

CITY OF LYNDEN

PLANNING DEPARTMENT

Heidi Gudde – Planning Director

(360) 354-5532



Community Development Committee Meeting Agenda

City Hall - 300 Fourth Street

4:00 PM January 10, 2024

Roll Call

Introductions if guests are present.

Approval of Minutes

- [1.](#) CDC Meeting Minutes of 12/5/23

Discussion Items

2. Selection of a 2024 Committee Chair
- [3.](#) Unified Fee Schedule and Bldg Valuation Data– Community Development
4. Pepin Sub-Area Transportation Network
- [5.](#) Update to the Sign Code – LMC 19.33
- [6.](#) Update to the Civil Penalties Code – LMC 1-3, 5, 8-10, 12, 13, 15-19. (Ord 23-1680)

Informational Items

- [7.](#) Comprehensive Planning – Grant Contracts with the Dept of Commerce

Next Meeting: February 21, 2014

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	January 10, 2024
<u>Name of Agenda Item:</u>	CDC Meeting Minutes of 12/5/23
<u>Section of Agenda:</u>	Approval of Minutes
<u>Department:</u>	Community Development Department
<u>Attachments:</u>	
CDC Meeting Minutes of 12/5/23	
<u>Summary Statement:</u>	
CDC Meeting Minutes attached for committee review.	
<u>Recommended Action:</u>	
Review and correct as needed.	

CITY OF LYNDEN

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

Heidi Gudde, Director
(360) 354 - 5532



COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

4:00 PM December 5, 2023
2nd Floor Conference Room, City Hall

1. ROLL CALL

Council Members: Gary Bode, Brent Lenssen, Scott Korthuis

Future Council Members: Gary Vis

Staff: Anthony Burrows, Heidi Gudde, John Williams, Dave Timmer

Guests: none

2. APPROVAL OF MINUTES

Community Development Committee Meeting Minutes of 10/18/23 approved as presented.

3. DISCUSSION ITEMS

Unified Fee Schedule Review. Anthony Burrow, the City's Finance Director, joined the meeting to give an overview of

Most fee are proposed to increase 20%. This was discussed in light of the fact that the Consumer Price Index has increased 23-24% since 2018. The Committee expressed interest bumping this increase to 25% to carry us through 2024.

The fees for the Community Development Dept were included in the meeting package and Anthony distributed the fees from the other departments as well. He noted that some additional fees need to be added from the Public Works Department.

Vis noted that as we consider year to year increases we should consider carefully the field fees for Bender Park as non-profits need to cover these costs. Review of ambulance fees is also warranted as these expenses are high.

Gudde called attention to the HBD Commercial Parking – Payment in lieu of on-site parking. The rate is proposed to increase from \$2350 to \$8900 based on the market rate.

Conclusions: Committee concluded that the a 25% increase for the building and planning fees rather than 20% and have these documents in time for the PW Committee on December 6.

LMC Text Amendment - Special Events – Feedback from Council after memo. Dave Timmer recapped the process we have been working on for the Special Events amendment.

Fees structure needed by resolution after the code has been amended. The fee rates are not included in code. The code will indicate which tier of special event require a fee. Currently the code proposal is written to include no fee for a Tier 1 event but does assume that Tier 2 will include a fee and insurance.

Conclusions: Combine Tier 1 and 2 events as the type of events so that there are fewer tiers. Events at the Fairgrounds or the Rotary Building – or other facilities constructed for special events do not need to get a special event permit.

LMC Text Amendment - Civil Penalties Code Update – This code amendment is meant to address code violations that the code currently classifies as misdemeanors rather than civil penalties. The current code also give staff authority to levy fines but does not give direction the rate of fees other than “up to \$5000 per day”. The new code gives a structure listed as C-1 through C-9 offenses. This code amendment was introduced at the Nov 20th Council Meeting.

Slated to go before the Council on January 2nd.

2024 Goals and Initiatives. The Planning Division was going to be working on a Comprehensive Plan update and the Building Division will be implementing a new software update to accept permits via an online portal.

Commercial and Multi-Family Design Standards – talked about the upcoming dissolution of the Design Review Board as required by the State in ESHB 1293.

4. **INFORMATIONAL ITEMS**

Pepin Creek Sub-Area status update.

- Pending annexations in the sub-area.
- Transportation Planning and the work currently being done by Transpo to create a cohesive network within the sub-area.

Next Meeting Date: December 20, 2023

CITY OF LYNDEN

EXECUTIVE SUMMARY



<u>Meeting Date:</u>	January 10, 2024
<u>Name of Agenda Item:</u>	Unified Fee Schedule and Bldg Valuation Data– Community Development
<u>Section of Agenda:</u>	Discussion
<u>Department:</u>	Community Development Department
<u>Attachments:</u>	
Unified Fee Schedule, Proposed Building Valuation Data Table as Res 24-1088, Fee Comparison Example	
<u>Summary Statement:</u>	
<p>The Finance Department has been collecting the city's fee information into one document so they can be reviewed within a single schedule. As part of this effort the Community Development Department has gathered building permit and land use application fees. The Community Development Committee discussed these fee increases at the December meeting concluding that the flat fees associated with permits would be increased by 25%. The resulting increase was presented to full council within a unified fee schedule at the January 2 meeting. This schedule is slated to return on January 16th for a final decision.</p> <p>Also on the agenda for the January 16th meeting is Res 24-1088 representing an update to the city's Building Valuation Data (BVD) table. The table is used to establish a minimum value associated with construction projects. This is important because the largest fee assessed for a building services is the building permit fee which is based on the value of the project. Generally, the more costly a project is, the more staff time will be needed to review the project. Most permits submitted to the city include values which are higher than those of the proposed BVD table – in which case the higher value is used to calculate the building permit fee. However, the table is a useful tool to ensure that no valuation drops below the city's adopted standard for the purposes of calculating permit fees.</p> <p>The BVD table is based on information released by the International Code Council (ICC) representing the national average for construction costs. The city is currently using a BVD table released by the ICC in 2016. Staff is proposing this table be updated to the data released in August of 2021.</p> <p>An example of the impact the fee increase will have on a 2000 sf single-family home has been included with this item.</p>	
<u>Recommended Action:</u>	
Review and provide feedback in preparation for the January 16 th hearing on the BVD table and the decision on the Unified Fee Schedule.	

	Department	Fee Name	Fee Description	Current Fee	Proposed Fee 2024	Notes:
1	Community Dev - Building	Building permit	New residential construction.	Contact Comm Dev Department	Contact Comm Dev Department	To be revised by separate resolution.
2	Community Dev - Building	Building permit	New commercial or industrial construction.	Contact Comm Dev Department	Contact Comm Dev Department	To be revised by separate resolution.
3	Community Dev - Building	Building permit	Plan Check Fee/Building plan review	65% of permit fee	65% of permit fee	
4	Community Dev - Building	Building permit	State building code fee (BCF) on residential permits.	\$6.50 + \$2.00/additional unit	\$6.50 + \$2.00/additional unit	Set by RCW 19.27.085
	Community Dev - Building	Building permit	State building code fee (BCF) on residential commercial permits.	\$25.00 + \$2.00/additional unit if mixed occupancy	\$25.00 + \$2.00/additional unit if mixed occupancy	Set by RCW 19.27.086
5	Community Dev - Building	Building permit	Mobile home -single wide placement fee. Permit fees would also include those associated with any addition exterior structural construction.	\$150.00	\$ 188.00	25% fee increase of 2018 rates
6	Community Dev - Building	Building permit	Mobile home -double wide placement fee. Permit fees would also include those associated with any addition exterior structural construction.	\$200.00	\$ 250.00	25% fee increase of 2018 rates
7	Community Dev - Building	Building permit	Mobile home - triple wide placement fee. Permit fees would also include those associated with any addition exterior structural construction.	\$250.00	\$ 313.00	25% fee increase of 2018 rates
8	Community Dev - Building	Building permit	Solar Panel	\$120.00 + BCF	\$150.00 + BCF	25% fee increase of 2018 rates
9	Community Dev - Building	Building permit	Demolition	\$50.00	\$ 63.00	25% fee increase of 2018 rates
10	Community Dev - Building	Building permit	Residential Re-roof	\$114.00	deleted	City has not been requiring permits for re-roofs.
11	Community Dev - Building	Building permit	Commercial Re-roof	Fee based on valuation	deleted	City has not been requiring permits for re-roofs. Mechanical permit may be
12	Community Dev - Building	Building permit	Fence Permit	\$25.00	\$ 31.00	25% fee increase of 2018 rates
13	Community Dev - Building	Building permit	Temporary Structures	Fee based on valuation of set up costs	Fee based on valuation of set up costs	
14	Community Dev - Building	Building permit	Signs	Based on Construction Cost	Based on Construction Cost	
15	Community Dev - Building	Building permit	Short Term Rental Inspection or Community Residential Facility Inspection	\$25.00	\$50 per bed/occupant	
16	Community Dev - Building	Inspection and Fees	Building plan review and Inspection Services - Pass thru option	Consultant cost +10%	Consultant cost +10%	
17	Community Dev - Building	Inspection and Fees	Outside consultants and/or inspections	Admin+Overhead costs	Admin+Overhead costs	
18	Community Dev - Building	Inspection and Fees (Hourly Charge)	Outside of normal business hours (minmum one-hour charge)	\$75.00	\$ 94.00	25% fee increase of 2018 rates
19	Community Dev - Building	Inspection and Fees (Hourly Charge)	Re-Inspection fees	\$60.00	\$ 75.00	25% fee increase of 2018 rates
20	Community Dev - Building	Inspection and Fees (Hourly Charge)	Inspections for which no fee is specifically indicated	\$60.00	\$ 75.00	25% fee increase of 2018 rates
21	Community Dev - Building	Inspection and Fees (Hourly Charge)	Additional plan reviw required by changes, additions or revisions to plans	\$60.00	\$ 75.00	25% fee increase of 2018 rates
22	Community Dev - Building	Inspection and Fees (Hourly Charge)	For use of outside consultants for plan checking and inspections*	Actual cost including administrative and overhead costs.	Actual cost including administrative and overhead costs.	
23	Community Dev - Building	Inspection and Fees (Hourly Charge)– Building permit	Improvments to existings structures	Fee based on owners construction cost	Fee based on owners construction c	This was in the wrong section. It's a bulding permit fee and not an inspection fee.
24	Community Dev - Building	Mechanical Inspection/Permit Fees	A/C Air/Handling Units HP	\$11.00	\$ 13.75	25% fee increase of 2018 rates
25	Community Dev - Building	Mechanical Inspection/Permit Fees	Water Heater-Gas (Electric water heaters - see Plumbing	\$15.00	\$ 18.75	25% fee increase of 2018 rates
26	Community Dev - Building	Mechanical Inspection/Permit Fees	Gas Fireplace, Clothes Dryer, Heat Pump, Unit Heater	\$15.00	\$ 18.75	25% fee increase of 2018 rates
27	Community Dev - Building	Mechanical Inspection/Permit Fees	Range Hood/Exhaust Fans	\$11.00	\$ 13.75	25% fee increase of 2018 rates
28	Community Dev - Building	Mechanical Inspection/Permit Fees	Furance <100,000 BTU (Including Ducts and Vents)	\$15.00	\$ 18.75	25% fee increase of 2018 rates
29	Community Dev - Building	Mechanical Inspection/Permit Fees	Furance >100,000 BTU	\$19.00	\$ 23.75	25% fee increase of 2018 rates
30	Community Dev - Building	Mechanical Inspection/Permit Fees	Ventilation Fan	\$8.00	\$ 10.00	25% fee increase of 2018 rates
31	Community Dev - Building	Mechanical Inspection/Permit Fees	Incinerator - Commercial/Industrial	\$15.00	\$ 18.75	25% fee increase of 2018 rates
32	Community Dev - Building	Mechanical Inspection/Permit Fees	Boiler or Compressor	\$15.00	\$ 18.75	25% fee increase of 2018 rates
33	Community Dev - Building	Mechanical Inspection/Permit Fees	For each gas-piping system of one to four outlets	\$10.00	\$ 12.50	25% fee increase of 2018 rates
34	Community Dev - Building	Mechanical Inspection/Permit Fees	For each gas-piping system of one to four outlets - per outlet	\$2.00	\$ 2.50	25% fee increase of 2018 rates
35	Community Dev - Building	Mechanical Inspection/Permit Fees	Miscellaneous Fixtures (regulated by the IMC but not listed above)	\$15.00	\$ 18.75	25% fee increase of 2018 rates
36	Community Dev - Building	Mechanical Inspection/Permit Fees				

37	Community Dev - Building	Mechanical Inspection/Permit Fees	Base permit fee (+ fixture fee)	\$30.00	\$	37.50	25% fee increase of 2018 rates
38	Community Dev - Building	Mechanical Inspection/Permit Fees	Gas water heater	\$15.00	\$	18.75	25% fee increase of 2018 rates
39	Community Dev - Building	Mechanical Inspection/Permit Fees	Evaporate Coolers				
40	Community Dev - Building	Mechanical Inspection/Permit Fees	Gas fireplace, heat pump, dryer, heater	\$15.00	\$	18.75	25% fee increase of 2018 rates
41	Community Dev - Building	Mechanical Inspection/Permit Fees	Suspended heater, recessed wall heater, floor mounted unit	\$15.00	\$	18.75	25% fee increase of 2018 rates
42	Community Dev - Building	Mechanical Inspection/Permit Fees	Incinerator - Residential				
43	Community Dev - Building	Mechanical Inspection/Permit Fees	Appliance Vents	\$8.00	\$	10.00	25% fee increase of 2018 rates
44	Community Dev - Building	Mechanical Inspection/Permit Fees	Gas-piping system (1-4 outlets)	\$10.00/outlet	\$12.50/outlet		25% fee increase of 2018 rates
45	Community Dev - Building	Mechanical Inspection/Permit Fees	Gas-piping system (4+ outlets)	\$2.00/outlet	\$2.50/outlet		25% fee increase of 2018 rates
46	Community Dev - Building	Mechanical Inspection/Permit Fees	Repairs and Additions				
47	Community Dev - Building	Mechanical Inspection/Permit Fees	Miscellaneous fixtures	\$15.00	\$	18.75	25% fee increase of 2018 rates
48	Community Dev - Building	Plan Check Fees	Plan Check Fees	65% of permit fee - in addt.to permit fees - all construction			
49	Community Dev - Building	Plan Check Fees	An estimated plan review fee paid at time of permit app. For construction valuations over \$5000, base on estimated valuation.				
50	Community Dev - Building	Plan Check Fees	Single Family Homes all pay an estimated plan review fee of \$400 at time off application.	\$400	\$	500.00	25% fee increase of 2018 rates
	Community Dev - Building	Plan Check Fees	State Bulding Code Fee -BCF (RCW 19.27.085)	\$6.50 for each residential building permit plus \$2.00 for each additional residential unit, if mixed use occupancy	\$8.00 for each residential building permit plus \$2.50 for each additional residential unit, if mixed use occupancy.		
51	Community Dev - Building	Plan Check Fees	State Bulding Code Fee -BCF (RCW 19.27.085)	\$25.00 for each commercial building permit plus \$2.00 for each additional reidential until if mixed use occupancy.	\$31.00 for each commercial building permit plus \$2.50 for each additional residential unit, if mixed use occupancy.		
52							
53	Community Dev - Building	Plumbing Inspection/Permit Fees	Base Fee	\$30	\$	37.50	25% fee increase of 2018 rates
	Community Dev - Building	Plumbing Inspection/Permit Fees	Per Fixture: Bathtub, Bath sinks, Shower, Kitchen sink, Dishwasher, Clothes, Toliet, Urinal, Drinking Fountain, Drain or Floor Drain, Hot tub, Laundry Sink, Bar/Service sink, Electric Water Heater	\$7	\$	8.75	25% fee increase of 2018 rates
54							
55	Community Dev - Building	Plumbing Inspection/Permit Fees	Backflow Protective Device	\$10	\$	12.50	25% fee increase of 2018 rates
56	Community Dev - Building	Plumbing Inspection/Permit Fees	Roof Drains - Commercial/Industrial	\$7	\$	8.75	25% fee increase of 2018 rates
57	Community Dev - Building	Plumbing Inspection/Permit Fees	Vacuum Breakers	\$5	\$	6.25	25% fee increase of 2018 rates
58	Community Dev - Building	Plumbing Inspection/Permit Fees	Grease Traps	\$15	\$	18.75	25% fee increase of 2018 rates
59	Community Dev - Building	Plumbing Inspection/Permit Fees	Medical Gas Piping	\$50	\$	62.50	25% fee increase of 2018 rates
60	Community Dev - Building	Plumbing Inspection/Permit Fees	Miscellaneous Fixtures (regulated by the IPC but not listed above)	\$7	\$	8.75	25% fee increase of 2018 rates
61	Community Dev - Building	Plumbing Inspection/Permit Fees	Electric Water Heater	\$7	\$	8.75	25% fee increase of 2018 rates
62	Community Dev - Building	Plumbing Inspection/Permit Fees	Sprinkler System	\$10.00	\$	12.50	25% fee increase of 2018 rates
63	Community Dev - Building	Plumbing Inspection/Permit Fees	Installation/alteration/repair	\$0.00			
64	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Backflow	\$10	\$	12.50	25% fee increase of 2018 rates
65	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Bath Sink	\$7	\$	8.75	25% fee increase of 2018 rates
66	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Bathtubs	\$7	\$	8.75	25% fee increase of 2018 rates
67	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Clothes Washer	\$7	\$	8.75	25% fee increase of 2018 rates
68	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Dishwasher	\$7	\$	8.75	25% fee increase of 2018 rates
69	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Drain	\$7	\$	8.75	25% fee increase of 2018 rates
70	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Drinking Fountain	\$7	\$	8.75	25% fee increase of 2018 rates
71	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Floor Drain	\$7	\$	8.75	25% fee increase of 2018 rates
72	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Grease Trap	\$15	\$	18.75	25% fee increase of 2018 rates
73	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Hot Tub	\$7	\$	8.75	25% fee increase of 2018 rates
74	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Kitchen Sink	\$7	\$	8.75	25% fee increase of 2018 rates
75	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Laundry Sink	\$7	\$	8.75	25% fee increase of 2018 rates
76	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Medical Gas Piping	\$50	\$	62.50	25% fee increase of 2018 rates
77	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing MISC Fixture	\$7	\$	8.75	25% fee increase of 2018 rates
78	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Repair/ALT	\$7	\$	8.75	25% fee increase of 2018 rates
79	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing REV/ADDTN	\$7	\$	8.75	25% fee increase of 2018 rates

80	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Roof Drains	\$7	\$	8.75	25% fee increase of 2018 rates
81	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Showers	\$7	\$	8.75	25% fee increase of 2018 rates
82	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Sink (Bar, Service)	\$7	\$	8.75	25% fee increase of 2018 rates
83	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Toilets	\$7	\$	8.75	25% fee increase of 2018 rates
84	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Urinal	\$7	\$	8.75	25% fee increase of 2018 rates
85	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Vacuum Breakers	\$5	\$	6.25	25% fee increase of 2018 rates
86	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Water Electric Heater	\$7	\$	8.75	25% fee increase of 2018 rates
87	Community Dev - Building	Plumbing Inspection/Permit Fees	Plumbing Water Treatment Equip	\$7	\$	8.75	25% fee increase of 2018 rates
88	Community Dev - Planning	Land Use Fee - Type 1	Lot Line Adjustment	\$250	\$	313.00	25% fee increase of 2020 rates
89	Community Dev - Planning	Land Use Fee - Type 1	Clearing, Grading & Fill - Type B	\$100	\$	125.00	25% fee increase of 2020 rates
90	Community Dev - Planning	Land Use Fee - Type 1	Shoreline Written Exemption Determination	\$100	\$	125.00	25% fee increase of 2020 rates
91	Community Dev - Planning	Land Use Fee - Type 1	Design Review Variance	\$150	\$	188.00	25% fee increase of 2020 rates
92	Community Dev - Planning	Land Use Fee - Type 1	Historic Preservation	\$300	\$	375.00	25% fee increase of 2020 rates
	Community Dev - Planning	Land Use Fee - Type 1	Critical Area Review	\$100.00 + cost of City's consultant review if required	\$100.00 + cost of City's consultant review if required		No increase proposed to the fee.
93				0	0.00		no fee for this service
94	Community Dev - Planning	Land Use Fee - Type 1	Pre-Application Meeting	\$100	\$	125.00	25% fee increase of 2020 rates
95	Community Dev - Planning	Land Use Fee - Type 1	Clearing, Grading & Fill - Type A	\$350	\$	438.00	25% fee increase of 2020 rates
96	Community Dev - Planning	Land Use Fee - Type 1	SEPA Environment Checklist	\$200	\$	250.00	25% fee increase of 2020 rates
97	Community Dev - Planning	Land Use Fee - Type 1	Design Review (Buildings)	\$50	\$	63.00	25% fee increase of 2020 rates
98	Community Dev - Planning	Land Use Fee - Type 1	Design Review (Signage)	\$250	\$	313.00	25% fee increase of 2020 rates
99	Community Dev - Planning	Land Use Fee - Type 1	Site Plan Approval (excluding SF)	\$350 + \$120 per lot	\$438 + \$150 per lot		25% fee increase of 2020 rates
100	Community Dev - Planning	Land Use Fee - Type 2	Subdivision Plat - Preliminary	\$70 per lot	\$88 per lot		25% fee increase of 2020 rates
101	Community Dev - Planning	Land Use Fee - Type 2	Subdivision Plat - Final	\$350 + \$120 per lot	\$438.00 + \$150.00 per lot		25% fee increase of 2020 rates
102	Community Dev - Planning	Land Use Fee - Type 2	General Binding Site Plan	\$300 + \$100 per lot	\$375 + \$120 per lot		25% fee increase of 2020 rates
103	Community Dev - Planning	Land Use Fee - Type 2	Specific Binding Site Plan	\$200 + cost of City's legal review fees	\$250 + cost of City's legal review fees		25% fee increase of 2020 rates
104							
105	Community Dev - Planning	Land Use Fee - Type 2	Shoreline Substantial Development	\$550.00	\$	687.50	25% fee increase of 2020 rates
106	Community Dev - Planning	Land Use Fee - Type 2	Shoreline Conditional Use	\$500.00	\$	625.00	25% fee increase of 2020 rates
107	Community Dev - Planning	Land Use Fee - Type 2	Shoreline Variance	\$1,000.00	\$	1,250.00	25% fee increase of 2020 rates
108	Community Dev - Planning	Land Use Fee - Type 2	Planned Residential Development	\$600 + \$100 per lot	\$750 + \$125 per lot		25% fee increase of 2020 rates
109	Community Dev - Planning	Land Use Fee - Type 2	Short Plat	\$300 + \$120 per lot	\$375 + \$150 per lot		25% fee increase of 2020 rates
	Community Dev - Planning	Land Use Fee - Type 3	Conditional Use Permit	\$400.00	\$	500.00	25% fee increase of 2020 rates
110							
111	Community Dev - Planning	Land Use Fee - Type 3	Variance - Hearing Examiner	\$400.00	\$	500.00	25% fee increase of 2020 rates
112	Community Dev - Planning	Land Use Fee - Type 3	Fence Variance	\$150.00	\$	188.00	25% fee increase of 2020 rates
113	Community Dev - Planning	Land Use Fee - Type 3	Development Standard Variance (per variance)	\$350.00	\$	438.00	25% fee increase of 2020 rates
114	Community Dev - Planning	Land Use Fee - Type 3	Rezone	\$450.00	\$	563.00	25% fee increase of 2020 rates
115	Community Dev - Planning	Land Use Fee - Type 3	Comprehensive Plan Amendment	\$600.00	\$	750.00	25% fee increase of 2020 rates
116	Community Dev - Planning	Land Use Fee - Type 3	Plat Amendment (Major)	\$400.00	\$	500.00	25% fee increase of 2020 rates
117	Community Dev - Planning	Land Use Fee - Type 3	Plat Amendment (Prior to final plat or plat expiration)	\$200.00	\$	250.00	25% fee increase of 2020 rates
	Community Dev - Planning	Land Use Fee - Type 3	Amendment to a Planned Residential	\$400.00	\$	500.00	25% fee increase of 2020 rates
118							
119	Community Dev - Planning	Land Use Fee - Type 3	Development (PRD) or Master PRD	\$400.00	\$	500.00	25% fee increase of 2020 rates
120	Community Dev - Planning	Land Use Fee - Type 3	CC&R modifications of PRD's	\$100 + legal fee	\$125 + cost of legal review		25% fee increase of 2020 rates
121	Community Dev - Planning	Land Use Fee - Type 3	Zoning Text Amendment	\$400 + Base fee or FRC	\$500 + cost of legal review		25% fee increase of 2020 rates
122	Community Dev - Planning	Land Use Fee - Type 3	Vacation of Right-of-Way or Easement	\$300	\$	375.00	25% fee increase of 2020 rates
123	Community Dev - Planning	Land Use Fee - Type 4	Home Occupation	\$100	\$	125.00	25% fee increase of 2020 rates
124	Community Dev - Planning	Land Use Fee - Type 4	Annexation	\$300 + legal review	\$375 + cost of legal review		25% fee increase of 2020 rates
125	Community Dev - Planning	Land Use Fee - Type 4	Appeal of Administrative Decision (SEPA)	\$500	\$	625.00	25% fee increase of 2020 rates
126	Community Dev - Planning	Land Use Fee - Type 4	Cell Tower Revision or Addition	\$400 + building permit costs	\$500 + building permit costs		25% fee increase of 2020 rates
127	Community Dev - Planning	Land Use Fee - Type 4	ADU Covenant	\$100	\$	125.00	Maintain this fee as is.
128	Community Dev - Planning	Land Use Fee - Type 4	Zoning Verification Letter	\$200	\$	250.00	25% fee increase of 2020 rates

129	Community Dev - Planning	Land Use Fee - Type 4	Request to Petition for Annexation	\$100	\$	125.00	25% fee increase of 2020 rates
130	Community Dev - Planning	Land Use Fee - Type 4	Appeal of Administrative Decision (non-SEPA)	\$200	\$	250.00	25% fee increase of 2020 rates
131	Community Dev - Planning	Land Use Fee - Type 4	Cell Towers Construction/Replacement	\$1000 + cost of outside review if needed	\$1,250 + cost of 3rd party review if needed		25% fee increase of 2020 rates
132	Community Dev - Planning	Land Use Fee - Type 4	Small Cell Network Plan Review for installation of Equipment within City's ROW and Franchise Agreement	\$600 + cost of legal review	\$750 + cost of legal review		25% fee increase of 2020 rates
133	Community Dev - Planning	Land Use Fee - Type 4	Removal of ADU Covenant	\$100	\$	125.00	Maintain this fee as is.
134	Community Dev - Planning	Land Use Fee - Type 4	HBD Commercial Parking - Payment in lieu of on-site parking	\$2350.00 per required stall	\$8,900 per stall		market rate to construct w/ drainage
135	Fire Dept	Change to Sprinkler System	1 - 20 Heads	\$100.00	\$150.00		
136	Fire Dept	Change to Sprinkler System	21 - 40 Heads	\$175.00	\$200.00		
137	Fire Dept	Change to Sprinkler System	41 - 60 Heads	\$250.00	\$300.00		
138	Fire Dept	Change to Sprinkler System	61 - 80 Heads	\$325.00	\$400.00		
139	Fire Dept	Change to Sprinkler System	81 - 100 Heads	\$400.00	\$500.00		
140	Fire Dept	Change to Sprinkler System	Over 100 Heads	\$0.00	\$500 + \$1.00 per head		
141	Fire Dept	CPR	Community CPR Class	\$10.00	\$10.00		
142	Fire Dept	Fire Alarm System	1 - 50 Devices	\$200.00	\$300.00		
143	Fire Dept	Fire Alarm System	51 - 75 Devices	\$300.00	\$400.00		
144	Fire Dept	Fire Alarm System	76 - 100 Devices	\$400.00	\$500.00		
145	Fire Dept	Fire Alarm System	101 - 125 Devices	\$500.00	\$600.00		
146	Fire Dept	Fire Alarm System	126 - 150 Devices	\$600.00	\$700.00		
147	Fire Dept	Fire Alarm System	Over 150 Devices	\$600 + \$1.50 per defice	\$700 + \$2.00 per device		
148	Fire Dept	Fire Hood	Per System	\$175.00	\$250.00		
149	Fire Dept	Fire Line	Per Line	\$250.00	\$400.00		
150	Fire Dept	Fire Pump	Per Pump	\$100.00	\$250.00		
151	Fire Dept	Hazardous Materials	Fireworks Sales	\$25.00	\$150.00		
152	Fire Dept	Hazardous Materials	Fireworks Display	\$50.00	\$200.00		
153	Fire Dept	Hazardous Materials	Explosives	\$100.00	\$150.00		
154	Fire Dept	Hazardous Materials	Flammable Liquids	\$100.00	\$150.00		
155	Fire Dept	Hazardous Materials	Install Tank	\$250.00	\$350.00		
156	Fire Dept	Hazardous Materials	Remove Tank <1000 gal	\$75.00	\$100.00		
157	Fire Dept	Hazardous Materials	Remove Tank >1000 gal	\$250.00	\$300.00		
158	Fire Dept	Impact Fees	Residential Single Family/Duplex per unit	\$517.00	\$517.00		
159	Fire Dept	Impact Fees	Residential Multi-family per unit	\$389.00	\$389.00		
160	Fire Dept	Impact Fees	Non-Residential	\$.28 per square foot	\$.28 per square foot		
161	Fire Dept	Inspection Fee	Regular	\$84/hr	\$120/hr		
162	Fire Dept	Inspection Fee	After Hours	\$126/hr	\$180/hr		
163	Fire Dept	New Sprinkler System	1-100 Heads	\$375.00	\$400.00		
164	Fire Dept	New Sprinkler System	101 - 200 Heads	\$425.00	\$450.00		
165	Fire Dept	New Sprinkler System	201 - 300 Heads	\$475.00	\$500.00		
166	Fire Dept	New Sprinkler System	301 - 400 Heads	\$525.00	\$550.00		
167	Fire Dept	New Sprinkler System	401 - 500 Heads	\$575.00	\$600.00		
168	Fire Dept	New Sprinkler System	Over 500 Heds	\$575 + \$.30 per head	\$600 + \$1.00 per head		
169	Fire Dept	Plan Review Fee (Value Based)	\$0 - \$2,000	\$0.00	\$0.00		
170	Fire Dept	Plan Review Fee (Value Based)	\$2,001 - \$10,000	\$26.00	\$35.00		
171	Fire Dept	Plan Review Fee (Value Based)	\$10,001 - \$20,000	\$75.00	\$100.00		
172	Fire Dept	Plan Review Fee (Value Based)	\$20,001 - \$50,000	\$158.00	\$210.00		
173	Fire Dept	Plan Review Fee (Value Based)	\$50,001 - \$100,000	\$225.00	\$300.00		
174	Fire Dept	Plan Review Fee (Value Based)	\$100,001 - \$250,000	\$300.00	\$400.00		
175	Fire Dept	Plan Review Fee (Value Based)	\$250,001 - \$500,000	\$450.00	\$600.00		
176	Fire Dept	Plan Review Fee (Value Based)	\$500-001 - \$1,000,000	\$750.00	\$1,000.00		
177	Fire Dept	Plan Review Fee (Value Based)	Over \$1,000,001	\$750.00 + .075%	\$1,000 + .10%		
178	Fire Dept	Spray Booth	Per System	\$250.00	\$250.00		
179	Fire Dept	Standpipes	Per System	\$40.00	\$100.00		

