



1           The cities of Issaquah and North Bend have adopted policies and regulations that  
2 regulate adult entertainment businesses to limit adverse secondary effects on sensitive uses  
3 while providing sufficient opportunity for adult entertainment businesses to locate and  
4 operate within their respective city limits. The cities of Issaquah and North Bend have  
5 reviewed their policies and regulations to ensure that the sufficient opportunities for adult  
6 entertainment businesses within their city limits permitted by these policies and regulations  
7 will also provide sufficient opportunities for such businesses to serve the market of the  
8 areas likely to annex to each city.

9           SECTION 2. The county executive is hereby authorized to execute an interlocal  
10 agreement, substantially in the forms attached, with the cities of Issaquah and North Bend  
11 to honor the cities' policies regarding the location of new adult entertainment businesses.  
12 Each interlocal agreement shall state that King County will not permit new adult  
13 entertainment businesses in the areas identified as likely to annex to the respective city as  
14 long as the city maintains regulations that provide sufficient opportunities for adult  
15 entertainment businesses to operate within their city limits to serve the market for the city  
16 and the areas likely to annex to the city.

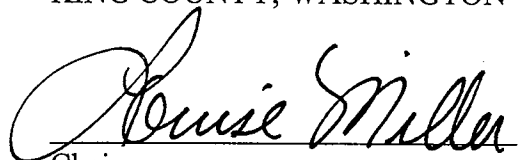
17           SECTION 3. All properties zoned RB (Regional Business), CB (Community  
18 Business) and O (Office) within the areas likely to annex to the cities of Issaquah and  
19 North Bend as identified on the maps attached to the interlocal agreements shall be flagged  
20 on the department of development and environmental services' property tracking systems  
21 to ensure permit applications for new adult entertainment businesses will not be processed

1 for these properties as long as the interlocal agreements remain in effect. A copy of each  
2 of the interlocal agreements and their attached maps shall be maintained on file at the  
3 department of development and environmental services.

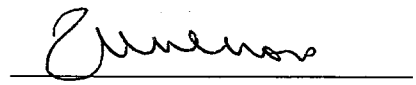
4 INTRODUCED AND READ for the first time this 5<sup>th</sup> day of April, 1999.

5 PASSED by a vote of 13 to 0 this 7th day of June, 1999.

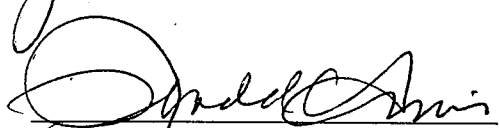
6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8   
9 Chair

10 ATTEST:

11   
12 Clerk of the Council

13 APPROVED this 10 day of June, 1999

14   
15 King County Executive

16 Attachments: A: An Interlocal Agreement Between King County and the City of  
17 Issaquah  
18 B: An Interlocal Agreement Between King County and the City of  
19 North Bend

**AN INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF ISSAQUAH  
RELATING TO THE PROVISION OF OPPORTUNITIES FOR THE LOCATION OF  
ADULT ENTERTAINMENT BUSINESSES**

This Agreement is hereby entered into by King County, a home rule charter county, a political subdivision of the State of Washington, herein after referred to as the "County," and the City of Issaquah, a municipal corporation of the State of Washington, herein referred to as the "City."

WHEREAS, the Countywide Planning Policies provide direction for planning and development within urban areas that are likely to annex to nearby cities, calling for interlocal agreements between the County and each city to ensure that land likely to annex to each city is developed in a manner consistent with its future annexation potential.

WHEREAS, the City has identified through Ordinance 2061 the area depicted in Exhibit A to this interlocal agreement as an area likely to annex to the City.

WHEREAS, the County's regulations could permit adult entertainment businesses to locate within the area likely to annex to the City as depicted in Exhibit A.

WHEREAS, there is substantial documentation that adult entertainment businesses result in adverse secondary effects, including increased crime rates, neighborhood blight and economic decline. A description of relevant studies regarding the secondary effects of adult entertainment businesses is included in Exhibit B to this interlocal agreement.

WHEREAS, the courts have determined that local governments can regulate adult entertainment businesses to limit their secondary effects on sensitive uses such as residential areas, schools, churches and areas where children gather as long as sufficient opportunity for expression is provided.

WHEREAS, the City has adopted policies and regulations which regulate adult entertainment businesses to limit secondary effects on sensitive uses while providing sufficient opportunity for adult entertainment businesses to locate and operate.

WHEREAS, there is substantial documentation that adult entertainment businesses serve a regional, as opposed to a local market, with patrons traveling from outside the local jurisdiction in which adult entertainment businesses are located. A description of relevant studies regarding

the regional nature of the market for adult entertainment businesses is also included in Exhibit B to this interlocal agreement.

