

Space for Artists 2002



City of Seattle, Greg Nickels, Mayor
Office of Seattle City Councilmember Nick Licata
Seattle Office of Housing
Seattle Arts Commission
Department of Design Construction & Land Use

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Cover Art: Gloria DeArcangelis
Courtesy Seattle Arts Commission



Working artists are a vital, vibrant and diverse part of Seattle's past, present and future.

In City government, we recognize that artists need what other working people need: an affordable home. We recognize, too, that artists have unique housing

requirements: they may need open, loft-style spaces to paint, sculpt or choreograph performance. They may need soundproofing or extra storage space for their work.

Artists are often the first to populate a distressed or underdeveloped neighborhood. If the neighborhood becomes popular and economically successful, like Belltown and Pioneer Square, rents often are no longer affordable for lower-income artists.

I believe it is good civic policy to be creative about nurturing our arts scene by providing some housing stability. I will work on several fronts to develop innovative solutions to the arts housing challenge.

The Seattle Office of Housing has been a leader in advocating for imaginative housing developments that serve both as home and workplace for artists. Two City-funded artist housing projects have opened, and others are in the planning stages.

The arts nourish the heart and soul of our city, and are integral to what makes Seattle beautiful. Artists are vital partners in building a great city and a catalyst to bridging gaps between people. We must maintain a healthy arts community and ensure that artists have affordable spaces to live and work.

A handwritten signature in black ink, which appears to read "Greg Nickels". The signature is stylized and fluid.

Greg Nickels
Seattle Mayor



When I lived in one of Seattle's first cooperative homes, PRAG House on Capitol Hill back in the early 1970's the term "affordability" was mostly unheard of. If one worked full time, one most likely could afford a house in pretty much any neighborhood. Times have changed.

Today, most housing discussions raise the issue of affordability. Families and individuals earning three times the State's minimum wage are hard pressed to afford the average price of a rental apartment or home in Seattle, and more working families find themselves homeless. Although federal, state, and local assistance programs help many people find typical living spaces appropriate for families and individuals, these programs often cannot help the artist whose living space and work space (sometimes one in the same) have atypical requirements.

The nature of most artists' work involves large, open, natural light-filled spaces, sometimes requiring powerful ventilation and load-in capacity not found in most common residential spaces - all challenging to build economically, especially in Seattle. It is important, I believe, that real estate prices do not continue to push Seattle's artists and arts organizations out of town or, worse yet, out of existence.

Because of their importance to our community, working artists must also be considered for housing assistance. In addition to their obvious cultural and esthetic contributions to our lives, artists significantly improve the health of a city's economy. As the study by GMA Research Corporation on the economic impacts of the arts on Seattle in 1997 reports, over 11,000 jobs, \$267 million in business sales, and \$142 million in labor income were generated by artists and arts organizations that year.

This handbook -- describing the many ways artists can find or create affordable spaces - grew out of my sponsorship of a number of artist-focused events, such as the 1998 Neighborhood Arts

Conference, the 1999 and 2000 Seattle Neighborhood Arts Celebrations, and the 2001 Roundtable Discussion on Artists' Space. These gatherings and many conversations with individual artists helped me understand that an artist's live/work space is significantly different than low-income housing and that live/work spaces are in short supply in Seattle. But, they can be found. Although this publication may not lead every artist who reads it to an inexpensive space, it can be used by most to identify government and private assistance programs as well as to organize with fellow artists to create affordable art-making spaces in Seattle.

I wish to thank Cathryn Vandenbrink, Cynthia Parker, Bart Becker, Rick Krochalis, Alan Justad, Susan Trapnell, Barbara Goldstein, and Frank Video for their support and hard work. Without their help, Space for Artists 2002 would never have been published.



Nick Licata
Seattle City Councilmember



Photo: Gretchen Williams

Stealin' Home—Gloria DeArcangelis



Photo: Frederica Merrell

Introduction

Artists need space to create their work. Secure affordable space supports creativity. City Government looks for ways to encourage and promote an active artistic community because it values the aesthetic and economic contribution artists make to the lives of its citizens. Space for Artists, 2002 is intended to provide some tools to help artists and arts organizations determine their own destiny.

This handbook was first written in 1980 to address the needs of a group of artists who wanted to buy an existing building and renovate it for living and working. Twenty years later, Seattle artists and arts organizations continue to face challenges in finding affordable, stable space. For 2002, we have broadened the scope of the handbook to address the needs of both arts organizations and individual artists who want to lease or own the space in which they will live, work and/or perform. This handbook provides resources and attempts to answer questions that address the complexities of creating space for artists and arts organizations.

The crisis over art space in Seattle is worsening. Pioneer Square, Belltown, Fremont, Capitol Hill and other neighborhoods that once provided low cost space for artists to live, work and perform have become high rent districts for businesses and condominiums. However, there are tools available to help build sustainable communities for artists. This primer on developing space for the arts is a step toward securing artists and arts activities in our Seattle neighborhoods. The City's goal is to stabilize its arts community with long-term affordable options through stable leases and through individual, cooperative and/or nonprofit ownership. Over the last few years a number of important actions were taken, bringing the City closer to realizing this goal.

In 1997, in response to the Polson Building fire and evictions of artists from their spaces in Pioneer Square, the Pioneer Square Community Development Association, the Seattle Arts Commission, the King County Arts Commission and Historic Seattle held a symposium to analyze the feasibility of creating artist live/work housing on three publicly owned properties in the Pioneer Square Historic District. Artists, architects, developers, bankers and heads of Seattle's city departments were invited to take three properties, the Tashiro/Kaplan Buildings, the Alaska Building and the North Kingdome Parking Lot through the development process. (Pioneer Square, A Place for Artists is available through the Pioneer Square Community Development Organization, see page 69.) Three projects were analyzed and three

are currently in development:

- Arts & Lofts, proposed for the North Kingdome Parking Lot is in development in the Jackson Place Community at Hiawatha Place;
- The Tashiro-Kaplan Building, surplus by King County in 2000, are being developed as 50 units of affordable housing for artists by Artspace Projects, Inc. and the Pioneer Square Community Association; and
- The Alaska Building, owned by the City of Seattle, is scheduled to be surplus in 2007 and may present an opportunity for artist housing and space for arts organizations.

In 1999, the Seattle Arts Commission presented a forum for artist housing bringing together artists and community members interested in preserving or creating artist spaces in neighborhoods throughout the city. Panels presented best practices, building code and zoning issues to consider and opportunities for arts development in our communities.

In 2001, Seattle City Councilmember Nick Licata hosted a roundtable discussion on artists' space and sponsored the re-issuance of this handbook. Allied Arts sponsored a workshop on the development of arts and cultural districts. Artist Trust developed a report following the February 2001 earthquake *Artists Quake Aid* that pointed to a number of long-term solutions to the artist space crisis.

All of these efforts are making a difference. We urge you to read this handbook carefully and become involved in your community. The art space crisis is not something that has simply happened to artists. Although there is a citywide shortage of affordable workspace and housing, you can do something about it. We designed this handbook so that it might help you take action. So, take action!

Cathryn Vandenbrink
Artist Housing Consultant

Frank Video
Legislative Aide to Seattle City Councilmember Nick Licata

Barbara Goldstein
Seattle Arts Commission

Bart Becker
Seattle Office of Housing

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Seattle Department of Design, Construction and

Land Use

Introduction to 1980 Artists Housing Handbook

This handbook has been prepared to help artists interested in securing space in which to live and work. Traditionally, artists have managed to find space in the less desirable nooks and crannies of the world's cities. In all too many cases, however, the artist who finds inexpensive space in an out-of-the-way neighborhood has been the harbinger of a phenomenon called "gentrification." The pattern is a familiar one—first come the artists, then the galleries, shops, restaurants and higher-priced housing. And all too soon the artist—the urban pioneer—is forced to look for a new wilderness

Real estate development is a complicated process requiring the assistance of many professionals. Rising property values and construction costs may require a group effort even if the project undertaken is in an "undiscovered" and relatively less expensive area. Some artists may have the resources to go it alone. In Seattle and many other cities, joint ventures are a financial necessity. Although the material included here may be helpful to individual artists, the types of projects anticipated will probably require a level of resources—financial and human—that will demand the contributions of a group.

This handbook is intended to provide housing and workspace information to artists who want to get involved in the development of their own living and working spaces. As used here, developing your own space can mean anything from securing a long-term lease to purchasing a building and doing all the construction work yourself. These approaches, all varieties of self-help housing, are an alternative to month-to-month tenancies and short-term leases. For an artist, the loss of a studio can be even more devastating because it may serve not only as home, but also as workspace. An emphasis has been placed on the development of housing because it's so difficult. Much of the information will also be useful if the objective is to create workspace only.

A handbook can't provide answers to all of the questions that you will want or need to ask. Your attorney, banker, architect and a city building department staff person are just a few of the professionals whose help will be required. Instead, the handbook tries to ask many of the questions that will have to be raised before undertaking such a venture and while it is being carried out. It also identifies some resources that can help you to find the answers and attempts to explain how the answers you will find can be used to help determine whether or not to proceed with a particular project and, if so, how to successfully carry it through.

Vivian Kahn

Larry J. Mortimer

Dan Carlson

Space for Artists

An artist is a person who is regularly engaged in the visual, performing or creative arts as demonstrated by a body of work. Artists have a range of needs depending on their artistic medium, income level and family size. Some artists need a separate workspace in an industrial zone while others may want to convert a garage into a studio.

Whether working individually or in a group it is important to analyze one's living and working needs. Living space preferences and artistic needs will affect the areas in which to look for space and the type of building likely to be suitable.

The Individual Artist

A professional artist may maintain a studio as accessory to his or her dwelling in a residential zone if the home occupation standards of Section 23.47.025 are met. (See Appendices Index on Page 65, Department of Design Construction and Land Use (DCLU) Client Assistance Memo 236) There may, however, be restrictions prohibiting



Photo: Gretchen Williams

Harbor Lofts—Pioneer Square

some activities because of their noise, dust, or use of certain materials or equipment. When the work includes equipment or materials that require an industrial zoning the individual artist may lease or purchase workspace in those areas either alone or with a group of artists. The City of Seattle Land Use code allows artists to live and work in industrial zones in buildings that existed as of October 5, 1987.

A Group of Artists

A group may wish to develop space as live/work, work only or rehearsal/performance through lease or ownership. Depending upon the type of art in which the group's members are involved, there may be some limitations upon the areas in which a project could be developed. Glass blowing and welding are obvious examples of activities that are restricted to certain zoning districts. Even in a manufacturing zone, some activities might be prohibited if the building were too close to a residentially zoned area. The inclusion of activities that are open to the public, such as gallery or classes, can affect building, parking and location requirements. In some cases the establishment of "assembly occupancy" will be required for such public activities. Starting at 50 occupants, assembly occupancies add additional substantial and often costly building code requirements related to fire and other life safety concerns, including the need for additional exits.

An Arts Organization

An arts organization, whether it is a support organization or a performance organization, faces many of the same space challenges that the individual artist faces, escalating costs and lack of security. An organization must look carefully at its fundraising abilities and income-producing ability before committing to purchasing a property for renovation or new construction. Those organizations that have reached a level of fiscal maturity may want to secure their future by purchasing space in which to conduct business. For other organizations a long-term lease could provide access to funding sources for tenant improvements without creating significant debt.

Live, Work & Performance Spaces

Artist Live/Work Space

An artist's studio/dwelling is a combination working studio and dwelling unit for artists. An artist's dwelling unit consists of a room or suite of rooms on one or more floors designed for and occupied by not more than one family and including adequate working space reserved for the artists or artists residing therein. Artist Live/Work spaces can take the form of rental units, condominiums, cooperatives, or owner-occupier. One of Seattle's earliest and most successful examples of artist-owned cooperative live/work housing is the Sunny Arms Co-op, 17 artist live/work lofts in the Duwamish industrial area, developed in 1989 by artist Karen Guzak along with a number of other dedicated artists.

Low-Income Housing

Many artists in Seattle qualify for very-low and low-income housing according to federal guidelines for eligibility and affordability. Traditional low-income housing does not provide a workspace or living space with the flexibility to accommodate an artist's work process. Some low-income artists who do not have need for a large workspace can find affordable housing with Seattle's low-income housing providers (See page 70). Seattle is fortunate to be home to a growing number of low-income live/work artist projects throughout its various neighborhoods.



Photo: Gretchen Williams

Good Shepherd Center

Existing

Harbor Lofts: Artists have always been a major thread in the fabric of Pioneer Square. As rising rents in the Nineties squeezed artists out of downtown neighborhoods, planners in Pioneer Square began looking for ways to create affordable artists' housing. In 1998, Harbor Lofts opened at 2nd & Yesler providing 11 unique live/work spaces for artists. The Harbor Lofts residents meet income guidelines and are interviewed by a tenant selection committee.

Good Shepherd Center: Added in 2002 to the top floor of the circa 1906 Good Shepherd Center, these apartments are for artists earning 50% or less of the area median income. The building is owned by Historic Seattle and has a history of arts uses from the Factory of Visual Arts in the 1970s to the Pacific Northwest Ballet School in the 1980s. There are 6 artist live/work units on the top floor of this beautiful historic building in Wallingford.

