



Permit Center

210 Lottie Street, Bellingham, WA 98225
Phone: (360) 778-8300 Fax: (360) 778-8301 TTY: (360) 778-8382
Email: permits@cob.org Web: www.cob.org/permits

**APPEAL OF ADMINISTRATIVE DECISIONS BY
THE PLANNING DIRECTOR**

Office Use Only

TRAKIT Project / Case # _____ Date Application Received _____

Assigned to: _____

TO THE HEARING EXAMINER:

I, A.C. Griffith, hereby appeal the Planning and Community Development
(Print Full Name)

Department's decision/determination described below (attach a copy of the decision if in writing):
Temporary Shelter Permit USE2024-0016

(see attached)

File No.: USE2024-0016 Date of Decision/Action: June 28, 2024

Bellingham Municipal Code Section(s) involved (if known): BMC 20.15.020, 20.15.080, and others

Describe the errors or issues upon which the appeal is based, including an explanation of why the decision is not consistent with the Bellingham Municipal Code or other provision of law.

This appeal is based on the following (attach supporting material as needed): _____

See attached statement.

Address/Legal Description of subject property (if applicable): 3300 Northwest Avenue
Bellingham, WA 98225

Applicant Address: 1100 Dupont Street Home Phone (360) 685 4077

City/State/Zip Bellingham, WA 98225 Other Phone (360) 393 7895

Signature

APPEAL OF ADMINISTRATIVE DECISIONS BY THE PLANNING DIRECTOR

(Excerpt from the Bellingham Municipal Code, Chapter 21.10.250, unless noted)

21.10.250 - Procedures For Appeal To The Hearing Examiner

- A. Who may Appeal.** Any aggrieved party may appeal.
- B. Form of Appeal.** A person appealing the decision must submit a completed appeal form to the Planning and Community Development Department which sets forth:
1. The action or decision being appealed and the date it was issued;
 2. Facts demonstrating that the person is adversely affected by the decision;
 3. A statement identifying each alleged error and the manner in which the decision fails to satisfy the applicable decision criteria;
 4. The specific relief requested; and
 5. Any other information reasonably necessary to make a decision on the appeal.
- C. Time to Appeal.** The written appeal and the appeal fee, if any, must be received by the Planning and Community Development Department office as specified on the appeal form no later than 5:00 PM on the fourteenth day following the date the notice of decision was issued, or following the date of the decision if no notice was issued.
- D. Notice of Appeal.** A hearing date shall be set and the City shall provide notice of the hearing to the appellant, applicant, Director and to any other person granted party status by the hearing body or officer. Notice shall be mailed or sent no less than 10 days prior to the appeal hearing.
- E. Hearing Examiner Open Record Hearing.** The appellant, the applicant, and the City shall be designated parties to the appeal. Each party may participate in the appeal hearing by presenting testimony or calling witnesses to present testimony. Interested persons, groups, associations or other entities who have not appealed may participate only if called by one of the parties to present information; provided, that the Examiner may allow nonparties to present relevant testimony if allowed under the Examiner rules of procedure.
- F. Hearing Examiner Closed Record Hearing.** The appellant, the applicant, and the City shall be designated parties to the appeal.
- G. Hearing Examiner Decision.** The Hearing Examiner shall issue a written decision to grant, grant with modifications, or deny the appeal. The Hearing Examiner may grant the appeal or grant the appeal with modification if:
1. The appellant has carried the burden of proof; and
 2. The Examiner finds that the decision is not supported by a preponderance of the evidence.
- H. Reconsideration.**
1. Any person who participated in the hearing may file a written motion for reconsideration of the Hearing Examiner's decision.
 2. Reconsideration of a Hearing Examiner decision may be granted by the Hearing Examiner on a showing of one or more of the following:
 - a. Irregularity in the proceedings by which the moving party was prevented from having a fair hearing;

- b. Newly discovered evidence of a material nature which could not, with reasonable diligence, have been produced at hearing;
 - c. Error in the computation or any monetary element of the decision;
 - d. Clear mistake as to a material fact; or
 - e. Clear error as to the law, which should be corrected in the interests of justice.
3. Motions for reconsideration must be filed and served on other parties within 10 days of the date of the Hearing Examiner's decision. The filing of a motion for reconsideration shall not stop or alter the running of the period provided to appeal the Hearing Examiner's decision. A motion for reconsideration that is not scheduled for consideration or otherwise acted upon by the Examiner within 10 days of filing of the motion shall be deemed denied.
- I. **Appeal of Hearing Examiner Decision.** A final decision by the Hearing Examiner may be appealed to the Superior Court by filing a land use petition which meets the requirements set forth in Chapter 36.70C RCW. The petition must be filed and served upon all necessary parties as set forth in State law and within the 21-day time period as set forth in RCW 36.70C.040. Requirements for fully exhausting City administrative appeal opportunities must be fulfilled.

[Ord. 2004-09-065]

Appellant: A.C. Griffith, Chief Executive Officer of North Coast Credit Union

1. The action or decision being appealed and the date it was issued.

North Coast Credit Union is appealing the City of Bellingham’s approval with conditions of Temporary Shelter Permit USE2024-0016, issued on June 28, 2024.

2. Facts demonstrating that the person is adversely affected by the decision.

Background

Temporary Shelter Permit USE2024-0016 concerns a 52-unit temporary tiny house encampment to be located at property owned by the City of Bellingham (“City”) at 3300 Northwest Avenue (Parcel No. 380213 309029 0000) (“City Parcel”).

North Coast Credit Union owns 3250 Northwest Avenue (Parcel No. 380213 630250 0000) (“NCCU Parcel”).¹ The NCCU Parcel is adjacent to the City Parcel, and the two parcels share an access and utility easement.

Planned Contract

The NCCU Parcel and the City Parcel are both subject to the attached Planned Contract 93-09 (Auditor’s File No. 940428147). Two other lots (3236 and 3240 Northwest Avenue) are also subject to the Planned Contract. Several provisions of the Planned Contract are relevant here including, but not limited to, the following:

- Section 3 of the Planned Contract includes a density limitation of “8 residential units.”
- Section 7 of the Planned Contract requires that the parking regulations specified in the Bellingham Municipal Code (now found at [BMC 20.12.010](#)) be adhered to.
- Section 8 of the Planned Contract requires one conifer tree, a minimum of ten feet (10’) in height, to be provided for each residential unit at the site.

The City’s Approval Violates Multiple Provisions of the Planned Contract

As approved by the City, USE2024-0016 violates multiple provisions of the Planned Contract:

- The permit approves 52 residential units, more than six times the eight-unit limit imposed by the Planned Contract.
- The permit requires only six on-site parking stalls, far fewer than required under [BMC 20.12.010](#).
- The permit does not address provision of the conifer trees required by the Planned Contract.

Relevant Definitions from [Bellingham Municipal Code 20.08.020](#)

“Temporary tiny house encampment’ means a temporary homeless shelter for a group of people living in purpose-built tiny houses for people experiencing homelessness, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. Temporary tiny houses for the homeless are between 100 and 300 square feet and easily constructed and moved to various locations. They are not dwelling units and, as such, are not required to meet building codes.” (emphasis added).

¹ Note: Assessor’s records list the current owner of the NCCU Parcel as Pacific Northwest Credit Union. North Coast Credit Union merged with Pacific Northwest Credit Union and is the current owner of the property.

“Dwelling unit” means a single unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Notably, the definition of “Temporary tiny house encampment” specifies that temporary tiny houses are not “Dwelling units” – a defined term within the municipal code to include eating, cooking, and sanitation facilities. In contrast, the Planned Contract places a limitation on “residential units” – a term not defined in either the Bellingham Municipal Code or the International Building Code. “Residence” is a broad term that simply refers to where someone lives. Here, each of the proposed 52 temporary tiny homes would be considered a “residential unit” under the Planned Contract. Finding of Fact 7 of the City’s approval asserts that because Temporary tiny homes are not Dwelling units, as defined in the municipal code, (1) the residential density limit in the Planned Contract does not apply, and (2) Temporary tiny houses are not required to meet building codes. This assertion is incorrect because (1) the fact that temporary tiny homes are not Dwelling units, as defined in the municipal code, does not mean that a Planned Contract’s restriction on residential units does not apply, and (2) the terms and conditions of the Planned Contract apply, even if the City’s building codes do not.

The Violation of Multiple Provisions of the Planned Contract is Injurious to the NCCU Parcel

As a contract between the City and the relevant property owners, the requirements of a planned contract operate independently of the requirements of the City’s municipal code. The City is not free to simply disregard the restrictions on property established through such a planned contract, as it attempts to do here in multiple respects.

Significantly, [BMC 20.15.020](#) requires the director to, in determining the maximum number of people allowed at a Temporary tiny house encampment, to consider factors “such as the size and location of the site, the surrounding land uses, and other contextual factors” (emphasis added). Here, the existence of the limitation on residential units in the Planned Contract is a highly important contextual factor, which the Director’s determination should have been consistent with. Significantly, the City Parcel where these Temporary tiny houses are proposed to be located shares a driveway with the NCCU Parcel (as acknowledged at Finding of Fact 8), which runs through an access easement shared by both parcels. The substantial increase to 52 residential units exceeds the intended scope of that easement (which, when drafted, was intended to be utilized by a maximum of 8 residential units). This considerable increase in usage constitutes an overburdening of said easement, and thus is injurious to the NCCU Parcel.

The approval also fails to require compliance with the requirements in the Planned Contract related to parking (Section 7) and providing conifer trees for each residential unit (Section 8).

To summarize: the requirements of the Planned Contract apply to the proposal, even if the City’s building codes do not. The City’s decision to approve a permit that violates the terms and conditions of a long-established Planned Contract adversely affects North Coast Credit Union as the owner of the NCCU Parcel, which is subject to the Planned Contract.

[BMC 20.15.080](#) Requires the Director to Deny an Application When A Proposal Will Be Injurious to Neighboring Property

Pursuant to [BMC 20.15.080\(B\)\(1\)](#), the Director shall only approve an application for a Temporary shelter application if that proposal (a) “will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity” (emphasis added), and (b) meets the requirements of [Ch. 20.15](#). If the application does not meet the provisions of [Ch. 20.15](#) or adequate mitigation is not feasible or possible, the Director must deny the application ([BMC 20.15.080\(C\)](#)).

Notably, the City’s decision misstates the relevant standard. At Conclusion of Law 8, the City concludes that:

“As conditioned, the proposed use will not be materially detrimental to the public welfare or substantially injurious to properties or improvements in the vicinity of the proposed temporary encampment.”

