

**ORIGINAL**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY**

CITY OF WOODINVILLE, a Washington )  
Municipal Corporation, )

Plaintiff )

v. )

NORTHSHORE UNITED CHURCH )  
OF CHRIST; and SEATTLE HOUSING )  
AND RESOURCE LEAGUE, )  
Defendants )

NO. 06-2-16416-4SEA

TEMPORARY  
RESTRAINING ORDER

THIS MATTER having come before the Court on plaintiff City of Woodinville's Motion, the Court having considered the evidence and arguments submitted by the parties, and the Court being fully advised; NOW, THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the defendants shall adhere to the following conditions. Such conditions shall govern the operation of the homeless tent encampment on the Northshore United Church of Christ (NUCC) property located at 18900 168<sup>th</sup> Avenue NE, Woodinville, Washington, *which encampment ~~may be~~ is allowed pending full hearing*

1. The maximum number of residents at TC4 is 80. *on plaintiff's motion for preliminary injunction*
2. SHARE/WHEEL and/or NUCC may establish and maintain no more than one encampment at any time within the limits of the City of Woodinville.
3. SHARE/WHEEL and or NUCC will not permit children to stay overnight at Tent City 4, except under exigent circumstances. If and when such circumstances occur and a child under the age of 18, either alone or accompanied by a parent or guardian, attempts to stay at Tent City 4, SHARE/WHEEL will immediately contact Child Protective Services, and endeavor to find alternative shelter for the child and any accompanying parent(s) or guardian(s).
4. The site shall have a 20-foot setback in each direction from the boundary of the lot. If that is not available and established vegetation is not sufficiently dense to obscure view, a 6-foot high view obscuring fabric fence shall be established.
5. SHARE/WHEEL will permit inspections of TC4 by the Seattle and King County Public Health Department without prior notice and implement all directives of the Health Department with the time specified by the Health Department.
6. Code of Conduct. SHARE/WHEEL will implement and enforce at all times at TC4 its Code of Conduct. The Code of Conduct requires that all TC4 residents abide by the following:

1. No drugs are permitted.

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2. No alcohol is permitted.
3. No weapons are permitted.
4. All knives over 3 and one-half inches must be turned into SHARE/WHEEL for safekeeping.
5. No violence is permitted.
6. No open flames are permitted.
7. No trespassing into private property in the host neighborhood is permitted.
8. No loitering in the host neighborhood is permitted.
9. Disturbing neighbors is not permitted.
10. No verbal abuse, intimidating remarks, yelling or degrading remarks against member(s) of the host or the host neighborhood is permitted.
11. No verbal abuse, intimidating remarks, yelling or degrading remarks between member(s) of SHARE/WHEEL is permitted.
12. No littering on the encampment site or in the host neighborhood is permitted.

Enforcement of the Code of Conduct. For the protection of the SHARE/WHEEL community, NUCC (host) and the surrounding neighborhood (host neighborhood), SHARE/WHEEL will diligently enforce its code of conduct. SHARE/WHEEL will take the following enforcement actions:

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

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

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

SHARE/WHEEL, NUCC, and the City shall designate contact persons for the service of all notices provided for in this order. All parties are under a continuing obligation to update the designation of their respective contact persons as necessary.

SHARE/WHEEL and/or NUCC personnel agree to immediately contact the City Police Department if someone is rejected or ejected from TC4 for violation of the code of conduct.

#### Dispute Resolution and Sanctions

A. The parties agree to submit any dispute between them about compliance with this temporary order to dispute resolution before initiating further judicial proceedings or enforcement of this order. Upon reasonable belief that the terms of this temporary order has been breached, the party aggrieved will notify all other parties in writing (with email or facsimile acceptable if receipt is confirmed) of the breach. Within two (2) business days of receipt of

1 notice, the recipient shall cure the breach or request a dispute resolution meeting which shall be  
2 held within the next five (5) working days, or at a time mutually agreeable to all parties. If the  
3 dispute is not resolve at that meeting, the parties shall present their disagreement to a trained  
4 mediator. The parties will jointly agree to a mediator. If mediation fails to bring resolution, one  
5 or more of the parties may initiate action in Superior Court to enforce the terms of this  
6 preliminary injunction.

7 B. Notwithstanding the foregoing, if the alleged breach presents an imminent threat to the  
8 public health or safety, after oral or written notice to SHARE/WHEEL if practicable (for e.g.  
9 imminent threat to safety), the City may seek immediate judicial intervention or may take such  
10 action as necessary to abate or prevent such imminent threat.

11 This temporary restraining order incorporates the conditions specified in the Woodinville  
12 Temporary Property Use Agreement dated August 25, 2004 between the City of Woodinville and  
13 SHARE/WHEEL, which include *inter alia* the following, where not in direct conflict with this  
14 order:

15 1. SHARE/WHEEL shall not establish or support in any way any other homeless  
16 encampments in the City of Woodinville during the period this temporary restraining order is in  
17 effect.

