



**CITY OF KIRKLAND
 PLANNING & COMMUNITY DEVELOPMENT
 123 5th Avenue, Kirkland, WA 98033
 425.587.3225 ~ www.kirklandwa.gov**

APPLICATION FORM: HOMELESS ENCAMPMENT TEMPORARY USE PERMIT

PROCESS: PLANNING OFFICIAL DECISION

* **SPONSOR CONTACT:**

Applicant's name: Kirkland Congregational UCC Phone: 425-822-3811
 Applicant's mailing address: 106 5th Ave Kirkland, WA 98033 (425 999 6746 cell)

Applicant's email address: reuryanlambert

Note: If applicant is not property owner, he/she must be authorized as agent (see page 2)

MANAGING AGENCY CONTACT:

Applicant's e-mail address: Reuryanlambert@gmail.com 425-999-6746

Applicant's name: Kirkland Cong. United Church of Christ phone: 425 822 3811 (425 999-6746 cell)

Applicant's address: 106 5th Ave
Kirkland WA 98033

Applicant's e-mail address: reuryanlambert@gmail.com

A COPY OF THE STAFF REPORT AND THE NOTICE OF DECISION WILL BE MAILED TO THE APPLICANTS.

(1) Property address (if vacant, indicate lot or tax number, access street and nearest intersection):

106 5th Ave, Kirkland WA 98033

(2) Tax parcel number: 388580-8250

(3) The property is zoned: RS S.O and is presently used as:

Parking lot for Kirkland Congregational Church
 Partly lot size approx: 13000 square feet, paving size = approx 40,900 square feet

(4) Describe permit application start and end dates, and the nature of project:

Hosting Camp Unit outside beginning ASAP - for 92 days
December 17, 2020 through March 18, 2021

(5) Is this a new or repeat location? repeat

FOR NEW LOCATIONS ONLY

(6) Have you met with a planner prior to submitting your application? YES ___ NO ___

Name of planner: _____ Date of pre-submittal meeting: _____

* Sponsor for managing agency for Camp Unit Eastside

**APPLICATION FORM: TEMPORARY USE PERMIT
STATEMENT OF OWNERSHIP/DESIGNATION OF AGENT**

The undersigned property owners, under penalty of perjury, each state that we are all of the legal owners of the property described in Exhibit A, which is attached as page 3 of this application, and designate Rev Ryan Lambert, on behalf of church to act as our agent with respect to this application.

AUTHORITY TO ENTER PROPERTY

I/we acknowledge that by signing this application I/we are authorizing employees or agents of the City of Kirkland to enter onto the property which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, for the sole purpose of making any inspection of the limited area of the property which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the applicant(s) further agrees that City employees or agents may enter the property during such other times and days as necessary for such inspection upon 24 hours notice to applicant(s), which notice will be deemed received when given either verbally or in writing.

HOLD HARMLESS AGREEMENT -- READ CAREFULLY BEFORE SIGNING

The undersigned in making this application certifies under penalty of perjury, the truth and/or accuracy of all statements, designs, plans and/or specifications submitted with said application and hereby agrees to defend, pay, and save harmless the City of Kirkland, its officers, employees, and agents from any and all claims, including costs, expenses and attorney's fees incurred in investigation and defense of said claims whether real or imaginary which may be hereafter made by any person including the undersigned, his successors, assigns, employees, and agents, and arising out of reliance by the City of Kirkland, its officers, employees and agents upon any maps, designs, drawings, plans or specifications, or any factual statements, including the reasonable inferences to be drawn therefrom contained in said application or submitted along with said application.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that 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.