(emphasis added). But the relevant standard under [BMC 20.15.080\(B\)\(1\)\(a\)](#) is simply “injurious” to property and improvements in the vicinity – not “substantially injurious.”

Here, the proposal’s violations of the terms and conditions of the Planned Contract (1) are injurious to the NCCU Parcel, and (2) do not meet the requirements of [Ch. 20.15](#). Accordingly, pursuant to the requirements of [BMC 20.15.080\(B\)\(1\)&\(C\)](#), the application should have been denied.

3. A statement identifying each alleged error and the manner in which the decision fails to satisfy the applicable decision criteria.

North Coast Credit Union alleges the following issues and errors:

- A. The City of Bellingham erred by approving a proposed use of the City Parcel that does not comply with the requirements of the Planned Contract, to which the City Parcel is subject.
- B. The City of Bellingham erred in concluding that, because the City’s Building Codes are not applicable to Temporary tiny houses (pursuant to the definition in BMC 20.08.020), that the requirements of the Planned Contract also do not apply.
- C. In approving (with conditions) USE2024-0016, despite the fact that the proposal violates the requirements of the Planned Contract (as described above) and/or the requirements of [Ch. 20.15](#), the City of Bellingham failed to comply with the requirements of [BMC 20.15.020\(C\)](#).
- D. In approving (with conditions) USE2024-0016, despite the fact that the proposal violates the requirements of the Planned Contract (as described above) and/or the requirements of [Ch. 20.15](#), the City of Bellingham failed to comply with the requirements of [BMC 20.15.080\(B\)](#).
- E. Conclusion of Law 8, which states that the proposal will not be “substantially injurious” to properties or improvements in the vicinity, misstates the relevant standard under [BMC 20.15.080\(B\)\(1\)](#), which is simply “injurious.”
- F. In approving (with conditions) USE 2024-0016, despite the fact that the proposal violates the requirements of the Planned Contract (as described above) and/or the requirements of [Ch. 20.15](#), the City of Bellingham failed to comply with the requirements of [BMC 20.15.080\(C\)](#).
- G. Conclusion of Law 9 states that the proposed use meets the requirements of [BMC 20.15](#). However, as discussed above, the proposal does not meet the requirements of [BMC 20.15](#).

The issues and errors described above adversely affect North Coast Credit Union as the owner of the NCCU Parcel, which is one of the other lots subject to the Planned Contract.

4. The specific relief requested.

North Coast Credit Union requests that the Hearing Examiner overturn the approval of Temporary Shelter Permit USE2024-0016.

5. Any other information reasonably necessary to make a decision on the appeal.

N/A

PLANNED CONTRACT # 93-09

Tedford Redevelopment

THIS IS A PLANNED DEVELOPMENT CONTRACT, ENTERED INTO BETWEEN **CLYDE AND MARCIANNE MOLLER**, (HEREINAFTER "DEVELOPER") AND THE **CITY OF BELLINGHAM** (HEREINAFTER "CITY") IN CONJUNCTION WITH DEVELOPER'S APPLICATION FOR SITE PLAN APPROVAL.

WITNESSETH:

WHATCOM COUNTY
BELLINGHAM, WA
04/28/94 2:23 PM
REQUEST OF: /COB
Shirley Forslof, AUDITOR
BY: TRR, DEPUTY
\$14.00 CONTR

WHEREAS, Developers are the owners of record of 2.15 acres at 3302 Northwest Avenue and have made application for a planned commercial contract; and

WHEREAS, The City has reviewed the application pursuant to procedures of Bellingham Municipal Code 20.38.040, and the Planning and Community Development Department has issued a Determination of Nonsignificant Environmental Impact under the State Environmental Policy Act;

Vol: 386 Page: 622
File No: 940428147

NOW THEREFORE, in recognition of the foregoing, the Developer enters into this Agreement with the City and agrees to adhere to the following terms and conditions:

Section 1 -- Legal Description: The land use restrictions incorporated herein, and the approved site plan, Exhibit "A" attached hereto, shall apply to subsequent development of the property legally described in Exhibit "B".

Section 2 -- Permitted Uses: Permitted uses shall be those specified in Bellingham Municipal Code 20.38.050 C2.

Section 3 -- Density: There shall be no more than 8 residential units.

0097.PLC (1)

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (206) 676-6903

Section 4 -- Height: Height restrictions shall be those specified in Bellingham Municipal Code Chapter 20.38.050 C4. No structure shall exceed thirty five feet (35') under height definition #1.

Section 5 -- Yards: There shall be a twenty foot structural setback from the northeast property line (adjacent to the Bellingham Golf and Country Club).

Section 6 -- Usable Space: Usable space shall be provided in an amount equal to that required for a proposal of the same number of residential units under Bellingham Municipal Code Chapter 20.32.040 F.

Section 7 -- Parking: Parking and loading regulations shall be those specified in Bellingham Municipal Code 20.38.050(C)(6) as amended. The parking located on the south side of the existing North Side Restaurant is required parking for the restaurant. The documentation of a parking easement is provided in the legal description, as specified in Exhibit "B".

Section 8 -- Landscaping: Landscaping regulations shall be those specified in Bellingham Municipal Code 20.12.030 for similar uses. A screen shall be installed between any residential use and any non-residential use. This screen shall be installed prior to the residential uses receive a certificate of final occupancy. The screen shall be installed at the expense of the commercial uses on-site.

Prior to land clearing, this site contained many mature conifers, reaching heights in excess of thirty feet (30'), giving this site a unique character for commercial development. Redevelopment of this site requires replacement of the trees (conifers) to maintain a similar character for the site. Mature conifers are consistent with the patterns of vegetation along Northwest Avenue.

A landscape plan shall be required with each building permit submitted for this site. The landscaping plan shall be approved by the Planning and Community Development

Vol: 386 Page: 623
File No: 940428147

0097.PLC (2)

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (206) 676-6903

Director. The landscaping plan shall provide location, species, and size of proposed landscaping. The species shall be consistent with the previous character, specifically conifers, which reach a minimum of thirty feet (30') in height at maturity.

The residential portion of the site shall provide at least one conifer per unit. There shall be at least one conifer required for every ten open parking spaces for the other uses.

The size of all required trees at the time of installation shall be a minimum of ten feet (10') in height, measured from root ball to top of tree, and no less than two and one half inches (2 1/2") measured one foot above grade. The trees shall be installed around the perimeter of each site.

Section 9 -- Signage: Signage regulations shall be as follows:

- A. All signage must be an integral coordinated part of a sign design plan for the entire complex.
- B. Roof signs are prohibited. Vol: 386 Page: 624
File No: 940428147
- C. All signs shall be flush against the side of the building except as provided below.
- D. One free standing sign not higher than twenty-five feet (25') shall be permitted at the main entrance. The driveway at the north end of the site shall be defined as the main entrance. Said sign may be lighted, but the message shall be limited to the name of the complex and its occupants. Sign area on any one face shall not exceed two hundred seventy-five (275) square feet.

Section 10 -- Streets, Utilities and Access: The following street design and access standards shall be met:

- A. Curb Cuts: Curb cut locations and width shall be limited as shown on Exhibit "A".
 - 1. A curb cut shall be installed at the most northern end of the property. This curb cut shall be limited to 30 feet in width.
 - 2. The curb cut located in the intersection of Maplewood Avenue and Northwest Avenue shall be limited to right turn in and right turn out. The curb cut shall be constructed with a "pork chop" per Public Works improvement standards.

3. In the event the intersection of West Maplewood and Northwest Avenue is signalized, the property owner shall be required to participate in converting the curb cut to a signalized leg of the intersection and the right in and right out restrictions will be removed.

- B. Pedestrian Access: A pedestrian walkway shall be provided from Lot 2, as specified on Exhibit A, to Northwest Avenue.
- C. Transportation Impact Fees: Transportation Impact Fees shall be levied upon developments at the time of building permit issuance or if no building permit is required Transportation Impact Fees will be collected upon approval of the development by the Department of Public Works.

Section 11 -- Drainage: A Storm Water Plan must be submitted to the Public Works Department that includes an analysis of the downstream impacts as related to quantity, a temporary erosion and sedimentation control plan and a permanent water quality facility to treat site runoff prior to discharge. Plans and calculations are to be submitted to and approved by the Public Works Department prior to building permit issuance. Calculations and designs shall be per the City of Bellingham Improvement Standards and the Department of Ecology Stormwater Technical Manual. All erosion and sedimentation measures are to be installed at the beginning of construction and are to be maintained throughout the project. The permanent water quality facility shall be inspected and approved by the Public Works Department prior to Final Occupancy.

Section 12-- Fire Department Requirements: The development shall meet all applicable fire flow and fire code standards as adopted by the City of Bellingham and shall be subject to the approval of the Fire Marshall.

Section 13 -- Building Permit Requirements: Prior to the issuance of a Building Permit, plans in conformance with the restrictions of this agreement and Exhibit "A" attached hereto, as well as any other applicable City code, shall be submitted and approved.

Vol: 386 Page: 625
File No: 940428147

0097.PLC (4)

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (206) 676-6903

Section 14 -- Occupancy: Prior to the issuance of any Certificate of Occupancy, all terms and requirements of this agreement shall be met.

Section 15 -- Amendment: This agreement shall become effective immediately upon signature. Modifications to this agreement and the attached exhibits shall be reviewed and considered in the same manner as a request for plan approval, with the exception that minor changes to the site plan attached as Exhibit "A" that do not violate the specific terms and requirements of this agreement or other applicable codes may be approved by the Planning and Community Development Department.

Section 16 -- Subsequent Changes in Land Use Ordinance: All references to the Bellingham Municipal Code are intended to adopt sections of the code as of the date of the agreement and as subsequently amended.

Section 17 -- Requirements Binding on Successors: The covenants, agreements restrictions and requirements contained herein shall run with the land and be binding upon all subsequent owners, successors, and assigns of Developers. This contract expires in five (5) years from the date of the signature of the Mayor of Bellingham unless construction or establishment of the use has begun on any parcel as described in Section 1 of this document.

Vol: 386 Page: 626
File No: 940428147

APPROVED this 8th day of April, 1994 for the Developers,
Clyde and Marcianne Moller.

Clyde H Moller
Marcianne J Moller

ACKNOWLEDGEMENT

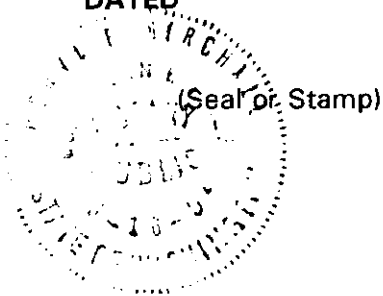
STATE OF WASHINGTON)
) ss
COUNTY OF Whatcom)

Vol: **386** Page: **627**
File No: **940428147**

I CERTIFY that I know or have satisfactory evidence that CLYDE H. MOLLER AND
MARCIANNE G. MOLLER is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, and acknowledged it to be the free and
voluntary act for the uses and purposes mentioned in the instrument.

