

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE APRIL 9, 2025

Those interested in attending the meeting virtually may use the following link:

<https://zoom.us/j/98750832914?pwd=3eNmGtLyPYwKV5qvVHv4tc207uylo3.1>

or for voice only, **Dial by your location:** (253) 215-8782

Meeting ID: 987 5083 2914 **Passcode:** 777859

9:00 a.m.	Commissioners' Office
10:00 a.m.	Human Services
10:30 a.m.	Human Resources
10:45 a.m.	Assessor
10:55 a.m.	Budget

NOON BREAK

1:00 p.m.	Planning & Community Development
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The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to CommentBOCC@islandcountywa.gov. If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

ASSISTIVE LISTENING AVAILABLE: Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 4/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: BOCC Staff

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Citizens Against Domestic & Sexual Abuse (CADA)

Description: CADA will offer an update on their programs and discuss possible areas to partner with the County.

Attachment: CADA presentation

Request: *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Administrative

Agenda Item No.: 2

Subject: Reappointment to Position 4 of the Board of Equalization (BOE)

Description: The Board has received a request for reappointment to Position 4 of the Board of Equalization. At this time the Board has determined the appointment will be for one year from date of appointment.

Attachment: BOE Roster

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

(Continued on next page)

Agenda Item No.: 3

Subject: Reappointment to Position 5 of the Board of Equalization (BOE)

Description: The Board has received a request for reappointment to Position 5 of the Board of Equalization. At this time the Board has determined the appointment will be for one year from date of appointment.

Attachment: BOE Roster

Request: (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 4

Subject: Reappointment to Position 7 of the Board of Equalization (BOE)

Description: The Board has received a request for reappointment to Position 7 of the Board of Equalization. At this time the Board has determined the appointment will be for one year from date of appointment.

Attachment: BOE Roster

Request: (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 5

Subject: Appointment to Position 8 of the Conservation Futures Program Citizens Advisory Board (CAB)

Description: The Board received a request for appointment to the Conservation Futures Program Citizens Advisory Board, Position 8. At this time the Board has determined the appointment will be for one year from date of appointment.

Attachment: CAB Roster

Request: (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

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Agenda Item No.: 6

Subject: **Appointment to Position 4 of the Ebey's Landing National Historical Reserve Trust Board**

Description: The Board received a request for appointment to the Ebey's Trust Board, Position 4. At this time the Board has determined the appointment will be for one year from date of appointment.

Attachment: **Ebey's Roster**

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 7

Subject: **Appointment to Position 6 of the Ebey's Landing National Historical Reserve Trust Board**

Description: The Board received a request for appointment to the Ebey's Trust Board, Position 6. At this time the Board has determined the appointment will be for one year from date of appointment.

Attachment: **Ebey's Roster**

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Agenda Item No.: 8

Subject: **Holiday Non-essential Counter Closures**

Description: The Board will discuss closing non-essential service counters in December.

Attachment: **None**

Request: *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

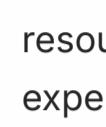
P.A. Review: Not Applicable



Andrea Downs, Executive Director

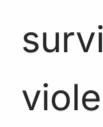
▪ Our Mission

Citizens Against Domestic & Sexual Abuse has been serving Whidbey Island since 1979, dedicated to offering critical support and resources.



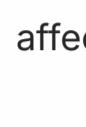
Domestic Violence Support

Providing critical resources for those experiencing domestic violence.



Sexual Violence Support

Offering vital support to survivors of sexual violence.



Stalking Support

Delivering essential services for individuals affected by stalking.



24/7 Crisis Hotline

Immediate assistance is now available.

A Survivor's Story

Behind every budget number, there is a real person, a real family, and real lives impacted by these decisions.

Our work is more than numbers—it's about safety, survival, and stability. CADA provides emergency shelter, legal advocacy, crisis intervention, and prevention programs.

These services are life-saving but resource-intensive. Without adequate funding, we cannot maintain the support that survivors rely on.

Funding Cuts & Their Impact

\$339,500

Total Reduction

Forcing staff cuts from 8.0 FTE to 3.5 FTE

\$155,500

VOCA Funding Cut

Reduces crisis advocacy services

\$184,000

ARPA Funding Loss

COVID stabilization support expiring

Critical Gaps in Services

Reduced Office Hours

Due to staffing needs, the office will be closed to walk-ins unless we have two staff members present.

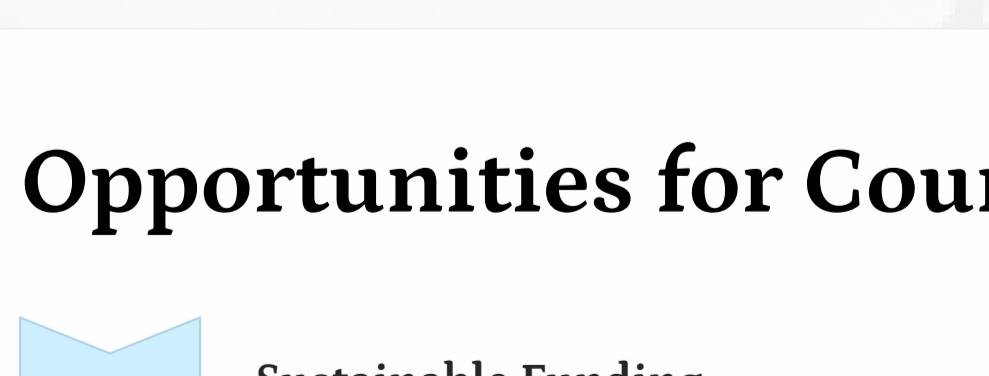
Longer Wait Times

Advocacy assistance may be delayed based on staff availability.

Reduced Outreach

Prevention programs will move to a volunteer basis

Why County Support is Critical



Public Safety

Domestic violence and sexual assault affects the entire community

Resource Efficiency

Prevention costs less than emergency response

Community Responsibility

Supporting survivors is a county-wide commitment

Opportunities for County Partnership



Sustainable Funding

Direct financial investment in crisis response and shelter services when able

Advocate for Support

Advocate for funding opportunities that can support the sustainability of CADA and the critical services we provide.

Collaboration

Strengthening partnerships between CADA, law enforcement, and county programs.

BOARD OF EQUALIZATION

<https://www.islandcountywa.gov/223/Board-of-Equalization>

RCW 84.48.026. ICC 2.50.010: The Board is comprised of Island County residents appointed by the Island County Board of Commissioners. These five members and two alternates serve **three-year terms** and must complete annual training hosted by the Department of Revenue. The Regular Convened Session begins 14 days after the Assessor certifies the assessment roll and continues for 28 days. After approval by the county legislative authority, hearings are then heard by the members of the board. Persons who have been employed in the Assessor's Office shall not sit on that county's board for a period of two years after leaving their employment. In addition, no current elected official or employee of an elected official may serve as a member.

POSITION	MEMBER	ORIG. APPT. DATE	TERM EXPIRES
1.	Vicki Jacobson	06/22/21	04/23/27
2.	Alan Hancock	03/15/22	03/15/25
3.	Ken Bixler	08/08/17	09/26/26
4.	Jason Joiner	07/18/23	03/15/25
5.	Bruce Rohm	05/23/23	05/10/25
6.	Don Mason	09/17/24	09/17/27
7.	Steve Schwalbe	03/15/22	03/15/25

The Board has received a request for reappointment for Position 4 from Jason Joiner.

BOARD OF EQUALIZATION

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3.	Ken Bixler	08/08/17	09/26/26
4.	Jason Joiner	07/18/23	03/15/25
5.	Bruce Rohm	05/23/23	05/10/25
6.	Don Mason	09/17/24	09/17/27
7.	Steve Schwalbe	03/15/22	03/15/25

The Board has received a request for reappointment for Position 5 from Bruce Rohm.

BOARD OF EQUALIZATION

<https://www.islandcountywa.gov/223/Board-of-Equalization>

RCW 84.48.026. ICC 2.50.010: The Board is comprised of Island County residents appointed by the Island County Board of Commissioners. These five members and two alternates serve **three-year terms** and must complete annual training hosted by the Department of Revenue. The Regular Convened Session begins 14 days after the Assessor certifies the assessment roll and continues for 28 days. After approval by the county legislative authority, hearings are then heard by the members of the board. Persons who have been employed in the Assessor's Office shall not sit on that county's board for a period of two years after leaving their employment. In addition, no current elected official or employee of an elected official may serve as a member.

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3.	Ken Bixler	08/08/17	09/26/26
4.	Jason Joiner	07/18/23	03/15/25
5.	Bruce Rohm	05/23/23	05/10/25
6.	Don Mason	09/17/24	09/17/27
7.	Steve Schwalbe	03/15/22	03/15/25

The Board has received a request for reappointment for Position 7 from Steve Shcwalbe.

CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD **(CAB)**

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>



Established pursuant to Resolution C-76-15, adopted July 28, 2015. The CAB is composed of nine voting members that represent conservation and community planning expertise and technical knowledge. Two members represent each commissioner's district, and three members represent the county at large. Terms are three years, with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expire each year.

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		Commissioner District #1		
1.	Todd Peterson		04/26/16	05/10/25
2.	Brandon Kelley		08/27/24	08/27/27
		Commissioner District #2		
3.	Karen Scharer		09/20/22	09/20/25
4.	VACANT			
		Commissioner District #3		
5.	Clay Thompson		10/15/24	10/15/27
6.	Kathryn A. Wells		04/26/16	12/31/24
		At Large		
7.	Linda Rhodes		05/09/23	05/09/26
8.	VACANT			
9.	VACANT			

The Board has received a request for appointment for Position 8 from Steve Giles.

EBEY'S LANDING NATIONAL HISTORICAL RESERVE TRUST BOARD

[Ebey's Landing National Historical Reserve \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/eby)



The Trust Board of Ebey's Landing National Historical Reserve (NHR) was established in 1988 to administer and manage the NHR. The Reserve was created as a unit of the National Park System in 1978 and is a cooperative effort of the National Park Service, Washington State Parks, Island County, and the Town of Coupeville.

The Trust Board was created pursuant to Public Law 92-463 and the Interlocal Cooperation act. Trust Board members are enrolled as Volunteers in Parks (VIPs) and perform duties as assigned by the National Parks Service. Total membership consists of nine members: three members representing Island County and one county member at large; three members representing the Town of Coupeville; one representative of State Parks & one representative of the National Parks Service. **Four-year term.**

POSITION	MEMBER		TERM EXPIRES
	TOWN OF COUPEVILLE REPRESENTATIVES	APPOINTED BY TOWN OF COUPEVILLE	
1.	Alix Roos		10/01/26
2.	Lynda Austin		10/01/28
3.	Jennifer Schmitz		10/01/28
	ISLAND COUNTY REPRESENTATIVES	APPOINTED BY BOCC	
4.	VACANT		
5.	Jared van der Duim		10/22/28
6.	VACANT		
7.	Kristin Griffin	Member At Large	10/17/27
		AGENCY APPOINTMENTS	
8.	John Whittet	WA State Parks	N/A
9.	Lex Fredy	National Park Service Rep.	N/A

The Board has received a request for appointment to Position 4 from Spencer Johnson.

EBEY'S LANDING NATIONAL HISTORICAL RESERVE TRUST BOARD

[Ebey's Landing National Historical Reserve \(U.S. National Park Service\) \(nps.gov\)](http://Ebey's Landing National Historical Reserve (U.S. National Park Service) (nps.gov))



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The Trust Board was created pursuant to Public Law 92-463 and the Interlocal Cooperation act. Trust Board members are enrolled as Volunteers in Parks (VIPs) and perform duties as assigned by the National Parks Service. Total membership consists of nine members: three members representing Island County and one county member at large; three members representing the Town of Coupeville; one representative of State Parks & one representative of the National Parks Service. **Four-year term.**

POSITION	MEMBER		TERM EXPIRES
	TOWN OF COUPEVILLE REPRESENTATIVES	APPOINTED BY TOWN OF COUPEVILLE	
1.	Alix Roos		10/01/26
2.	Lynda Austin		10/01/28
3.	Jennifer Schmitz		10/01/28
	ISLAND COUNTY REPRESENTATIVES	APPOINTED BY BOCC	
4.	VACANT		
5.	Jared van der Duim		10/22/28
6.	VACANT		
7.	Kristin Griffin	Member At Large	10/17/27
		AGENCY APPOINTMENTS	
8.	John Whittet	WA State Parks	N/A
9.	Lex Fredy	National Park Service Rep.	N/A

The Board has received a request for appointment to Position 6 from Georgie Smith.



ISLAND COUNTY HUMAN SERVICES
WORK SESSION AGENDA MEETING

DATE: 4/9/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners

From: **Lynda Austin, Director**

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Housing Assistance

Agenda Item No.: 1

Subject: Contract HS-01-25 with Housing Authority of Island County

Description: A grant from the Island County Affordable Housing Fund for the purchase and repair of an existing 6-unit multi-family property to operate as affordable housing for households at or below 60% of AMI. Management and supportive services will be provided by the Housing Authority of Island County.

Attachment: Contract HS-01-25

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

DIVISION: Housing Assistance

Agenda Item No.: 2

Subject: Purchase and Sale Agreement for property for potential development of affordable housing

Description: Potential purchase of property contingent on feasibility for use as affordable housing for households at or below 60% of Average Median Income (AMI).

Attachment: Vacant Land Purchase and Sale Agreement

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Complete

ISLAND COUNTY, WASHINGTON
Contract Face Sheet

1) CONTRACTOR NAME, ADDRESS, PHONE:

Housing Authority of Island County
 7 NW 6th Street
 Coupeville, WA 98239
 360-678-4181

2) CONTRACT NUMBER: HS-01-2025

3) CONTRACT PERIOD: April 1, 2025, to April 30, 2065

4) CONTRACT AMOUNT: Up to \$1,400,000.00: comprised of \$999,000.00 for purchase of existing property and \$401,000.00 for the repair and rehabilitation of the existing property.

5) PURPOSE: The purpose of the award is to provide a grant from the Island County Affordable Housing Fund for the purchase of an existing property, located at 1 NW 6th Street in Coupeville WA 98239, to operate as affordable housing for households at or below 60% of AMI. Management and supportive services will be provided by the Housing Authority of Island County ("HAIC").

6) SERVICE AREA: Island County

7) TERMS AND CONDITIONS: The rights and obligations of both parties to this Contract are governed by this CONTRACT FACE SHEET, the CONTRACT SPECIFIC TERMS AND CONDITIONS, the CONTRACT GENERAL TERMS AND CONDITIONS and the following attachments which are incorporated into this contract by reference: Attachment "A" Scope of Work, Attachment "B" Legal Description, Attachment "C" Budget.

8) APPROVAL: The Contractor and Island County acknowledge and accept the terms and conditions of this Contract. Signatures of both parties are required below.

FOR HAIC:

Maria Maguire, Executive Director
 Housing Authority Island County

Date

FOR ISLAND COUNTY:

Melanie Bacon, Chair
 Board of County Commissioners
 Island County, Washington

Date

Island County motion to approve this
 Contract passed by the Board of

County Commissioners on the
____ Day of _____, 2025.