180	Municipal Court	Administrative	Warrant cancellation fee - per warrant	\$0.00	\$0.00	
181	Parks Dept	Donation Item	Park/Trail Bench- Concrete	\$500.00	\$600.00	
182	Parks Dept	Donation Item	Street Bench- Slatted	\$400.00	\$475.00	
183	Parks Dept	Donation Item	Trees(vary according to size and variety)	\$250 to \$900	\$250 to \$900	
184	Parks Dept	Rental Facility Fees	Berthusen Kitchen Rental- 1/2 day--weekday	\$75.00	\$80.00	
185	Parks Dept	Rental Facility Fees	Berthusen Kitchen Rental- 1/2 day--weekend	\$95.00	\$100.00	
186	Parks Dept	Rental Facility Fees	Berthusen Kitchen Rental- Full Day-- weekday	\$115.00	\$120.00	
187	Parks Dept	Rental Facility Fees	Berthusen Kitchen Rental- Full Day-- weekend/holidays	\$140.00	\$150.00	
188	Parks Dept	Rental Facility Fees	Berthusen Playfield Reservation	\$20.00	\$25.00	
189	Parks Dept	Rental Facility Fees	Berthusen Open Shelter Rental- 1/2 Day-- weekday	\$50.00	\$55.00	
190	Parks Dept	Rental Facility Fees	Berthusen Open Shelter Rental- Full Day-- weekday	\$65.00	\$75.00	
191	Parks Dept	Rental Facility Fees	Berthusen Open Shelter Rental- 1/2 Day-- weekend	\$60.00	\$65.00	
192	Parks Dept	Rental Facility Fees	Berthusen Open Shelter Rental- Full Day-- weekend/holidays	\$85.00	\$90.00	
193	Parks Dept	Rental Facility Fees	Berthusen Additional Setup Fees- changes to tables, barricades, etc.	\$50.00	\$60.00	
194	Parks Dept	Rental Facility Fees	Berthusen Large Group Fees-over 100 people	\$10.00	\$20.00	
195	Parks Dept	Rental Facility Fees	Berthusen Overnight Camping(May-Sept.) Tents only- non-profit educational youth programs Max	\$3/person per night	\$5/person per night	
196	Parks Dept	Rental Facility Fees	City Park Kitchen Rental- 1/2 day-- weekday	\$75.00	\$80.00	
197	Parks Dept	Rental Facility Fees	City Park Kitchen Rental- 1/2 day-- weekends	\$95.00	\$100.00	
198	Parks Dept	Rental Facility Fees	City Park Kitchen Rental- Full Day-- weekday	\$115.00	\$120.00	
199	Parks Dept	Rental Facility Fees	City Park Kitchen Rental- Full Day-- weekends/holidays	\$140.00	\$150.00	
200	Parks Dept	Rental Facility Fees	City Park Open Shelter Rental- 1/2 Day--weekday	\$50.00	\$55.00	
201	Parks Dept	Rental Facility Fees	City Park Open Shelter Rental- 1/2 Day--weekends	\$60.00	\$65.00	
202	Parks Dept	Rental Facility Fees	City Park Open Shelter Rental- Full Day- weekday	\$65.00	\$75.00	
203	Parks Dept	Rental Facility Fees	City Park Open Shelter Rental- Full Day- weekend/holidays	\$85.00	\$90.00	
204	Parks Dept	Rental Facility Fees	City Park Large Group Fees- over 100 people	\$10.00	\$20.00	
205	Parks Dept	Rental Facility Fees	City Park Tennis Court Reservations--per count	\$5 per court/3 hour max.	10 per court/3 hour max	
206	Parks Dept	Rental Facility Fees	Bender Fields Kitchen Rental- 1/2 Day-- weekday	\$75.00	\$80.00	
207	Parks Dept	Rental Facility Fees	Bender Fields Kitchen Rental- 1/2 Day-- weekends	\$95.00	\$100.00	
208	Parks Dept	Rental Facility Fees	Bender Fields Kitchen Rental- Full Day-- weekday	\$115.00	\$120.00	
209	Parks Dept	Rental Facility Fees	Bender Fields Kitchen Rental- Full Day-- weekends/holidays	\$140.00	\$150.00	
210	Parks Dept	Rental Facility Fees	Bender Fields Open Shelter Rental- 1/2 day--weekday	\$60.00	\$60.00	
211	Parks Dept	Rental Facility Fees	Bender Fields Open Shelter Rental- 1/2 day--weekend	\$60.00	\$65.00	
212	Parks Dept	Rental Facility Fees	Bender Fields Open Shelter Rental- Full Day-- weekday	\$85.00	\$85.00	
213	Parks Dept	Rental Facility Fees	Bender Fields Open Shelter Rental- Full Day-- weekends/holidays	\$85.00	\$90.00	
214	Parks Dept	Rental Storage Fees	Storage Unit- per month	\$75.00	\$80.00	
215	Parks Dept	Rental Storage Fees	Storage Unit- per year	\$750.00	\$800.00	
216	Parks Dept	Vendor Fees	Additional Vendor/Concessionaire Fee	\$25/day	\$30/day	
217	Police Dept	Administrative	Fingerprinting - per card	\$0.00	\$0.00	
218	Police Dept	Administrative	CPL lost/replacement license	\$10.00	\$10.00	
219	Police Dept	Administrative	Dog License (spayed or neutered)	\$15.00	\$15.00	
220	Police Dept	Administrative	Dog license (non spayed/neutered)	\$30.00	\$30.00	
221	Police Dept	Administrative	Records/Reports (B&W copies)	.15/page	.15/ page	
222	Police Dept	Administrative	Records/Reports (scanned copies)	.10/page	.10/page	
223	Police Dept	Administrative	Records/Reports (Mailing fee)	Actual cost of postage and shipping	Actual cost	
224	Police Dept	Administrative	BWC Footage	.48 per minute of footage	.48 per minute of footage	
225	Public Works	Use of Public Space	Downtown Residential Parking Permit	\$240.00 annually	\$300 annually	25% increase
	Public Works	Use of Public Space	Public Sidewalk/Outdoor Dining Application	\$10.00 + \$2.00 per square foot of sidewalk used	\$12.50 + \$2.50 per square foot of sidewalk used	25% increase
226						
227	PW - Airport	User Fee	Residential Access Adjacent Parcels : Month/Year	\$47.25/mo or \$472.50/year	\$50.56/mo or \$505.58/year	7% increase
228	PW - Airport	User Fee	Off Premises Access : Month/Year	\$308.70 (8 or more planes)/\$3,087.00	\$330.31 (8 or more planes)/\$3,303.1	7% increase
229	PW - Airport	User Fee	362 Piper Street (adjacent and in Airport Overlay Zone)	\$47.25/mo or \$472.50/year	\$50.56/mo or \$505.58/year	7% increase
230	PW - Airport	User Fee	366 Piper Street (adjacent and in Airport Overlay Zone)	\$101.85/mo or \$1,018.50/year	\$108.98/mo or \$1,089.80/year	7% increase
231	PW - Airport	User Fee	Vehicle Parking: Daily/Monthly/Yearly	\$7.00/\$35.18/\$347.29 (+ tax)	\$7.49/\$37.64/\$371.60 + tax	7% increase

232	PW - Airport	User Fee	Tie-Down Fees: First night/Each additional/Per Month	\$13.00/\$7.00/\$52.50 (+ tax)	\$13.91/\$7.49/\$56.18 + tax	7% increase
233	PW - Airport	User Fee	Late Payment per month on past due balance (less than \$200/\$200 or greater)	\$11.00/5% of outstanding balance	\$20.00/5% of outstanding balance	\$9 increase
234	PW - Development	Engineering Services	Residential Engineering Review Deposit	\$400/lot ; \$4,000 min.	\$400/lot ; \$4,000 min.	no change
235	PW - Development	Engineering Services	Non Residential Engineering Review Deposit	2% of Civil Const. cost est.; \$6,000 min.	2% of Civil Const. cost est.; \$6,000	no change
236	PW - Development	Engineering Services	Residential Engineering Inspection Deposit	\$500.00/lot; \$10,000 min.	\$500.00/lot; \$10,000 min.	no change
237	PW - Development	Engineering Services	Non Residential Engineering Inspection Deposit	2% of Civil Const cost est. ; \$10,000 min.	2% of Civil Const cost est. ; \$10,00	no change
238	PW - Street	Permit	Fill & Grade Permit	\$100	\$100	no change
239	PW - Street	Permit	Obstruction Permit	\$35	\$35	no change
240	PW - Street	Permit	Vending Permit - fixed place	\$75	\$75	no change
241	PW - Street	Permit	Vending Permit - non fixed place	\$25	\$25	no change
242	PW - Street	Permit	Downtown Residential Parking Permit	\$240.00 annually	\$288 annually	20% fee increase of 2020 rates
	PW - Street	Permit	Public Sidewalk/Outdoor Dining Permit	\$10.00 + \$2.00 per square foot of sidewalk used	\$11.00 + \$2.50 per square foot of sidewalk used	20% fee increase of 2020 rates
243						
244	PW - Utility	Compost	Any Customer < 100 cubic yards per year	\$14/cubic yard	\$15.00/cubic yard	7% increase
245	PW - Utility	Compost	Any Customer 50 - 100 cubic yards per year	\$11/cubic yard		remove fee - capturing this in the next q
246	PW - Utility	Compost	Any Customer 100+ cubic yards per year	\$8/cubic yard	\$8.50/cubic yard	7% increase
247	PW - Utility	Compost	Double Screened	additional 20% / yard	additional 20% / yard	no change
248	PW - Utility	Compost	Fall Clearance	20% discount / yard	20% discount / yard	no change
249	PW - Utility	Utility Services	Sewer/Water Line Inspection	\$35	\$50	\$15 over 2011
250	PW - Utility	Utility Services	Water Disconnect/Reconnect	\$35	\$50	\$15 over 2011
251	PW - Utility	Utility Services	Water Disconnect/Reconnect after hours	\$70	\$100	\$30 over 2011
252	PW - Utility	Utility Services	Water Meter Remove/Reinstall - permitted demo only	new in 2024	meter install fee + FCI differential*	at time of reinstall
253	PW - Utility	Utility Services	BOD/TSS Field Sample Collection	new in 2024	\$150.00/hr	
254	PW - Utility	Utility Services	City Equipment Operator Labor	\$50/hour	Current Teamsters Contract Rate	Street/Systems Maint. Worker Step C + 1
255	PW - Utility	Utility Services	City Equipment Rates	Current FEMA Rates	Current FEMA Rates	no change
256	PW - Utility	Utility Services	Outside City Limits Multiplier	x1.5	x1.5	no change

RESOLUTION 24-1088

A RESOLUTION AMENDING RESOLUTION 991 BY UPDATING THE ADOPTED CONSTRUCTION VALUE TABLE USED TO CALCULATE BUILDING PERMIT FEES FOR THE CITY OF LYNDEN

WHEREAS, the City Council of the City of Lynden has determined that it is in the best interest of the city to update building fees to be consistent with current practice and to recoup some of the costs associated with the Building Division services; and

WHEREAS, the construction values are used to determine permit fees; and

WHEREAS, the International Code Council (ICC) provides regular guidance on the average construction costs per square foot; and

WHEREAS, the City of Lynden last updated construction costs in 2018 to reflect the 2016 ICC guidance; and

WHEREAS, construction costs have increased significantly since that time.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lynden, that the following Building Valuation be amended as follows:

Section 1: Building Valuation

Plan Review and Permit Fees are based on the determined valuation of a project, rather than the cost, to ensure permit fees are consistent. Valuation means the estimated total cost of building construction. It is not meant to determine market value of a structure.

The Square Foot Construction Costs in the following table are from the updated August 2021 Building Valuation Data Table provided by the International Code Council (ICC) and represent average valuations for various occupancy types. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material.

The charges to Plan Check Fees outlines in the city's adopted unified fee schedule shall be based on this table unless project valuation submitted by the applicant is higher than the calculated valuation using this table, in which case the City will use the submitted valuation. Construction Type VB shown in this table represents approximately 95% of all building projects in our area; however, the Building Official will refer to the complete ICC 2021 table *for other valuation types* if the project is not Construction Type VB.

Square Foot Construction Costs a, b, c, d

Group (International Building Code)	Current Sq Ft Value Assigned (2016 ICC guidance) Construction type: VB (Unprotected Wood Frame)	Proposed Sq Ft Value Assigned (2021 ICC guidance) Construction type: VB (Unprotected Wood Frame)
A-1 Assembly, theaters, with stage	169.73	226.84
A-1 Assembly, theaters, without stage	150.92	201.80
A-2 Assembly, nightclubs	132.99	174.48
A-2 Assembly, restaurants, bars, banquet halls	131.99	173.48
A-3 Assembly, churches	153.09	205.57
A-3 Assembly, general, community halls, libraries, museums	118.27	159.91
A-4 Assembly, arenas	149.92	200.80
B Business	122.72	163.65
E Educational	136.18	180.09
F-1 Factory and industrial, moderate hazard	65.44	85.44
F-2 Factory and industrial, low hazard	64.44	84.44
H-1 High Hazard, explosives	NP	NP
H234 High Hazard	58.67	76.26
H-5 HPM	122.72	163.65
I-1 Institutional, supervised environment	129.43	172.87
I-2 Institutional, hospitals	NP	NP
I-2 Institutional, nursing homes	NP	NP
I-3 Institutional, restrained	147.16	196.29
I-4 Institutional, day care facilities	129.43	172.87
M Mercantile	88.36	115.94
R-1 Residential, hotels	131.23	175.00
R-2 Residential, multiple family	102.41	136.73
R-3 Residential, one- and two- family	112.65	148.33
R-4 Residential, care/assisted living facilities	129.43	172.87
S-1 Storage, moderate hazard	57.67	75.26
S-2 Storage, low hazard	56.67	74.26
U Utility, miscellaneous (i.e. Garage, Accessory Bldg >120sf)	44.63	59.88

- a. Private Garages use Utility, miscellaneous.
- b. Unfinished basements (all use group) = ~~\$45.00~~ 23.20 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. NP = Occupancy group not permitted under type VB Construction – refer to complete ICC August 2021 Valuation Table

Improvements to Existing Structures

Remodels/Additions/Alterations

(Residential re-roofing & re-siding – no permit required)

Fee Based on

Owners Construction Cost

<u>Porches/Decks/Patios</u>	<u>Assigned Construction Cost per Sq. Ft.</u>
Covered porch, deck, patio	\$15.00 18.00
Open porch, deck, patio, gazebo	\$10.00 12.00

Residential Garages and Sheds

These will now be found under "U" in the Table above.

<u>Foundations only</u>	<u>Valuation - per Sq. Ft. or Minimum Fee</u>
Residential Foundation	\$2.00 2.40 per sq. ft. or Minimum \$50.00
Industrial and Commercial Foundation	\$3.00 3.60 per sq. ft. or Minimum \$100.00
Plan Check Fee	65% of calculated Permit Fee

Section 2: Plan Check Fees and Fees not based on Building Valuation

Originally included in Res 991, these fees have now been shifted to the Unified Fee Schedule.

Section 3:

The Building Permit Fee Schedule is established as follows:

The following are fees which shall be due based on the building valuation data set forth in Section 1. This Building Permit Fee Schedule of charges shall be used in determining building permit costs and are in addition to any other fees or charges established herein.

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$ 100.00 or fraction thereof to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$ 1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$ 1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$ 1,000,000.00 plus \$3.65 for each additional \$ 1,000.00 or fraction thereof

Section 4: Other Inspections and Fees

Originally included in Res. 991, these fees have now been shifted to the Unified Fee Schedule.

Section 5: Exhibit 1 Mechanical Fees and Plumbing Permit Fees

Originally included in Res. 991, these fees have now been shifted to the Unified Fee Schedule.

Section 6: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 7: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional, and if, for any reason this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 8: This Resolution shall be in full force and effect on February 1, 2024

PASSED by the Lynden City Council by an affirmative vote of _____ in favor, and _____ in opposition and signed by the mayor this ____ day of _____, 2024.

APPROVED: _____
Mayor Scott Korthuis

ATTEST: _____
City Clerk Pamela D. Brown

APPROVED AS TO FORM: _____
Bob Carmichael, City Attorney

12/26/2023



City of Lynden Proposed Building Permit Fee Increases

Example Permit: 2000 sf Single-Family Home Building Permit - Fee Comparison

Notes:

Fees shown here do not include utility related fees such as water, sewer, and stormwater connections and as-built fees.

Increases appear in two ways.

1. Proposed flat fees, such as fixture fees, include a 25% increase per City Fee Schedule.
2. Building Valuation Data (BVD) table is proposed to be updated from the 2016 to the 2021 International Code Council (ICC) national average in **Res 24-1088**.

Permit Type: Single Family Residential

Description of Work: 2000 sqft, 3 bedroom, 2 bath Single Family Residence

Current Minimum Assigned Value per BVD table using 2016 ICC values per Res 991:	<u>\$225,300</u>	Minimum Assigned Value per Proposed BVD table using 2021 ICC values:	<u>\$229,660</u>	Value Increase: 1.935%
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Description	Current Fee	Qty	Current Subtotals	2024 Proposed Fee	2024 Proposed Subtotals	Increase
Building Council Fee Residential	6.50	1	6.50	6.50	6.50	0.00
Fire Impact Fee	517.00	1	517.00	517.00	517.00	0.00
Mechanical Base Fee	30.00	1	30.00	37.50	37.50	7.50
Mechanical Clothes Dryer	15.00	1	15.00	18.75	18.75	3.75
Mechanical Furnace <100,000	15.00	1	15.00	18.75	18.75	3.75
Mechanical Range Hood / Exhaust	11.00	1	11.00	13.75	13.75	2.75
Mechanical Ventilation Fan	8.00	2	16.00	10.00	20.00	4.00
Park Impact Fee	2,925.00	1	2,925.00	2,925.00	2,925.00	0.00
Permit Fee (based on construction value)	1,699.35	1	1,699.35	2,096.95	2,096.95	397.60
Plan Check Fee (based on construction value)	1,104.58	1	1,104.58	1,363.02	1,363.02	258.44
Plumbing Base Fee	30.00	1	30.00	37.50	37.50	7.50
Plumbing Bath Sinks	7.00	2	14.00	8.75	17.50	3.50
Plumbing Bathtubs	7.00	2	14.00	8.75	17.50	3.50
Plumbing Clothes Washer	7.00	1	7.00	8.75	8.75	1.75
Plumbing Dishwasher	7.00	1	7.00	8.75	8.75	1.75
Plumbing Kitchen Sink	7.00	1	7.00	8.75	8.75	1.75
Plumbing Showers	7.00	2	14.00	8.75	17.50	3.50
Plumbing Toilets	7.00	2	14.00	8.75	17.50	3.50
Plumbing Water Heater Electric	7.00	1	7.00	8.75	8.75	1.75
Transportation Impact Fee	2,146.00	1	2,146.00	2,146.00	2,146.00	0.00
Building Permit Fees and Impact Fees	\$		8,599.43	\$	9,305.72	

Represented Increase in Fees as of 2/1/24: **\$ 706.29**

CITY OF LYNDEN

EXECUTIVE SUMMARY – Community Development Committee



CDC Meeting Date:	January 10, 2024	
Name of Agenda Item:	Update to the Sign Code – LMC 19.33	
Section of Agenda:	Discussion	
Next Steps Proposed by Staff:		Legal Review:
<input type="checkbox"/> Staff revisions	<input type="checkbox"/> Planning Commission	<input checked="" type="checkbox"/> Completed
<input checked="" type="checkbox"/> Return to CDC	<input type="checkbox"/> Other Committees	<input type="checkbox"/> Recommended
<input type="checkbox"/> Schedule for full Council	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Not Required
Attachments:		
<ul style="list-style-type: none"> Draft of proposed redlines to LMC 19.33 		
Summary Statement:		
<p>Aware that some sections of the City's sign code were inconsistent with recent case law, staff has been working closely with legal counsel, Luke Phifer, to develop the proposed amendments that are included in this package. Generally, the proposed amendment does not alter the character of signs – that is the size, shape and location of signs used in the city - but close attention was given to the following topics:</p> <ul style="list-style-type: none"> Inclusion of a substitution clause. Inclusion of an exclusionary clause. Clear directions on temporary signs including political speech. Revision to portions of the special exemptions section that are not legally defensible. Clarify the difference between off-premise signs (billboards) and shared plaza signs. <p>The next step for the code amendment is to collect Council and Planning Commission feedback as well as public comment before this ordinance begins to move to the approval process in the coming months. Staff is aiming to have the code in place by early summer – ahead of the sign activity that will be generated by the presidential and local elections this fall.</p>		
Recommended Action:		
<p>Discuss proposed changes to the City's sign code. Pose questions and provide feedback prior to final edits and public hearing on the topic.</p>		

Chapter 19.33 SIGNS

19.33.010	Statement of Purpose.
19.33.030	Definitions.
19.33.040	General Provisions.
19.33.050	Residential Zones
19.33.055	Historic Business District
19.33.060	Historic Business, Local Commercial Service and Public Use Districts (HBD, CSL and PU Zones)
19.33.063	Regional Commercial Service (CSR)
19.33.065	Industrial Districts (IBZ and ID zones).
19.33.070	Exemptions.
19.33.075	Special Exemption — Grand Opening Signs.
19.33.080	Prohibited signs.
19.33.090	Special category signs.
19.33.100	Permit—Required.
19.33.110	Permit—Application
19.33.120	Permit—Fees and approval.
19.33.130	Permit—Identification.
19.33.140	Variances.
19.33.150	Interpretations.
19.33.160	Enforcing official—Powers and duties.
19.33.170	Removal of signs.
19.33.180	Non conforming signs.
19.33.190	Liability.
19.33.200	Violation—Penalty.

Commented [LP1]: Need to ensure definitions in LMC 17.01.030 line up with the definitions included here.

Commented [LP2R1]: LMC 17.01.030 contains several sign-related definitions, including: Sign, Advertising Sign, Sign area, Attached Sign, Business Sign, Sign face, Freestanding sign, Illuminated Sign, Off-site sign, Permanent Sign, and Temporary Sign. My sense is it would be best to remove those definitions from 17.01.030 and keep all sign-related definitions within the sign code. However, I do not know of these definitions are utilized elsewhere within the development code.

Commented [LP3]: Will update table of contents once the revisions are finalized.

19.33.010 Statement of purpose.

- A. Purpose and Intent. The City Council finds that it is necessary to regulate signs in the City of Lynden to help assure that Lynden is a safe and attractive place in which to live and to do business. The intent of this chapter is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, and consistent sign standards and requirements and to:

1. Promote the goals and policies of the comprehensive plan;
2. Promote economic vitality of the city's business districts and corridors;
3. Ensure that signs are compatible with the desired character and identity of Lynden and its various districts, including the Historic Business District;
4. Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;

5. Ensuring that signs do not obstruct rights-of-way or obstruct the vision of pedestrians and motorists travelling on rights-of-way;
6. Prevent property damage, personal injury, and litter from signs which are improperly constructed, poorly maintained, or of flimsy materials;
7. Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape;
8. Promote sign design that is compatible with the architectural and historical qualities of Lynden;
9. Promote sign design that is appropriate to the site's existing and planned context, including the size and characteristics of the site, and the envisioned character of the applicable area per adopted plans;
10. Prevent visual clutter and provide an improved visual environment for the citizens of and visitors to the city;
11. Provide consistent design standards; and
—Enable the fair and consistent enforcement of these sign regulations.
- 12.

19.33.0230 Definitions. In addition to the definitions found in LMC 17.01.030, f~~For~~ the purpose of this chapter, the following definitions shall apply:

1. "Abandoned ~~S~~sign" means a sign that no longer ~~correctly~~ identifies, ~~exhorts~~, or advertises any ~~person~~, business, lessor, lessee owner, ~~service~~, product, or activity, or for which no legal owner can be found. ~~conducted or available on or off the premises on which such sign is located.~~
2. "Advertising" means any display of letters, numerals, characters, words, symbols, emblems, illustrations, objects or registered trademarks which serve to call the attention of the public to products, services, businesses, buildings, premises, events, candidates or ballot propositions.
- 3-2. "Awning" means a temporary or fixed ~~shelter structure~~ supported entirely from the exterior wall of a building, which provides shade or protection from weather and is in whole or in part self-supporting. ~~without other means of support to the ground.~~
- 4-3. "Awning Sign" means the use of an Awning attached to a building for advertisement, identification, or promotional purposes. Only that portion of the Awning which bears graphics, symbols, and/or written copy shall be construed as being a sign. ~~any sign erected on or against an awning.~~
- 5-4. "Banner, ~~D~~decorative" means an object made of multi-colored cloth, fabric or similar flexible material which displays abstract or representational forms and which is completely devoid of letters, numbers, words or advertising. Streamers shall not be considered ~~D~~decorative ~~B~~banners.
- 6-5. "Banner ~~S~~sign" means any sign intended to be hung, with or without framing, and possessing characters, letters, symbols, emblems, trademarks, illustrations, or ornamentation applied to fabric or similar flexible material. Flags, ~~D~~decorative

Commented [LP4]: Note: The definitions found in LMC 17.01.030 apply to all of Title 19 (including this section), so I have removed definitions here that are redundant.

Commented [KS5R4]: Okay, perfect.

- Banners, Canopy Signs, and Temporary signs, treated elsewhere in this chapter, shall not be considered Banner Signs.
- 7.6. "Bench Sign" means a sign located on any part of the surface of a bench or seat placed on or visible from a public right-of-way.
- 8.7. "Billboard Sign" means any ~~exteriorexterior~~ sign which contains a message that is unrelated containing advertising which is not related to any use or activity on the premises on which the sign is located, and which is supported by a substantial permanent sign structure. Billboard Signs are typically owned or leased separately from the principal buildings or uses on the property upon which they are located and are larger and/or taller than would otherwise be permitted by this title. but not including directional signs as defined in this chapter
9. ~~"Building, primary" means a fully enclosed and roofed structure, or portion thereof in separate ownership, which houses the primary uses of at least one business, residence or other establishment. Accessory buildings or outbuildings are not included in this definition.~~
8. "Cabinet Sign" means an internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a metal cabinet.
- 10.9. "Canopy" means an overhead structure attached to or fixed shelter that may be supported from the exterior wall of a building, -and/or from the ground that provides weather protection for pedestrians, or some combination thereof.
10. "Canopy Sign" means the use of a Canopy attached to a building for advertising, identification, or promotional purposes. Only that portion of the Canopy which bears graphics, symbols, and/or written copy shall be construed as being a sign. any sign erected upon or against a canopy.
11. "Clearance of a Sign" means the smallest vertical distance between grade and the lowest point of a sign, including framework and embellishments, extending over that grade.
- 11.12. "Commercial Sign" means a sign erected for a business transaction or advertising the exchange of goods and services.
- 12.13. "Commemorative Plaque" means a memorial plaque, sign, plate, or tablet which is permanently affixed to or near the structure, object, or event it is intended to commemorate and which ~~displays no advertising.serves no commercial purpose.~~
13. ~~"Community event sign" means a sign which announces an event that is listed in the official calendar of events adopted by resolution of the City Council.~~
14. "Directional Sign" means a sign designed to guide or direct pedestrian and/or vehicular traffic from the public right-of-way to a location, activity, or service on the site. which contains specific directional information and contains no advertising.
15. "Directory Sign" means a sign which displays exclusively the names, logos and locations of occupants or uses of a building or complex; which includes, but may not be limited to, signs for office buildings, church directories and signs for malls, arcades, and similar commercial buildings. No advertising other than the name, logo and locations of occupants or uses is included.

16. "Electrical Sign" means a sign or sign structure in which electrical wiring, connections, or fixtures are used.
17. "Electronic Changing Message Sign" means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming. These signs shall include those displaying time, temperature, and messages of a public or commercial nature.
- 15-18. "Feather Sign" means a vertical portable sign that contains a harpoon-style pole or staff driven into the ground or supported by means of an individual stand. A Feather Sign may also be referred to as a "Sail Sign."
- 46-19. "Flag" means a flat piece of cloth or similar flexible fabric, with distinctive colors, patterns, or symbols used to represent a country or group, having one end of the cloth attached to a vertical staff (directly or by rope and pulley mechanism) and all other ends free-flowing under natural movement of the wind. the officially recognized symbol of a government jurisdiction displayed on cloth or similar flexible fabric.
- 47-20. "Flashing Sign" means a sign or a portion thereof which changes light intensity or switches on and off in a repetitive pattern, or contains motion or the optical illusion of motion by uses of electrical energy to provide motion or the optical illusion of motion.
21. "Freestanding Sign" means a permanent pole, ground, or Monument Sign attached to the ground and sign which is supported by uprights or braces attached to a foundation and connected permanently to the ground and which is not connected to a building. (See "Pole sign").
- 48-22. "Fuel Sign" means a sign depicting the price of motor fuel associated with a business selling motor fuel to the public.
- 49-23. "Grade" means the average elevation of the ground surface immediately below the sign after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the grade cannot reasonably be determined, sign height shall be based on the elevation of the nearest point of the crown of a public street or the grade of the land at the main entry to the principal building, whichever is lower.
20. "Grand opening" means the celebration or promotional period beginning on or shortly after the date when a new, permanent business or use is open for business in a permanent, fixed building. Grand opening events must be related to: opening of a new business; a change of business location; construction of a new business structure; major remodeling or expansion valued at \$50,000 or more; change of ownership; or change of name.
24. "Halo lighting" means a method of sign illumination that consists of opaque sign elements with light projected behind them illuminating the mounting surface.
- 24-25. "Historic Business District" means that area within the City of Lynden, the boundaries of which are described as: has the same meaning as in LMC 19.23.010(1). The boundaries of the Historic Business District are depicted on the Zoning Map of the city of Lynden adopted pursuant to LMC 19.09.010. The Historic Business District may also be referred to as the "HBD."
~~That area which abuts Front Street from Second Street to Eighth Street and~~

extending from Judson Street Alley, to the alley between Front Street and Grover Street.

22-26. "Illuminated Sign" means any sign illuminated in any manner by an artificial light source.

23-27. "Incidental Sign" means a small sign, emblem, or decal informing the public of the, ~~non-illuminated information sign two square foot or less in area which~~ pertains to goods, products, services, or facilities which are available on the premises where the sign occurs which does not exceed two square feet in size. ~~and intended primarily for the convenience of the public while on such premises.~~

24-28. "Indirect Lighting" means a light source separated from the sign surface and illuminating the sign surface by means of spotlights or similar fixtures ~~lighting displayed or reflected on the surface or face of a sign which is not inside the sign and not a part of the sign proper.~~

25-29. "Internal Lighting" means an indirect, concealed light source which is recessed or contained within any element of a sign.

26-30. "Main Entry" means the front or primary entrance from outdoors into a primary building through which most customers or other visitors pass or are expected to pass to a building intended for use by residents, customers, clients, visitors, messengers, and the public. ~~Each primary building shall be considered to have no more than one main entry, excepting a~~ Multi-multiple-B ~~business~~ C ~~omplex, in which case each physically separate business which has no internal passageway to any other business premises shall be considered to have one main entry.~~

27-31. "Marquee" means a permanent structure attached to and supported by the building and projecting over public or private property."

32. "Monument Sign" means a ground-related, freestanding sign which is attached to a permanent foundation or decorative base and not attached to or dependent on support from any building, pole, posts, or similar uprights. ~~the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face.~~

28-33. "Multi-Business Complex" means either (1) a group of structures housing more than one businesses the share a common lot, access, and/or parking facility (for example, the Fairway Center); or (2) a single structure housing more than one business or agency (but not including residential apartment buildings) (for example, Delft Square).

29. "Multiple-business complex" means a group of structures housing at least two separate businesses or agencies, or a single structure containing more than one business with separating walls and at least one outside access for each business which shares a common lot, access and/or parking facility. An example of a multi-business complex is the Fairway Center.

30. "Multiple-tenant building" means a single structure housing more than one business or agency which may or may not incorporate a separate outside access for each enterprise, but not including residential apartment buildings. An example of a multi-tenant building is Delft Square.

Commented [LP6]: Just delete this?

Commented [KS7R6]: Keep and revise.

Commented [LP8]: Check if we need this still.

Commented [KS9R8]: Would like to combine Multiple Business Complex and Multiple Tenant Building in to one category. Example: A multiple building complex or multiple tenant building containing at least two or more separate business agencies.

Commented [LP10R8]: I've combined the two into the new "Multi-Business Complex" category above.

Commented [LP11]: Check if we still need this -- probably condense down so only one category.

Commented [KS12R11]: Yes condense into one, see above.

Commented [LP13R11]: I've combined the two into the new "Multi-Business Complex" category above.

- ~~34.~~34. "Mural ~~S~~sign" means a wall sign which consists exclusively of paint applied to the wall of a building or alternate surface without application of any other material or framing.
35. "Neon ~~L~~ighting" means lettering, numerals, symbols, logos, ~~emblem~~emblems, or illustrations which are directly visible and are constructed of and illuminated solely by glass tubes filled by neon gas or equivalent light emitting gaseous elements.
- ~~32.~~36. "Noncommercial Sign" means any sign that is not a commercial sign. Signs related to fundraising or membership drives for nonprofit entities or groups are also Noncommercial Signs.
- ~~33.~~37. "~~Non-conforming~~Nonconforming ~~S~~sign" means any sign in existence within the city on the date of adoption of the ordinance codified in this chapter, or located in an area annexed to the City thereafter, which does not conform with the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected
- ~~38.~~38. "Off-~~P~~remises ~~S~~sign" means a sign relating, through its message and content, to an activity, business, use, product, or service which is not ~~available-located on~~ or otherwise directly associated with the premises on which the sign is erected.
- ~~34.~~39. "Permanent Sign" means a sign constructed of weather-resistant material and intended for permanent use and that does not otherwise meet the definition of "Temporary Sign."
- ~~35.~~40. "Pole sign" means any freestanding sign composed of a sign cabinet, backboard, frame, or base and the sign pole, or pylon by which it connects to the ground, ~~that does not meet the definition of "Monument Sign" or "Portable Sign."~~
- ~~36.~~36. "Political sign" means any sign which serves to influence, is intended to influence, or appears to be of the type which is commonly erected to influence an election or ballot proposition.
- ~~37.~~41. "Portable sign" means any sign not permanently attached to the ground or a permanent structure, or a sign designed to be transported. ~~moveable sign, such as a~~ Portable Signs include, but are not limited to, sandwich board signs A-frame signs, and advertising flags, ~~which is capable of being moved easily and is not permanently affixed to the ground or a structure or building.~~
- ~~42.~~42. "Premises" means the real property on which the business or other entity advertised by the sign or signs mentioned in this chapter is situated.
- ~~38.~~38. "Primary Building" means the primary or predominant building on a lot.
- ~~39.~~43. "Primary Sign" means the main sign for the business and may be either a free-standing sign or a wall sign.
- ~~40.~~44. "Projecting ~~S~~sign" means a sign which is attached to and projects ~~more from a structure, wall or building face further than six (6) inches from a building wall or other structure not specifically designed to support the sign. For the purposes of this chapter, a projecting sign includes signs affixed under an awning, canopy or marquee.~~
- ~~44.~~45. "Reader-board ~~S~~ign" means a sign or part that portion of a sign on which copy may be easily changed from time to time by manual/mechanical means or by lighting effects without reworking, repainting, or otherwise altering the physical composition of the sign.