NOW THEREFORE, pursuant to RCW 39.34 the County and the City hereby agree:

**I. PURPOSE.**

The purpose of this agreement is to allow the City to determine the appropriate location of new adult entertainment businesses within the City and within areas likely to annex to the City. The City has adopted policies and regulations to provide sufficient opportunity for adult entertainment businesses to locate and operate within the City limits, and thereby to provide sufficient opportunity for such businesses to serve the market for the greater Issaquah area, including that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A.

**II. DEFINITIONS.**

- A. *Area Likely to Annex*: The unincorporated urban area adjacent to a city that is expected to annex and within which urban growth shall be encouraged and should be developed.
- B. *Adult Entertainment Business*: Adult clubs, adult arcades or adult theaters as those terms are defined in the adult entertainment licensing provisions in King County Code Title 6 as currently adopted or hereafter amended.

**III. RESPONSIBILITIES.**

The responsibilities outlined in this Agreement relate to A) the identification of an area likely to annex to the City; and B) the adoption and/or maintenance of regulations governing the development of adult entertainment businesses within the City and the area likely to annex to the City.

- A. *Area Likely to Annex* - The City and County understand and agree that the area described on Exhibit A, attached to this Agreement and incorporated herein, is an area likely to annex to the City of Issaquah.
- B. *Regulations Governing the Development of Adult Entertainment Businesses*
  - 1. The City represents and agrees that it has adopted, and that it will maintain for the duration of this Agreement, policies and regulations that provide sufficient opportunity for adult entertainment businesses to locate and operate within the City limits and thereby to provide sufficient opportunity for such businesses to serve the market for the greater Issaquah area, including that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A. Upon entering this agreement, the City and the County

have reviewed the existing regulations and both parties agree that sufficient opportunity is provided.

2. The County represents and agrees that it will adopt, and that it will maintain for the duration of this Agreement, policies and regulations that prohibit new adult entertainment businesses from locating or operating in that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A, and licensing regulations for all adult entertainment businesses in unincorporated King County.

#### **IV. RELATIONSHIP TO EXISTING LAWS AND STATUTES.**

This Agreement is in no way intended to modify or supersede existing laws and statutes and shall be construed in a manner which is consistent therewith. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of the annexation statutes, Open Public Meetings Act, State Environmental Policy Act, Growth Management Act, King County Countywide Planning Policies, King County Comprehensive Plan, Issaquah Comprehensive Plan, and any other applicable laws and regulations.

#### **V. DURATION AND TERMINATION.**

- A. This Agreement shall take effect upon signature of both parties and shall remain in effect for a period of twenty (20) years thereafter or until the area likely to annex as identified in Exhibit A is in its entirety annexed into the City; provided that, this Agreement may be terminated at any time by mutual agreement of the parties, by either party if the other party has breached Section III of this Agreement upon written notice sixty (60) days prior to termination, or by either party upon written notice 12 months prior to termination.
- B. If any portion of this Agreement or the ordinances regulating adult entertainment in the City or that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A are invalidated by a court or administrative tribunal, then either party may terminate this Agreement upon written notice sixty (60) days prior to termination and either party may terminate this Agreement as directed by a court or administrative tribunal.
- C. The parties understand and agree that they shall make all reasonable efforts to coordinate any termination so that each party has sufficient time to take any necessary actions to address the regulation of adult entertainment in the areas subject to the terms of this Agreement.

#### **VI. FINANCIAL RESPONSIBILITY.**

This interlocal agreement does not have a financial impact.

## **VII. SEVERABILITY.**

In the event that any provision of this Agreement is declared invalid or illegal such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

## **VIII. INDEMNIFICATION.**

- A. If any claims, actions or suits are brought challenging the application of the prohibition on new adult entertainment business in that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A, or in that area as well as other areas of unincorporated King County, each party shall bear its own costs of defense and each party shall be responsible for its own liability.
- B. If, however, any claims, actions or suits are brought challenging the application of the prohibition on new adult entertainment businesses in whole or in part in that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A, and if any such claims, actions or suits, or any resulting liability, loss, costs, expenses or damages arises from or results from any breach of Section III of this Agreement by the County or City, or their respective officers, agents or employees, or any of them, the party responsible for the breach shall indemnify and hold harmless the other party from that portion of any liability, loss, costs expenses or damages resulting from the breach and shall pay the reasonable fees, costs and expenses of defending that portion of any claim, action or suit resulting from the breach. If final judgment be rendered against the City, the County, or jointly against both, including their respective officers, agents or employees, or any of them, the breaching party shall satisfy that portion of the same resulting from the breach.
- C. The County shall indemnify and hold harmless the City, its officers, agents or employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the County, its officers, agents or employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City, its officers, agents or employees, or any of them, or jointly against the City and the County or their respective officers, agents or employees, or any of them, the County shall satisfy the same.
- D. The City shall indemnify and hold harmless the County, its officers, agents or employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents or employees or any of them, in the performance of this Agreement. In the event that any such suit based on such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided, that the County retains the

right to participate in such suit if any principle of government or public law is involved. If final judgment be rendered against the County, its officers, agents or employees, or any of them, or jointly against the County and the City or their respective officers, agents or employees, or any of them, the City shall satisfy the same.