ATTEST:

Jennifer Roll
Clerk of the Board

SPECIFIC TERMS AND CONDITIONS
Island County Affordable Housing Fund

SECTION 1. BACKGROUND

Island County, hereinafter referred to as the COUNTY, recognizes the large need for affordable housing on both Whidbey Island and Camano Islands. To support this effort, Island County opted in to House Bill 1590 to create a funding source for affordable housing, operations and maintenance and associated services. This coupled with House Bill 1406 provides a revenue stream to support the development of affordable housing in Island County. The Board of Island County Commissioners adopted Resolution No. C-90-21 on March 22, 2022, that approved the most recent update to the sale and use tax as authorized by RCW 82.14.530 upon every taxable event. COUNTY also receives revenue from a local revenue sharing program for local governments approved in the 2019 legislative session under HB 1406.

This agreement (the “Contract”) is entered into between the COUNTY and Housing Authority Island County (“HAIC”), hereinafter referred to as the CONTRACTOR, to provide funding for the purchase of an existing property to be affordable housing. This funding is available through the Affordable Housing and Related Services Fund which imposes an additional sale and use tax as authorized by RCW 82.14.530.

SECTION 2. CONTRACT TERM

The term of the Contract begins May 1, 2025, and ends April 30, 2062, in an amount not to exceed \$1,400,000.00 from the Island County Affordable Housing Fund.

SECTION 3. CONTRACT AMOUNT

In full consideration of the CONTRACTOR’s performance under the Contract for the term stated in Section 2 above, and subject to all the terms and conditions of the Contract herein, the COUNTY shall disburse to the CONTRACTOR sums not to exceed the amount shown on the contract face sheet at the closing of the Contract, solely to cover the purchase of an existing 6-unit property in Coupeville (currently known as Town Center Apartments) to be affordable housing.

This Contract is primarily for the purchase of an existing property located at 1 NW 6th Street, Coupeville, WA (the “Property”). The legal description of the Property is provided in Attachment “B”. Should the purchase of the Property not be consummated, for any reason, COUNTY will have no obligation to provide any funding.

SECTION 4. BILLING PROCEDURES AND PAYMENTS

CONTRACTOR must provide, in a form acceptable to COUNTY, documentation that certain steps have been achieved. COUNTY will require copies of a signed purchase and sale agreement and an estimated settlement statement before any payment is made.

CONTRACTOR must submit a request for the COUNTY to wire funds into escrow, in an amount not to exceed the contract amount, for the amount of funds required to complete the purchase transaction once all documents have been provided. The request shall include the Contract Number HS-01-2025.

COUNTY may take up to fifteen (15) calendar days after receipt of the request to disburse funds. COUNTY shall disburse funds to escrow for the purchase of the Property.

COUNTY, in its sole discretion, may terminate this Contract or withhold payments claimed by CONTRACTOR if the CONTRACTOR fails to complete the purchase of the Property.

SECTION 5. RECAPTURE

In the event that CONTRACTOR fails to perform this Contract within 6 months of signature in accordance with state laws, federal laws and/or provisions of this Contract, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance, in addition to any other remedies available at law or in equity.

SECTION 6. ESCROW INSTRUCTIONS

CONTRACTOR shall instruct the escrow agent that COUNTY shall be repaid the full amount submitted into escrow should the purchase of the Property not be consummated.

CONTRACTOR shall instruct the escrow agent that the Property shall be subject to a restrictive covenant requiring the Property to provide affordable housing for a period of 40 years and that, in the event CONTRACTOR chooses to change the type of housing provided, CONTRACTOR will reimburse to COUNTY the total amount paid under this Contract for the purchase of said Property. This restrictive covenant shall survive the terms of this Contract. Escrow agent shall be required to record the restrictive covenant.

SECTION 7. SCOPE OF SERVICES

The CONTRACTOR shall use the funds under the Contract to purchase the Property and make needed repair, which will be used to provide affordable housing.

SECTION 8. ELIGIBLE USES OF FUND

Funds provided through the Contract shall not be used to subsidize the payment of debt service.

SECTION 9. ANNUAL REVIEWS

The COUNTY will conduct financial, management and operation reviews. For the annual review, the CONTRACTOR must provide the following materials by November 30 of each contract year that include but are not limited to:

- An annual report.

- An actual financial statement, and audit, if applicable, for the project that will be compared with the operating budget. The statement should include cumulative balances for replacement and operating reserves.

SECTION 10. PERFORMANCE STANDARDS

The CONTRACTOR shall perform activities defined in the Contract, with amendments, if any, in accordance with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments.

SECTION 11. FINANCIAL MANAGEMENT SYSTEMS

The CONTRACTOR shall maintain records that disclose all costs allowable for reimbursement.

SECTION 12. DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local agency and available for review. Such documents shall include, but not be limited to:

Certificate of Formation,

Operating Agreement,

Latest Agency Audit,

Insurance Required by the Contract, and

Contract Face Sheet and Amendments, Specific Terms and Conditions.

SECTION 13. RESOLUTION OF CONFLICTING PROVISIONS

In the event of conflicting provisions within the Contract, the conflict shall be resolved by giving precedence in the following order:

Applicable STATE STATUTES AND CODES, including, Chapter 36.22.178;
SPECIFIC TERMS AND CONDITIONS of the Contract;
GENERAL TERMS AND CONDITIONS of the Contract; and
Attachment A - Scope of Work

SECTION 14. APPLICABLE LAWS AND REGULATIONS

In performing under the Contract, the CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments and the terms and conditions of the Contract. This includes compliance with public works procurement and contracting laws.

SECTION 15. ENTIRE AGREEMENT

The Contract consists of the Contract Face Sheet; the Contract Specific Terms and Conditions; the Contract General Terms and Conditions; Scope of Work and all of the documents incorporated into the Contract by reference.

GENERAL TERMS AND CONDITIONS

I. BILLING AND REIMBURSEMENT PROCEDURES

- A. CONTRACTOR shall submit written claims for reimbursement of repairs to the property, provided under this Agreement on a format prescribed by COUNTY.
- B. Such money claims for reimbursement shall be paid up to “Maximum Amount Awarded Under this Contract.” CONTRACTOR shall submit a copy of the signed Purchase and Sale Agreement, Escrow Instructions, Disclosures, Inspection Report and any bank financing for remainder of Purchase Price to COUNTY. Vouchers will be processed by the Auditor and forwarded to the Board of County Commissioners for approval as soon thereafter as possible.
- C. COUNTY will not process claims for reimbursement until all supporting reporting documents are provided. COUNTY reserves the right to withhold payment for services or repairs required to be performed under this Contract until it receives reports and/or other documents as may be required in performance of this Contract.

II. BUDGET ADJUSTMENTS

- A. Changes not to exceed 10 percent, or \$300.00, whichever is greater, may be made by CONTRACTOR to each BASUB/SUB-ELEMENTS of the BARS contract budget without a budget addendum receiving prior approval from COUNTY. Provided, that CONTRACTOR shall notify COUNTY of such changes. Provided, further that changes in excess of a cumulative 10 percent or \$300.00, whichever is greater, must receive prior COUNTY approval by amendment of the contract budget. Provided, further that the total funds awarded CONTRACTOR in the Contract cannot be modified and administrative costs cannot be increased without a bilateral amendment.
- B. A deviation of ten percent or more below the prorated performance levels specified in the Statement of Work and/or budget during a biennial quarter (six months) shall require review of both the budget and the work statement and may result in overpayment.

III. INDEMNIFICATION

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless and defend COUNTY, all officials, agents and employees of each, from and against all Claims arising out of or resulting from the performance of the Contract; except for Claims arising out of the gross negligence or intentional misconduct of COUNTY. “Claim” as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease or death, or injury to or description of tangible property including loss of use resulting therefrom. CONTRACTOR’s obligation to indemnify, defend, and hold harmless includes any

claim by CONTRACTOR's agents, employees, representatives, or any subcontractor to its employees.

B. CONTRACTOR expressly agrees to indemnify, defend, and hold harmless COUNTY for any claim arising out of or incident to CONTRACTOR's performance or failure to perform the Contract.

IV. INSURANCE

Prior to commencement of services under this Contract, CONTRACTOR shall submit to COUNTY certificates of insurance or certified copies of insurance policies and endorsements, if requested by COUNTY, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior notice to COUNTY. CONTRACTOR shall maintain at CONTRACTOR's sole expense unless otherwise stipulated, the following insurance coverages, insuring CONTRACTOR, CONTRACTOR's employees, agents, designees and indemnities as required herein:

- A. CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by CONTRACTOR, shall specifically include COUNTY as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to COUNTY. CONTRACTOR's insurance coverage shall be primary insurance as respect to COUNTY, its officers, officials, employees and volunteers. Any insurance or self-Insurance maintained by COUNTY, its officers officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute to it.
- C. CONTRACTOR shall maintain, during the life of this Contract, Industry Standard Occurrence-based Commercial General Liability Policy Form (CG00001) or its equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect CONTRACTOR from claims for damages, including but not limited to those, for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

Specified limits required \$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000	Personal Injury and Advertising Injury
\$1,000,000	Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming COUNTY as an Additional Insured (CG2010) and an endorsement that specifically states CONTRACTOR's General Liability shall be primary and not contributory, with any other insurance maintained by COUNTY.

The policy shall be endorsed to include stopgap employer's liability coverage with • minimum limits as follows:

\$1,000,000	Accident
\$1,000,000	Policy Limit for Disease

- D. Commercial General Liability Insurance shall be endorsed to include "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
- E. CONTRACTOR shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA00001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operation be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR. Covered auto shall be designated as "Symbol 1" any auto.
- F. All Liability coverages, except Professional Liability, shall be written on an Occurrence-based policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy or the Declarations Page shall state that coverage is Claims made, and state the Retroactive Date.
- G. CONTRACTOR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. CONTRACTOR shall submit a copy of its Certificate of Coverage from the Department of Labor and Industries prior to the commencement of work.
- H. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against COUNTY, its officers, agents and employees, CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement

extend to any claim brought by or on behalf of any employee of CONTRACTOR against COUNTY. This waiver is mutually negotiated by the parties to this Agreement.

- I. Professional Liability Insurance - Prior to the start of work, CONTRACTOR will secure and maintain at its own expense, Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by CONTRACTOR for a minimum of three (3) years following the termination of this Contract, and CONTRACTOR shall annually provide COUNTY with proof of renewal.
- J. Subcontractors - CONTRACTOR shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all the requirements stated therein.

V. DONATIONS/FEES

All project income derived from the provision of services described in any portion of this Contract or derived or generated through program fund raising activities shall remain within the project and shall be used to provide increased levels of service or improved quality of service to the target population.

VI. ENDORSEMENTS

CONTRACTOR agrees not to use COUNTY's name in political endorsements or other endorsements, which may involve products or programs.

VII. CONTRACTING ORGANIZATION NOT COUNTY AGENCY

CONTRACTOR is not a COUNTY Agency but is an independent contractor. CONTRACTOR employees are not employees or agents of COUNTY, except when acting as a designated COUNTY mental health professional within the scope of their duties as such as while acting pursuant to the Involuntary Mental Commitment Act, RCW Chapter 71.05. CONTRACTOR agrees not to represent itself as a COUNTY Agency and CONTRACTOR's employees agree not to represent themselves as COUNTY employees.

VIII. DISPUTES

- A. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this Contract or any other contract, which is not disposed of by consensus, shall be decided by the Island County Human Services Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the County Human Services Director shall be

subject to appeal to the County Commissioners. Pending final decision of a dispute thereunder CONTRACTOR shall proceed diligently with the performance of this Contract or any other contract in accordance with the Island County Human Services Director's decision.

B. This "Disputes" clause does not preclude the consideration of questions of law in connection with a decision provided for in Paragraph A above, provided that nothing in this Contract shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

IX. PROVIDING DATA AND AUTHORIZING FACILITY INSPECTION

CONTRACTOR agrees to provide to COUNTY upon request such program and fiscal data as COUNTY reasonably requires and authorizes COUNTY to make periodic inspection of facilities and to evaluate the performance of the CONTRACTOR and subcontractor(s) at least annually. CONTRACTOR's Administrator will meet monthly with COUNTY or more often as reasonably required in order to insure an effective Program.

X. TERMINATION

A. COUNTY reserves the right, by prior written notice, to terminate this Contract in whole or in part, without the sixty (60) days written notice in the event expected or actual funding from the state, federal, or other sources is withdrawn, reduced, or limited in any other contract, prior to normal completion thereof.

B. In the event of termination under A, COUNTY shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination.

C. COUNTY, may, by written notice, terminate this Contract in whole or in part, for the substantial breach by CONTRACTOR of its duties under this Contract. In such an event, CONTRACTOR shall be liable for reasonable damages, including the reasonable cost of procuring similar services actually procured by the State or COUNTY from another source to fully execute COUNTY's duties under this Contract or any contract with the State, provided that if (1) it is determined for any reason that no substantial default occurred or (2) the failure to perform was not within CONTRACTOR's control, fault or negligence, termination shall be controlled under the terms of A or B above.

XI. Reserved.

XII. LICENSING AND ACCREDITATION

CONTRACTOR shall comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as may be described in special portions of this Contract in order that quality of services is assured.

XIII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

CONTRACTOR must comply with the Americans with Disabilities Act of 1990, 42 USC 12101 et.seq 600D, also referred to as the “ADA” and the rules 28 CFR Part 35. This act provides comprehensive civil rights protections to individuals with a record of, or regarded as having sensory, mental or physical impairment in the area of employment, public accommodations, state and local government services and telecommunications.

XIV. NON-DISCRIMINATION IN SERVICES

- A. CONTRACTOR shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental, or physical disability, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability:
 1. Deny any individual any services or other benefits provided under this Contract.
 2. Provide any services or other benefits to any individual which are different or are provided in a different manner from those provided to others under this Contract.
 3. Subject any individual to segregation or separate treatment in a manner related to his/her receipt of any service or other benefits provided under this Contract; or
 4. Deny any individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise, or will afford him/her an opportunity to do so which is different from those afforded to others under this Contract.
- B. CONTRACTOR in determining (a) types of services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap, honorably discharged military status, or the use of a trained dog guide or service animal by a person with a disability, or having the effect of defeating or substantially impairing accomplishment of the objective of this Contract with respect to individuals of a particular race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap, honorably discharged military status, or the use of a trained dog guide or service animal by a person with a disability.
- C. CONTRACTOR shall take affirmative action to ensure that its facilities and programs are accessible to people with sensory, mental, or physical handicaps.

XV. VENUE STIPULATION

Any action at law, suit in equity or judicial proceeding for the enforcement or breach of this Contract or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Island County, Washington.

XVI. DRUG FREE WORKPLACE

CONTRACTOR's employees shall abstain from the use of alcohol and illegal drugs in the workplace and in the performance of their duties.

XVII. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

CONTRACTOR certifies to the best of its knowledge and belief the entity and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- B. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification, or destruction of record, making a false statement or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of offenses in B. above; and
- D. Have not within a three-year period had one or more public transactions terminated for cause or default.

