

July 21, 2010

**OFFICE OF THE HEARING EXAMINER  
KING COUNTY, WASHINGTON**

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Seattle, Washington 98104  
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**ORDER OF DISMISSAL**

SUBJECT: Department of Development and Environmental Services File No. **E9900491**

**GLENN GALLIHER**  
Code Enforcement Appeal

Location: 28015 Southeast Highpoint Way

Appellant: Glenn Galliher  
*represented by* **Michael Goode**  
WBC Consultants  
23618 SE Tiger Mountain Road  
Issaquah, Washington 98027  
Telephone: (425) 391-1111  
Facsimile: (425) 391-1119

King County: Department of Development and Environmental Services (DDES)  
*represented by* **Al Tijerina**  
900 Oakesdale Avenue SW  
Renton, Washington 98055-1219  
Telephone: (206) 296-6653  
Facsimile: (206) 296-6604

A formal Voluntary Compliance Agreement was reached between the parties on June 17, 2009. It was recorded May 20, 2010, and a copy forwarded to the Examiner's Office this date. As a formal Agreement has been executed governing the remaining violations asserted in the Notice and Order on appeal,<sup>1</sup> the above-referenced appeal is moot. The appeal is accordingly DISMISSED and the Examiner's jurisdiction over the matter is terminated.

ORDERED July 21, 2010.



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Peter T. Donahue  
King County Hearing Examiner

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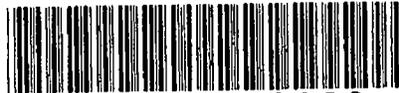
<sup>1</sup> Violation no. 2 of the Notice and Order regarding a playhouse had earlier been stipulated by the parties as having been resolved.

**NOTICE OF RIGHT TO APPEAL**

The Examiner's summary dismissal order shall be final and conclusive unless proceedings for review of the decision are properly commenced in superior court within 21 days of issuance of the Examiner's decision. (The Land Use Petition Act defines the date on which a land use final order or decision is issued by the Hearing Examiner as three days after the written document is mailed.)

PTD:vsm  
E9900491 ORD3

KING COUNTY  
DEPARTMENT OF DEVELOPMENT  
AND ENVIRONMENTAL SERVICES  
900 Oakesdale Avenue Southwest  
Renton, WA 98057-5212



20100520000109

DDES COMP 0.00  
PAGE-001 OF 004  
05/20/2010 09:41  
KING COUNTY, WA

v.

Glenn & Annette Galliher  
28015 SE High Point Way  
Issaquah, WA 98027

**VOLUNTARY COMPLIANCE  
AGREEMENT: ACKNOWLEDGEMENT  
OF KING COUNTY CODE VIOLATION**

CASE NUMBER: E9900491

ZONING: RA-10-P & RA-5-P

**LOCATION/ADDRESS AND LEGAL DESCRIPTION:**

ADDRESS: 28015 SE High Point Way

ACCOUNT: 302407-9020

LEGAL DESCRIPTION:

ALL C/M RGTS IN NW 1/4 OF SW 1/4 S 1/2 OF SW 1/4 & UNDER ST P C/R/W & C M & P S R Y R/W

QSTR: 03 24 07

**RECITATION:**

WE, *Glenn and Annette Galliher*, HEREBY ADMIT THAT THE FOLLOWING CONDITIONS EXIST AT THE ABOVE-DESCRIBED LOCATION AND CONSTITUTE CIVIL CODE VIOLATION(S), AND THAT WE ARE THE PERSONS RESPONSIBLE FOR CODE COMPLIANCE, AND HEREBY AGREE TO CORRECT THE VIOLATION(S) AS SET FORTH IN THIS VOLUNTARY COMPLIANCE AGREEMENT.