E. If any claims, actions, suits, liability, loss, costs, expenses or damage are caused or result from the concurrent negligence of the City, its officers, agents or employees, or the County, its officers, agents or employees, this section shall be valid and enforceable only to the extent of the negligence of each party, its officers, agents or employees.

**IX. ADMINISTRATION.**

The provisions of this agreement will be managed by the Director of the King County Department of Development and Environmental Services or his/her designee, and the Issaquah Mayor or his/her designee.

**X. THIRD PARTY BENEFICIARIES.**

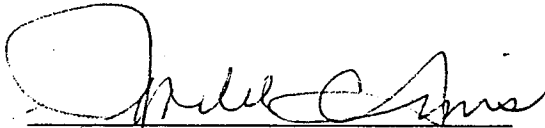
This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

**XI. AMENDMENTS.**

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

KING COUNTY

CITY OF ISSAQUAH




King County Executive

Date June 22, 1999

Approved as to Form:



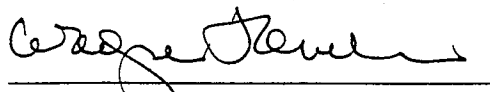
Deputy King County Prosecuting Attorney



Mayor

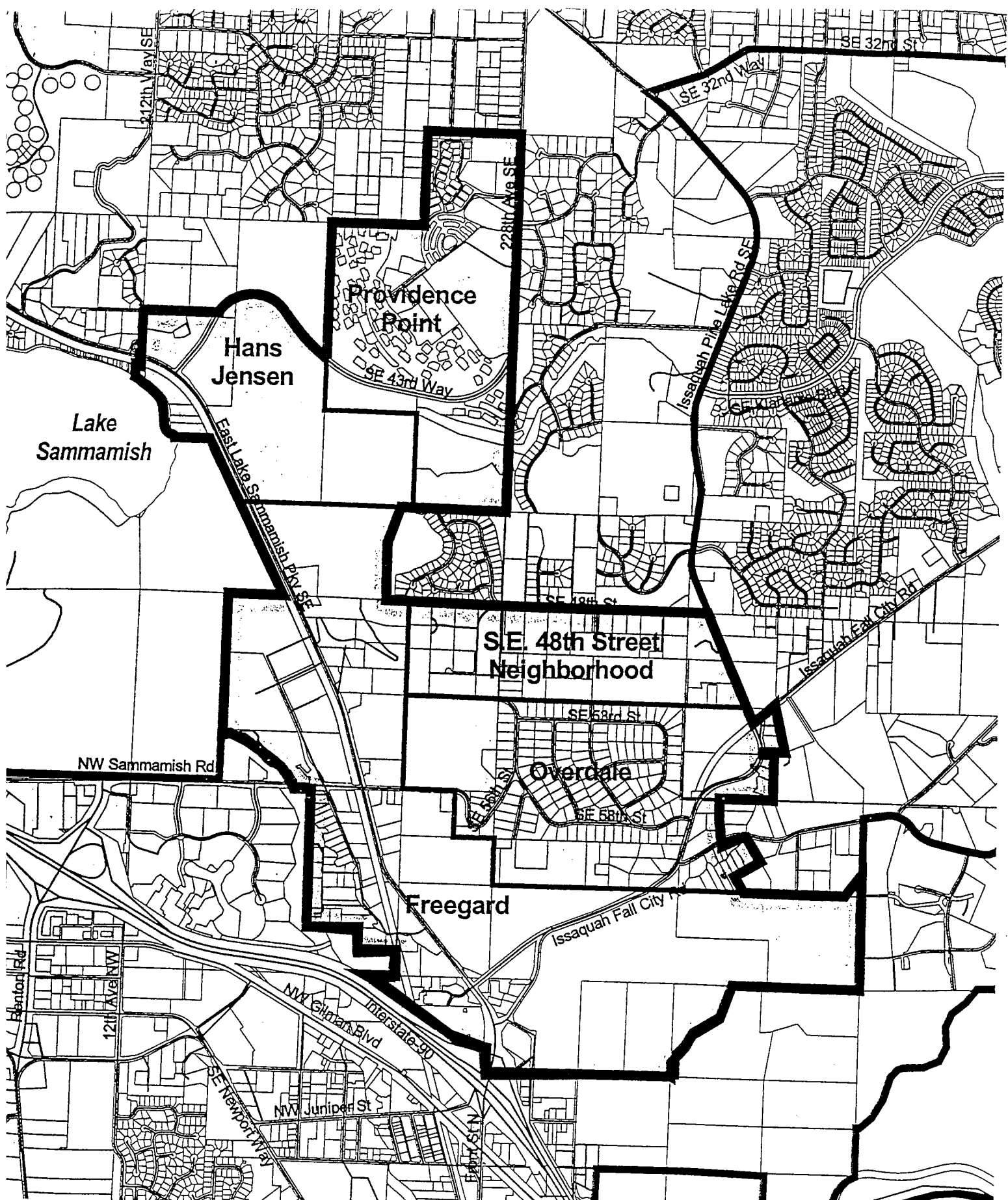
Date April 20, 1999

Approved as to Form:











City Attorney





**North Issaquah Annexation Study Area**  
**Exhibit A** (PAA's)

-  North Issaquah Annexation Area, Subareas
-  Providence Point: 1
-  Hans Jensen: 2
-  Freegard: 3
-  S.E. 48th Street Neighborhood: 4
-  Overdale: 5
-  City of Sammamish
-  City of Issaquah

**King County**  
 Department of Development and Environmental Services  
 Geographic Information System  
 This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

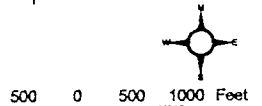


TABLE OF POPULATIONS AND LAND USE PERCENTAGES

Jurisdiction	Population	Residential	Commercial	Industrial	No. of Sites	Results
Issaquah 1995 City limits	9,255	73%	27%	0	32	
Issaquah existing City limits	9,900	79%	21%	0	32	
Issaquah + N. Issaquah PAA	11,700	NA	NA	NA	32	
Ramsey, MN	17,000	80%	5%	15%	NA	NA
Renton, WA	45,170	65.3%	18.55%	16.15%	NA	NA
Whittier, CA	82,511	57%	6.4%	3%	Less than 12	lack of sites for all adult businesses
Little Rock, AR	179,000	NA	NA	NA	97	enough sites for all adult businesses
Jackson, MS	196,637	28%	NA	4%	8 - 32	enough sites for all adult businesses
Minneapolis, MN	366,480	36.3%	4.8%	4.9%	120	enough sites for adult theaters
El Paso, TX	605,000	42%	6%	10%	40 - 56	enough sites for all adult uses
Tampa, FL	834,000	44%	15%	26%	72	enough sites for all adult uses
Adams County, CO	NA	NA	NA	NA	4	lack of sites for adult theaters
Broward County, FL	1,399,100	NA	NA	NA	26	enough sites for adult nightclubs
Houston, TX	1,816,000	NA	NA	NA	100+	enough sites for all adult businesses
Chicago, IL	2,768,000	NA	NA	NA	57 - 91	enough sites for all adult uses

NA = Not Available

Adapted from Memorandum prepared by City Attorney on February 10, 1997

I-90

Tennis Academy

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⑧

SR 900

GILMAN BLVD.