CONTRACTOR will provide immediate written notice if at any time it learns that this certification has become erroneous by reason of changed circumstances.

By signing this certification CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction if the entity or principals are debarred, suspended, declared ineligible, proposed for debarment, or voluntarily excluded from participation in this covered transaction. CONTRACTOR may rely upon certification of a lower tier covered transaction unless it knows that the certification is erroneous.

XVIII. DUPLICATE PAYMENT

CONTRACTOR certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Grant, subgrant, contract or other source.

XIX. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under the Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under the Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

ATTACHMENT "A"
SCOPE OF WORK

I. Reporting Requirements

CONTRACTOR will provide copies of the purchase and sale agreement, escrow instructions, and inspection report to COUNTY before any funds toward the purchase of the Property will be deposited in escrow. CONTRACTOR must provide the documents, along a request for disbursement, no less than 15 days before the funds are needed.

II. Scope of Work

- A. CONTRACTOR will purchase the Property and make needed repairs to provide affordable housing.
- B. CONTRACTOR will meet all zoning, permitting, and building code requirements of Island County.
- C. CONTRACTOR will not discriminate those belonging to a protected class. Discrimination, harassment, and domestic violence will not be tolerated.
- D. CONTRACTOR will require residents to sign a Code of Conduct that residents need to agree to and abide by as a condition of living at Town Center Apartments. In the event that a program participant is in violation or at risk of being in violation, staff will proactively address this where possible to avoid involuntary discharge.
- E. CONTRACTOR will provide a copy of the grievance policy and process to residents.
- F. CONTRACTOR will conduct recurring unit inspections to ensure that best practices and standards are met.
- G. CONTRACTOR will provide all requested documentation at least 15 days before funding is required.

ATTACHMENT "B"
LEGAL DESCRIPTION

That Portion of Lot 3, Block 19, Alexander's Plat of Glenwood, according to The Plat thereof recorded in volume 2 of Plats, page 7, Records of Island County, Washington, and that portion of the John Alexander's donation land Claim in section 33, Township 32 North, Range 1 East W.M., described as Follows:

Beginning at the Northwest corner of Lot 3, Block19 of Alexander's Plat of Glenwood;

Thence South a distance of 126.50 feet;

Thence East a distance of 120 feet;

Thence North a distance of 126.50 feet;

Thence West to the point of beginning;

Situate in the County of Island, State of Washington.

ATTACHMENT "C"
Budget Summary

DESCRIPTION	HB 1590 Funds
Purchase Price	\$ 999,000
Repairs (up to)	\$ 401,000
Total	\$ 1,400,000

Form 25
Vacant Land PSA
Rev. 8/24
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT
Specific Terms

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

1. **Date:** March 13, 2025 **MLS No.:** NA **Offer Expiration Date:** _____

2. **Buyer:** Island County as a Govt Agency

Buyer	Buyer	Status
3. Seller: <u>Phillip J Nienhuis</u>	<u>Kathryn Nienhuis</u>	
Seller	Seller	

4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s.): S6565-00-00016-0, S6565-00-00015-0, S6565-00-00017-0.

XXX	Se Fidalgo Ave	Oak Harbor	Island	WA	98277
Address		City	County	State	Zip

5. **Purchase Price:** \$ 950,000.00 **Nine Hundred Fifty Thousand** **U.S. Dollars**

6. **Earnest Money:** \$ 10,000.00 U.S. Dollars; **Delivery Date** _____ days after mutual acceptance
To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum)

7. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies

8. **Title Insurance Company:** CHICAGO TITLE AND ESCROW CO

9. **Closing Agent:** CHICAGO TITLE AND ESCROW CO

Company	Individual (optional)
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10. **Closing Date:** 4/30/2025; **Possession Date:** on Closing; Other _____

11. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived

12. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing

13. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation

14. **Subdivision:** The Property: must be subdivided before _____; is not required to be subdivided

15. **Feasibility Contingency:** Expires 30 days after mutual acceptance; Satisfied/Waived

16. **Information Verification Period:** Expires 10 days after mutual acceptance; Satisfied/Waived

17. **Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (limited dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (limited dual agent); unrepresented

18. **Buyer Brokerage Compensation:** % 3.5 ; 3.5 % Addendum for Buyer Credit
(a) Seller's Offer (if any)
(b) Amount to be Paid by Seller

19. **Addenda:** 35F(Feasibility) 22T>Title Contingency 22W(Noise Disclosure) 22EF(Funds Evidence)

31(Earnest Money Note) 22D(Optional Clauses)

Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
1 <u>NE 7TH ST</u> Buyer Address COUPEVILLE, WA 98239 City, State, Zip		Seller Address	
Buyer Phone No.	Fax No.	Seller Phone No.	Fax No.
Buyer E-mail Address Coldwell Banker 360 Team	4247	Seller E-mail Address Better Homes/McKenzie Realty	
Buyer Brokerage Firm	MLS Office No.	Listing Brokerage Firm	MLS Office No.
Lawrence Wallace	13306	Jim Woessner	104034
Buyer Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
(360) 675-5915	(360) 914-7822	360-639-4070	360-929-2302
Firm Phone No.	Broker Phone No.	Firm Phone No.	Broker Phone No.
Firm Fax No.		Firm Fax No.	
Transactions@cb360team.com		documentdelivery@mckenziebhg.com	
Firm Document E-mail Address		Firm Document E-mail Address	
lawrence.w@cb360team.com		jim@mckenziebhg.com	
Buyer Broker E-mail Address		Listing Broker E-mail Address	
14023	17410	Listing Broker DOL License No.	Firm DOL License No.
Buyer Broker DOL License No.		Firm DOL License No.	

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures. 1
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b. Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 7
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Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action. 22
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c. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description. 40
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d. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior 49
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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.	57 58 59 60
e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.	61 62 63 64 65 66 67 68 69 70
f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.	71 72 73 74 75 76 77
g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).	78 79 80 81 82 83 84 85 86 87 88
Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.	89 90 91 92
h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.	93 94 95 96 97
i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.	98 99 100 101 102 103
If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.	104 105 106 107 108 109

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

j. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 110
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Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 118
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k. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 125
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l. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 140
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m. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 144
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n. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply: 147
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i. Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 149
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ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 151
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o. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 155
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p. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 160
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Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any 162
Earnest Money shall be refunded to Buyer. 163

q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 164
Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 165
counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 166
counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 167
party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the 168
counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 169

r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the 170
offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 171
unless sooner withdrawn. 172

s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch 173
Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. 174
Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and 175
Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. All parties 176
acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 177

t. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or 178
compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as 179
specified in the listing agreement. The compensation offered by Seller to the Buyer Brokerage Firm, if any, is set 180
forth in Specific Term No. 18(a), and if there is any inconsistency between the Buyer Brokerage Firm compensation 181
offered and the description of the offered compensation stated in Specific Term No. 18(a), the terms shall be as set 182
forth in the published offer. Seller shall pay the Buyer Brokerage Firm compensation set forth in Specific Term No. 183
18(b). Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation 184
from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as 185
applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to 186
disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this 187
paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the 188
Firms are intended third-party beneficiaries under this Agreement. 189

u. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the 190
Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the 191
date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and 192
the Earnest Money shall be refunded to Buyer. 193

v. **Feasibility Contingency.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to 194
verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed 195
and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements 196
concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, 197
sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: 198
building or development moratoriums applicable to or being considered for the Property; any special building 199
requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; 200
whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, 201
school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time 202
necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection 203
charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects 204
and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the 205
Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the 206
Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the 207
same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any 208
inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other 209
approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be 210
required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time 211
period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer 212
gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to 213
Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the 214
Feasibility Contingency in Specific Term No. 15 and this General Term v. 215

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

w. **Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 216 No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 217 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 218 materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice 219 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 220

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations 221 and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. 222 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 223 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 224 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 225 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 226 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 227 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 228 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 229 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 230 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 231 diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 232 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 233 may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 234 intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost 235 of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 236 available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers 237 may assist the parties with locating and selecting third-party service providers, such as inspectors or contractors, but 238 Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise 239 their own judgment and due diligence regarding third-party service providers. 240

y. **Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 241 based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 242 citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military 243 status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person 244 with a disability. 245

Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

Form 31
Earnest Money Promissory Note
Rev. 3/21
Page 1 of 1

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EARNEST MONEY PROMISSORY NOTE

\$ 10,000.00 _____, Washington 1

FOR VALUE RECEIVED, Island County as a Govt Agency 2
Buyer

Buyer _____ ("Buyer") 3

agree(s) to pay to the order of Chicago Title and Escrow (Buyer Brokerage Firm or Closing Agent) 4
the sum of Ten Thousand Dollars 5

(\$ 10,000.00), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

* Earnest Money is to be deposited after expiration of Feasibility Contingency Expiration Date 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9
Sale Agreement between the Buyer and Phillip J Nienhuis 10
Seller

Kathryn Nienhuis 11 ("Seller")
Seller

dated March 13, 2025 12. Buyer's failure to pay the Earnest Money 13
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15
court and collection costs. 16

Date: _____ 17

BUYER _____ 18

BUYER _____ 19

* "On closing" or similar language is not recommended. Use a definite date.

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated March 13, 2025 1

between Island County as a Govt Agency ("Buyer") 2

Buyer

and Phillip J Nienhuis ("Seller") 3

Seller

concerning XXX Se Fidalgo Ave (the "Property"). 4

Address

Oak Harbor

WA 98277

City State Zip

- 1. FEASIBILITY CONTINGENCY.** Buyer shall verify within 30 days (20 days if not filled in) after mutual acceptance (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended use. This feasibility contingency shall conclusively be deemed waived unless Buyer gives notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 5
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- 2. BUYER DUE DILIGENCE.** Buyer should not rely on any oral statements concerning the Property made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry shall include, but not be limited to: whether the Property can be platted, developed and/or built on (now or in the future) and the related costs; building or development moratoria applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any services connection charges; all other charges that must be paid. 10
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- 3. PROPERTY ACCESS.** Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expense in doing so. 20
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- 4. AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 28
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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 22T
 Title Contingency Addendum
 Rev. 7/23
 Page 1 of 1

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**TITLE CONTINGENCY ADDENDUM TO
 PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 13, 2025 1
 between **Island County as a Govt Agency** 2
 and **Phillip J Nienhuis** 3
 concerning **XXX Se Fidalgo Ave** 4
 Buyer _____
 and **Kathryn Nienhuis** 3
 Seller _____
 Address _____
 City _____ State **WA** **98277** Zip _____
 Seller _____
 (the "Property").

- 1. Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. The preliminary commitment delivered for review under this contingency need not identify Buyer as the insured. 5
 Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all disapproved exceptions. 12
 If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 15
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- 2. Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, then the above time periods and procedures for notice, correction, and termination for those new exceptions shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as necessary to accommodate the foregoing times for notices. 19
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- 3. Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing as provided for in the Agreement. 23
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Form 22W
Island County Noise Disclosure
Rev. 3/17
Page 1 of 2

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**ISLAND COUNTY, WASHINGTON
AIRPORT AND AIRCRAFT OPERATIONS NOISE DISCLOSURE**

The following is part of the Purchase and Sale Agreement dated March 13, 2025 1

between	Island County as a Govt Agency	(Buyer)	2	
	Buyer	Buyer		
and	Phillip J Nienhuis	(Seller)	3	
	Seller	Seller		
concerning	XXX Se Fidalgo Ave	Oak Harbor	WA 98277	(the "Property"). 4
	Address	City	State Zip	

Buyer should consult with the Island County Planning and Community Development Department to determine the 5
effect of airport and aircraft noise on the Property. 6

Island County Code Section 9.44.050 Disclosure Statement 7

The Property may be located within Airport Enviros mapped impacted area. There are currently 5 (five) active airport 8
facilities in Island County. The Oak Harbor Airpark, the South Whidbey Airpark, and the Camano Airpark are general 9
aviation facilities and are identified on the attached map. Ault Field and OLF Coupeville are tactical military jet aircraft 10
facilities and are also identified on the attached map. Both Ault Field and OLF Coupeville are used for Field Carrier 11
Landing Practice (FCLP) purposes. Practice sessions are routinely scheduled during day and night periods. 12

Property in the vicinity of Ault Field and OLF Coupeville will routinely experience significant jet aircraft noise. As a 13
result airport noise zones have been identified in the immediate area of Ault Field and OLF Coupeville. Jet aircraft 14
noise is not, however, confined to the boundaries of these zones. 15

Additionally, the noise generated by the single flyover of a military jet may exceed the average noise level depicted by 16
the airport noise zones and may exceed 100 (one-hundred) dba. 17

More specific information regarding airport operation and aircraft noise can be obtained by calling the Community 18
Planning Liaison Office at NAS Whidbey Island and the Island County Planning and Community Development 19
Department. 20

* Please note that the attached map is not to scale, was drawn in 1992, and may be inaccurate. Additional maps and 21
information are available from the Island County Planning and Community Development Department. 22

Island County Code Section 14.01B.100 Disclosure Statement 23

The Property may be located within an Airport Noise Zone 2 or 3 impacted area. Persons on the premises may be 24
exposed to a significant noise level as a result of airport operations. Island County has placed certain restrictions on 25
construction of property within airport noise zones. Before purchasing or leasing the Property, you should consult the 26
Island County Noise Level Reduction Ordinance to determine the restrictions which have been placed on the 27
Property, if any. 28