In development

Tashiro Kaplan: Artspace Projects, Inc. of Minneapolis is perhaps the best-known developer for the arts. They own and operate eight artist live work housing projects nationwide. In Seattle Artspace Projects is partnering with the Pioneer Square Community Association to develop the Tashiro Kaplan buildings into 50 units of affordable housing for artists and their families, office and gallery space for King County Office of Cultural Resources and commercial space for arts uses.

The Cooper School: The Delridge Neighborhood Development Association is working on plans to redevelop this former elementary school with a mix of artist housing and community space. An in depth community study resulted in a call for an arts focus in this project.

Arts &
new con-
income loft-
to be suppor-
with home-



Lofts: Plans call for
struction of mixed-
style spaces designed
tive of creative people
based businesses.

Leasing Space

If purchasing a property is beyond one's means, leasing may provide some long-term predictability. **READ AND UNDERSTAND THE LEASE.** If one does not understand one's rights, responsibilities and all the costs involved in a lease, assistance from the Washington Lawyers for the Arts should be sought. (See page 69) Knowing everything about the property, the current market and the existing lease can help negotiate a better lease. Understanding the terms:

Lease—a contract between the owner of real property, the landlord and the tenant, for the tenant's exclusive use of that property for a specific period of time.

Year-to-year tenancy—allows tenant to occupy premises for a number of years; has a clearly defined period of tenancy for 12 or more months.

Month-to-month tenancy—allows tenant to occupy premises for one month at a time; has no clearly defined period of tenancy other than to run for thirty days at a time.

Gross lease—Tenant is obligated to pay a fixed sum of money; landlord is obligated to pay all utilities, costs of maintenance, property taxes and insurance.

Graduated lease—Similar to the fixed lease but it provides for periodic increases in rent either for a specified amount or for a "to-be-determined later" amount, such as a cost of living index.

Triple net lease—Tenant pays a fixed amount of rent, plus all other landlord expenses: property taxes, maintenance, insurance, utilities, repairs, etc.

Sublease—Tenant leases a portion of space to another tenant.

The Landlord is obligated to permit continued use of the premises. In a commercial lease if the Landlord promises to do certain things, those promises need to be in the lease agreement. The Tenant is obligated to pay all rent and utility charges, use the premises for purposes and times agreed to, have insurance coverage, have landlord's written consent before undertaking renovations and have written consent from Landlord before sub-letting. (See sample lease on page 33)

Remember that improvements made to leased property belong to the Landlord. All required building permits should be obtained from the Department of Design, Construction and Land Use to insure that any changes are safe and legal.

Buying Space

The most important part of developing an artist space project will be the team members.

Those who will manage the development project:

- Individual artist
- Group of artists with designated point person
- Director of nonprofit
- Boardmember of nonprofit
- Professional developer

The professionals needed to purchase and develop a property:

- Realtor
- Architect
- Structural Engineer
- Attorney
- Contractor
- Banker

Decisions about how a project will be operated should be made even before the transaction to acquire the property is completed. A decision such as whether to organize as a condominium or a cooperative can affect the type of financing obtained. Even if this is not the case, the development group will need to estimate the total monthly costs for operating the building, as well as the costs to participants.

The form of ownership selected will affect the amount of monthly payment required of each individual group member, tax liability—both individually and collectively—the way that the project is managed and legal entanglements in the event of the death of a group member. An attorney will have to explain what the advantages and disadvantages of the following and other approaches will be depending upon the group's specific situation.

Two or more individuals who may be involved in a partnership, but don't necessarily have to be, may hold property as tenants in common or joint tenants. Joint tenants must have an equal interest or share in the property. If a tenant in common dies, his or her share will pass to heirs or others designated in a will. Upon the death of a joint tenant, however, the surviving tenant or tenants will automatically take over the deceased partner's interest.

Cooperatives and Condominiums

Cooperatives and condominiums technically do not buy property. Rather, they represent a method of organizing ownership.

In the typical condominium situation the sponsor, which could be a corporation, a partnership or limited partnership, will sell to the purchaser a unit in the building, together with an undivided interest or right of use in all common areas. Individual owners are taxed separately for their own units plus their share of the common facilities. They are also individually responsible for meeting monthly payments. Of course, the organization of the condominium and the sale of units must comply with state statute providing for and regulating the condominium form of ownership.



The State of Washington's Horizontal Regimes Act requires that a detailed declaration be filed with the appropriate county describing the project, how the units will be marketed, how the owners association will be organized, and so forth, before the development can occur. In addition, the City of Seattle has an ordinance regulating the conversion of existing residential rental units to either condominiums or cooperatives. Most attorneys who handle real estate will be familiar with the state's requirement and information on the city ordinance is available from the Department of Design, Construction and Land Use.

Management of the common areas in a condominium, as well as other matters that affect all owners, are handled by a homeowner's association with voting based on the value or size of an individual member's unit.

Although condominium homeowners associations are usually chartered as nonprofit corporations, the Internal Revenue Service has not been recognizing them as tax-exempt entities in some cases. As a result, funds set aside as a maintenance reserve and other income that the group receives could be taxable. If a large amount of space is set aside as a common work area, thereby making it tax-deductible, the situation could become particularly complicated. Either an accountant or an attorney familiar with condominium practices could probably explain the significance of the Federal rules.

A cooperative differs from a condominium in that a corporation owns the entire property, including individual units. The cooperative corporation then sells shares in the corporation to the “tenants” who own what is called a proprietary lease. In many nonprofit cooperatives, corporate regulations restrict the price at which these leases can be resold. This could help to insure that the building remains available to artists with lower incomes. Although such a restriction could probably be imposed on a condominium as well, it’s a less common approach in that form of housing.

Unlike a condominium, cooperative units are not taxed individually because they are not individually owned. Individual shareholders, however, can deduct from their taxes an amount equal to their share of the interest being paid on financing for acquisition and renovation. Cooperatives owned by non-profit corporations or non-profit housing development corporations would appear to be in a more favorable position than condominiums relative to federal tax requirements. To be sure, however, an attorney and/or accountant should be consulted.

In a cooperative, the corporation is responsible for payments on the loan, property taxes and so forth. This means that a single cooperator’s failure to meet a share of the payments could jeopardize the entire project. On the other hand, if the income of individual members is erratic, but the group as a whole will likely be able to meet payments, the cooperative approach can be useful. If one group member is unable to make a contribution in cash, for example, it might be made up in sweat equity, so long as the rest of the group can make up the difference.

The conversion of an existing residential rental building to a cooperative is described in Seattle’s 1990 Condominium Conversion Ordinance # 115105. Registration under the State Horizontal Regimes Act is not required, although the corporation itself would have to meet the applicable state requirements for corporations.



Building Management and Expenses

An artist live/work or workspace building requires cooperation from the tenants to operate successfully. A good working set of rules and regulations can help tenants avoid conflicts by understanding what is acceptable in their particular situation. (See sample Rules and Regulations on page 43.) Artists may also want to institute Artist Peer Review to select tenants. (See sample Artist Selection Process on page 39.)

Someone will have to make sure that the rents are collected, bills are paid and vacant rental spaces are filled as quickly as possible. All but the smallest group will probably need to rely upon a professional accountant for preparing tax returns and keeping the building's books, but non-financial management activities and maintenance can probably be handled by group members in most projects. Professional management firms can be hired to take care of tasks like rent collection, hiring maintenance personnel and keeping the books. They usually charge a fixed percent of the total rent for their services.



Monthly payments on mortgages and rehabilitation loans will be the largest portion of monthly expenses. A conventional lender may require that in addition to servicing the loan, an additional payment is made to cover a prorated share of property taxes and insurance. But these should be added in even if they're only paid on an annual or semi-annual basis. A reserve fund to cover major repairs is also important – especially in an older building where there may be a need to replace the roof, water heater, and furnace or make other repairs not accomplished as part of the initial renovation.

Calls to a few agents will provide an indication of insurance costs. Information about maintenance costs for different kinds of buildings can be found in the Business Section of the Seattle Public Library in reports issued on a regular basis by groups like the Building Owners and Managers Association and the Institute of Real Estate Management.

Monthly utility expenses will include at least power, water, sewage and garbage service, all of which are provided by the City of Seattle. Depending upon the organization of the artist space building, the type of heating system and the amount of space devoted to common use, the artist group as a whole will probably also have to cover at least part of the cost of lightning and heating. In some cases it might actually be easier to handle all utility costs on a joint basis. In estimating future operating expenses, the utility costs that were actually paid before rehabilitation are not necessarily a useful guide. However, Seattle City Light and Puget Sound Energy representatives may be able to provide estimates in response to particular levels and types of improvements.

Purchasing and Developing Space

Whether artists form a group or an organization of at least two or three individuals—probably more if it's a larger venture—they should be willing and able to devote substantial energy and time to project organization. This would include convening meetings, calling realtors, talking with bankers, confirming code requirements with DCLU and so forth. A formal structure won't be needed for every group. In many cases, it will probably help if one person is clearly identified as the chair, leader or key contact person. Another person should be designated as alternate leader and other specific assignments can be shared among the remaining members of the group (e.g. scout buildings, draft letters to foundations, etc.).

What kinds of skills do individual artists or does an artist group possess? Roughly half of the total cost of a renovation project will be for labor if licensed contractors perform all of the work. For individual tasks the proportion will vary. Demolition is an example of one activity where virtually the entire cost is for muscle-power. Masonry and finish carpentry are other activities with high labor costs. When it comes to installing skylights or laying flooring, however, the cost of materials may be several times the labor cost. There is no requirement to use licensed plumbers or electricians for improvements to a building that is owned if the owners do the work. A tenant may also obtain an electrical permit on his or her own or do plumbing work if a permit is first taken out by the building owner. Building inspectors and City Light Inspectors can be very helpful here. They will not only closely examine completed work, but will often provide good free advice, especially if asked before work is started. Plumbing and electrical supply stores will also be able to provide lots of good free advice to help decide if certain work should be attempted and, if so, the best ways to handle it.

Even if the artist group is not able or willing to undertake a substantial amount of the renovation itself, money can still be saved by managing the construction and hiring individual contractors (e.g. electrician, plumber, carpenter, etc.), instead of relying on a general contractor. This can save 15 to 25 percent.

Remember that it will probably take considerably longer to do the work oneself. And one will probably still need to pay the monthly mortgage payments on the space, even if it's not ready to be occupied.

By law a building is not supposed to be occupied until the Land Use and Building Codes regulations have been complied with, including

fire and life safety requirements. In some cases, if rehabilitation financing is being obtained from a conventional lender, for instance, it may not be possible for the artist group to do much of the renovation unless some members have demonstrated ability to undertake such work.



Photo: Frederica Merrell

Sev Shoon—Ballard

Codes and Zones

The City of Seattle has a variety of building codes providing minimum standards intended to protect public health and welfare through regulation of construction, quality of materials, maintenance and other concerns. There is a considerable amount of overlap among these requirements. Both the Fire and Building Codes, for example, deal with fire resistance requirements. The Housing Code includes many of the Building Code's stipulations as well as rules governing landlord-tenant relations and other matters related to buildings used for human habitation. At this stage of a project, the Building Code will be the most important source of information about construction requirements. The Land Use Code, which is discussed later, concentrates on use requirements.

In addition to structural problems, some of the deficiencies that might have to be corrected to meet the Building Code are stairs that are too steep or narrow, too small rooms, inadequate light and ventilation and inadequate sanitation facilities. In order to obtain a building permit and a use permit, if the building is being converted from some other use, plans will have to be filed with DCLU showing what steps will be taken to eliminate such problems. Depending upon the nature of the deficiencies, it may be illegal to occupy the building until the corrections are certified by the DCLU. Since the Fire Code is administered by a different city agency — the Fire Department — it's necessary to contact both departments. Some of the things that the fire and building inspectors will be looking at are the construction of partition walls, number and location of exits, alarm systems, fire extinguishers and sprinklers systems. The Fire Department in particular will be concerned about activities that require the use of flammable materials and plans for the storage of such goods.

The Seattle Land Use Codes allows artist studio dwellings in all zones with varying requirements. For instance, in single family and multi-family zones, artist studio dwellings are allowed as long as the work conforms to home occupation standards. (See page 65, Client Assistance Memo 236) In commercial zones buildings devoted solely to this type of use will require a conditional use. In industrial zones, this type of use is allowed only in buildings in existence as of October 5, 1987, and again by conditional use. In addition, artists who are building caretakers can also live in industrial zones without receiving special permission.

The Land Use Code defines an artists studio dwelling as:

A combination working studio and dwelling unit for artists, consisting of a room or suite of rooms occupied by not more than one (1) household.

The best way to avoid ending up with a building that can't feasibly be used is to buy enough time to test the waters. Developers of large projects, for example, often obtain options to purchase property. In this way, if it appears after a few months that the project cannot be accomplished as planned, the developer is not obligated to proceed with the purchase. Another possibility, particularly if the sale is being conducted with a real estate contract, is to condition the purchase on obtaining a rezone, variance or other approval needed to carry out the project as planned.