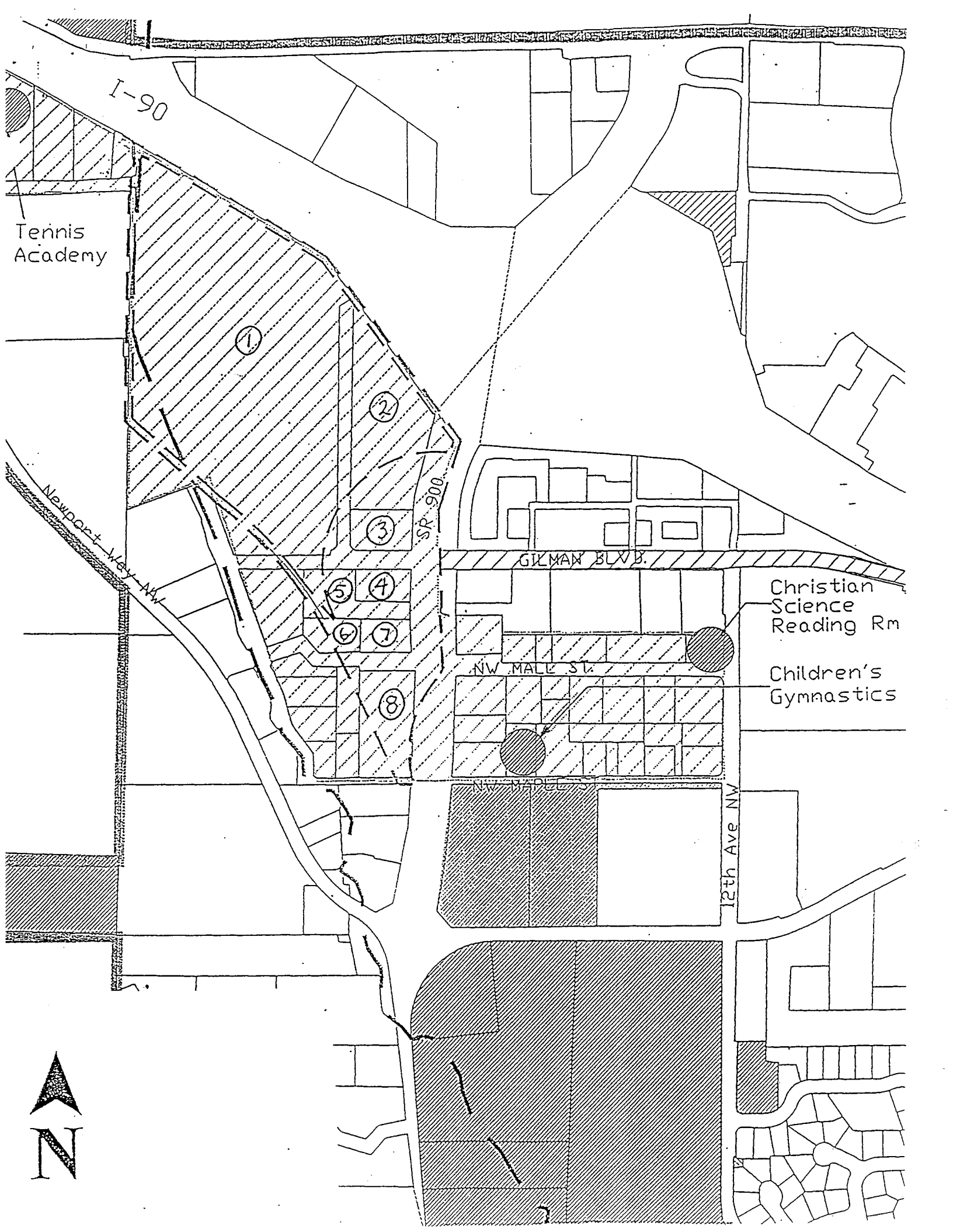
Christian Science Reading Rm