~~42. "Real estate sign" means a portable or freestanding sign erected by the owner, or his/her agent, advertising the real estate upon which the sign is located for rent, lease or sale, or one directing to such property.~~

~~43-46. "Revolving Sign" means a sign which rotates or turns in motion in a circular pattern.~~

~~44-47. "Roof Sign" means a sign erected upon or above a roof of a building or structure or attached to the wall of a building or structure and extending above the roofline.~~

~~45-48. "Sandwich Board Sign"—See "Portable sign."~~

~~46-49. "Sign" means any device, fixture, object, painted surface, placard, banner, structure, or portion thereof, other than a flag or government symbol, which contains graphics, lights, symbols, and/or written copy designed, used, or displayed for the purpose of advertising, informing, identifying, attracting attention to, or promoting the interest of any person, institution, business, event, product, goods or service, advertising and which is visible from any a street, way, sidewalk, parking area, or right-of-way open to the public.~~

~~47-50. "Sign Area" means the entire area of a sign on which the copy is to be placed, including only one side of a multi-faced sign, provided that the copy on all sides of the sign is identical. Sign areas shall be calculated by measuring the area of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the advertising copy, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but Not including any supportive framework, bracing, architectural embellishments or decorative features or fences or walls which contain no written copy or other advertising and when any such fences or walls otherwise meet the requirements of this Title and are clearly incidental to the display itself. For multi-faced signs, if the copy on all sides of the sign is identical, the total sign area shall be calculated by measuring the entire area of only one sign face.~~

~~48-51. "Sign Face" means any surface of a sign upon which there is lettering or other advertising.~~

~~49-52. "Sign Height" means the vertical distance from grade to the highest point of a sign or any projection thereof.~~

~~50-53. "Sign Structure" means any structure which supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a pole or poles, or poles or may be an integral part of a building. Structures which perform a separate use, such as a telephone booth, bus shelter, recycling or used goods container, etc., shall not be considered a sign structure.~~

~~51-54. "Streamer" means an attention-attracting device consisting of two or more pennants, banners, balloons, ribbons, reflectors, fringes, or similar objects strung together on a common line, pole, or sign structure, or attached to one or more products offered for sale.~~

~~52. "Street" means a public or private way open to the general public including all classes of roadways excepting alleys and driveways and including major internal circulation corridors within parking lots.~~

Commented [KS14]: K & H suggest revision as shown.

~~53-55.~~ “Street ~~F~~frontage” means a side of a building which contains an entrance open for public use and which side also faces an abutting street.

~~54-56.~~ “Street ~~F~~frontage, ~~P~~primary” means the lineal length of the street frontage on which the main entry is located; provided that, in the event the main entry is located on a corner of the building or on a side other than a side which abuts a more heavily traveled street, primary street frontage shall be determined as if the main entry were on the side which abuts the more heavily traveled street.

~~55.~~ “Symbol sign” means ~~a projecting sign consisting exclusively of a symbol, picture or object which represents the specific products or services available on the premises, and which sign does not include any lettering, numerals or registered trademarks.~~

~~56-57.~~ “Temporary ~~S~~sign” means any sign ~~that is intended and designed to be displayed for a limited period of time including, without limitation, a sign that is not permanently mounted, painted, or otherwise affixed, excluding Portable Signs as defined by this chapter, including any poster, banner, placard, stake sign, or sign not placed in the ground with a means to provide permanent support and stability. Temporary Signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible plastics, foamcore board, vinyl canvas, and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Feather Signs and Sail Signs are not considered Temporary Signs, or advertising display constructed of cloth, canvas, light fabric, paper, cardboard, or other light materials, without frames, which is displayed for a limited time only. Residential yard signs and signs painted or adhered on window surfaces which are readily removed by washing shall also be considered temporary signs.~~

~~57-58.~~ “Trailer ~~S~~sign” means a sign used for advertising purposes mounted on a vehicle normally licensed by the state of Washington as a trailer.

~~58-59.~~ “Wall ~~S~~sign” means a sign which is attached, ~~painted onto, or erected~~ parallel to, and ~~extended not more than within~~ six (6) inches ~~from the façade or face of any building to which it is attached and of, a wall, which is supported throughout its entire length, with the exposed face of the sign parallel to the plane of said wall or façade, by and confined within the limits of such wall, and which displays only one sign surface.~~

59. “Window ~~S~~sign” means a sign ~~placed affixed to windows of a building upon the interior or exterior surface of a window,~~ or placed inside the window within three feet of the window, which faces the outside and which is intended to be seen primarily from the exterior.

19-33-030 Sign Permit Administration

A. Sign Permits Required. Except as exempted in subsection B of this section, ~~no Sign shall be erected, re-erected, attached, replaced, revised, structurally altered, or relocated by any person, firm, or corporation without a Sign Permit issued by the city.~~

B. Exemptions and Exceptions.

1. Exemptions. The following types of Signs and activities are exempt from regulation under this chapter:

- a. Regulatory, identification, or Directional Signs installed by, or at the direction of, a government entity;
- b. Signs required by law;
- c. Official public notices or official court notices;
- d. Postal Signs;
- e. Signs or displays not visible from streets, rights-of-way, sidewalks, or parking areas open to the public;
- f. The Flag of government or noncommercial institutions such as a school, provided that (1) such Flag does not exceed sixty (60) square feet in area, (2) such Flag shall not be flown from a pole the top of which exceeds forty (40) Feet in height, and (3) such Flag is flown in a manner that complies with all requirements of the United States Flag Code (4 U.S.C. 1);
- g. Point-of-purchase advertising displays, such as product dispensers or vending machines;
- h. "No trespassing," "no dumping," "no parking," "private," and other informational warning Signs which do not exceed six square feet in surface area;
- i. Reasonable seasonal decorations within the appropriate public holiday season, or civic festival season, provided that such displays shall be removed promptly at the end of the season;
- j. Historic site marker or plaques;
- k. Barber poles
- l. Address numbers mounted flush on the wall of a building;
- m. Lettering or symbols painted directly onto or flush-mounted magnetically onto a licensed and operable motor vehicle operating in the normal course of business;
- n. Repair, cleaning, repainting, or other normal maintenance activities, and other changes that do not alter the Sign Structure.

2. Exceptions – Signs Not Requiring Permits. The following types of Signs are not required to obtain a Sign Permit, but must be in conformance with all other requirements of this chapter and other applicable city ordinances:

- a. Portable Signs meeting the requirements of this chapter;
- b. Nonelectric Signs located in a residential zone not exceeding two square feet in Sign Area;

c. Incidental Signs:

d. Directional Signs not exceeding six square feet in Sign Area which direct vehicular and/or pedestrian traffic and which contain no advertising:

e. Sandwich Board Signs:

f. Temporary Signs:

g. Temporary Window Displays

3. Exemptions From Overall Permitted Sign Area Requirements. The following types of Signs shall not be included when calculating the total Sign Area of a site, pursuant to the maximum Sign Area limitations established by this chapter:

a. Incidental Signs:

b. Directional Signs:

c. Directory Signs Associated with a Multi-Business Complex:

d. Temporary Signs meeting the requirements of this chapter:

e. Temporary window displays and painted window signs:

f. Trailer Signs

g. Street numbering of buildings:

C. Sign Permit Application. Applications for Sign Permits shall be made to the ~~City Planner~~Community Development Director upon the permit form provided by the city. Such application shall require:

1. The name and title of the applicant;
2. The address and/or tax parcel number of the premises where the Sign is to be located;
3. The name and address of the Sign owner (if different than the record owner of the premises where the sign will be located);
4. The name and contact information of any contractors involved in the installation of the Sign;
5. A complete list describing each existing Sign on the premises, including the Sign type, Sign Area, location on the premises, and date installed;
6. A site plan showing the location of the premises, all buildings on the premises, and depicting both currently existing and proposed Signs;
7. A scale drawing of each proposed Sign or Sign revision, including the location, size, height, copy, structural and footing details, material specifications, colors, method of attachment, illumination, front and end views

of any Canopy Sign, and any other information required to ensure compliance with applicable laws; and

8. If the applicant is not the owner of the premises where the Sign is to be erected, written consent of the owner of the premises.

D. Design Review. All Permanent Signs subject to design review as provided in this chapter must obtain approval of the Design Review Board before a Sign Permit may be issued. This requirement applies to new Signs and replacement Signs.

E. Sign Permit Fees. Permit fees shall be in accordance with the current fee schedule adopted by resolution of the City Council.

F. Sign Permit Approval. Upon (1) approval of the proposed Sign by the Building Official and (where required) the Design Review Board, and (2) payment of the required permit fee, the ~~City Planner~~Community Development Director shall issue the Sign Permit. Sign Permits shall be numbered in the order of their issuance and shall disclose, at a minimum:

1. The type and description of the Sign(s) as described in this chapter;
2. The street address of the premises upon which the Sign will be installed;
3. The amount of the fee paid for the permit;
4. The date of issuance;
5. The name of the person or company installing the Sign;
6. The name of the Sign owner.

G. Variance.

1. The intent of this variance process is to provide design flexibility option that may not be possible through strict application of the Sign standards. This process may not be used to allow a Sign that is otherwise prohibited by this chapter. The Design Review Board shall have the authority to grant a variance from the requirements of this chapter in accordance with the following procedures and considerations:

1. The person seeking a variance, shall prepare and submit an application on forms provided by the ~~City Planner~~Community Development Director accompanied by a fee in the amount as adopted by the resolution of the City Council.
2. Upon receipt of an application, the ~~City Planner~~Community Development Director shall first review the application for completeness. If the application is incomplete, the ~~City Planner~~Community Development Director shall return it to the applicant and indicate the additional information needed to make the application complete within three business days of submittal.
3. Within thirty (30) days of receipt of a complete application, the Design Review Board shall make a preliminary determination of whether to

grant the application, grant the same under specified conditions, or to deny the variance. In making this determination, the Design Review Board may grant a variance only upon specific, written Findings of Fact setting forth and showing that at least five of the following conditions exist. Of the required conditions, at least three of the conditions must be those within the first four conditions listed below:

- i. Literal interpretation and strict application of the provisions and requirements of this chapter would cause either (a) undue hardship on the applicant because of unique or unusual conditions pertaining to the subject property; or (b) loss or substantial modification to a sign which has been found by the Design Review Board to contribute significantly to the historic Dutch theme.
 - ii. The unique or unusual conditions do not result from actions of the applicant or owner of the subject property.
 - iii. Granting the variance would not confer a special privilege to the subject property that is denied to other similarly situated properties.
 - iv. Granting the variance would not be materially detrimental to the property owners in the vicinity or to the traveling public.
 - v. Granting the variance would not be contrary to the objects of this chapter relating to the placement of Signs and the reduction of clutter.
 - vi. Granting the variance would be in harmony with the purpose and intent of this chapter and would not diminish the effect of this chapter in furthering these purposes.
 - vii. Size and shape of the Sign must be in proportion to the bulk of the building.
 - viii. The Sign should conform to the size and shape of Signs in the surrounding area.
 - ix. A variance for a franchise Sign must provide proof of the franchise requirement, in the form of the franchise agreement.
4. In granting any variance, the Design Review Board may attach thereto such conditions regarding the location, character, and other features of the proposed Sign as they may deem necessary to carry out the spirit and purpose of this chapter in the public interest.
 5. Within five (5) days of the making of the preliminary determination, the Proponent shall cause to be mailed, by certified mail, a notice of the determination to the owner or reputed owner of the properties within 300 feet of the subject property, or 500 feet if the property is located within the CSR, ID or IBZ zones, as shown by the property tax records of the Whatcom County Assessor, and by posting notice in a

conspicuous place on the subject property and at the Lynden City Hall. The notice shall identify the applicant, the street address or legal description of the subject property, the variance requested, the Design Review Board's preliminary determination and where the application and findings may be inspected and shall indicate that written comments or objections will be received and considered by the ~~City Planner~~Community Development Director for a period of ten (10) days following the date of mailing. Receipts, or copies of the receipts, for this certified mailing must be delivered to the ~~City Planner~~Community Development Director no later than the first day of the 10-day comment period.

6. Within five (5) days of expiration of the comment period, the Chair of the Design Review Board shall consider any comments or objections made and render a final decision. The ~~City Planner~~Community Development Director shall cause to be mailed notice of the final decision to the applicant and to each person from whom written comments or objections to the preliminary determination have been received. Such decision shall be final and binding unless appealed in writing to the City Council within fifteen (15) days of the date of mailing of the ~~City Planner~~Community Development Director's final decision. Any person may file such an appeal by letter addressed to the City Council, accompanied by an appeal filing fee in the amount of \$100.
7. In the event of an appeal, the City Council will review the reasons and information set forth in the letter of appeal; the findings, conclusions, and decision of Design Review Board, together with any written material submitted by the ~~City Planner~~Community Development Director; and may take public comment. The City Council shall affirm the decision of the Design Review Board unless it finds the decision to be clearly erroneous, or arbitrary and capricious, or contrary to law, in which case the Council may modify the decision or any conditions in connection therewith or remand the same to the Design Review Board.
8. The decision of the City Council shall constitute the final decision of the city.

H. Administrative Guidelines. The ~~Planning Director~~Community Development Director is authorized to promulgate administrative guidelines and materials to illustrate the requirements of this chapter or to provide examples of Signs that are permitted or prohibited by this chapter. Such guidelines and materials may be revised periodically at the discretion of the ~~Planning Director~~Community Development Director.

9.33.035 Prohibited Signs. The following Signs are prohibited within the city:

- A. Abandoned signs;
- B. Bench Signs on, or within thirty (30) feet of a public right-of-way;

- C. New billboards. Existing billboards will be considered non-conforming and may not be reconstructed, replaced, or relocated;
- D. Commercial Off-Premises Signs;
- E. Roof-mounted Signs, including any Signs painted directly on the roof surface;
- F. Signs or Sign Structures which by coloring, shape, design, or location resemble or conflict with traffic control signs or devices;
- G. Signs that create a safety hazard for pedestrian or vehicular traffic, as determined by the ~~Planning Director~~Community Development Director;
- H. Signs with flashing, rotating, or blinking lights. This category includes Signs with a changing light intensity or brightness, or which are so constructed and operated as to create an appearance or illusion of motion or animation;
- I. Signs attached to public property without the permission of the government agency owning the same, including, without limitation: trees, utility poles, and street lights;
- J. Signs within the public right of way, except permitted Canopy Signs, Marquees, and Projecting Signs;
- K. Privately installed Signs that are placed within or restrict the use or activity of any public right-of-way without permission from the city;
- L. Signs placed on vehicles or trailers which are parked or located for the primary purpose of displaying said Sign (however, this provision does not apply to (1) signs or lettering on buses, taxis, or vehicles operating during the normal course of business, or (2) vehicles which are advertising themselves for sale);
- M. Signs in city-designated buffer zones or greenbelt areas (however, this provision does not apply ~~to~~ park and/or trail information signs);
- N. Streamers or inflatable objects, except for special events provided that they (1) are removed within twenty-four (24) hours of the event, (2) conform to the temporary sign requirements, and (3) are located outside the Historic Business District;
- O. Laser lights; and
- P. Any Sign contrary to the provisions of this chapter.

Commented [LP15]: Do we want to create a process for permitting other signs within a public right of way? See my email on the topic.

19.33.040 General provisions. The following provisions shall apply to all zoning districts and to all ~~s~~signs regulated by this chapter, subject however to the specific regulations in each zoning district:

- A. No ~~S~~sign shall be erected, caused to be erected, or allowed to remain erected except in compliance with all the regulations established in this chapter. No owner or lessee of any real property located within the corporate limits of the City of Lynden shall knowingly allow any ~~S~~sign to be erected on any such property in violation of the provisions of this chapter. No person shall take any action intending to, or having the effect of, circumventing the purpose and intent of this chapter.
- B. Sign Owner Responsibility. By installing any Sign in the City of Lynden, whether or not a permit is required for said Sign, the owner of the Sign acknowledges

responsibility for compliance with this chapter, for the safety of the Sign, and for any and all damage to property or injury to person resulting from the Sign.

C. Maintenance. All Signs and components thereof must be maintained in good repair and in a safe, neat, clean, and attractive condition. The owner of the premises upon which a Sign is located shall be responsible for Sign maintenance.

A-D. Abandoned Signs – Hazardous Signs. Abandoned Signs shall be removed by the owner or lessee of the premises upon which the Sign is located within sixty (60) days of abandonment. Signs which constitute a safety hazard to the public as determined by the Building Official shall be removed or made safe immediately.

B. Design Elements. All permanent signs subject to design review as provided in this chapter must obtain approval of the DRB before a sign permit may be issued. This includes all replacement signs.

C-E. Design elements include the following: sandblasting, hand carving, dimensional graphic arts, masonry materials, wood, border accents, stained glass, glass, stained glass, hardwood, wrought iron, steel brackets, outlining, lighting, Dutch character or graphics, lettering style, 3 or more colors, murals, gold leaf, tile, frames and shadows, shadowing, hand lettering, landscaping, character reflective of business. When reviewing signs, the Design Review Board shall consider the relationship of the design elements to one another in the design of the sign.

D-F. Safe and Secure Installation. Signs, Ssign Sstructures and bracing systems shall be designed and constructed to meet all requirements of the Uniform Building Code and the Lynden Municipal Code. All electrified signs shall be designed, installed and inspected in conformance with the National Electrical Code.

E-G. Clearance and Sight Distance. Marquees, Ceanopy Ssigns or Pprojecting Ssigns which project over areas where motor trucks may be required to pass beneath them shall maintain a minimum vertical clearance of fifteen feet. No Mmarquee, Ceanopy Ssign or Pprojecting Ssign may project closer than two feet from the curb line of the street. All Mmarquees, and Ceanopy Ssigns and Pprojecting Ssigns must maintain a minimum of eight feet of vertical clearance over pedestrian ways. Freestanding and portable signs may not be placed within the clear vision triangle at the intersection of any streets, alleys, or driveways. This triangle is defined in Title 17.

F-H. Light and Glare from Signs. The light source for Ssigns which are illuminated by indirect Llighting shall be no farther away from the Ssign than the height of the Ssign and shall be shielded so that direct rays from the light are visible only on the lot where the Ssign is located and in such a manner that hazardous glare to motorists or pedestrians will not occur.

19.33.050 Residential Districts (All RS and RM zones). In addition to the other applicable provisions of this chapter, the following regulations also apply in each residential zoning district (All RS and RM zones):

A. Total allowable Sign Area.

1. Each ~~residential building~~ detached residence is allowed one permanent, wall-mounted identification Sign, which ~~per street frontage and one temporary yard sign and each such sign~~ may not exceed four (4) square feet in Sign Area. No Sign Permit is required for ~~either this identification sign.~~
2. Each ~~complex consisting of more than multifamily complex over four attached residential~~ live units in size, or subdivision in residential zones is allowed ~~permitted~~ twenty-four (24) square feet of total Sign Area. Exception: ~~Signs~~ Total Sign Area for residences within a Planned Residential Development will be determined by the Development Contract.
- ~~3. Home occupations are allowed one wall-mounted sign not to exceed six (6) square feet in sign area which must be unlighted or have indirect lighting.~~
- ~~4. Government buildings, schools and churches~~ Houses of worship are allowed one identification sign not to exceed twenty four (24) square feet, one Readerboard Signs within a RM or RS zone must permanent reader board sign not to exceed sixteen (16) square feet in Sign Area. If a Readerboard Sign is incorporated into a larger Sign Structure, total Sign Area must not exceed ~~for a total of forty (40) square feet. The reader board must be incorporated in the main sign structure. No product or company name, product symbol or product slogan may be included in the sign face of any freestanding sign.~~

B. Maximum sign height within a RM or RS Zone is five (5) feet. ~~For government buildings, schools and church~~ House of worships, the maximum height will be decided through a conditional use permit approved by the Design Review Board imposing the minimum standards of the CSL zone.

C. Freestanding signs.

1. Permanent Freestanding Signs within a RM or RS Zone must be either (1) Monument Signs, or (2) Pole Signs mounted on two poles placed at the outermost sides of the Sign Face. Permanent Freestanding Signs and must be approved by the Design Review Board. The Design Review Board may, upon review of the sign design, approve one Pole Signs.
- ~~2. All freestanding signs shall have a landscaped area at the base of the sign at least twice the size of the sign area.~~
- ~~3. Temporary yard signs may be displayed for up to fifteen (15) days and may be mounted on a single pole or stake.~~
Exceptions:
 - a) Garage or rummage sale signs pursuant to Article IV, Special Category Signs.
 - b) Real estate and political signs pursuant to Section 19.33.070.
- ~~4. Freestanding signs must be setback at least five (5) feet inside property lines.~~

Commented [LP16]: The current code does not establish an overall maximum sign area, only maximums for certain types of signs. Is the intent to only allow the types of signs listed below? If so, let's reframe this provision accordingly.

Commented [KS17R16]: This is meant to regulate the entire sign not just the area.

Commented [LP18]: I was not clear on this: do Pole Signs need DRB approval, or both Monument Signs and Pole Signs?

Commented [LP19]: See new section below re: temporary signs.

Commented [KS20R19]: Yes.

~~25. No other pole signs, portable, sandwich board, sidewalk or other freestanding signs including, but not limited to, Monument Signs, Pole Signs, or Portable Signs, are permitted within a RM or RS zone. allowed.~~

~~D. Off-Premises Signs are not permitted within a RM or RS zone. Exception: Signs authorized to be erected off-premises pursuant to Section 19.33.90, Special Category Signs and those sandwich board signs approved under Section 19.33.070.~~

~~E. Illuminated signs. Only indirect lighting may be used to illuminate a sign permitted within a RM or RS zone, except for Readerboard Signs these signs permitted pursuant to in Section A(34) above.~~

19.33.055 Historic Business District. In addition to the regulations under Section 19.33.060, the following sign regulations shall apply within the HBD zoning district.

~~A. Sign Graphics. It is encouraged that all signs within the HBD contain elements related to the Dutch Theme and/or Dutch wording.~~

~~B. Tour assembly signs. Each business which has been authorized by the city to conduct public tours within the public rights-of-way may, if such business does not have business premises within the historic district, place one portable sandwich board sign on the sidewalk at a location and in a manner approved by the City Planner. The business owner shall also obtain and submit to the City Planner written permission of the owner of the property immediately abutting the location of the proposed sign, and shall also submit proof of liability insurance naming the City of Lynden as an additional insured. The City Administrator shall approve the amount and policy provisions of such liability insurance. The sign area of such sign shall not exceed six (6) square feet per sign face and such sign area shall not be included in the allowable sign area of the abutting property.~~

~~BC. Kiosks. The City Planner/Community Development Director is hereby authorized to permit erection of kiosks by the City of Lynden or by one or more non-profit community organizations representing a large number of retail businesses. Such kiosks must be shown to provide community bulletin board services of broad public interest. No more than one such kiosk may be placed within the Historic Business District, or any other commercial district.~~

~~CD. Off premise directional signs. One off premise directional sign may be permitted per business within the historical business district. Signs are limited to a maximum of sixteen square feet. These signs shall not be freestanding signs and must be mounted on a building within the historic business district. Only one such sign may be mounted per building side and may not exceed the total sign square footage permitted for the building.~~

~~DE. Prohibited signs. In addition to those signs listed as prohibited in Section 19.33.080, off-premises real estate signs and portable readerboards are not permitted in the Historic Business District, except those readerboards associated with a community theater.~~

Commented [LP21]: If these regulations are in addition to those listed in 19.33.060, I would move this provision below .060, rather than before it.

Commented [KS22R21]: Shift remaining items to 19.33.060

Commented [LP23R21]: Done.

Commented [LP24]: Does this provision get utilized? We likely cannot regulate tour assembly signs specifically.

Commented [KS25R24]: Delete

Commented [LP26]: I ended up deleting this section as well, as we can't authorize only permit certain nonprofits to have kiosks. Let me know if this presents any issues and, if so, we can brainstorm some other options.

Commented [LP27]: We likely cannot create a special exemption for community theaters. How problematic will removing this provision be?

Commented [KS28R27]: The sign is existing and located at the only theatre in town.

19.33.060 Historic Business, Commercial Business, and Public Use Districts (HBD, CSL, and PU Zones).

In addition to the other applicable provisions of this chapter, the following regulations also apply in the historic business, commercial services, and public use zoning districts (HBD, CSL, and PU Zones):

A. Total allowable ~~Sign Area~~ is determined as follows:

1. One and one half square foot of ~~Sign Area~~ for each lineal foot of primary street frontage of the ~~Primary Building~~. In the event a building is located on a corner lot, an additional three quarter (0.75) square foot per lineal foot of primary street frontage may be included in the total allowable ~~Sign Area~~. Businesses with alley frontage may have additional ~~Sign~~ square footage based on one square foot per each lineal foot of alley frontage. This ~~Sign~~ allowance must be used on the alley front of the building. Within the total allowable ~~Sign Area~~ determined above, the total area of ~~Signs~~ attached to any given wall shall not exceed 150 square feet.
- ~~2. Each multiple business complex or multiple tenant building is allowed one sign per street frontage as a directory sign. The square footage allowance for each directory sign is equal to thirty-two (32) square feet plus an additional six (6) square feet per business to a maximum of eighty (80) square feet. The width of the sign face may not exceed ten (10) feet. Sign area for each business within a multi-business complex or multiple tenant building is determined by the frontage each business has on the street or primary customer access, including major internal circulation corridors within parking lots. If the business is internal to the building and has no primary street frontage or access, the maximum wall sign allowed is 8 square feet total.~~
- ~~3. Tenant signage in multiple tenant buildings may not exceed their percentage of building square footage times the total allowable signage square footage. Each multiple tenant building is allowed one (1) directory sign not to exceed forty-eight (48) square feet. Tenant signs must be mounted below the primary sign and may not be roof mounted.~~
- ~~4. Twenty (20) square feet for an outdoor business which operates without building.~~
- ~~5. Government buildings, schools and church Houses of worshipes are allowed one identification sign not to exceed thirty-six (36) square feet and one permanent reader board sign not to exceed twenty-four (24) square feet for a total of sixty (60) square feet. The reader board must be incorporated in the main sign structure. No product or company name, product symbol or product slogan may be included in the sign face of any freestanding sign. The total allowable Sign Area includes all types of Signs on all sides and all stories of the building or premises.~~
- ~~6. Includes all types of signs on all sides and all stories of the building or premises. Exceptions: parking lot identification signs, symbols, menu boards, commemorative plaques, incidental signs, window sign lettering less than six (6) inches in height, mural signs approved pursuant to subsection 19.33.050(I), motor fuel price signs erected pursuant to subsection (G) below, monument signs erected as a directory sign for a multiple business complex~~

Commented [KS29]: Proposed language. Lets discuss.

Commented [LP30R29]: Moved to 19.33.090 below.

Commented [KS31]: Propose to combine above.

~~pursuant to subsection (G) (2) below, service club signs authorized pursuant to Section 19.33.090, and signs listed as exempt in Section 19.33.070 are not included in the determination of allowable sign area.~~

B. Maximum Sign Height is as follows:

1. Freestanding signs: seventeen feet within a CSL or PU Zone, or; seven feet within the HBD Zone~~historic business district~~, but in no event may signs extend higher than the nearby surface of the roof of the building.
2. Canopy ~~S~~signs or ~~S~~signs mounted on a ~~M~~marquee may not extend higher than the highest roof surface of the ~~C~~canopy or ~~M~~marquee, but in no event may extend higher than the nearby roof surface of the building or the cornice line ~~within the historic business district~~.
3. Five (5) feet for a ~~M~~monument ~~S~~sign of a single-business ~~or multiple-tenant building, and~~. Five (5) feet plus one foot per each separate business advertised on a ~~M~~monument ~~D~~irectory ~~S~~sign of a ~~M~~multiple-~~B~~business ~~C~~omplex, to a maximum of seventeen (17) feet.

Commented [LP32]: Are the exceptions listed in the revised 19.33.030 above sufficient?

Commented [KS33R32]: Yes, remove.

C. Wall signs

1. ~~Within the total allowable sign area determined in subsection (A), the total area of signs attached to any given wall shall not exceed one hundred fifty (150) square feet.~~

Commented [KS34]: Moved to A above.

D. Illuminated Signs.

1. All ~~S~~signs may be illuminated by indirect or internal lighting methods. For those ~~S~~signs that are illuminated by an internal lighting source, it is encouraged that the ~~S~~sign ~~F~~face be opaque and only the copy and logos illuminate.

E. Projecting Signs are subject to the following additional regulations:

1. No larger than thirty-two (32) square feet per side.
2. May project no more than ~~four-six (46)~~ feet from the building. See LMC 19.23.070 if projecting into the right-of-way.
3. Minimum clearance of eight (8) feet must be maintained above the sidewalk and six (6) inches from the vertical wall.
4. Only one ~~P~~projecting ~~S~~sign, including symbol signs, is allowed for each ~~M~~main ~~E~~entry.

F. Permanent Window Signs.

~~Permanent window signs~~ ~~signage~~ shall not ~~have temporary lettering~~ cover more than 30% of the windowpane in the HBD and no more than 50% in all other commercial zones.

Commented [KS35]: New language

G. Freestanding Signs in CSL and PU zones.

1. Each single-business ~~or multiple-tenant building~~ shall be allowed one ~~F~~freestanding ~~S~~sign not to exceed a ~~S~~sign ~~A~~area of- eighty (80) square feet.
2. ~~Each multiple-business complex or multiple-tenant building is allowed one sign per street frontage for a directory sign. The sign area of such directory sign is not to exceed thirty two (32) square feet plus six (6) square feet per~~

~~separate business advertised to a maximum of eighty (80) square feet.
Directory signs may not exceed ten feet in width.~~

Commented [LP36]: Moved to 19.33.090 below

~~3-2.~~ Monument ~~S~~signs must be set back from property lines a distance of one foot for each one foot of sign height in excess of five (5) feet.

~~4-3.~~ Exception: The ~~City Planner~~Community Development Director is authorized to permit alternate ~~M~~monument ~~S~~sign placement as part of a streetscape improvement project in conformance with any public streetscape improvement plan and planned unit development.

~~5-4.~~ Permanent ~~F~~reestanding ~~S~~signs shall have a landscaped area at the base of the ~~S~~sign at least twice the size of the ~~S~~sign ~~A~~area. All required landscaping must be contiguous to the ~~S~~sign; however, it is not required that the ~~S~~sign be centered in the landscaping or that the shape of the landscaped area is consistent with the shape of the ~~S~~sign.

~~6-5.~~ No other ~~P~~pole ~~S~~signs, ~~P~~portable ~~S~~signs, ~~Sandwich Board Signs~~, sidewalk or other ~~F~~reestanding ~~S~~signs are allowed, unless expressly authorized herein.

~~7-6.~~ All ~~S~~signs must be setback a minimum of five (5) feet from the property line.