For property located in Oak Harbor: 29

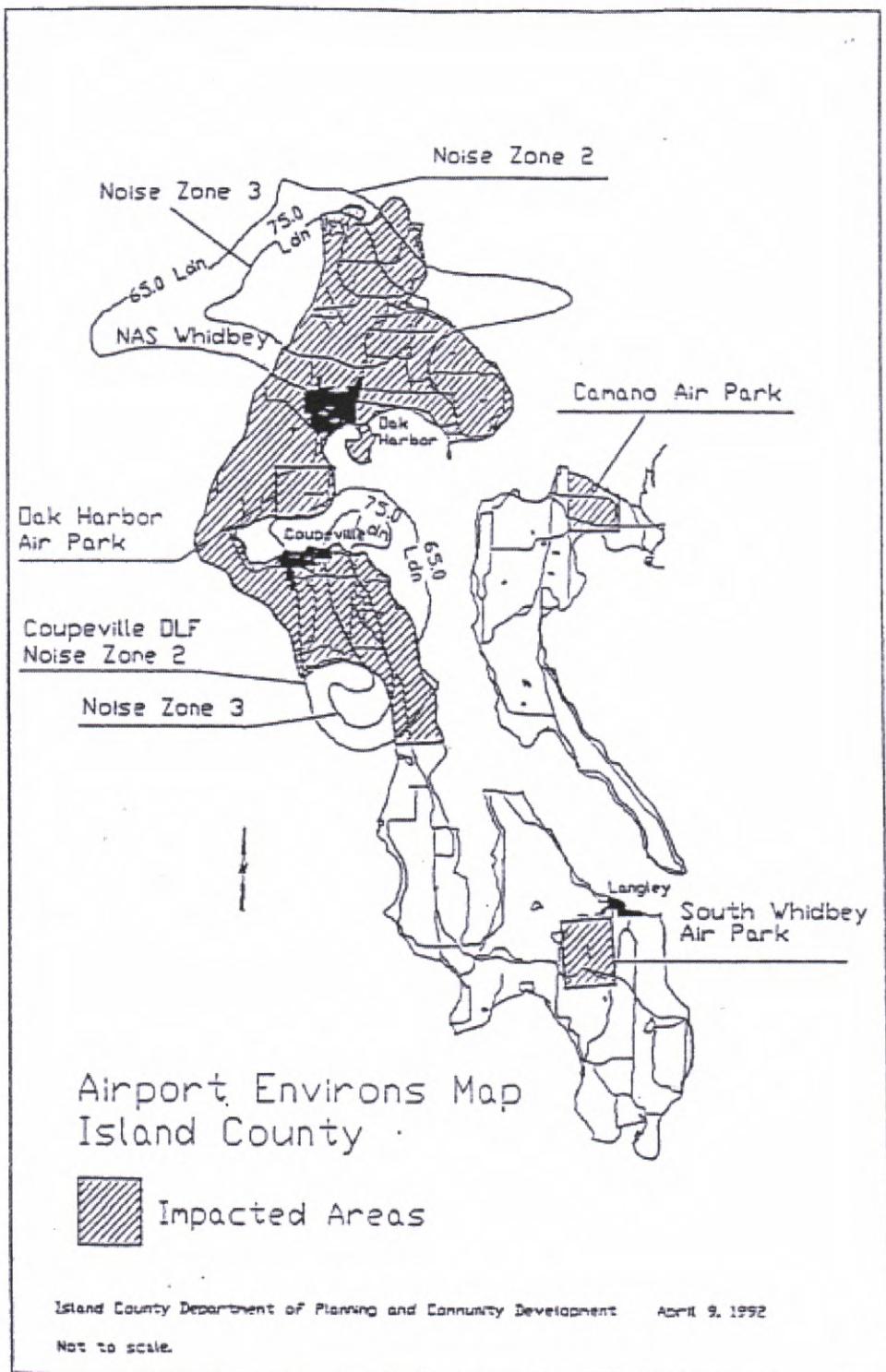
Oak Harbor Municipal Code Section 6.90.010 Noise Disclosure Requirement 30

The Property may be located within a designated noise zone for NAS Whidbey Island. Persons on the premises may 31
be exposed to a significant noise level as a result of airport operations. In addition, Oak Harbor has placed certain 32
restrictions on construction on property within the noise zones. Before purchasing, renting, or leasing the above 33
property, you should review those regulations to determine the restrictions placed on the subject property, if any. 34

Form 22W
Island County Noise Disclosure
Rev. 3/17
Page 2 of 2

ISLAND COUNTY, WASHINGTON
AIRPORT AND AIRCRAFT OPERATIONS NOISE DISCLOSURE
Continued

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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 22EF
Evidence of Funds Addendum
Rev. 7/23
Page 1 of 1

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EVIDENCE OF FUNDS ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 13, 2025 1

between Island County as a Govt Agency ("Buyer") 2
 Buyer _____
 and Phillip J Nienhuis ("Seller") 3
 Seller _____
 concerning XXX Se Fidalgo Ave (the "Property"). 4
 Address _____
 City _____ State **WA** Zip **98277**

1. DEFINITIONS. 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11

2. **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within 3 days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14

3. **DISCLOSURE OF CONTINGENT FUNDS.** Buyer is relying on Contingent Funds for the Purchase Price: 22

- Loan: _____ 23
- Sale of the following owned by Buyer: _____ 24
- Gift of \$ _____ from _____ 25
- Funds not readily convertible to liquid US funds: _____ 26
- Down Payment Program: _____ 27
- Other (describe): _____ 28

Buyer shall provide Evidence to Seller _____ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 35

4. **BUYER DEFAULT.** If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 38

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 13, 2025 1
 between Island County as a Govt Agency ("Buyer") 2
 Buyer _____
 and Phillip J Nienhuis ("Seller") 3
 Seller _____
 concerning XXX Se Fidalgo Ave 4
 Address _____ City **Oak Harbor** State **WA** Zip **98277** (the "Property").

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6
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2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13

 - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
 - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 18
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 19
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 20
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 21
the cost of any survey required by the title insurer. 22

3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 23
from the Property prior to Buyer taking possession. 24
4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 25
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 26
the property of Buyer, and may be retained or disposed of as Buyer determines. 27
5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 public water main; public sewer main; septic tank; well (specify type) _____; 29
 irrigation water (specify provider) _____; natural gas; telephone; electricity; 30
 cable (specify provider) _____; internet (specify provider) _____; 31
 other _____ . 32
6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 33
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 34
Buyer the information below in writing as soon as available: 35

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37

OTHER INSULATION DATA: _____ 38

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ . 39
Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 41

8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 49
a. Association rules and regulations, including, but not limited to architectural guidelines; 50
b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 51
c. Association meeting minutes from the prior two (2) years; 52
d. Association Board of Directors meeting minutes from the prior six (6) months; and 53
e. Association financial statements from the prior two (2) years and current operating budget. 54

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 55

9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in). 62

10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): 63
64
65

66
67
68

69
70

11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 71
72

a. Home warranty provider: _____ 73

b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance. 74
75

c. Options to be included: _____ 76

(none, if not filled in). 77

d. Other: _____ . 78

12. **Other.** 79
Parcel S6565-00-00023-3 is included in this Purchase and Sale Agreement 80
81
82
83
84
85

Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

Form 22E
FIRPTA Certification
Rev. 7/19
Page 1 of 1

FIRPTA CERTIFICATION

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ALL RIGHTS RESERVED

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

XXX	Se Fidalgo Ave	Oak Harbor	WA 98277
Address	City	State	Zip

or (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I AM AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____.
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is	Address	City	State
			Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller	Date	Seller	Date
---------------	-------------	---------------	-------------

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

Amount Realized (\$300,000 or less) and Family Residence = No Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer	Date	Buyer	Date
--------------	-------------	--------------	-------------



ISLAND COUNTY HUMAN RESOURCES/GSA

WORK SESSION AGENDA

MEETING DATE: 4/9/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners
From: Catherine Reid, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Work from Home

Description: Guidelines for Department Heads regarding employees working remotely.

Attachment: Guidelines for Managing Employees Working from Home

Request: (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Intermittent Work from Home Guidelines for Management

Effective Date: April __, 2025

Purpose

This procedure outlines the guidelines for management's supervision of Island County staff who work remotely 1 to 3 days per week. Employees may work up to three days per week and must comply with IT security, HIPAA regulations, and job responsibilities. These are the requirements that management must make sure employees are fulfilling and that management is confirming.

Eligibility

- Employees must have job duties that can be effectively performed remotely, as reviewed and approved by employee's Supervisor and Department Head. Employee must have job duties that are not required to be performed at the County's Facilities. Communicating this to employees whose duties require in-office attendance will reduce conflicts amongst employees.
- A home office must meet all IT security and HIPAA requirements. Employee is responsible for home office expenses beyond use of County issued laptop computer. Employee certification of this is attained by completion of a current Telework Agreement (Appendix A of PPM).
- Requests for hybrid work must be reviewed and approved by the employee's Supervisor and Department Head in advance.
- Approval is subject to periodic review and may be revoked based on performance or operational needs at the discretion of the Department Head and Board of Island County Commissioners (BOCC).

Remote Work Guidelines

- Qualifying employees may work remotely for a maximum of up to 60% of their FTE after working for a minimum of 3 months. 60% may not be appropriate for certain positions and the amount of remote work is at the discretion of the Supervisor and Department Head. Requests to work greater than 60% must be reviewed and approved by the Director of Human Resources and employee must have been employed for a minimum of 6 months to make this request. Management guidelines for remote work tracking will apply to those employees working from home for more than 60% of their schedule.

- Management must ensure that counters that provide service to the public have employees available to assist customers. To do so, a monthly coverage schedule should be maintained in order to ensure the public is served timely. This may include a “duty” employee and a “backup duty” employee who are both in the office on their designated day.
- Employees must develop a coverage plan for review with their supervisor to ensure any in-person functions are adequately fulfilled for the team. Use of PTO and sick leave by colleagues may necessitate employee returning to office on a normally scheduled remote workday, at the discretion of the Supervisor. Employees are required to comply with all requests to work in-person to meet business needs, regardless of approved Telework agreement, unless using approved leave.
- Employees with appointments scheduled during a day in which they are teleworking must submit a leave request for the hours needed to attend the appointment.
- Employees approved for greater than 2 days remote work per week may be required to utilize a hybrid flex desk (shared workspace) for in-person work.
- All remote work must take place at the designated home office, with the address kept on file as part of the remote work agreement. Work must be performed at the employee’s location of residence. Employees may be able to work remotely elsewhere with Department Head approval but such agreement will be an exception to working from the designated residence.
- Requests to perform full-time remote work outside of Washington State must be reviewed and approved by the Department Head, Director of Human Resources, and the Board of Island County Commissioners (BOCC) in advance.
- Employees must maintain productivity, responsiveness, and availability during work hours. Employees must be available by email and telephone during all working hours (8:00 AM to 4:30 PM work period) and must forward their office phone to their cell or home phone. Regular working hours may be altered only through an alternate work schedule approved by Department Head and Human Resources Director.
- Work must be performed in an environment free from distractions. Providing childcare and caregiving during remote work is not permitted. Please see the Policy and Procedures Manual (PPM) Telework Policy for additional information.
- Employees must attend all required in-person meetings and engagement events regardless of the weekday or approved hybrid work schedule. Having pre-planned

remote work through a remote work agreement does not excuse attendance at required in-person meetings and events.

- All breaks must adhere to the same requirements within the Section VI.2 of the Policy and Procedures Manual just as if the employee were working in the office.
- Supervisors will regularly review task completion, project progress, and other assigned work to assess the effectiveness of remote work. Supervisors will conduct regular check-ins to ensure work quality and engagement. Department Heads must track the work of remote employees and ensure supervisors and managers are adequately overseeing the employees they supervise.
- At the start and end of each remote workday, employees will send a check-in message via phone, Teams or email to their Supervisor. The department may decide to keep a log of these communications to ensure compliance.

DRAFT



ISLAND COUNTY ASSESSOR

WORK SESSION AGENDA

MEETING DATE: 4/9/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners

From: **Kelly Mauck, Assessor**

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Spatialest Contract

Description: Approval of Spatialest three year Contract. Schneider Geospatial (Spatialest) provides an array of data analysis tools that will benefit both the Assessor's Office staff and the citizens of Island County. The service allows taxpayers to easily review their property data and recent sales that were used to determine the assessed value in the form of a comparable sales grid. A more complex and in-depth version of the sales grid is provided to Assessor staff for use in Board of Equalization appeals. Perhaps the most beneficial service provided by Spatialest is the "Community" portal. Community is a map-based dashboard that collates data from various sources and provides insights to market trends and analysis. Users can easily select properties from the map and access links to property data, the comparable sales tool, and potentially other county applications not directly related to the Assessor's Office, such as tax payments and permit applications.

Attachment: Contract

Request: (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: In process

Budget Review: In process

P.A. Review: Not Applicable

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Island County Assessor's Office**, whose place of business is: 1 7th ST NE #208, Coupeville, WA 98239 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Comper Pro

Comper Pro is a revolutionary online Comparable Sales selector. Comper Pro helps validate or present assessment information, assists with appeal management and improves accessing or disseminating property information. The associated Comp Grid allows the appraisers to make adjustments to the comps and generate a value. It provides the ability for appraisers to generate their own URAR form/Fee Appraiser style report. Product functionality shall include the following:

a. Comparable Sales Selector

- i. **User protected Login** – user access is controlled via login credentials. Two user profiles exist. One for Administrators and one for standard Users, providing different permissions.
- ii. **Subject Property Search** – the Subject Property is quickly searchable via a dynamic search that can search across multiple identification categories including but not limited to Street Address, Parcel No. or Account No. etc.
- iii. **Filters** – customizable filters can be activated, deactivated, or adjusted to allow the user to refine the list of potential comparable sales.
- iv. **Attribute Information** – Subject and Comp info displays are customized to allow easy comparison and review of the most relevant data for decision-making. There is also a link for quick access to the full source data.
- v. **Comp Selection** – the comp selection tool allows the user to quickly and easily add or remove properties from the comparable sales list.
- vi. **Comp History** – a history of the saved comps is recorded, including information about the User, Date and Time they were saved. (Optional – clients with AppraisalEst have the ability for the Comps generated via the Comp Model to also be saved to the comp history.)
- vii. **Street/Satellite imagery** – the map-based solution provides spatial context of the Subject Property and Comparable Sales using either street or satellite imagery. Map extent dynamically updates as the filters and selected comparable sales are adjusted.
- viii. **Comparable Sales Print Report** – a customizable pdf comp report can be generated that displays a side-by-side comparison of the Subject Property and selected Comparable Sales.

b. Comparable Sales Adjustment Grid (Comp Grid)

The Comp Grid is a professional side-by-side analysis table that makes line-item adjustments of the comparable sales attributes to be 'like' the Subject based on a defined set of criteria, thus reflecting an indicated Market Value.

- i. **Adjustment Rates** – Comp Grid rates are configured to make a variety of adjustment types that include dollar/unit, % adjustment, dollar for dollar, qualitative factoring as well as Min/Max adjustments.
- ii. **Grid Estimate** – the estimate of value is determined based on the net adjusted sale prices of the comparable sales and can be calculated using mean, median or moving average.
- iii. **Editing Adjustments** – users are able to manually change any adjustments as well as add additional line items that may be appropriate.
- iv. **Add Notes** – users can make notes against individual line-item adjustments as well as analysis or summary notes regarding the full report.
- v. **Grid Report** – a highly detailed pdf comp report provides a side-by-side comparison of the Subject Property and selected Comparable Sales with the adjustments, notes and estimate of value.

B. Comper for Citizen

Comper for Citizen is an interactive map-based application that allows the taxpayer to view their property in comparison to similar, nearby properties that have recently sold. Simple, easy to use filters allow the citizen to select the sales evidence they feel best represents their property. Product functionality shall include the following:

- a. **User Access** – Public user profiles can access Comper using an open public url with no login required. (Internal user profiles have secure password protected access).
- b. **Subject Property Search** – the Subject Property is quickly searchable via a dynamic search that can search across multiple identification categories including but not limited to Street Address, Parcel No. or Account No. etc.
- c. **Filters** – customizable filters can be activated, deactivated, or adjusted to allow the user to refine the list of potential comparable sales.
- d. **Attribute Information** – Subject and Comp info displays are customized to allow easy comparison and review of the most relevant data for decision-making. There is also a link for quick access to the full source data.
- e. **Comp Selection** – the comp selection tool allows the user to quickly and easily add or remove properties from the comparable sales list.
- f. **Comp History** – a history of the saved comps is recorded for internal management, including information about the User, Date and Time they were saved.
- g. **Street/Satellite imagery** – the map-based solution provides spatial context of the Subject Property and Comparable Sales using either street or satellite imagery. Map extent dynamically updates as the filters and selected comparable sales are adjusted.
- h. **Comparable Sales Print Report** – a customizable pdf comp report can be generated that displays a side-by-side comparison of the Subject Property and selected Comparable Sales

C. Property Portal

Property Portal consolidates your entire parcel and property details in a single place offering 'one stop shop' access for staff and citizens alike. Any data can be included to provide one source of reliable information. Deeds, Permits, Sales, Ownership and more all in one place.

