temporary Encampment occupants to obtain access to the nearest public transportation stop ~~through van or car pools provided by the Encampment Host, Encampment Sponsor, or Encampment Manager.~~ During hours when public transportation is not available, the Encampment Sponsor, Encampment Host, or Encampment Manager shall also make transportation available to anyone who is rejected from or ordered to leave the Temporary Encampment. ~~Bus schedules, phone numbers for emergency drivers and taxis and the location of the nearest twenty-four hour transit center to which rejected persons will be transported when buses are not available shall be posted in a prominent location for Encampment residents.~~
7. On-site parking spaces of the Encampment Host shall not be displaced unless the required minimum parking remains available for the Encampment Host's use, as set forth in LUC 20.20.590. The Host may provide shared parking pursuant to LUC 20.20.590.I, or off-site parking pursuant to LUC 20.20.590.J, to satisfy minimum parking requirements.
8. The perimeter of a Temporary Encampment must be buffered from surrounding properties as follows:

Commented [A6]: Frequency/Duration Item

Consent Decree 3.3.1 provides for 90 days

Commented [A7]: Frequency/Duration Item.

Consolidate site specific requirement in LUC 20.30U (Maximum 1 deployment every 18 months per site) and Consent Decree 3.4 (Maximum 1 deployment each calendar year with minimum 6-month gap city-wide)

Commented [A8]: Aligns with operations under Consent Decree Sec. 3.2
(Note: This section has been corrected since Initial LUCA Drafts dated 9/23 and 10/14/19.)

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

- a. The Temporary Encampment, as measured from the Temporary Encampment perimeter, shall meet the minimum setback requirements applicable to the Encampment Host in the underlying land use district; provided, that no Temporary Encampment setback shall be less than 20 feet; and provided further, that the Encampment Host, Encampment Sponsor, or Encampment Manager may petition the Director for a reduction of setback requirements applicable to the Encampment Host in the underlying land use district to no less than 20 feet. In considering whether a reduction should be granted, the Director may consider whether the minimum setback requirements applicable to the Encampment Host in the underlying land use district, if applied to the Temporary Encampment, would substantially burden the siting or hosting of a Temporary Encampment at a particular location or by a particular Encampment Host, Encampment Sponsor, or Encampment Manager and may consider the effects on health and safety of residents and the community should the reduction be granted.
 - b. The Temporary Encampment shall be surrounded by a view-obscuring fence or equivalent solid structure, which in no event shall be less than six feet high. The perimeter surrounding the Temporary Encampment shall have a single designated point for ingress or egress, consistent with applicable fire and other safety regulations.
9. The Encampment Host, Encampment Sponsor and Encampment Manager shall not permit children under the age of 18 to stay overnight in a Temporary Encampment, unless circumstances prevent a more suitable overnight accommodation for the child and parent or guardian. If a child under the age of 18, either alone or accompanied by a parent or guardian, attempts to stay overnight, the Encampment Host, Encampment Sponsor or Encampment Manager shall endeavor to find alternative shelter for the child and any accompanying parent or guardian.
10. The Encampment Host, Encampment Sponsor or Encampment Manager shall take all reasonable and lawful steps to obtain verifiable identification, such as a valid driver's license, government-issued identification card, military identification card, or passport, from all prospective and current residents of a Temporary Encampment. The Encampment Host, ~~or a third party approved by the Director,~~ shall retain a log of all overnight residents of the Temporary Encampment, including names and dates.
11. The Encampment Host, Encampment Sponsor or Encampment Manager shall assure compliance with the following health and safety regulations. References to the application of local ordinances and regulations shall include the codes and regulations of King County and the City of Bellevue. All references are to regulations, ordinances and codes now or as hereafter amended:
- a. Water Supply. The Encampment Host, Encampment Manager or Encampment Sponsor must:
 - i. Provide at least one hot water handwash sink as near to the food preparation facilities as the site will reasonably allow. If the hot water sink is located further than 100 feet from the food preparation facilities or is not otherwise located on site, then a cold-water sink shall be located within 100 feet of the food preparation facilities.

Commented [A9]: Aligns with operations under Consent Decree Sec. 3.2

Commented [A10]: Aligns with operations under Consent Decree Sec. 3.2, 3.3.6

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

~~i. Provide access to hot and cold water for drinking, cooking, and bathing purposes. The Temporary Encampment water supply must be adequate to meet the needs of all residents of the Temporary Encampment, and must be located in a manner that provides access to water adjacent to food preparation, toilet and bathing facilities.~~

- ii. Prohibit the use of common drinking cups or containers from which water is dipped or poured, except for water and coffee containers and carafes that are filled with only potable water sources and washed once weekly with bleach and hot water.
 - iii. Ensure any containers used for non-potable water are labeled as such. When water is unsafe for drinking purposes and accessible to residents, post a sign by the source reading, "DO NOT DRINK. DO NOT USE FOR WASHING. DO NOT USE FOR PREPARING FOOD."
- b. Sewage and Wastewater Disposal. The Encampment Host, Encampment Manager and Encampment Sponsor must p:

Commented [A11]: Re-insert language erroneously deleted from Initial Draft LUCA dated 9/23/2019; amend per operations under Consent Decree 3.2.

~~i. Provide for sewage and wastewater disposal in accordance with the codes and regulations of local health jurisdictions.~~

~~ii. Assure that all portable toilets comply with King County Code Section 8.20.~~

Commented [A12]: Eliminate reference to code section that has been repealed.

- c. Electricity and Lighting. The Encampment Host, Encampment Manager or Encampment Sponsor must ensure that all electrical wiring, fixtures and electrical equipment must comply with the electrical standards of the Department of Labor and Industries regulations, Chapter 19.28 RCW, and local ordinances, and be maintained in a safe condition.
- d. Hand Washing and Bathing. An Encampment Host, Encampment Manager or Encampment Sponsor must:

Commented [A13]: Aligns with operations under Consent Decree Sections 3.2, 3.3.3 - 3.3.3.2.