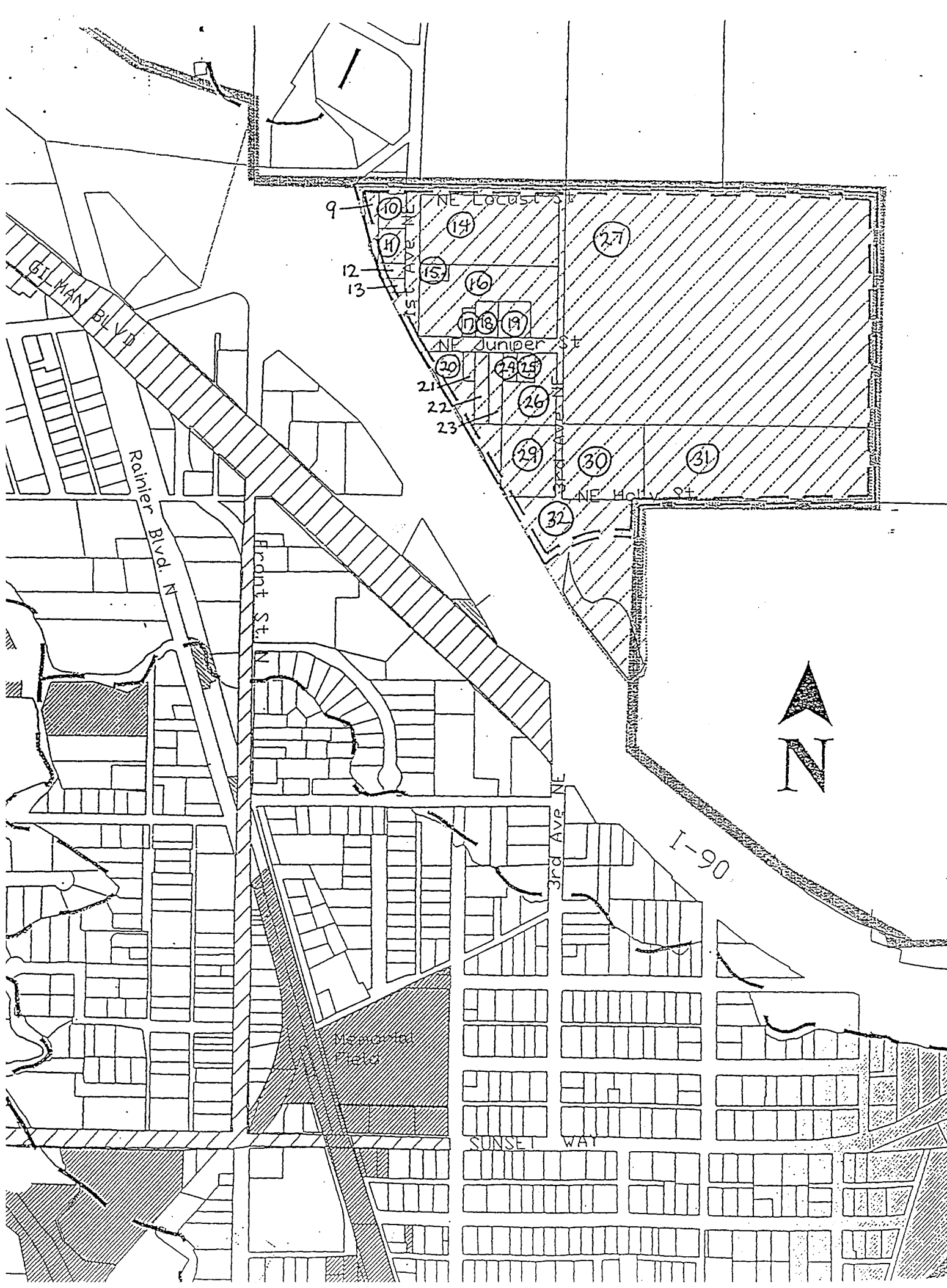
NW MALL ST.