Photo: Gretchen Williams

Harbor Lofts—Pioneer Square

Determining Costs

Building Cost

The ultimate cost of any development project will be the total of several components—the sale price of the property (including closing costs), the cost of borrowing money and the cost of construction are the major ones. While these costs will also be reflected in the amount of a group's monthly expenses, monthly expenses will include other items such as maintenance, management and taxes. At this point we'll limit our consideration to up-front costs.

Construction Cost

Part of the costs of construction will occur even before the actual renovation work can begin. Examples of these pre-construction costs are legal fees, architect's fees and building permits. These costs will vary from one project to another depending upon the amount of professional advice used, the resourcefulness of the group in seeking out free advice and the size and complexity of the project.

Fees charged by professionals do vary, so it will probably pay to shop around. Lawyers normally charge by the hour, while most architects and engineers are willing to state a flat fee (a bid), an hourly rate or percentage of the construction costs. Building and electrical permit fees are based on the value or extent of the work to be done. (Current building and electrical fee schedules are available from the Department of Design, Construction and Land Use.)

Without a crystal ball it's impossible to tell exactly what the final cost of construction will be. Cost estimating is particularly tricky for renovation because there are often problems that remain hidden until work gets underway. With a reasonably good idea of one's goals and the required regulations for a space project, it is possible to come up with a usable estimate. Even if plans are still incomplete it's still useful to develop a rough estimate for:

- Demolition
- Roof
- Foundation
- Electrical
- Plumbing
- Mechanical
- Windows and doors
- Elevator
- Sprinkler system

The roughest estimate will be based on a cost per square foot figure. The Business Section of the Central Library will have real estate research reports and other references with current information for different types of construction. The homebuilders association may also be able to explain current costs per square foot of renovation.

It's also a good idea to discuss plans with DCLU staff before applying for a permit. He or she can often suggest shortcuts and spot potential code problems before they become serious. Could the property have any hidden costs? The King County Assessor's Office can help determine if the property is located in any special assessment districts. Are there any easements on the property?



Photo: Lezlie Jane

Sunny Arms—Georgetown

Financing A Project

Real estate financing is a very complicated business. Start by meeting with a local banker. Unlike some of the other professionals encountered when involved in a project, a banker offers advice without charge. Even if one is not completely sure what questions to ask, it will be worth a trip just to explore the possibilities. Once the banker understands the objectives and situation, he or she will be able to help frame the necessary questions.

A word of caution – instead of just dropping into a neighborhood branch bank, call the real estate or mortgage loan division at the central office. That is where most of the real estate expertise will be and, what's more, it is likely to be where the ultimate decision will be made if it is decided to make a formal application. Whether buying a house or a building the lending institution will want to know the purpose of the loan, how much money is needed, when the funds are required, how long the funds will be held and how repayments will be managed. It is a good idea to enlist the help of professionals such as development consultants, nonprofit development partners, accountants, attorneys or others in order to better understand all potential financing options.

Savings and loan associations and mutual savings banks will usually be the most liberal in evaluating the buyers' qualifications and appraising the property. Both generally specialize in residential property. The loan available will probably be for 75 to 90 percent of the appraised value depending on the property, the type of loan and the applicant's financial situation.

If a substantial amount of renovation is needed, financing may occur in two steps. The first step is interim or construction financing and is obtained to cover the acquisition and renovation costs for a period of 18 months or more depending upon how long construction will take. The loan amount will be based on a percentage of the anticipated value of the property after renovation is completed and the interest will often be higher than it would be for long-term financing because of the risks involved in construction. With construction financing the developer normally draws on the loan funds as the work proceeds instead of receiving the entire amount at one time. Usually a down payment of at least 25 percent of the value after renovation is required.

The second step involves permanent financing and is made available after the work is completed, sometimes by the same lender that provided interim financing. If not provided by the interim finance lender, the group may have to go shopping for another loan after the renovation is finished. Since interim financing will usually require a higher interest rate, refinancing can be advantageous to the buyer. Once construction is completed, the group may also find that the project is worth even more than originally anticipated. This may make it possible to use the increased value (equity) to reduce the cash contribution needed for a new loan.



Photo: Lezlie Jane

Sunny Arms Studio

Health and Safety

Artists often use toxic materials for their creative work. It is important to know what materials are being used, how to use them safely and how to dispose of them safely. Artists are probably producing hazardous waste in the form of leftover paints, dyes, inks, pesticides, solvents or other products that come with labels that say “Caution”, “Danger” or “Hazardous”. (See page 68 for whom to call to receive more specific information on hazardous waste management).

Chemicals or processes involving paint and solvents may cause harm to the artist, family members or artists in neighboring spaces. Many materials commonly used in producing art can be dangerous and/or toxic if not handled properly. Consider the answers to the following questions:

- Does the artist have an adequate supply of fresh air in their work area?
- Is the artist’s living area protected from hazardous materials?
- Does the artist have Material Safety Data Sheets (M.S.D.S.) for the different products being used? (These are available where products are purchased and provide important information about safe use and disposal methods.)
- Does the artist wear protective clothing, eyewear, ear protection and respirator?

Remember, as an artist, it is extremely important not to take chances with one’s health or with the health of others.



Courtesy of Icon Pentron

Arts & Lofts—Jackson Place

Fire Safety Checklist

Seattle Fire Department

Building codes and fire codes were created to protect everyone's health and safety. We all know the standard drill on smoke detectors and fire extinguishers. Is there an emergency exit plan for the space in case of fire? Is the electrical supply adequate for the work being performed? Rather than wonder if a living and/or working space is safe, request an inspection from the fire department and follow the suggestions they provide. Their experience can save lives.

Make sure every artist space has the following built-in safety features to ensure safety:

Smoke Detectors

All homes should be equipped with working smoke detectors. There should be at least one on every level of the home. Battery powered smoke detectors should be tested every month, and batteries changed at least once a year.

If residing in an apartment, it is the resident's responsibility to maintain the smoke detectors, while the landlord is responsible for providing working smoke detectors when residents move in.

Fire Extinguishers

Properly operated, fire extinguishers can help stop a small fire before it has a chance to grow out of control. Home fire extinguishers can be purchased from a hardware or home improvement store.

Evacuation Plan

Every resident should develop and practice a home escape plan that includes every member of the household.

Remember, even with these safety features, prevention is still the best strategy! Following, are some additional fire prevention tips to keep in mind:

Heating

- Do not allow baseboard heaters to touch any furniture or curtains.
- Have chimneys and heating systems inspected, cleaned and repaired prior to the heating season.
- Arrange all curtains near heating equipment so as not to touch the equipment
- Place all portable heaters at least three feet from bedding, furniture, and other flammable materials.
- Equip every fireplace with a sturdy metal screen

Keep an eye on heating equipment. Remember to turn portable heaters off and to allow fire to go out before leaving home or going to sleep.

Electrical

- Electrical service must be adequate for appliances and tools in use.
- Buy only electrical equipment that has the seal of a nationally recognized testing laboratory.
- Extension cords should not be used to support permanent electrical needs, add needed outlets.
- Use as few extension cords and plug adapters as possible.
- Use extension cords only out in the open, not tacked to walls, under rugs, or through doorways.

Each year in North America, hundreds of people die and thousands more are injured in accidents involving electrical fires or shocks.

Housekeeping

- Paint, varnish, and other flammables are stored in sturdy metal containers and in a cool place. (Varnish has a flash point of 95°F and could ignite if kept in direct sunlight)
- Practice good housekeeping by keeping all living spaces and work areas clear of papers, mattresses, broken furniture, and other combustible materials.
- Do not clutter exits, stairways, and storage areas with waste paper, empty boxes, and other fire hazards.

Most fatal fires start in the home. Following fire safe practices can protect household and property.

Kitchen

- Keep stoves and ovens free of grease to prevent the occurrences of a fire.
- In the event of a grease fire, the best thing to do is to put a lid on it.
- Always remain in the kitchen while the stove or oven is on. Never leave cooking unattended.
- Never use an oven to heat the space.

The reason most cooking fires happen is that someone has left the kitchen while cooking something on the stove.

Smoking

- Keep matches, lighters, and smoking materials out of the reach of small children.
- No Smoking In Bed is a very good rule for the home.

Fires started by smoking materials cause more fatalities than any other type of fire.

Smoke Detectors

- Smoke detectors are installed on a ceiling or high on the wall outside of the bedroom(s) on each level of the home. Consider putting smoke detectors inside bedrooms as well.
- Make certain that smoke detector batteries are changed once a year.
- Test and clean smoke detectors monthly.

A working smoke detector cuts the risk of dying in a home fire by nearly half.

Escape Plan

- Have a plan of escape showing two ways out of every room in the home or studio, especially bedrooms.
- Regularly practice an escape plan by holding fire drills in the home and workspace
- Label every phone with a 911 sticker and the space's address.

Workplace Fire Safety

Have a safe workspace, rehearsal/performance space and administrative offices by following the above prevention strategies.

If Fire Strikes

Sound the alarm to notify co-workers, no matter how small the fire, and then leave the area quickly.

Make certain co-workers are evacuating the area. Also make certain that 911 has been called and asked to send help.

If there is a lot of smoke, crawl low underneath it and test doors for heat before opening them. If one of the escape routes cannot be used quickly, go to the second exit.

Once outside, go to the assigned meeting place for building residents. The assigned meeting place is very important to know if anyone is still trapped in the building. Stay out of the way and do not go back into the building until told it is safe to do so.

Tenants/workers should

- Learn the locations of at least two exits from all work areas,
- Know where the nearest fire alarm is and how to use it,
- Post the fire department number on or near all phones and know the exact address of their workplace.

Landlord/Owner should

- Post building evacuations plans,
- Discuss evacuation plans with new employees, conduct regular fire drills and include disabled tenants/workers in the planning process.

What Next?

The information contained in this handbook was assembled in order to help guide and inform artists interested in creating their own space. As resources and contact numbers change, we will offer updated Appendices, which you can use to replace those that become outdated. What cannot be included in this or in any other artist space handbook, however, is the energy, drive, and commitment needed to successfully create spaces for artists.

Nevertheless, the authors hope that this handbook might serve to convey to you at least a sense of what it takes to create your own space aside from all the rules and regulations - the importance of knowing what you want and being persistent and determined enough to see space making projects through.

So, what should you do next? Start saving money, keep an eye out for appropriate spaces, keep an open mind as to what might constitute a worthy opportunity for a successful artist space, and be ready to jump in feet first for the long haul. Creating an artist space most likely will not be easy. But, when all is said and done, the space will be yours!



Photo: Cathryn Vandenbrink

NoodleWorks — artists studios

Acknowledgments

We are grateful to the many artists and interested citizens who helped us with our work. Special thanks go to the following people, city departments, artists and organizations for their contributions, without which the creation of this handbook would not have been possible:

Greg Nickels	Seattle Mayor
Paul Schell	Former Seattle Mayor
Nick Licata	Seattle City Councilmember
Frank Video	Legislative Aide to Nick Licata
Cathryn Vandenbrink	Artist Housing Consultant
Cynthia Parker	Seattle Office of Housing
Bart Becker	Seattle Office of Housing
Gretchen Williams	Seattle Office of Housing
Susan Trapnell	Seattle Arts Commission
Barbara Goldstein	Seattle Arts Commission
Rick Krochalis	Seattle Dept. of Design Construction & Land Use
Alan Justad	Seattle Dept. of Design Construction & Land Use
Jim Diers	Seattle Department of Neighborhoods
Karen Gordon	Seattle Office of Urban Conservation
Mary Jean Ryan	Seattle Office of Economic Development
Nathan Torgelson	Seattle Office of Economic Development
Gary Morris	Seattle Fire Department
Paul Fischburg	Delridge Neighborhoods Development Association
Casey Jones	Pioneer Square Community Association
Katie Kurtz	Sand Point Arts & Cultural Exchange
Jay Lazerwitz	Seattle Arts Commissioner
Barbara Courtney	Artist Trust
Kelley Lindquist	Artspace Projects, Inc.
Kurt Feichtmeir	Icon Pentron
Karen Guzak	Sunny Arms
Michael Fajans	Artist
Phillip Wohlstetter	Allied Arts
Beth Sanders	Allied Arts
Lois Graham	Union Art
John Chaney	Historic Seattle
Jaq Chartier	1426 S. Jackson
Mary Ann Peters	Noodleworks
Su Job	619 Western
Frank Worsham	Harbor Lofts
Doug Vann	Harbor Lofts
Tim Jones	Toronto Artscape



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Courtesy of Artspace Projects, Inc.

Tashiro Kaplan Building—Pioneer Square

SAMPLE ARTIST LEASE AGREEMENT

1. PARTIES AND UNIT:

The parties to this Agreement are _____ referred to as the Landlord, and _____, referred to as the Tenant(s). The Landlord leases to the Tenant(s) unit number _____ located at _____, Seattle, Washington 98_____.