- a. **Open Access** – user access is obtained through a web browser using a public url that is shared by CLIENT with their citizens. There is no login required.
- b. **Subject Property Search** – properties are quickly searchable via a dynamic search that can search across multiple identification categories including, but not limited to Owner Name, Street Address, Parcel No. or Account No. etc.
- c. **Filters** – customizable filters can be activated, deactivated, or adjusted to allow the user to refine the list of results, making it easy to find specific groups of properties
- d. **Map View** – results can be displayed on an interactive map where other spatial data and map layers can be viewed, giving context to property searches
- e. **Attribute Data** – land, building, sales and assessment data is displayed in organized sections for easy reference.
- f. **Images & Sketches** – display multiple property images, improvement sketches or oblique aerial imagery.
- g. **Documents** - important documents such as Tax or Assessment Notices can be viewed and downloaded.
- h. **Data Change Requests**
- i. **Links** - easy access to other integrated solutions (Comper for Citizen and Community), other county applications and third party sites.
- j. **Property Record Card** – ability to print individual property records for offline use.

D. Community

Community is an interactive map-based dashboard centralized information hub that collates data from various sources, bringing a jurisdiction or county into focus and providing powerful insights from market trends to demographics to political outcomes. The dashboard of information is layered upon a dynamic map interface that provides a coherent, analytical and reliable decision support system. Product functionality will include the following:

- a. **User Access** - users can access Community using an open, public url with no login required.
- b. **Search – Community** provides the ability to:
 - i. **Search by Category** - searching by sub-strata categories such as Commissioner Districts, School Districts or Zip codes allows the user to quickly view analytics for these areas
 - ii. **Search by Property** - individual properties are quickly found via a dynamic search that can search across multiple identification categories including but not limited to Street Address, Parcel No. or Account No. etc
 - iii. **Search by Custom Defined Areas** - users can define their own area on the map using selection tools to view insights into specific areas
- c. **Area Overview** – customizable landing page provides client with the ability to highlight the most important or relevant insights as the first thing a user sees

- d. **Assessment Data** – display current market and assessed values for the entire jurisdiction, including historical trends and distribution of values among property types
- e. **Census Data** – provides demographic information to assist decision making
- f. **Sales Data** – display historic market trends such as sales growth and median property prices. View neighborhood sales on the map and export sales reports for further analysis.
- g. **Street/Satellite imagery** - the map-based solution provides spatial context using either street or satellite imagery. Map extent dynamically updates as the search parameters are adjusted
- h. **Map Layers** - multiple map layers can be added. The user can enable or disable the layers or adjust their opacity depending on their analysis.
- i. **Links** - easy access to other integrated solutions (Property Portal and Comper for Citizen), other county applications such as tax payments or permit applications and any third-party sites.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost:	\$9,800
Setup items:	
Comper Pro	Included
Comper for Citizen	Included
Property Portal:	Included
<u>Community:</u>	<u>Included</u>
Subtotal	\$34,800
Discount	(\$25,000)
Total	\$9,800
b. Annual Hosting:	\$48,000
Hosting items:	
Comper Pro	Included
Comper for Citizen	Included
Property Portal:	Included
<u>Community:</u>	<u>Included</u>
Subtotal	\$55,200
Discount	(\$7,200)
Total	\$48,000

B. Payment Schedule

Year 1	February 1, 2025 – December 31, 2025:	\$53,800
	(Setup: \$9,800, Hosting: \$44,000)	
Year 2	January 1, 2026 – December 31, 2026:	\$50,400
Year 3	January 1, 2027 – December 31, 2027:	\$52,920

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through January 31st 2025.

PROFESSIONAL:
Schneider/Geospatial, LLC

By: 

CLIENT:
Island County Assessor's Office

By: 

Print: Jeff Corns, GISP

Title: President & CEO

Date: February 4, 2025

Print: Kelly T. Maxx

Title: Assessor

Date: 2/63/2025



ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

MEETING DATE: 4/9/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners

From: **Susan Geiger, Director**

Amount of time requested for agenda discussion. **45 minutes**

DIVISION: Administrative

Agenda Item No.: 1

Subject: Amendment to the 2025 Adopted Budget

Description: Discuss and review recommendations from Budget Director to amend the 2025 Adopted Budget and request to schedule a public hearing with a proposed date of May 6, 2025.

Attachment: **Hearing Resolution, Budget Amendment Resolution, and Exhibit A – 2025 Budget Amendment Schedule**

Request: *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input checked="" type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Complete

P.A. Review: Not Applicable

DIVISION: ARPA

Agenda Item No.: 2

Subject: Broadband Update

Description: An update on the status of the BEAD grant applications and the N Camano Broadband Project with Ziply Fiber NW using ARPA funds to bring broadband service to 112 locations on the north end of the island.

Attachment: **Broadband Presentation slides**

Request: *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

Exhibit A
2025-01 Budget Amendment Schedule

Item #1

FUND	DESCRIPTION	REVENUE		EXPENDITURES		GL CODES	
		INCREASE	DECREASE	INCREASE	DECREASE	KEY	OBJECT
Current Expense Fund							
	Travel & Training re-allocation to Departments			3,000		001-20-1424-0	524330
	Travel Lodging			2,000		001-21-1421-0	524330
	Travel Lodging			250		001-21-1481-0	524330
	Travel Lodging			1,500		001-24-1230-0	524330
	Travel Lodging			1,500		001-26-1881-0	524330
	Travel Lodging			500		001-27-6321-0	524330
	Travel Lodging			500		001-28-1830-0	524330
	Travel Lodging			500		001-28-1832-3	524330
	Travel Lodging			1,000		001-29-1240-0	524330
	Travel Lodging			1,000		001-29-2332-0	524330
	Travel Lodging			2,500		001-30-1165-0	524330
	Travel Lodging			3,000		001-39-1511-0	524330
	Travel Lodging			1,600		001-39-1521-0	524330
	Travel Lodging			1,200		001-39-1522-0	524330
	Travel Lodging			1,000		001-40-2111-0	524330
	Travel Lodging			5,000		001-40-2112-0	524330
	Travel Lodging			600		001-40-2122-0	524330
	Travel Lodging			2,000		001-40-2362-0	524330
	Travel Lodging			1,000		001-41-1221-0	524330
	Travel Lodging			1,800		001-41-2741-0	524330
	Travel Lodging			1,000		001-42-1422-0	524330
	Travel Lodging			1,000		001-47-1426-0	524330
	Travel Lodging			1,000		001-48-2511-0	524330
	Travel Lodging			750		001-59-1621-0	524330
	Travel Lodging				35,200	001-59-1631-0	524330
	Travel Meals			1,000		001-20-1424-0	524320
	Travel Meals			500		001-21-1421-0	524320
	Travel Meals			75		001-21-1481-0	524320
	Travel Meals			150		001-24-1230-0	524320
	Travel Meals			500		001-26-1881-0	524320
	Travel Meals			100		001-27-6321-0	524320
	Travel Meals			150		001-28-1830-0	524320
	Travel Meals			500		001-29-1240-0	524320
	Travel Meals			500		001-29-2332-0	524320
	Travel Meals			1,000		001-30-1165-0	524320
	Travel Meals			800		001-39-1511-0	524320

Exhibit A
2025-01 Budget Amendment Schedule

FUND	DESCRIPTION	REVENUE		EXPENDITURES		GL CODES	
		INCREASE	DECREASE	INCREASE	DECREASE	KEY	OBJECT
	Travel Meals			1,000		001-39-1521-0	524320
	Travel Meals			500		001-39-1522-0	524320
	Travel Meals			2,000		001-40-2112-0	524320
	Travel Meals			300		001-40-2122-0	524320
	Travel Meals			1,000		001-40-2362-0	524320
	Travel Meals			500		001-41-1221-0	524320
	Travel Meals			750		001-41-2741-0	524320
	Travel Meals			150		001-42-1422-0	524320
	Travel Meals			200		001-47-1426-0	524320
	Travel Meals			500		001-48-2511-0	524320
	Travel Meals			300		001-59-1621-0	524320
	Travel Meals			200		001-59-1471-0	524320
	Travel Meals			12,675		001-59-1631-0	524320
	Travel Transportation			2,000		001-20-1424-0	524310
	Travel Transportation			500		001-21-1421-0	524310
	Travel Transportation			150		001-21-1481-0	524310
	Travel Transportation			600		001-24-1230-0	524310
	Travel Transportation			12,000		001-25-1161-0	524310
	Travel Transportation			600		001-25-1443-0	524310
	Travel Transportation			1,500		001-26-1881-0	524310
	Travel Transportation			200		001-27-6321-0	524310
	Travel Transportation			200		001-28-1830-0	524310
	Travel Transportation			1,500		001-29-1240-0	524310
	Travel Transportation			150		001-29-2332-0	524310
	Travel Transportation			2,000		001-30-1165-0	524310
	Travel Transportation			2,000		001-39-1511-0	524310
	Travel Transportation			2,000		001-39-1521-0	524310
	Travel Transportation			1,000		001-39-1522-0	524310
	Travel Transportation			1,500		001-40-2112-0	524310
	Travel Transportation			50		001-40-2122-0	524310
	Travel Transportation			800		001-40-2362-0	524310
	Travel Transportation			1,400		001-41-1221-0	524310
	Travel Transportation			300		001-41-2741-0	524310
	Travel Transportation			900		001-42-1422-0	524310
	Travel Transportation			200		001-47-1426-0	524310
	Travel Transportation			150		001-48-2511-0	524310
	Travel Transportation			500		001-59-1621-0	524310

Exhibit A
2025-01 Budget Amendment Schedule

FUND	DESCRIPTION	REVENUE		EXPENDITURES		GL CODES	
		INCREASE	DECREASE	INCREASE	DECREASE	KEY	OBJECT
	Travel Transportation			400		001-59-1471-0	524310
	Travel Transportation			500		001-59-1472-0	524310
	Travel Transportation			33,100		001-59-1631-0	524310
	Training Registrations			400		001-11-7681-0	524960
	Training Registrations			1,000		001-11-7681-3	524960
	Training Registrations			3,000		001-20-1424-0	524960
	Training Registrations			2,000		001-21-1421-0	524960
	Training Registrations			200		001-21-1431-0	524960
	Training Registrations			200		001-21-1481-0	524960
	Training Registrations			500		001-24-1230-0	524960
	Training Registrations			3,500		001-25-1443-0	524960
	Training Registrations			20,000		001-26-1881-0	524960
	Training Registrations			300		001-27-6321-0	524960
	Training Registrations			1,000		001-28-1830-0	524960
	Training Registrations			1,500		001-28-1832-3	524960
	Training Registrations			500		001-29-1240-0	524960
	Training Registrations			500		001-29-2332-0	524960
	Training Registrations			2,000		001-30-1165-0	524960
	Training Registrations			500		001-39-1511-0	524960
	Training Registrations			600		001-39-1521-0	524960
	Training Registrations			350		001-39-1522-0	524960
	Training Registrations			1,700		001-40-2111-0	524960
	Training Registrations			25,000		001-40-2112-0	524960
	Training Registrations			500		001-40-2122-0	524960
	Training Registrations			10,000		001-40-2362-0	524960
	Training Registrations			800		001-40-3931-3	524960
	Training Registrations			1,000		001-41-1221-0	524960
	Training Registrations			50		001-41-2711-0	524960
	Training Registrations			500		001-41-2741-0	524960
	Training Registrations			750		001-42-1422-0	524960
	Training Registrations			750		001-47-1426-0	524960
	Training Registrations			1,500		001-48-2511-0	524960
	Training Registrations			47,000		001-59-1621-0	524960
	Training Registrations			200		001-59-1471-0	524960
	Training Registrations			150		001-59-1472-0	524960
	Training Registrations				127,950	001-59-1631-0	524960

Exhibit A
2025-01 Budget Amendment Schedule

FUND	DESCRIPTION	REVENUE		EXPENDITURES		GL CODES	
		INCREASE	DECREASE	INCREASE	DECREASE	KEY	OBJECT
	Move Genetec Budget from Facilities to IT						
	Services Professional			33,000		001-26-1881-0	524110
	Services Professional				33,000	001-28-1832-3	524110
	Sheriff's Office - Equipment: Funding from Donation						
	Misc Private Gifts Pledges	17,000				001-40-2111-0	367110
	Small Equipment			7,500		001-40-2111-0	523520
	Capital Machinery & Equipment			9,500		001-40-2111-0	546410
Affordable Housing/Related Svc							
	Purchase of Land for Affordable Housing Development						
	Use of Beginning Fund Balance	1,000,000				109-13-5121-0	308000
	Capital Land			1,000,000		109-13-5121-0	546110
Election Reserve							
	Elections Ballot Sorting Maching - Grant Funded						
	IF US Election Assistance	213,512				111-21-1171-0	451410
	ISF Other			19,305		111-21-1171-0	528700
	Capital Office Equipment			194,207		111-21-1171-0	546420
Boating Safety Program							
	Increased training and patrol in boating program						
	Use of Beginning Fund Balance	8,000				130-40-2124-0	308000
	Overtime			8,000		130-40-2124-0	511200
Trail Court Improvement							
	AV System for Superior Court						
	Use of Beginning Fund Balance	72,000				150-42-1422-0	308000
	Capital Office Equipment			72,000		150-42-1422-0	546420

Exhibit A
2025-01 Budget Amendment Schedule

FUND	DESCRIPTION	REVENUE		EXPENDITURES		GL CODES	
		INCREASE	DECREASE	INCREASE	DECREASE	KEY	OBJECT
Natural Resources							
	Grant Amendment - Estuary Salmon Restoration Program						
	SG WA Rec Conserv Office	222,561				165-15-3194-0	471270
	Salaries & Benefits			56,925		165-15-3194-0	511100
	Supplies - Office			5,571		165-15-3194-0	523110
	Services Professional			140,000		165-15-3194-0	524110
	Supplies - Operating			5,355		165-15-3194-0	523120
	Travel Transportation			610		165-15-3194-0	524310
	Travel Meals			600		165-15-3194-0	524320
	Travel Lodging			2,900		165-15-3194-0	524330
	Rental Facilities			5,000		165-15-3194-0	524590
	Miscellaneous - Other			5,000		165-15-3194-0	524990
	Interfund Rents - Motor Pool			600		165-15-3194-0	529500
	TOTAL ALL FUNDS	1,533,073	-	1,774,998	241,925		
	<i>Summary</i>						
	<i>Revenues Increase</i>	<i>1,533,073</i>					
	<i>Revenues Decrease</i>	<i>-</i>					
	<i>Revenues Net Change</i>	<i>1,533,073</i>					
	<i>Expenditures Increase</i>	<i>1,774,998</i>					
	<i>Expenditures Decrease</i>	<i>(241,925)</i>					
	<i>Expenditures Net Change</i>	<i>1,533,073</i>					
	<i>Difference Net Change Rev-Exp</i>	<i>-</i>					