Children's Gymnastics

NW 12th St.

12th Ave NW





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I-90

SUNSET WAY

POTENTIAL ADULT ENTERTAINMENT SITES (8/19/96)

#	PARCEL #	OWNER	ACRES	PHYS. CONSTRAINT*	LEGAL CONSTRAINT*
1	2024069086	ROWLEY ENT. INC.	26.48		
2	2024069114	ROWLEY ENT. INC.	5.23		
3	2024069113	ROWLEY ENT. INC.	1.16		
4	2024069078	TBD INC	.80		
5	7450900400	ROWLEY ENT. INC.	1.60		
6	7450900410	ROWLEY ENT. INC.	.80		partial by buffer
7	7450900420	CITY OF ISSAQUAH	.79		
8	2924069085	BURKE, PATRICIA A.	2.65		partial by buffer
9	8843500215	SAMUELSON, STEVE	.27		
10	8843500208	RUBY, HAROLD	.40		
11	8843500209	MOEN, HARVEY	.40		
12	8843500204	AMES, MARY J.	.15		
13	8843500205	PICKARD, JEANETTE	.13		
14	8843500150	LAKESIDE INDUSTRIES	5.30		
15	8843500120	SAM PLAT WATER & S	2.12		
16	8843500124	LAWRENCE, WILLIAM	.16		
17	8843500136	RADLEY, ALVIN	.34		
18	8843500138	SHIREY CONTRACTING	.48		
19	8843500145	HUFNAGL, TOM G	.83		
20	8843500109	JUNIPER ASSOCIATES	.75		
21	8843500107	JUNIPER ASSOC.	.14		
22	8843500101	HODGE, KEN	.41		
23	8843500100	HODGE, KEN	.41		
24	8843500091	NASON, DIANA L.	.16		
25	8843500092	BLUNDELL, J & WIDEN	.22		
26	8843500090	HODGE, KEN	1.26		
27	2724069007	REID, ROBERT & JEAN	30.00		
28	8843500075	FACILITY ENG. SVCS.	.44		
29	8843500080	CITY OF ISSAQUAH	1.64		
30	2724069174	CITY OF ISSAQUAH	5.35		
31	2724069038	REID, ROBERT & JEAN	7.4		
32	2724069056	CITY OF ISSAQUAH	.94		partial by buffer

\* As best determined by available records

**AN INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF NORTH BEND  
RELATING TO THE PROVISION OF OPPORTUNITIES FOR THE LOCATION OF  
ADULT ENTERTAINMENT BUSINESSES**

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**WHEREAS**, the Countywide Planning Policies provide direction for planning and development within urban areas that are likely to annex to nearby cities, calling for interlocal agreements between the County and each city to ensure that land likely to annex to each city is developed in a manner consistent with its future annexation potential.

**WHEREAS**, the City has identified through Ordinance 967 the area depicted in Exhibit A to this interlocal agreement as an area likely to annex to the City.

**WHEREAS**, the County's regulations could permit adult entertainment businesses to locate within the area likely to annex to the City as depicted in Exhibit A.