**CIVIL CODE VIOLATIONS:**

As authorized by Title 23 of the King County Code, the King County Department of Development and Environmental Services (the "Department") has determined that civil code violation(s) have occurred at the above-described location, and that *Glenn and Annette Galliher* are the persons jointly and severally responsible for code compliance. The violation(s) of King County Code are listed below:

1. Remodel, addition, or alteration of an accessory structure (barn) without the required permits, inspections and approvals in violation of Sections 16.02.240 and 21A.28.020 of the King County Code and Sections 105.1 and 113.1 of the 2003 International Building Code.
2. Construction of a retaining wall that exceeds 4 feet in height without the required permits, inspections, and approvals in violation of Sections 16.02.240 of the King County Code and Section 105.2 of the International Building Code.

**TO CORRECT THE VIOLATION(S) AND BRING THIS PROPERTY INTO COMPLIANCE THE UNDERSIGNED PERSON RESPONSIBLE FOR CODE COMPLIANCE MUST:**

1. Enter into a payment agreement to pay the fees associated with permit B06M2318 by **January 29, 2009.**

**AND**

Submit the first payment of 1500.00 by **January 29, 2009**, and stay current with the terms of the payment agreement.

2. Obtain permit B06M2318 by **August 1, 2009**. Call for and obtain a final inspection by **September 1, 2009**. If final occupancy is not granted at the first inspection, make any required corrections and obtain final approval by **October 1, 2009**.
  - **Should these corrections not be made by the above dates**, Glenn & Annette Galliher gives full consent to allow DDES to abate the violations listed above. If a decision is made to abate the violations, Glenn & Annette Galliher agree to allow DDES to enter the property with a contractor of their choice to either obtain the required permit(s) and approvals or demolishing the addition and demolishing or reducing the height of the retaining wall
  - **Within 30 days** of the completion of the abatement, Glenn & Annette Galliher agrees to reimburse DDES for the cost of the abatement described in paragraph two above, as well as any additional administrative costs and civil penalties for failure to comply, or enter into a payment agreement for same and stay current with the payment plan until the costs are fully paid.

**\*\* ANY PERMITS REQUIRED TO PERFORM THE CORRECTIVE ACTION MUST BE OBTAINED FROM THE PROPER ISSUING AGENCY. \*\***

#### **FAILURE TO COMPLY:**

If the Department determines that the undersigned person responsible for code compliance has not fully complied with the above stated requirements set in this Voluntary Compliance Agreement and the notice of noncompliance is not successfully challenged through administrative appeal, the Department may, without issuing a citation, notice and order or stop work order, impose any remedy authorized by Title 23 of the King County Code, which includes the assessment of the civil penalties identified herein, assessment of the costs incurred by the Department to pursue code compliance and to abate the violation(s), including legal and incidental expenses.

#### **CIVIL PENALTIES:**

If the Department determines that the undersigned persons responsible for code compliance have complied with the above stated requirements by the deadlines for compliance set in this Voluntary Compliance Agreement, those persons shall not incur any civil penalties for the violations.

If the Department determines that the undersigned persons responsible for code compliance have not complied with the deadlines for compliance and the notice of noncompliance is not successfully challenged through administrative appeal, those persons shall be liable for civil penalties for each remaining violation, commencing on the day the non compliance certificate is issued.

**Penalties imposed when the terms of the Voluntary Compliance Agreement are not met, accrue from the date the noncompliance certificate is issued. These fees are as follows.**

Violation 1: \$40.00 per day for the first 30 days; then \$80.00 per day for each day thereafter.  
Violation 2: \$40.00 per day for the first 30 days; then \$80.00 per day for each day thereafter.

#### **WAIVER AND ADMISSION:**

By entering into this Voluntary Compliance Agreement, those persons responsible for code compliance thereby admit that the conditions described in this Voluntary Compliance Agreement exist and constitute a civil code violation, and thereby agree that if the Department issues a notice of noncompliance, and if the notice of noncompliance is not successfully challenged through administrative appeal, those persons are subject to and liable for any remedy authorized by Title 23 of the King County Code.