H. Freestanding ~~S~~signs within the HBD

1. Monument ~~S~~signs shall be no more than twelve (12) square feet in ~~S~~sign ~~A~~area per side.
2. Pole ~~S~~signs are permitted only if mounted on two poles placed at the outermost sides of the ~~S~~sign ~~F~~face.
3. Sandwich ~~B~~board ~~S~~signs may be placed upon a public or private sidewalk subject to ~~approval of the Design Review Board and~~ the following restrictions and requirements:
 - a) Written permission must be obtained from the owner of the property in front of which the ~~S~~sign is to be placed.
 - b) Signs may be placed near markings separating parking spaces, but not within a crosswalk and not closer than fifteen (15) feet from the intersection of the extension of the curb lines (edge of curbs on the vehicular traffic side) of each intersecting street or from another ~~S~~sandwich ~~B~~board ~~S~~sign.
 - c) Maximum ~~S~~sign ~~A~~area is eight (8) square feet per ~~S~~sign ~~F~~face; maximum ~~S~~sign width is thirty (30) inches; maximum ~~S~~sign height is four (4) feet; minimum ~~S~~sign height is thirty (30) inches. A ~~S~~sign may be higher than four feet in height if the width is less than twenty-four inches for the upper fifteen inches of the ~~S~~sign, and the design is approved by the Design Review Board.
 - d) Signs must be placed no further than three (3) feet from the building line. Exception: Signs may be placed within twelve (12) inches of the curb line wherever parking is prohibited in the adjacent street.
 - e) Signs may not be placed closer than twelve (12) inches from any tree grate or other planting.
 - f) The ~~S~~sign ~~A~~area of each ~~S~~sandwich ~~B~~board ~~S~~sign shall be included in the total allowable ~~S~~sign ~~A~~area calculated pursuant to subsection (A) of this section for the premises in which the business advertised is located.
~~Exception: The sign area of tour assembly signs erected pursuant to~~

~~subsection (H) of this section shall not be included in the sign-area calculation of any building.~~

- g) Continuous proof of liability insurance must be provided naming the City of Lynden as additional insured in amount and policy provisions as approved by the Clerk-Treasurer of the City when the Sign is placed within the public right-of-way.
- h) Each Sign must be of sound construction and designed to the satisfaction of the Building Official to withstand high winds.
- i) No more than one Ssandwich Board Sign may be erected for each business. Each Ssandwich Board Sign must be within 15 feet of the Main Entrance of the business or Multi-Business Complex tenant building.
- ~~j) All sandwich board signs must include at least three design elements from the adopted design criteria and should be of a Dutch character, or be reflective of the business.~~
- 4. No other Ppole Signs, Portable Signs, Ssandwich Board Signs, sidewalk or other Freestanding Signs are allowed, unless expressly authorized herein.
- 5. Subdued, Indirect Lighting of Signs is encouraged.
- I. Reader-board Signs are included in the total square footage calculation and may not exceed 75 percent of the Sign Area for the sign or thirty (30) square feet, which ever is less. Electronic Rreader-boards Signs are permitted as part of the total allowable square footage for Rreader-board Signs as noted above
- J. Sign Graphics within the HBD. It is encouraged that all Signs within the HBD contain elements related to the Dutch Theme and/or Dutch wording.
- K. Off-Premises Directional Signs within the HBD. One Off-Premises Directional Sign may be permitted per business within the Historical Business District. Off-Premises Directional Signs are limited to a maximum Sign Area of sixteen square feet. These Off-Premises Directional Signs shall not be Freestanding Signs and must be mounted on a building within the Historic Business District. Only one such Off-Premises Directional Sign may be mounted per building side and may not exceed the total Sign Area permitted for the building.
- L. Portable Readerboard Signs within the HDB. New portable Readerboard Signs installed after this code provision are prohibited within the HBD, CSL, and PU zones.
- J. Exceptions:
 - ~~1. In addition to the sign area allowed pursuant to subsection (A), above, any business selling motor fuel to the public may have one permanently mounted motor fuel price sign not to exceed eighteen (18) square feet per sign face. If such sign is incorporated as part of the monument sign allowed pursuant to this section, the allowable height of such monument sign may be increased by four (4) feet.~~
 - 2. The City Planner Community Development Director is authorized to permit one permanently mounted reader board sign for community event

Commented [LP37]: Does this actually get implemented / enforced?

Commented [KS38R37]: No. Lets discuss removing this item.

Commented [LP39R37]: Moved to "no permit required" exemption category above.

Commented [LP40]: Either exempt fuel price signs in .030 above, or incorporate specific requirements related to fuel price signs below.

Commented [KS41R40]: Maximum height should be established. I recommend 5-feet.

Commented [LP42R40]: Moved to 19.33.090 below.

~~announcements on premises owned by the city or a non-profit organization under contract with the city. Such sign may not exceed a sign area of fifty (50) square feet per sign face.~~

~~3. Portable reader board signs are not permitted.~~

Commented [LP43]: Readerboard Signs are now authorized pursuant to subsection (I) above. We can increase the maximum sign area there to 50 square feet if need be.

Commented [LP44]: Combined into the new subsection (L) above, which includes the provision formerly in the standalone HBD section.

19.33.063 Regional Commercial Services (CSR). In addition to the other applicable provisions of this chapter, the following regulations also apply in each commercial business and public use zoning district (**CSR Zone**):

A. Total allowable ~~Sign Area~~ is determined as follows:

1. Two and one half (2.5) square feet of ~~Sign Area~~ for each lineal foot of primary street frontage. In the event a building is located on a corner lot, an additional one and one quarter (1.25) square feet per lineal foot of primary street frontage may be included in the total allowable ~~Sign Area~~. The maximum size of any one ~~Sign~~ cannot exceed one hundred fifty (150) square feet.

~~2. Each multiple business complex or multiple tenant building is allowed one sign per street frontage as a directory sign. The square footage allowance for each directory sign is equal to thirty-two (32) square feet plus an additional six (6) square feet per business to a maximum of eighty (80) square feet. The width of the sign face may not exceed ten (10) feet. Sign area for each business within a multi-business complex or multiple tenant building is determined by the frontage each business has on the street or primary customer access, including major internal circulation corridors within parking lots, and is subject to the same restrictions as in A. 1. above. If the business is internal to the building and has no primary street frontage or access, the maximum wall sign allowed is 8 square feet total.~~

Commented [KS45]: Proposed new language

Commented [LP46R45]: Moved to 19.33.090 below.

~~3. Tenant signage in a multiple-tenant building cannot exceed their percentage of building square footage times the total allowable signage square footage. Each multiple-tenant building is allowed one (1) directory sign not to exceed forty-eight (48) square feet. Tenant signs must be mounted below the primary sign if a primary sign is present and may not be roof mounted.~~

~~24. Twenty (20) square feet for an outdoor business which operates without a building.~~

~~35. Government buildings, schools and ~~church~~Houses of worships are allowed one identification ~~Sign~~ not to exceed thirty-six (36) square feet and one permanent reader board sign not to exceed twenty-four (24) square feet for a total of sixty (60) square feet. The reader board must be incorporated in the main sign structure. No product or company name, product symbol or product slogan may be included in the ~~Sign~~ ~~Face~~ of any ~~Freestanding~~ ~~Sign~~.~~

~~46. The total allowable Sign Area includes all types of Signs on all sides and all stories of the building or premises. Includes all types of signs on all sides and all stories of the building or premises. Exceptions: parking lot identification signs, symbol signs, menu board signs, commemorative plaques, incidental signs, window sign lettering less than six (6) inches in height, mural signs approved pursuant to subsection 19.33.050(I), motor fuel price signs erected~~

~~pursuant to subsection (I) below, monument signs erected as a directory sign for a multiple-business complex pursuant to subsection (F) (2) below, service club signs authorized pursuant to Section 19.33.090, and signs listed as exempt in Section 19.33.070 are not included in the determination of allowable sign area.~~

Commented [LP47]: Are the exceptions listed in .030 above sufficient?

Commented [KS48R47]: Yes, remove.

B. Maximum ~~S~~ign ~~H~~eight is as follows:

1. Signs are limited to twenty-five (25) feet in height. If the ~~S~~ign is located at least one hundred (100) feet, but no more than three hundred (300) feet, from the right-of-way of a state highway, the ~~S~~ign may be thirty-five (35) feet in height.
2. Canopy ~~S~~igns or ~~S~~igns mounted on a ~~M~~arquee may not extend higher than the highest roof surface of the ~~C~~anopy or ~~M~~arquee. Roof ~~S~~igns are not allowed.
3. Five (5) feet for a ~~M~~onument ~~S~~ign of a single-business-~~or multiple-tenant building.~~
4. Five (5) feet plus one foot per each separate business advertised on a ~~M~~onument ~~D~~irectory ~~S~~ign of a ~~M~~ultiple-Business~~business~~ ~~C~~omplex to a maximum of seventeen (17) feet.

~~C. Wall signs~~

- ~~1. Within the total allowable sign area determined in subsection (A), the total area of signs attached to any given wall shall not exceed one hundred fifty (150) square feet.~~

D. Projecting ~~S~~igns are subject to the following additional regulations:

1. Not larger than ~~thirty-two~~thirty-two (32) square feet per side.
2. May project no more than ~~six~~four (46) feet from the building. See LMC 19.23.070 if projecting into the right-of-way.
3. Minimum clearance of eight (8) feet must be maintained above the sidewalk and six (6) inches from the vertical wall.
4. Only one ~~P~~rojecting ~~S~~ign, including symbol ~~S~~igns, is allowed for each ~~M~~ain ~~E~~ntry.

E. ~~Permanent~~ Window ~~S~~igns.

~~Permanent w~~Window ~~S~~igns in the CSR zone~~signs shall not have temporary lettering signage shall not cover more than 50% of the windowpane. in the CSR zone.~~

F. Freestanding ~~S~~igns.

1. Each single-business-~~or multi-tenant building~~ shall be allowed a maximum of one (1) sign per sixty (60) feet of frontage. Minimum distance between ~~S~~igns is sixty (60) feet. Freestanding ~~S~~igns are not to exceed one hundred fifty (150) square feet. If more than one ~~F~~reestanding ~~S~~ign is requested, the maximum ~~S~~ign ~~A~~size is one hundred (100) square feet and each of the ~~S~~igns must be of equal size and shape. ~~The total number of Combined, the Freestanding~~ ~~S~~igns may not exceed the total ~~Sign Area~~square footage allowed in 19.33.063(A) above.

2. Each ~~M~~multiple-B~~b~~usiness ~~C~~omplex is allowed one Freestanding Sign per street frontage for a Directory Sign. The Sign Area of such Directory Sign is not to exceed thirty-two (32) square feet plus six (6) square feet per separate business advertised to a maximum of eighty (80) square feet. Such Directory Signs may not exceed ten feet in width.
 - ~~3. Monument signs must be set back from property lines a distance of one foot for each one foot of sign height in excess of five (5) feet. Signs must be setback a minimum of five (5) feet.~~
 - ~~4.3.~~ Exception: The City PlannerCommunity Development Director is authorized to permit alternate Monument Sign placement as part of a streetscape improvement project in conformance with any streetscape improvement plan and planned unit development.
 - ~~5.4.~~ Permanent Freestanding Signs shall have a landscaped area at the base of the Sign at least twice the size of the Sign Area. All required landscaping must be contiguous to the Sign; however, it is not required that the Sign be centered in the landscaping or that the shape of the landscaped are-a is consistent with the shape of the Sign.
 - ~~6.5.~~ No other Pole Signs, Portable Signs, Sandwich Board Signs, sidewalk or other Freestanding Signs are allowed, unless expressly authorized herein.
 - ~~7. All signs must be setback a minimum of five (5) feet from the property line.~~
- G. Reader-board Signs are included in the total square footage calculation and may not exceed 75 percent of the Sign Area for the Sign or thirty (36) square feet, which ever is less. Electronic Rreader-board Signs are permitted as part of the total allowable Sign Area square footage for Rreader-board Signs as noted above. Portable Readerboard Signs are not permitted.
- I. Exceptions:
- ~~1. In addition to the sign area allowed pursuant to subsection (A), above, any business selling motor fuel to the public may have one permanently mounted motor fuel price sign not to exceed eighteen (18) square feet per sign face. If such sign is incorporated as part of the monument sign allowed pursuant to this section, the allowable height of such monument sign may be increased by four (4) feet.~~
 - ~~2. The City Planner~~Community Development Director ~~is authorized to permit one permanently mounted reader board sign for community event announcements on premises owned by the city or a non-profit organization under contract with the city. Such sign may not exceed 25% of the sign face of the permitted sign.~~
- J. ~~Portable reader board signs are not permitted.~~

Commented [LP49]: Move to development standards for freestanding signs in all zones provision below.

Commented [KS50R49]: okay

Commented [LP51]: See comment above re: fuel signs.

Commented [KS52R51]: Should have a height limit. I recommend 5-feet max.

Commented [LP53R51]: Moved to 19.33.090 below.

19.33.065 Industrial Districts (ID & IBZ). In addition to the other applicable provisions of this chapter, the following regulations also apply in each industrial zoning district (ID and IBZ Zones):

- A. Total allowable Sign Area is determined as follows:
 1. One and one half square foot of Sign Area for each lineal foot of primary street frontage of the primary building. In the event a building is located on a

corner lot, Ssign Aarea equal to one half the allowable Ssign Aarea for the primary frontage may be included in the total allowable Ssign Aarea. No one Ssign may exceed 150 square feet in size.

2. ~~But, each separate business in a multiple-tenant building or industrial park complex shall be allowed at least thirty-two (32) square feet of sign area, but no more than sixty-four (64) square feet.~~
3. ~~Each multiple-tenant building is allowed an additional six (6) square feet for a directory sign.~~
24. Government buildings, schools, and ~~church~~Houses of worshipes are allowed one Identification Ssign not to exceed thirty-six (36) square feet ~~and one permanent reader board sign not to exceed twenty-four (24) square feet for a total of sixty (60) square feet. The reader board must be incorporated in the main sign structure.~~ No product or company name, product symbol or product slogan may be included in the Ssign Fface of any Freestanding Ssign.
35. ~~The total allowable Sign Area includes all types of Signs on all sides and all stories of the building or premises. Includes all types of signs on all sides and all stories of the building or premises.~~
6. ~~Reader board signs are included in the total square footage calculation and may not exceed 75 percent of the sign area for the sign or thirty (36) square feet, which ever/whichever is less.~~

Commented [LP54]: Moved to 19.33.090 below.

Exceptions: Parking lot Identification Ssigns, Incidental Ssigns, Monument Ssigns, and Window Ssign letters less than six (6) inches in height, and signs listed as exempt in Section 19.33.070 are not included in determining allowable Ssign Aarea.

B. Maximum Ssign Hheight is as follows:

1. Five (5) feet for Monument Ssigns, plus one foot for each separate business advertised on the Ssign, but no higher than ten (10) feet.
2. Seventeen (17) feet for other Freestanding Ssigns.
3. Signs may not extend above the roof line. No Roof Ssigns ~~are will be~~ permitted.

C. Projecting Ssigns are subject to the following additional regulations:

1. No larger than thirty-two (32) square feet per side.
2. May project no more than ~~sixfour~~ (46) feet from the building. See LMC 19.23.070 if projecting into the right-of-way.
3. Minimum clearance of eight (8) feet must be maintained above the sidewalk and six (6) inches from the vertical wall.
4. Only one Projecting Ssign, including symbol Ssigns, is allowed for each Main Eentry.

D. Window ~~signage~~Signs ~~may not include temporary lettering shall not cover more than 50% of the windowpane in all industrial zones.~~

E. Freestanding Ssigns.

1. Each single-business ~~or multiple-tenant building~~ shall be allowed one Freestanding Ssign not to exceed a Ssign Aarea of ~~eighty~~ (80) square feet. Monument Ssigns are encouraged.

2. Each ~~Multimultiple-B~~business ~~C~~omplex is allowed one ~~M~~onument ~~S~~ign per street frontage for a ~~D~~irectory ~~S~~ign. The ~~S~~ign ~~A~~rea of each such ~~D~~irectory ~~S~~ign shall not exceed thirty-two (32) square feet plus six (6) square feet per separate business advertised, but not larger than sixty-four (64) square feet.
3. ~~Permanent freestanding signs shall have a landscaped area at the base of the sign at least equal to the size of the sign area. All required landscaping must be contiguous to the sign; however, it is not required that the sign be centered in the landscaping or that the shape of the landscaped area is consistent with the shape of the sign.~~
4. ~~3.~~No other ~~P~~ole ~~S~~igns, ~~P~~ortable ~~S~~ign, ~~Sandwich Board Signs~~, ~~sidewalk~~ or other ~~F~~reestanding ~~S~~igns are allowed, unless expressly authorized herein.
5. ~~All freestanding signs must be setback a minimum of five (5) feet from the property line. Signs must setback from property lines a distance of one foot for each one foot of sign height in excess of five feet.~~

19.33.070 Exemptions. The following types of signs are allowed in all areas without a sign permit. These exemptions shall not be construed as relieving the owner of any sign for the responsibility of its erection and maintenance, or for compliance with the provisions of this chapter, or any other law or ordinance regulating same.

A. ~~Fund raising signs~~ pertaining to a specific proposed public construction project or fund raising campaign for a non-profit or religious organization; provided, that only one such sign may be erected by that organization at any one time, the sign area may not exceed thirty-two (32) square feet and each organization is limited to six such signs per year. The sign may be displayed for up to seven (7) days prior to the event and must be removed within twenty-four (24) hours after the conclusion of the event or campaign. Signs for long-term fund-raising campaigns may be approved by the City Council.

B. ~~Real estate signs~~ limited to one sign of four and one-half (4.5) square feet maximum area per sign face on each parcel of property offered for sale in residential zones. In other zones, one sign is allowed up to sixteen (16) square feet per sign face on each separate parcel of property offered for sale. Each real estate sign must be removed no later than five (5) business days after closing of sale of the property advertised. Closing of sale shall be considered the date of recording with the Whatcom County Auditor. Off-premises real estate signs are not permitted.

Exception:

- a) ~~Off-premises real estate signs are not allowed under any circumstances in the historic district.~~
- b) ~~Real estate signs are not permitted within any public right-of-way.~~
- c) ~~Real estate signs advertising an open-house may be placed off-premises if:~~
 - i. ~~placed on private property with owner's permission;~~
 - ii. ~~signs are no larger than three (3) square feet per sign face; and~~
 - iii. ~~displayed for no longer than four (4) consecutive days.~~

iv. ~~Two open-house directional signs for each such open-house may be placed in the unpaved portion of the street right-of-way, but only during daylight hours and only when seller or agent is in attendance of property for sale. No such sign shall be placed in such a way as to block the sidewalk.~~

G. ~~On-premises or on-vehicle incidental signs not exceeding two (2) square feet each. This does not apply to licensed vehicles used for daily service.~~

D. ~~On-premises directional signs not exceeding six (6) square feet, the sole purpose of which is to provide for vehicular and pedestrian traffic direction and which display no advertising. (See 19.33.080)~~

E. ~~Political signs erected on private property up to four and one-half (4.5) square feet per sign face in residential zones and sixteen (16) square feet per sign face in other zones and must be removed within ten (10) days after the final election involving the candidate or ballot proposition advertised by the sign.;~~

F. ~~Temporary construction signs limited to a total sign area of thirty-two (32) square feet per construction site, displayed no longer than one year and removed no later than ten (10) days after completion or occupancy of the project.~~

G. ~~Traffic, directional or informational signs lawfully installed, or required to be installed, by a government entity; provided that, in the even of any conflict between the provisions of this chapter and the provisions of any applicable state law, the provisions of this chapter shall govern unless expressly preempted by the laws of the State of Washington.~~

H. ~~Signs not intended to be viewed from, and which are not readable from, a public right-of-way.~~

I. ~~Window merchandise displays.~~

J. ~~Flags of the United States, the state, the city, the county, foreign nations, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, provided that such a flag shall not exceed sixty (60) square feet in sign area and shall not be flown from a pole the top of which is more than forty (40) feet in height. Such flags must be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of these conditions shall be considered a banner sign and be subject to regulation as such.~~

K. ~~Decorative banners if no more than five (5) per each premises, and provided they are consistent with theme, and displayed for a maximum of six (6) months. This does not include decorative banners installed by the City of Lynden or the Chamber of Commerce.~~

L. ~~Legal notices required by law.~~

M. ~~Barber poles;~~

N. ~~Grave markers.~~

O. — ~~Incidental, non-illuminated signs identifying small specialized~~ community service structures, such as phone booths, public transit shelters, and collection containers for used goods or recyclable materials.

P. — ~~Incidental, non-illuminated signs limited to three per storefront.~~

Q. — ~~Non-illuminated informational signs pertaining to motor fuel which are affixed to the surface of fuel pumps. These may not exceed two square feet and may not be used for advertising purposes.~~

R. — ~~Temporary signs. Each temporary sign is limited to a maximum of 30 days. No one business may have more than two temporary signs up at any one time. Temporary signs include banners, hanging signs and freestanding signs. Temporary window lettering intended for view from the right-of-way is also included in this category. Searchlights may be utilized as a temporary sign for up to twelve hours within a single twenty-four hour period. All searchlights must be shut off by midnight.~~

S. — ~~Lettering or symbols painted directly onto or mounted magnetically onto an operable motor vehicle operating in the normal course of business; provided no part of such signs shall project higher than the roof surface of any such vehicle other than vehicles for hire.~~

T. — ~~Signs attached to buses or taxis for hire.~~

U. — ~~One non-illuminated bulletin board not larger than twelve (12) square feet in area for each public, charitable or religious institution when the same is erected on the premises of the institution.~~

V. — ~~Mural signs within the historic business district in existence on the effective date of the ordinance codified in this chapter.~~

W. — ~~Non-illuminated religious symbols mounted on church~~ House of worship premises.

X. — ~~On premise, directional signs for church~~ House of worshipes, schools, and government offices not to exceed eight (8) square feet and provided that they may not be placed in the public right-of-way and that the signs are portable and of a sandwich board design.

19.33.075 Special Exemption—Grand Opening/Going out of Business Signs

A. ~~During a grand opening or going out of business sale not to exceed ninety (90) days, temporary signs may be displayed on the premises without a sign permit and regulations with respect to sign area, roof placement, sign height and type of signs are temporarily suspended.~~

B. ~~All other regulations provided herein and not expressly suspended by this section shall apply to grand opening signs.~~

C. ~~The provisions of this section may not be applied to more than one grand opening or going out of business event at any business location within any 12-month period; provided that each separate business location within a multiple-business complex shall be entitled to a grand opening or going out of business event separate from a grand opening event for the complex as a whole.~~

19.33.080 Prohibited signs. The following signs are prohibited within the city:

- A. ~~Abandoned signs.~~
- B. ~~Bench signs on, or within thirty (30) feet of, the Public right-of-way~~
- C. ~~New Billboards. Existing Billboards will be considered non-conforming and may not be reconstructed, replaced or re-located.~~
- D. ~~Flashing, revolving or any other moving signs; provided, that the moving hands of a clock or changing numerals of a time and/or temperature device may be permitted subject to the other regulations provided in this chapter. This clause is not intended to prohibit signs specifically permitted in other sections of this ordinance.~~
- E. ~~Off premises signs except real estate open house signs, political signs, community event signs, mural signs, and garage sale signs specifically authorized or exempted herein.~~
- F. ~~Off premises real estate signs within the historic business district.~~
- G. ~~Portable reader board signs, except as allowed under 19.33.070 (A). No exceptions will be permitted in the Historic Business District (See section 19.33.050 (K).~~
- H. ~~Roof mounted signs, including any signs painted directly on the roof surface.~~
- I. ~~Signs or sign structures, which by coloring, shape, working or location resemble or conflict with traffic control signs or devices.~~
- J. ~~Signs which create a safety hazard for pedestrian or vehicular traffic.~~
- K. ~~Signs larger than two (2) square feet in area attached to or placed on a vehicle or trailer on public or private property; provided, however, that this provision shall not be construed as prohibiting the identification of a firm or its products on a licensed vehicle operating during the normal course of business. For hire buses and taxis are exempt from this provision.~~
- L. ~~Signs attached to utility poles or traffic signs.~~
- M. ~~Signs within the public right-of-way except community event signs, kiosks and signs which overhang the public right-of-way as specifically authorized herein.~~
- N. ~~Signs in city-designated buffer zones or greenbelt areas. This does not include park and trail informational signs.~~
- O. ~~Signs contrary to the provisions of this chapter.~~
- P. ~~Streamers or inflatable objects, except for special events provided that they are removed within twenty-four (24) hours of the event, conform to the temporary sign requirements and are outside of the Historic Business District.~~
- Q. ~~Laser lights.~~

19.33.090 Special category signs.—Development Standards for Specific Sign Types. The following regulations shall apply to the special categories of signs set forth below, in addition to all the other requirements of this chapter which may be applicable. The following standards shall apply in addition to the standards listed

elsewhere in this chapter. For Signs that meet the definition of more than one sign type, the Planning Director/Community Development Director shall determine which standards apply based on the Sign's function, location, and orientation.

A. ~~A.~~ Canopy Signs and Awning Signs.

B. Directional Signs.

C. Freestanding Signs.

1. Setback. Freestanding Signs must be setback at least five (5) feet inside property lines.

2. Landscaped Base. All Freestanding Signs shall have a landscaped area at the base of the Sign at least twice the size of the Sign Area.

D. Fuel Signs. Any business selling motor fuel to the public may have one permanently-mounted Fuel Sign not to exceed eighteen (18) square feet per Sign Face. If such Sign is incorporated as part of the Monument Sign allowed pursuant to this Sign Code, the allowable height of such Monument Sign may be increased by four (4) feet.

E. Incidental Signs.

F. Monument Signs.

G. Multi-Business Complex Directory Signs.

1. Each Multi-Business Complex is allowed one Directory Sign per street frontage.

2. The total Sign Area for each Directory Sign associated with a Multi-Business Complex shall not exceed thirty-two (32) square feet plus an additional six (6) square feet per business or agency located within the Multi-Business Complex, up to a maximum of eighty (80) square feet.

3. The width of the sign face of a Directory Sign associated with a Multi-Business Complex shall not exceed ten (10) feet.

4. The applicant must apportion some of the Sign Area on the Directory Sign to all businesses and/or agencies operating within the Multi-Business Complex, including businesses and/or agencies internal to the building with no primary street frontage or access.

H. Mural Signs. Mural Signs are allowed subject to prior recommendation of the Lynden Design Review Board and approval of the City Council. Upon application, and recommendation by the Design Review Board, the City Council may authorize such Mural Signs upon a finding that the design and placement of the proposed Mural Sign depicts the history of the community and enhance the character of the commercial center. Mural Signs may not be used for commercial or advertising purposes. The City Council may also authorize specific placement of such Mural Signs off-premises or in a manner which exceeds the applicable size or height limits prescribed herein.

Commented [LP55]: We can insert standards that apply to particular sign types across all zones below.

Commented [LP56]: See comment above re: fuel signs.

Commented [KS57R56]: Should have a height limit. I recommend 5-feet max.

Commented [LP58R56]: Moved to 19.33.090 below.

Commented [LP59]: Currently, this maximum is 80 square feet in HBD, CSL, PU, and CSR districts, and 64 square feet in ID and IBZ districts. Are we okay with having an 80 square foot limit across all zones?

Commented [LP60]: I do not recall from our last conversation if we wanted to impose specific requirements as to how much sign area each business/agency receives, or if we wanted to leave that up to the applicant.

Commented [LP61]: Is the intent to only allow mural signs within the Historic Business District? If so, let's state that more directly.

Commented [LP62R61]: Let's chat further about mural signs.

I. Parking Lot Identification Signs. Parking lot identification Signs may be erected without a Sign Permit if restricted to posting regulations regarding the use of the lot and to identifying a parking lot with its owner, operator, or name of the business providing the lot. No advertising other than the name of the business may be included. The total Sign Area for parking lot identification Signs shall not exceed six (6) square feet for each one thousand (1,000) square feet of parking lot area and each Sign Face shall not exceed six (6) square feet; provided that each lot shall be allowed at least one parking lot identification Sign; and provided further that these restrictions may be exceeded to the extent required by any applicable laws of the State of Washington. Parking lot identification Signs shall not exceed a Sign Height of six (6) feet.

Commented [LP63]: We currently do not have a definition for "Identification Sign" or "Parking Lot Identification Sign." Consider adding.

J. Portable Signs.

K. Projecting Signs.

L. Readerboard Signs?

M. Wall Signs.

N. Window Signs (Permanent).

Parking Lot Identification Signs. Parking lot identification signs may be erected without a sign permit if restricted to posting regulations regarding the use of the lot and to identifying a parking lot with its owner, operator, or name of the business providing the lot. No advertising other than the name of the business may be included. The total sign area for parking lot identification signs shall not exceed six (6) square feet for each one thousand (1,000) square feet of parking lot area and each sign face shall not exceed six (6) square feet; provided that each lot shall be allowed at least one parking lot identification sign; and provided further that these restrictions may be exceeded to the extent required by any applicable laws of the State of Washington. Parking lot identification signs shall not exceed a sign height of six (6) feet.

B. Community Event Signs. Community Event signs are signs that announce an event sponsored by the City of Lynden or the Chamber of Commerce and is listed in the official calendar of community events. Signs for events not listed on the official calendar of events may be considered temporary signs under Section 49.33.070 (S). Banner signs are limited to seventy-five (75) square feet per sign face, and may be placed over public right-of-way, or on public property provided that the ground clearance, vision clearance and methods of construction in suspension are approved by the Public Works Director. Freestanding or wall signs may be no larger than 32 square feet per sign face and may be located in the public right-of-way or on public property, provided that the location of the sign is approved by the Public Works Director. Community event signs may be

displayed no longer than 14 days prior to an event and must be removed within 48 hours after the event.

- C. **Service Club Signs.** Service club signs are signs which display the recognized shield, logo or symbol of an international service club which has an established chapter in Lynden, has regularly scheduled meetings, but does not own or lease premises within the city. Each such sign may not exceed five (5) square feet. Service club signs require a sign permit and may be displayed only at a single location which has been approved by the City Planner [Community Development Director](#). Additional signage may be permitted for service project recognition at the site of the public service project.
- D. **Garage or Rummage Sale Signs.** Garage or rummage sale signs are temporary signs not to exceed four (4) square feet per sign face which provide direction to a household sale. Up to three (3) such signs may be placed without a sign permit on the property on which the sale is held and/or in nearby public rights-of-way. Signs placed in public rights-of-way must be self-supported by a stake or similar device and may not be attached to utility poles or traffic signs. Care must be taken to assure that the placement of such signs will not create a hazard to the public by obstructing the view or passage of pedestrians, cyclists or motorists. Garage or rummage sale signs may not be displayed for longer than three (3) days and must be removed within twenty-four (24) hours after the sale. Garage or rummage sale signs may not be displayed more than three times during any twelve (12) month period for direction to a sale on the same premises.
- E. **Special Purpose Sign.** A special purpose sign is a temporary sign to be displayed less than thirty (30) consecutive days for a purpose not anticipated by this chapter, but not in conflict with it, or in a unique situation as determined by the City Planner [Community Development Director](#). The total area of all special purpose signs intended to be displayed on any one premises shall be determined by the City Planner [Community Development Director](#); provided, however, that the total area shall not exceed thirty-two (32) square feet. All special purpose signs shall require a sign permit.
- F. **Mural signs.** Mural signs are allowed subject to prior recommendation of the Lynden Design Review Board and approval of the City Council. Upon application, and recommendation by the Design Review Board, the City Council may authorize such mural signs upon a finding that the design and placement of the proposed sign contributes to the historic business district. All murals must depict the history of the community and enhance the character of the commercial center. Murals may not be used for commercial or advertising purposes. The City Council may also authorize specific placement of such mural signs off-premises or in a manner which exceeds the applicable size or height limits prescribed herein.

19.33.100 Permit—Required Temporary Signs. These standards apply to all signs meeting the definition of Temporary Sign in this title. No sign or portion of any sign, except those exempted in Section 19.33.070 or Section 19.33.090, shall be erected, re-erected, replaced, revised, attached, structurally altered, or relocated by any person,

Commented [LP64]: Is the intent to only allow mural signs within the Historic Business District? If so, let's state that more directly.

~~firm or corporation from and after the effective date of the ordinance codified in this chapter without a permit issued by the city. No permit shall be required for repair, cleaning, or other normal maintenance, nor for changing the message on a reader board sign, as long as the sign structure is not modified in any way.~~

A. General Requirements for Temporary Signs.

1. No Temporary Sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control Sign, bus stop, fire hydrant, bench or other type of street furniture, or otherwise create a safety hazard.
2. Duration. All Temporary Signs shall be removed within ten (10~~5~~) days following the event or activity being promoted.
3. Maximum Number of Temporary Signs. No more than four Temporary Signs (or, for multifamily complexes containing more than four residential units, no more than one Temporary Sign per unit) visible from the public right-of-way per lot are allowed.

B. Temporary Signs in Public Right-of-Way.

1. Location. Temporary Signs are prohibited from being placed within roundabouts, medians, shoulders, travel lanes, and areas of the public right-of-way that are not accessible by a sidewalk or pedestrian walking path. Temporary Signs shall not be located in a right-of-way adjacent to public property owned or under the control of a unit of federal, state, or local government, or a special purpose district, unless otherwise approved by the unit of government.
2. Safety. All Temporary Signs shall be placed in a manner that is safe for all users of the public right-of-way. Temporary Signs shall not block access to structures or parked cars and shall not block vehicular sight distance at corners or intersections.
3. Permission of Owner of Abutting Property. Temporary Signs may only be placed in the public right-of-way if the sign owner has permission from the owner of the abutting property or the person in control of the abutting property (such as a tenant).

C. Temporary Signs on Private Property. Temporary Signs may only be placed on private property with the consent of the property owner or person in control of the property (such as a tenant). The property owner or person in control of the property may remove the Temporary Sign(s) without notice.

D. Maximum Sign Area. Temporary Signs are limited in size to four square feet.

E. Maximum Sign Height. Temporary Signs shall not exceed three feet in height.

F. Temporary Banners. Not more than one temporary banner per tenant space may be permitted. Temporary banners are limited to thirty-two (32) square feet in size. Temporary banners may be permitted for a maximum of thirty (30) days during any consecutive three-hundred-sixty-five-day (365) period.

G. Signs that exceed the height or size requirements herein are considered Permanent Signs and must meet the standards of the applicable Sign category in this chapter.