2. TERM OF LEASE:

The initial term of this Agreement is for _____ year(s) beginning on the _____ day of _____, _____ and end on the last day of _____, 20____. The Agreement will continue month to month unless terminated as permitted by Section 19 of this Agreement.

3. RENT:

The monthly rent shall be \$_____, due and payable on the first day of each month. **The rent check shall be made payable to _____ and mailed to _____, Seattle, WA 98_____.** Charges for partial periods of occupancy shall be (1/30) of the monthly charge for each day in the partial period(s).

4. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:

If the Tenant does not pay the full amount of the rent shown in Section 3 by the end of the fifth day of the month, the Landlord may collect a fee of \$20.00 on the sixth day of the month. The Landlord may collect the actual bank fee on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this Section are in addition to the regular monthly rent payable by the Tenant. Acceptance of rent after payment is due does not waive prior violations of the lease provisions.

5. CONDITIONS OF DWELLING UNIT:

By signing this Agreement, the Tenant acknowledges that the unit is safe, clean, sanitary and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order. The tenant(s) also agree(s) that the Landlord has made no promises to decorate, alter, repair or improve the unit.

6. CHARGES FOR UTILITIES AND SERVICES:

The tenant will cover the costs of telephone, heat, gas, electricity, water, sewer and garbage.

7. SECURITY/DAMAGE DEPOSIT:

The Tenant has deposited \$_____ with the Landlord. The Landlord will hold this security/damage deposit for the period the Tenant occupies the unit. After the Tenant(s) has/have moved from the unit, the Landlord will determine whether the Tenant(s) is/are eligible for a refund of any or all of the security/damage deposits.

8. KEYS AND LOCKS:

The Tenant(s) agree(s) not to install additional locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant(s)'s request to install such locks, the Tenant(s) agree(s) to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant(s) agree(s) to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant(s) at cost for each key not returned.

9. MAINTENANCE:

The _____ floor lofts are self-maintained by the tenants. Tenants are responsible for cleaning and maintaining common areas such as bathroom, work sink and landing areas. Landlord will be responsible for the stairway.

10. DAMAGES:

Whenever damage is caused by accident, carelessness, misuse or neglect on the part of the Tenant(s), his/her family or visitors, the Tenant(s) agree(s) to pay:

- A. The cost of all repairs, and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- B. Rent for the period the unit is damaged, whether or not the unit is habitable.

11. RESTRICTIONS OR ALTERATIONS:

The Tenant(s) agree(s) not to make any permanent alterations without first obtaining the Landlord's written permission. Any al-

terations (approved by Landlord) must be by contractor approved by Landlord:

12. GENERAL RESTRICTIONS:

The Tenant(s) shall use the premises only as a private workspace (work/live if residential) for himself/herself and the individuals listed on the lease. The Tenant(s) agree(s) to abide by State Landlord Tenant Law and not to:

- A. Lease or assign the unit, or any part of the unit;
- B. Use the unit for unlawful purposes;
- C. Engage in or permit unlawful activities in the unit, in the common areas or on the building grounds;
- D. Dispose of harmful chemicals in an unsafe manner;
- E. Have pets or animals of any kind without the prior written permission of the Landlord;
- F. Make or permit noises or acts that will disturb the rights or comforts of neighbors. The Tenant(s) agree(s) to keep the volume of any radio, stereo system, television, or musical instrument at a level which will not disturb the neighbors;
- G. Abide by State Landlord Tenant Law.

13. ACCESS BY LANDLORD:

The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when emergency situations make such notices impossible or except under Section D below.

- A. The Tenant(s) agree(s) to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- B. After the Tenant(s) has/have given a notice of intent to move, the Tenant(s) agree(s) to permit the Landlord to show the unit to prospective Tenants during reasonable hours.
- C. The Landlord will inspect this dwelling unit at least annually. Tenant(s) cannot unreasonably withhold consent for such inspection.

- D. If the Tenant(s) move(s) before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.
- E. The Tenant(s) shall not unreasonably withhold consent to the Landlord to enter the dwelling unit to inspect the premises; make necessary or agreed repairs, alterations or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagors, tenants, workmen or contractors.
- F. The Landlord agrees to enter the unit only in accordance with the terms of the Washington State Landlord/Tenant Act.

14. DISCRIMINATION PROHIBITED:

The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, sexual orientation, political affiliations or beliefs, age, or disability.

15. CHANGES IN LEASE AGREEMENT:

The Landlord or the Tenant(s) may change the terms and conditions of this Agreement. The Landlord must notify the Tenant(s) of any change, and must offer the Tenant(s) a new Agreement or any amendment to the existing Agreement. The Tenant(s) must receive the notice at least 60 days before the proposed effective date of the change. The Tenant(s) may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement, and returning it to the Landlord. The Tenant(s) may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant(s) must give such notice at least 20 days prior to the end of the last rental period of this contract. If the Tenant(s) does not accept the amended agreement, the Landlord may require the Tenant(s) to move from the premises, as provided in Sect. 19.

16. TERMINATION OF TENANCY:

- A. To terminate this Agreement, the Tenant(s) must give the Landlord 20 days written notice prior to the date the next rental payment is due. If the Tenant(s) does/do not give the full 20-day notice, the Tenant(s) shall be liable for rent up to the end of the next rental period following abandon-

ment or the date the next rental payment would have been due, whichever occurs first.

- B. Any termination of this Agreement by the Landlord must be carried out in accordance with state and local law, and the terms of this Agreement. The Landlord may terminate this Agreement only for:
- 1) Serious or repeated violations of the Lease agreement.
 - 2) Violations of Federal, State or local laws.
 - 3) Any just cause as defined by the Seattle Just Cause Eviction Ordinance.

17. HAZARDS:

The Tenant(s) shall not undertake, or permit his/her family or guest to undertake any hazardous acts or do anything that will increase the building's insurance premiums.

18. ACCIDENTS AND INDEMNITY:

Tenant is responsible for insuring personal property. All personal property on the premises shall be at risk of tenant. Landlord and landlord's agent shall not be liable for any damage, either to person or property, sustained by condition of any buildings hereafter erected to any part of appurtenance thereof becoming out of repair, or caused by fire or by bursting or leaking water, gas, sewer or steam pipes, or from any act or neglect of landlord and landlord's agents, or due to the happening of any accident from any cause in or about said buildings or from mechanical breakdown of elevator, heating or air conditioning. Tenant covenants to protect, save and indemnify landlord and its employees and agents while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost for defense thereof, arising in favor of tenants or third parties on account of personal injuries, death or damage to property arising out of the premises Leased by tenant or in any way resulting from the willful or negligent acts or omission of the tenant and/or his or her agents, employees, representatives, or persons over whom tenant has control. Nothing in this paragraph 21 is intended to violate RCW 59.18.230, or intended to be contrary to the obligations of landlord imposed by law or by RCW 59.18.230 (d).

18. CONTENTS OF THIS AGREEMENT:

This Agreement and Attachments make up the entire agreement

between the Tenant(s) and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant(s) will continue to be bound by them. The Landlord and Tenant(s) agree to comply with the Washington State Residential Landlord/Tenant Act.

20. ATTACHMENTS TO THE AGREEMENT:

The Tenant(s) certifies/certify that he/she has received a copy of this Agreement and the following additions were made and inserted in the Lease before it was signed by the parties hereto: (Specify or state "none")

21. SIGNATURES:

TENANT:

Date Signed

TENANT:

Date Signed

LANDLORD:

Date Signed

SAMPLE ARTIST SELECTION CRITERIA

Pioneer Square Community Development

Organization: Criteria to Determine Eligibility for Artist Live/Work Housing

If the intent is to create affordable housing to allow artists to continue living in a community, a means of determining eligibility for occupancy is required. A committee of artists currently working in Pioneer Square has formed to develop criteria for determining who meets the definition of artist as envisioned for occupancy of live/work housing. The committee reviewed criteria in use in Jersey City, New Jersey, Chicago, Illinois, St. Paul, Minnesota and Seattle, Washington. An artist, for the purpose of this committee, is a person who is regularly engaged in the fine arts as a career and not simply as a hobby. This does not mean that the art the artist creates generates the artist's main source of income, nor does it require that the creation of art occupy the greatest portion of the artist's day. An artist is committed to his or her work, has a body of work that demonstrates the development of that art and intends to pursue that work for the foreseeable future.

Peer review committee

A committee will be formed of local artists to choose the initial tenants in a live/work building, thereafter a Board of tenants may be established to ensure a cooperative arts-oriented focus. The initial Committee may consist of approximately ten members of the community:

50% artists currently working and or living in Pioneer Square
25% representing local arts organizations
25% from neighborhood organizations

The applicant must submit a portfolio and a fine-arts resume pertinent to his or her work. Included should be information pertaining to educational background, professional training, public exhibitions and/or performances, critical reviews, grants, awards and fellowships. The committee will review the applicant's work without exercising aesthetic judgment. Additionally, the applicant must state "Artist" as his or her occupation on tax returns.

The committee will look at the following factors in selecting tenants:

- Income, with eligibility based on income limits imposed by financing programs utilized
- Rental history
- Criminal history
- Commitment to their art work
- Commitment to community involvement
- Contribution of living situation to artist's ability to successfully produce their work

In keeping with the historic character of Pioneer Square's arts community, the fine arts shall be defined with an emphasis on the visual arts (i.e., painting, sculpture, photography) and shall include, but not be limited to choreography, film/video/performance art, and the composition of music.

Further, if an artist is applying to live in a government-subsidized unit, the said artist's income must meet federally established guidelines in order to qualify to inhabit that unit. Space shall be allocated in accordance with the artist's needs. In order to receive a large loft space, the artist must demonstrate to the peer review committee a need for such a space. That need may be re-evaluated at five-year intervals.

We are aware of the challenges inherent in organizing a viable arts community, and we see this as a process that will continue to evolve as a live/work project progresses. We will continue to look for models in other communities and new innovative ways of addressing the criteria issue, striving to be fair and inclusive.

SAMPLE ARTIST SELECTION CRITERIA

Toronto Artscape: Applying to be an Artscape Tenant

Place your name on our waiting list by obtaining an application from Manager of Tenant Services. Along with your completed application form submit an artist's resume and a letter of intent describing what you would do in the space. Artscape's mandate requires that we rent space only to professional artists or non-profit arts organizations. Studio space is to be used primarily for the creation of artwork, not its display, manufacture or sale. Your application will be submitted for approval to a Tenant Selection Committee, composed of three Artscape tenants. The committee will determine the eligibility of your application, following the guidelines listed below.

Defining a Professional Artist

Artscape defines a "professional artist" as an individual who receives, or has received, professional recognition as defined by any one of the following criteria:

1. Has presented his/her work to the public by means of exhibitions, publications, performance, readings, screenings, or by any other means appropriate to the nature of his/her work;
2. Is represented by a dealer, publisher, agent or similar representative appropriate to the nature of his/her work;
3. Devotes a reasonable proportion of his/her professional time as an artist to promoting or marketing his/her work, including but not limited to: presenting him/herself for auditions, seeking sponsorship, agent or engagements, or similar activities appropriate to the nature of his/her work;
4. Receives or has received compensation for his/her work, including but not limited to sales, fees, commissions, royalties, residuals, grants and awards, any of which may reasonably be included as professional or business income;
5. Has record of income or loss relevant to the exploitation of his/her work and appropriate to the span of his/her artistic career;
6. Has received professional training, either in an educational institution or from a practitioner or teacher recognized within their profession;

7. Has received public or peer recognition in the form of honors, awards, professional prizes, or by publicly disseminated critical approval;
8. Has membership in a professional association appropriate to his/her artistic activity whose membership or categories of membership are limited under standards established by the association, or which is a trade union or is its equivalent appropriate to his/her artistic ability.

Note: Applicants do not have to meet all the criteria in order to be considered professional, however, selection committee members will use the criteria as a guide by which to make the determination of eligibility.



Photo: Frederica Merrell

COHO Building—Capitol Hill

SAMPLE RULES AND REGULATIONS

Harbor Lofts

A simple rules and regulations document can inform tenants of building expectations. In some arts buildings several studios share a larger space creating a need to accommodate each other's work processes.



Landscaping: Elizabeth Conner & Cliff Willwerth

Harbor Lofts — Fortson Square in Pioneer Square

1. **RENT:** Rent is due on the first (1st) day of each month, and is considered delinquent if not paid by the fifth (5th) day of the month. Late payments are, without exception, subject to a surcharge of \$20 assessed on the first day after the payment is five days late; thereafter, an additional \$10 charge will be assessed on the first day of every additional five days the payment is late.
2. **PETS:** Each household may have a dog less than three feet tall, (or two cat-sized dogs), up to two cats, birds or fish. No other pets are allowed. Resident must receive permission before moving pets into the building.
3. **FIRE/EMERGENCIES:** An Emergency Plan (including Fire Emergency) will be established, and posted in common area(s) for all members. All residents will familiarize themselves with exit routes and location of fire extinguishers, as well as prepare/practice a Family Emergency Plan. Residents shall cooperate

with annual testing of fire safety equipment and annual unit inspections. Residents are responsible for avoiding fire and other hazards; resident-caused fires are grounds for immediate eviction.