Applicant		Property Owner #1	
Signature: <u>Rev Ryan Lambert</u> - on behalf of		Signature: <u>Kirkland Cong. Church</u>	
Name: <u>Rev Ryan Lambert</u>		Name: <u>Rev Ryan Surt</u>	
Address: <u>106 5th Ave</u>		Address: <u>Same as Applicant</u>	
Telephone: <u>425 822 3811</u>		Telephone: <u>Cell # 360 425 999 6746</u>	
Agent (Other than Applicant)		Property Owner # 2	
Signature: <u>A Carter</u>		Signature: _____	
Name: <u>AI Carter</u> City Board member of		Name: <u>Camp Unity</u>	
Address: <u>10 Box 342</u>		Address: _____	
<u>Redmond, WA 98073</u>		_____	
Telephone: <u>206 371 7571</u>		Telephone: _____	

PERFORMANCE STANDARDS – HOMELESS ENCAMPMENTS
KIRKLAND ZONING CODE 127.25

The following definitions and standards apply to homeless encampments:

1. Definitions

- a. Homeless Encampment – A group of homeless persons temporarily residing out of doors on a site with services provided by a sponsor and supervised by a managing agency.
- b. Managing Agency – An organization that has the capacity to organize and manage a homeless encampment. A "managing agency" may be the same entity as the sponsor.
- c. Sponsor – An entity that has an agreement with the managing agency to provide basic services and support for the residents of a homeless encampment and liaison with the surrounding community and joins with the managing agency in an application for a temporary use permit. A "sponsor" may be the same entity as the managing agency.

2. Standards – Please describe how the application complies with each standard by filling in the blanks below:

- a. An application for a homeless encampment must include a local church or other community-based organization as a sponsor or managing agency. Within the disapproval jurisdiction of the Houghton Community Council, an application must include a local church as a sponsor or managing agency.

Kirkland Congregational will provide management and oversight of the Board of Camp Unity

- b. The encampment shall be located a minimum of 20 feet from the property line of abutting properties containing residential uses.

Agreed

- c. Sight-obscuring fencing is required around the perimeter of the homeless encampment unless the Planning Director determines that there is sufficient vegetation, topographic variation, or other site conditions such that fencing would not be needed.

Fencing to be placed on Eastside of parking lot as well as on the South side. Due to embankment and church building we have not fenced North or West side in past.

- d. Exterior lighting must be directed downward and contained within the homeless encampment.

Agreed

e. The maximum number of residents within a homeless encampment is 100.

The camp is limited to 40 people - current census is roughly 20 people.

f. Parking for five vehicles shall be provided.

Included on site plan

g. A transportation plan is required which shall include provision of transit services.

Transportation is manageable with the 5 cars allowed plus use of busing via transit hub in downtown.

h. The homeless encampment shall be located within one-half mile of transit service.

The Kirkland transit hub is located within 1/2 mile of the property.

i. No children under 18 are allowed in the homeless encampment. If a child under the age of 18 attempts to stay at the homeless encampment, the managing agency shall immediately contact Child Protective Services.

Agreed - no children are allowed to stay in camp

j. No animals shall be permitted in encampments except for service animals.

Only service animals are allowed in camp.
Pets and companion animals are not allowed in Camp.

k. A code of conduct is required to be enforced by the managing agency. The code shall contain the following as a minimum:

- 1) No drugs or alcohol
- 2) No weapons
- 3) No violence
- 4) No open flames
- 5) No loitering in the surrounding neighborhood
- 6) Quiet hours

Camp Unity has a code of conduct that specifies the above points and is attached with this application.

i. The managing agency shall ensure compliance with Washington State and City codes concerning but not limited to drinking water connections, human waste, solid waste disposal, electrical systems, and fire-resistant materials.

Porta-potties will be brought in, an on-site temporary shower facility will be used and water will come from the church's facility.

m. The managing agency shall take all reasonable and legal steps to obtain verifiable identification from prospective encampment residents and use the identification to obtain sex offender and warrant checks from the appropriate agency. All requirements by the Kirkland Police Department related to identified sex offenders or prospective residents with warrants shall be met.

Camp Unity checks this as a part of their intake rules

n. The managing agency shall permit daily inspections by the City and/or Health Department to check compliance with the standards for homeless encampments.

Agreed

OTHER REQUIRED INFORMATION

1. (New locations only) What is the date and time of the public meeting?

2. (All encampments) Where will the encampment move after this location?