4-8-94
DATED

Lloyd E. Buckell
SIGNATURE OF NOTARY PUBLIC



Bookkeeper
TITLE
August 18, 1994
MY APPOINTMENT EXPIRES

APPROVED PLANNED DEVELOPMENT CONTRACT #93-09 this 27th day of
April, 1994 for the CITY OF BELLINGHAM.

Jon Douglas
Mayor

ATTEST: Juan Carpenter
Finance Director

APPROVED AS TO FORM:
Karen Stewart
Office of the City Attorney

DEPARTMENTAL APPROVAL:
John L. Smith
Department of Planning & Community
Development
M. J. [Signature]
Department of Public Works

0097.PLC (6)

EXHIBIT A

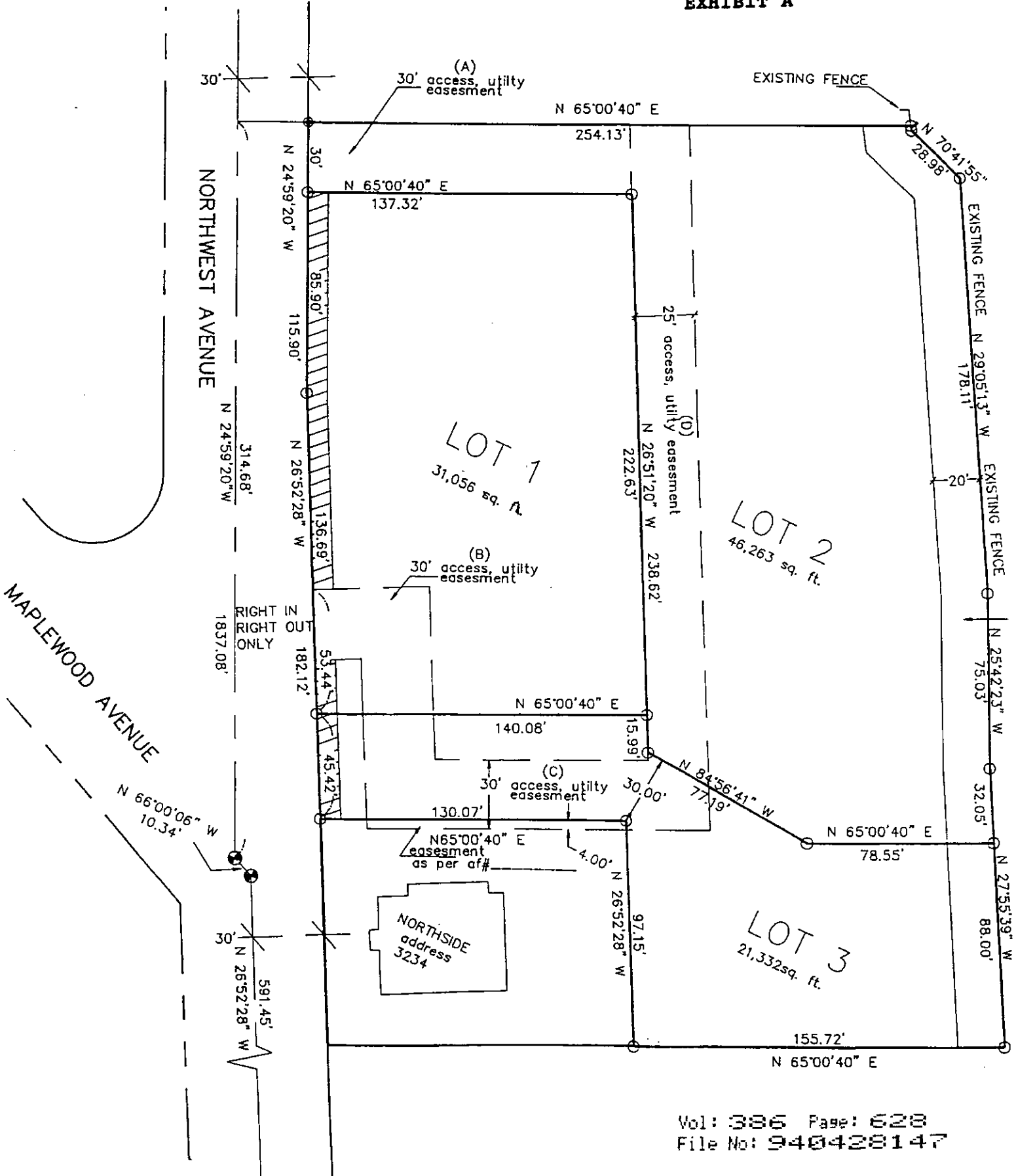


EXHIBIT B

LEGAL DESCRIPTION

Lots 1-3, M & R Short Plat, and

THE SOUTHWESTERLY 130 FEET OF EACH OF THE TWO FOLLOWING DESCRIBED TRACTS:

THE FOLLOWING DESCRIBED TRACTS OF LAND LOCATED IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2433.17 FEET SOUTH AND 1465.75 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH LINE OF MCLEOD ROAD AND NORTHEASTERLY LINE OF NORTHWEST DIAGONAL ROAD; THENCE SOUTH 26°35' EAST 25 FEET; THENCE SOUTH 63°25' WEST 238.2 FEET; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF NORTHWEST DIAGONAL ROAD 25 FEET; THENCE NORTH 63°25' EAST 239 FEET TO THE POINT OF BEGINNING, IN THIS DESCRIPTION THE LINES OF MCLEOD ROAD ARE ASSUMED TO BE EAST AND WEST, AND NORTH AND SOUTH EXACTLY AT RIGHT ANGLES TO SAID ROAD LINES, ALSO BEGINNING AT A POINT 2520 FEET SOUTH AND 1509.2 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH LINE OF MCLEOD ROAD AND THE NORTHEASTERLY LINE OF NORTHWEST DIAGONAL ROAD IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M.; THENCE NORTH 26°35' WEST 72.1 FEET; THENCE SOUTH 63°25' WEST 238 FEET, MORE OR LESS TO THE NORTHEASTERLY LINE OF NORTHWEST DIAGONAL ROAD; THENCE SOUTHEASTERLY ALONG SAID ROAD LINE 73 FEET, MORE OR LESS; THENCE NORTH 63°16' EAST 236.43 FEET TO THE POINT OF BEGINNING. IN THIS DESCRIPTION THE LINES OF THE MCLEOD ROAD ARE ASSUMED TO BE EAST AND WEST, AND NORTH AND SOUTH EXACTLY AT RIGHT ANGLES TO SAID ROAD LINES.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON

TOGETHER WITH AN EASEMENT FOR PARKING CARS, 40 FEET IN WIDTH, ALONG THE SOUTHERLY SIDE OF THE FOLLOWING DESCRIBED PROPERTY, AND EXTENDING 75 FEET NORTHEASTERLY FROM THE NORTHWEST DIAGONAL ROAD:

A TRACT OF LAND IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2343.74 FEET SOUTH AND 1421 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE MCLEOD ROAD AND THE NORTHEASTERLY LINE OF THE NORTHWEST DIAGONAL ROAD; THENCE SOUTH 28°35' EAST 100 FEET; THENCE SOUTH 63°25' WEST 238.2 FEET TO THE NORTHEASTERLY LINE OF THE NORTHWEST DIAGONAL ROAD THENCE NORTHWESTERLY ALONG SAID ROAD LINE 100 FEET; THENCE NORTH 63°25' EAST 240.8 FEET TO THE POINT OF BEGINNING. IN THIS DESCRIPTION THE LINES OF THE MCLEOD ROAD ARE ASSUMED TO THE EAST AND WEST, AND NORTH AND SOUTH EXACTLY AT RIGHT ANGLES TO SAID ROAD LINES.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON



Planning and Community Development Department

210 Lottie Street, Bellingham, WA 98225

Phone: (360) 778-8300 Fax: (360) 778-8301 TTY: (360) 778-8382

Email: planning@cob.org Web: www.cob.org

TEMPORARY TINY HOUSE ENCAMPMENT PERMIT USE2024-0016 and SEP2024-0017 3300 Northwest Avenue

Project Description: Temporary Shelter Permit to operate a tiny house encampment, "North Haven," for people experiencing homelessness. The applicant, HomesNOW, a 501(c)(3) non-profit, proposes to locate the encampment on City-owned property located at 3300 Northwest Avenue (Parcel No. 380213309029). HomesNOW seeks to relocate their existing temporary tiny house encampments, commonly referred to as Swift Haven (1555 Puget Street) and Unity Village (210 McKenzie Avenue), to 3300 Northwest Avenue because the existing encampments are not viable in the long term and must be closed by December 2024 and March 2025, respectively. The applicant requests a permit for two years with potential extensions per Bellingham Municipal Code (BMC) 20.15.

The applicant proposes up to 52 tiny houses that would provide overnight shelter for up to 52 people ("guests"). The site layout also includes two temporary structures for storage, a temporary structure for an office, six (6) on-site parking stalls, and amenities such as bathrooms, a shower trailer, two kitchen trailers, a laundry trailer, garbage and recycling containers, and human and social services. In accordance with BMC 20.15.020(A), the application includes a request to reduce the generally applicable 20' setback for tiny homes/temporary structures to a 10' setback along the east property line and a 5' setback along the south property line. Vehicular access to the proposed encampment is provided via the existing driveway from Northwest Avenue. No trees will be removed as part of the project and perimeter fencing is proposed around the entire site.

The proposal requires environmental review in accordance with SEPA (Washington State Environmental Policy Act) under BMC 16.20 and WAC 197-11. The subject site, 3300 Northwest Avenue, is not located within a regulated critical area wetland nor wetland buffer. Site development for the temporary tiny house encampment is limited to surficial disturbances related to utility trenching which will require a minor critical area permit review under the associated construction permits per BMC 16.55.080.

Project Location: 3300 Northwest Avenue, Bellingham WA 98225, Parcel No. 380213309029. Birchwood Neighborhood, Area 10, zoned Commercial with a Planned use qualifier.

Applicant: HomesNOW, 1441 St. Paul Street, Bellingham, WA 98229; contact Doug Gustafson, 360-224-3727.