4. **SMOKE DETECTORS:** Each unit is equipped with a smoke detector. Members are responsible for ensuring the detector in their unit is operable after they move in. All detectors are to be operable at all times. In addition to annual inspections, residents shall conduct monthly testing of detector and replace batteries as needed.
5. **INSURANCE:** Building insurance covers only the building structure, not contents, so residents are encouraged to buy renter's insurance and store valuable items in safety deposit. The Landlord is not responsible for damage to belongings.
6. **NOISE:** This is a cooperative venture and consideration of another's right to live and work in this building is essential. (See Noise Attachment.) Harbor Lofts is a working artist's building. Reasonable "right-to-work" noise will be allowed from 8:00 AM to 10:00 PM Monday through Friday and 10:00 AM to 8:00 PM Saturday and Sunday.

Residents must make every effort to insure that work noise is reasonable. (Loud stereo noise to accompany creative process will not be considered work noise. Noise dampening equipment will be used if available.) If one person's "right to work" or "right to live" is consistently compromised by another's work or living noise, then conflicts of interest shall be arbitrated first by the Executive Committee, then by the Resident Council. A reasonable and fair standard shall be applied to both parties.

If a resident is planning a party, they must forewarn other residents beforehand. Parties/guests should not unduly disturb other residents. Remember any request from a neighbor deserves attention and respect

7. **CONFLICT RESOLUTION:** Members are required to communicate directly, honestly, respectfully and with common courtesy at all times. When disputes arise, members should make every attempt to settle disputes among themselves. If the dispute continues it shall go to the Resident Council for arbitration.

8. **GUESTS:** A resident's guests (anyone not specifically named on the lease) may stay up to 30 days and must register with the Resident Council after 14 days. Guests staying more than 30 days must apply for tenancy and complete the screening process. Violations will be considered unauthorized subletting and grounds for eviction. Guests are subject to all house rules and regulations while staying in Harbor Lofts. Residents will be responsible for their visitor's conduct.
9. **SECURITY:** All common exterior doors shall remain locked at all times. Residents are responsible for securing their own belongings, and for any possible loss. Keys are not to be duplicated or given to non-residents. You are not to let anyone into the building who is not known to you and is not your guest. There shall be no illegal activities or use of firearms on the premises; violations are grounds for immediate eviction.
10. **COMMON AREA, WALKWAYS AND STAIRS:** The common areas, walkways and stairs are for the use and enjoyment of members for transit and quiet conversation only. Any activity taking place in the common areas/stairwells/walkways (as well as other areas of the building) must be respectful of other residents. No personal material shall be stored in these areas. City Fire Code requirements do not permit any obstructions in walkways, stairways, or exit routes. No smoking or drinking alcoholic beverages in common areas.
11. **RECYCLING AND TRASH DISPOSAL:** disposal of recycling materials and trash shall be managed by building members. Trash disposal by residents of non-recyclable materials shall be in a tidy, safe, and sanitary manner. Residents are responsible for disposal at their own cost of items that do not fit in trash containers (and items not accepted by disposal service); such items cannot be left in common areas or next to trash containers. Residents will dispose of all toxic or hazardous materials in a safe and expedient manner as specified by City of Seattle Solid Waste Department.
12. **CHORES:** A posted weekly chore roster for cleaning interior/ exterior common areas shall be followed by all members. Members shall initial when assigned task is completed.

13. **MAINTENANCE:** members are responsible for repair and costs of damage incurred by their household/guests, including but not limited to plugged drains and broken windows in their unit. Members are responsible for pest control and related costs in their units. Landlord is responsible for pest control in common areas. Members are also responsible for all small/simple repairs and maintenance for their units, such as repairing faucet leaks, replacing work caulking, tightening loose screws, etc.

14. **ALTERATIONS:** Any alterations to unit must be approved by the Landlord. This includes addition of loft structure, work sink, shelving, etc. Structures will be removed at the tenant's expense if built without approval. Approved structures will be removed at tenant's expense upon termination of tenancy. The walls between units are sound walls. The sound reduction qualities are lost if the wall is punctured. Only small finish nails into the wood on the outside of the wall is allowed. Push pins and small drywall plugs may be used in other areas. All studs on sound walls are metal. There is no wood to nail into on walls between units.

15. **LAUNDRY FACILITIES:** Laundry facilities are for the use of residents only. The laundry facilities are subject to noise hours described above. Clothes may not be removed from laundry machines during the wash or dry cycle; clothes may be removed as soon as machine shuts off.

16. **RESIDENT RESPONSIBILITIES AND GROUNDS FOR TERMINATION:** Resident responsibilities expressly include doing chores, attending trainings, attending resident council meetings and fulfilling committee assignments. Failure to follow house rules, including fulfilling resident's responsibilities, is grounds for eviction.

TENANT:

Date Signed

SAMPLE NOISE POLICY

Harbor Lofts

Every tenant has a right to live in a quiet atmosphere that is conducive to his or her creative endeavors. Unnecessary noise inflicted by one tenant on another is harmful to harmonious relationships in the building and to an artist's ability to work. Some creative work is inherently noisy and must be accommodated in a reasonable fashion. This policy will be implemented when noise from one tenant is excessive, frequent or unnecessary and infringes on another tenant's right to a quiet space. No tenant has the right to consistently and willfully invade another tenant's space with his or her noise.

Policy:

- a) Harbor Lofts is a working artist's building. Reasonable "right-to-work" noise will be allowed from 8:00 AM to 10:00 PM Monday through Friday and 10:00 AM to 8:00 PM Saturday and Sunday.
- b) Residents must make every effort to insure that work noise is reasonable. (Loud stereo noise to accompany creative process will not be considered work noise. Noise dampening equipment will be used if available.)
- c) If one person's "right to work" or "right to live" is consistently compromised by another's work or living noise, then conflicts of interest shall be arbitrated first by the Executive Committee, then by the Resident Council. A reasonable and fair standard shall be applied to both parties.
- d) If a resident is planning a party, they must forewarn other residents beforehand. Parties/guests should not unduly disturb other residents. Remember any request from a neighbor deserves attention and respect.

Grievance Procedure:

1. If a tenant feels another tenant is being too noisy they should attempt to work it out one-on-one with that person. If it becomes clear that the person causing the disturbance is unwilling to cooperate

2. The tenant disturbed by the noise must submit a written complaint to the chairman of the House Rules Committee with a copy of the complaint going to the person creating the disturbance.
3. The House Rules committee will be convened within seven days of the receipt of the complaint and the following steps undertaken:
 - a) If any parties to the complaint are on the House Rules Committee they will not be able to vote on any decisions regarding the complaint.
 - b) The committee will meet separately with each party to hear each side of the issue.
 - c) The committee decides whether the complaint is legitimate (i.e. there is enough frequent noise to disturb the other tenant).

The committee must then decide if the noise is legitimately associated with the direct artistic work of the tenant making the noise. Artistic work in this case means the work for which the tenant was admitted to Harbor Lofts. If it is a new medium or if a companion of the tenant is making the noise, the work must be judged under the same rules used to screen artists coming into Harbor Lofts. If the committee decides it is not art that would have qualified the person to be admitted to Harbor lofts, then no concessions will be made and the committee will inform the person making the noise that it must stop. If the work is deemed to meet the definition of art established by the Selection committee then the committee has the right to recommend ways to mitigate the noise or hours that the noise may be made.

4. The decision of the committee must require at least a majority of the members. The committee as a whole must stand behind the decision and inform both parties in writing of the outcome.
5. If the noise continues the House Rules committee will take up the issue for the second grievance and if a third grievance is filed this will be taken up by the entire resident council.
6. If the decision is for the person making the noise to stop or lessen the noise and they fail to do so after the third warning, this will be deemed as grounds for evicting the tenant from Harbor Lofts.

Seattle Office of Housing

Working-class artists are a vital part of Seattle's past, present and future. The City's Office of Housing recognizes that artists need the same thing other working people need: an affordable home.

But the Housing Office also recognizes that artists have specialized housing needs: they often prefer open, loft-style spaces instead of a more conventional floor plan. They may need a lot of storage space.

The City's Office of Housing has been assertive about advocating for innovative housing development that is appropriate for artists' live / work space. The City has provided technical expertise and funding support for several developments: Harbor Lofts, Good Shepherd Center, Tashiro Kaplin and Arts & Lofts.

Of course, lower-income artists who just need an affordable place to live – not a combined live/work space – can use any of the many Seattle options available to all lower-income households. A good place to start is by contacting the Housing Development Consortium of Seattle-King County, the organization of non-profit low-income housing developers and providers. HDC's website lists contact information for many affordable housing providers who manage workforce rental housing available to lower-income working households. They provide application information for their developments.

The City of Seattle Office of Housing has booklets and brochures that can help artists who are looking for affordable housing, including the [Renter's Guide to Seattle](#).

For artists who aspire to be homeowners, the City Office of Housing has a brochure called [Guide to Homeownership](#) as well as two special programs, Hometown Home Loan and Location Efficient Mortgage. Lower-income artists who are already homeowners may qualify for the Office of Housing's HomeWise program, which provides low-interest loans for home repair, and energy-efficiency grants to qualified homeowners.

Seattle Office of Housing
www.cityofSeattle.net/housing

Housing Development Consortium of Seattle King County
www.hdc-kingcounty.org



Establishing an Artist's Studio/Dwelling in an Existing Building

November 2001

The purpose of this Client Assistance Memo (CAM) is to define the Land Use and Building Code requirements that are generally applicable to the rehabilitation of an existing building for an artist's studio/dwelling in Seattle. Each building is different and consequently the code requirements will vary. Information in this publication is not applicable to new construction.

It is important to know all applicable zoning, fire and life safety regulations before investing in a space. This CAM provides only a brief explanation of the requirements for an artist studio/dwelling. To obtain more information, contact the DCLU Applicant Services Center (ASC) located on the 20th floor of Key Tower at 700 Fifth Avenue, (206) 684-8850.

DEFINITIONS

Artist-a person who is regularly engaged in the visual, performing or creative arts.

Artist's Studio/Dwelling-a combination working studio and dwelling unit for artists. An artist's dwelling unit consists of a room or suite of rooms on one or more floors designed for and occupied by not more than one family and including adequate working space reserved for the artist or artists residing therein.

LAND USE CODE REQUIREMENTS

An artist/studio dwelling is permitted outright as a residential use in mixed use structures or as an Administrative Conditional Use in single-purpose residential structures in NC1, NC2, NC3, C1, & C2 zones. Within industrial zones IB, IC, IG1 & 2, the Land Use Code permits artists studio/dwellings as an Administrative Conditional Use in buildings existing as of October 5, 1987.

An Administrative Conditional Use permit is a discretionary decision made by the Director of DCLU and requires a notice of application and a public comment period. The Director's decision is appealable to the Hearing Examiner.

For information regarding fees and procedures, contact the DCLU Public Resource Center (PRC) at (206) 684-8467. Building permit fees, based on construction costs of the work needed to fulfill occupancy requirements, will also apply (see the next section of this CAM). Information and materials required for filing an application are available at the DCLU Applicant Services Center.

When permitted only as a conditional use in commercial zones, artist studio/dwellings are subject to criteria listed in Section 23.47.006 of the Seattle Municipal Code. Conditional use criteria for artist studio/dwellings within industrial zones are as follows:

1. The use is not located in areas where environmental or safety problems may exist
2. The use is not located on freight lines or next to freeway or highway access, or where it would restrict or disrupt industrial activity.

3. The nature of the artist's work shall be such that there is a genuine need for the space.
4. The use shall not be located where it may restrict or disrupt industrial activity.

Establishment of an artist studio/dwelling in industrial zones also requires the proponent to complete and record a covenant and equitable servitude acknowledging the industrial character of the surrounding neighborhood. This is intended to ensure that artist/residents understand that neighboring industrial activity may not necessarily be compatible with residential use.

A professional artist may maintain a studio as accessory to his or her dwelling in a residential zone if the home occupation standards of Section 23.44.050 are met. A "hobby" artist may maintain a studio if by nature it qualifies as incidental and accessory to the residential use.

BUILDING CODE REQUIREMENTS

NOTE: The following discussion only applies to projects that are not considered substantial alterations of existing buildings per the Seattle Building Code Section 3403.11. Any major remodeling will likely require more Building Code requirements (see CAM 314).

General Information

Under the Seattle Building Code, each building alteration project is considered individually. The particular improvements that DCLU will require for an artist's studio/dwelling will depend on the unique features of the building, the extent of work being done, and the nature of both the

new and former uses of the building. In some cases, it may be necessary to have a structural engineer assess the condition of the building. The final permit or Certificate of Occupancy may include restrictions, such as limitations on use of the building for assembly purposes or storage of flammable liquids.

Because the requirements vary, it is advisable to schedule a meeting with DCLU representatives before beginning an artist's studio/dwelling project. At the meeting, you can decide the extent of work that will be necessary to comply with the construction codes.

The following paragraphs set forth some general rules, but keep in mind that DCLU may require additional or different improvements.