Northlake Lutheran Church, Kenmore

Criteria Sheet:

1. The Impacts on Public Welfare from the Temporary Use:

Kirkland Congregational Church has a long history of hosting tent encampments on this property and the siting of Camp Unity at Kirkland Congregational Church will not be injurious to public welfare as it helps to keep homeless individuals safe and indeed to keep our community safe as Camp Unity is a drug-free camp. They have worked very hard over the years to be a safe and supportive community and have a long history of having no measurable negative impact in the neighborhoods where they have been situated. They have an active board of directors that helps the camp to run in such a way that the residents of the camp are able to live safely in the communities that they move in to. They will be moving from Northshore United Church of Christ in Woodinville, where they have had numerous successful stays over the past 3 years. They have also had recent successful stays at Bear Creek United Methodist Church, St. Jude Parrish, and St. Theresa of Calcutta Catholic church. We are honored to be welcoming them to our property and our neighborhood .

2. Compatibility of Neighborhood:

This temporary use is compatible with the existing land use as nearby residents, schools, and businesses have had little, if any, impact from previous times when Kirkland Congregational United Church of Christ has hosted tent encampments. We are especially proud to be partnering with Camp Unity because they have designated themselves as a clean camp, which means that no alcohol or drugs are allowed in the camp, which not only keeps camp residents safe, but it also serves to assure residents that they will be safe from such impacts while the residents of Camp Unity are living in Kirkland. The camp census is currently running less than 20, and the camp has capped its total possible size at 40, which means that the camp will be much smaller than some previous years, even if it were to grow to its 40 person maximum. In non-Covid times Kirkland Congregational Church is a particularly busy building, but because of Covid our building is being used for only a few small religious services per week, which we believe will also make the impact of Camp Unity feel smaller than in previous times because there won't be the large number of building and community users impacted by not having access to our parking lot. Finally, even foot traffic should not see much of an increase with Camp Unity's presence because the camp will be capped at 40 people and the majority of our normal building uses are not happening.

3. Compatibility of Existing Zoning on Site

Kirkland Congregational Church has been serving the needs of our neighbors in Kirkland for nearly 140 years. Serving the poor and ministering to both their spiritual AND physical needs is one of our long-held sacred obligations and the congregation has embraced that portion of its ministry by hosting tent encampments multiple times over the last 15 plus years. The issuance of this temporary use of Kirkland Congregational Church's parking lot to host Camp Unity is compatible with the basic faith activities and functions of this church and the size of our lot and the open space provided by the parking lot offers sufficient room for this use, while having a minimal impact upon the community at large.

CAMP UNITY EASTSIDE CODE OF CONDUCT

Camp Unity Eastside (“CUE”) envisions a community that includes diverse living solutions for housed and un-housed people that is safe, healthy and inclusive.

CUE seeks to provide a safe and stable place to live that supports resilience and fosters hope and connection so people may move toward safe and stable housing with relationships, self-confidence and knowledge to be successful.

CUE does not discriminate against any person on the basis of race, color, national origin, disability, sexual orientation, age, gender, religion, veteran status, marital status, or any other protected characteristic in admission to the resident community, participation in programs, services and activities, or in employment.

CUE’s Code of Conduct is intended to facilitate CUE’s vision and purpose, and to provide each resident with a quiet and harmonious living space.

1. This Code of Conduct applies to all CUE residents (“Residents”), CUE approved camp guests, CUE Board of Directors, and CUE staff and volunteers (collectively “Others”).
2. In keeping with “quiet and harmonious living,” the CUE campgrounds are considered a “quiet zone.” Residents and Others are expected to maintain low volume conversation and utilize headphones and tools to decrease noise and disruption to camp and community neighbors and the hosting community.
3. Residents and Others are required to follow all the written and oral directions of the CUE staff and volunteers.
4. Residents and Others are to be respectful and courteous of staff, other Residents, volunteers and all individuals, groups and business they meet and interact with in the camp. Engaging in a pattern of behavior designed to create discord in the camp or between and among residents and CUE staff and volunteers are grounds for expulsion because it interferes with Residents’ “quiet and harmonious living” and interferes with the ongoing successful operation of the Camp.
5. PHYSICAL VIOLENCE shall be grounds for immediate expulsion from the camp and is a SERIOUS OFFENSE. The matter will be reported to the police.
6. Physical or verbal THREATS, INTIMIDATION and BULLYING are prohibited. Where appropriate, the matter will be reported to the police and may constitute a SERIOUS OFFENSE. Depending upon the seriousness of the physical or verbal threat, intimidation or bullying, such acts are grounds for indefinite or permanent expulsion from the camp.
7. CUE is a DRUG, alcohol and WEAPON free zone. The use, possession or selling DRUGS (including marijuana) and/or alcohol and/or WEAPONS is strictly prohibited and is a SERIOUS OFFENSE. The matter will be reported to the police and is grounds for immediate expulsion from the camp.
8. Residents and Others are expected to obey all local, state, and federal laws. Criminal conduct, such as theft, is strictly prohibited and is a SERIOUS OFFENSE. The matter will be reported to the police