Decision: Approved with conditions

Date of Decision: June 28, 2024

Exhibits:

- A. Site Plan**
- B. Temporary Shelter Land Use Application and Supporting Materials (Operations Plan, Resident Handbook, Organizational Structure Chart, Maps, Tiny House Plans, and Site Photos)**
- C. SEPA Checklist, dated 5/30/24**
- D. Draft License Agreement**
- E. Setback Reduction Request**
- F. Courtesy Notice to Schools**
- G. Notice of Complete Application, Notice of Application, and Optional Determination of Non-Significance (DNS)**
- H. Public Comments**
- I. Neighborhood Meeting Roster**
- J. 911 Call Data**
- K. DNS (SEP2024-0017)**
- L. Due Diligence Geotechnical Report**
- M. Phase I ESA Report**

(Note: all exhibits available for review at cob.org/notices)

BACKGROUND

Significant data demonstrate that the number of people experiencing homelessness is growing sharply in Washington State, spurred by a lack of affordable housing and a poorly funded mental health and substance abuse system. In fact, the increase in homelessness is a national issue and is found in virtually all areas of the country that are experiencing economic and population growth. [The 2023 Whatcom County Point-in-Time Census of Homeless Residents](#) showed the highest one-night count since the survey began in 2008. In 2023, the census recorded 1,059 individuals experiencing homelessness in Whatcom County, representing a 27% annual increase since 2022 which counted 832 individuals. Of the 1,059 persons counted in 2023, 711 of them slept in shelters or transitional housing facilities, and the other 348 were unsheltered. Though the number of people sleeping in shelters (emergency shelters, extended stay emergency shelters like tiny homes, motel rooms paid with subsidies, and transitional housing programs) increased by 9% since 2022, the number of unsheltered individuals increased by 91% since 2022 (compared to 182 unsheltered individuals counted in 2022). While most individuals experiencing homelessness in Whatcom County are finding shelter, data shows that the number of individuals who are unsheltered is outpacing available emergency and transitional housing options.

Overall, the City spends approximately \$6.5 million per year on contracts with partners who provide services to help either prevent or respond to homelessness. The 2024 budget for Whatcom County Health and Community Services contributes an additional \$16 million county-wide towards contracts addressing homelessness, with most of these dollars allotted to service providers located in Bellingham.

The City and County are working collaboratively to provide permanent housing solutions, respond to the need for emergency shelter, and address the root causes of homelessness. For more information about the City's efforts to address and prevent homelessness, visit our [Addressing Homelessness](#) webpage, [story map](#), and the [2023 City of Bellingham Consolidated Plan](#).

The City and County do not work alone to prevent or respond to homelessness:

- Using the local Housing Levy, General Fund, and Federal grants, the City funds over a dozen local housing and human services non-profits, including the Opportunity Council, Lydia Place, Northwest Youth Services, Catholic Community Services, YWCA, Interfaith Coalition, Mercy Housing Northwest, and Sean Humphrey House.
- With the support of City and County funding, the Opportunity Council's Homeless Service Center helps individuals with emergency rental assistance, case management, motel stays, and other services.
- In Spring 2020, the City and County partnered with Lighthouse Mission Ministries (LMM) to relocate its emergency drop-in center to provide adequate social distancing and other COVID protections. LMM's Base Camp location opened in July 2020, with space and services for nearly 200 individuals. The City has extended the Base Camp permit until November 2024 to allow for continued operation until construction of the new Holly Street facility is complete.
- Starting in 2020, the City of Bellingham established a partnership with the Low Income Housing Institute (LIHI) along with Bellingham-based Road2Home (R2H), to operate a temporary tiny house encampment, commonly known as "Gardenview Village," for people experiencing homelessness. The site is located on a portion of the City-owned and maintained property at the intersection of Woburn Street and Lakeway Drive and provides overnight shelter for up to 50 guests. The City contracted with LIHI and Road2Home to set up and provide staffing and services to the village and the village infrastructure is funded by the City. LIHI/R2H is required to cooperate with the coordinated entry system managed by the Homeless Service Center and other service providers and make inquiry with these providers regarding the availability of services. Homeless Management Information System (HMIS) reporting is required. Road2Home will be serving as the new operator starting summer 2024, taking over sole operational duties from LIHI, and shall be required to comply with the same general performance standards as the original permit and license agreement. Several dozen guests who were provided temporary shelter at Gardenview Village have successfully moved on to permanent housing since 2021.
- The City has coordinated with HomesNOW on temporary shelter solutions 2018 when HomesNOW was permitted to operate a temporary tent encampment commonly known as "Winter Haven". Winter Haven was located in a portion of the City Hall parking lot and provided shelter for up to 40 guests. Then in 2019, HomesNOW was permitted to operate "Safe Haven", a temporary tent encampment for 32 guests located on a portion of the What-Comm 911 Center at 620 Alabama Street.
- HomesNOW currently operates two permitted temporary tiny house encampments within the City of Bellingham. Unity Village, located at 210 McKenzie, was permitted to operate a temporary tiny house encampment for up to 28 guests. Then, in 2020, in response to requests from homeless advocates and the public to provide more immediate shelter options, the City authorized HomesNOW to open Swift Haven, located within the Civic Athletic Complex and serving up to 28 guests. The Unity Village and Swift Haven sites are not viable in the long term. Unity Village is located on City-owned property adjacent to the Post Point Wastewater Treatment Facility. It must be relocated to allow for soil clean-up needed ahead of planned expansions at the Post Point Sewer Treatment Facility. To comply with permitting deadlines for the Post Point expansions, Unity Village must relocate by March 2025. Swift Haven is currently located in the City-owned parking lot at Frank Geri Sport Fields. Under terms of use specified by the State of Washington grant funding the City received to develop the sports fields, the village cannot continue to operate at this location. The City has been granted multiple extensions to

temporarily use the Geri Fields parking lot for the tiny home village and a final extension has been authorized until December 1, 2024.

- On April 8, 2024, Bellingham City Council approved the purchase of property located at 3300 Northwest Avenue to temporarily relocate Unity Village and Swift Haven with the longer-term goal of developing the property with permanent affordable housing in accordance with numerous City goals and policies.

I. FINDINGS OF FACT

1. On May 31, 2024, the applicant, HomesNOW, applied for a temporary shelter permit, **USE2024-0016**, to establish and operate a temporary tiny house encampment at 3300 Northwest Avenue (North Haven) (**Exhibit A & B**). HomesNOW also submitted a State Environmental Policy Act (SEPA) checklist, **SEP2024-0017 (Exhibit C)**.
2. The application materials include a site plan, including a request for reduced setbacks, a vicinity map, a written summary of the proposal that includes a mission statement, statement of intent, and description of how the proposal complies with the temporary shelter regulations, tiny house floor plans, an operations plan, a code of conduct, a transportation plan, photos of the site, and an organization chart of HomesNOW Board Members (**Exhibit A, B, and E**).
3. The applicant, HomesNOW, is a 501(c)(3) non-profit organization experienced in offering affordable, temporary housing options for the homeless in Bellingham and Whatcom County.
4. The Site is located within the Birchwood Neighborhood, Area 10, and is zoned Commercial with a Planned use qualifier.
5. The property is subject to an existing Planned Development Contract (PDC) (PC 93-09, Auditor's File No. 940428147). Section 2 of the PDC establishes permitted uses are those specified in BMC 20.38.050(C)(2) which has since been replaced by BMC 20.33.030 (Ordinance No. Ordinance 2018-06-011). Temporary homeless shelters are an allowed use in this area.
6. Pursuant to the regulations in Bellingham Municipal Code (BMC) 20.15, a Temporary Shelter Permit is required to establish and operate the proposed North Haven tiny house encampment.
7. BMC 20.08.020 defines temporary tiny house encampment as "a temporary homeless shelter for a group of people living in purpose-built tiny houses for people experiencing homelessness, as approved by the director, on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. Temporary tiny houses for the homeless are between 100 and 300 square feet and easily constructed and moved to various locations. They are not dwelling units and, as such, are not required to meet building codes." BMC 20.08.020 defines a dwelling unit as "a single unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, and sanitation." Temporary tiny homes do not have provisions for cooking or sanitation, they do not provide independent living facilities, and they are not intended to be permanent. Temporary tiny homes are not dwelling units, as defined in the municipal code. Accordingly, the residential density limit described in Section 3 of the PDC does not apply to temporary tiny houses.
8. The Site is approximately 35,494 square feet (sq. ft.) according to Whatcom County Assessor's Information and is located northeast of the Northwest Avenue and West Maplewood Avenue intersection. The Site is currently developed with a paved parking lot with access via a shared driveway with 3250 Northwest Avenue. Water, sewer, and storm mains are in the abutting Northwest Avenue right-of-way.
9. Neighboring properties are described as follows:

- a. Property West of the Site at 3250 Northwest Avenue is developed with a bank with drive through and is under the same planned commercial zoning designation and within the same PDC.
 - b. Property South of the Site at 3240 Northwest Avenue is developed with a methadone clinic and is under the same planned commercial zoning designation and within the same PDC.
 - c. Property North of the Site is developed with a design and construction firm with associated parking and is under the same planned commercial zoning designation.
 - d. Property East of the Site is developed with a golf course and is zoned high density residential multi-planned.
10. The Site is not located within a regulated critical area wetland nor wetland buffer. However, the Site is mapped as being within a coal mine hazard with severe potential for subsidence, i.e., a mine hazard area under BMC 16.55.420(D). The applicant submitted a report prepared by GeoEngineers, "Due Diligence Geotechnical Report", December 22, 2023, based on boring samples taken at the property that concludes that the mine depths on site do not pose significant risks to the proposed development of a tiny house encampment. Site development for the temporary tiny house encampment is limited to surficial disturbances related to utility trenching which will require a minor critical area permit review under the associated construction permits per BMC 16.55.080.
11. BMC 20.15.020(A) generally requires a 20' setback from property lines for tiny house encampments. However, the 20' setback may be reduced when adequate separation between uses is still achieved, as determined by the director. The applicant has requested a setback reduction to 5' along the south property line and 10' along the east property line (**Exhibit E**). Proposed strategies to ensure privacy and separation are maintained include:
- a. *Enhanced Landscaping: We will enhance the buffer with additional landscaping that provides visual privacy and noise reduction.*
 - b. *Strategic Placement of Communal Areas: We will locate communal areas such as gathering spaces and services in a way that maximizes distance from property lines, helping to mitigate any potential disturbances to neighboring properties.*
 - c. *Use of Fencing: A combination of privacy fencing and natural barriers will be used to maintain a secure and secluded environment for our residents, ensuring that the reduced setback does not compromise the privacy and security of both our residents and neighboring properties.*

The abutting property owners received notice of the application, including the request for a reduced setback. The Planning and Community Development Department (PCDD) received no objections to the request for reduced setbacks from either affected property owner (3240 Northwest Ave to the south and 3729 Meridian Street to the east).