Those persons responsible for code compliance understands that they are giving express authorization for DDES to ENTER the above listed property for the purposes of inspecting for compliance, and are **knowingly, voluntarily, and intelligently GIVING CONSENT**. Those persons responsible for code compliance further acknowledge that they are under no obligation to enter into this Voluntary Compliance Agreement and do so freely and voluntarily.

Those persons responsible for code compliance understands that they have the right to be served with a Citation, Notice and Order or Stop Work Order for any violation identified in the Voluntary Compliance Agreement, have the right to administratively appeal the contents of any such Citation, Notice and Order or Stop Work Order, and that they are **knowingly, voluntarily, and intelligently WAIVING THOSE RIGHTS**.

**ABATEMENT WORK/NOTICE OF LIEN:**

If the Department determines that the violations have not been completely corrected in the manner specified by the deadline set in this Voluntary Compliance Agreement the director may issue a notice of noncompliance and if the director issues a notice of noncompliance, and the notice of noncompliance is not successfully challenged through administrative appeal, King County may proceed to abate the violation(s) and cause the work to be done, and the undersigned persons responsible for code compliance shall be liable for the costs of abatement.

If any assessed civil penalty, cost of pursuing code compliance, and/or abatement costs are not paid, the director may charge the unpaid amount as a lien against the real property where the civil code violation occurred if owned by the undersigned persons responsible for code compliance and as a joint and several personal obligation of all persons and/or entities responsible for code compliance.

**NOTIFICATION OF RECORDING:**

A copy of this Voluntary Compliance Agreement shall be recorded against the property where the violation occurred in the King County Office of Records and Elections. King County shall file a Certificate of Compliance when the property is brought into compliance.

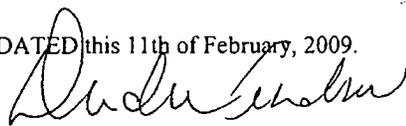
**DUTY TO NOTIFY:**

The undersigned person responsible for code compliance has the DUTY TO NOTIFY the Department of ANY ACTIONS TAKEN TO ACHIEVE COMPLIANCE WITH THIS VOLUNTARY COMPLIANCE AGREEMENT.

**REQUIREMENTS FOR AGREEMENT TO BE EFFECTIVE:**

**This Voluntary Compliance Agreement will have no force and effect unless it is signed, notarized and returned to the Department on or before March 14, 2009 at the close of business. If the Voluntary Compliance Agreement is not returned as required by this section, it will have no force and effect and the Department will be authorized to take further enforcement action.**

DATED this 11th of February, 2009.

  
Deidre Andrus  
Code Enforcement Supervisor

DA: AT: tw

E9900491 - Galliher  
February 11, 2009  
VCA Page 4

We, Glena and Annette Galliher are the persons responsible for code compliance and hereby enter into this Voluntary Compliance Agreement as of 5/28/09

We do  do not  (check a box) own the property identified in this Voluntary Compliance Agreement.

We have read this Agreement and understand its contents, and knowingly, voluntarily and intelligently agree to its terms.

[Signature]  
NAME \_\_\_\_\_ Date 6/17/09  
[Signature]  
NAME \_\_\_\_\_ Date 6/17/09

SUBSCRIBED AND SWORN TO ME BEFORE THIS 17<sup>th</sup> DAY OF June, 2009.  
Date Month Year

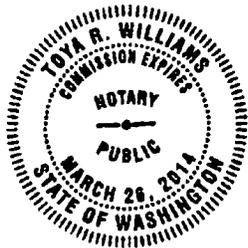


[Signature]  
Notary Public in and for the State of Washington, Residing at ISSAQUAH City

This VOLUNTARY COMPLIANCE AGREEMENT was signed, notarized and returned to the Department on 6/18/09

[Signature]  
for DDES Code Enforcement  
6/18/09  
Date

SUBSCRIBED AND SWORN BEFORE ME THIS 18 DAY OF Jun, 2009.  
Date Month Year



[Signature]  
Notary Public in and for the State of Washington, Residing at Renton