Substantial rehabilitation is defined as including one or more of the following:

1. Extensive structural repair;
2. Remodeling to substantially extend the physical or economic life of the building or significant portion of the building;
3. Changing the occupancy to one that is more hazardous than the existing occupancy;
4. Reoccupying a building that has been vacant for more than 24 months; or
5. Significantly increasing the occupant load of an unreinforced masonry building.

If your building will require substantial rehabilitation, call DCLU's Applicant Services Center (ASC) at (206) 684-8850 for information about additional requirements.

NOTE: Usually, a single-family dwelling can be occupied as an artist's studio/dwelling without making any special changes. The following provisions apply primarily to other buildings.

These rules assume that the artist's studio/dwelling will not include gallery space or other areas open to the public. Additional review will be required for portions of buildings that include these types of areas.

Structural Requirements

Portions of buildings in which artists' studio/dwellings will be located must meet certain structural design requirements:

The building floors must be capable of supporting a minimum live load of 40 psf (pounds per square foot). Most commercial buildings are designed for greater loads, so this requirement usually will not present a problem.

All loose appendages and other material must be secured to the exterior of the building or be removed.

It may be necessary to tie exterior masonry walls to floors and roofs, depending on the condition of the building and the extent of rehabilitation or repair proposed. This will be determined by the building official after an evaluation of the work proposed.

It may be necessary to remove or back brace unreinforced masonry parapets, depending on their condition. In general, parapets must be able to resist a lateral force equal to their weight. DCLU may require repair of parapets, rather than removal, if the parapets are part of the building's fire and life safety system or if they are part of a historical landmark structure.

Elevator Requirements

Passenger elevators may be used to serve studio/dwellings, usually without modifications. Freight elevators may serve studio/dwellings if they conform to the American Society of Mechanical Engi-

neers (ASME) Standard A17.1, Safety Code for Elevators and Escalators. The standard lists the following requirements for freight elevators which are used to serve passengers:

- The elevator must not be accessible to the public. For example, it may be operated by a key that is available only to occupants of the building, or it may be located in a locked vestibule.
- The elevator must be rated for passenger load.
- Elevator cars must be fully enclosed
- Cars may have removable panels, but the panels must be locked or otherwise secured in place.
- Manually-operated bi-parting vertically sliding doors are prohibited.

Heating Requirements

Every studio/dwelling shall be provided with a heating system capable of maintaining a room temperature of 65°F.

Kitchen Facility Requirements

Every studio/dwelling shall either have its own kitchen or have access to a kitchen that is provided with a kitchen sink with hot and cold running water, a cooking appliance, refrigeration facilities, and a countertop working space.

Bathroom Facility Requirements

At least one toilet, lavatory, and bathtub or shower must be provided for every eight occupants.

Guardrail Requirements

A guardrail will be required whenever a walking surface, such as a stairway or floor, is located more than 30 inches

above adjacent walking surfaces. The guardrail must be at least 36 inches high if within the unit or 42 inches high elsewhere.

Required Access for Persons With Disabilities

Federal, state and local laws currently require accessibility for people with disabilities for new construction and alterations, and additions to existing buildings.

Chapter 11 of the Washington State Building Code does not require that alterations to existing buildings be accessible unless they are "substantial alterations" (see separate definition for this purpose).

The Federal Fair Housing Act (FFHA) and the Americans With Disabilities Act (ADA) are federal laws which may require artist's studio/dwellings to be accessible. DCLU does not enforce FFHA and ADA regulations.

Fire and Life Safety Requirements

Provisions designed to protect the building and its occupants in case of fire are summarized below:

One-Hour Construction. As explained in the following pages, one-hour construction will be required for many of the walls and ceilings in the studio dwelling. One-hour construction most commonly means 2" x 4" wood or metal studs with 5/8" Type X gypsum wallboard on both sides.

Exits. In most circumstances, studio/dwellings must be served by two means of egress to a public street or alley. The exits must be unobstructed all the way to the street or alley.

Corridors. Corridor walls and ceilings

must be of at least one-hour fire resistive construction. Existing lath and plaster in good condition may also be acceptable.

Doors opening into the corridor must have a 20-minute fire rating. They must be self-closing and self-latching. Doors which are solid wood, at least 1-3/8 inch thick may be accepted in lieu of tested and labeled doors. Transoms must be covered on both sides with 5/8" Type X gypsum wallboard.

Drawings in **Figures 2-6** of this CAM show acceptable methods for modifying existing doors as an alternative to 20-minute corridor doors. Alterations may be made to either side of the door. All doors must be uniformly close-fitting and may not sag.

Doors to individual studio/dwellings must have a dead bolt or dead latch with at least a 1/2-inch throw that penetrates the striker at least 1/4 inch. They must also have a visitor observation port installed between 54 and 66 inches from the floor. **Figure 7** shows acceptable construction methods.

Stairways. Interior stairways must be enclosed in one-hour construction in buildings of four and fewer stories. Existing wood lath and plaster in good condition may be accepted in lieu of one-hour fire-resistive construction.

Doors opening into one-hour stairway enclosures must be one-hour self-closing and self-latching assemblies. A solid wood door at least 1-3/4 inches thick may be accepted in lieu of a tested and labeled door. **Figures 8 and 9** show acceptable methods of modifying existing doors as an alternative to labeled doors.

In buildings more than four stories in height, the stairway enclosures must be of two-hour construction with one and

one-half hour self-closing or automatic-closing doors.

Landings between flights of stairs and all corridors, passageways or public rooms necessary for continuous exit to the exterior of the building shall be included in the stair enclosure.

Stairways are generally required to have at least six feet eight inches of headroom. Ladders are allowed only within dwellings to provide access to areas of less than 200 square feet that do not contain the primary bathroom or kitchen.

Construction. Artists' studio/dwellings in buildings more than two stories in height or which have more than 3,000 square feet of floor area above the first story must be of one-hour fire resistive construction or heavy timber, if the artist's studio/dwelling is more hazardous than the existing occupancy. Examples of occupancies that are less hazardous than studio/dwellings are factories that use noncombustible materials, office buildings, and storage of combustible goods.

Studio/dwellings must be separated from each other and from the corridor by one hour construction. Partitions within a studio space may be 3/4 height partitions. See **Figure 1** for a sample floor layout.

Partitions must be constructed of materials complying with the flame-spread classifications found in Chapter 8 of the Seattle Building Code.

Some additional fire protection may be necessary if other areas of the building contain businesses that would expose the artist's studio/dwelling to a high potential hazard, such as auto repair garages, gasoline service stations, warehouses for hazardous and highly flammable materials.

Escape Windows. An escape window or exterior door must be provided for sleep-

ing rooms below the fourth story. The net clear opening must be 5.7 square feet with a net clear height of 24 inches and width of 20 inches. **NOTE: All three net clear opening criteria must be met.** Maximum finished sill height is 44 inches.

Fire Detection Systems. An approved smoke detector must be located in every bedroom or sleeping area. An additional smoke detector must be located on the ceiling between the sleeping areas and the other areas of the studio/dwelling.

In addition, at least one manual-pull station fire alarm must be provided in the corridor on each floor.

Fire Sprinkler Systems. A residential-type automatic fire sprinkler system will often be required when a non-residential building is converted to use as studio/dwellings. A sprinkler system will be required in buildings of three or more stories, in buildings with two or more stories of residential use located above another type of use other than parking, and in buildings with five or more studio/dwellings or apartments.

Minimum Room Dimensions. Every studio/dwelling must have at least one room with not less than 120 square feet of floor area. Sleeping rooms must be at least 70 square feet in area. No room, other than a kitchen or bathroom, may be less than seven feet wide. Most rooms must have a ceiling height of seven feet six inches. Kitchens, corridors, bathrooms, and hallways must have ceilings at least seven feet high.

ELECTRICAL CODE REQUIREMENTS

All new electrical equipment and circuits must meet the Seattle Electrical Code. All revisions to electrical circuitry require an electrical permit.

Kitchens must have at least three outlets and one supplied light fixture.

At least one supplied electric light fixture is required in each bathroom, laundry room, hallway, and flight of stairs.

Extension cords for cooking and heating are not permitted.

ENERGY CODE REQUIREMENTS

The current DCLU Director's Rule on the application of the Seattle Energy Code to existing buildings specifies the energy conservation measures required. Usually, all floors above unconditioned space and roofs must be brought up to current Energy Code standards, plus windows and exterior walls must comply with current code. Alternatives which will result in comparable energy use may be accepted if supported by calculations.

PERMITS YOU WILL NEED

Building

A building permit is usually required for artists' studio/dwellings. A permit is required to change the occupancy of an existing building--for instance to change a warehouse to a studio/dwelling--even if no remodeling work is done. If no change of occupancy is involved, a building permit will not be required for work with a value of less than \$4,000 unless the alteration will affect exiting or will create new exterior openings.

The building permit application must include at least three sets of plans showing what is intended to be built and how it will be constructed and occupied. The plans must also include a plot plan of the site. Plans must be drawn to scale on paper at least 18 X 18 inches in size.

You can obtain more information about how to apply for a building permit by calling the DCLU Applicant Services Center (ASC) at (206) 684-8850.

Electrical

A separate electrical permit will be required for all changes to the wiring. Additional information about electrical permits can be obtained from DCLU's Over-the-Counter (OTC) permit staff at (206) 684-8464.

Elevator

A separate elevator permit is required for all new installations of elevators. Elevator permits are also required when existing elevators are altered, including modifying freight elevators for passenger use. Additional information may be obtained from DCLU's Elevator Inspections section at (206) 684-8453.

Plumbing

A plumbing permit will be required for all plumbing work. Information about plumbing permits can be obtained from the DCLU Applicant Services Center (ASC), located on the 20th floor of Key Tower at 700 Fifth Avenue, Seattle, WA, 98104, (206) 684-8850.

Access to Information

Links to electronic versions of DCLU Client Assistance Memos (CAMs), Director's Rules, and the Seattle Municipal Code are available on the "Publications" and "Codes" pages of our website at www.cityofseattle.net/dclu.

Paper copies of these documents, as well as additional regulations mentioned in this CAM, are available from our Public Resource Center, located on the 20th floor of Key Tower at 700 Fifth Avenue in downtown Seattle, (206) 684-8467.

One Hour Wall

One Hour Wall

One Hour Wall

PLEASE NOTE: DCLU public information documents should not be used as substitutes for codes and regulations. Details of your project should be reviewed for specific compliance by DCLU staff.

Figure 1. Sample Floor Layout

This drawing shows studio/dwellings separated by one-hour walls. The corridor is also of one-hour construction.

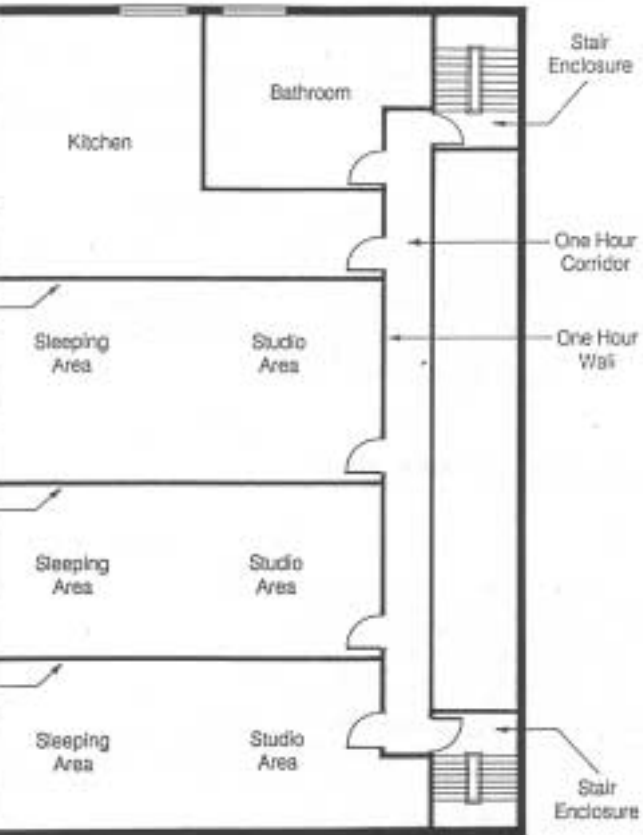


Figure 2. Acceptable Alternatives to 20-Minute Corridor Doors

Figures 2 through 6 show acceptable alternatives for 20-minute corridor doors. This alteration may be made to either side of the door. All doors must be uniformly close-fitting, and must not sag.