- i. Provide one hand wash sink for every 25-45 persons. At least two hand wash sinks must be adjacent to toilets, and at least one hand wash sink must be adjacent to food preparation facilities. ~~o~~ Other hand wash sinks may be located throughout the Temporary Encampment site for general use.
- ii. Provide one hot water showerhead on the Temporary Encampment site; provided, however, that if the ratio of hot showers is greater than 1 for every 40 persons, the Director's permit decision shall include designation of off-site shower facilities for use by Temporary Encampment residents within a reasonable proximity from the Temporary Encampment site and the Encampment Host, Encampment Sponsor and/or Encampment Manager shall provide a means of transportation to the designated facilities.
- iii. ~~Provide all showers, baths, or shower rooms with floor drains to remove wastewater.~~

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

~~iiiv.~~ Provide cleanable, nonabsorbent waste containers.

~~iiiv. v.~~— Maintain bathing and hand washing facilities in a clean and sanitary condition, cleaned at least daily.

~~vi.~~— Make showers and bathing facilities available when needed.

Commented [A14]: Re-insert language erroneously deleted from Initial Draft LUCA dated 9/23/2019.

e. Toilets. The Encampment Host, Encampment Manager or Encampment Sponsor must ~~meet the following requirements:~~

Commented [A15]: Aligns with operations under Consent Decree Section 3.2, 3.3.4.

i. Provide the following toilet facilities:

(A) One toilet, including portable toilets, for every ~~25~~⁴⁵ persons;

(B) Hand washing sinks adjacent to toilets, as provided in subsection A.11.d of this section; ~~and;~~

~~(C) For each toilet facility, either a window of at least six square feet opening directly to the outside or satisfactory ventilation; and~~

~~(D) For each toilet facility, all outside openings screened with 16-mesh material.~~

ii. Maintain toilets in a clean and sanitary condition, ~~cleaned at least daily.~~

f. Cooking and Food Handling. In common food-handling areas, the Encampment Host, Encampment Manager or Encampment Sponsor must provide:

Commented [A16]: See Consent Decree Section 3.3.5.

i. An enclosure, adequate in size, separate from any sleeping quarters;

ii. No direct openings to living or sleeping areas from the common food-handling area;

~~iii.~~— Sinks with hot and cold running potable water, as provided in subsection A.11.d of this section;

~~iiiv.~~ Nonabsorbent, easily cleanable food preparation counters situated off the floor;

Commented [A17]: Re-insert language erroneously deleted from Initial Draft LUCA dated 9/23/2019; maintain deletion re: water supply, which is addressed elsewhere

~~iv.~~ When perishable food will be in place, mechanical refrigeration conveniently located and able to maintain a temperature of 45 degrees Fahrenheit or below. If mechanical refrigeration is not reasonably available, then the use of ice chests complies with this requirement provided the ice chests are maintained at a temperature of 45 degrees or less, ice for ice chests is replenished when necessary to maintain temperature, ice chests are in working order and fitted with tight fitting lids, ice chests are cleaned at least weekly with a bleach solution and thoroughly rinsed prior to re-use, shared meals for the majority of residents are not prepared on-site, and the Encampment Host, Encampment Sponsor and/or Encampment Manager shall promptly comply with any correction notice or direction by King County Department of Health or other agency with jurisdiction regarding food preparation and storage on site.

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

g. Maintenance of Bedding. The Encampment Host, Encampment Manager or Encampment Sponsor must maintain bedding, if provided by the Encampment Host, Encampment Manager or Encampment Sponsor, in a clean and sanitary condition.

h. Refuse Disposal. The Encampment Host, Encampment Manager or Encampment Sponsor must:

i. Comply with local sanitation codes for removing and disposing of refuse from housing areas.

~~ii. Protect against rodent harborage, insect breeding, and other health hazards while storing, collecting, transporting, and disposing of refuse.~~

~~iii. Store refuse in on-site trash cans with snap tight lids that are lined with trash bags that are removed and replaced daily, fly-tight, rodent-tight, impervious, and cleanable or single-use containers.~~

~~iiiv. Keep refuse containers clean.~~

~~ivv. Provide a refuse container adjacent to food preparation area and on a wooden, metal, or concrete stand within 100 feet of each dwelling unit.~~

~~ivi. Empty refuse containers at least twice each week, and when full.~~

i. Insect and Rodent Control. The Encampment Host, Encampment Manager or Encampment Sponsor must take effective measures to prevent and control insect and rodent infestation.

j. Disease Prevention and Control. The Encampment Host, Encampment Manager or Encampment Sponsor must:

~~i. Report immediately to Seattle and King County Public Health the name and address of any occupant known to have or suspected of having a communicable disease, as now or hereafter designated by Seattle and King County Public Health.~~

ii. Report immediately to Seattle and King County Public Health:

(A) Suspected food poisoning;

(B) Unusual prevalence of fever, diarrhea, sore throat, vomiting, or jaundice; or

(C) Productive cough, or when weight loss is a prominent symptom among occupants.

iii. ~~Comply with reporting requirements applicable to schools and child care facilities in WAC 246-101-415 and 420 as now or hereafter amended. Prohibit any individual with a communicable disease, as now or hereafter designated by Seattle and King County Public Health, from preparing, cooking, serving, or handling food, foodstuffs, or materials in dining halls.~~

Commented [A18]: Aligns with operations under Consent Decree Section 3.2.

Commented [A19]: Aligns with operations under Consent Decree Section 3.2.

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

- k. Substantial Compliance. An Encampment Host, Encampment Sponsor, or Encampment Manager may petition the Director for an exemption from particular provisions of subsection A.11 of this section upon a showing of substantial compliance or alternative means of compliance. Alternative means of compliance may include the following:
 - i. Use of facilities already available on the Encampment Host site or within the Encampment Host's facilities (such as preexisting indoor or outdoor hand washing, toilet, or shower facilities);
 - ii. Use of facilities located sufficiently near the Encampment Host site so as to adequately address the health and safety of Encampment residents (such as adjacent public toilet, shower or hand washing facilities);
 - iii. Use of alternative means to assure the health and safety of both the Temporary Encampment residents and surrounding neighborhood residents, occupants and users.