~~**19.33.110 Permit—Application.** Applications for sign permits shall be made to the City Planner Community Development Director upon permit forms provided by the city. Such application shall require:~~

~~A. Name of business and address where the work is to be performed; also the tax parcel number for the parcel where the work is to be performed.~~

~~B. Name and title of applicant;~~

~~C. Name, address and telephone number of the firm doing installation work;~~

~~D. Name and address of the sign owner if other than the business installing the sign;~~

~~E. A complete list describing each existing sign on the premises, including sign type, copy, sign area, location on premises, and date installed.~~

~~F. A site plan showing the location of the affected lot, buildings, and signs, showing both existing signs and proposed signs;~~

~~G. A scale drawing of each proposed sign or sign revision, including location, size, height, copy, structural and footing details, material specifications, colors, method of attachment, illumination, front and end views of canopies and any other information required to ensure compliance with appropriate laws;~~

~~H. Written consent of the owner of the building, structure, or property where the sign is to be erected.~~

~~**19.33.120 Permit—Fees and approval.** Permit fees shall be in accordance with the current fee schedule adopted by city resolution. Upon approval of plans, by the Building Official and the Design Review Board, where required, and payment of the required fee, the City Planner Community Development Director shall issue the sign permit. Permits shall be numbered in the order of their issuance and shall disclose:~~

~~A. The type and description of sign (s) as defined in this chapter;~~

~~B. The street address of the property upon which the sign will be installed;~~

~~C. The amount of the fee paid for the permit;~~

~~D. The date of issuance;~~

~~E. The name of the person or company installing the sign;~~

~~F. The name of the sign owner.~~

19.33.140 Variances Message Substitution

Signs containing noncommercial speech are permitted anywhere that Signs regulated by this chapter are permitted, subject to the same regulations applicable to such Signs. A substitution of a noncommercial message may be made without any additional approval, permitting, or notice to the city. The Design Review Board shall have the authority to grant a variance from the requirements of this chapter in accordance with the following procedures and considerations:

A. The person seeking a variance, shall prepare and submit an application on forms provided by the City PlannerCommunity Development Director accompanied by a fee in the amount as adopted by the resolution of the City Council.

B. Upon receipt of an application, the City PlannerCommunity Development Director shall first review the application for completeness. If the application is incomplete, the City PlannerCommunity Development Director shall return it to the applicant and indicate the additional information needed to make the application complete within three days of submittal.

C. Within thirty (30) days of receipt of a complete application, the Design Review Board shall make a preliminary determination of whether to grant the application, grant the same under specified conditions, or to deny the variance. In making this determination, the Design Review Board may grant a variance only upon specific, written Findings of Fact setting forth and showing that at least five of the following conditions exist. Of the required conditions, at least three of the conditions must be those within the first four conditions listed below:

1. Literal interpretation and strict application of the provisions and requirements of this chapter would cause either (a) undue hardship on the applicant because of unique or unusual conditions pertaining to the subject property; or (b) loss or substantial modification to a sign which has been found by the Design Review Board to contribute significantly to the historic Dutch theme.

2. The unique or unusual conditions do not result from actions of the applicant or owner of the subject property.

3. Granting the variance would not confer a special privilege to the subject property that is denied to other similarly situated properties.

4. Granting the variance would not be materially detrimental to the property owners in the vicinity or to the traveling public.

5. Granting the variance would not be contrary to the objects of this chapter relating to the placement of signs and the reduction of clutter; and

6. Granting the variance would be in harmony with the purpose and intent of this chapter and would not diminish the effect of this chapter in furthering these purposes.

7. ~~Size and shape of the sign must be in proportion to the bulk of the building.~~

8. ~~The sign should conform to the size and shape of signs in the surrounding area.~~

9. ~~A variance for a franchise sign must provide proof of the franchise requirement, in the form of the franchise agreement.~~

D. ~~In granting any variance, the Design Review Board may attach thereto such conditions regarding the location, character and other features of the proposed sign as they may deem necessary to carry out the spirit and purpose of this chapter in the public interest.~~

E. ~~Within five (5) days of the making of the preliminary determination, the Proponent shall cause to be mailed, by certified mail, a notice of the determination to the owner or reputed owner of the properties within 300 feet of the subject property, 500 feet if the property is located within the CSR, ID or IBZ zones, as shown by the property tax records of the Whatecom County Assessor, and by posting notice in a conspicuous place on the subject property and at the Lynden City Hall. The notice shall identify the applicant, the street address or legal description of the subject property, the variance requested, the Design Review Board's preliminary determination and where the application and findings may be inspected, and shall indicate that written comments or objections will be received and considered by the City Planner~~[Community Development Director](#) ~~for a period of ten (10) days following the date of mailing. Receipts, or copies of the receipts, for this certified mailing must be delivered to the City Planner~~[Community Development Director](#) ~~no later than the first day of the 10-day comment period.~~

F. ~~Within five (5) days of expiration of the comment period, the Chair of the Design Review Board shall consider any comments or objections made and render a final decision. The City Planner~~[Community Development Director](#) ~~shall cause to be mailed notice of the final decision to the applicant and to each person from whom written comments or objections to the preliminary determination have been received. Such decision shall be final and binding unless appealed in writing to the City Council within fifteen (15) days of the date of mailing of the City Planner~~[Community Development Director](#)~~'s final decision. Any person may file such an appeal by letter addressed to the City Council, accompanied by an appeal filing fee in the amount of \$100.~~

G. ~~In the event of an appeal, the City Council will review the reasons and information set forth in the letter of appeal; the findings, conclusions, and decision of Design Review Board, together with any written material submitted by the~~[City PlannerCommunity Development Director](#)~~; and may take public comment. The City Council shall affirm the decision of the Design Review Board unless it finds the decision to be clearly erroneous, or arbitrary and capricious, or contrary to law, in which case the Council may modify the decision or any conditions in connection therewith, or remand the same to the Design Review Board.~~

~~H. — No action to set aside or modify the decision of the City Council may be brought in any Court or other tribunal unless the action shall be filed within thirty (30) days of the effective date of the City Council's decision~~

19.33.150 Interpretations. Where there is any dispute concerning the interpretation of this chapter, the decision of the ~~City Planner~~Community Development Director shall prevail, ~~subject to appeal to the City Council as provided in this title.~~

Commented [LP65]: Can the Planning Director's decision be appealed to the City Council? I am seeing that DRB decision on a variance can be appealed to the City Council, but nothing else.

19.33.160 Enforcing official—Powers and Duties. The enforcing official of this chapter shall be the ~~City Planner~~Community Development Director who is hereby authorized and directed to enforce all the provisions of this chapter. ~~The City Planner~~Community Development Director may appoint a designee to assist with the enforcement of this chapter. Signs for which a permit is required may be inspected periodically by the ~~City Planner~~Community Development Director for compliance with this chapter.

19.33.170 Removal of Signs.

- A. Abandoned ~~S~~signs shall be removed by the owner or lessee of the premises upon which the sign is located within sixty (60) days after the business or service advertised by the sign is no longer conducted. This ~~requirement~~ also applies to ~~B~~billboards advertising defunct businesses or events.
- B. The ~~City Planner~~Community Development Director may order the removal of any ~~S~~sign erected, installed, or allowed to remain in violation of this chapter. ~~He or she~~The Planning DirectorCommunity Development Director shall give at least thirty (30) ~~days notice~~days' notice in writing, to the owner of such ~~S~~sign, or of the building, structure, or premises on which such ~~S~~sign is located, to remove the ~~S~~sign or to bring it into compliance with this chapter. The ~~City Planning Director~~Community Development Director~~er~~ may order removal of the ~~S~~sign at the expense of the owner of the premises if compliance with the written order is not obtained. Notice to the owner shall be deemed to be given as of the date of deposit in the United States mail addressed to the address on record that date at the office of the Whatcom County Assessor.
Exception: In the case of ~~T~~temporary ~~S~~signs, ~~B~~banner ~~S~~signs, ~~P~~portable ~~S~~signs or streamers, only five (5) ~~days notice~~days' notice need be given.
- C. The ~~City Planner~~Community Development Director may cause any ~~S~~sign which is erected or displayed in violation of this chapter to be summarily removed without notice and at the expense of the owner of the ~~S~~sign and/or premises if
 1. the condition of placement of the ~~S~~sign presents, in the opinion of the ~~City Planner~~Community Development Director, an immediate threat to the health or safety of the public, or
 2. the ~~S~~sign is placed in a public right-of-way or upon city property or attached to a utility pole, tree, or ~~t~~traffic ~~S~~sign in violation of this chapter.

19.33.180 Non conforming signs.

- A. All existing Signs within the city which are not in compliance with the requirements of this chapter upon the effective date of the ordinance codified in this title are considered to be Nonconforming Signs. Nonconforming Signs shall be removed or brought into compliance with this chapter upon the loss of non-conforming status as noted below. ———

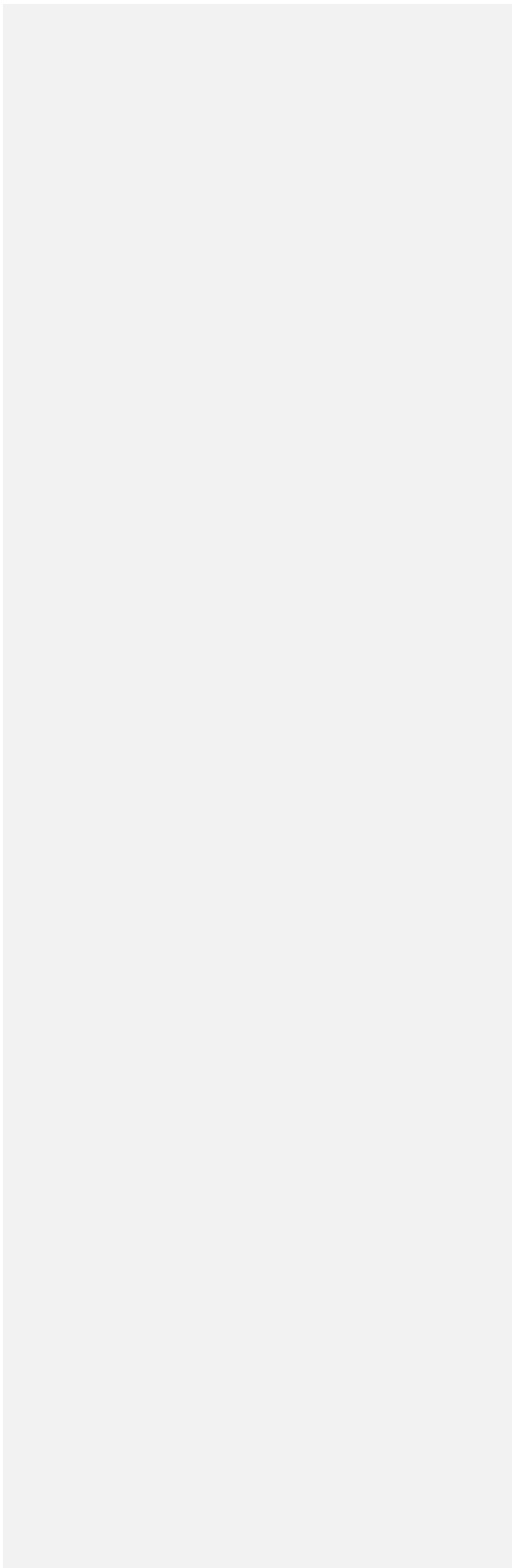
~~Non-conforming signs shall be removed or brought into compliance with this chapter upon the loss of non-conforming status as noted below.~~

- B. Those revolving or blinking signs or electronic ~~R~~readerboard ~~Signs~~ granted a ~~S~~ign permit prior to September 1, 1996 are considered permitted ~~S~~igns under this ordinance without restriction on scrolling or changing of the message. Any change or replacement of those ~~S~~igns will require that the ~~S~~igns be brought into compliance with this ordinance or that a variance be applied for and granted.
- C. Exception pertaining to Pportable ~~S~~igns, Bbanner ~~S~~igns and Sstreamers. All Pportable ~~S~~igns, Bbanner ~~S~~igns, and Sstreamers made non-conforming by this ordinance shall be removed within ninety (90) days of the effective date of this ordinance.
- D. Loss of Nnon-conforming Sstatus.
1. A ~~N~~non-conforming ~~S~~ign shall immediately lose its legal, non-conforming status if:
 - a) The ~~S~~ign is structurally altered in any way ~~— (See section 19.33.080(C);~~ or
 - b) The ~~S~~ign ~~S~~tructure is damaged in excess of fifty (50) percent of the original cost of the ~~S~~ign; or
 - c) The ~~S~~ign ~~S~~tructure is relocated; or
 - d) The ~~S~~ign ~~S~~tructure is replaced.
 2. On the occurrence of any of the events described in subsection (D) (1) of this section, the ~~S~~ign shall be immediately brought into compliance with this chapter with a new permit secured therefor, or shall be removed; provided, however, that the ~~City Planner~~Community Development Director may authorize specific alterations of such ~~N~~non-conforming ~~S~~igns if it is found that the total amount of aggregate noncompliance of the ~~S~~ign ~~A~~area of the existing ~~S~~igns on the premises is reduced at least fifty (50) percent by the proposed alterations.

19.33.190 Liability. This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing, or removing or moving any ~~S~~ign in the city for damages to anyone injured or damaged either in person or property by any liability by reason of permit or inspection authorized in this chapter or a certificate of inspection issued by the city or any of its agents.

19.33.200 Severability

If any provision of this Sign Code is found to be invalid, the remaining provisions stand on their own and are still valid.



CITY OF LYNDEN

EXECUTIVE SUMMARY – Community Development Committee



CDC Meeting Date:	January 10, 2024	
Name of Agenda Item:	Update to the Civil Penalties Code – LMC 1-3, 5, 8-10, 12, 13, 15-19. (Ord 23-1680)	
Section of Agenda:	Discussion	
Next Steps Proposed by Staff:		Legal Review:
<input type="checkbox"/> Staff revisions	<input type="checkbox"/> Planning Commission	<input checked="" type="checkbox"/> Completed
<input type="checkbox"/> Return to CDC	<input type="checkbox"/> Other Committees	<input type="checkbox"/> Recommended
<input checked="" type="checkbox"/> Schedule for full Council	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Not Required
Attachments:		
Proposed Ord 23-1680		
Summary Statement:		
<p>Over the last 12 months City Administration, staff, and legal counsel have been drafting an update to the City's civil penalties code. They are now prepared to introduce the amendment for Council review.</p> <p>The City's current code is in need of this update as it includes numerous criminal misdemeanor penalties for offenses that would be more appropriately classified as civil infractions. Additionally, although the code recognizes the authority of the City to fine violators, it provides only broad guidance on what dollar amount could be used under this authority.</p> <p>The revised code carefully defines general penalties, civil infractions, misdemeanors, and gross misdemeanors. It assigns penalties to infractions which would be classified as C-1 through C-9 depending on the severity of the violation. The amended code also establishes a uniform process for citing and correcting violations, a critical tool for staff seeking to provide fair and consistent enforcement of the city's code provisions.</p> <p>To implement a revision of this nature it is necessary to amend numerous existing penalty provisions throughout the municipal code. The bulk of the civil penalties code will be located in Chapter 1 of the Lynden Municipal Code but many other chapters would also be amended to classify infractions and identify corrective processes.</p> <p>Council held a public hearing on this topic on January 2, 2024, and will consider making a final decision on the update at the January 16th meeting.</p>		
Recommended Action:		
Discuss proposed changes to the City's sign code. Pose questions and provide feedback prior to final edits and public hearing on the topic.		

ORDINANCE NO. 23-1680

AN ORDINANCE OF THE CITY OF LYNDEN AMENDING THE GENERAL PENALTY PROVISIONS of LYNDEN MUNICIPAL CODE 1.24, ADOPTING A NEW CHAPTER 1.34 TO THE LYNDEN MUNICIPAL CODE ADDRESSING CODE ENFORCEMENT, AND AMENDING NUMEROUS PROVISIONS OF THE LYNDEN MUNICIPAL CODE FOR THE PURPOSE OF INCORPORATING THE REVISED PENALTIES AND CODE ENFORCEMENT SYSTEM.

WHEREAS, the City of Lynden is a noncharter code city operating under the mayor-council plan of government as set forth in RCW Chapter 35A.12; and

WHEREAS, RCW 35A.11.020 authorizes the legislative bodies of code cities to impose penalties for violations of local ordinances; and

WHEREAS, RCW 53A.11.020 further provides that such penalties may constitute a misdemeanor, a gross misdemeanor, or a civil violation; and

WHEREAS, RCW 7.80.010 confirms that a city may establish by ordinance its own system for hearing and determining civil infractions; and

WHEREAS, the Lynden Municipal Code currently contains a range of different penalty provisions; and

WHEREAS, the City desires to establish set penalty amounts that may be adopted by reference in other provisions of the municipal code; and

WHEREAS, the City also desires to establish a uniform process for enforcing violations of certain titles of the municipal code; and

WHEREAS, to implement the new penalty and enforcement process, it is necessary to amend numerous existing penalty provisions throughout the Lynden Municipal Code; and

WHEREAS, the attached **Exhibit A**, which is hereby fully incorporated by reference, shows the proposed revisions to the municipal code in redline; and

WHEREAS, the foregoing recitals are material findings and declarations of the Lynden City Council.

NOW, THEREFORE, LET IT BE ORDAINED BY THE CITY COUNCIL OF LYNDEN AS FOLLOWS:

SECTION 1: Lynden Municipal Code Chapter 1.24 titled “General Penalty and Enforcement” is hereby repealed in its entirety and a new Chapter 1.24 titled “General Penalty” is hereby adopted, which shall read as follows:

1.24.010 – Classification of Penalties.

Penalties are classified as follows:

A. *General Penalty.* Whenever the performance of any act is specifically prohibited or required by any law or section within this code and no penalty for violating such law or section is imposed, the penalty for performance of such required act or omission shall be a civil infraction.

B. *Civil Infraction*. Unless otherwise provided by law or this code, a person found guilty of committing a civil infraction under this code shall be subject to a monetary fine of not more than \$500.00. Statutory assessments shall be imposed in addition to any monetary fine for a civil infraction. A civil infraction may also be referred to within this code as a “civil violation.”

C. *Misdemeanor*. Every person convicted of a misdemeanor for which no punishment is prescribed by any statute in force at the time of conviction shall be punished by imprisonment in the county jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000 or by both such imprisonment and fine. (RCW 9.92.030). Statutory assessments shall be imposed in addition to any monetary fine for a misdemeanor offense.

D. *Gross Misdemeanor*. Every person convicted of a gross misdemeanor for which no punishment is prescribed in any statute in force at the time of conviction shall be punished by imprisonment in the county jail for a maximum term fixed by the court of up to 364 days, or by a fine in an amount fixed by the court of not more than \$5,000, or by both such imprisonment and fine (RCW 9.92.020). Statutory assessments shall be imposed in addition to any monetary fine for a gross misdemeanor offense.

1.24.020 - Continuing Offenses.

Each day during any portion of which a violation of any provision of this code is committed or is permitted is deemed to be the commission of a separate offense.

1.24.030 – Principles of Liability.

The following statutes of the state of Washington are adopted by reference, as presently constituted or hereafter amended, and made a part of this code:

- A. RCW 9A.08.010, General requirements of culpability
- B. RCW 9A.08.020, Liability of conduct of another, complicity
- C. RCW 9A.08.030, Criminal liability of corporations and persons acting under a duty to act on their behalf.

1.24.040 – Penalties for Civil Infractions – Designated.

Specific, non-deferrable, non-suspendable civil penalties are adopted by category reference in other sections of this code with a specific civil penalty to be imposed for each category of civil infraction as follows:

Category	Penalty
C-1	\$25
C-2	\$50
C-3	\$75

C-4	\$100
C-5	\$250
C-6	\$300
C-7	\$350
C-8	\$500
C-9	\$1,000

SECTION 2: A new Lynden Municipal Code Chapter 1.34 titled “Compliance and Enforcement” is hereby adopted, which shall read as follows:

1.34.010 – Title.

This chapter shall be called “Compliance and Enforcement.”

1.34.020 – Applicability & Purpose.

A. This chapter sets forth the procedures for enforcing violations of the following provisions of the Lynden Municipal Code as now in effect or hereafter amended:

-Title 8 (Health and Safety), Except for Chapter 8.16 (Litter);

-Title 12 (Streets, Sidewalks and Public Places);

-Title 15 (Building and Construction);

Title 16 (Environmental Policy);

-Title 17 (Land Development);

-Title 18 (Subdivisions);

-Title 19 (Zoning); and

-Such other code provisions, ordinances, resolutions, or public rules that adopt this chapter by reference.

C. The provisions of this chapter are in addition to any other provisions of this code and may be enforced separately from such other provisions or in combination therewith. The City shall have any and all remedies available to it in law and equity.

D. It is the express and specific purpose and intent of this chapter to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be specially protected or benefitted by the terms of this chapter.

E. Nothing contained in this chapter is intended or shall be construed to create or form the basis of any liability on the part of the City, its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City, its officers, employees, or agents.

1.34.030 – Definitions.

All definitions contained in LMC 17.01.030 apply to this chapter. In addition, the following words and phrases used in this chapter shall have the following meanings:

- A. “Abate” means to repair, replace, remove, destroy, demolish, board-up, or otherwise remedy a condition which constituted a civil infraction by such means, in such a manner, and to such extent as the Enforcement Official determines is necessary in the interest of the general health, safety, and welfare of the community.
 - B. “Enforcement Official” means the City official designated by code with enforcement authority of a particular title, chapter, section, or provision thereof and may include any of the following:
 - (1) The Chief of Police
 - (2) The City Administrator
 - (3) The Director of the department generally responsible for enforcement of the Lynden Municipal Code provision which is the subject of a violation including, but not limited to:
 - i. The Public Works Director (for violations of Titles 12-13)
 - ii. The Community Development Director (for violations of Titles 15-19)
 - iii. The Parks Director (for violations of Chapter 12.24)
 - (4) A Code Enforcement Officer, serving under the direction of the Community Development Director or Building Official;
 - (5) Any designee duly appointed by any of the officials identified in subsections B (1)-(3) above.
- Any of the officials identified in subsections B (1) – (5) above may act as an Enforcement Official pursuant to violations of Lynden Municipal Code Title 8.
- C. “Determination of Compliance” means a written statement from the City that the violation(s) identified in a Voluntary Correction Agreement, Civil Regulatory Order, or other notice has been sufficiently abated, remediated, or otherwise resolved.
 - D. “Emergency” means a situation or civil violation which, in the opinion of an Enforcement Official, requires immediate action to prevent or eliminate an imminent threat to the public health, safety, or welfare of persons or property.
 - E. “Hearing Examiner” means the Lynden Hearing Examiner and the office thereof established pursuant to Lynden Municipal Code Chapter 2.09.
 - F. “Person Responsible for the Violation” means the person or persons, firm, corporation, partnership, joint venture, limited liability company, or other legal entity who caused, or is

reasonably believed by an Enforcement Official to have caused, the violation and/or the owner, lessor, tenant, or other person entitled to control, use, and/or occupy the property and/or premises where a civil violation occurs.

G. “Remediate” means to restore a site to a condition that complies with critical area or other regulatory requirements as they existed before the violation occurred; or, for sites that have been degraded under prior ownerships, restore to a condition which does not pose a probable threat to the environment or to the general public health, safety, or welfare.

H. “Violation” means:

- (1) An act or omission contrary to any regulation or provision of the Lynden Municipal Code; and
- (2) An act or omission contrary to the conditions of any permit, notice, order, or stop work order issued pursuant to any such regulation or provision.

1.34.035 – Declaration of Public Nuisance.

All violations of the following are determined to be detrimental to the public health, safety, and environment, and are declared to be public nuisances:

1. Title 8 (Health and Safety);
2. Chapter 13.24.130;
3. Chapter 13.24.160;
4. Title 12 (Streets, Sidewalks and Public Places)
5. Title 15 (Building and Construction);
6. Title 16 (Environmental Policy);
7. Title 17 (Land Development);
8. Title 18 (Subdivisions); and
9. Title 19 (Zoning).

1.34.040 – Enforcement, Authority, and Administration.

A. In order to discourage public nuisances and otherwise promote compliance with applicable code provisions, an Enforcement Official may, in response to field observations, investigations, or reliable complaints, determine that violations of the provisions listed in LMC 1.34.020, or any other provision which adopts the compliance and enforcement scheme established in Chapter 1.34, have occurred or are occurring, and may:

- (1) Enter into a Voluntary Correction Agreement with a person responsible for the violation(s);
- (2) Issue Civil Regulatory Orders, assess civil penalties, and/or recover costs as authorized by this chapter and/or other applicable code sections;
- (3) Require abatement by the Person Responsible for the Violation or undertake summary abatement and charge the reasonable costs of such work as authorized by this chapter;
- (4) Order work stopped at a site by means of a stop work order, and if such order is not complied with, assess civil penalties as authorized by this chapter and/or other applicable code sections;
- (5) Suspend, revoke, or modify any permit previously issued by the City or deny a permit application as authorized by this chapter and/or other applicable code sections when other efforts to achieve compliance have failed;
- (6) Forward a written statement providing all relevant information relating to the violation to the office of the City Attorney with a recommendation to prosecute violations; and
- (7) Require any other remedy available by law through the Hearing Examiner and/or court of applicable jurisdiction in Whatcom County.

B. The City has established its own Civil Infraction system for the enforcement of civil violations and nuisances pursuant to the authority of RCW 35A.11.020 and RCW 7.80.010(5), as presently enacted or hereafter amended.

C. The procedures set forth in this chapter are not exclusive. These procedures shall not in any manner limit or restrict the City from remedying or abating violations of the titles listed in LMC 1.34.020 in any other manner authorized by law.

D. *Obligation of Person Responsible for Violation.* The Person Responsible for the Violation shall achieve full code compliance. Payment of civil penalties, applications for permits, acknowledgement of stop work orders, and compliance with other remedies does not substitute for performing corrective work and/or performance of actions required for code compliance and/or having the property brought into compliance to the extent reasonably practicable under the circumstances, as determined by the Enforcement Official.

E. *Right of Entry.* The Enforcement Official is authorized to enter upon property or premises at any reasonable time to determine whether a civil violation has occurred or is occurring, or to enforce any provision of the Lynden Municipal Code. The Enforcement Official may make examinations, surveys, and studies as may be necessary in the performance of their duties. If the premises is occupied, the Enforcement Official shall present credentials and request entry. If an owner, occupant, or agent refuses the Enforcement Official entry, the City may seek an administrative or criminal search warrant.

1.34.050 – Voluntary Correction Agreement.

A. *Applicability.* This section applies whenever the Enforcement Official determines that a violation has occurred or is occurring.

B. *General.* The Enforcement Official shall have the discretion to secure voluntary correction by contacting the Person Responsible for the Violation, explaining the violation, and requesting correction.

C. *Issuance of Voluntary Correction Agreement.* A Voluntary Correction Agreement may be entered into between the Person Responsible for the Violation and the City, acting through the Enforcement Official. The Mayor is authorized to sign a Voluntary Correction agreement on behalf of the City.

D. *Content.* The Voluntary Correction Agreement is a contract between the City and the Person Responsible for the Violation under which such person agrees to correct the violation within a specified time and according to specific conditions. The Voluntary Correction Agreement shall include, at a minimum, the following:

- (1) The name and address of the Person Responsible for the Violation;
- (2) The street address or a description sufficient for identification of the building, structure, premises, or land upon which or within which the violation has occurred or is occurring;
- (3) A description of the violation(s) and a reference to the provision(s) of the City code which has been violated;
- (4) The necessary corrective action to be taken, and the date by which the correction must be completed;
- (5) An agreement by the Person Responsible for the Violation that the City may inspect the premises as may be necessary to determine compliance with the Voluntary Correction Agreement;
- (6) The amount of the minimum civil penalty that will be imposed if the terms of the Voluntary Correction agreement are not complied with; and
- (7) A statement that if the City determines that the terms of the Voluntary Correction Agreement are not complied with, the City may impose any remedy authorized by this chapter, including:
 - I. Assessment of the civil penalties identified in the Voluntary Correction Agreement;
 - II. Abatement of the violation at expense of Person Responsible for Violation;
 - III. Assessment of all costs and expenses incurred by the City to pursue code enforcement and to abate the violation, including legal and incidental expenses; and
 - IV. Suspension, revocation, or limitation of any related permit(s).

- (8) A statement that the Person Responsible for the Violation knowingly waives the right to a hearing.

E. Right to a Hearing Waived. In consideration of the City's agreement to enter into a Voluntary Correction Agreement, the Person Responsible for the Violation shall have no right to an administrative or judicial hearing, under this chapter or otherwise, regarding the matter of the violation or the required corrective action.

F. Administrative Review of Compliance. After the Person Responsible for the Violation has given written notice to the City of completion of the corrective action required under the Voluntary Correction Agreement, the Enforcement Official shall, within five working days, determine if the corrective action is complete. If the Enforcement Official determines that the corrective action is not complete, the Enforcement Official shall so notify the Person Responsible for the Violation in writing. The Person Responsible for the Violation shall have seven business days from the date of mailing of said notice in which to file an appeal with the Enforcement Official for review of such determination by the Hearing Examiner. Said review shall be completed and a decision issued by the Hearing Examiner within thirty days of receipt of a timely appeal. The only issue subject to review during an appeal at this stage shall be whether there has been complete compliance with the terms of the Voluntary Correction Agreement.

G. Extension and Modification. An extension of the time limit to complete the corrective action or a modification of the required corrective action may be granted by the Enforcement Official, in writing, if in the judgment of the Enforcement Official the Person Responsible for the Violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances render correction required under the original agreement impossible or impractical.

H. Abatement by the City. The City may abate the violation in accordance with Section 1.34.100 if the terms of the Voluntary Correction Agreement are not complied with.

I. Monetary Penalty.

(a) The Enforcement Officer may reduce or waive any related monetary penalties if the violation(s) are corrected or mitigated according to the terms and schedule of a Voluntary Correction Agreement.

(b) If the terms of the Voluntary Correction Agreement are not met, the Person Responsible for the Violation may be assessed a monetary penalty not to exceed \$1,000 for each violation. Each separate day, event, action, or occurrence shall constitute a separate violation. In addition, such person shall be liable for all costs and expenses of abatement, as set forth in Section 1.34.100(C). Penalties will begin to accrue from the date the Voluntary Correction Agreement was issued. The date the City completes the abatement shall be the last day a monetary penalty may be imposed.

1.34.060 – Civil Regulatory Order.

When the Enforcement Official determines that a violation has occurred or is occurring and does not secure voluntary correction pursuant to Section 1.34.050, the Enforcement Official may issue a Civil Regulatory Order to the Person Responsible for the Violation.

1.34.061 – Civil Regulatory Order – Issuance & Service.

A. *Issuance.* When the Enforcement Official determines that a violation has occurred or is occurring, the Enforcement Official may issue a Notice of Civil Regulatory Order to any Person Responsible for the Violation.

B. *Person Receiving Notice – Identification and Detention.* A person who is to receive a Notice of Civil Regulatory Order is required to identify themselves to the Enforcement Official by giving their name, address, and date of birth. Upon the request of the Enforcement Official, the person shall produce reasonable identification.

A Person Responsible for the Violation who is unable or unwilling to reasonably identify themselves to the Enforcement Official may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing the Notice of Civil Regulatory Order.

C. *Contents.* The Notice of Civil Regulatory Order shall include, at a minimum, the following:

1. The name and address of the Person Responsible for the Violation;
2. The street address or a description sufficient for identification of the building, structure, premises, or land upon which or within which the violation has occurred or is occurring;
3. A statement that the Notice of Civil Regulatory Order represents a determination that a civil infraction has been committed by the person named in the notice and that the determination is final unless contested as provided in this chapter;
4. A statement that a civil infraction is a noncriminal offense for which imprisonment may not be imposed as a sanction;
5. A statement of the specific violation for which the notice was issued;
6. A statement of the monetary penalty established for the civil infraction, including any portion of said penalty that may be suspended, conditioned on timely correction, abatement, or remediation;
7. A statement that the recipient must respond to the notice as provided in this chapter within fifteen days by (1) providing evidence that the violation has been sufficiently corrected, abated, or remediated, (2) filing a notice of appeal with the Enforcement Official to be heard by the Hearing Examiner, or (3) requesting a mitigation hearing with the Enforcement Official to explain mitigating circumstances surrounding the violation.

8. A statement that at any hearing to contest the determination, the rules for Hearing Examiner Proceedings established pursuant to LMC Chapter 2.09 will apply; and
9. A statement that failure to respond to a Notice of Civil Regulatory Order within fifteen days or to appear at a requested hearing is a misdemeanor and may be punished by a fine, imprisonment, or by both such fine and imprisonment; and
10. A statement that failure to respond to the notice or a failure to appear at a hearing requested for the purpose of contesting the determination or for purposes of explaining mitigating circumstances will result in a default judgment against the Person Responsible for the Violation in the amount of the penalty. In addition, the failure to appear may be referred to the prosecuting attorney for criminal prosecution for failure to respond and/or appear.

The Notice of Civil Regulatory Order may also include the following, as applicable:

11. A statement of the steps required to correct, abate, or remediate the violation;
12. The date by which the required corrective action, abatement, or remediation must be completed by; and/or
13. An order to stop work, but only if in the judgment of the Enforcement Official the subject continuing violation of this code will materially impair the Enforcement Official's ability to secure compliance with the code, when the continuing violation threatens the health or safety of the public, or when the continuing violation is likely causing ongoing environmental damage. Said stop work order shall specify the violation and may prohibit any or all work or other activity at the site until the required correction, abatement, or remediation is completed and a Determination of Compliance is issued by the Enforcement Official.

D. *Service.* Service of the Notice of Civil Regulatory Order shall be made by one or more of the following methods:

- A. By personal service on the Person Responsible for the Violation;
- B. If the violation involves a business, by personal service on any employee of the business of a suitable age and discretion;
- C. By mailing a copy of the notice by regular first-class mail to the last known address of the Person Responsible for the Violation; or
- D. For violations involving real property, by placing the notice in a conspicuous place on the property where the violation is occurring.