18 2. SHARE/WHEEL may jointly submit an application to locate a future tent city at  
19 some other church-owned location but (1) must allow sufficient time in the application process  
20 for public notice, public comment and due process pertaining to the permit application; and (2)  
21 must agree not to establish, sponsor, or support any homeless encampment within the City  
22 without a valid temporary use permit issued by the city.

23 3. SHARE/WHEEL will obtain verifiable identification from prospective and  
24 existing TC4 residents and obtain sex-offender and warrant checks as follows:

25 (a) SHARE/WHEEL will take all reasonable legal steps to obtain verifiable  
26 identification such as a driver's license, government issued identification card, military  
27 identification, or passport from all residents of TC4 and those seeking to be residents of  
28 TC4.

29 (b) Said identification shall be used by SHARE/WHEEL to obtain a warrant  
30 and sex-offender check from the Woodinville Police Department or King County  
31 Sheriff's office.

32 (c) If such warrant and sex-offender check reveals either that there exists an  
33 outstanding warrant from any jurisdiction in the United States for the arrest of the  
34 individual who is the subject of the check or (2) the subject of the check is a sex-offender  
35 required to register with the county sheriff of their county of residence pursuant to RCW  
36 9A.44.130 then SHARE/WHEEL will reject the subject of this check for the residency at  
37 TC4 or eject the subject of the check if that person is already a TC4 resident.

38 4. SHARE/WHEEL shall self-police and self-manage its residents and flatly prohibit  
39 alcohol, drugs, weapons, fighting, abuse of any kind, littering or disturbing neighbors while  
40 located on the Church property. All TC4 residents must sign an agreement to abide by the Code  
41 of Conduct, and failure to do so shall result in the noncompliant resident's immediate and  
42 permanent expulsion from the Property.

1 5. SHARE/WHEEL will appoint a TC4 Executive Committee member to serve "on  
2 duty" at all times to serve as a point of contact for the City. The names of the on duty Executive  
3 Committee members will be posted daily in the security tent.

4 TC4 will comply with Washington State and regulations concerning drinking water connections  
5 and solid waste disposal.

6 6. SHARE/WHEEL will permit access to the site at all times by the City Police  
7 Department.

8 7. SHARE/WHEEL shall immediately contact the City Police Department if  
9 someone is rejected or ejected from TC4 if the reason for the rejection or ejection is an active  
10 warrant or a match on the sex-offender check, or if in the opinion of the on duty Executive  
11 Committee member or on duty security staff, that the rejected/ejected person is a potential threat  
12 to the community.

13 All notices, requests, demands and other communications called for shall be in writing and shall  
14 be duly given by mailing by First Class Mail, postage pre-paid, by delivering the same by hand  
15 or by sending the same by telex or telecopy or email, to the following addresses or to such other  
16 addresses as the parties may designate by written notice in the manner aforesaid, provided these  
17 communications that are mailed shall not be deemed to have been given until three business days  
18 after mailing.

19 SHARE/WHEEL  
20 Scott Morrow  
21 Men's Organizer  
22 P.O. Box 2548  
23 Seattle, WA 98111  
24 (206) 448-7889

25 NUCC  
26 Pastor Paul Forman  
18900 168<sup>th</sup> Avenue NE  
Woodinville, WA

City of Woodinville  
Pete Rose, City Manager  
City Hall  
Woodinville, WA

Additional Conditions by Court

The temporary restraining order incorporates the following conditions specified by the Court on  
May 12, 2006:

1. The Church and SHARE/WHEEL must make transportation available to any individual  
who is rejected from or is ordered to leave TC4 for any reason during hours when there is no  
public transportation available; provided that, the individual to whom transportation is offered is  
the one who will decide whether or not to use the transportation which is provided.

2. NUCC will continue for the duration of the temporary restraining order to provide  
volunteer security for TC4 at all times Leota Junior High, Wellington Elementary, and Mack  
Elementary are in session or during school functions.

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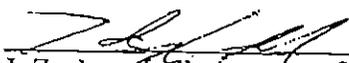
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to CR 65(c), the City shall not be required to post a bond or other form of security.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ~~this Court~~ <sup>King County Superior Court</sup> shall retain jurisdiction to hear any further motions or other matters related to this matter.

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DATED this 12<sup>th</sup> of May 2006.

Agreed to:

  
\_\_\_\_\_  
J. Zachary Lell, Attorney for the City  
Bar No. 28744

  
\_\_\_\_\_  
Theodore Paul Hunter, Attorney for SHARE,  
Bar No. 8453

  
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Anthony L. Rafel, Attorney for ~~Church Council~~  
~~Of Greater Seattle~~ Northshore  
Church of Christ JZC  
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SO ORDERED THIS 12<sup>TH</sup> DAY OF MAY 2006

  
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The Honorable Palmer Robinson