In considering whether an exemption should be granted, the Director may consider whether the provision or provisions of subsection A.11 of this section at issue, if applied to the Temporary Encampment, would substantially burden the siting or hosting of a Temporary Encampment at a particular location or by a particular Encampment Host, Encampment Sponsor, or Encampment Manager.

- 12. Exterior lighting shall be shielded or recessed so that direct glare and reflections are contained within the Temporary Encampment, and shall also be directed downward and away from adjoining properties and public rights-of-way. No lighting shall blink, flash, or be of unusually high intensity or brightness. All lighting fixtures utilized at Temporary Encampments shall be appropriate in scale, intensity, and height to the use that they are serving.

20.30U.127 Hardship exception.

An Encampment Host, Encampment Sponsor, or Encampment Manager may petition the Director for an exception from any of the Specific Use Requirements of LUC 20.30U.125 upon grounds of hardship. In considering whether a hardship exception should be granted, the Director may consider whether the provision or provisions at issue substantially burden the siting or hosting of a Temporary Encampment at a particular location or by a particular Encampment Host, Encampment Sponsor, or Encampment Manager and the effects on health and safety of residents and the community should the exception be granted.

20.30U.130 Decision criteria.

The Director may approve or approve with modifications an application for a Temporary Encampment Permit if:

- A. The Temporary Encampment complies with the Use Requirements set out in LUC 20.30U.125 and other applicable requirements of this code; and
- B. The Temporary Encampment will not be materially detrimental to the public health, safety or welfare of the Temporary Encampment residents or the surrounding community; and

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

- C. The imposition of a condition under which the City reserves the right to impose additional conditions or to reconsider the Temporary Encampment Permit within a certain timeframe from approval date, based on complaints filed with the City.

20.30U.131 Time limitation

A. General.

A Temporary Encampment Permit is valid for up to 120 days beginning the first day of the Temporary Encampment except as provided in this section.

B. Extended temporary encampment permit.

1. Eligibility. A Temporary Encampment Host that has previously obtained a Temporary Encampment permit that was not subject to revocation and operated a Temporary Encampment at a particular site in the City may choose to apply for an Extended Temporary Encampment Permit in lieu of a standard Temporary Encampment Permit. An Extended Temporary Encampment Permit is valid for a period of five (5) years from the effective date of the Extended Temporary Encampment Permit.
2. Year 1 Application. The first-year application for an Extended Temporary Encampment Permit is the same as the process set forth above and applicable to a standard Temporary Encampment Permit.
3. Subsequent Year Application(s). If an application for a subsequent-year Temporary Encampment at the same site pursuant to a valid Extended Temporary Encampment Permit contains no change or minor modification from the first-year Temporary Encampment operated under the Permit and there are no outstanding enforcement actions related to the Permit, in lieu of the requirements at LUC 20.30U.121 and LUC 20.30U.122, the application process for subsequent-year Temporary Encampment hosting(s) pursuant to the Permit shall include:
 - a. A description of the proposed subsequent-year Temporary Encampment, including proposed arrival and departure dates and identification of any modification to the first-year application applicable to the Extended Temporary Encampment Permit;
 - b. A Safety and Security Report that includes (i) updated identification and telephone contact information for a designated point of contact for the Encampment Host for concerns related to the subsequent-year Temporary Encampment; (ii) a plan for addressing reported concerns and documenting resolution during the duration of the subsequent-year Temporary Encampment; and (iii) a plan for coordinating communication between the Encampment Host and members of the public regarding concerns related to the subsequent-year Temporary Encampment; and
 - c. A courtesy letter subject to the mailing radius at LUC 20.30U.122(B) that contains the information identified in subsections (a) and (b) of this section.
4. Periodic Operation Reports. During any subsequent-year Temporary Encampment hosting pursuant to a valid Extended Temporary Encampment Permit, Periodic Operation Reports shall

Commented [A20]: Streamline Permitting item. New section providing for option to apply for a five-year permit available to previous hosts/operators and when there are no changes or only minor changes to prior temporary encampment deployment at the same site.

Duration, frequency and other code requirements still apply.

Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)

be submitted to the Director on a monthly basis to verify compliance with the Safety and Security report submitted in accordance with LUC 20.30U.131(B)(3)(b).--

5. New Application. If an application for a subsequent-year Temporary Encampment at the same site pursuant to a valid Extended Temporary Encampment Permit contains substantive modifications from the first-year Temporary Encampment operated under the Permit and/or there are outstanding enforcement actions related to the Permit, the application will be treated as a new application for a standard Temporary Encampment Permit.
6. Except as otherwise provided in this section LUC 20.30U.131, all requirements in Part 20.30U LUC apply to each Temporary Encampment use pursuant to an Extended Temporary Encampment Permit.

20.30U.135 Revocation of Temporary Encampment Permit.

Upon determination that there has been a violation of any decision criteria or condition of approval, the Director may give written notice to the permit holder describing the alleged violation. Within 14 days of the mailing of notice of violation, the permit holder shall show cause why the permit should not be revoked. At the end of the 14-day period, the Director shall sustain or revoke the permit. When a Temporary Encampment Permit is revoked, the Director shall notify the permit holder by certified mail of the revocation and the findings upon which revocation is based. Appeals of decisions to revoke a Temporary Encampment Permit will be processed using the Process V appeal procedures. Theis availability of this procedure shall be in addition to the procedures set out in Chapter 1.18 BCC.

Commented [A21]: Correction of typo

ATTACHMENT D
(Public Hearing Draft LUCA – Clean Version)

Part 20.30U Temporary Encampment Permit

20.30U.110 Scope.

This part establishes the exclusive procedure and criteria that the City will use in making a decision upon an application to permit a Temporary Encampment.