**WHEREAS**, there is substantial documentation that adult entertainment businesses result in adverse secondary effects, including increased crime rates, neighborhood blight and economic decline. A description of relevant studies regarding the secondary effects of adult entertainment businesses is included in Exhibit B to this interlocal agreement.

**WHEREAS**, the courts have determined that local governments can regulate adult entertainment businesses to limit their secondary effects on sensitive uses such as residential areas, schools, churches and areas where children gather as long as sufficient opportunity for expression is provided.

**WHEREAS**, the City has adopted policies and regulations which regulate adult entertainment businesses to limit secondary effects on sensitive uses while providing sufficient opportunity for adult entertainment businesses to locate and operate.

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**NOW THEREFORE**, pursuant to RCW 39.34 the County and the City hereby agree:

## **I. PURPOSE.**

The purpose of this agreement is to allow the City to determine the appropriate location of new adult entertainment businesses within the City and within areas likely to annex to the City. The City has adopted policies and regulations to provide sufficient opportunity for adult entertainment businesses to locate and operate within the City limits, and thereby to provide sufficient opportunity for such businesses to serve the market for the greater North Bend area, including that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A.

## **II. DEFINITIONS.**

- A. *Area Likely to Annex*: The unincorporated urban area adjacent to a city that is expected to annex and within which urban growth shall be encouraged and should be developed.
- B. *Adult Entertainment Business*: Adult clubs, adult arcades or adult theaters as those terms are defined in the adult entertainment licensing provisions in King County Code Title 6 as currently adopted or hereafter amended.

## **III. RESPONSIBILITIES.**

The responsibilities outlined in this Agreement relate to A) the identification of an area likely to annex to the City; and B) the adoption and/or maintenance of regulations governing the development of adult entertainment businesses within the City and the area likely to annex to the City.

- A. *Area Likely to Annex* - The City and County understand and agree that the area described on Exhibit A, attached to this Agreement and incorporated herein, is an area likely to annex to the City of North Bend.
- B. *Regulations Governing the Development of Adult Entertainment Businesses*
  - 1. The City represents and agrees that it will adopt, and that it will maintain for the duration of this Agreement, policies and regulations that provide sufficient opportunity for adult entertainment businesses to locate and operate within the City limits and thereby to provide sufficient opportunity for such businesses to serve the market for the greater North Bend area, including that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A.
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on Exhibit A, and licensing regulations for all adult entertainment businesses in unincorporated King County.

**IV. RELATIONSHIP TO EXISTING LAWS AND STATUTES.**

This Agreement is in no way intended to modify or supersede existing laws and statutes and shall be construed in a manner which is consistent therewith. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of the annexation statutes, Open Public Meetings Act, State Environmental Policy Act, Growth Management Act, King County Countywide Planning Policies, King County Comprehensive Plan, North Bend Comprehensive Plan, and any other applicable laws and regulations.

**V. DURATION AND TERMINATION.**

- A. This Agreement shall take effect upon signature of both parties and shall remain in effect for a period of twenty (20) years thereafter or until the area likely to annex as identified in Exhibit A is in its entirety annexed into the City; provided that, this Agreement may be terminated at any time by mutual agreement of the parties, by either party if the other party has breached Section III of this Agreement upon written notice sixty (60) days prior to termination, or by either party upon written notice 12 months prior to termination. Further, King County and the City shall work together to develop an interlocal agreement to identify the City's potential annexation area (PAA) boundary. The City shall sign the PAA agreement no later than June 30, 1999, and the King County Executive shall transmit a motion to the King County Council authorizing the King County Executive to sign the PAA agreement no later than 30 days after signature by the City. If the deadlines for the PAA agreement are not met, either party may terminate this Agreement upon sixty (60) days prior written notice.
- B. If any portion of this Agreement or the ordinances regulating adult entertainment in the City or that portion of unincorporated King County identified as an area likely to annex to the City on Exhibit A are invalidated by a court or administrative tribunal, then either party may terminate this Agreement upon written notice sixty (60) days prior to termination and either party may terminate this Agreement as directed by a court or administrative tribunal.
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**VI. FINANCIAL RESPONSIBILITY.**

This interlocal agreement does not have a financial impact.