12. The proposal is for temporary use and includes surficial site work for utility trenching and construction associated with the tiny houses and community facilities (modular trailer units that are not on permanent foundations but chasey trailers with tie-downs), consistent with an approved site plan (**Exhibit A**). No additional impervious surface is proposed. All existing on-site trees will be retained as a part of the project.
13. The Site is owned by the City of Bellingham. As the sponsor of the encampment, the City will execute a license agreement with HomesNOW for its use of the Site. A Draft License Agreement is included in **Exhibit D** and this license will be refined by the City (Landowner) and HomesNOW (Lessee) prior to its execution. As part of the License, the City and HomesNOW will establish an

- up-to-date Communication Protocol Worksheet for all routine and emergency repairs during regular business hours, as well as after hours, weekends, and holidays.
14. The City's practice when contracting with agencies for Temporary Shelter Services, (such as license agreements authoring use of City property) is to require that agencies enroll and participate in the Homeless Management Information System (HMIS) and facilitate client intake into the Coordinated Entry System through Opportunity Council. Additionally, this practice is already implemented and enforced through the Unity Village and Swift Haven Temporary Shelter permits.
 15. The applicant will provide safe and stable shelter for up to 52 people experiencing homelessness in up to 52 tiny houses.
 16. The applicant proposes to operate the North Haven encampment for two years while guests actively seek permanent housing. HomesNOW may request renewals under BMC 20.15.050(C), provided they comply with all conditions of this permit and the License Agreement. Considering that construction of the village still needs to occur, and the exact completion date is unknown at this time, the operational start date shall be the first day that a guest is authorized to stay overnight as determined by the Fire Marshal and Building Official and in accordance with the License Agreement.
 17. HomesNOW will provide a variety of services for Swift Haven guests, including overnight shelter, hygiene facilities, drinking water, cooking facilities, garbage services, and social and health services. If a guest has a case manager and/or advocacy support (CM), they will continue working with their CM. If a guest does not have a CM, HomesNOW will work with appropriate agencies to identify appropriate sources of support.
 18. There is a growing need for shelter in Bellingham and the great Whatcom County area. Data from Whatcom County's Point in Time Count Report shows the number of individuals experiencing homelessness has steadily increased since 2008. In 2023, there were 1,059 individuals experiencing homelessness in Whatcom County, representing a 27% annual increase since 2022. It is anticipated that the significant economic volatility precipitated by the pandemic will further increase the number of community members who are experiencing homelessness.
 19. To respond to the homelessness crisis affecting many jurisdictions, both the State Legislature and City Council have found that temporary tiny house encampments that provide shelter for individuals experiencing homelessness in Bellingham are in the public interest. The City has permitted several temporary encampments similar to that proposed through the subject application.
 20. Preserving the number of tiny homes operated by HomesNOW will prevent individuals currently living at Swift Haven and Unity Village from becoming homeless again following the closure of those villages.
 21. BMC 20.15.070(B) requires all childcare facilities within 600' of a proposed shelter be notified prior to application submittal. There are no licensed childcare facilities within 600' of the subject site; however, the applicant notified Birchwood Elementary (1,500' from site) and Shuksan Middle School (900' from site) as a courtesy on May 24, 2024. Notice described their intent to apply for a Temporary Shelter Permit in accordance with BMC 20.15.070(B). **(Exhibit F)**
 22. City staff have consulted representatives from Whatcom County Homeless Services, Whatcom County Health and Community Services, and the Bellingham Police Department regarding the proposal. All agencies were generally supportive of the proposal and did not recommend changes to the preliminary site layout **(Exhibit A)** or the applicant's operation plan **(Exhibit B)**.
 23. On June 7, 2024, the Planning and Community Development Department (PCDD) issued a Notice of Complete Application, Notice of Application, and Optional Determination of Non-Significance

(DNS) (**Exhibit G**). The notice included draft conditions to provide the applicant and public an opportunity to comment on their applicability and potential effectiveness. *(Note: final conditions are based on an assessment of comments received, additional analysis on issues raised, consultation with relevant City departments, and a detailed review of the record.)*

24. On June 7, 2024, the PCDD also mailed the required notices to property owners within 500 feet of the site, as well as to members of the Mayor's Neighborhood Advisory Commission and registered neighborhood associations from the Birchwood neighborhood. PCDD also provided notice to the Bellingham Herald, posted the notices on the City's website, and provided the notices to appropriate agencies for comment per SEPA requirements.
25. On June 6, 2024, the applicant mailed meeting invitations to property owners within 500 feet of the site, as well as to members of the Mayor's Neighborhood Advisory Commission and registered neighborhood associations from the Birchwood neighborhood. The meeting invitation provided links and instructions for a virtual informal meeting on June 13, 2024.
26. One public notice sign was posted at the Site on June 7, 2024.
27. The PCDD received public comments for 14 days, ending on June 21, 2024, at 5 p.m. The PCDD received timely comments and requests for Notice of Decision from two individuals, attached in **Exhibit H**. Additional comments that were received prior to receipt of the application are not included in **Exhibit H** or addressed in this decision.
28. On June 13, 2024, the applicant hosted an informational webinar, open to the public, to provide information about the proposal and answer questions. Five (5) members of the public as well as City staff, HomesNOW representatives, and existing village guests were in attendance (**Exhibit I**). Topics of discussion included parking, tree retention, and the duration of temporary shelters. Regarding parking, BMC 20.15 does not prescribe a required parking ratio for temporary shelters. The applicant explained that about 25% of the guests currently sheltering at Swift Haven and Unity Villages have a vehicle. The proposed North Haven site plan has six (6) on-site parking stalls, which is less than 25% of maximum potential guests, though as explained by the applicant, this quantity is sufficient for their operations. The applicant explained that North Haven guests would be informed to find legal on-street parking if parking was not available within the village boundaries. Regarding tree retention, City staff explained all on-site and nearby trees would be retained. North Haven is proposed on an existing paved parking lot and no trees are to be removed or impacted with the proposed site design. Minor utility trenching is needed but these areas are located away from existing trees and should not impact their root zones or health. Regarding shelter duration, attendees and the applicant suggested the City consider allowing temporary shelters to operate for more than five (5) years. One suggestion was to allow for more than three (3) one-year renewals so long as the shelter followed their permit and BMC 20.15 regulations. Staff acknowledged the suggestion and explained the process to amend the code if a change to duration was considered.
29. Public comments (**Exhibit H**) have been thoroughly reviewed by City staff. The following is a summary of the key issues contained in the public comments received and staff's analysis and responses:

A. Guest Screening and Identification. Commenters asked how prospective village guests will be identified and screened before entry.

As outlined in the submitted Operations Plan (**Exhibit B**) prospective guests are required to complete an online application form or an in-person application at the Whatcom Homeless

Service Center. HomesNOW conducts a standard background check, which includes a check for active warrants by the Bellingham Police Dept.

These screening requirements and vetting with BPD are reinforced by the temporary shelter regulations in BMC 20.15 and the conditions of permit approval outlined in **Section III**.

Visitors, volunteers, and guests of the village are required to sign in and out using their real names when they enter or leave the premises. HomesNOW reserves the right to ask any visitor or guest for their ID to confirm identity and, if necessary, perform a background check. If a guest or visitor refuses to provide ID or is otherwise uncooperative in verifying their identity, they can be asked to leave the premises.

As outlined in the Operations Plan and conditioned in **Section III**, “Walk-ins” or “self-referrals” are not allowed. Interested potential guests shall be referred to the Whatcom Homeless Service Center (WHSC) as well as the HomesNOW online application process.

B. Duration and Renewals. Commenters requested the permit only be approved for one year with no automatic renewals.

The applicant is requesting a permit for two years which is allowed by BMC 20.15. Extensions to temporary shelter permits are not automatic. If an extension is requested, the City would review the request as outlined in BMC 20.15.050(C). A request for an extension is Type I permit decision through which the City has discretion to modify or apply new permit conditions to control or mitigate impacts. Staff find the requested 2-year duration is compliant with BMC 20.15 and appropriate for the HomesNOW model which provides temporary and stable shelter for individuals seeking permanent housing through a peer-to-peer model. HomesNOW generally follows the housing first philosophy which recognizes that stable housing is a prerequisite for effective psychiatric and substance abuse treatment and for improving quality of life. Also, HomesNOW’s peer-to-peer model emphasizes one’s responsibility to themselves and their community. This model works best when there is a stable environment and trust can be built. A 2-year duration with opportunity for renewals, when the conditions of BMC 20.15.050(C) are met, is in alignment with codified temporary shelter regulations and is necessary for the specific operational needs of the managing agency.

C. Loitering. Commenters asked about loitering in the Birchwood Neighborhood and whether North Haven operations would mitigation or reduce this behavior.

The temporary shelter regulations and permit conditions (**Section III**) have been developed with the health and safety of not only the encampment guests in mind, but also the broader community, which includes all members of the public, especially surrounding residents and their families, public space users, and passersby in the area. Safety and security provisions as described in the responses below and as conditioned in this permit will help deter inappropriate or illegal activity and the perception of inappropriate or illegal activity. Additional opportunities exist outside the duties of HomesNOW or City staff to deter inappropriate or illegal activity. Increased visibility (“eyes on the street”) can reduce the perception of criminal behavior, as well as the behavior itself. HomesNOW board members, non-guest volunteers, site manager, guests, City

staff, and the broader community are instructed to contact the Bellingham Police Department (BPD) (911 in an emergency) if they witness inappropriate or illegal activity, both within and outside the temporary encampment.

It is important to acknowledge that HomesNOW and the proposed North Haven encampment are not accountable for all pre-existing real or perceived impacts associated with individuals experiencing homelessness in Bellingham. HomesNOW does not have authority over individuals outside the temporary encampment, or within the public right-of-way (e.g. the public sidewalk), except to prohibit access to the temporary encampment. As a means of limiting impacts from individuals who are not North Haven guests, resources, such as food, shelter, and social services, are intended for guests only and, in general, should not be provided to visitors. However, if a small number of visitors are present at the encampment while food is being offered, they may participate. Please also note that visitors are prohibited from staying overnight at North Haven.

Any illegal and disruptive behaviors observed at other illegal encampments throughout the City of Bellingham were not permitted by the City or the applicant. In general, the City has not observed any significant increase in criminal activities and calls for service associated with previously permitted, legal temporary tiny house encampments operated by HomesNOW.