20.30U.115 Applicability.

This Part 20.30U applies to each application for a Temporary Encampment Permit and each Temporary Encampment use within the City, except as otherwise provided in this Part 20.30U.131(B) for Temporary Encampment uses pursuant to an Extended Temporary Encampment Permit.

20.30U.120 Who may apply.

Temporary Encampments shall not be permitted within the City except as an accommodation of religious exercise by an Encampment Host, Encampment Sponsor, or Encampment Manager. Each Encampment Host, Encampment Manager and Encampment Sponsor of a Temporary Encampment shall jointly apply for a permit under this Part 20.30U, and shall jointly certify compliance with all applicable use requirements and conditions of this part in the application.

20.30U.121 Submittal requirements.

- A. Prior to or upon filing their application for a Temporary Encampment Permit, the Encampment Host, Encampment Sponsor and Encampment Manager shall prepare an Encampment Management Responsibility Plan, which shall be included with their permit application. An application that does not contain an Encampment Management Responsibility Plan shall not be considered complete. The Encampment Management Responsibility Plan shall include the following:
1. A description of the security measures that the Encampment Host, Encampment Sponsor and Encampment Manager intend to employ at the Encampment site, including criteria for rejection as a resident, a code of conduct, neighborhood security patrols, if any, whether and how they will implement outstanding warrant or registered sex offender background checks, and whether and how any Temporary Encampment residents or prospective residents may be ejected from the Temporary Encampment based on the results of such checks.
 2. A certificate of insurance identifying any applicable policies of insurance, including policy limits, held by the Encampment Host, Encampment Sponsor, or Encampment Manager. Full copies of any such policies shall be available for the City's inspection at the Encampment Host site.
 3. A description of any requested exemptions sought pursuant to LUC 20.30U.125(A)(8)(a), 20.30U.125(A)(11)(k), or 20.30U.127, and a description of the manner in which the proposed exemptions satisfy the criteria of the exemption provision and this part.
 4. A transportation plan demonstrating compliance with LUC 20.30U.125(A)(6).
 5. A proposed site plan.

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

6. A street address which, for the duration of the Temporary Encampment, shall be considered the permanent and fixed address of each individual while residing at the Temporary Encampment.

20.30U.122 Applicable procedures.

A Temporary Encampment Permit is a Process V decision. In addition to the requirements for Process V in Part 20.35 LUC, the following additional procedures apply:

A. Public Meeting Required.

The Director shall hold an informational public meeting. The meeting shall comply with the requirements of LUC 20.35.525. Prior to the public meeting, the Encampment Host shall meet and confer with the Bellevue Police Department regarding the proposed security measures. At the public meeting, a representative of the Encampment Host shall present in writing and describe the proposed Encampment Management Responsibility Plan, and any input or comment received on the plan, including any comment or input from the Bellevue Police Department, or comment or input from schools and/or child care services under subsection B of this section. The public meeting shall be attended by all applicants of the proposed Temporary Encampment Permit.

B. Additional Mailed Notice.

The requirements for mailed notice of the application set forth in LUC 20.35.510 shall be expanded to include owners of real property within 600 feet of the project site. Prior to the decision of the Director on a Temporary Encampment Permit, the Encampment Host, Encampment Sponsor, or Encampment Manager shall meet and confer with the administration of any public or private elementary, middle, junior high or high school within 600 feet of the boundaries of the proposed Temporary Encampment site, and shall meet and confer with the operators of any known child care service within 600 feet of the boundaries of the proposed Temporary Encampment site. The Encampment Host and the school administration and/or child care service operator shall make a good faith effort to agree upon any additional conditions that may be appropriate or necessary to address school and/or child care concerns regarding the location of a Temporary Encampment within 600 feet of such a facility. Any such conditions agreed upon between the parties shall be submitted to the Director for consideration for inclusion within the Temporary Encampment Permit. In the event the parties fail to agree on any conditions, either party may provide the Director with a written summary of the parties' discussions, which the Director may consider in evaluating whether the criteria for the Temporary Encampment Permit are met, or the need for additional conditions upon the Temporary Encampment Permit based on the applicable decision criteria.

C. Signed Notice.

The applicant shall provide notice of the application by posting two signs or placards on the site or in a location immediately adjacent to the site that provides visibility to motorists using adjacent streets. The Director shall establish standards for size, color, layout, design, wording, placement, and timing of installation and removal of the signs or placards.

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

D. Post-Issuance Informational Public Meeting.

Within a reasonable time of no longer than 14 days following a request from the Director, the Encampment Host shall address operational concerns raised about a permitted Temporary Encampment. The Director may require a post-issuance informational public meeting between the Encampment Host and members of the public if operational concerns related to health and safety are not timely resolved.

20.30U.125 Use requirements.

A. The following requirements apply to each Temporary Encampment:

1. The Encampment Host, Encampment Sponsor, and Encampment Manager must demonstrate that the proposed use meets the definition of a Temporary Encampment, as set out in LUC 20.50.048.
2. The Encampment Host, Encampment Sponsor, and Encampment Manager shall ensure enforcement of a Code of Conduct at the Temporary Encampment site. The Code of Conduct shall be in substantially the following form or address the following issues:
 - a. Possession or use of illegal drugs is not permitted.
 - b. No alcohol is permitted.
 - c. No weapons are permitted.
 - d. All knives over three and one-half inches must be turned in to the Encampment Manager for safekeeping.
 - e. No violence is permitted.
 - f. No open flames are permitted.
 - g. No trespassing into private property in the surrounding neighborhood is permitted.
 - h. No loitering in the surrounding neighborhood is permitted.
 - i. No littering on the Temporary Encampment site or in the surrounding neighborhood is permitted.

Nothing within this section shall prohibit the Encampment Host, Encampment Sponsor or Encampment Manager from imposing and enforcing additional Code of Conduct conditions not otherwise inconsistent with this section.