## **VII. SEVERABILITY.**

In the event that any provision of this Agreement is declared invalid or illegal such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

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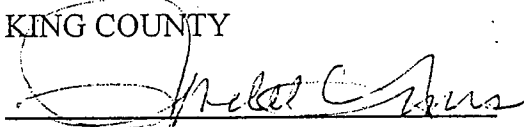
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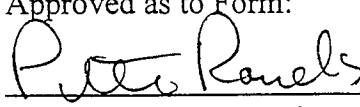
This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

KING COUNTY

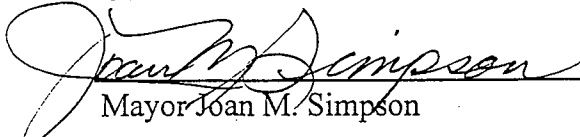
  
King County Executive

Date June 22, 1999

Approved as to Form:

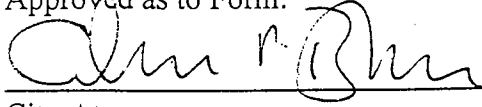
  
Deputy King County Prosecuting Attorney

CITY OF NORTH BEND

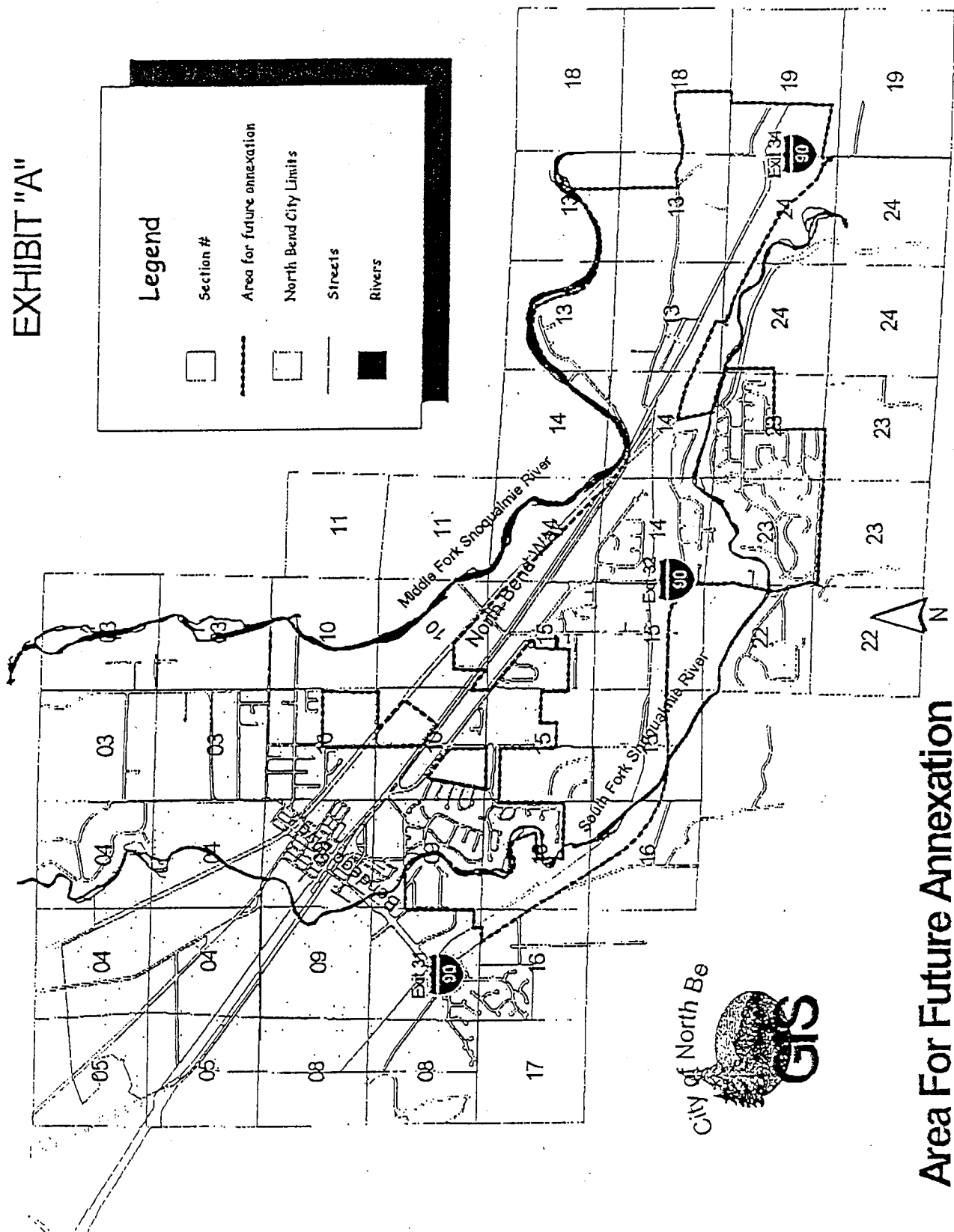
  
Mayor Joan M. Simpson

Date April 6, 1999

Approved as to Form:

  
City Attorney

# EXHIBIT "A"



## EXHIBIT "A"

**Legend**

- Section #
- Area for future annexation
- North Bend City Limits
- Streets
- Rivers

2 Miles

Printed: 16MAR99  
File: Annex.apr



### Area For Future Annexation