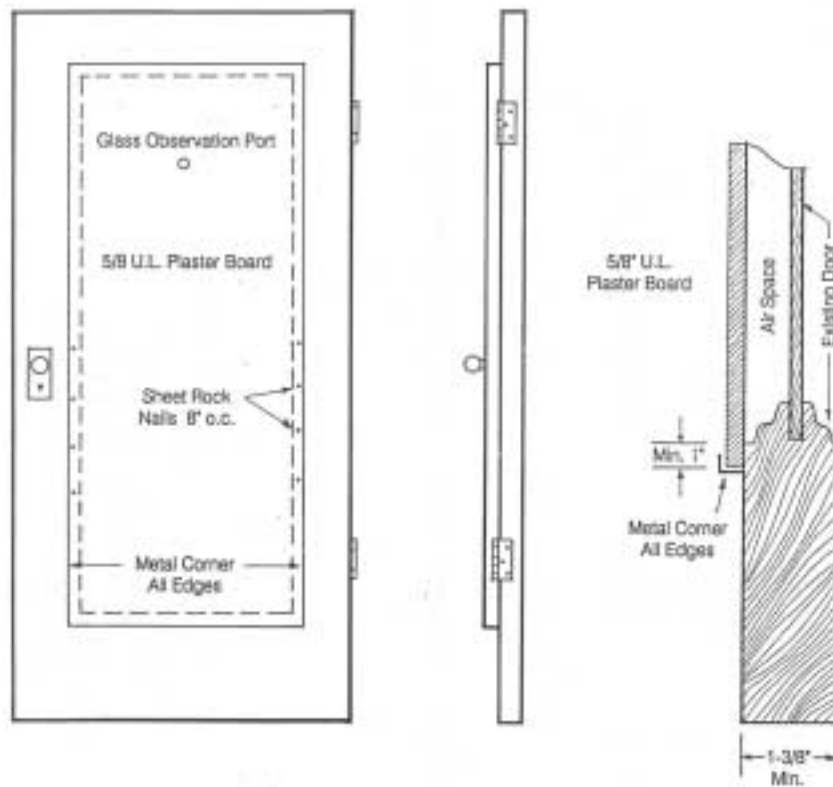


Figure 3. Acceptable Alternatives to 20-Minute Corridor Doors

Figures 2 through 6 show acceptable alternatives for 20-minute corridor doors. This alteration may be made to either side of the door. All doors must be uniformly close-fitting, and must not sag.

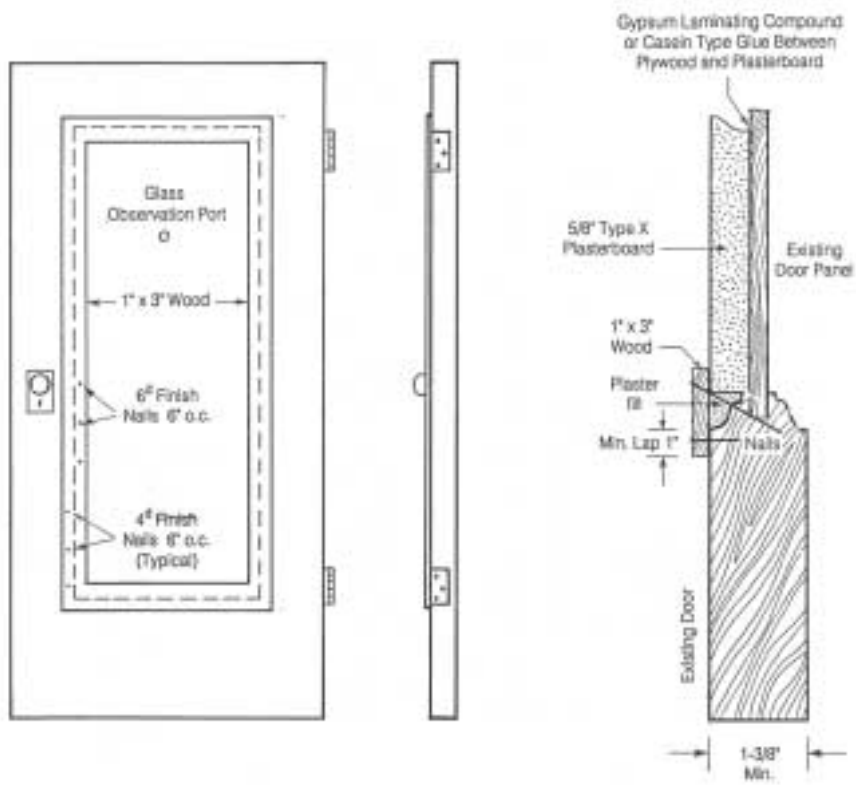


Figure 4. Acceptable Alternatives to 20-Minute Corridor Doors

Figures 2 through 6 show acceptable alternatives for 20-minute corridor doors. This alteration may be made to either side of the door. All doors must be uniformly close-fitting, and must not sag.

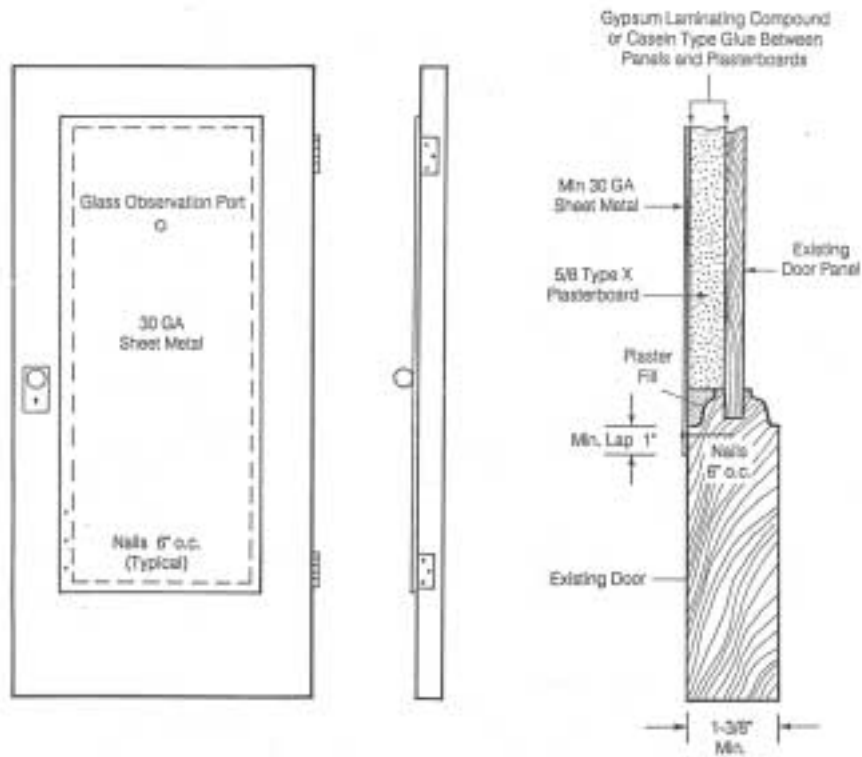


Figure 5. Acceptable Alternatives to 20-Minute Corridor Doors

Figures 2 through 6 show acceptable alternatives for 20-minute corridor doors. This alteration may be made to either side of the door. All doors must be uniformly close-fitting, and must not sag.

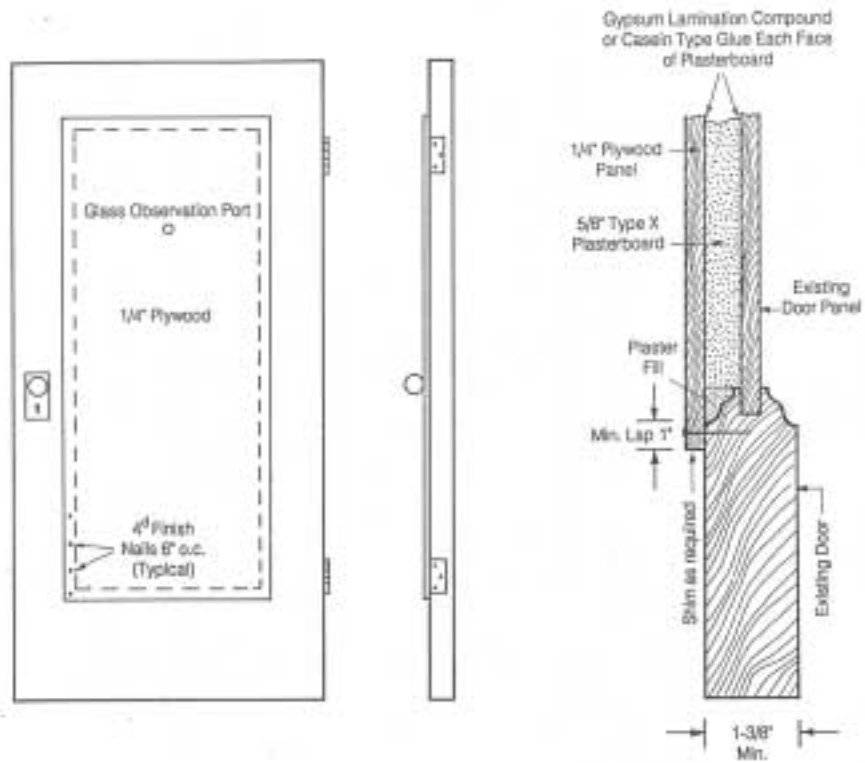


Figure 6. Acceptable Alternatives to 20-Minute Corridor Doors

Figures 2 through 6 show acceptable alternatives for 20-minute corridor doors. This alteration may be made to either side of the door. All doors must be uniformly close-fitting, and must not sag.

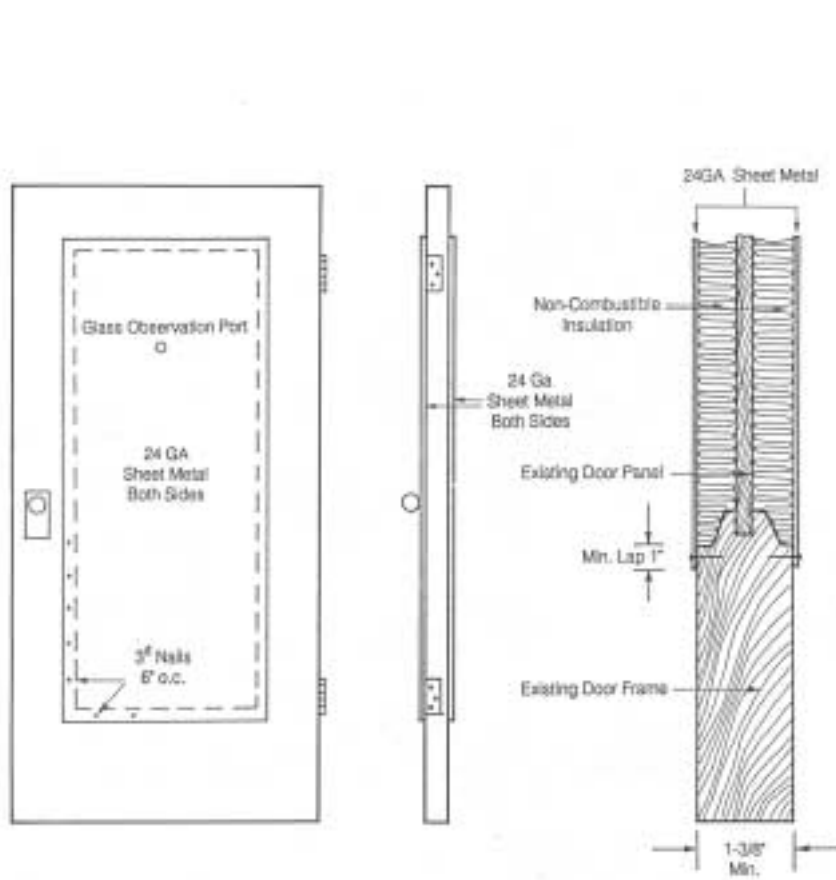


Figure 7. Acceptable Construction Methods for View Ports in Doors

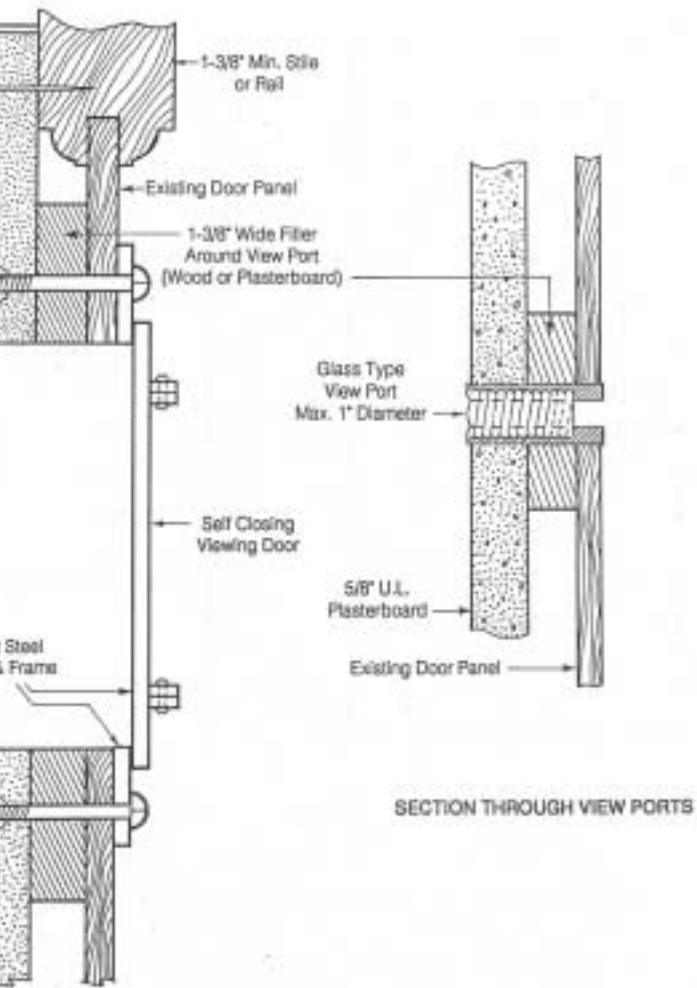


Figure 8. Acceptable Alternatives to 1-Hour Stairway Doors

Figure 8 shows acceptable alternatives to one-hour stairway doors for two-, three-, and four-story buildings. Doors must be close-fitting and must not sag.