3. The maximum number of residents at a Temporary Encampment site shall be determined taking into consideration site conditions, but shall in no case be greater than 100 at any one time. Any proposed site shall be of sufficient size to support the activities of the Temporary Encampment without the overcrowding of residents or any intrusion into required setbacks. In determining the maximum occupancy of a Temporary Encampment, the Director shall consider the square

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

footage of the Encampment Site; the number of proposed Temporary Enclosures; the number of required or proposed bathing, food handling, hand washing, laundry, and toilet facilities; required setbacks; and the ongoing use of the site by the Encampment Host. The City shall impose a condition on the Temporary Encampment Permit for the Encampment limiting the number of residents or occupants to the number determined pursuant to this subsection. Any increase in the number of residents or occupants beyond that applied for by the applicants and included in the Temporary Encampment Permit shall require a revision to the Temporary Encampment Permit, which shall be processed as a new application.

4. The duration of a Temporary Encampment at any specific location shall not exceed 120 days at any one time.
5. There shall be a minimum 12-month gap between any Temporary Encampments in the City. This minimum gap requirement shall be counted from the last day of one Temporary Encampment to the first day of the next Temporary Encampment within the City.
6. A Temporary Encampment shall be within one-half mile of a public transportation stop, or the Encampment Sponsor, Encampment Host or Encampment Manager shall otherwise demonstrate the ability for Temporary Encampment occupants to obtain access to the nearest public transportation stop. During hours when public transportation is not available, the Encampment Sponsor, Encampment Host, or Encampment Manager shall also make transportation available to anyone who is rejected from or ordered to leave the Temporary Encampment. Bus schedules, phone numbers for emergency drivers and taxis and the location of the nearest twenty-four hour transit center to which rejected persons will be transported when buses are not available shall be posted in a prominent location for Encampment residents.
7. On-site parking spaces of the Encampment Host shall not be displaced unless the required minimum parking remains available for the Encampment Host's use, as set forth in LUC 20.20.590. The Host may provide shared parking pursuant to LUC 20.20.590.I, or off-site parking pursuant to LUC 20.20.590.J, to satisfy minimum parking requirements.
8. The perimeter of a Temporary Encampment must be buffered from surrounding properties as follows:
 - a. The Temporary Encampment, as measured from the Temporary Encampment perimeter, shall meet the minimum setback requirements applicable to the Encampment Host in the underlying land use district; provided, that no Temporary Encampment setback shall be less than 20 feet; and provided further, that the Encampment Host, Encampment Sponsor, or Encampment Manager may petition the Director for a reduction of setback requirements applicable to the Encampment Host in the underlying land use district to no less than 20 feet. In considering whether a reduction should be granted, the Director may consider whether the minimum setback requirements applicable to the Encampment Host in the underlying land use district, if applied to the Temporary Encampment, would substantially burden the siting or hosting of a Temporary Encampment at a particular location or by a particular Encampment Host, Encampment Sponsor, or Encampment Manager and may consider the effects on health and safety of residents and the community should the reduction be granted.

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

- b. The Temporary Encampment shall be surrounded by a view-obscuring fence or equivalent solid structure, which in no event shall be less than six feet high. The perimeter surrounding the Temporary Encampment shall have a single designated point for ingress or egress, consistent with applicable fire and other safety regulations.
9. The Encampment Host, Encampment Sponsor and Encampment Manager shall not permit children under the age of 18 to stay overnight in a Temporary Encampment, unless circumstances prevent a more suitable overnight accommodation for the child and parent or guardian. If a child under the age of 18, either alone or accompanied by a parent or guardian, attempts to stay overnight, the Encampment Host, Encampment Sponsor or Encampment Manager shall endeavor to find alternative shelter for the child and any accompanying parent or guardian.
10. The Encampment Host, Encampment Sponsor or Encampment Manager shall take all reasonable and lawful steps to obtain verifiable identification, such as a valid driver's license, government-issued identification card, military identification card, or passport, from all prospective and current residents of a Temporary Encampment. The Encampment Host shall retain a log of all overnight residents of the Temporary Encampment, including names and dates.
11. The Encampment Host, Encampment Sponsor or Encampment Manager shall assure compliance with the following health and safety regulations. References to the application of local ordinances and regulations shall include the codes and regulations of King County and the City of Bellevue. All references are to regulations, ordinances and codes now or as hereafter amended:
- a. Water Supply. The Encampment Host, Encampment Manager or Encampment Sponsor must:
 - i. Provide at least one hot water handwash sink as near to the food preparation facilities as the site will reasonably allow. If the hot water sink is located further than 100 feet from the food preparation facilities or is not otherwise located on site, then a cold-water sink shall be located within 100 feet of the food preparation facilities.
 - ii. Prohibit the use of common drinking cups or containers from which water is dipped or poured, except for water and coffee containers and carafes that are filled with only potable water sources and washed once weekly with bleach and hot water.
 - iii. Ensure any containers used for non-potable water are labeled as such.
 - b. Sewage and Wastewater Disposal. The Encampment Host, Encampment Manager and Encampment Sponsor must provide for sewage and wastewater disposal in accordance with the codes and regulations of local health jurisdictions.
 - c. Electricity and Lighting. The Encampment Host, Encampment Manager or Encampment Sponsor must ensure that all electrical wiring, fixtures and electrical equipment must comply with the electrical standards of the Department of Labor and Industries regulations, Chapter 19.28 RCW, and local ordinances, and be maintained in a safe condition.