BROADBAND UPDATE



WORK SESSION

PRESENTATION APRIL 9, 2025 | BOARD OF ISLAND COUNTY COMMISSIONERS

AGENDA

- 1. BEAD PROJECT AREAS**
- 2. N CAMANO PROJECT WITH ZIPLY**



BEAD ALLOCATIONS

WASHINGTON:

- 215,754 BSLS
 - 154,060 UNSERVED
 - 61,694 UNDERSERVED
 - 11,937 HIGH-COST
- 235 PROJECT AREAS
- 307 APPLICATIONS
- 49% OF LOCATIONS RECEIVED 2+ BIDS

- 3,593 BSLS
 - 2,109 UNSERVED
 - 1,484 UNDERSERVED
 - NO HIGH-COST
- 4 PROJECT AREAS
- 10 APPLICATIONS
- 2 PROJECT AREAS HAD 2 APPS
- 2 PROJECT AREAS HAD 3 APPS

ISLAND COUNTY:

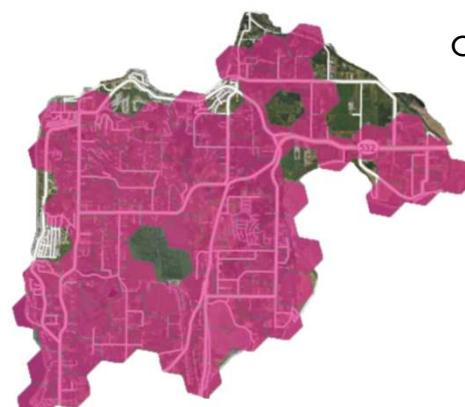


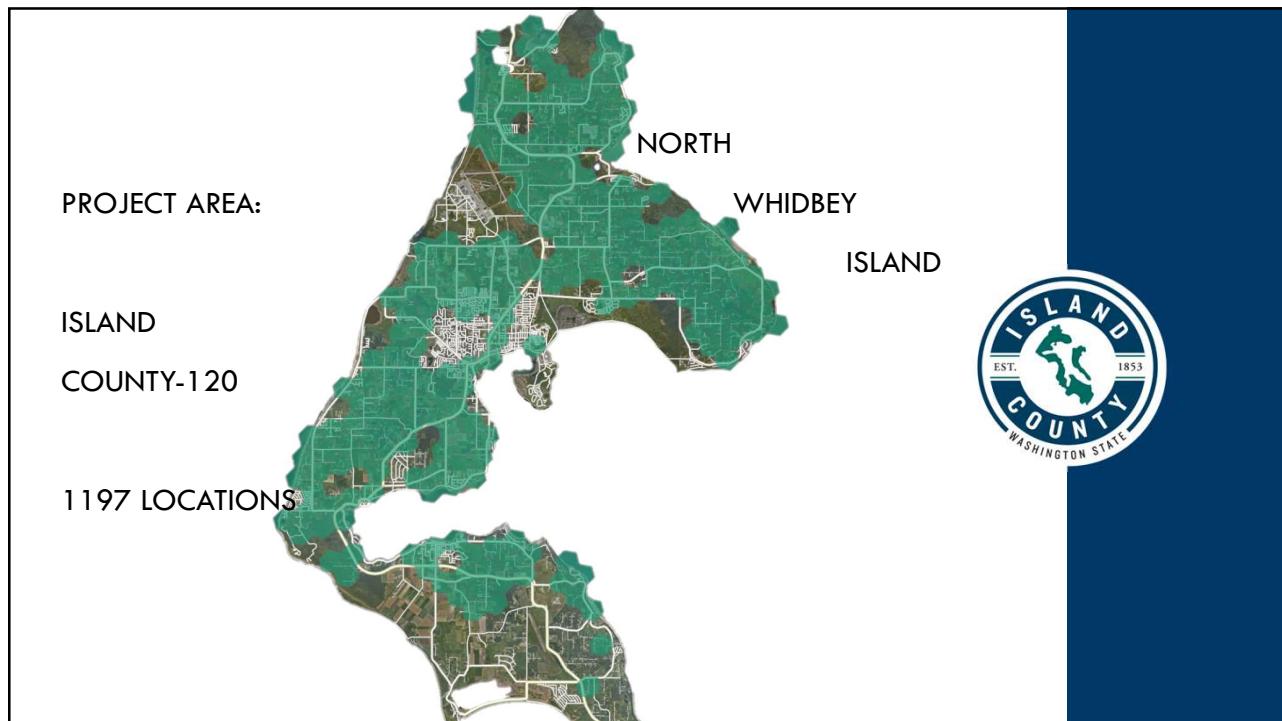
PROJECT AREA:

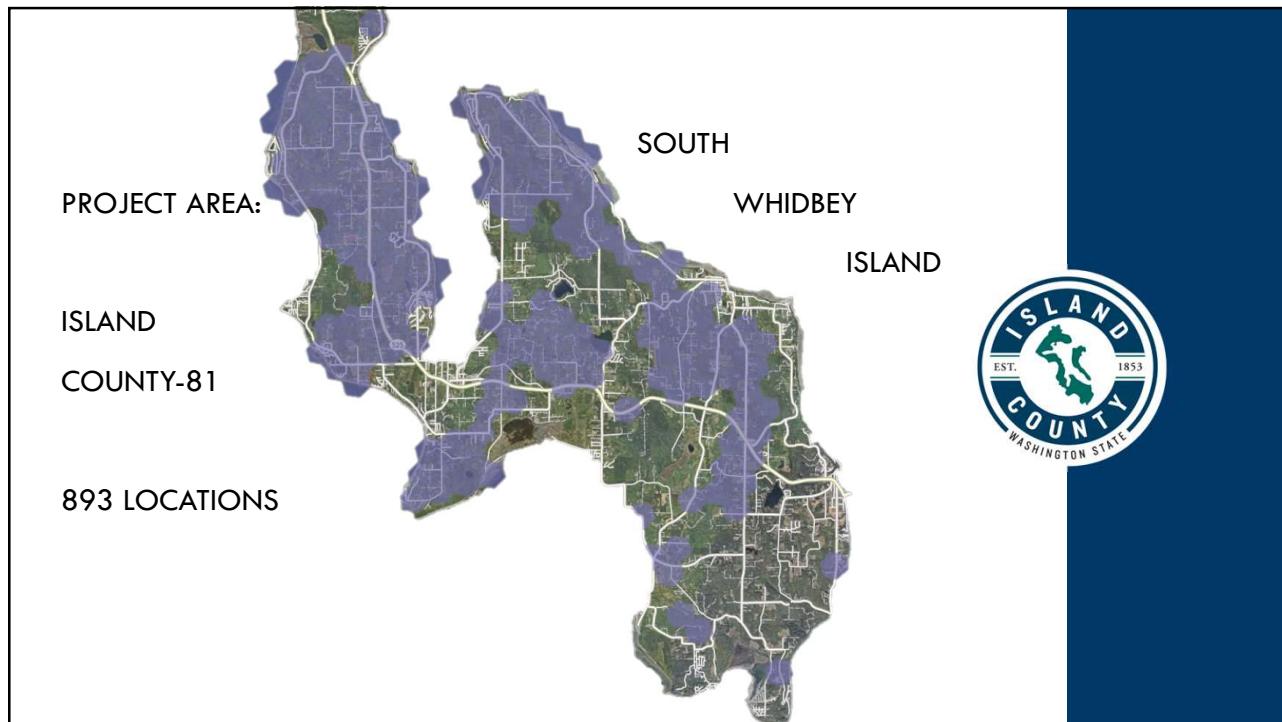
ISLAND

COUNTY-85

714 LOCATIONS







BEAD APPLICATIONS

Companies per Project Area

• SOUTH CAMANO

- ZIPLY FIBER NW
- WHIDBEYTEL
- ASTOUND

• NORTH CAMANO

- ZIPLY FIBER NW
- ASTOUND

• SOUTH WHIDBEY

- ZIPLY FIBER NW
- WHIDBEYTEL
- ASTOUND

• NORTH WHIDBEY

- WHIDBEYTEL
- ASTOUND



BEAD APPLICATIONS

**Project
Areas
per
Company**

- ZIPLY FIBER NW
 - SOUTH CAMANO
 - NORTH CAMANO
 - SOUTH WHIDBEY
- WHIDBEYTEL
 - SOUTH CAMANO
 - SOUTH WHIDBEY
 - NORTH WHIDBEY
- ASTOUND
 - ALL 4 PROJECT AREAS



SOUTH CAMANO PROJECT

ZIPLY HAS PLANNED FOR 30 PROJECT ZONES,
ESTIMATED NEED IS 6 PERMITS FOR RIGHT-OF-WAY

ALL ATTACHMENTS WILL BE AERIAL - EXCEPT 3
PLACES WILL BE BURIED:

- NEXT TO THE AIRPORT RUNWAY
- AMY PLACE – PRIVATE ROAD
- BRINDLE PLACE & ROLFSON ROAD – PRIVATE ROAD

[MICRO-TRENCHING PROCESS](#)



N CAMANO PROJECT

N CAMANO CONSTRUCTION TIMELINE:

- **MID-MARCH 2025** – PERMITS SUBMITTED TO PW
- **LATE APRIL 2025** – POLE ATTACHMENTS
COMPLETED
- **LATE JUNE 2025** – CONSTRUCTION COMPLETED
- **JULY 31 2025** – CONTRACT CONCLUDED



THANK YOU.

QUESTIONS?

ISLANDCOUNTYWA.GOV



USEFUL BROADBAND TERMS

BEAD

DIGITAL EQUITY

BSL

FCC FABRIC

DIG ONCE

WSBO



BROADBAND TERMS

BROADBAND EQUITY, ACCESS, & DEVELOPMENT

(BEAD) PROGRAM

- \$1.3 BILLION IN FEDERAL FUNDING FOR WA
- 200+ PROJECT AREAS IN 38 COUNTIES
- ROUND 1 & 2 CONCURRENT
- ROUND 3 DISCRETIONARY ASSIGNMENTS BY WSBO DIRECTOR WHEELER



BROADBAND TERMS

BROADBAND SERVICEABLE LOCATION (BSL)

- ALL RESIDENTIAL STRUCTURES INCLUDING:
 - HOUSING UNITS (APARTMENT COMPLEXES)
 - GROUP QUARTERS (DORMS/BARRACKS)
- NON-RESIDENTIAL STRUCTURES IF:
 - ON PROPERTY WITHOUT RESIDENCES
 - USES MASS-MARKET, NON-ENTERPRISE-GRADE INTERNET ACCESS SERVICE

broadbandmap.fcc.gov



BROADBAND TERMS

DIG ONCE

- WADOT POLICY TO INCLUDE A CONDUIT IN PLANS FOR CURRENT OR FUTURE BROADBAND

DIGITAL EQUITY

- [HAVING] THE INFORMATION TECHNOLOGY CAPACITY NEEDED FOR FULL PARTICIPATION IN OUR SOCIETY, DEMOCRACY, AND ECONOMY
- NECESSARY FOR CIVIC AND CULTURAL PARTICIPATION, EMPLOYMENT, LIFELONG LEARNING, AND ACCESS TO ESSENTIAL SERVICES.

digitalinclusion.org



BROADBAND TERMS

NATIONAL BROADBAND MAP

- REFERRED TO AS THE “FCC FABRIC”
- DATASET OF ALL LOCATIONS IN THE NATION THAT HAVE OR CAN HAVE FIXED/UNFIXED/WIRED/WIRELESS BROADBAND ACCESS FOR INTERNET SERVICE
- CONTAINS DATA ABOUT THE AVAILABILITY OF BROADBAND SERVICES AT LOCATIONS AS REPORTED BY SERVICE PROVIDERS EVERY 6 MONTHS

broadbandmap.fcc.gov



BROADBAND TERMS

WA STATE BROADBAND OFFICE (WSBO)

- UNDER COMMERCE, WROTE THE STATE BROADBAND PLAN VOL I & II AND RELEASED THE NOTICE OF FUNDING OPPORTUNITY ON NOV 12TH
- WILL ASSIGN REVIEW PANEL FOR PROJECT AWARDS





ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 4/9/2025

To: **Melanie Bacon, Chair**
Board of Island County Commissioners
From: **Jonathan Lange, Director**

Amount of time requested for agenda discussion. 90 minutes

DIVISION: Long Range Planning

Agenda Item No.: 1

Subject: 2025 Comprehensive Plan – Housing Solutions

Description: Long Range Planning will be present on proposed housing solutions to meet our housing allocations as part of our 2025 Comprehensive Plan periodic update for the Board's input.

Attachments: Housing Solutions memo and PowerPoint presentation

Request: (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

Physical Address: 1 NE 6th St, Coupeville, WA 98239 Mailing Address: 1 NE 7th St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

MEMORANDUM

4/9/2025

TO: Board of Island County Commissioners

FROM: Long Range Planning

RE: 2025 Comprehensive Plan – Proposed Housing Solutions

Background:

The Housing Element of Island County's 2025 Comprehensive Plan update must comply with House Bill 1220 passed in 2021 by the Washington Legislature, which mandates that jurisdictions plan for and accommodate housing at all income levels. Under HB 1220, jurisdictions are required to evaluate whether they have sufficient land capacity to allow for the housing types and amounts identified at all income levels. If there is insufficient capacity, the jurisdiction must identify and implement zoning changes and land use allowances that provide enough capacity prior to adoption of the comprehensive plan.

As part of our [Countywide Planning Policies \(CPPs\)](#), housing was divided according to dwelling units by income level between the cities and unincorporated Island County. The majority of housing was allocated to our cities and towns, with 73% of the total housing going to the three municipal urban growth areas. Island County received 2,388 dwelling units (27% of the total housing) to plan for across our unincorporated lands and two islands. Long Range Planning staff conducted a [land capacity analysis](#) to better understand where deficiencies exist in our current housing supply and where we need to plan for additional capacity by income level. The analysis showed a large deficit of housing in the 0-50% area median income level (AMI).

In past comprehensive plans, Island County did not do enough to plan for housing at all income levels and as a result disparities exist across our communities. Working class families – teachers, restaurant and retail staff, health and childcare providers, landscapers, County employees, and more – struggle to afford to live and work in many places on Whidbey and Camano islands. To begin to undo the housing disparities that exist throughout the county, we must plan for more dense housing types to accommodate more income levels.

Meeting the housing allocations in our CPPs will require changes to our land use and zoning code. The Long Range Planning team has evaluated solutions for increasing density to meet our housing allocations, while maintaining consistency with our CPPs and the state laws under the Growth Management Act. The County hosted two focus groups (December 2024 and January 2025) to

engage representatives of non-profit housing developers, the building community, and major employers in discussing solutions for meeting our housing needs. The strategies that emerged were built around accommodating additional density where density already exists to protect rural lands.