D. Safety. Commentors expressed concerns related to safety and the proposed North Haven village.

The Bellingham Police Department has provided 911 call data for Unity Village, Swift Haven, and Gardnerview Village (**Exhibit J**). *(Note that call data includes an array of reported crises including welfare checks, missing persons, or general requests for law enforcement. Call data should not be extrapolated to assume all calls are for violent or criminal behavior).* Unity Village has had about 30 calls (from residents, staff, or community members) since it started operation in 2019 (averages 6 per year). Swift Haven has had about 63 calls since it started operation in 2020 (averages 15 per year). Gardnerview Village (which is not operated by HomesNOW and serves a medically fragile population with a different operations plan) has had about 169 calls since it started operation in Spring of 2021 (averages about 56 per year).

The data shows the combined villages operated by HomesNOW have had fewer 911 calls than Gardnerview Village. Staff attribute this difference to HomesNOW's peer-to-peer model, its experience managing tiny house encampments, and its rigorous screening process for admission which includes a background check, warrant check by BPD, and prohibits registered sex offenders from living at the village. Also, per the call data, most calls came from village residents or staff, not nearby community members which could indicate the following: 1) The guests and resident managers escalate issues to BPD as needed to maintain safety and order; and 2) Issues are largely contained within the villages and not effecting the surrounding community.

As required by this permit and executed over the last five years of Unity Village and Swift Haven operations, HomesNOW meets with planning staff and BPD staff on a bi-weekly basis. This coordination has resolved emergent issues and increased transparency between operator, permit regulator, and law enforcement.

Further, as conditioned by this permit, the Director may immediately close the encampment for Criminal conduct, or any series of events that the Chief of Police or Fire Chief deem to be a danger to the temporary tiny house encampment and/or surrounding community, including calls for service regarding assaults, disorderly behavior, or illegal substance use.

E. Proximity to Social Services. Commenters asked why the Northwest Avenue location was chosen and expressed concern that the site is not near social services.

The subject property, 3300 Northwest Avenue, is located on a bus line, is close to first responders (just south of Fire Station 5) and has good access to parks and trails. Since Unity Village and Swift Haven began operations in 2019 and 2020, it has become standard for case workers and the Homeless Outreach Team to see clients on-site at the village and assist with screening and connecting with social service resources.

F. Proximity to Schools. Commenters expressed concern about North Haven being located near schools.

BMC 20.15 requires proposed temporary shelters within 600' of a school to notify the school before applying for a permit. 3300 Northwest Ave is more than 600' from any school. The site is approximately 900' from Shuksan Middle School and 1,500' from Birchwood Elementary School. HomesNOW sent a courtesy notice to both schools (**Exhibit F**) before applying for the Temporary Shelter Permit. City staff have not received any comments or concerns from either school.

Concerns regarding potential adverse or unfair impacts on parks and schools are regularly raised when facilities for the unsheltered are proposed, and were raised during the permitting processes for the previous Winter Haven, Safe Haven, and Unity Village encampments (all located in different neighborhoods). However, during the time that these encampments have been operational, observed criminal activities and social maintenance issues on nearby parks, residences, businesses, or schools have been minimal.

Registered sex offenders and people who are required to register as a sex offender will be prohibited from the site. BPD officers will routinely patrol the temporary encampment and surrounding area. If inappropriate or illegal activity is witnessed in the encampment or surrounding neighborhood, BPD will be contacted. The conditions in this permit substantially reduce the risk that the temporary encampment will cause significant impacts to the public and those in the surrounding neighborhood. Should conditions herein not be met and/or circumstances change, the City reserves the right to terminate the permit and close the encampment.

E. Impacts on Residential Neighborhoods. Commentors expressed concern about North Haven being located near residential neighborhoods.

The subject site is in a commercially zoned area and abuts commercial uses. Though there are some homes located across Northwest Avenue from the site, these properties are commercially zoned, and some homes have been converted into commercial buildings. Staff believe any potential negative impacts to nearby residential areas can be mitigated by the conditions of this permit, the applicant's operations plan and resident handbook, the license agreement with the

City, and the provisions of BMC 20.15. In general, during the time Unity Village and Swift Haven encampments have been operational, observed criminal activities and social maintenance issues on nearby parks, residences, businesses, and schools have been minimal. If inappropriate or illegal activity is witnessed in the encampment or surrounding neighborhood, BPD will be contacted. The conditions in this permit substantially reduce the risk that the temporary encampment will cause significant impacts to the public and those in the surrounding neighborhood. Should conditions herein not be met and/or circumstances change, the City reserves the right to terminate the permit and close the encampment.

F. Setback Modification. One commentor (representing the north abutting property owner located at 3310 Northwest Avenue) expressed concern about the requested setback reductions and suggested enhanced landscaping to mitigate impacts.

The applicant is seeking a setback reduction to allow a 10' setback along the eastern property line (which abuts mature trees in the golf course) and a 5' setback along the southern property line (which abuts a landscape bed and surface parking) (**Exhibit E**). 6' tall chain link perimeter fencing is proposed around the entire site and vinyl slats are proposed in the fencing along the southern property line to mitigate the setback reduction and provide more privacy. There is no requested setback reduction from 3310 Northwest Avenue (northern neighbor). There is a 30' separation between the property line with 3310 Northwest Avenue and the proposed storage unit and more than a 50' separation to the nearest tiny house structure. There is no requested setback from 3250 Northwest Avenue (western neighbor). The closest tiny house is proposed about 28' from the property line with 3250 Northwest Avenue.

Per the applicant's modification request and justification, they propose enhanced landscaping to help with privacy and noise reduction. As conditioned herein, the applicant should install numerous potted plants between the tiny homes and perimeter fencing outside of required vehicular accesses, egress, and service areas. All plants should be maintained and watered. Dead or dying plants should be replaced.

G. Notification. Commentors asked if tenants in apartment buildings were notified of the project.

City code requires notification be mailed to property owners within 500' of a project site (BMC (BMC 21.10.200(D)(3)). Although mailed notification to tenants is not required by code, notice was provided the property owners of all apartment buildings located within the 500' radius. Notice was also sent to the mayor's neighborhood advisory commission representative and any neighborhood association registered with the planning and community development department for the neighborhood in which the project is proposed, for any neighborhood within 500 feet of the project site boundary, and the Bellingham Herald. Notice was also posted on the City's Current Planning Notices webpage and a public notice sign was installed on the project site.

30. All necessary materials to adequately review the application have been submitted and any items required to be submitted per BMC 20.15 that are not included in the application, can and have been supplemented by City information and records.
31. The City's SEPA Official issued a DNS for the proposal on June 28, 2024 (**Exhibit K**).

32. Any Finding of Fact that should be denominated a Conclusion of Law shall be deemed to be a Conclusion of Law.

II. CONCLUSIONS OF LAW

1. BMC 20.15 defines the process for establishing and operating temporary shelters, including temporary tiny house encampments.
2. BMC 20.15.070 details the information that must be submitted with the temporary shelter permit application. HomesNOW submitted all information required to review its application.
3. BMC 20.15.020 permits temporary tiny house encampments in all general use type areas. The temporary tiny house encampment use is an allowed use at the site.
4. The requirement that tiny house encampments not be located within an identified critical area under BMC 20.15.020(B) should be waived in accordance with BMC 20.15.080(D) based on findings and recommendations from the qualified professional as explained in **Exhibits L and M** that the proposed encampment can be safely located on the site. The site was previously developed with a surface parking lot despite its location in an identified mine hazard area, and the establishment of the proposed tiny home encampment will not increase the risk of subsidence or other significant adverse impacts.
5. Per BMC 20.15.020(A) and BMC 20.15.080(D), the requested setback reduction from 20' to 5' along the south property line and 10' along the east property line should be approved on the condition that the following treatments be implemented to provide privacy and separation for tiny house village guests and neighboring properties:
 - a. Perimeter fencing along the south and east property lines should be opaque. The southern fence should be comprised of 6' tall chain link fencing with vinyl slats. The eastern fence should be comprised of either 6' tall chain link fencing with vinyl slats or durable privacy fabric as approved by the Director. If fabric is used, it shall be maintained in an acceptable state and shall not include rips, tears or be in an unkept manner.
 - b. The applicant should install planters comprised of shrubby evergreen species, between the tiny homes and perimeter fencing outside of required vehicular access and service areas. All plants should be maintained and regularly watered. Dead or dying plants should be replaced.
6. To comply with the City of Bellingham Planning and Community Development Department's practice when contracting with agencies for services (such as license agreements authoring use of City property), this Temporary Shelter Permit, (all tiny house village operators and any others operating temporary housing for homeless individuals on City property) should be properly conditioned to ensure compliance with the following:
 - A. Establish and implement reporting through the state's (HMIS).
 - B. HomesNOW should collaborate with the Homeless Service Center (WHSC) pursuant to BMC 20.15.020(X) and facilitate their clients' screening for intake into the Housing Pool and WHSC Coordinated Entry (CE) for purposes of client eligibility for services, and for their eligibility for further housing stability in a permanent setting.
7. HomesNOW should negotiate a License Agreement with the property owner, the City of Bellingham, prior to establishing and operating the encampment.
8. As conditioned, the proposed use will not be materially detrimental to the public welfare or substantially injurious to properties or improvements in the vicinity of the proposed temporary encampment.
9. The proposed use meets the requirements of BMC 20.15.

10. The proposed use will be in keeping with the goals and policies of the Bellingham Comprehensive Plan. Policies of the Comprehensive Plan and the City's Consolidated Plan related to supporting the operation of facilities and services for people experiencing homelessness are relevant to the proposal. The public interest is achieved by allowing the operation of temporary encampments and providing services assisting individuals through homelessness.

The following policies from the 2016 Bellingham Comprehensive Plan support the provision of a temporary shelter in Bellingham:

- Policy H-49** *Support implementation of the Whatcom County Plan to End Homelessness.*
- Policy H-50** *Continue to encourage and support the development of emergency, transitional and permanent supportive housing with appropriate on-site services for people with special needs and the homeless throughout the City and county. Moving people into permanent housing as quickly as possible should be a priority.*
- Policy H-52** *Foster and support partnerships that have proven to be successful in reducing homelessness, preventing homelessness and assisting the chronically homeless with needed care.*

The City of Bellingham's 2024 Annual Action Plan (a component of the city's Consolidated Plan) also supports temporary shelters. One of the five listed goals and priorities is "Increase safety for vulnerable populations" by supporting "day and nighttime assistance for very vulnerable populations including through the provision of shelter, outreach, behavioral health, hygiene and service day centers. Improve climate resiliency and disaster preparedness."