Service shall be deemed effective upon personal service, or one business day following the posting of the notice upon the property, or three days following placement of the notice in the U.S. mail, postage prepaid.

E. *Determination Final Unless Contested.* A Notice of Civil Regulatory Order represents a determination that a civil infraction has been committed. The determination is final unless contested as provided in LMC 1.34.062.

1.34.062 – Civil Regulatory Order – Response.

A. A person who receives a Notice of Civil Regulatory Order shall respond to the notice within fifteen days of the date the notice was served by either (1) providing evidence that the violation has been sufficiently corrected, abated, or remediated, and paying any penalty prescribed in the order, (2) filing a notice of appeal with the Enforcement Official to be heard by the Hearing Examiner, or (3) requesting a mitigation hearing with the Enforcement Official to explain mitigating circumstances surrounding the violation.

B. *Declaration of Compliance.* If the Person Responsible for Violation provides evidence the violation has been corrected and/or pays any prescribed penalty, an Enforcement Official will undertake further investigation to determine whether compliance has been achieved. If compliance has been achieved, the Enforcement Officer will issue a Determination of Compliance within five business days to the person(s) named in the order. If the Enforcement Official determines that compliance has not been achieved, they may elect to issue a new Civil Regulatory Order or pursue any other action available in law or equity.

C. *Hearing Examiner Appeal.* A Civil Regulatory Order may be appealed to the Hearing Examiner within 15 days of the effective service of the order by filing a statement of appeal with the Enforcement Official. A statement of appeal shall include the following:

1. The name of the appellant,
2. The date of the Civil Regulatory Order, and
3. An explanation of the grounds for appeal, including citation to applicable sections of the Lynden Municipal Code or other legal authority.

If an appeal is not timely filed with the Enforcement Official, the Civil Regulatory order becomes a final order. The final order, including the collection of penalties and required correction, abatement, or remediation, may be enforced by the City Attorney in Whatcom County Superior Court.

D. *Explanation of Mitigating Circumstances.* Within 15 days of the effective service of a Civil Regulatory Order, the Person Responsible for the Violation may request a hearing with the Enforcement Official for the purpose of explaining any mitigating circumstances surrounding the violation. The hearing shall be an informal proceeding. The Person Responsible for the Violation may not subpoena witnesses. The determination that a violation has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances. Within 10 days of the hearing, the Enforcement Official will provide the Person Responsible for the Violation a written notice of the decision and any revisions to the Civil Regulatory Order.

E. Any person who fails to comply with a Notice of Civil Regulatory Order is guilty of a misdemeanor regardless of the disposition of the Notice of Civil Regulatory Order.

F. A person who willfully fails to pay a monetary penalty under this chapter may, unless indigent, be found in contempt of a court as provided in Chapter 7.21 RCW.

1.34.070 – Penalties.

A. *Monetary Penalty.* If corrective action is not completed by the date specified in a Notice of Civil Regulatory Order, a daily C-4 penalty (see LMC 1.24.040) shall commence. The daily monetary penalty shall increase to a C-5 penalty (see LMC 1.24.040) if corrective action is not completed by the second deadline established in the initial or any subsequent Notice of Civil Regulatory Order. The daily monetary penalty shall increase to a C-8 penalty (see LMC 1.24.040) per day if the corrective action is not completed by the third deadline established in the initial or any subsequent Notice of Civil Regulatory Order. This penalty shall be in addition to any penalty imposed in the Civil Regulatory Order for the underlying violation(s) and any penalty pursuant to a Voluntary Correction Order entered into prior to issuance of the Civil Regulatory Order. Civil fines shall be paid into the City's general fund.

B. *Restitution.* The Hearing Examiner or a reviewing court may also order a person found to have committed a violation to make restitution and perform abatement or remediation.

C. *Collection of Monetary Penalty.* Civil penalties imposed under this section shall be due immediately and payable upon issuance and receipt of a Notice of Civil Regulatory Order. The City may, but is not required to, send the Person Responsible for the Violation periodic statements of the total monetary penalty currently due. If a penalty remains unpaid thirty days after it becomes due and payable, the City Attorney is authorized to take all actions available to collect the full amount owed. The City Attorney is authorized to take all actions available to collect the monetary penalty.

D. *Continued Duty to Correct.* Payment of a monetary penalty pursuant to this section does not relieve the Person Responsible for the Violation of the duty to correct, abate, or remediate the violation as called for in the Civil Regulatory Order.

E. *Compromise, Settlement, and Disposition of Disputes.* The Enforcement Official or the City Attorney may negotiate a settlement or compromise, or otherwise dispose of a dispute enforced under this chapter when to do so would be in the best interests of the City.

1.34.090 – Civil Regulatory Order – Appeal.

A. *How to Appeal.* The person to whom a Notice of Civil Regulatory Order is issued pursuant to this chapter may appeal to the Hearing Examiner by sending a written notice of appeal to the Enforcement Official along with the applicable appeal fee established by resolution of the City Council, if any, within 15 calendar days from the date of effective service of the Notice of Civil Regulatory Order. The written notice of appeal shall contain, at a minimum, the following information:

1. A brief statement identifying the decision being appealed;

2. The name and address of the appellant;
3. A brief statement identifying the relief sought and the reasons why the Enforcement Official's determination should be reversed, modified, or set aside; and
4. Identification of any witness testimony, photographs, or documentary evidence to be presented.

B. *Effect of Appeal.* The monetary penalty for a continuing violation does not continue to accrue during the pendency of the appeal. However, the Hearing Examiner may impose a daily monetary penalty from the effective date of service of the Notice of Civil Regulatory Order if the Hearing Examiner finds that the appeal is frivolous or intended solely to delay compliance. All other provisions of the Civil Regulatory Order remain in effect during the pendency of the appeal.

C. *Date of Hearing.* Within 10 days of the Enforcement Official's receipt of a timely written notice of appeal, the Hearing Examiner shall set a public hearing for a date within 45 days, unless a longer period is agreed to by both parties.

D. *Conduct of Hearing.* The Hearing Examiner shall conduct the hearing according to the Hearing Examiner Procedural Rules established pursuant to LMC 2.09.

E. *Preponderance of the Evidence Standard.* For each violation appealed, the Hearing Examiner shall determine whether the City has established by a preponderance of the evidence that (1) a violation has occurred, and (2) that the required corrective action is reasonable.

F. *Decision.* The Hearing Examiner shall affirm, vacate, or modify the City's decision regarding each alleged violation appealed and the related required corrective action, with or without written conditions.

G. *Notice of Decision.* The Hearing Examiner's decision shall be mailed to the Appellant, Enforcement Official, and City Attorney within 14 days of the hearing. The decision shall contain, at a minimum, the following:

1. The decision regarding the alleged violation, including findings of fact and conclusions of law based thereon;
2. A statement that noncompliance with the Hearing Examiner's decision is punishable as a misdemeanor under LMC 1.34.90(I).

I. *Effect of Decision.* The decision of the Hearing Examiner shall constitute the final decision of the City. If a notice of appeal is not timely filed, the failure to comply with the decision of the Hearing Examiner shall constitute a misdemeanor. In addition to criminal punishment pursuant to this subsection, the City may pursue abatement as provided for in this chapter.

1.34.100 – Abatement by the City.

A. *Summary Abatement.* Whenever a condition constitutes an immediate threat to the public health, public safety, public welfare, or to the environment, the City may summarily and without

prior notice abate the condition. Written notice of such abatement, including the reason(s) for it, shall be given to the Person Responsible for the Violation as soon as reasonably practicable after the abatement.

B. *Judicial Abatement.* Alternatively, the City may at any time seek a judicial abatement order from Whatcom County Superior Court to abate a condition which continues to be a violation of this code when other methods of remedial action have failed to produce compliance.

C. *Cost of Summary Abatement.* In addition to any other penalty imposed under this chapter, the City may levy a special assessment on the property or premises where a nuisance is situated to reimburse the City for the expense of the abatement of said nuisance, in accordance with the requirements of RCW 35A.21.405, as presently enacted or as hereafter amended.

D. *Other Methods Not Excluded.* Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the City or its officials in accordance with another ordinance or the laws of the state of Washington.

1.34.130 – Interference with Code Enforcement Unlawful.

Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a Civil Regulatory Order, stop work order, emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation being processed under this chapter shall be guilty of a gross misdemeanor.

1.34.140 – Conflicts.

In the event of a conflict between this chapter and any other provision of the Lynden Municipal Code or City ordinance, this chapter shall control.

1.34.150 – Severability.

If any section, subsection, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity of any other section, subsection, clause, paragraph, phrase, or word of this chapter.

SECTION 3: The following provisions of the Lynden Municipal Code are hereby amended to read as follows:

2.09.040 - Jurisdiction-duties—powers.

A. The hearing examiner shall have the power to receive and examine available information, conduct public hearings, prepare a record thereof, and enter decisions as provided by ordinance.

B. The hearing examiner shall have the exclusive jurisdiction to hold an open record hearing and make a decision on the following matters:

1. Appeals of the determinations of the fees and dedications made under Chapters 3.28, 3.40, 3.44, and 19.67 LMC;
2. Appeals of dangerous dog declarations under Chapter 6.09 LMC;
3. Appeals of determinations of eligibility for relocation assistance under Chapter 12.36 LMC;
4. Appeals of the city's determination to suspend services, impose penalties, recover costs, establish compliance schedules, or terminate a user's wastewater and/or collection services, under Chapter 13.12 LMC;
5. Appeals of the city's computation or application of the stormwater management utility service charge or FCI charges or imposition of sanctions or fines under Chapter 13.24 LMC;
6. Challenges of the written interpretations and/or decisions of the public works director made under Chapter 13.28 LMC;
7. Petitions for exemptions from payment of the utility fee or for conversion to exempt status, and appeals of the city's computation of the applicable fees assessed, under Chapter 13.32 LMC;
8. Appeals of the determination of the Community Development Director regarding moving buildings under Chapter 15.05 LMC;
9. Appeals of the determination of the building code official as described in Chapter 15.14 LMC;
10. Appeals of final SEPA threshold determinations and adequacy of final EISs, made under Chapter 16.05 LMC, including related procedural and substantive issues;
11. Appeal of director's final critical area determinations;
12. All applications for shoreline permits or revisions to shoreline permits under Chapter 16.08 LMC, except where the permit or revision is part of a project application being decided upon by a different hearing body;
13. Under Chapter 16.12 LMC, Floodplain Management, all appeals of determinations of the director, and variance requests where not consolidated with an underlying project application being decided upon by a different hearing body;
14. Appeals of the imposition of penalties or of the Community Development Director's decision on mitigation or revision under Chapter 16.16 LMC;
15. Appeals of the administrative approvals described in LMC Sections 17.09.010 and 17.09.020;

16. Appeals of administrative interpretations and approvals under LMC Section 17.11.010;
17. Appeals of civil regulatory orders and civil fines issued under Chapter 1.34 LMC;
18. Appeals of the results of concurrency tests, denials of proposed mitigation for transportation facilities, and any other determinations of capacity or calculations or assessments of any fees made under Chapter 17.15 LMC;
19. Amortization periods for nonconforming signs;
20. All variances from the requirements of Title 19, except variances from the requirements of Chapter 19.33 LMC and LMC Sections 19.22.030, 19.22.040, and 19.22.050, and except where the variance is part of a project application being decided upon by a different hearing body;
21. Appeals of determinations of building official as described in LMC Section 19.42.040;
22. Appeals of administrative interpretations made under Chapter 19.59 LMC; and
23. Appeals of a determination of incomplete abatement under a voluntary correction order made under LMC Section 1.34.050(F) and
24. Other actions as required by this code.

C. In order to avoid the city holding two hearings on one project, the hearing examiner shall only hear variance applications and shoreline permit applications or revisions that are not filed as part of an underlying project for which another hearing body will conduct a hearing. For example, if an applicant submits a long plat application along with a variance application to use an alternative cul-de-sac design, the hearing on the variance on the cul-de-sac shall be consolidated with the hearing on the long plat, and the consolidated hearing shall be before the hearing body holding the hearing on the long plat.

D. The hearing examiner is empowered to act in lieu of the board of adjustment, the board of appeals, the city council, the planning commission and such other officials, boards, or commissions as may be assigned for those matters listed in subsection (B) of this section. Wherever existing ordinances, codes or policies authorize or direct the board of adjustment, the board of appeals, the city council, the planning commission or other officials, boards, or commissions to undertake certain activities which the hearing examiner has been assigned under said subsection (B), such ordinances, codes or policies shall be construed to refer to the hearing examiner.

E. The hearing examiner may include in a decision any conditions of approval that are necessary to ensure that the proposal complies with all applicable code criteria and comprehensive plan policies.

F. The hearing examiner has such other powers as are necessary to carry out the purpose and intent of this chapter, including without limitation to conduct pre-hearing conferences; to require the submittal of information; to schedule and continue hearings; to administer oaths and affirmations; to issue subpoenas; to regulate the course of pre-hearing discovery; to preside

over hearings and the conduct of parties; to question parties and witnesses at a hearing; to rule on all evidentiary, procedural and other matters, including all motions; to maintain order; to establish post-hearing procedures; to issue findings of fact and conclusions of law; to enter final decisions and orders; and to adopt procedures consistent with Section 2.09.050.

G. With the exception of shoreline permit applications, and revisions heard by the hearing examiner, and decisions on appeals of Civil Regulatory Orders, the hearing examiner's decision on these the matters identified in subsection (B) shall be final unless timely appealed to the city council following the procedures in [Chapter 17.11 LMC](#). The city council shall hear appeals of these matters as closed record appeals. The hearing examiner shall make the final decision of the city on the shoreline permit issues he or she hears and on appeals of Civil Regulatory Orders. The determination of the hearing examiner on shoreline permit applications and revisions shall be subject to appeal to the shoreline hearings board.

2.10.070 - Violation—Penalty.

It shall be a misdemeanor, for any person during a disaster:

- A. To willfully obstruct, hinder or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter;
- B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent, hinder or delay the defense or protection thereof;
- C. To wear, carry or display, without authority, any means of identification specified by the department of emergency management of the state.

3.28.180 - Noncompliance—Penalty.

A violation of any provision of this chapter including, but not limited to:

- A. Failing or refusing to apply for a utility occupation license,
- B. Failing or refusing to make tax returns or to pay the tax and/or any applicable penalty when due, or
- C. Making a false statement or representation in connection with any such application

is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040). Each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted will be considered a separate offence. Each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted will be considered a separate offence.

3.12.070 - Penalties.

Any seller who fails or refuses to collect the tax as required with the intent to violate the provisions of this chapter or to gain some advantage or benefit, either direct or indirect, and any buyer who refuses to pay any tax due under this chapter shall be guilty of a misdemeanor.

3.36.060 - Penalty.

A violation of any provision of this chapter or any lawful rule or regulation adopted pursuant hereto is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040). Each day of violation will be considered a separate offense.

5.02.110 - Violation—Penalty.

A violation of any of the provisions of this chapter or any lawful rule or regulation adopted by the city clerk pursuant thereto is a civil infraction and shall subject the violator to a C-5 penalty (see LMC 1.24.040).

5.04.040 - Violation—Penalty.

Violation of any provision of this chapter is a misdemeanor.

5.12.080 - Violation—Penalty.

A violation of any of the provisions of this chapter is a misdemeanor.

8.04.090 - Violation—Penalty.

A violation of any of the provisions of this chapter is a civil infraction and shall subject the person responsible for the violation to a C-3 penalty (see LMC 1.24.040).

8.16.080 - Penalties.

A. It is a civil infraction for a person to litter in an amount less than or equal to one cubic foot. Such civil violation shall subject the violator to a C-2 penalty (see LMC 1.24.040).

B. It is a misdemeanor for a person to litter in an amount greater than one cubic foot but less than one cubic yard.

C. Is it a gross misdemeanor for a person to litter in an amount of one cubic yard or more.

8.24.050 - Penalty for noncompliance.

The failure or refusal to comply with any of the provisions of any sections of this Chapter 8.24 is a civil infraction and shall subject the violator to a C-2 penalty (see LMC 1.24.040).

9.04.090 - Promise of court appearance, non-appearance penalty, fail to pay.

Any person arrested for violation of this title, or Title 10, who is eligible for release on personal recognizance shall give his or her written promise to appear in municipal court at an agreed time in order to secure release pending said appearance.

A. Any person who fails to sign a notice of civil infraction is guilty of a misdemeanor.

B. Any person who willfully fails to pay a monetary penalty or to perform community service as required by the Municipal Court under this title or Title 10 may be found in contempt of court as provided in RCW Chapter 7.21.

C. Any person who willfully fails to respond to five or more notices of parking infraction issued pursuant to Lynden Municipal Code Title 10 shall be guilty of a misdemeanor regardless of the disposition of the notices of infraction.

D. Violating a written promise to appear or failure to respond to a criminal citation or summons, as directed by the citation or summons, shall be punishable as a misdemeanor. The penalty for failure to respond to a civil or traffic infraction shall be a C-1 penalty (see LMC 1.24.040). The penalty for failure to respond to five or more parking infractions shall be a C-1 penalty (see LMC 1.24.040) per infraction.

9.22.110 - Order of abatement—Procedures authorized—Penalties designated.

A. If the existence of a nuisance is admitted or established in an action as provided for in Section 9.22.120, or in a criminal proceeding, an order of abatement shall be entered as a part of the judgment in the case, which order shall direct the removal from the place of all personal property and contents used in conducting the nuisance and not already released under authority of the court as provided for in Sections 9.22.070 and 9.22.080 and shall direct the sale of such thereof as belong to the defendants notified or appearing, in the manner provided for the sale of chattels under execution. Lewd matter shall be destroyed and not sold.

B. Such judgment shall impose a C-5 penalty (see LMC 1.24.040) for the maintenance of such nuisance, which penalty shall be imposed against the person or persons found to have maintained the nuisance, and, in case any owner or agent of the building found to have had actual or constructive notice of the maintenance of such nuisance, which penalty shall be collected by execution as a civil action, and when collected, shall be paid into the current expense fund of the city.

C. The owner of any place closed and not released under bond may then appear and obtain such release in the manner and upon fulfilling the requirements provided in Section 9.22.080.

D. Owners of unsold personal property and contents so seized must appear and claim the same within ten days after such order of abatement is made, and prove innocence to the satisfaction of the court of any knowledge of such use thereof, and that with reasonable care and diligence they could not have known thereof. If such innocence is established, such unsold personal property and contents shall be delivered to the owner, otherwise it shall be sold as provided in this section. For removing and selling the personal property and contents, the officer shall be entitled to charge and receive the same fees as he would for levying upon and selling like property on execution; and for closing the place and keeping it closed, a reasonable sum shall be allowed by the court.

E. Contempt under the provisions of this section shall be a misdemeanor.

9.24.070 - Sitting or lying on public sidewalks prohibited.

A. Prohibition. No person shall sit or lie down upon a public sidewalk or upon a blanket, chair, stool, planter, fountain, railing, or any other object placed upon a public sidewalk, during the hours between seven a.m. and nine p.m. in the following zones:

1. Central Business District ("CBD"). The Central Business District, for the purposes of this Section, is the area bounded by the streets hereafter named, including said streets and their abutting sidewalks:

- a. The south side of the west half of Front Street between Second and Third Streets;
- b. Front Street between Third Street and Seventh Street;
- c. Third, Fourth, Fifth and Sixth Streets between Front Street and Grover Street;
- d. Seventh Street between Front Street and Grover Street, except the north half of the west side thereof;
- e. The north side of Grover Street between Fourth Street and Sixth Street;
- f. All city owned parking lots including the library parking lot, but excluding the Lynden Community Center parking lot and the public parking lot located at the northeast corner of Fourth and Grover Streets;
- g. The south half of the west side of Fourth Street between Grover Street and Liberty Street;
- h. The south half of Fifth Street between Grover Street and Liberty Street;
- i. The north side of Front Street between Seventh Street and Eighth Street;
- j. The east side of Seventh Street between Front Street and Judson Alley.

B. Exceptions. The prohibitions in subsection A shall not apply to any person:

- 1. Sitting or lying down on a sidewalk due to a medical emergency.

2. Who, as the result of a disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk.

3. Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a street use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting or similar event conducted on the public sidewalk pursuant to a street use or other applicable permit;

4. Sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or by the abutting private property owner;

5. Sitting on a public sidewalk within a bus stop zone while waiting for public or private transportation.

Nothing in any of these exceptions shall be construed to permit any conduct which is prohibited by LMC Section 9.24.005 (RCW 9A.84.030 B Disorderly Conduct) or LMC Section 9.24.040 (Pedestrian Interference).

C. No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a law enforcement officer that the conduct violates this section.

D. A violation of this section is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040), plus statutory assessment. If the person is unable to pay the monetary penalty, the court may order performance of a number of hours of community service in lieu of a monetary penalty.

9.24.120 - Public disturbance noise.

A. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance noise. The following sounds are determined to be public disturbance noises:

1. The frequent, repetitive, or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law.

2. Frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residentially zoned area, so as to unreasonably disturb or interfere with the peace, comfort and repose of others.

3. Frequent, repetitive, or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interfere with the peace, comfort, and repose of a person or persons on public or private property, other than the property from which the sound emanates, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings.

4. Sound from motor vehicle audio sound systems including, without limitation, tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the vehicle itself.
5. Sound from portable audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source and outside the property of the operator.
6. Construction and industrial noises, including but not limited to, motorized construction and equipment operation, hammering, blasting, drilling and sawing in residentially zoned areas, between the hours of ten p.m. and seven a.m., which unreasonably disturb or interfere with the peace, comfort and repose of others; provided that this subsection shall not apply to noises caused by projects required in an emergency to repair public facilities or utilities or to prevent immediate damage or harm to persons or property; and further provided that this subsection shall not apply if the city council grants a variance from the provisions of this subsection for the construction or repair of a public facility or utility upon a finding that it is either necessary or in the public interest for all or a portion of the work to be performed between the hours of ten p.m. and seven a.m. The council may impose such conditions as it deems appropriate upon the granting of a variance.
7. Subsections 3 and 5 shall not apply to regularly scheduled events at parks or the Northwest Washington Fairgrounds, such as public address systems for games and activities or park concerts. Provided, that the foregoing enumeration of acts and noises are not to be construed as excluding other acts and noises which offend the public peace.

B. Penalties.

1. Any person violating this section shall, upon commission of the first such offense, be guilty of having committed a civil infraction and shall be subject to a C-5 penalty (see LMC 1.24.040).
2. Any person violating this section shall, upon conviction for a second or subsequent offense, be guilty of having committed a misdemeanor and shall be as set forth in LMC 9.04.050.

9.24.130 - Public disturbance/barking dogs.

A. No person shall cause or permit or allow any dog or dogs owned, harbored, controlled or kept by them in the city to remain outside of the dwelling of such a person while such animal is causing excessive or frequent noise, such as habitual howling, yelping or barking, which noise disturbs or is likely to disturb the comfort or repose of any person in the neighborhood. A violation of this section is declared a public nuisance and adverse to the public welfare and is punishable as follows:

B. Penalties.

1. Any person violating this section shall, upon commission of the first such offense, be guilty of having committed a civil infraction, and shall be subject to a C-4 penalty (see LMC 1.24.040).
2. Any person violating this section shall, upon conviction for a second or subsequent offense, be guilty of having committed a misdemeanor and shall be punished as set forth in LMC 9.04.050.

9.56.080 - Driving, riding or walking on runways—Prohibited—Penalties.

A. It shall be illegal for any person to drive a motor vehicle, ride a bicycle or walk on the runways of the Lynden municipal airport. Runways are those areas designated for the take-off and landing of aircraft and shall not include the those areas designated for the parking or storage of aircraft.

B. This section does not apply to emergency personal responding to an emergency.

C. A violation of this section is a civil infraction and shall subject the violator to the following penalties:

First Violation:

C-5 Penalty (see LMC 1.24.040)

Each Subsequent Violation Within

a Twelve (12) Month Period:

Misdemeanor punishable as provided by LMC

9.04.050

9.60.140 - Handbills and posters—Violation—Penalty.

Any person violating any provision of this chapter shall be guilty of a misdemeanor.

10.04.060 - Violation—Penalty.

Unless another penalty is expressly provided by law in the MTO or in the statutes that are adopted by reference in Section 10.04.010, any person who is convicted of violating or failing to comply with any of the provisions of the ordinance codified in this chapter shall be guilty of a civil infraction and subject to a C-4 penalty (see LMC 1.24.040).

10.08.090 - Parking restrictions between nine a.m. and five-thirty p.m. on certain streets—Violation and penalty schedule.

A. When corresponding time limit signs are posted, it is unlawful for any person to park any motor vehicle on the following streets between nine a.m. and five-thirty p.m. for a period of time exceeding three hours except on Saturdays and Sundays or days designated as state holidays:

1. The south side of the west half of Front Street between Second and Third Streets;

2. Front Street between Third Street and Seventh Street;

3. Other areas signed or appropriately marked as a three hour parking limit.

B. It is unlawful for any person to park any motor vehicle for a period of time longer than fifteen minutes in any parking space signed or appropriately marked as a fifteen-minute parking limit.

C. A violation of any provision of this section is a civil infraction and shall subject the violator to the following penalties:

1. First offense within any twelve months: a written warning;

2. Second offense within twelve months: a second written warning. The second warning shall notify the defendant that subsequent violations within twelve months of the first violation will be punishable subject the violator to the monetary penalties set forth in subsection 3 below.

3. Third and subsequent offense within twelve months:

Third violation within twelve months: C-1 Penalty

Fourth violation within twelve months: C-2 Penalty

Fifth violation within twelve months: C-3 Penalty

Sixth violation and all subsequent violations within twelve months: C-4 Penalty

10.08.100 - Parking prohibited on certain streets.

A. It is unlawful for any person to park any motor vehicle on any portion of Bradley Road within the city limits of Lynden.

B. A violation of this provision is a civil infraction and shall subject the violator to a C-2 penalty (see LMC 1.24.040).

10.16.030 - Penalties.

A. A violation of this chapter is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040). Each time a vehicle is used contrary to this chapter such occasion shall constitute a separate offense within the meaning of this chapter.

B. The city of Lynden shall have a lien against the vehicle used contrary to this chapter in the amount of the penalty imposed and shall foreclose on such lien according to law, including costs and attorney's fees, if the penalty is not paid as required.

C. In his discretion, the officer may issue a notice of civil infraction and release the driver upon his signature, or he may require the driver or owner to deposit with the municipal court clerk a sum equal to a C-4 penalty (see LMC 1.24.040) prior to release of the vehicle as a guaranty of appearance in court.

10.18.030 - Violation—Penalty.

A violation of any provision of this chapter is a civil infraction and shall subject the violator to a C-3 penalty (see LMC 1.24.040). Furthermore, the device ridden at the time of the violation shall be subject to impound by the city for a period of ten days.

12.16.065 - Vehicle weight limited when—Exceptions—Penalty.

A. Whenever in the opinion of the city engineer it becomes necessary to place weight limits on streets in the city to avoid unnecessary damage to such streets caused by freezing and thawing, there shall be imposed a maximum weight limit of five tons gross vehicle weight on all streets in the city except the following:

1. Front Street from the west city limits to First Street;
2. Main Street from the west city limits to Third Street;
3. Third Street from Front Street to the north city limits.

B. Special exceptions may be made by the city engineer in the case of extraordinary need. Such weight restrictions shall be effective upon posting of notice of such weight restrictions on such streets.

C. A violation of this Section is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040).

12.24.190 - Violations—Penalty.

Any violation of any provision of this chapter shall constitute a civil infraction and shall subject the violator to a C-3 penalty (see LMC 1.24.040). Each and every calendar day during any portion of which any violation of this chapter is committed, continued or permitted by any such person shall constitute a separate offense.

12.28.060 - Penalty.

A violation of any of the provisions of this chapter is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040).

15.02.030 - Conditional certificate of occupancy—Penalty for failure to complete.

In the event the work to be completed pursuant to a conditional certificate of occupancy is not completed within the time allotted by the Planning & Community Development Department, the building permit holder shall be subject to a C-5 penalty (see LMC 1.24.040).

15.03.030 - Conditional certificate of occupancy—Penalty for failure to complete.

In the event the work to be completed pursuant to a conditional certificate of occupancy is not completed within the time allotted by the Planning and Community Development Department, the building permit holder shall be subject to a C-5 penalty (see LMC 1.24.040). For every additional day the work remains uncompleted, the building permit holder shall be subject to an additional C-1 penalty (see LMC 1.24.040).

16.12.040 - Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of permit or approval conditions and safeguards established in connection with such conditions) shall constitute a civil infraction and shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040). In addition, the person responsible for the violation shall pay all costs and expenses involved in the case. Nothing in this chapter contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

16.16.140 - Offense and penalty.

A violation of, or failure to comply with, any provision of this chapter is a civil infraction and shall subject the violator to a C-8 penalty (see LMC 1.24.040).

A failure to comply with a provision of this chapter occurs when a party:

- (1) Develops within or disturbs a critical area or its buffer without fully complying the requirements of this chapter; or
- (2) Fails to comply with mitigation requirements imposed pursuant to this chapter.

17.13.010 - Enforcing official—Authority.

The director shall be responsible for enforcing Titles 15 through 19 of this code, and may adopt administrative rules to meet that responsibility. The director may delegate enforcement responsibility to the city engineer, director of public works, building official, fire chief or chief of police as appropriate.

17.13.020 - General penalty.

Compliance with the requirements of Titles 15 through 19 of this code, shall be mandatory. The provisions for enforcing and obtaining compliance established in Chapter 1.34 shall apply to any

violation of those titles. The enforcement actions authorized under this chapter shall be supplemental to those general penalties and remedies.

17.13.050 - Civil fines.

A. *Failure to obtain necessary permit.* The failure to obtain any necessary permit required under the Development Code is a civil infraction and shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040).

B. *Other violation of the Development Code.* A violation of any provision of the Development Code for which a penalty is not specified shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040).

19.49.060 - Content—Violations.

Any CUP that is issued, shall certify the location, nature and extent of the uses, together with all conditions that are imposed and other information deemed necessary for the issuance of the permit. A copy of the permit shall be kept on file and reviewed annually by the director. If at any time it is found that the use no longer complies with the conditions specified therein the owner shall be declared in violation of this chapter. Any such violation is a civil infraction and shall subject the person responsible for the violation to a C-9 penalty (see LMC 1.24.040) and/or revocation of the conditional use permit.

19.57.160 - Violations.

A. If the Community Development Director finds that the home occupation use violates the conditions of a home occupation use permit or this chapter, the Community Development Director shall notify the permit holder or licensee in writing of the decision that the home occupation use permit or business license shall be suspended or revoked unless the violation is abated.

Appeal of the Community Development Director's administrative decision to suspend or revoke a home occupation use permit or business license may be appealed according to the procedures set forth in LMC 17.11.

19.59.240 - Violation—Penalty.

A. A violation of any term or provision of this chapter or of any permit hereunder, or failure to comply with a lawful order of the city planner Community Development Director as provided in this chapter is a civil infraction and shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040).

B. Each calendar day of any continuing violation shall be deemed a separate and distinct violation.

SECTION 4: The following provisions of the Lynden Municipal Code are hereby repealed in their entirety:

~~9.04.085 – Person receiving civil infraction notice—Identification and detention.~~

~~A person who is to receive a notice of infraction under the Lynden Municipal Code is required to identify himself or herself to the enforcement officer by giving his or her name, address and date of birth. Upon request of the officer, the person shall produce reasonable identification, including a driver's license or identicard.~~

~~The officer may detain the person for a reasonable period of time necessary to confirm the identity of the person, to check for outstanding warrants and to complete and issue the notice of civil infraction.~~

~~17.13.040 – Civil regulatory order.~~

~~A. Authority. A civil regulatory order may be issued and served upon a person if any activity by or at the direction of that person is, has been, or may be taken in violation of the development code.~~

~~B. Notice. A civil regulatory order shall be deemed served and shall be effective when posted at the location of the violation and/or delivered to any suitable person at the location and/or delivered by registered mail or otherwise to the owner or other person having responsibility for the location.~~

~~C. Content. A civil regulatory order shall set forth:~~

- ~~1. The name and address of the person to whom it is directed;~~
- ~~2. The location and specific description of the violation;~~
- ~~3. A notice that the order is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;~~
- ~~4. An order that the violation immediately cease, or that the potential violation be avoided;~~
- ~~5. An order that the person stop work until correction and/or remediation of the violation as specified in the order;~~
- ~~6. A specific description of the actions required to correct, remedy, or avoid the violation, including a time limit to complete such actions;~~
- ~~7. A notice that failure to comply with the regulatory order may result in further enforcement actions, including civil fines and criminal penalties.~~

~~D. Remedial Action. The director may require any action reasonably calculated to correct or avoid the violation, including, but not limited to, replacement, repair, supplementation, revegetation or restoration.~~

~~E. Appeal. A civil regulatory order may be appealed in an open record appeal to the hearing examiner in accordance with Chapter 17.11 of this code.~~

SECTION 5: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION 6: Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

AFFIRMATIVE VOTE IN FAVOR, AND _____ AGAINST, AND SIGNED BY THE MAYOR
THIS ____ DAY OF _____ 2024.