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

- d. Hand Washing and Bathing. An Encampment Host, Encampment Manager or Encampment Sponsor must:
 - i. Provide one hand wash sink for every 25 persons. At least two hand wash sinks must be adjacent to toilets, and other hand wash sinks may be located throughout the Temporary Encampment site for general use;
 - ii. Provide one hot water shower on the Temporary Encampment site; provided, however, that if the ratio of hot showers is greater than 1 for every 40 persons, the Director's permit decision shall include designation of off-site shower facilities for use by Temporary Encampment residents within a reasonable proximity from the Temporary Encampment site and the Encampment Host, Encampment Sponsor and/or Encampment Manager shall provide a means of transportation to the designated facilities.
 - iii. Provide cleanable, nonabsorbent waste containers.
 - iv. Maintain bathing and hand washing facilities in a clean and sanitary condition, cleaned at least daily.
- e. Toilets. The Encampment Host, Encampment Manager or Encampment Sponsor must:
 - i. Provide the following toilet facilities:
 - (A) One toilet, including portable toilets, for every 25 persons;
 - (B) Hand washing sinks adjacent to toilets, as provided in subsection A.11.d of this section; and
 - ii. Maintain toilets in a clean and sanitary condition.
- f. Cooking and Food Handling. In common food-handling areas, the Encampment Host, Encampment Manager or Encampment Sponsor must provide:
 - i. An enclosure, adequate in size, separate from any sleeping quarters;
 - ii. No direct openings to living or sleeping areas from the common food-handling area;
 - iii. Nonabsorbent, easily cleanable food preparation counters situated off the floor;
 - iv. When perishable food will be in place, mechanical refrigeration conveniently located and able to maintain a temperature of 45 degrees Fahrenheit or below. If mechanical refrigeration is not reasonably available, then the use of ice chests complies with this requirement provided the ice chests are maintained at a temperature of 45 degrees or less, ice for ice chests is replenished when necessary to maintain temperature, ice chests are in working order and fitted with tight fitting lids, ice chests are cleaned at least weekly with a bleach solution and thoroughly rinsed prior to re-use, shared meals for the majority of residents are not prepared on-site, and the Encampment Host, Encampment Sponsor and/or Encampment Manager shall promptly comply with any correction notice

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

or direction by King County Department of Health or other agency with jurisdiction regarding food preparation and storage on site.

- g. Maintenance of Bedding. The Encampment Host, Encampment Manager or Encampment Sponsor must maintain bedding, if provided by the Encampment Host, Encampment Manager or Encampment Sponsor, in a clean and sanitary condition.
- h. Refuse Disposal. The Encampment Host, Encampment Manager or Encampment Sponsor must:
 - i. Comply with local sanitation codes for removing and disposing of refuse from housing areas.
 - ii. Store refuse in on-site trash cans with snap tight lids that are lined with trash bags that are removed and replaced daily.
 - iii. Keep refuse containers clean.
 - iv. Provide a refuse container adjacent to food preparation area and within 100 feet of each dwelling unit.
 - v. Empty refuse containers at least twice each week, and when full.
- i. Insect and Rodent Control. The Encampment Host, Encampment Manager or Encampment Sponsor must take effective measures to prevent and control insect and rodent infestation.
- j. Disease Prevention and Control. The Encampment Host, Encampment Manager or Encampment Sponsor must.
 - i. Report immediately to Seattle and King County Public Health:
 - (A) Suspected food poisoning;
 - (B) Unusual prevalence of fever, diarrhea, sore throat, vomiting, or jaundice; or
 - (C) Productive cough, or when weight loss is a prominent symptom among occupants.
 - ii. Comply with reporting requirements applicable to schools and child care facilities in WAC 246-101-415 and 420 as now or hereafter amended.
- k. Substantial Compliance. An Encampment Host, Encampment Sponsor, or Encampment Manager may petition the Director for an exemption from particular provisions of subsection A.11 of this section upon a showing of substantial compliance or alternative means of compliance. Alternative means of compliance may include the following:
 - i. Use of facilities already available on the Encampment Host site or within the Encampment Host's facilities (such as preexisting indoor or outdoor hand washing, toilet, or shower facilities);

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

- ii. Use of facilities located sufficiently near the Encampment Host site so as to adequately address the health and safety of Encampment residents (such as adjacent public toilet, shower or hand washing facilities);
- iii. Use of alternative means to assure the health and safety of both the Temporary Encampment residents and surrounding neighborhood residents, occupants and users.

In considering whether an exemption should be granted, the Director may consider whether the provision or provisions of subsection A.11 of this section at issue, if applied to the Temporary Encampment, would substantially burden the siting or hosting of a Temporary Encampment at a particular location or by a particular Encampment Host, Encampment Sponsor, or Encampment Manager.

- 12. Exterior lighting shall be shielded or recessed so that direct glare and reflections are contained within the Temporary Encampment, and shall also be directed downward and away from adjoining properties and public rights-of-way. No lighting shall blink, flash, or be of unusually high intensity or brightness. All lighting fixtures utilized at Temporary Encampments shall be appropriate in scale, intensity, and height to the use that they are serving.

20.30U.127 Hardship exception.

An Encampment Host, Encampment Sponsor, or Encampment Manager may petition the Director for an exception from any of the Specific Use Requirements of LUC 20.30U.125 upon grounds of hardship. In considering whether a hardship exception should be granted, the Director may consider whether the provision or provisions at issue substantially burden the siting or hosting of a Temporary Encampment at a particular location or by a particular Encampment Host, Encampment Sponsor, or Encampment Manager and the effects on health and safety of residents and the community should the exception be granted.

20.30U.130 Decision criteria.

The Director may approve or approve with modifications an application for a Temporary Encampment Permit if:

- A. The Temporary Encampment complies with the Use Requirements set out in LUC 20.30U.125 and other applicable requirements of this code; and
- B. The Temporary Encampment will not be materially detrimental to the public health, safety or welfare of the Temporary Encampment residents or the surrounding community; and
- C. The imposition of a condition under which the City reserves the right to impose additional conditions or to reconsider the Temporary Encampment Permit within a certain timeframe from approval date, based on complaints filed with the City.

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

20.30U.131 Time limitation.

A. General.

A Temporary Encampment Permit is valid for up to 120 days beginning the first day of the Temporary Encampment except as provided in this section.