11. As conditioned, adequate measures have been taken to minimize possible adverse impacts the temporary tiny house encampment may have on the area in which it is located. This decision acknowledges that not all impacts can be eliminated; however, the risk of significant impacts has been reduced to a temporary and acceptable level.
12. All permit conditions are consistent with RCW 19.27.042.
13. To respond to the homelessness crisis that is affecting many jurisdictions, including Bellingham, it is in the public's interest to allow a temporary tiny house encampment at 3300 Northwest Ave.
14. The proposed use will meet a vital need in the community by providing the services individuals facing homelessness require.
15. Any Conclusion of Law that should be denominated a Finding of Fact shall be deemed to be a Finding of Fact.

III. DECISION

Based upon a review of the record, including consideration of public comments received, and the Findings of Fact and Conclusions of Law, the Planning and Community Development Director, or designee, approves the temporary tiny house encampment at 3300 Northwest Avenue (USE2024-0016), for the project described herein and as indicated in the application materials with the following conditions:

1. The temporary shelter permit shall be issued for an initial two-year period, provided the conditions of approval are strictly followed. Subsequent renewals may be allowed per BMC 20.15.050(C), subject to certain criteria. The two-year period will begin once guests occupy the site for sleeping purposes.
2. The temporary encampment shall be limited to a maximum of 52 tiny houses accommodating 52 overnight guests of HomesNOW, plus two temporary structures for storage, a temporary structure for an office, six (6) on-site parking stalls, and amenities such as bathrooms, a shower trailer, two kitchen trailers, a laundry trailer, and garbage and recycling containers as identified in **Exhibit A**. The applicant may apply to allow additional tiny houses and guests (consistent with the provisions of BMC 20.15). However, in no case shall the site be expanded beyond its current boundaries without approval of a new or amended temporary shelter permit.
3. All on-site trees shall be retained and preserved as identified in **Exhibit A**. Tree protection fencing shall be installed around on-site trees prior to site construction or staging of materials and shall remain in place until North Haven is operational.
4. The requested setback reductions from 20' to 5' along the south property line and 10' along the east property line are approved with the following condition:
 - a. Perimeter fencing along the south and east property lines shall be opaque. The southern fence shall be comprised of 6' tall chain link fencing with vinyl slats. The eastern fence shall be comprised of either 6' tall chain link fencing with vinyl slats or durable privacy fabric as approved by the Director. If fabric is used, it shall be maintained in an acceptable state and shall not include rips, tears or be in an unkept manner.
 - b. The applicant shall install planters comprised of shrubby evergreen species, between the tiny homes and perimeter fencing outside of required vehicular accesses, egress, and service areas. All plants shall be maintained and regularly watered. Dead or dying plants shall be replaced.
5. The requirement that an encampment not be located within a critical area per BMC 20.15.020(B) is waived in accordance with BMC 20.15.080(D). The site is not located within an identified wetland or wetland buffer. Supporting materials provided by the applicant demonstrate that the proposed tiny house encampment on a developed surface parking lot will not substantially increase the risk of subsidence in the identified mine hazard area. Minor critical area permit review shall occur under the associated construction permits per BMC 16.55.080.
6. HomesNOW shall keep a log of names and dates of all guests staying at the encampment, and a current log shall be made available upon demand by any municipal or county law enforcement officer. This information shall be stored in a secure location on-site. HomesNOW shall immediately contact the BPD if someone is rejected or exited from the encampment when the reason for rejection or exiting is an active warrant or a match on an unregistered sex offender check, or if, in the opinion of the on-duty point of contact or on-duty security staff, the rejected or ejected person is a potential threat to the community.

7. HomesNOW shall comply with the requirements of BMC 20.15 and the conditions in this permit. The City will promptly investigate alleged violations of BMC 20.15 or these conditions. The Director may immediately close the encampment if HomesNOW fails to comply with the requirements of BMC 20.15 or these conditions including, for example:
 - a. Violation(s) of any conditions of approval (which cannot be immediately remedied by HomesNOW) that present a significant adverse risk to the health or safety of HomesNOW staff, board members, volunteers, guests, visitors, or the general public.
 - b. Failing to ensure that an on-site manager is present at all times, as required.
 - c. Failing to enforce the code of conduct or otherwise failing to control unacceptable behaviors occurring within the temporary tiny house encampment.
 - d. Obstructing City and County staff, including police officers, fire and emergency crews, and approved social service agency personnel (e.g. caseworkers, counselors, the Homeless Outreach Team (HOT), etc.) from having unrestricted access to the common areas of the site. HomesNOW may exclude or obstruct access to third parties or agencies that HomesNOW believes for good reason will/may be dangerous, unlawful or disruptive.
 - e. Refusing to provide encampment guest information to authorities when an imminent threat to health and safety of an individual or community is present.
 - f. Criminal conduct, or any series of events that the Chief of Police or Fire Chief deem to be a danger to the temporary tiny house encampment and/or surrounding community, including calls for service regarding assaults, disorderly behavior, or illegal substance use.
8. HomesNOW shall implement reporting through the state's Homeless Management Information System (HMIS).
9. HomesNOW shall collaborate with the Homeless Service Center (WHSC) pursuant to BMC 20.15.020(X) and facilitate their clients' screening for intake into the Housing Pool and WHSC Coordinated Entry (CE) for purposes of client eligibility for services, and for their eligibility for further housing stability in a permanent setting. Guests shall go to the Community Resource Center (CE) to be enrolled into CE. The Homeless Outreach Team (HOT) may assist with mobile CE screening for guests who are cognitively and/or physically impaired.
10. HomesNOW shall obtain signed Opportunity Council Release Form from North Haven guests and send to authorization with WHSC within one (1) month of entry for each new guest.
11. HomesNOW shall communicate with WHSC representatives to discuss CE screening and client needs on a quarterly basis.
12. HomesNOW shall submit to the City quarterly guest rosters with the following information on a form approved by the City:
 - a. Case management assignment.
 - b. Coordinated Entry screening/enrollment status.
 - c. Guest exits and rationale.
 - d. Guest entries.

13. HomesNOW shall facilitate guests' engagement and work with case managers and/or advocacy supports (CM). Guests who have a CM upon entering the village may continue working with their CM. If a guest does not have a CM, HomesNOW shall work with relevant local service providers to identify appropriate support services within two (2) weeks of the guest's entry into the village. CM assignment information shall be stored securely on-site and available to the City upon request.
14. HomesNOW shall ensure the presence of a site manager at all times. To ensure responsiveness to emergent on-site conditions that may pose a threat to health and safety, HomesNOW shall provide contact information (24-hour accessible phone contact) for any individual authorized by HomesNOW to serve as the site manager to the patrol operations commander for the Bellingham Police Department (BPD). The identity of the site manager(s) shall also be posted on-site daily.
15. HomesNOW shall not permit staff or guests to occupy the temporary encampment until the BPD has completed warrant, sex offender, and "officer safety" checks.
16. Registered sex offenders and individuals required to register as a sex offender are strictly prohibited from the Site. HomesNOW shall immediately contact the Bellingham police department upon learning that a current or prospective guest is a sex offender who has failed to register with local law enforcement, as required. HomesNOW shall provide notice to prospective guests that it will report any current or prospective guest who is an unregistered sex offender to BPD.
17. Should HomesNOW become aware of a current or prospective guest who has an active felony warrant, it shall immediately contact BPD in accordance with established protocol. HomesNOW shall provide notice to prospective guests that it will report any current or prospective guest known to have an active felony warrant to BPD.
18. "Walk-ins" or "self-referrals" are prohibited. Interested potential guests shall be referred to the Whatcom Homeless Service Center (WHSC) as well as the HomesNOW online application process.
19. Subject to these conditions, HomesNOW shall be solely responsible for screening and approving the guests who use the temporary tiny house encampment. HomesNOW shall comply with all applicable local, state, and federal laws regarding guest admission and exiting procedures.
20. HomesNOW shall maintain a log, in a secure location, with the full name and date of birth for each guest. HomesNOW shall provide an individual's information to the BPD upon request for warrants, sex offenders, and repeated incidences of violence that have earned an individual "officer safety" classification with the BPD, when an imminent threat to health and safety exists. HomesNOW shall not obstruct the arrest of guests or service of any warrant, when such action is required by the BPD.
21. HomesNOW staff members, volunteers, guests, and visitors shall be required to comply with the HomesNOW North Haven Code of Conduct that includes, at a minimum, a prohibition on the on-site use or sale of alcohol or illegal drugs and threatening or unsafe behavior.

22. HomesNOW board members, non-guest volunteers and/or staff members who are providing on-site supervision, as well as guests, shall provide written acknowledgment that they have reviewed and accept the rules and requirements contained within the code of conduct before they are permitted into the temporary tiny house encampment. Copies of each signed acknowledgment shall be retained by HomesNOW and provided to the City upon request.
23. HomesNOW Board Members and all North Haven guests shall be required to sign an acknowledgment that they are aware of the term of this Permit and associated License Agreement and agree to leave the site on or before the Expiration Date of this Permit or the terminated License Agreement. Copies of each signed acknowledgment shall be retained by HomesNOW and provided to the City upon request.
24. HomesNOW board members, non-guest volunteers and/or staff members who are providing on-site supervision, as well as guests, shall sign and submit to the City of Bellingham, a Liability Release Form acknowledging that the City of Bellingham, its agents, and employees, is not responsible for any accident, injury, or related cost of accident or injury, occurring within the encampment.
25. No fewer than one HomesNOW board member, staff member, City-approved guest, or non-guest volunteer serving in a board member capacity (providing on-site supervision) shall be physically present at the temporary encampment at all times for the duration of this permit. The board member, staff member, City-approved guest, or non-guest volunteer shall serve as site manager and supervise the operation of the encampment. The site manager is the primary point of contact for public safety and emergency services at the encampment and shall address day-to-day operational and behavioral issues as they arise.
26. Current and complete listings of all board members, staff members, City-approved guest managers, and non-guest volunteers who will serve as a site manager shall be submitted to the City. HomesNOW may add site managers, as long as contact information is provided to the City.
27. HomesNOW shall ensure that site managers are made aware of their duties and responsibility to call 911 in an emergency. If determined necessary by HomesNOW or the Bellingham Police Department, site managers shall receive de-escalation training from BPD within three (3) months of permit issuance.
28. Changes or updates to the Organization & Management Structure Chart for North Haven shall be forwarded to the City.
29. North Haven guests may invite visitors to enter the encampment, if consistent with a visitor policy approved by the PCDD. In no case shall more than one visitor of a guest be admitted at one time. Visitors shall stay with their guests for the duration of the visit. Visitors shall not be allowed to stay overnight.
30. No children under the age of 18 are allowed to stay overnight in a temporary tiny house encampment, unless accompanied by a parent or guardian, or unless the temporary tiny house encampment is licensed to provide services to this population. If a child under the age of 18 without a parent or guardian present attempts to stay in a temporary tiny house encampment

not specifically licensed for providing shelter to youth, HomesNOW shall immediately contact Child Protective Services and actively endeavor to find alternative shelter for the child.