Scott Korthuis, Mayor

ATTEST:

Pamela Brown, City Clerk

APPROVED AS TO FORM:

ROBERT CARMICHAEL, City Attorney

EXHIBIT A

ORDINANCE NO. 23-1680

Showing amendments to the Lynden Municipal Code. Underlines indicate additions and strikethroughs indicate deletions.

Chapter 1.24 – GENERAL PENALTY ~~AND ENFORCEMENT~~

1.24.010 – Classification of Penalties.

Penalties are classified as follows:

A. *General Penalty.* Whenever the performance of any act is specifically prohibited or required by any law or section within this code and no penalty for violating such law or section is imposed, the penalty for performance of such required act or omission shall be a civil infraction.

B. *Civil Infraction.* Unless otherwise provided by law or this code, a person found guilty of committing a civil infraction under this code shall be subject to a monetary fine of not more than \$500.00. Statutory assessments shall be imposed in addition to any monetary fine for a civil infraction. A civil infraction may also be referred to within this code as a “civil violation.”

C. *Misdemeanor.* Every person convicted of a misdemeanor for which no punishment is prescribed by any statute in force at the time of conviction shall be punished by imprisonment in the county jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000 or by both such imprisonment and fine. (RCW 9.92.030). Statutory assessments shall be imposed in addition to any monetary fine for a misdemeanor offense.

D. *Gross Misdemeanor.* Every person convicted of a gross misdemeanor for which no punishment is prescribed in any statute in force at the time of conviction shall be punished by imprisonment in the county jail for a maximum term fixed by the court of up to 364 days, or by a fine in an amount fixed by the court of not more than \$5,000, or by both such imprisonment and fine (RCW 9.92.020). Statutory assessments shall be imposed in addition to any monetary fine for a gross misdemeanor offense.

1.24.015 – General penalty.

~~A. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of any ordinance contained in Title 9, 15, 16, 17, 18, or 19 of the Lynden Municipal Code is guilty of a misdemeanor. Any person violating any of the other provisions or failing to comply with any of the other mandatory requirements of the other titles of this code shall be guilty of a civil infraction. Except in cases where a different punishment is prescribed by any ordinance of the city, any person convicted of a misdemeanor under the ordinances of the city shall be punished by a fine not to exceed one thousand dollars. Except in cases where a fixed monetary fine is prescribed by an ordinance, any person found to have committed a civil infraction shall pay a civil penalty of not more than five hundred dollars.~~

~~B. Each such person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the city is committed, continued or permitted by any such person, and he or she is punishable accordingly.~~

1.24.020 - Violator's written promise to appear in court—Approval required. Continuing Offenses.

~~Any person arrested or charged with violation or violations of any portion of the city ordinances including sections and/or portions enacted hereinafter may, with approval of the presiding judge or person or persons acting on behalf of the presiding judge, give his or her written promise to appear in proper court, be it the municipal court of the city of Lynden or the Whatcom County District Court at any agreed time.~~

Each day during any portion of which a violation of any provision of this code is committed or is permitted is deemed to be the commission of a separate offense.

1.24.030 – Principles of Liability.

The following statutes of the state of Washington are adopted by reference, as presently constituted or hereafter amended, and made a part of this code:

- A. RCW 9A.08.010, General requirements of culpability
- B. RCW 9A.08.020, Liability of conduct of another, complicity
- C. RCW 9A.08.030, Criminal liability of corporations and persons acting under a duty to act on their behalf.

1.24.040 – Penalties for Civil Infractions – Designated.

Specific, non-deferrable, non-suspendable civil penalties are adopted by category reference in other sections of this code with a specific civil penalty to be imposed for each category of civil infraction as follows:

<u>Category</u>	<u>Penalty</u>
<u>C-1</u>	<u>\$25</u>
<u>C-2</u>	<u>\$50</u>
<u>C-3</u>	<u>\$75</u>
<u>C-4</u>	<u>\$100</u>
<u>C-5</u>	<u>\$250</u>
<u>C-6</u>	<u>\$300</u>
<u>C-7</u>	<u>\$350</u>
<u>C-8</u>	<u>\$500</u>
<u>C-9</u>	<u>\$1,000</u>

Chapter 1.34 – COMPLIANCE AND ENFORCEMENT

1.34.010 – Title.

This chapter shall be called “Compliance and Enforcement.”

1.34.020 – Applicability & Purpose.

A. This chapter sets forth the procedures for enforcing violations of the following provisions of the Lynden Municipal Code as now in effect or hereafter amended:

-Title 8 (Health and Safety), Except for Chapter 8.16 (Litter);

-Title 12 (Streets, Sidewalks and Public Places);

-Title 15 (Building and Construction);

Title 16 (Environmental Policy);

-Title 17 (Land Development);

-Title 18 (Subdivisions);

-Title 19 (Zoning); and

-Such other code provisions, ordinances, resolutions, or public rules that adopt this chapter by reference.

C. The provisions of this chapter are in addition to any other provisions of this code and may be enforced separately from such other provisions or in combination therewith. The City shall have any and all remedies available to it in law and equity.

D. It is the express and specific purpose and intent of this chapter to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be specially protected or benefitted by the terms of this chapter.

E. Nothing contained in this chapter is intended or shall be construed to create or form the basis of any liability on the part of the City, its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City, its officers, employees, or agents.

1.34.030 – Definitions.

All definitions contained in LMC 17.01.030 apply to this chapter. In addition, the following words and phrases used in this chapter shall have the following meanings:

- A. “Abate” means to repair, replace, remove, destroy, demolish, board-up, or otherwise remedy a condition which constituted a civil infraction by such means, in such a manner, and to such extent as the Enforcement Official determines is necessary in the interest of the general health, safety, and welfare of the community.

- B. “Enforcement Official” means the City official designated by code with enforcement authority of a particular title, chapter, section, or provision thereof and may include any of the following:
- (1) The Chief of Police
 - (2) The City Administrator
 - (3) The Director of the department generally responsible for enforcement of the Lynden Municipal Code provision which is the subject of a violation including, but not limited to:
 - i. The Public Works Director (for violations of Titles 12-13)
 - ii. The Community Development Director (for violations of Titles 15-19)
 - iii. The Parks Director (for violations of Chapter 12.24)
 - (4) A Code Enforcement Officer, serving under the direction of the Community Development Director or Building Official;
 - (5) Any designee duly appointed by any of the officials identified in subsections B (1)-(3) above.

Any of the officials identified in subsections B (1) – (5) above may act as an Enforcement Official pursuant to violations of Lynden Municipal Code Title 8.

- C. “Determination of Compliance” means a written statement from the City that the violation(s) identified in a Voluntary Correction Agreement, Civil Regulatory Order, or other notice has been sufficiently abated, remediated, or otherwise resolved.
- D. “Emergency” means a situation or civil violation which, in the opinion of an Enforcement Official, requires immediate action to prevent or eliminate an imminent threat to the public health, safety, or welfare of persons or property.
- E. “Hearing Examiner” means the Lynden Hearing Examiner and the office thereof established pursuant to Lynden Municipal Code Chapter 2.09.
- F. “Person Responsible for the Violation” means the person or persons, firm, corporation, partnership, joint venture, limited liability company, or other legal entity who caused, or is reasonably believed by an Enforcement Official to have caused, the violation and/or the owner, lessor, tenant, or other person entitled to control, use, and/or occupy the property and/or premises where a civil violation occurs.
- G. “Remediate” means to restore a site to a condition that complies with critical area or other regulatory requirements as they existed before the violation occurred; or, for sites that have been degraded under prior ownerships, restore to a condition which does not pose a probable threat to the environment or to the general public health, safety, or welfare.

H. “Violation” means:

- (1) An act or omission contrary to any regulation or provision of the Lynden Municipal Code; and
- (2) An act or omission contrary to the conditions of any permit, notice, order, or stop work order issued pursuant to any such regulation or provision.

1.34.035 – Declaration of Public Nuisance.

All violations of the following are determined to be detrimental to the public health, safety, and environment, and are declared to be public nuisances:

1. Title 8 (Health and Safety);
2. Chapter 13.24.130;
3. Chapter 13.24.160;
4. Title 12 (Streets, Sidewalks and Public Places)
5. Title 15 (Building and Construction);
6. Title 16 (Environmental Policy);
7. Title 17 (Land Development);
8. Title 18 (Subdivisions); and
9. Title 19 (Zoning).

1.34.040 – Enforcement, Authority, and Administration.

A. In order to discourage public nuisances and otherwise promote compliance with applicable code provisions, an Enforcement Official may, in response to field observations, investigations, or reliable complaints, determine that violations of the provisions listed in LMC 1.34.020, or any other provision which adopts the compliance and enforcement scheme established in Chapter 1.34, have occurred or are occurring, and may:

- (1) Enter into a Voluntary Correction Agreement with a person responsible for the violation(s);
- (2) Issue Civil Regulatory Orders, assess civil penalties, and/or recover costs as authorized by this chapter and/or other applicable code sections;
- (3) Require abatement by the Person Responsible for the Violation or undertake summary abatement and charge the reasonable costs of such work as authorized by this chapter;
- (4) Order work stopped at a site by means of a stop work order, and if such order is not complied with, assess civil penalties as authorized by this chapter and/or other applicable code sections;

(5) Suspend, revoke, or modify any permit previously issued by the City or deny a permit application as authorized by this chapter and/or other applicable code sections when other efforts to achieve compliance have failed;

(6) Forward a written statement providing all relevant information relating to the violation to the office of the City Attorney with a recommendation to prosecute violations; and

(7) Require any other remedy available by law through the Hearing Examiner and/or court of applicable jurisdiction in Whatcom County.

B. The City has established its own Civil Infraction system for the enforcement of civil violations and nuisances pursuant to the authority of RCW 35A.11.020 and RCW 7.80.010(5), as presently enacted or hereafter amended.

C. The procedures set forth in this chapter are not exclusive. These procedures shall not in any manner limit or restrict the City from remedying or abating violations of the titles listed in LMC 1.34.020 in any other manner authorized by law.

D. *Obligation of Person Responsible for Violation.* The Person Responsible for the Violation shall achieve full code compliance. Payment of civil penalties, applications for permits, acknowledgement of stop work orders, and compliance with other remedies does not substitute for performing corrective work and/or performance of actions required for code compliance and/or having the property brought into compliance to the extent reasonably practicable under the circumstances, as determined by the Enforcement Official.

E. *Right of Entry.* The Enforcement Official is authorized to enter upon property or premises at any reasonable time to determine whether a civil violation has occurred or is occurring, or to enforce any provision of the Lynden Municipal Code. The Enforcement Official may make examinations, surveys, and studies as may be necessary in the performance of their duties. If the premises is occupied, the Enforcement Official shall present credentials and request entry. If an owner, occupant, or agent refuses the Enforcement Official entry, the City may seek an administrative or criminal search warrant.

1.34.050 – Voluntary Correction Agreement.

A. *Applicability.* This section applies whenever the Enforcement Official determines that a violation has occurred or is occurring.

B. *General.* The Enforcement Official shall have the discretion to secure voluntary correction by contacting the Person Responsible for the Violation, explaining the violation, and requesting correction.

C. *Issuance of Voluntary Correction Agreement.* A Voluntary Correction Agreement may be entered into between the Person Responsible for the Violation and the City, acting through the Enforcement Official. The Mayor is authorized to sign a Voluntary Correction agreement on behalf of the City.

D. *Content.* The Voluntary Correction Agreement is a contract between the City and the Person Responsible for the Violation under which such person agrees to correct the violation within a

specified time and according to specific conditions. The Voluntary Correction Agreement shall include, at a minimum, the following:

- (1) The name and address of the Person Responsible for the Violation;
- (2) The street address or a description sufficient for identification of the building, structure, premises, or land upon which or within which the violation has occurred or is occurring;
- (3) A description of the violation(s) and a reference to the provision(s) of the City code which has been violated;
- (4) The necessary corrective action to be taken, and the date by which the correction must be completed;
- (5) An agreement by the Person Responsible for the Violation that the City may inspect the premises as may be necessary to determine compliance with the Voluntary Correction Agreement;
- (6) The amount of the minimum civil penalty that will be imposed if the terms of the Voluntary Correction agreement are not complied with; and
- (7) A statement that if the City determines that the terms of the Voluntary Correction Agreement are not complied with, the City may impose any remedy authorized by this chapter, including:
 - I. Assessment of the civil penalties identified in the Voluntary Correction Agreement;
 - II. Abatement of the violation at expense of Person Responsible for Violation;
 - III. Assessment of all costs and expenses incurred by the City to pursue code enforcement and to abate the violation, including legal and incidental expenses; and
 - IV. Suspension, revocation, or limitation of any related permit(s).
- (8) A statement that the Person Responsible for the Violation knowingly waives the right to a hearing.

E. Right to a Hearing Waived. In consideration of the City's agreement to enter into a Voluntary Correction Agreement, the Person Responsible for the Violation shall have no right to an administrative or judicial hearing, under this chapter or otherwise, regarding the matter of the violation or the required corrective action.

F. Administrative Review of Compliance. After the Person Responsible for the Violation has given written notice to the City of completion of the corrective action required under the Voluntary Correction Agreement, the Enforcement Official shall, within five working days, determine if the corrective action is complete. If the Enforcement Official determines that the corrective action is not complete, the Enforcement Official shall so notify the Person Responsible for the Violation in writing. The Person Responsible for the Violation shall have seven business days from the date of mailing of said notice in which to file an appeal with the

Enforcement Official for review of such determination by the Hearing Examiner. Said review shall be completed and a decision issued by the Hearing Examiner within thirty days of receipt of a timely appeal. The only issue subject to review during an appeal at this stage shall be whether there has been complete compliance with the terms of the Voluntary Correction Agreement.

G. *Extension and Modification.* An extension of the time limit to complete the corrective action or a modification of the required corrective action may be granted by the Enforcement Official, in writing, if in the judgment of the Enforcement Official the Person Responsible for the Violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances render correction required under the original agreement impossible or impractical.

H. *Abatement by the City.* The City may abate the violation in accordance with Section 1.34.100 if the terms of the Voluntary Correction Agreement are not complied with.

I. *Monetary Penalty.*

(a) The Enforcement Officer may reduce or waive any related monetary penalties if the violation(s) are corrected or mitigated according to the terms and schedule of a Voluntary Correction Agreement.

(b) If the terms of the Voluntary Correction Agreement are not met, the Person Responsible for the Violation may be assessed a monetary penalty not to exceed \$1,000 for each violation. Each separate day, event, action, or occurrence shall constitute a separate violation. In addition, such person shall be liable for all costs and expenses of abatement, as set forth in Section 1.34.100(C). Penalties will begin to accrue from the date the Voluntary Correction Agreement was issued. The date the City completes the abatement shall be the last day a monetary penalty may be imposed.

1.34.060 – Civil Regulatory Order.

When the Enforcement Official determines that a violation has occurred or is occurring and does not secure voluntary correction pursuant to Section 1.34.050, the Enforcement Official may issue a Civil Regulatory Order to the Person Responsible for the Violation.

1.34.061 – Civil Regulatory Order – Issuance & Service.

A. *Issuance.* When the Enforcement Official determines that a violation has occurred or is occurring, the Enforcement Official may issue a Notice of Civil Regulatory Order to any Person Responsible for the Violation.

B. *Person Receiving Notice – Identification and Detention.* A person who is to receive a Notice of Civil Regulatory Order is required to identify themselves to the Enforcement Official by giving their name, address, and date of birth. Upon the request of the Enforcement Official, the person shall produce reasonable identification.

A Person Responsible for the Violation who is unable or unwilling to reasonably identify themselves to the Enforcement Official may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing the Notice of Civil Regulatory Order.

C. Contents. The Notice of Civil Regulatory Order shall include, at a minimum, the following:

1. The name and address of the Person Responsible for the Violation;
2. The street address or a description sufficient for identification of the building, structure, premises, or land upon which or within which the violation has occurred or is occurring;
3. A statement that the Notice of Civil Regulatory Order represents a determination that a civil infraction has been committed by the person named in the notice and that the determination is final unless contested as provided in this chapter;
4. A statement that a civil infraction is a noncriminal offense for which imprisonment may not be imposed as a sanction;
5. A statement of the specific violation for which the notice was issued;
6. A statement of the monetary penalty established for the civil infraction, including any portion of said penalty that may be suspended, conditioned on timely correction, abatement, or remediation;
7. A statement that the recipient must respond to the notice as provided in this chapter within fifteen days by (1) providing evidence that the violation has been sufficiently corrected, abated, or remediated, (2) filing a notice of appeal with the Enforcement Official to be heard by the Hearing Examiner, or (3) requesting a mitigation hearing with the Enforcement Official to explain mitigating circumstances surrounding the violation.
8. A statement that at any hearing to contest the determination, the rules for Hearing Examiner Proceedings established pursuant to LMC Chapter 2.09 will apply; and
9. A statement that failure to respond to a Notice of Civil Regulatory Order within fifteen days or to appear at a requested hearing is a misdemeanor and may be punished by a fine, imprisonment, or by both such fine and imprisonment; and
10. A statement that failure to respond to the notice or a failure to appear at a hearing requested for the purpose of contesting the determination or for purposes of explaining mitigating circumstances will result in a default judgment against the Person Responsible for the Violation in the amount of the penalty. In addition, the failure to appear may be referred to the prosecuting attorney for criminal prosecution for failure to respond and/or appear.

The Notice of Civil Regulatory Order may also include the following, as applicable:

11. A statement of the steps required to correct, abate, or remediate the violation;

12. The date by which the required corrective action, abatement, or remediation must be completed by; and/or
13. An order to stop work, but only if in the judgment of the Enforcement Official the subject continuing violation of this code will materially impair the Enforcement Official's ability to secure compliance with the code, when the continuing violation threatens the health or safety of the public, or when the continuing violation is likely causing ongoing environmental damage. Said stop work order shall specify the violation and may prohibit any or all work or other activity at the site until the required correction, abatement, or remediation is completed and a Determination of Compliance is issued by the Enforcement Official.

D. Service. Service of the Notice of Civil Regulatory Order shall be made by one or more of the following methods:

- A. By personal service on the Person Responsible for the Violation;
- B. If the violation involves a business, by personal service on any employee of the business of a suitable age and discretion;
- C. By mailing a copy of the notice by regular first-class mail to the last known address of the Person Responsible for the Violation; or
- D. For violations involving real property, by placing the notice in a conspicuous place on the property where the violation is occurring.

Service shall be deemed effective upon personal service, or one business day following the posting of the notice upon the property, or three days following placement of the notice in the U.S. mail, postage prepaid.

E. *Determination Final Unless Contested.* A Notice of Civil Regulatory Order represents a determination that a civil infraction has been committed. The determination is final unless contested as provided in LMC 1.34.062.

1.34.062 – Civil Regulatory Order – Response.

A. A person who receives a Notice of Civil Regulatory Order shall respond to the notice within fifteen days of the date the notice was served by either (1) providing evidence that the violation has been sufficiently corrected, abated, or remediated, and paying any penalty prescribed in the order, (2) filing a notice of appeal with the Enforcement Official to be heard by the Hearing Examiner, or (3) requesting a mitigation hearing with the Enforcement Official to explain mitigating circumstances surrounding the violation.

B. *Declaration of Compliance.* If the Person Responsible for Violation provides evidence the violation has been corrected and/or pays any prescribed penalty, an Enforcement Official will undertake further investigation to determine whether compliance has been achieved. If compliance has been achieved, the Enforcement Officer will issue a Determination of Compliance within five business days to the person(s) named in the order. If the Enforcement

Official determines that compliance has not been achieved, they may elect to issue a new Civil Regulatory Order or pursue any other action available in law or equity.

C. *Hearing Examiner Appeal.* A Civil Regulatory Order may be appealed to the Hearing Examiner within 15 days of the effective service of the order by filing a statement of appeal with the Enforcement Official. A statement of appeal shall include the following:

1. The name of the appellant,
2. The date of the Civil Regulatory Order, and
3. An explanation of the grounds for appeal, including citation to applicable sections of the Lynden Municipal Code or other legal authority.

If an appeal is not timely filed with the Enforcement Official, the Civil Regulatory order becomes a final order. The final order, including the collection of penalties and required correction, abatement, or remediation, may be enforced by the City Attorney in Whatcom County Superior Court.

D. *Explanation of Mitigating Circumstances.* Within 15 days of the effective service of a Civil Regulatory Order, the Person Responsible for the Violation may request a hearing with the Enforcement Official for the purpose of explaining any mitigating circumstances surrounding the violation. The hearing shall be an informal proceeding. The Person Responsible for the Violation may not subpoena witnesses. The determination that a violation has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances. Within 10 days of the hearing, the Enforcement Official will provide the Person Responsible for the Violation a written notice of the decision and any revisions to the Civil Regulatory Order.

E. Any person who fails to comply with a Notice of Civil Regulatory Order is guilty of a misdemeanor regardless of the disposition of the Notice of Civil Regulatory Order.

F. A person who willfully fails to pay a monetary penalty under this chapter may, unless indigent, be found in contempt of a court as provided in Chapter 7.21 RCW.

1.34.070 – Penalties.

A. *Monetary Penalty.* If corrective action is not completed by the date specified in a Notice of Civil Regulatory Order, a daily C-4 penalty (see LMC 1.24.040) shall commence. The daily monetary penalty shall increase to a C-5 penalty (see LMC 1.24.040) if corrective action is not completed by the second deadline established in the initial or any subsequent Notice of Civil Regulatory Order. The daily monetary penalty shall increase to a C-8 penalty (see LMC 1.24.040) per day if the corrective action is not completed by the third deadline established in the initial or any subsequent Notice of Civil Regulatory Order. This penalty shall be in addition to any penalty imposed in the Civil Regulatory Order for the underlying violation(s) and any penalty pursuant to a Voluntary Correction Order entered into prior to issuance of the Civil Regulatory Order. Civil fines shall be paid into the City's general fund.

B. *Restitution.* The Hearing Examiner or a reviewing court may also order a person found to have committed a violation to make restitution and perform abatement or remediation.

C. Collection of Monetary Penalty. Civil penalties imposed under this section shall be due immediately and payable upon issuance and receipt of a Notice of Civil Regulatory Order. The City may, but is not required to, send the Person Responsible for the Violation periodic statements of the total monetary penalty currently due. If a penalty remains unpaid thirty days after it becomes due and payable, the City Attorney is authorized to take all actions available to collect the full amount owed. The City Attorney is authorized to take all actions available to collect the monetary penalty.

D. Continued Duty to Correct. Payment of a monetary penalty pursuant to this section does not relieve the Person Responsible for the Violation of the duty to correct, abate, or remediate the violation as called for in the Civil Regulatory Order.

E. Compromise, Settlement, and Disposition of Disputes. The Enforcement Official or the City Attorney may negotiate a settlement or compromise, or otherwise dispose of a dispute enforced under this chapter when to do so would be in the best interests of the City.

1.34.090 – Civil Regulatory Order – Appeal.

A. How to Appeal. The person to whom a Notice of Civil Regulatory Order is issued pursuant to this chapter may appeal to the Hearing Examiner by sending a written notice of appeal to the Enforcement Official along with the applicable appeal fee established by resolution of the City Council, if any, within 15 calendar days from the date of effective service of the Notice of Civil Regulatory Order. The written notice of appeal shall contain, at a minimum, the following information:

1. A brief statement identifying the decision being appealed;
2. The name and address of the appellant;
3. A brief statement identifying the relief sought and the reasons why the Enforcement Official's determination should be reversed, modified, or set aside; and
4. Identification of any witness testimony, photographs, or documentary evidence to be presented.

B. Effect of Appeal. The monetary penalty for a continuing violation does not continue to accrue during the pendency of the appeal. However, the Hearing Examiner may impose a daily monetary penalty from the effective date of service of the Notice of Civil Regulatory Order if the Hearing Examiner finds that the appeal is frivolous or intended solely to delay compliance. All other provisions of the Civil Regulatory Order remain in effect during the pendency of the appeal.

C. Date of Hearing. Within 10 days of the Enforcement Official's receipt of a timely written notice of appeal, the Hearing Examiner shall set a public hearing for a date within 45 days, unless a longer period is agreed to by both parties.

D. Conduct of Hearing. The Hearing Examiner shall conduct the hearing according to the Hearing Examiner Procedural Rules established pursuant to LMC 2.09.

E. *Preponderance of the Evidence Standard.* For each violation appealed, the Hearing Examiner shall determine whether the City has established by a preponderance of the evidence that (1) a violation has occurred, and (2) that the required corrective action is reasonable.

F. *Decision.* The Hearing Examiner shall affirm, vacate, or modify the City's decision regarding each alleged violation appealed and the related required corrective action, with or without written conditions.

G. *Notice of Decision.* The Hearing Examiner's decision shall be mailed to the Appellant, Enforcement Official, and City Attorney within 14 days of the hearing. The decision shall contain, at a minimum, the following:

1. The decision regarding the alleged violation, including findings of fact and conclusions of law based thereon;
2. A statement that noncompliance with the Hearing Examiner's decision is punishable as a misdemeanor under LMC 1.34.90(I).

I. *Effect of Decision.* The decision of the Hearing Examiner shall constitute the final decision of the City. If a notice of appeal is not timely filed, the failure to comply with the decision of the Hearing Examiner shall constitute a misdemeanor. In addition to criminal punishment pursuant to this subsection, the City may pursue abatement as provided for in this chapter.

1.34.100 – Abatement by the City.

A. *Summary Abatement.* Whenever a condition constitutes an immediate threat to the public health, public safety, public welfare, or to the environment, the City may summarily and without prior notice abate the condition. Written notice of such abatement, including the reason(s) for it, shall be given to the Person Responsible for the Violation as soon as reasonably practicable after the abatement.

B. *Judicial Abatement.* Alternatively, the City may at any time seek a judicial abatement order from Whatcom County Superior Court to abate a condition which continues to be a violation of this code when other methods of remedial action have failed to produce compliance.

C. *Cost of Summary Abatement.* In addition to any other penalty imposed under this chapter, the City may levy a special assessment on the property or premises where a nuisance is situated to reimburse the City for the expense of the abatement of said nuisance, in accordance with the requirements of RCW 35A.21.405, as presently enacted or as hereafter amended.

D. *Other Methods Not Excluded.* Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the City or its officials in accordance with another ordinance or the laws of the state of Washington.

1.34.130 – Interference with Code Enforcement Unlawful.

Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a Civil Regulatory Order, stop work order, emergency order, or intentionally obstructs, impedes, or

interferes with lawful attempts to correct a violation being processed under this chapter shall be guilty of a gross misdemeanor.

1.34.140 – Conflicts.

In the event of a conflict between this chapter and any other provision of the Lynden Municipal Code or City ordinance, this chapter shall control.

1.34.150 – Severability.

If any section, subsection, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity of any other section, subsection, clause, paragraph, phrase, or word of this chapter.

2.09.040 - Jurisdiction-duties—powers.

A. The hearing examiner shall have the power to receive and examine available information, conduct public hearings, prepare a record thereof, and enter decisions as provided by ordinance.

B. The hearing examiner shall have the exclusive jurisdiction to hold an open record hearing and make a decision on the following matters:

1. Appeals of the determinations of the fees and dedications made under Chapters [3.28](#), [3.40](#), [3.44](#), and [19.67](#) LMC;
2. Appeals of dangerous dog declarations under [Chapter 6.09](#) LMC;
3. Appeals of determinations of eligibility for relocation assistance under [Chapter 12.36](#) LMC;
4. Appeals of the city's determination to suspend services, impose penalties, recover costs, establish compliance schedules, or terminate a user's wastewater and/or collection services, under [Chapter 13.12](#) LMC;
5. Appeals of the city's computation or application of the stormwater management utility service charge or FCI charges or imposition of sanctions or fines under [Chapter 13.24](#) LMC;
6. Challenges of the written interpretations and/or decisions of the public works director made under [Chapter 13.28](#) LMC;
7. Petitions for exemptions from payment of the utility fee or for conversion to exempt status, and appeals of the city's computation of the applicable fees assessed, under [Chapter 13.32](#) LMC;

8. Appeals of the determination of the ~~planning director~~ Community Development Director regarding moving buildings under Chapter 15.05 LMC;
9. Appeals of the determination of the building code official as described in Chapter 15.14 LMC;
10. Appeals of final SEPA threshold determinations and adequacy of final EISs, made under Chapter 16.05 LMC, including related procedural and substantive issues;
11. Appeal of director's final critical area determinations;
12. All applications for shoreline permits or revisions to shoreline permits under Chapter 16.08 LMC, except where the permit or revision is part of a project application being decided upon by a different hearing body;
13. Under Chapter 16.12 LMC, Floodplain Management, all appeals of determinations of the director, and variance requests where not consolidated with an underlying project application being decided upon by a different hearing body;
14. Appeals of the imposition of penalties or of the ~~planning director's~~ Community Development Director's decision on mitigation or revision under Chapter 16.16 LMC;
15. Appeals of the administrative approvals described in LMC Sections 17.09.010 and 17.09.020;
16. Appeals of administrative interpretations and approvals under LMC Section 17.11.010;
17. Appeals of civil regulatory orders and civil fines issued under ~~Chapter 17.13~~ Chapter 1.34 LMC;
18. Appeals of the results of concurrency tests, denials of proposed mitigation for transportation facilities, and any other determinations of capacity or calculations or assessments of any fees made under Chapter 17.15 LMC;
19. Amortization periods for nonconforming signs;
20. All variances from the requirements of Title 19, except variances from the requirements of Chapter 19.33 LMC and LMC Sections 19.22.030, 19.22.040, and 19.22.050, and except where the variance is part of a project application being decided upon by a different hearing body;
21. Appeals of determinations of building official as described in LMC Section 19.42.040;
22. Appeals of administrative interpretations made under Chapter 19.59 LMC; and
23. ~~Other actions as required by this code.~~ Appeals of a determination of incomplete abatement under a voluntary correction order made under LMC Section 1.34.050(F) and
24. Other actions as required by this code.

C. In order to avoid the city holding two hearings on one project, the hearing examiner shall only hear variance applications and shoreline permit applications or revisions that are not filed as

part of an underlying project for which another hearing body will conduct a hearing. For example, if an applicant submits a long plat application along with a variance application to use an alternative cul-de-sac design, the hearing on the variance on the cul-de-sac shall be consolidated with the hearing on the long plat, and the consolidated hearing shall be before the hearing body holding the hearing on the long plat.

D. The hearing examiner is empowered to act in lieu of the board of adjustment, the board of appeals, the city council, the planning commission and such other officials, boards, or commissions as may be assigned for those matters listed in subsection (B) of this section. Wherever existing ordinances, codes or policies authorize or direct the board of adjustment, the board of appeals, the city council, the planning commission or other officials, boards, or commissions to undertake certain activities which the hearing examiner has been assigned under said subsection (B), such ordinances, codes or policies shall be construed to refer to the hearing examiner.

E. The hearing examiner may include in a decision any conditions of approval that are necessary to ensure that the proposal complies with all applicable code criteria and comprehensive plan policies.

F. The hearing examiner has such other powers as are necessary to carry out the purpose and intent of this chapter, including without limitation to conduct pre-hearing conferences; to require the submittal of information; to schedule and continue hearings; to administer oaths and affirmations; to issue subpoenas; to regulate the course of pre-hearing discovery; to preside over hearings and the conduct of parties; to question parties and witnesses at a hearing; to rule on all evidentiary, procedural and other matters, including all motions; to maintain order; to establish post-hearing procedures; to issue findings of fact and conclusions of law; to enter final decisions and orders; and to adopt procedures consistent with [Section 2.09.050](#).

G. With the exception of shoreline permit applications, ~~and~~ revisions heard by the hearing examiner, and decisions on appeals of Civil Regulatory Orders, the hearing examiner's decision on ~~these the~~ matters identified in subsection (B) shall be final unless timely appealed to the city council following the procedures in [Chapter 17.11](#) LMC. The city council shall hear appeals of these matters as closed record appeals. The hearing examiner shall make the final decision of the city on the shoreline permit issues he or she hears and on appeals of Civil Regulatory Orders. The determination of the hearing examiner on shoreline permit applications and revisions shall be subject to appeal to the shoreline hearings board.

2.10.070 - Violation—Penalty.

It shall be a misdemeanor, ~~punishable by a fine of not to exceed five hundred dollars, or by imprisonment for not to exceed three months, or both,~~ for any person during a disaster:

A. To willfully obstruct, hinder or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter;

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of a nature as to give, or be likely to give, assistance to the enemy, or to imperil the

lives or property of inhabitants of the city, or to prevent, hinder or delay the defense or protection thereof;

C. To wear, carry or display, without authority, any means of identification specified by the department of emergency management of the state.

3.28.180 - Noncompliance—Penalty.

A violation of any provision of this chapter including, but not limited to:

- A. Failing or refusing to apply for a utility occupation license,
- B. Failing or refusing to make tax returns or to pay the tax and/or any applicable penalty when due, or
- C. Making a false statement or representation in connection with any such application

is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040). Each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted will be considered a separate offence. Any person subject to this chapter, who fails or refuses to apply for a utility occupation license or to make tax returns or to pay the tax or penalties when due, or who makes any false statement or representation in or in connection with any such application, or who otherwise violates or refuses to comply with the provisions of this chapter, shall be deemed guilty of a misdemeanor, and each such person is guilty of a separate offense for e
Each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted will be considered a separate offence, and upon any conviction of any such violation, such person shall be punished by a fine not to exceed one thousand dollars for each day or portion thereof which such person is found guilty of noncompliance with the provisions of this chapter.