and is grounds for immediate expulsion from the camp.

9. Each individual is responsible for all their own personal belongings. CUE Staff and volunteers will respect the privacy of Residents' personal belongings and living space, provided, however, in the case of suspected possession of drugs, alcohol, weapons or stolen property in violation of this Code of Conduct or of the law, CUE staff or volunteer may request a resident's consent to search his or her belongings or tent. If the resident does not give consent to a search of his/her belongings or tent, the CUE staff or volunteer may notify law enforcement.
10. Smoking is permitted in the designated smoking area only.
11. It is the responsibility of CUE residents individually and in community to keep the camp space clean.
12. Medications are the responsibility of each individual. Any resident possessing prescription medication must be able to demonstrate that they possess a valid medical prescription for the medication. In the absence of a valid medical prescription, such possession will be deemed a violation of this Code of Conduct.
13. GOOD FAITH REPORT: Any person may report a suspected or known violation of this Code of Conduct to CUE Staff, CUE volunteer, or directly to the BOD. The report must be made in GOOD FAITH and not for the purpose of harassment, intimidation, or bullying. Should it later be determined that the report was not made with GOOD FAITH or for the purpose of harassment, intimidation, or bullying, such a report shall be deemed a violation of this Code of Conduct and constitute grounds for indefinite or permanent expulsion.

The undersigned Resident acknowledges that he/she has read (or has had it read aloud to him/her) this Code of Conduct, understands it and agrees to abide by it for the duration of residency.

NEW RESIDENT Printed Name: _____

NEW RESIDENT Signature: _____ Date: _____

Camp Supervisor Printed Name: _____

Camp Supervisor Signature: _____ Date: _____

DEFINITIONS

"Bullying" – The repeated, unreasonable, actions of individuals (or a group) directed towards an individual (or a group), which is intended to intimidate, degrade, humiliate, or undermine, or which creates a risk to the health or safety of the individual. Bullying behavior creates feelings of defenselessness and injustice in the target and undermines confidence. It may involve abuse or misuse of power. Examples of bullying:

- Blame without factual justification.
- Being treated differently from the rest of a group.

- Being sworn at.
- Exclusion or social isolation □ Being shouted at or humiliated.
- Unwarranted or invalid criticism.

“Expulsion” – is a consequence imposed by the CUE community and the CUE Board of Directors, for conduct that is determined to warrant that the resident be excluded from the CUE camp for an undefined period of time. Factors that will be considered in making this determination will be:

- Seriousness of conduct.
- The resident’s history.
- Whether lesser sanctions have been previously imposed.
- Whether the conduct was related to any harassment or bullying of a Resident or Others because of his or her race, ethnic origin, religion, disability, gender or sexual orientation or to any other harassment.

“Good Faith Report” – means an honest intent to make a report based on facts reasonably believed by the reporter to be true.

