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Honorable Steven Scott

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CITY OF BOTHELL, a municipal
corporation,

Plaintiff,

NO. 04-2-11578-7 SEA

PRELIMINARY INJUNCTION

v.

CORPORATION OF THE CATHOLIC
ARCHBISHOP OF SEATTLE, a
Corporation Sole, acting through St.
Brendan Parish; and SEATTLE HOUSING
AND RESOURCE EFFORT AND THE
WOMEN'S HOUSING, EQUALITY AND
ENHANCEMENT LEAGUE, a Washington
nonprofit corporation,

Defendants.

THIS MATTER having come before the Court on Plaintiff City of Bothell's
Motion for Preliminary Injunction on June 10, 2004, the Court having considered the
evidence and arguments submitted by the parties and the Court having entered findings
and conclusions of law, and the Court being fully advised in the premises, NOW,
THEREFORE,

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants
2 shall adhere to the following conditions unless and until such time as Defendants obtain a
3 valid and current permit from the City of Bothell for operation of a homeless tent
4 encampment on the undeveloped property in the 10100 block of NE 195th Street, Bothell,
5 Washington 98011 (King County Assessor's Parcel Number 0526059228 - "Subject
6 Property").

7 1. Comply with the applicable terms of section III(J) of the Consent Decree
8 entered into on March 13, 2002 by SHARE/WHEEL, El Centro De La Raza, and the City
9 of Seattle in the Washington Court of Appeals Case No. 49428-7-I, a copy of which is
10 attached to Plaintiff's Motion for Preliminary Injunction, as follows:

11 A. Defendant SHARE/WHEEL shall enter into a written agreement
12 with St. Brendan Parish regarding the establishment of the tent
13 encampment known as Tent City 4. The written agreement shall state the
14 maximum duration that Tent City 4 will remain at St. Brendan Parish.
15 SHARE/WHEEL shall send a copy of the written agreement to the City of
16 Bothell Community Development Department.

17 B. The maximum number of residents at Tent City 4 is 100.

18 C. SHARE/WHEEL may establish or maintain no more than one
19 encampment at any one time within the limits of the City of Bothell.
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21 D. SHARE/WHEEL will not permit children to stay overnight at Tent
22 City 4, except under exigent circumstances. If and when such
23 circumstances occur and a child under the age of 18, either alone or
24 accompanied by a parent or guardian, attempts to stay at Tent City 4,
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1 SHARE/WHEEL will immediately contact Child Protective Services, and
2 endeavor to find alternative shelter for the child and any accompanying
3 parent(s) or guardian(s).

4 E. The site shall have a 20 foot setback in each direction from the
5 boundary of the lot, but if that is not available and established vegetation
6 is not sufficiently dense to obscure view, a 6 foot high view-obscuring
7 fabric fence will be established.

8 F. SHARE/WHEEL will permit inspections of Tent City 4 by the
9 Seattle & King County Public Health Department without prior notice,
10 and implement all directives of the Health Department within the time
11 period specified by the Health Department.

12 G. SHARE/WHEEL will permit inspections of Tent City 4 by Bothell
13 Fire & EMS, without prior notice. SHARE/WHEEL will implement all
14 directives of Bothell Fire & EMS within 48 hours of notice.

15 H. SHARE/WHEEL will permit inspections of Tent City 4 by
16 inspectors from the Bothell Community Development Department at
17 reasonable times without prior notice for compliance with the terms of this
18 order.
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20 I. Code of Conduct

21 a. SHARE/WHEEL will implement and enforce at all times at
22 Tent City 4 its code of conduct. The code of conduct shall be amended to
23 prohibit littering at the St. Brendan Parish site and in the neighborhood
24 surrounding the St. Brendan Parish site. The current code of conduct shall
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1 be amended to require a trash patrol every other day in the neighborhood
2 surrounding the St. Brendan Parish site. With the above-described
3 amendments, the code of conduct requires that all Tent City 4 residents
4 abide by the following:

- 5 1. No drugs are permitted.
- 6 2. No alcohol is permitted.
- 7 3. No weapons are permitted.
- 8 4. All knives over 3 and one-half inches must be
9 turned into SHARE/WHEEL for safekeeping.
- 10 5. No violence is permitted
- 11 6. No open flames are permitted.
- 12 7. No trespassing into private property in the host
13 neighborhood is permitted.
- 14 8. No loitering in the host neighborhood is permitted.
- 15 9. Disturbing neighbors is not permitted.
- 16 10. No verbal abuse, intimidating remarks, yelling or
17 degrading remarks against member(s) of the host or
18 the host neighborhood is permitted.
- 19 11. No verbal abuse, intimidating remarks, yelling or
20 degrading remarks between member(s) of
21 SHARE/WHEEL is permitted.
- 22 12. No littering on the encampment site or in the host
23 neighborhood is permitted.
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1 b. Enforcement of the Code of Conduct. For the protection of
2 the SHARE/WHEEL community, St. Brendan Parish (host) and the
3 surrounding neighborhood (host neighborhood), SHARE/WHEEL will
4 diligently enforce its code of conduct. SHARE/WHEEL will take the
5 following enforcement actions:

6 1) Upon notice by the City of Bothell to SHARE/WHEEL,
7 or if SHARE/WHEEL learns of a potential violation of provisions 1-7 of
8 the Code of Conduct as set forth above, SHARE/WHEEL will investigate
9 and, if sustained, require the responsible resident(s) to leave immediately.
10 If the complaint of violation was made by the City of Bothell, the host or a
11 host neighborhood member, SHARE/WHEEL will inform the City of
12 Bothell, the host or the host neighborhood member(s) of the results of its
13 investigation and any action taken.

14 2) Upon notice by the City of Bothell to SHARE/WHEEL,
15 or if SHARE/WHEEL learns of a potential violation of provisions 8-12 of
16 the Code of Conduct as set forth above, SHARE/WHEEL will investigate
17 and, if sustained, notify the responsible resident(s) of the violation and
18 issue them a warning. That warning will notify the responsible resident(s)
19 that they are on probation and that a repeated violation of the Code of
20 Conduct during the period that the encampment remains at the host site
21 will cause SHARE/WHEEL to require them to leave the encampment
22 immediately. SHARE/WHEEL will inform the City of Bothell, the host
23 or the host neighborhood member(s) of the results of its investigation and
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1 any action taken.

2 If SHARE/WHEEL fails to expel residents who violate the Code
3 of Conduct as required in paragraphs 1) and 2) above, SHARE/WHEEL
4 will be subject to the Dispute Resolution and Sanctions provision of this
5 preliminary injunction set forth in paragraph 6 below.

6 J. SHARE/WHEEL shall remain at Tent City 4 no longer than its
7 commitment to St. Brendan Parish as specified in the agreement with St.
8 Brendan Parish.

9 3. SHARE/WHEEL, St. Brendan Parish and the City of Bothell shall designate
10 contact persons for service of all notices provided for in this order. All parties are under a
11 continuing obligation to update the designation of their respective contact persons as
12 necessary.

13 4. SHARE/WHEEL and St. Brendan Parish agree to allow Bothell Police officers to
14 enter onto the common areas of Tent City 4, if the Police Department deems it necessary
15 to protect the health, safety, and welfare of Bothell and/or Tent City residents.

16 5. SHARE/WHEEL and/or St. Brendan Parish personnel agree to contact the Bothell
17 Police Department if someone is rejected or ejected from Tent City 4.

18 6. Dispute Resolution and Sanctions.

19 A. The parties agree to submit any dispute between them about compliance
20 with this preliminary injunction as ordered to dispute resolution before initiating further
21 judicial proceedings or enforcement. Upon reasonable belief that the terms of this
22 preliminary injunction has been breached, the party aggrieved will notify all other parties
23 in writing (with email or facsimile acceptable if receipt is confirmed) of the breach.
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1 Within two (2) business days of receipt of notice, the recipient shall cure the breach or
2 request a dispute resolution meeting which shall be held within the next five (5) working
3 days, or at a time mutually agreeable to all parties. If the dispute is not resolved at that
4 meeting, the parties shall present their disagreement to a trained mediator. The parties
5 will jointly agree to a mediator. If mediation fails to bring resolution, one or more of the
6 parties may initiate action in Superior Court to enforce the terms of this preliminary
7 injunction.

8 B. Notwithstanding the foregoing, if the alleged breach presents an imminent
9 threat to the public health or safety, the City of Bothell, after oral or written notice to
10 SHARE/WHEEL, may seek immediate judicial intervention.

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12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to
13 CR 65(c), the City of Bothell shall not be required to post a bond or other form of security.

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15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court
16 shall retain jurisdiction to hear any further motions or other matters related to this matter.

17 DONE IN OPEN COURT this ____ day of June, 2004.

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19 _____
20 Honorable Steven Scott

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25 Presented by:

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CITY OF BOTHELL

By: _____
Michael Weight
WSBA No. 11643
City Attorney

KENYON DISEND, PLLC

By: _____
Stephen R. King
WSBA No. 29790
Attorneys for Plaintiff

Notice of Presentation Waived;
Copy Received, Approved for Entry:

Rodney T. Harmon, P.S.

By: _____
Rodney T. Harmon
WSBA No. 11059
Attorney for Defendant

Driscoll & Hunter

By: _____
Theodore Paul Hunter
WSBA No. 8453
Attorney for Defendant