Proposed Housing Solutions for Unincorporated Island County:

Freeland Non-Municipal Urban Growth Area:

The Freeland Non-Municipal Urban Growth Area is the County's only Urban Growth Area (UGA). Consistent with WAC 365-196-310, UGAs are intended to accommodate growth allocations during periodic updates of comprehensive plans. For the County's 2025 Comprehensive Plan update, Freeland must support housing growth to meet the County's share of housing allocations. The Freeland zoning code was updated in 2019 with densities consistent with urban standards. However, a sewer is integral for supporting growth and achieving the densities currently allowed in our zoning code for the Freeland NMUGA.

The Department of Commerce sent a letter to Island County on February 6, 2024, in response to our CPPs that states “Anywhere that <50% AMI housing is allocated will need to show an infrastructure plan that is funded in a 6-year capital improvement plan (CIP). The plan should indicate when sewer services will come online and the source and timing of funding. The county's current CIP plan does not provide enough detail to indicate that infrastructure can be accommodated to support the allocation of this housing need to the Freeland UGA.”

The County will need to initiate further planning for a sewer in Freeland as part of the 2025 Comprehensive Plan update in order to meet our housing allocations and allow Freeland to realize the housing growth that it was zoned to support.

Limited Areas of More Intensive Rural Development (LAMIRD, also referred to as a RAID):

Limited Areas of More Intense Rural Development (LAMIRDS) are designated rural areas that are outside of cities and Urban Growth Areas that allow for greater density. They seek to limit rural sprawl by allowing for development, density of multiple use types, and the establishment of an outer boundary of more intense development. Recent changes to state law changes, Senate Bill 5275 for LAMIRDS (adopted in 2021), supports increased flexibility in LAMIRDS where there are public services and facilities to serve additional density. “Within a LAMIRD, any development or redevelopment of building size, scale, use, or intensity may be permitted subject to confirmation from all existing providers of public facilities and public services of sufficient capacity of existing public facilities and public services to serve any new or additional demand from the new development or redevelopment. Development and redevelopment may include changes in use from vacant land or a previously existing use so long as the new use is consistent with the local character.”

Island County has 11 mixed-use LAMIRDS that are identified in our zoning code under Rural Village, Rural Center, and Camano Gateway Village. There are four mixed-use LAMIRDS on Camano, two on north Whidbey, and five on south Whidbey. Kimley Horn conducted an [analysis of the mixed-use LAMIRDS](#) and made recommendations for better utilizing these already dense areas to support additional housing. The recommendation included allowing:

- Up to 12 dwelling units per acre (with a density bonus, see next section).

- Max 8 units per building.
- 0.5-acre minimum lot size.
- Increase building heights to 40 feet.
- Conditional use (Type 2) required for all buildings over 6,000 square feet.
- Waiver of commercial requirement for mixed-use on some lots when commercial percentage in LAMIRD is already sufficient to meet job requirements.

To accomplish the development of more dense housing types in our LAMIRDs, close coordination with Island County Public Health will be required to ensure septic and public water can support the development. The results of the current septic study that Health is conducting with a consultant will inform this work.

Affordable Housing Incentives:

Part of the comprehensive plan update asks jurisdictions to rezone land to create capacity for affordable housing projects to exist. Without incentives and funding at the local state and federal levels, the housing will not get built. Incentives can be a valuable tool to facilitate affordable housing development. The following affordable housing incentives are recommended as part of the zoning changes:

- For the increased densities allowed in mixed-use LAMIRDs, a base density of up to 8 dwelling units would be allowed for all projects. For affordable housing developments, up to 12 dwelling units would be allowed.
- For market rate multi-family projects that do not include any affordable housing, a fee would be added to the permit to be used towards the development of affordable housing.
- Incentives will also be available to affordable developments that include 10% or more of their project at 80% AMI or below including reductions in the requirements for parking, setbacks, landscaping, sales taxes, and permit fees.

Rural Clusters:

Rural Clusters under WAC 365-196-425 are “a common form of innovative zoning technique which can create smaller individual lots than would normally be allowed in exchange for open space that preserves a significant portion of the original parcel.” Island County Code 16.17 outlines requirements for Planned Residential Developments (PRDs) that is a form of rural clusters. PRDs have not been well utilized under the existing code and the Long Range team researched other county’s examples for consideration in this comprehensive plan update. San Juan County has a cluster code (18.60.230) that is specifically designed to provide affordable housing.

To promote clusters for affordable housing, we recommend the following requirements as the basis for a new Rural Cluster code:

- Rural Clusters would be allowed outright on parcels 20 acres or larger. Smaller parcels may be considered with adjacent conserved land.
- Rural Clusters would be allowed in any Rural, Rural Agriculture, Commercial Agriculture, or Rural Forest zone.

- Rural Clusters would be allowed to support affordable rentals or an affordable home ownership model (under 100% AMI) with the support of a government entity, non-profit, or non-profit-private developer partnership.
- The housing in a Rural Cluster must be maintained affordable in perpetuity through a deed restriction.
- A portion (between 30%-80% depending on the lot size) of the land in a Rural Cluster must be utilized for open space or conservation. If the Rural Cluster is located adjacent to, or in close proximity, to conserved land of any type, this open space requirement may be reduced or waived.
- Rural Clusters can accommodate up 2 dwelling units per acre (clustered on a larger contiguous site), with no more than 10 dwelling units included in a cluster.
- Rural Clusters must be served by a Group A or Group B water system.
- Rural Clusters can utilize any combination of building type from stick-built homes, to manufactured homes, to tiny homes so long as they meet the International Building Code.
- Rural Clusters housing types can be detached or attached, consistent with rural land use standards.

Home Parks – A Subsection of Rural Clusters:

Rural Clusters may be utilized to meet the County's Permanent Supportive Housing (PSH) requirements. Rural Clusters utilized for PSH must meet all of the conditions of Rural Clusters above, and additionally:

- Provide onsite supportive services by a licensed provider.
- Be located within 1 mile of a state highway, transit route, mixed-use LAMIRD, or UGA.
- Any units built to provide services shall not be counted toward the density maximums.

Accessory Dwelling Units (ADUs):

RCW 36.70A.680 and .681, regarding accessory dwelling units (ADUs), requires the county to adopt consistent regulations for our Urban Growth Area. This means that Freeland must now allow two ADUs per lot in any configuration of attached and detached, provided that septic can be provided to support the units. Our code must also be modified to allow ADUs to be sold as separate units in the NMUGA.

ADUs in rural areas are not subject to the same requirements under the RCWs. The Planning Commission has put forward a recommendation to support ADUs for long-term affordable rentals in unincorporated Island County. Currently the County limits the number of detached ADU permits allowed in rural areas to 35 permits annually. The proposal to increase housing affordability through detached ADUs, would allow another 25 permits for ADUs that are dedicated to long-term rentals under the following conditions:

- The rental must be offered at or below 80% AMI.
- The owner must sign an affidavit committing to renting the unit for at least three years, with a penalty if they stop renting before the three years is up.

- Stock plans would be offered for detached ADUs and would allow expedited permitting if an owner chooses to utilize the stock plans.

Co-Housing:

RCW 36.70A.535 requires the county to adopt consistent regulations regarding co-living. Co-living is not currently restricted in Island County Code; however, it is not an apparent and acknowledged use either. Island County has a plethora of large single-family homes and a high rate of seniors living in our communities. In south Whidbey alone, according to a 2023 report from the Port of South Whidbey, between 2009 to 2020 the populated ages 60-65 increased by nearly 600 residents while working-class people ages 15-59 declined by 1,444 persons. Co-housing is an option that would support seniors who wish to age in place while also providing affordable housing for our workforce.

Co-housing provides many benefits including support for seniors, better utilization of our existing housing stock and reducing waste in resources of building more housing, and support more affordable rental options throughout our county.

To comply with the new RCW, the County must amend our code to explicitly allow co-housing on any residential lot in a UGA and LAMIRD. Additionally, we recommend allowing co-housing on any residential lot in any zone, so long as the septic bedroom requirements are not exceeded. This change would not increase density in the rural areas but would make co-housing a more obvious option for seniors who wish to rent out their empty rooms when family no longer is living with them.

Short Term Rentals (STRs):

STRs are defined by RCW 64.37.010 as “a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest by a short-term rental operator for a fee for fewer than thirty consecutive nights.” Island County does not currently regulate STRs, although Langley and Coupeville have adopted policies to regulate them in their cities.

STRs play an important role in our economy as a popular tourist destination. We have very few hotels, motels, and bed and breakfasts in Island County and as a result, visitors rely on STRs to be able to visit our islands. A 2022 report on Whidbey and Camano Island tourism estimated that we currently have 1,144 STRs and they bring in an estimated \$42 million in annual revenue. When STRs proliferate in a community, it can have an impact on the available housing stock. Below are estimates from the US Census Bureau (2022 ASC 5-Year Estimates) for the number of occupied vs. vacant housing in some of Island County’s communities:

Housing Occupancy	Clinton	Langley	Freeland	Island County	WA State
Occupied %	81.1	81.8	66.7	85.7	94.7
Vacant %	18.9	18.2	33.3	14.3	5.3

**Note the table above percentages are reported for the census block.*

The amount of land Island County has available for dense housing types to support workforce housing is limited. Many STRs are located along the shoreline or in rural areas where dense housing types are not feasible. However, there are some STRs located in our already dense areas. To ensure housing in areas most likely to have affordable housing is prioritized for highest and best use, we recommend not allowing STRs inside the Freeland UGA and Mixed-Use LAMIRDs. Additionally, all STRs in Island County would be required to get an annual permit for tracking purposes.

Recreational Vehicles (RVs) on Single Family Lots:

Currently, Island County allows RVs to be cited temporarily on properties that have an active building permit and they are only allowed for up to six months while a single-family residence is being built. HB 1220 requires an equity review of our policies and code and staff found this policy is not equitable as it allows RVs only for those individuals who have the means to build a new single-family home in Island County. We know there are a significant number of individuals, and even families with children, living in RVs throughout the County under the radar because they cannot afford anything else.

Allowing a family member, neighbor, or friend to live in a RV could stabilize someone from becoming homeless. With water and septic connections, and a life/safety inspection, we recommend that RVs be allowed on any residential lot in Island County for up to one calendar year, with a permit from the Planning & Community Development Department. Extensions would be considered if the individual actively is working with a government provider to pursue permanent housing.

RV Safe Parking Pilot:

The recent issues with RV parking along County rights-of-way demonstrates a clear need for a safe location for people experiencing homelessness to park their RVs. To manage this issue, staff recommend the County lead a pilot project to identify sites for two RV Parks (one on Whidbey and one on Camano) that will serve as a safe parking area for people experiencing homelessness. The following criteria will be used in identifying a pilot location:

- The pilot locations should be within $\frac{1}{4}$ to $\frac{1}{2}$ mile of public transportation and services.
- The sites should be owned and managed by a government entity, church/religious organizations, or non-profit housing provider.
- Support services must be provided onsite by a licensed provider to assist individuals in locating permanent housing.
- Septic pumping and water connections must be available onsite.
- The RV Park will be limited to up to 20 parking spaces.
- RVs will be allowed to park for up to 90 days.

Other Zoning Changes to Support Housing:

Island County has limited land available to support dense housing types. Therefore, staff recommend amending the land use code to ensure land in our dense areas is available for its highest and best use. The following changes are recommended:

- No longer allowing mini storage inside the Freeland UGA and mixed-use LAMIRDs.

Summary Table of Proposed Changes to Support Housing:

Policy	Current	Recommendations
Freeland	Zoning code updated in 2019	Sewer plan needed to support zoning code densities
LAMIRD Density	Dependent on Health Standards	Up to 12 dwelling units per acre; 8 units per building, 0.5 acre lots, 40 feet height limit
Affordable Housing incentives	None	Density bonus, fee to fund affordable housing, and permitting incentives
Rural Clusters	PRD code	New Rural Cluster code for affordable housing
Home Parks - Rural Clusters	PRD code	New Rural Cluster code for PSH with additional conditions
ADUs in UGA	1 per lot	2 per lot; can sell as individual units
Detached ADUs in Rural	35 permits per year	35 regular permits + 25 for affordable rentals
Co-Housing	Code is silent	Add new code to explicitly allow and permit co-housing on any residential lot
Short Term Rentals	Not currently regulated	Not allow in Freeland UGA and mixed-use LAMIRDs; require permits for all
RVs on single-family lots	Only allowed for 6 months with building permit	Allow for 1 year with water/septic hookups and life/safety inspections
RV Parks	Code currently does not allow	Two pilot project RV Safe Parking Lots
Other zoning changes	Mini-storage allowed in Rural, Rural Center, Rural Village, Light Industrial (Freeland) and Industrial zones	Mini-storage no longer allowed in Freeland UGA (Light Industrial) and mixed-use LAMIRDs (Rural Center and Rural Village)



Housing Solutions 2025 Comprehensive Plan

**Long Range Planning
April 9, 2025**

Agenda

1. Reminders about housing requirements
2. Review of changes proposed
3. Discussion

Housing Changes from the State

- In 2021, the Washington Legislature changed the way communities are required to plan for housing in comprehensive plans.
- House Bill 1220 amended the Growth Management Act (GMA) to instruct local governments to “plan for and accommodate housing affordable to all income levels.”
- Including units for moderate, low, very low, and extremely low-income households and for emergency housing and permanent supportive housing.