B. Extended temporary encampment permit.

1. **Eligibility.** A Temporary Encampment Host that has previously obtained a Temporary Encampment permit that was not subject to revocation and operated a Temporary Encampment at a particular site in the City may choose to apply for an Extended Temporary Encampment Permit in lieu of a standard Temporary Encampment Permit. An Extended Temporary Encampment Permit is valid for a period of five (5) years from the effective date of the Extended Temporary Encampment Permit.
2. **Year 1 Application.** The first-year application for an Extended Temporary Encampment Permit is the same as the process set forth above and applicable to a standard Temporary Encampment Permit.
3. **Subsequent Year Application(s).** If an application for a subsequent-year Temporary Encampment at the same site pursuant to a valid Extended Temporary Encampment Permit contains no change or minor modification from the first-year Temporary Encampment operated under the Permit and there are no outstanding enforcement actions related to the Permit, in lieu of the requirements at LUC 20.30U.121 and LUC 20.30U.122, the application process for subsequent-year Temporary Encampment hosting(s) pursuant to the Permit shall include:
 - a. A description of the proposed subsequent-year Temporary Encampment, including proposed arrival and departure dates and identification of any modification to the first-year application applicable to the Extended Temporary Encampment Permit;
 - b. A Safety and Security Report that includes (i) updated identification and telephone contact information for a designated point of contact for the Encampment Host for concerns related to the subsequent-year Temporary Encampment; (ii) a plan for addressing reported concerns and documenting resolution during the duration of the subsequent-year Temporary Encampment; and (iii) a plan for coordinating communication between the Encampment Host and members of the public regarding concerns related to the subsequent-year Temporary Encampment; and
 - c. A courtesy letter subject to the mailing radius at LUC 20.30U.122(B) that contains the information identified in subsections (a) and (b) of this section.
4. **Periodic Operation Reports.** During any subsequent-year Temporary Encampment hosting pursuant to a valid Extended Temporary Encampment Permit, Periodic Operation Reports shall be submitted to the Director on a monthly basis to verify compliance with the Safety and Security report submitted in accordance with LUC 20.30U.131(B)(3)(b).
5. **New Application.** If an application for a subsequent-year Temporary Encampment at the same site pursuant to a valid Extended Temporary Encampment Permit contains substantive

***Draft Temporary Encampment Permit LUCA
November 18, 2019 Draft (All Four Topic Items)***

modifications from the first-year Temporary Encampment operated under the Permit and/or there are outstanding enforcement actions related to the Permit, the application will be treated as a new application for a standard Temporary Encampment Permit.

6. Except as otherwise provided in this section LUC 20.30U.131, all requirements in Part 20.30U LUC apply to each Temporary Encampment use pursuant to an Extended Temporary Encampment Permit.

20.30U.135 Revocation of Temporary Encampment Permit.

Upon determination that there has been a violation of any decision criteria or condition of approval, the Director may give written notice to the permit holder describing the alleged violation. Within 14 days of the mailing of notice of violation, the permit holder shall show cause why the permit should not be revoked. At the end of the 14-day period, the Director shall sustain or revoke the permit. When a Temporary Encampment Permit is revoked, the Director shall notify the permit holder by certified mail of the revocation and the findings upon which revocation is based. Appeals of decisions to revoke a Temporary Encampment Permit will be processed using the Process V appeal procedures. The availability of this procedure shall be in addition to the procedures set out in Chapter 1.18 BCC.

ATTACHMENT E
(Public Hearing Notice for the Temporary Encampment LUCA)

Check box for parties of record and save the mailing labels in the notice folder XXXX ☐

NOTICE OF PUBLIC HEARING AND THRESHOLD DETERMINATION

Temporary Encampment Land Use Code Amendment – Integrated SEPA and GMA Action

Location: Citywide

Neighborhood: Citywide

File Number: 18-123567 AD

Public Hearing: NOTICE IS HEREBY GIVEN that the **Bellevue City Council** will hold a public hearing during its 8:00 p.m. Regular Session on **Monday, November 18, 2019**, in the City Council Chamber in Bellevue City Hall, 450 110th Ave NE, Bellevue.

Description: Development of this Temporary Encampment Land Use Code Amendment (LUCA) is authorized to update Land Use Code Chapter 20.30U, which covers permitting of temporary encampments hosted by religious organizations on their property and is following the adoption process for a development regulation under the State Growth Management Act (GMA) integrated with review required under the State Environmental Policy Act (SEPA). The staff report analyzing the LUCA against decision criteria for amendment to the text of the Land Use Code and summarizing the environmental effects of the proposal is attached. This LUCA is intended to eliminate the need to refer to both Chapter 20.30U LUC and the provisions of an existing Consent Decree when administering temporary encampments in the City. It is intended to result in greater consistency, predictability and ease of implementation for future temporary encampments in the City. A copy of the Public Hearing Draft Temporary Encampment LUCA and the associated Environmental Checklist is included with this notice.

This integrated SEPA/GMA action also incorporates by reference the materials included at the following link: Further information on this topic may be found at: <https://bellevuewa.gov/discover-bellevue/about-us/hot-topics-initiatives/homelessness-in-bellevue/temporary-encampment>

Approvals Required: City Council approval

SEPA: This DNS is issued pursuant to the threshold determination requirements in WAC 197-11-310. This DNS is only appealable as part of the City's action on the amendment to the Land Use Code. In order to comply with requirements of SEPA and the State of Washington Growth Management Act for coordination of hearings, any appeal of the SEPA threshold determination will be considered by the Growth Management Hearings Board along with any appeal of the City Council's action to adopt the Temporary Encampment LUCA.

Commenting on the draft Temporary Encampment LUCA: Any person may participate in the public hearing by submitting written comments to the City Council in care of Charmaine Arredondo, City Clerk, P.O. Box 90012, Bellevue, WA 98009, before the public hearing, or by submitting written comments or making oral comments to the City Council at the hearing.