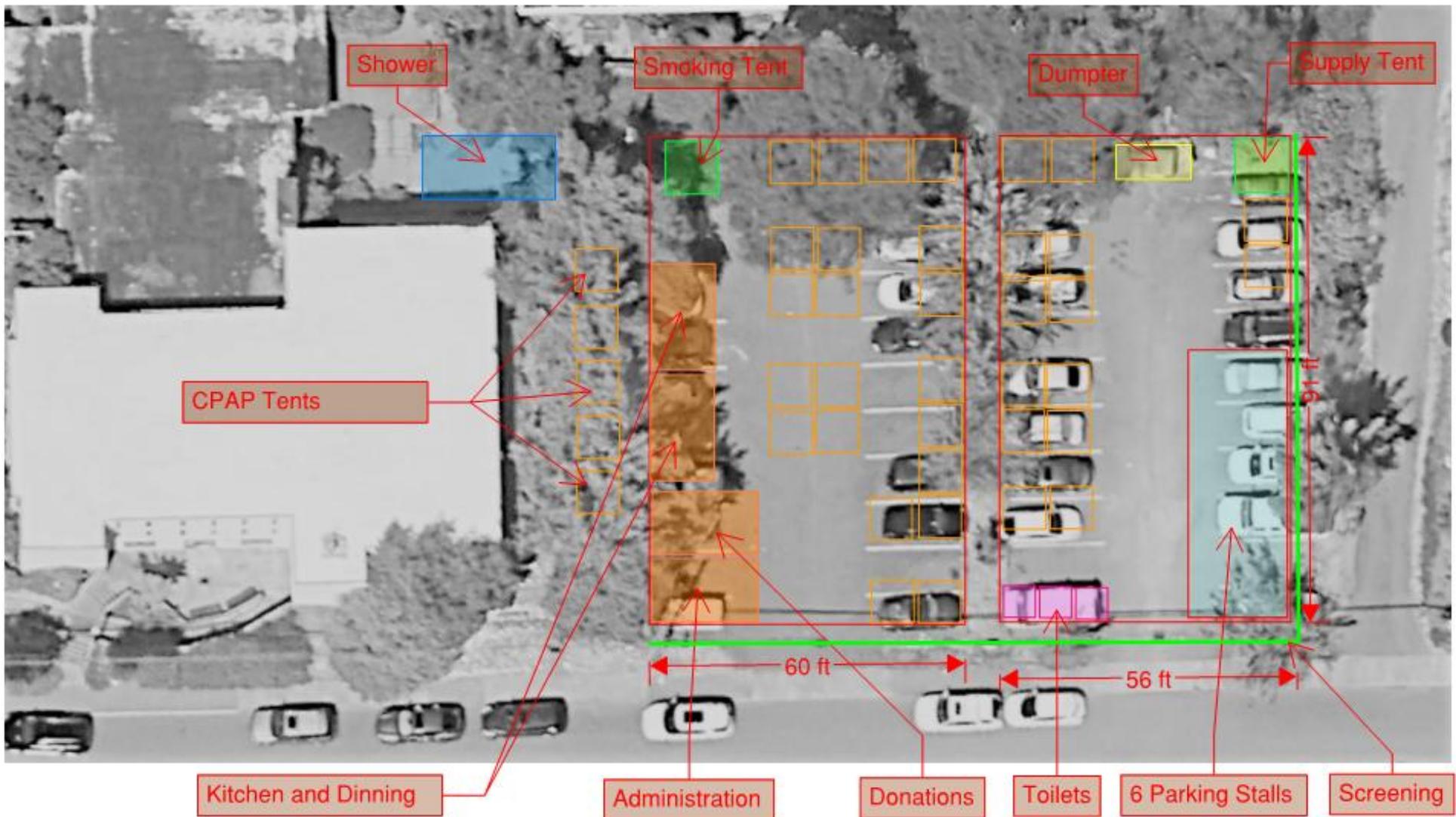
“Intimidation” – means where by words or conduct a person places a resident in fear of bodily harm, damage to property, physical confinement, restraint or retaliation.

“Physical Violence” — means the physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, sexual assault or stalking.

“Serious Offense”— An individual committing a SERIOUS OFFENSE, is subject to immediate and indefinite or permanent expulsion from the CUE camp.

“Threat” – means to communicate, directly or indirectly, the intent immediately to use force against any person who is present at the time or to cause bodily injury, damage to property, or physical confinement or restraint.

“Weapon” – means any item deemed to be capable of inflicting bodily harm or physical damage, including any firearm, switchblade, and any knife in excess of 3 ½ inches long.



Site Plan
9-27-2020