Housing For All Planning Tool (HAPT)

Island County	Projection Year: 2045		Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary)	
	Total	0-30%	Non-PSH	PSH	>30-50%	>50-80%	>80-100%	>100-120%	>120%		
Countywide Estimated Housing Supply (2020)	37,272	1,210	18	2,915	7,479	5,878	4,734	15,038		116	
Countywide Additional Units Needed (2020-2045)	8,717	986	838	1,775	1,512	717	683	2,206		265	
Sum of Allocation to Jurisdictions (from User Inputs)	8,717	986	838	1,775	1,512	717	683	2,206		266	
User Input - % Share of County Population	100.00%		<-- Sum of user inputs for jurisdiction shares of county future net housing need. If below 100%, increase shares. If above 100%, decrease shares.								
Growth. Values must sum to 100%	Met Target										
<p><i>* The location of 10 existing permanent supportive housing units within Island County is unknown. Therefore, they are not included in the jurisdiction table below.</i></p>											
27.39 %	Unincorporated Island County	Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary)		
		Total	0-30%	Non-PSH	PSH *	>30-50%	>50-80%	>80-100%	>100-120%	>120%	
4.02 %	Coupeville town	Estimated Housing Supply (2020)	25,445	598	8	1,580	3,311	3,676	3,788	12,484	28
		Allocation Method A (2020-2045)	2,388	270	230	486	414	196	187	604	73
5.12 %	Langley city	Estimated Housing Supply (2020)	1,017	73	0	191	162	77	118	396	0
		Allocation Method A (2020-2045)	350	40	34	71	61	29	27	89	11
63.47 %	Oak Harbor city	Estimated Housing Supply (2020)	743	74	0	34	90	125	107	313	21
		Allocation Method A (2020-2045)	446	50	43	91	77	37	35	113	14

73% of total housing went to urban areas



County's Housing Allocations

By Area Median Income Level (AMI)

	Total Housing Units	0-30%	30-50%	50-80%	80-100%	100-120%	120+	Emergency Housing
Existing Stock	25,445	606	1,580	3,311	3,676	3,788	12,484	28
2045 Allocations	2,388	500	486	414	196	187	604	73

Land Capacity Results – By Income

Income Levels	Zone Categories	Projected Need	% from HAPT	Total Zone Capacity	Capacity Surplus/Deficit
0-30%	Multifamily	500	4%	23	- 477
30-50%		486	7%	41	- 445
50-80%	Moderate Density	414	13%	186	-228
80-100%		196	14%	536	340
100-120%	Low Density	198	14%	2,179	1,981
120%+		604	47%	4,728	4,124

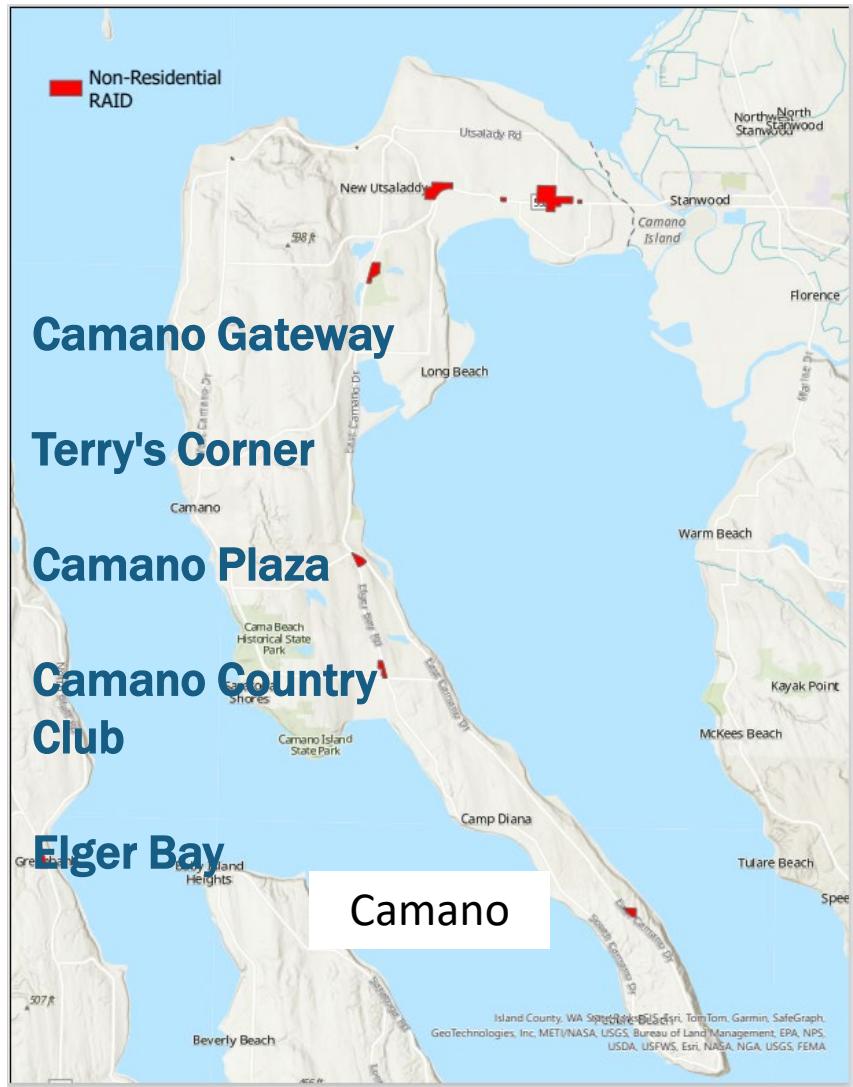
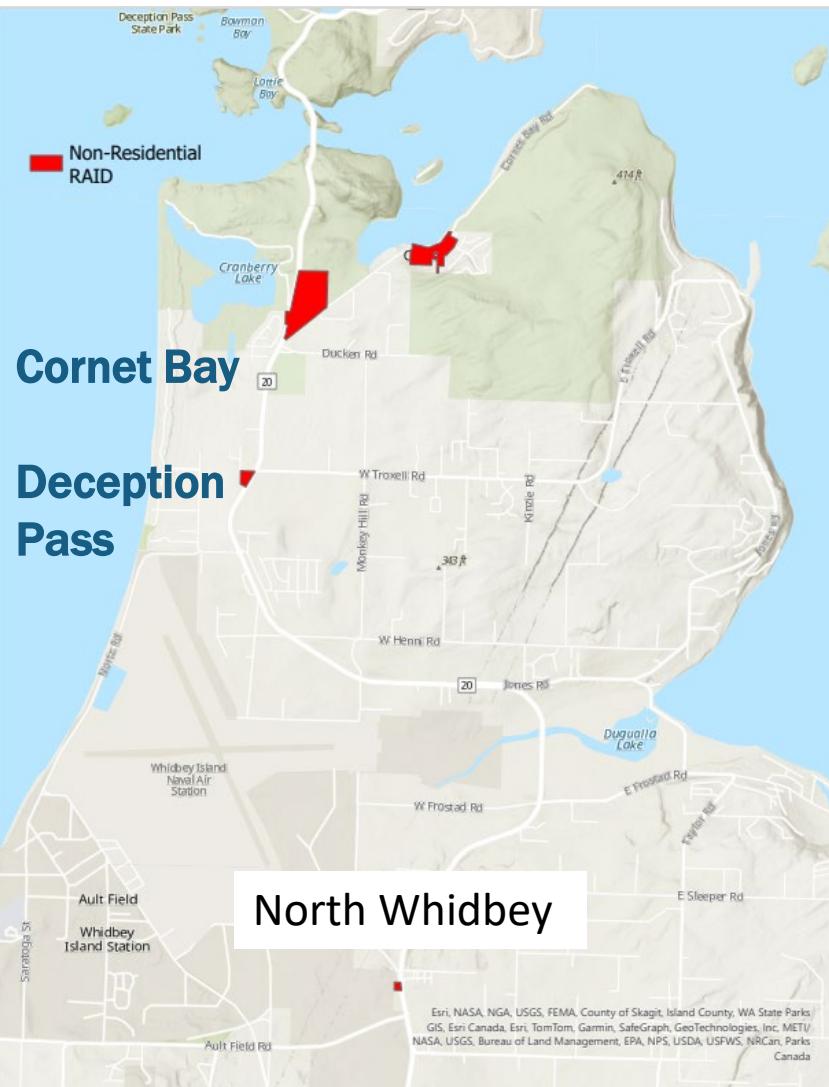
Housing Solutions Memo

Objective: Put density where density already exists and keep rural lands rural.

Strategy: Use a variety of solutions to meet the required housing allocations.

- LAMIRD/RAID Changes
- Rural Clusters
- ADUs
- Short Term Rentals
- Other

Mixed-Use LAMIRDs



Mixed-Use LAMIRDs

Recommended Changes:

- Up to 12 DUs per acre (with affordable housing density bonus), 8 units per building, 0.5 acre minimum, building height max 40 feet, waiver of commercial requirement in some cases.



Housing Types Allowed:

- Multi-family and mixed-use developments (over 5 dwelling units)



How this Solution Supports the Deficit:

- 0-80% AMI housing

Rural Clusters

Recommended Changes:

- Clusters specifically for affordable rentals and affordable home ownership
- Rural, Rural Ag, Commercial Ag, Rural Forest



Housing Types Allowed:

- Stick built, Manufactured homes, Tiny homes

How this Solution Supports the Deficit:

- 0-100% AMI housing



ADUs

Recommended Changes:

- 2 per lot in Freeland NMUGA, septic allowing
- 25 additional permits for long-term affordable rentals (under 80% AMI)

Housing Types Allowed:

- Stick built, Manufactured homes, Tiny homes
- Stock plans (for expedited permitting)

How this Solution Supports the Deficit:

- 30-100% AMI housing



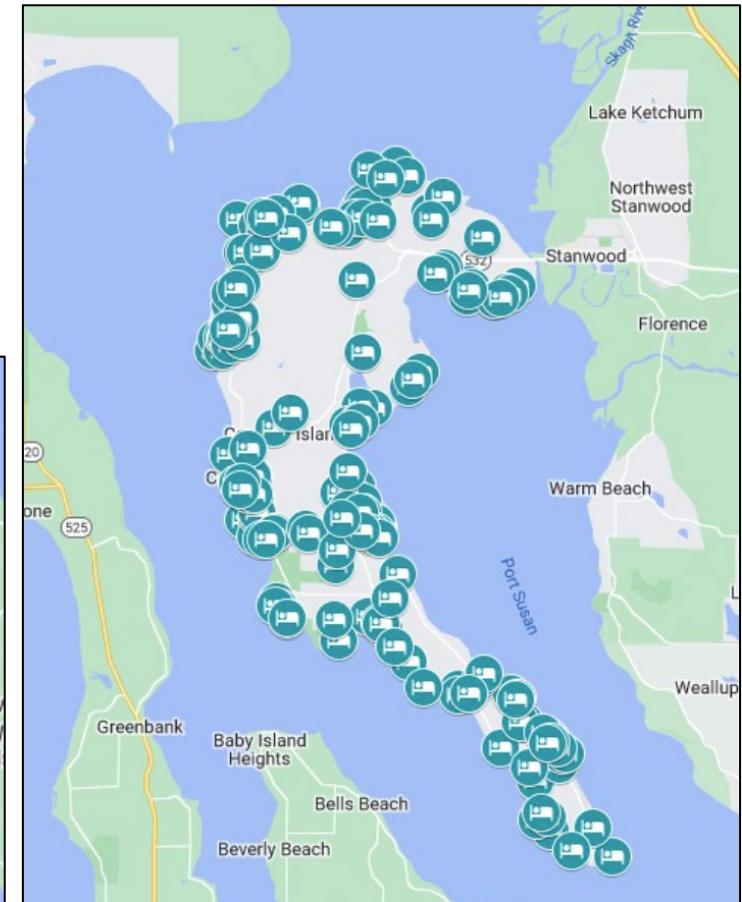
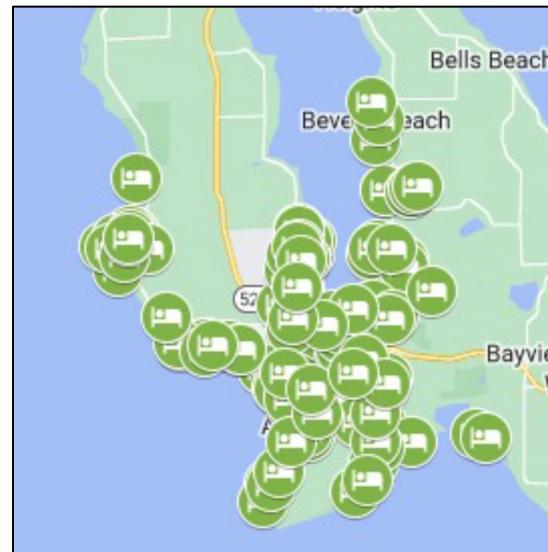
Short Term Rentals (STRs)

Recommended Changes:

- Stop allowing STRs in Freeland NMUGA and Mixed-Use LAMIRDs
- Require a permit for all STRs for tracking

How this Solution Supports the Deficit:

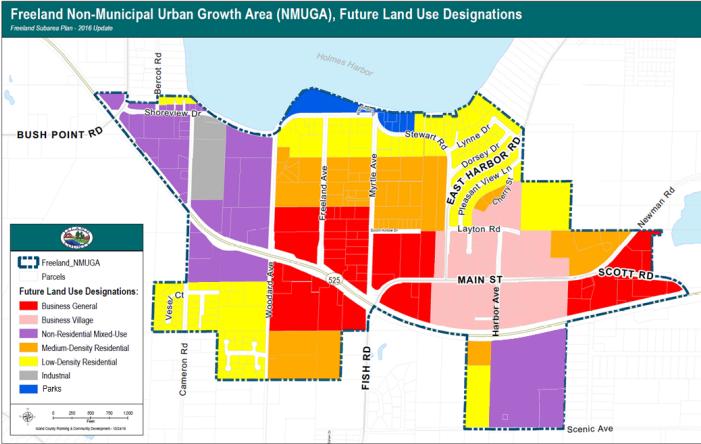
- Ensures housing in our most dense areas, where affordable housing is most likely to exist, is prioritized for long term residents
- Tracking will help identify where we have too high density of STRs and where additional regulations may be needed



Housing Occupancy	Clinton	Langley	Freeland	Island County	WA State
Occupied %	81.1	81.8	66.7	85.7	94.7
Vacant %	18.9	18.2	33.3	14.3	5.3

Other Recommendations

Freeland NMUGA



Affordable Housing Incentives



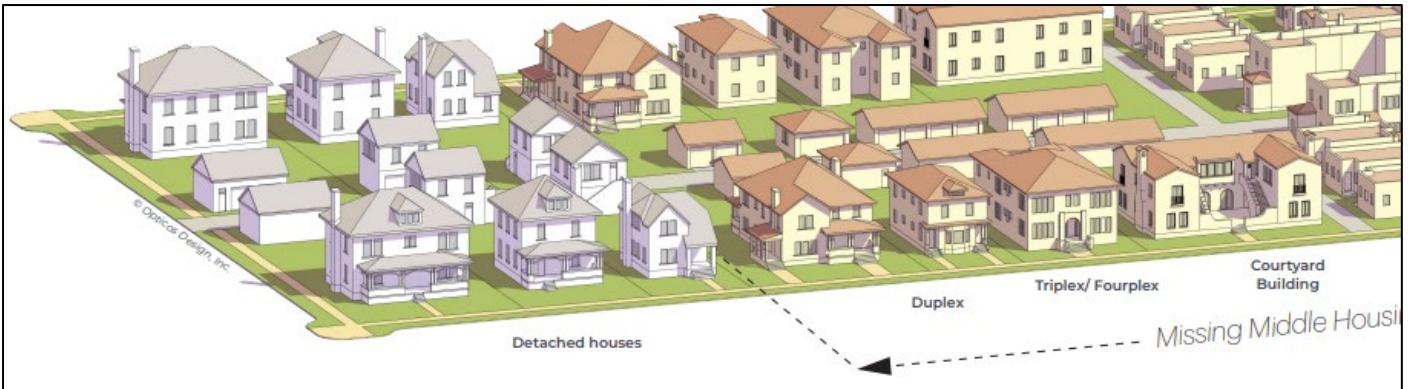
Home Park Clusters

Co-Housing

RVs

RV Parks

No storage or mini-storage in NMUGA or LAMIRDs



Discussion Questions

1. Is there anything you were hoping to see in the recommendations that you didn't?
2. What modifications, changes, or additions would you suggest to the recommendations?



Long Range Planning
CompPlan@islandcountywa.gov
www.islandcounty2045.com