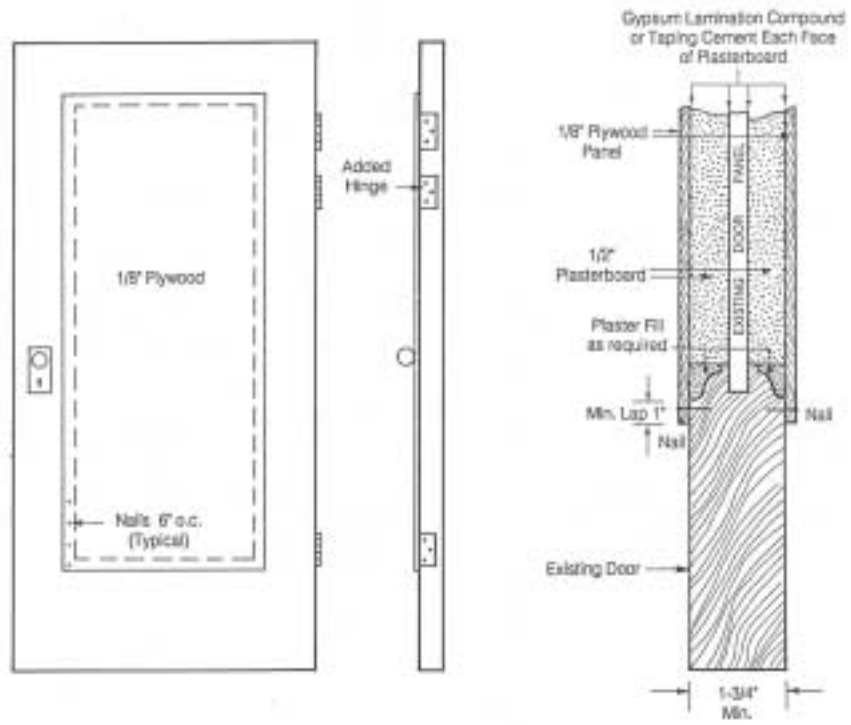
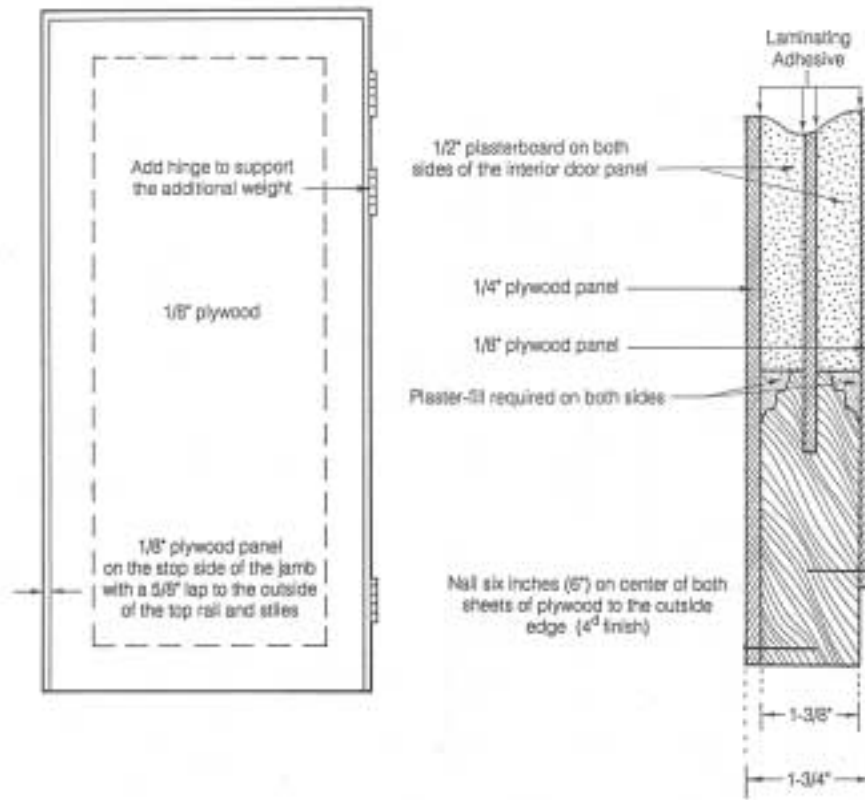


Figure 9. Acceptable Alternatives to 1-Hour Stairway Doors

Figure 9 shows an acceptable method for altering a 1-3/8 inch panel door to meet the minimum requirements for a one-hour stairway door.





CLIENT ASSISTANCE MEMO

Businesses in Your Home:
Home Occupations Allowed in
Residential Zones

April 1998

Home occupations which do not require any permits from the Department of Design, Construction and Land Use (DCLU), are allowed as accessory uses in residential zones in Seattle, subject to certain conditions. In both single family and multifamily zones the following regulations apply:

The home occupation must be conducted by a resident of the home or unit.

The home occupation must be clearly incidental to the use of the property as a dwelling.

The address of the home occupation may not be given in any advertisement. Addresses may be given on business cards, as long as the card also states that business is by appointment only.

Except for child care*, only one person not a resident of the dwelling unit may work for the home occupation.

The occupation must be conducted only within the principal structure and not within any accessory structure, except for parking of vehicles where normally permitted in the zone.

No outdoor storage is permitted in

conjunction with the occupation, and the only allowable exterior evidence of the occupation may be child care* play areas or other outdoor features normally associated with residential use, such as normally allowed parking.

A maximum of two passenger vehicles, vans or similar vehicles are permitted to operate in conjunction with the occupation.

The occupation is limited to one commercial delivery daily Monday through Friday, and no commercial delivery is permitted on Saturday, Sunday or federal holidays.

A home occupation may not cause or add to on-street parking congestion or cause a substantial increase in traffic through residential areas.

The occupation must not produce odor, dust, light and glare, electrical interference or other similar impacts extending beyond the property line of the lot where the occupation is located.

***Please Note:** *Anyone planning to operate a child care other than a Family Daycare Home, by Department of Social and Health Services definition, should request and read carefully DCLU Client Assistance Memo 108, "Requirements for Operating a Day Care in Seattle."*

Signs

In multifamily zones, illuminated or non-

illuminated signs which do not exceed 64 square inches in area are allowed. Signs are not allowed in single family zones, except those bearing only the name of the occupant.

Single Family Alterations

In single family zones, no exterior alterations are allowed to accommodate the home occupation. Only those interior alterations customary to residential use may be made.

Bed and Breakfast

Bed and Breakfast establishments are governed by different rules than other home occupations:

New bed and breakfast establishments are not permitted in single family zones. A bed and breakfast establishment may be operated in a dwelling unit in a multi-family zone by a resident, provided the dwelling unit existed as of August 11, 1982 and certain conditions apply.

These include the following:

The bed and breakfast must operate within one dwelling unit.

Other than a permitted sign, there must be no external evidence of the business use, and no structural alterations are permitted.

No more than two persons not residing in the dwelling unit may be employed in the bed and breakfast establishment.

Bed and breakfast establishments must provide parking — one space for the dwelling unit and one space for each two guest rooms or suites.

Animals

Businesses involving the keeping of animals have special rules outlined in Land Use Code Section 23.44.048.

More Information

If you anticipate operating a business out of your home and are unsure whether the Land Use Code allows it, please come to the DCLU Applicant Services Center, located on the 20th floor of Key Tower, 700 Fifth Avenue, to discuss your plans with a Land Use Planner, or call a Land Use Planner at (206) 684-8850. Land Use Planners are available during normal office hours, except Tuesday and Thursday mornings before 10:00 a.m.

PLEASE NOTE: *DCLU public information documents should not be used as substitutes for codes and regulations. Details of your project should be reviewed for specific compliance by DCLU staff.*

Department of Design, Construction and Land Use

Key Tower, 700 Fifth Avenue, Suite 2000, Seattle, WA 98104-5070

Find this and other Client Assistance Memos on our website:
www.cityofseattle.net/dclu

DCLU complies with the Americans with Disabilities Act. Accommodations for people with disabilities provided on request.

Public Agency Contacts

City of Seattle

Seattle Arts Commission
312 First Avenue North, 2nd Floor
Seattle, WA 98109
206-684-7171
www.cityofseattle.net/arts

Office of Housing
618 Second Avenue, 8th Floor
Seattle, WA 98104
206-684-0721
www.cityofseattle.net/housing

Seattle Fire Department
Public Education Office
220 Third Avenue S.
Seattle, WA 98104
206-386-1338
www.cityofseattle.net/fire

Department of Design, Construction and Land Use
(DCLU)
700 Fifth Avenue, Suite 2000
Seattle, WA 98104
206-684-8600
www.cityofseattle.net/dclu

King County

King County Office of Cultural Resources
Arts Commission
506 Second Avenue, Suite 200
Seattle, WA 98104
206-296-7580
www.metrokc.gov/exec/culture

Local Hazardous Waste Management
Program in King County
130 Nickerson Street, Suite 100
Seattle, WA 98109
206-263-3051
www.metrokc.gov/hazwaste

Washington State

Washington State Arts Commission
234 East Eighth Street
PO Box 42675
Olympia, WA 98504
360-753-3860
www.arts.wa.gov

United States Government

National Endowment for the Arts
1100 Pennsylvania Avenue NW
Washington, DC 20506
202-682-5400
www.nea.gov

Additional Resources & Contacts

Artist Trust
1835 12th Ave
Seattle, WA 98122
206-467-8734
www.artisttrust.org

Artspace Projects, Inc.
528 Hennepin Avenue, Suite 404
Minneapolis, Minnesota 55403
800-229-5715
www.artspaceprojects.org

Business Volunteers for the Arts
1301 Fifth Avenue, #2400
Seattle, WA 98101
206-374-2311
www.bvaseattle.org

Allied Arts
216 First Avenue S, Suite 253
Seattle, WA 98104
206-624-0432
www.alliedarts-seattle.org

Arts, Crafts, and Theatre Safety
www.caseweb.com/acts

Theatre Puget Sound
PO Box 19643
Seattle, WA 98109
206-770-0370
www.tpsonline.org

Pioneer Square Community Association
119 First Avenue S—Suite 100
Seattle, WA 98104
206-667-0687
www.pioneersquare.org

Sand Point Arts & Cultural Exchange (SPACE)
7400 Sand Point Way NE, Suite 226
Seattle, WA 98115
206-522-9529

Arts and Visually Impaired Audiences
332 17th Avenue East
Seattle, WA 98112
206-323-7190
aviaboss@aol.com

Washington Lawyers for the Arts
1634 11th Avenue
Seattle, WA 98122
206-328-7053
director@wa-artlaw.org

Art & Creative Materials Institute
www.creative-industries.com/acmi

NW Arts
www.viewit.com/nwarts/arts

Toronto Artscape, Inc.
www.torontoartscape.on.ca

Org Spaces San Francisco
www.orgspaces.org

Multi-Family Affordable Properties
www.aptfinder.org

Art Access
www.artaccess.com

Bibliography

Creating Space, A Guide to Real Estate Development for Artists, Cheryl Kartes, American Council for the Arts, 1993.

Doing Homework, Educating Yourself as a Warehouse Tenant, Catherine Orfald, Toronto Artscape Inc. 1996.

Artist Beware, The Hazards and Precautions in Working With Art and Craft Materials, Michael McCann, PH. D., Watson-Guptill Publications/New York. 2001.

Artists' Live/Work Space, Presented by: Allied Arts of Seattle and Washington Lawyers for the Arts, 1991.

Artists' Quake Aid Final Report, Prepared by Jennifer West for Artist Trust, Seattle Washington, 2001.

Pioneer Square, A Place for Artists, Pioneer Square Community Development Organization, 1997.

Developing Artists' Space: A checklist, Karen Guzak 1999 available online at www.angelarmsworks.com



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Seattle Arts Commission

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Seattle, WA 98109
(206) 684-7171
www.cityofseattle.net/arts

DCLU

Seattle Department of Design, Construction & Land Use
700 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 684-8600
www.cityofseattle.net/dclu

Seattle City Councilmember Nick Licata

600 Fourth Avenue, 11th Floor
Seattle, WA 98104-1876
(206) 684-8803
www.cityofseattle.net/council

Seattle Office of Housing

618 Second Avenue, 8th Floor
Seattle, WA 98104-2232
(206) 684-0721
www.cityofseattle.net/housing