Written comments will also be accepted by mail to Toni Pratt, Senior Land Use Planner, Development Services Department, City of Bellevue, P.O. Box 90012, Bellevue, Washington, 98009-9012 or by e-mail to TempEncampmentLUCA@bellevuewa.gov. Comments must be received by 5:00 p.m. on November 18, 2019. All written comments received by the City Clerk or Toni Pratt will be transmitted to the City Council no later than the date of the public hearing.

Date of Application: August 24, 2018

Completeness Date: September 9, 2019

Notice of Application Date: September 12, 2019

Applicant: City of Bellevue

Applicant Contact: Toni Pratt, 425-452-5374, TPratt@bellevuewa.gov

Planner: Peter Rosen, 425-452-5210, PRosen@bellevuewa.gov

Code Amendment Project Email: TempEncampmentLUCA@bellevuewa.gov

Questions relating to the public hearing process: Charmaine Arredondo, City Clerk, 425-452-6466

ATTACHMENT F
(Church Council of Greater Seattle Guiding Principles)



Grounded
in Faith.
Working
for justice.



To: Roundtable of Human Services and Police Departments of Bellevue, Redmond, Kirkland and Issaquah

From: Michael Ramos, Executive Director, Church Council of Greater Seattle, Tony Copes, President, Eastside Interfaith Social Concerns Council, and Convened Faith Communities on the East Side

Re: Proposed Regional Approach to Permitting Encampments

Date: October 4, 2016 and January 4, 2017 (reissued with EISCC letterhead addition after board approval)

Faith communities had the opportunity to review the draft elements of a proposed regional approach to permitting encampments, developed by city police and human services representatives from Bellevue, Kirkland, Redmond and Issaquah. Our faith community meetings also included the two existing self-organized encampments on the East Side. Each encampment will communicate regarding this proposal with the municipalities on its own, as each is autonomous.

We appreciate having been invited into this process, although recently. A thoughtful review and numerous meetings have led us to the following reflections and recommendations, based on a decade of experience with working with municipalities, King County and Washington State on hosting, siting, permitting encampments and often burdensome ordinances governing encampments in the cities.

This process ought to balance two objectives: religious liberty and public safety. The breadth of religious liberty is set forth in the first amendment to the United States constitution; article I, section 11 of the Washington State constitution; and the federal Religious Land Use and Institutionalized Persons Act (RLUIPA).

RLUIPA, 42 U.S.C. § 2000cc (a)(1), lays out the ground rules for government clearly and succinctly:

No government shall impose or implement a land use regulation in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless the government demonstrates that imposition of the burden on that person, assembly, or institution

(A) is in furtherance of a compelling governmental interest; and

(B) is the least restrictive means of furthering that compelling governmental interest.

Our position is that, in crafting the regional approach to homeless encampment regulation, you should start with the restraint described in RLUIPA and add only those regulations that meet both of these requirements.

Typical requirements for faith community hosting of organized, self-managed tent encampments begin with the foundation of RLUIPA and case law as building blocks. Consequently, the starting models for drafting legislative language should not begin with the most restrictive ordinances or practices. Rather, minimally, these should be the existing federal law, RLUIPA, and law in the State of Washington, codified at RCW 36.01.290.

If you use an existing ordinance as a model, we ask that the Seattle ordinance or the King County ordinance be used.

Additional specific recommendations follow.

1. In noting that 3 hostings per year at 120 days is five days short of a full year, there is precedent in other cities for an indefinite hosting period; we recommend not less than four months.
2. In keeping with the opportunity to have multiple stays within a city within a calendar year, we prefer it to be reaffirmed that a religious organization can exercise its right to host regardless of the city that the religious organization is located in.
3. We would like to clarify that the 365 days between hostings at the same faith site begin with the previous arrival date of the encampment to the host setting.
4. The tone of the proposal overemphasizes security - focusing on perceptions of some members of the community - and needs to reestablish an adequate balance with the civil rights of the people living in the encampments and the rights of religious organizations to carry out their missions. To this end, the effective practice of the county conducting the warrant checks, as initiated by the management of the encampment and verified by the host respects the prerogatives of faith communities and allows for confidentiality.
5. We believe, as noted by the City of Bellevue's own legal department, that "stem to stern" warrant checks are unenforceable and should not be implemented.
6. The prospect of requiring warrant checks for all people residing in an encampment seven days before arrival regardless of whether previous checks have been conducted is unnecessary and duplicative. In our view, codifying warrant checks with such a requirement would be unconstitutional.
7. Neither Nourishing Networks nor EISCC currently has the capacity to raise money toward the costs of hosting. They had not participated in the table discussion of the cities previously.
8. Regarding settings, boundaries, etc., it would be preferable to standardize any requirements consistent with appropriate building codes. Certainly, predictable requirements related to health and safety are also preferable.
9. While the goals of human services provision on site are worthy and important and have proven successful in some settings, whether these services are mandated and what the terms of entry are should be determined by agreement between the camp and the host. In other words, services ought to be encouraged by agreement and not codified. If a city owns the land on which an encampment is to be located, the city could put requirements regarding services as a condition for the use of the land and include it in the agreement with the encampment. Again, human services provisions should not be codified but placed in an agreement.
10. In keeping with the goal of the cities in this draft, we agree that permits must be affordable to applicants and nominal in cost.
11. There is precedent and ample need to consider and approve allowing public and private land for hosting.
12. Our desire remains to honor the four cities' request for faith communities to create a schedule for hosting the two organized, self-managed encampments. Faith communities look to the governments of the four cities to lead, be creative, and reduce and eliminate barriers in their existing ordinances to expedite encampment hosting by any faith community. We see this as being consistent with King County's declared State of Emergency regarding homelessness. At present, existing ordinances have delayed and in some cases hindered or deterred faith communities from hosting encampments.

We look forward to continuing conversation that incorporates the faith communities' perspectives on the permitting of encampments and seeks mutual understanding of the objectives of the exercise of religious duty and public health, safety and well-being, including for the people experiencing homelessness.

Attachment G
(Temporary Encampment Host Map, 2005-2016)

Temporary Encampment Hosts
2005 – 2016