31. Parking for North Haven staff, on-site supervisors, board members guests, and visitors shall occur in the designated parking area identified on the site plan within the fenced boundaries of the Site Premises. Non-private public parking areas may also be used as necessary and in accordance with the Bellingham Municipal Code.
32. All functions and activities associated with the temporary tiny house encampment, including adequate waiting or congregating space, shall take place on site.
33. HomesNOW shall maintain and publish a list of acceptable donation items on their website. Items that are attempted to be donated and do not match the published criteria shall be rejected. All accepted donations shall be stored within the designated storage containers and shall be used by North Haven residents. Donated items shall not be used nor stored for any other purpose than to serve the immediate needs of North Haven guests.
34. Public health guidelines on food donations, preparation, handling, and storage, including proper temperature control, shall be followed consistent with the Whatcom County Health Department's requirements.
35. HomesNOW shall meet with PCDD and BPD staff twice a month, or as deemed necessary, to address emergent issues and develop adaptive responses.
36. In accordance with BMC 10.24.120, loud, amplified music shall be prohibited in the temporary tiny house encampment. Any condition or activity that would constitute a public noise disturbance is prohibited for the duration of the encampment.
37. Security measures shall be provided, including limited site lighting that is directed downward and shielded from off-site glare, fencing, and controlled access to the site. If desired, HomesNOW may provide video surveillance equipment. In the event that it does so, the video surveillance system must be directed toward the encampment only, not on adjacent properties. Additional security measures may be identified by the City or HomesNOW during the operation of the temporary encampment. These measures shall be implemented by HomesNOW after reaching agreement with the City on the nature of such measures needed to increase individual and public safety on site, as well as on surrounding properties. In the event the City has already installed an identified measure for its own purposes as a property owner, HomesNOW may be excused from implementing such measure.
38. For the purposes of the permit, "tiny houses" shall be less than 120 square feet in size.
39. Guests' personal belongings shall be contained within the tiny homes or one of the designated on-site storage units. Storage of belongings outside of tiny homes (including porches) shall be prohibited except for one bicycle and/or landscaping or decorative items, provided they do not obstruct entry/egress into or between tiny homes.

40. HomesNOW staff, board members, or resident managers shall conduct weekly inspections of all tiny houses to ensure compliance with conditions of this permit, BMC 20.15, the North Haven Operations Plan, the North Haven Policies and Procedures Handbook, and ensure egress into tiny homes is not obstructed.
41. Each tiny house shall be limited to no more than two guests at one time in keeping with, and limited by, the other occupancy provisions of this permit.
42. On-site construction or deliveries shall be limited to between the hours of 8 a.m.- 7 p.m.
43. Resources provided by HomesNOW at this location, including, but not limited to, food, shelter, and social services are intended for guests of the encampment only and, in general, shall not be provided to people who have not been admitted as a guest. However, if a small number of visitors are present at the encampment while food is being offered, they may participate.
44. The temporary tiny house encampment site shall provide facilities for dealing with trash and shall be kept clean and free from trash. Regular trash service shall be provided to the site by Sanitary Services Company.
45. All individuals and shelter operations shall adhere to up-to-date Whatcom County Health Department and State of Washington guidance related to infectious diseases, especially as it pertains to people experiencing unsheltered homelessness. Up-to-date guidance and information shall be posted in a visible location on site at all times.
46. HomesNOW's board members, staff, volunteers, guests, or visitors shall not prevent or obstruct City and County staff, including police officers, fire and emergency crews, and approved social service agency personnel (i.e. caseworkers, counselors, the Homeless Outreach Team (HOT), etc.) from having unrestricted access to common areas of the site. If legal cause exists to access additional areas by City officials, including police officers, such access shall not be restricted.
47. HomesNOW shall cooperate with the BPD for the purposes of ensuring safety, security, and compliance with permit conditions and applicable laws.
48. HomesNOW shall comply with the site plan as submitted, unless modified by conditions imposed by the associated License Agreement with the City, or by the temporary shelter permit decision.
49. A fully executed written license agreement granting HomesNOW the legal right to use City property shall be required prior to HomesNOW using the site for any staging, setup, construction, or occupancy of the temporary tiny house encampment. The license agreement shall be maintained in full force and effect for the duration of the temporary encampment. The agreement will contain terms and conditions, in addition to the conditions imposed as part of the permit. As part of the License, the City and HomesNOW shall establish an up-to-date Communication Protocol Worksheet for all routine and emergency repairs during regular business hours, as well as after hours, weekends, and holidays.
50. Fire safety and indoor safety measures for tiny homes shall be an ongoing requirement. HomesNOW shall immediately cease operation of the temporary encampment should the City's

Building Official and/or Fire Marshal and/or Whatcom County Health Department determine that circumstances associated with the issued permits have changed (and are irremediable) and that there is a threat to human life, health and safety. Quarterly site inspections shall be scheduled with the City's Fire Marshal, Building Official, and Public Works Facilities staff.

51. HomesNOW is responsible for ensuring that each tiny house includes the following safety measures and that the occupants of each tiny house are aware of these measures and agree to follow them:
 - a. A working battery-powered smoke and carbon monoxide alarm;
 - b. Two openings to allow escape of smoke. Openings must be within 12 inches of the top of the wall and on two opposing walls. Such openings must be a minimum of 12 square inches, with the smallest dimension of one inch. Openings must be screened to keep insects out. Screen openings must be 1/8 inch to 1/4 inch;
 - c. No locks or latches that might inhibit an emergency escape from within the unit. A single cylinder deadbolt lock or lever-handled door latch is permitted, as long as it does not require the use of a tool or key to lock or unlock it from inside the unit;
 - d. The only type of heating devices allowed are portable oil-filled heaters or 120-volt electric heater installed/used per manufacturer's instructions and approved by the City's Building Official;
 - e. No fuel gas appliances or equipment;
 - f. No microwaves, stoves, hot plates or other cooking devices;
 - g. No smoking, lighted candles or other type of flames;
 - h. No unauthorized building additions or modification that create a building or life safety issue;
 - i. In the event tiny homes need to be replaced and/or constructed, a plan shall first be presented for approval to the City's Building Official and Fire Marshal prior to construction; and,
 - j. All electrical within proposed tiny houses shall be surfaced mounted and not concealed within construction for inspection.

52. The following fire/life safety conditions shall be met prior to occupancy of each tiny house and shall be on an ongoing obligation for compliance:
 - a. All tiny home safety measures enumerated in the condition above.
 - b. If a barbeque grill is proposed, said grill shall remain in the open air at all times and have a 12-foot separation from any Tiny Home or other structure. Corrugated metal or similar material shall be installed behind the grill lid to ensure lid of grill is not against combustible framing. Propane tanks must be secured.
 - c. The use of microwaves, stoves, hot plates, or other cooking devices within Tiny Homes shall be prohibited.
 - d. Occupant loads shall be posted on all communal structures (kitchens, laundry, shower, and office).
 - e. Building permits shall be obtained for the installation of communal structures (kitchens, laundry, shower, and office).
 - f. Utility and electrical permits shall be obtained for water, sewer, and electrical service to the site.

- g. No open flames or recreational fires shall be allowed in the encampment (with exception of the outdoor grill, which may be used for cooking only).
 - h. UL-listed propane patio heaters shall not be used in an enclosed space.
 - i. Each Tiny Home shall include permanently affixed, minimum 4" high "address" number(s) provided by the City and mounted on the front of the tiny house (not the front door). The numbers must be mounted in the same location on each Tiny Home.
 - j. A wayfinding map shall be submitted for review and approval by the City's Fire Marshal. Said map shall be installed at the entrance of the village in a prominent location.
 - k. A first aid kit large enough to serve the maximum population of North Haven shall be kept on-site.
 - l. Exterior modifications and/or building additions to tiny homes and communal structures shall be prohibited unless approved by the Building Official and Fire Marshal.
 - m. One kitchen trailer, the laundry trailer, the shower trailer, and three (3) tiny home units shall be ADA accessible.
53. HomesNOW shall comply with the emergency plan for severe heat and cold weather events as outlined in the North Haven Operations Plan.
54. In the event the City closes the temporary tiny house encampment for cause, HomesNOW guests shall be provided no less than 24 hours' notice to vacate the Site. Every effort shall be made by the City to connect guests with social service agencies to find alternate shelter or housing; however, neither the City nor HomesNOW can guarantee alternate shelter or housing.
55. HomesNOW shall provide notice of closure of the temporary shelter no less than 14 days prior to the scheduled end date of the temporary shelter permit. Every effort shall be made by the City to connect HomesNOW guests with social service agencies to find alternate shelter or housing; however, neither the City nor HomesNOW can guarantee alternate shelter or housing.
56. Upon vacation of the encampment site, all temporary structures and debris shall be removed from the site and the site shall be restored to its original condition within one calendar week by HomesNOW.
57. The City has the right to amend the temporary shelter permit, as long as the amendments are in keeping with the scope, purpose and intent of the original permit and comply with BMC 20.15.
58. A copy of this permit shall be posted in a conspicuous place on site and made available to HomesNOW board members, staff, guests, volunteers, and visitors upon request.
59. Should conditions imposed herein not be met and/or circumstances change, the Planning and Community Development Director or designee reserves the right to close the temporary tiny house encampment or add new permit conditions necessary to protect the public health and safety.
60. There are no third-party beneficiaries to this permit. Unless noted in these conditions as a HomesNOW responsibility, the City has sole responsibility for enforcing these permit conditions.

IV. AMENDMENT

Consistent with BMC 20.15.020, BMC 20.15.040, and BMC 21.10.110, amendments to this permit may be requested by the applicant or owner and approved by the PCDD in writing, provided such amendments do not substantially change or alter major elements of the project.

V. APPEAL

Any party aggrieved by this Type II decision may file an appeal, pursuant to BMC 21.10.250, at the City of Bellingham Permit Center at City Hall (210 Lottie Street) within 14 days of this decision date. The appeal forms and associated appeal fee are available at the Permit Center or online at: <https://www.cob.org/services/permits>. Please note, an appeal will not be accepted or considered filed until the required forms are submitted and the fees are paid by 5pm by the timeline specified above.

Any property owner who believes he/she is affected by this decision may request a change in valuation for property tax purposes, notwithstanding any program of revaluation, through the Whatcom County Assessor's office.

Reviewed By:



Sara Ullman
Planner II, Planning and Community Development

Approved By:



Kurt Nabbefeld
Development Services Manager