3.12.070 - Penalties.

Any seller who fails or refuses to collect the tax as required with the intent to violate the provisions of this chapter or to gain some advantage or benefit, either direct or indirect, and any buyer who refuses to pay any tax due under this chapter shall be guilty of a misdemeanor, ~~and upon conviction thereof shall be fined no more than five hundred dollars or imprisoned for not more than six months, or by both such fine and imprisonment.~~

3.36.060 - Penalty.

A violation of any provision of this chapter ~~That any person, firm or corporation violating or failing to comply with the provisions of this chapter~~ or any lawful rule or regulation adopted pursuant hereto is a civil infraction and shall upon conviction be punished by a fine in a sum not to exceed five hundred dollars subject the violator to a C-4 penalty (see LMC 1.24.040). Each day of violation will be considered a separate offense.

5.02.110 - Violation—Penalty.

~~Any person violating or failing to comply~~ A violation of with any of the provisions of this chapter or any lawful rule or regulation adopted by the city clerk pursuant thereto is a civil infraction and, ~~upon conviction thereof,~~ shall subject the violator to a C-5 penalty (see LMC 1.24.040). ~~be punished by a fine in any sum not to exceed three hundred dollars.~~

5.04.040 - Violation—Penalty.

Violation of any provision of this chapter is a misdemeanor ~~, and punishable by a fine of five hundred dollars and/or six months in the county jail.~~

5.12.080 - Violation—Penalty.

~~Each person convicted of a violation of the provisions of the ordinance codified in this chapter shall upon conviction thereof be subject to a fine of two hundred fifty dollars or imprisonment in the county jail for not to exceed ninety days.~~ A violation of any of the provisions of this chapter is a misdemeanor.

8.04.090 - Violation—Penalty.

~~Any person, firm or corporation violating the provisions of this chapter shall, upon conviction, be guilty of a misdemeanor.~~ A violation of any of the provisions of this chapter is a civil infraction and shall subject the person responsible for the violation to a C-3 penalty (see LMC 1.24.040).

8.16.080 - ~~Violation deemed misdemeanor—Penalty~~Penalties.

~~Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and shall be subject upon conviction to a fine of not less than twenty-five dollars nor more than one hundred dollars or by imprisonment for not less than ten days nor more than thirty days or by both such fine and imprisonment.~~

A. It is a civil infraction for a person to litter in an amount less than or equal to one cubic foot. Such civil violation shall subject the violator to a C-2 penalty (see LMC 1.24.040).

B. It is a misdemeanor for a person to litter in an amount greater than one cubic foot but less than one cubic yard.

C. Is it a gross misdemeanor for a person to litter in an amount of one cubic yard or more.

8.24.050 - Penalty for noncompliance.

The failure or refusal to comply with any of the provisions of any sections of this [Chapter 8.24](#) ~~is a civil infraction and~~ shall subject the ~~offender-violator~~ to a C-2 penalty (see LMC 1.24.040). ~~fine in the amount of three hundred dollars.~~

~~9.04.085 – Person receiving civil infraction notice—Identification and detention.~~

~~A person who is to receive a notice of infraction under the Lynden Municipal Code is required to identify himself or herself to the enforcement officer by giving his or her name, address and date of birth. Upon request of the officer, the person shall produce reasonable identification, including a driver's license or identicard.~~

~~The officer may detain the person for a reasonable period of time necessary to confirm the identity of the person, to check for outstanding warrants and to complete and issue the notice of civil infraction.~~

9.04.090 - Promise of court appearance, non-appearance penalty, fail to pay.

Any person arrested for violation of this title, or Title [9-10](#), who is eligible for release on personal recognizance shall give his or her written promise to appear in municipal court at an agreed time in order to secure release pending said appearance.

A. Any person who fails to sign a notice of civil infraction is guilty of a misdemeanor.

B. Any person who willfully fails to pay a monetary penalty or to perform community service as required by the Municipal Court under this title or [Title 10](#) may be found in contempt of court as provided in RCW Chapter 7.21.

C. Any person who willfully fails to respond ~~as provided in this title or Lynden Municipal Coded Title 9~~ to five or more notices of parking infraction issued pursuant to Lynden Municipal Code Title [9-10](#) shall be guilty of a misdemeanor regardless of the disposition of the notices of infraction.

D. Violating a written promise to appear or failure to respond to a criminal citation or summons, as directed by the citation or summons, shall be punishable as a misdemeanor. The penalty for failure to respond to a civil or traffic infraction shall be a ~~fine of twenty five dollars C-1 penalty (see LMC 1.24.040)~~. The penalty for failure to respond to five or more parking infractions shall be a ~~fine of twenty five dollars C-1 penalty (see LMC 1.24.040)~~ per infraction.

9.22.110 - Order of abatement—Procedures authorized—Penalties designated.

A. If the existence of a nuisance is admitted or established in an action as provided for in [Section 9.22.120](#), or in a criminal proceeding, an order of abatement shall be entered as a part of the judgment in the case, which order shall direct the removal from the place of all personal property and contents used in conducting the nuisance and not already released under authority of the court as provided for in Sections [9.22.070](#) and [9.22.080](#) and shall direct the sale of such

thereof as belong to the defendants notified or appearing, in the manner provided for the sale of chattels under execution. Lewd matter shall be destroyed and not sold.

B. Such judgment shall impose a C-5 penalty (see LMC 1.24.040) ~~of two hundred fifty dollars~~ for the maintenance of such nuisance, which penalty shall be imposed against the person or persons found to have maintained the nuisance, and, in case any owner or agent of the building found to have had actual or constructive notice of the maintenance of such nuisance, which penalty shall be collected by execution as a civil action, and when collected, shall be paid into the current expense fund of the city.

C. The owner of any place closed and not released under bond may then appear and obtain such release in the manner and upon fulfilling the requirements provided in [Section 9.22.080](#).

D. Owners of unsold personal property and contents so seized must appear and claim the same within ten days after such order of abatement is made, and prove innocence to the satisfaction of the court of any knowledge of such use thereof, and that with reasonable care and diligence they could not have known thereof. If such innocence is established, such unsold personal property and contents shall be delivered to the owner, otherwise it shall be sold as provided in this section. For removing and selling the personal property and contents, the officer shall be entitled to charge and receive the same fees as he would for levying upon and selling like property on execution; and for closing the place and keeping it closed, a reasonable sum shall be allowed by the court.

E. ~~A party found guilty of contempt~~ Contempt under the provisions of this section shall be ~~punished by a fine of not less than two hundred dollars or more than one thousand dollars, or by imprisonment in the county jail not less than three nor more than six months, or by both fine and imprisonment a misdemeanor.~~

9.24.070 - Sitting or lying on public sidewalks prohibited.

A. Prohibition. No person shall sit or lie down upon a public sidewalk or upon a blanket, chair, stool, planter, fountain, railing, or any other object placed upon a public sidewalk, during the hours between seven a.m. and nine p.m. in the following zones:

1. Central Business District ("CBD"). The Central Business District, for the purposes of this Section, is the area bounded by the streets hereafter named, including said streets and their abutting sidewalks:

- a. The south side of the west half of Front Street between Second and Third Streets;
- b. Front Street between Third Street and Seventh Street;
- c. Third, Fourth, Fifth and Sixth Streets between Front Street and Grover Street;
- d. Seventh Street between Front Street and Grover Street, except the north half of the west side thereof;
- e. The north side of Grover Street between Fourth Street and Sixth Street;

f. All city owned parking lots including the library parking lot, but excluding the Lynden Community Center parking lot and the public parking lot located at the northeast corner of Fourth and Grover Streets;

g. The south half of the west side of Fourth Street between Grover Street and Liberty Street;

h. The south half of Fifth Street between Grover Street and Liberty Street;

i. The north side of Front Street between Seventh Street and Eighth Street;

j. The east side of Seventh Street between Front Street and Judson Alley.

B. Exceptions. The prohibitions in subsection A shall not apply to any person:

1. Sitting or lying down on a sidewalk due to a medical emergency.

2. Who, as the result of a disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk.

3. Operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to a street use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting or similar event conducted on the public sidewalk pursuant to a street use or other applicable permit;

4. Sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or by the abutting private property owner;

5. Sitting on a public sidewalk within a bus stop zone while waiting for public or private transportation.

Nothing in any of these exceptions shall be construed to permit any conduct which is prohibited by LMC Section 9.24.005 (RCW 9A.84.030 B Disorderly Conduct) or LMC [Section 9.24.040](#) (Pedestrian Interference).

C. No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a law enforcement officer that the conduct violates this section.

D. A violation of this section ~~shall be~~ is a civil infraction and shall subject the violator to a ~~fine of up to two hundred fifty dollars~~ C-4 penalty (see LMC 1.24.040), plus statutory assessment. If the person is unable to pay the monetary penalty, the court may order performance of a number of hours of community service in lieu of a monetary penalty. ~~The default amount shall be one hundred dollars.~~

9.24.120 - Public disturbance noise.

A. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance noise. The following sounds are determined to be public disturbance noises:

1. The frequent, repetitive, or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law.
2. Frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residentially zoned area, so as to unreasonably disturb or interfere with the peace, comfort and repose of others.
3. Frequent, repetitive, or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interfere with the peace, comfort, and repose of a person or persons on public or private property, other than the property from which the sound emanates, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings.
4. Sound from motor vehicle audio sound systems including, without limitation, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the vehicle itself.
5. Sound from portable audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source and outside the property of the operator.
6. Construction and industrial noises, including but not limited to, motorized construction and equipment operation, hammering, blasting, drilling and sawing in residentially zoned areas, between the hours of ten p.m. and seven a.m., which unreasonably disturb or interfere with the peace, comfort and repose of others; provided that this subsection shall not apply to noises caused by projects required in an emergency to repair public facilities or utilities or to prevent immediate damage or harm to persons or property; and further provided that this subsection shall not apply if the city council grants a variance from the provisions of this subsection for the construction or repair of a public facility or utility upon a finding that it is either necessary or in the public interest for all or a portion of the work to be performed between the hours of ten p.m. and seven a.m. The council may impose such conditions as it deems appropriate upon the granting of a variance.
7. Subsections 3 and 5 shall not apply to regularly scheduled events at parks or the Northwest Washington Fairgrounds, such as public address systems for games and activities or park concerts. Provided, that the foregoing enumeration of acts and noises are not to be construed as excluding other acts and noises which offend the public peace.

B. Penalties.

1. Any person violating this section shall, upon commission of the first such offense, be guilty of having committed a civil infraction and shall ~~be punished by a fine not to exceed two hundred fifty dollars~~ be subject to a C-5 penalty (see LMC 1.24.040).
2. Any person violating this section shall, upon conviction for a second or subsequent offense, be guilty of having committed a ~~criminal~~ misdemeanor and shall be punished ~~by~~.

~~a fine not to exceed five hundred dollars or imprisonment not to exceed ninety days or by both such fine and imprisonment as set forth in LMC 9.04.050.~~

9.24.130 - Public disturbance/barking dogs.

A. No person shall cause or permit or allow any dog or dogs owned, harbored, controlled or kept by them in the city to remain outside of the dwelling of such a person while such animal is causing excessive or frequent noise, such as habitual howling, yelping or barking, which noise disturbs or is likely to disturb the comfort or repose of any person in the neighborhood. A violation of this section is declared a public nuisance and adverse to the public welfare and is punishable as follows:

B. Penalties.

1. Any person violating this section shall, upon commission of the first such offense, be guilty of having committed a civil infraction, and shall be ~~punished by a fine not to exceed two hundred fifty dollars~~ subject to a C-4 penalty (see LMC 1.24.040).
2. Any person violating this section shall, upon conviction for a second or subsequent offense, be guilty of having committed a ~~criminal~~-misdemeanor and shall be ~~punished by a fine not to exceed five hundred dollars or imprisonment not to exceed ninety days, or by both such fine and imprisonment as set forth in LMC 9.04.050.~~

9.56.080 - Driving, riding or walking on runways—Prohibited—Penalties.

A. It shall be illegal for any person to drive a motor vehicle, ride a bicycle or walk on the runways of the Lynden municipal airport. Runways are those areas designated for the take-off and landing of aircraft and shall not include the those areas designated for the parking or storage of aircraft.

B. This section does not apply to emergency personal responding to an emergency.

C. A ~~persons first~~-violation of this section ~~shall be an is a civil~~ infraction ~~punishable by a fine of two hundred fifty dollars. Second an subsequent violations shall be misdemeanors and punishable as provided by LMC 9.04.050.~~ and shall subject the violator to the following penalties:

First Violation:

C-5 Penalty (see LMC 1.24.040)

Each Subsequent Violation Within
a Twelve (12) Month Period:

9.04.050

Misdemeanor punishable as provided by LMC

9.60.140 - Handbills and posters—Violation—Penalty.

Any person violating any provision of this chapter shall be guilty of a misdemeanor, ~~punishable upon conviction thereof by fine of not more than two hundred fifty dollars or by imprisonment in~~

~~the county jail for a period of not more than five days, or by both such fine and imprisonment in the discretion of the Lynden municipal court judge.~~

10.04.060 - Violation—Penalty.

Unless another penalty is expressly provided by law in the MTO or in the statutes that are adopted by reference in [Section 10.04.010](#), any person who is convicted of violating or failing to comply with any of the provisions of the ordinance codified in this chapter shall be ~~punished by a fine of not more than two hundred fifty dollars or by imprisonment not to exceed ninety days~~ guilty of a civil infraction and subject to a C-4 penalty (see LMC 1.24.040).

10.08.090 - Parking restrictions between nine a.m. and five-thirty p.m. on certain streets—Violation and penalty schedule.

A. When corresponding time limit signs are posted, it is ~~it is~~ unlawful for any person to park any motor vehicle on the following streets between nine a.m. and five-thirty p.m. for a period of time exceeding three hours except on Saturdays and Sundays or days designated as state holidays:

1. The south side of the west half of Front Street between Second and Third Streets;
2. Front Street between Third Street and Seventh Street;
3. Other areas signed or appropriately marked as a three hour parking limit.

B. It is unlawful for any person to park any motor vehicle for a period of time longer than fifteen minutes in any parking space signed or appropriately marked as a fifteen-minute parking limit.

C. ~~Any person violating any provision of this section shall be deemed guilty of an infraction and shall be punished as follows for each violation.~~ A violation of any provision of this section is a civil infraction and shall subject the violator to the following penalties:

1. First offense within any twelve months: a written warning;
2. Second offense within twelve months: a second written warning. The second warning shall notify the defendant that subsequent violations within twelve months of the first violation will ~~be punishable~~ subject the violator to the monetary penalties set forth in subsection 3 below, by a fine of not less than twenty-five dollars which ~~The penalty fine shall increase to fifty dollars for the fourth violation within twelve months, seventy-five dollars for the fifth violation within twelve months and one hundred dollars for the sixth and all subsequent violations within twelve months.~~
3. Third and subsequent offense within twelve months: ~~a fine of twenty-five dollars which fine shall increase to fifty dollars for the fourth violation within twelve months, seventy-five dollars for the fifth violation within twelve months and one hundred dollars for the sixth and all subsequent violations within twelve months.~~

Third violation within twelve months:

C-1 Penalty

Fourth violation within twelve months:

C-2 Penalty

Fifth violation within twelve months:

C-3 Penalty

Sixth violation and all subsequent violations
within twelve months:

C-4 Penalty

10.08.100 - Parking prohibited on certain streets.

A. It is unlawful for any person to park any motor vehicle on any portion of Bradley Road within the city limits of Lynden.

~~B. It is unlawful for any person to park on any portion of Evergreen Street within the city limits of Lynden.~~

~~C. It is unlawful for any person to park on any portion of Agronomy Way within the city limits of Lynden.~~

~~D. Any person violating A violation of this provision is a civil infraction and shall be deemed guilty of an infraction and shall be fined not less than five dollars and not more than two hundred fifty dollars subject the violator to a C-2 penalty (see LMC 1.24.040).~~

10.16.030 - Penalties.

A. ~~Any person violating A violation of~~ this chapter ~~shall be guilty of is~~ a civil infraction and ~~upon conviction thereof shall be fined not more than five hundred dollars shall subject the violator to a C-4 penalty (see LMC 1.24.040).~~ Each time a vehicle is used contrary to this chapter such occasion shall constitute a separate offense within the meaning of this chapter.

B. The city of Lynden shall have a lien against the vehicle used contrary to this chapter in the amount of the ~~fine penalty~~ imposed and shall foreclose on such lien according to law, including costs and attorney's fees, if the ~~fine penalty~~ is not paid as required.

C. In his discretion, the officer may issue a notice of civil infraction and release the driver upon his signature, or he may require the driver or owner to deposit with the municipal court clerk a sum equal to a C-4 penalty (see LMC 1.24.040) ~~not to exceed five hundred dollars~~ prior to release of the vehicle as a guaranty of appearance in court.

10.18.030 - Violation—Penalty.

~~Any person violating A violation of~~ any provision of this chapter ~~shall be guilty of an is a civil infraction and shall be punished by the imposition of a monetary penalty of not more than two hundred fifty dollars, subject the violator to a C-3 penalty (see LMC 1.24.040), further, Furthermore,~~ the device ridden at the time of the violation shall be subject to impound by the city for a period of ten days.

12.16.065 - Vehicle weight limited when—Exceptions—Penalty.

A. Whenever in the opinion of the city engineer it becomes necessary to place weight limits on streets in the city to avoid unnecessary damage to such streets caused by freezing and thawing, there shall be imposed a maximum weight limit of five tons gross vehicle weight on all streets in the city except the following:

1. Front Street from the west city limits to First Street;
2. Main Street from the west city limits to Third Street;
3. Third Street from Front Street to the north city limits.

B. Special exceptions may be made by the city engineer in the case of extraordinary need. Such weight restrictions shall be effective upon posting of notice of such weight restrictions on such streets.

C. ~~Violation~~ A violation of this Section ~~shall be a misdemeanor punishable by a fine of not more than five hundred dollars~~ is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040).

12.24.190 - Violations—Penalty.

Any violation of any provision of this chapter shall constitute a civil infraction and shall subject the violator to a ~~monetary penalty as provided in the Lynden Municipal Code C-3 penalty (see LMC 1.24.040).~~ Each and every calendar day during any portion of which any violation of this chapter is committed, continued or permitted by any such person shall constitute a separate offense.

12.28.060 - Penalty.

~~The penalty per violation of this chapter shall be at the rates set forth in the adopted annual budget.~~ A violation of any of the provisions of this chapter is a civil infraction and shall subject the violator to a C-4 penalty (see LMC 1.24.040).

15.02.030 - Conditional certificate of occupancy—Penalty for failure to complete.

In the event the work to be completed pursuant to a conditional certificate of occupancy is not completed within the time allotted by the ~~public works department~~ Planning & Community Development Department, the building permit holder shall be ~~finned the sum of two hundred fifty dollars plus twenty-five dollars per day for each day the work remains uncompleted subject to a C-5 penalty (see LMC 1.24.040).~~ For every additional day the work remains uncompleted, the building permit holder shall be subject to an additional C-1 penalty (see LMC 1.24.040).

15.03.030 - Conditional certificate of occupancy—Penalty for failure to complete.

In the event the work to be completed pursuant to a conditional certificate of occupancy is not completed within the time allotted by the ~~public works department~~ Planning and Community Development Department, the building permit holder shall be ~~finned the sum of two hundred fifty~~

~~dollars plus twenty five dollars per day for each day the work remains uncompleted, subject to a C-5 penalty (see LMC 1.24.040). For every additional day the work remains uncompleted, the building permit holder shall be subject to an additional C-1 penalty (see LMC 1.24.040).~~

16.12.040 - Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of permit or approval conditions and safeguards established in connection with such conditions) shall constitute ~~a misdemeanor~~ civil infraction and shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040). ~~Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than one thousand dollars or imprisoned for not more than one hundred eighty days, or both, for each violation, and in~~ In addition, the person responsible for the violation shall pay all costs and expenses involved in the case. Nothing in this chapter contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

16.16.140 - Offense and penalty.

~~A. Any person, firm, partnership, limited liability company, corporation, or other legal entity that fails to comply or causes the failure to comply with any provision of this chapter shall be guilty of a misdemeanor. Each day or portion of a day during which such a violation is found to have occurred shall constitute a separate offense.~~

~~B. The city may levy civil penalties against any person, firm, partnership, limited liability company, corporation, or other legal entity for failure to comply or causing a failure to comply with of any of the provisions of this chapter. The civil penalty shall be assessed as a one-time penalty of five hundred dollars and/or a maximum rate of five hundred dollars per day per violation.~~

A violation of, or failure to comply with, any provision of this chapter is a civil infraction and shall subject the violator to a C-8 penalty (see LMC 1.24.040).

~~C.~~ A failure to comply with a provision of this chapter occurs when a party:

- (1) Develops within or disturbs a critical area or its buffer without fully complying the requirements of this chapter; or
- (2) Fails to comply with mitigation requirements imposed pursuant to this chapter.

~~D. The penalty provided in subsection (B) above shall be imposed by serving the responsible party with a notice in writing, either by certified mail with return receipt requested, or by personal service. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity in ordering the act or acts constituting the violation or violations to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time.~~

~~E. Within thirty days after the notice is received, the party incurring the penalty may apply in writing to the planning director for remission or mitigation of such penalty. Upon receipt of the application, the planning director may remit or mitigate the penalty upon whatever terms the department in its discretion deems proper. The planning director's final decision on mitigation or revision shall be reviewed by the hearing examiner if the aggrieved party files a written appeal of said decision with the planning director within fourteen days of its issuance.~~

17.13.010 - Enforcing official—Authority.

The director shall be responsible for enforcing Titles ~~16~~ 15 through 19 of this code, and may adopt administrative rules to meet that responsibility. The director may delegate enforcement responsibility to the city engineer, director of public works, building official, fire chief or chief of police as appropriate.

17.13.020 - General penalty.

Compliance with the requirements of Titles ~~16~~ 15 through 19 of this code, shall be mandatory. The ~~general penalties and remedies established at Chapter 1.24 of this code, for such violations provisions for enforcing and obtaining compliance established in Chapter 1.34~~ shall apply to any violation of those titles. The enforcement actions authorized under this chapter shall be supplemental to those general penalties and remedies.

~~17.13.040—Civil regulatory order.~~

~~A. Authority. A civil regulatory order may be issued and served upon a person if any activity by or at the direction of that person is, has been, or may be taken in violation of the development code.~~

~~B. Notice. A civil regulatory order shall be deemed served and shall be effective when posted at the location of the violation and/or delivered to any suitable person at the location and/or delivered by registered mail or otherwise to the owner or other person having responsibility for the location.~~

~~C. Content. A civil regulatory order shall set forth:~~

- ~~1. The name and address of the person to whom it is directed;~~
- ~~2. The location and specific description of the violation;~~
- ~~3. A notice that the order is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;~~
- ~~4. An order that the violation immediately cease, or that the potential violation be avoided;~~
- ~~5. An order that the person stop work until correction and/or remediation of the violation as specified in the order;~~

~~6. A specific description of the actions required to correct, remedy, or avoid the violation, including a time limit to complete such actions;~~

~~7. A notice that failure to comply with the regulatory order may result in further enforcement actions, including civil fines and criminal penalties.~~

~~D. Remedial Action. The director may require any action reasonably calculated to correct or avoid the violation, including, but not limited to, replacement, repair, supplementation, revegetation or restoration.~~

~~E. Appeal. A civil regulatory order may be appealed in an open record appeal to the hearing examiner in accordance with Chapter 17.11 of this code.~~

17.13.050 - Civil fines.

~~A. Authority. A person who violates any provision of the development code, or who fails to obtain any necessary permit or who fails to comply with a civil regulatory order shall be subject to a civil fine.~~

~~A. Failure to obtain necessary permit. The failure to obtain any necessary permit required under the Development Code is a civil infraction and shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040).~~

~~B. Amount. The civil fine assessed shall not exceed one thousand dollars for each violation. Each separate day, event, action or occurrence shall constitute a separate violation.~~

~~B. Other violation of the Development Code. A violation of any provision of the Development Code for which a penalty is not specified shall subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040).~~

~~C. Notice. A civil fine shall be imposed by a written notice and shall be effective when served or posted as set forth in Section 17.13.030(B). The notice shall describe the date, nature, location, and act(s) comprising the violation, the amount of the fine, and the authority under which the fine has been issued.~~

~~D. Collection. Civil fines shall be immediately due and payable upon issuance and receipt of the notice. The director may issue a regulatory order stopping work until such fine is paid. If remission or appeal of the fine is sought, the fine shall be due and payable upon issuance of a final decision. If a fine remains unpaid thirty days after it becomes due and payable, the director may take actions necessary to recover the fine. Civil fines shall be paid into the city's general fund.~~

~~E. Application for Remission. Any person incurring a civil fine may, within ten days of receipt of the notice, apply in writing to the director for remission of the fine. The director shall issue a decision on the application within ten days. A fine may be remitted only upon a demonstration of extraordinary circumstances.~~

~~F. Appeal. Following the director's final determination on a timely application for remission, the civil fine imposed may be appealed to the hearing examiner in an open record hearing as set forth in Chapter 17.11 of this code.~~

19.49.060 - Content—Violations.

Any CUP that is issued, shall certify the location, nature and extent of the uses, together with all conditions that are imposed and other information deemed necessary for the issuance of the permit. A copy of the permit shall be kept on file and reviewed annually by the ~~planner~~ director. If at any time it is found that the use no longer complies with the conditions specified therein the owner shall be declared in violation of this chapter. ~~Remedies of the city may include criminal enforcement~~ Any such violation is a civil infraction and shall subject the person responsible for the violation to a C-9 penalty (see LMC 1.24.040) and/or revocation of the conditional use permit.

19.57.160 - Violations.

A. If the ~~planning director~~ Community Development Director finds that the home occupation use violates the conditions of a home occupation use permit or this chapter, the ~~planning director~~ Community Development Director shall notify the permit holder or licensee in writing of the decision that the home occupation use permit or business license shall be suspended or revoked unless the violation is abated.

~~B. The permit holder or licensee may request a hearing within fourteen days of receipt of the notice. Should no hearing be requested, the planning director's decision shall be the final decision of the city of Lynden. If a hearing is requested, the planning commission shall issue its recommendation to the city council on the planning director's decision which may include additional conditions consistent with this chapter, after a public hearing of which, notice is provided pursuant to Lynden Municipal Code Section 17.07.030 and the city council shall make the final decision for the city of Lynden. Appeal of the Community Development Director's administrative decision to suspend or revoke a home occupation use permit or business license may be appealed according to the procedures set forth in LMC 17.11.~~

19.59.240 - Violation—Penalty.

A. ~~Any person who violates~~ A violation of any term or provision of this chapter or of any permit hereunder, or ~~has failed~~ failure to comply with a lawful order of the city planner Community Development Director as provided in this chapter, ~~shall be guilty of a misdemeanor, is a civil infraction and shall be punishable as set forth in Section 9.04.050 of this code subject the person responsible for the violation to a C-8 penalty (see LMC 1.24.040).~~

B. Each calendar day of any continuing violation shall be deemed a separate and distinct violation.



CDC Meeting Date:	January 10, 2024	
Name of Agenda Item:	Comprehensive Planning – Grant Contracts with the Dept of Commerce	
Section of Agenda:	Informational Item	
Next Steps Proposed by Staff:		Legal Review:
<input type="checkbox"/> Staff revisions	<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Completed
<input type="checkbox"/> Return to CDC	<input type="checkbox"/> Other Committees	<input type="checkbox"/> Recommended
<input checked="" type="checkbox"/> Schedule for full Council	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Not Required
Attachments:		
Grant contracts with Dept of Commerce for (1) the 2025 Comp Plan Update and (2) Climate Planning and Community Resiliency		
Summary Statement:		
<p>The City of Lynden has been awarded grants to aid in the update to the Comprehensive Plan and to address Climate Planning and Community Resilience. The grants total \$125,000 for the general Comp Plan update and \$500,000 for the Climate Planning work. These funds are administered by the State's Department of Commerce (DOC) and are intended to be used over the next 18 months with the ability to request that the funds related to climate planning to transferred to climate and resiliency implementation strategies beyond June of 2025.</p> <p>The attached contracts are being presented to the CDC for review. Minor edits, as requested by the DOC are included. Final contracts will be included on the Council agenda in the coming weeks. At the same time Planning staff will be publishing two Requests for Proposals for consultant assistance in these planning efforts.</p>		
Recommended Action:		
No action requested.		



Interagency Agreement with

City of Lynden

through

Growth Management Services

**Contract Number:
24-63335-056**

For

**GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)**

Dated: Date of Execution



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Face Sheet

Contract Number: 24-63335-056

**Local Government Division
Growth Management Services**

1. Contractor City of Lynden Planning and Community Development 300 4th St Lynden, WA 98264		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Dave Timmer City Planner (360) 354-5532 timmerd@lyndenwa.org		4. COMMERCE Representative Lexine Long Senior Planner (360) 480-4498 lexine.long@commerce.wa.gov	
5. Contract Amount \$125,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007708	12. UBI # 37400000391-6001257
13. UEI # N/A			
14. Contract Purpose Grant funding to assist City of Lynden with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
FOR CONTRACTOR _____ Scott Korthuis, Mayor City of Lynden _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-056. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

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

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
<p>Cost Sharing for Periodic Update planning studies with Whatcom County and Jurisdictions:</p> <ul style="list-style-type: none"> Task Items 1-10 of Whatcom County Comp Plan Update Exhibit 1 Scope of Work These items are part of the Scope of Work contract being developed for a consultant managed by Whatcom County. The other County jurisdictions have agreed to the cost share percentage based on population. <p>Anticipated completion date(s): Variable: May 2024 – June 2025</p>	\$20,715	\$20,716	<ul style="list-style-type: none"> Population and Housing Unit Projections Employment projections 2023-2045 Land Capacity Analysis SEPA Analysis Transportation Model Analysis Housing Element work products Tribal Participation in Countywide Planning Climate Planning 40 Yr UGA Planning Strategy Project Management / Update Checklists
<p>Climate Resiliency – HB1181</p> <p>*This is its own grant – not included in this Update grant application.</p>	\$0	\$0	<ul style="list-style-type: none"> New Climate Resiliency chapter / section Review development regulations and update accordingly Detail implementation strategy and projects

Commented [JP(1)]: Could any of these housing-related expenses be separately itemized?

Commented [DT2R1]: Actual invoicing for these Tasks will occur directly between Whatcom County and SCJ Alliance (their Consultant). The City's expected cost share for all the items is based on population and an approved Interlocal Agreement.



Periodic Update work plan. Anticipated completion date: <i>May 11, 2023</i>	\$0	\$0	Periodic update work plan <i>City of Lynden Resolution 23-1074</i>
Public participation plan. Anticipated completion date: <i>May 11, 2023</i>	\$0	\$0	Public participation plan <i>City of Lynden Resolution 23-1074</i>
Critical Areas Ordinance – analysis of Best Available Science, legislative updates, definitions, and review of Aquifer Recharge chapter and Geologic Hazards chapter. Anticipated completion date: <i>May 31, 2024</i>	\$4,000	\$0	Critical Areas Checklist Memo addressing review items and required updates, Final draft of chapter redlines for review by public and policy makers.
Adopted Critical Areas Ordinance amendment. Anticipated completion date: <i>December 31, 2025</i>	\$0	\$6,000	Adopted Critical Areas Ordinance with approved updates. <ul style="list-style-type: none"> • Legislative updates • Updated definitions • BAS • Update to Chapter 7 Aquifer Recharge Areas • Rewrite of Chapter 6 Geologic Hazards
Comprehensive Plan analysis including but not limited to: <ul style="list-style-type: none"> • Legislative review <ul style="list-style-type: none"> • Housing Element • Land Use Element • Subarea Plans • Transportation Element Anticipated completion date:	\$3,000	\$0	Comprehensive Plan Checklist Memo addressing required legislative updates for each element and, desired city updates.

Commented [JP(3)]: Please separately list Housing Element expenses and any related housing costs.

Commented [DT4R3]: See line item below

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May 31, 2024			
Draft updates to Comprehensive Plan according to Update Work Plan and Comp Plan analysis. Anticipated completion date: December 31, 2024	\$23,78529,785	\$24,78434,784	Draft updated Comprehensive Plan (all elements) for public and policy maker review and eventual adoption by City Council.
Housing Element: <ul style="list-style-type: none"> Legislative analysis for compliance with HB 1220. Draft updated Housing Element Anticipated completion date: December 31, 2024	\$6,000	\$10,000	Draft Housing Element for public and policy maker review and eventual adoption by City Council.
Development Regulations analysis including but not limited to: <ul style="list-style-type: none"> Zoning Chapters Design Review ADUs Anticipated completion date: December 31, 2024	\$3,000	\$0	Development Regulations Checklist Memo explaining legislatively required updates, and city desired updates that reflect Comp Plan update changes
Draft Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: December 31, 2025 ⁴	\$2,000	\$1,000	Draft updated Development Regulations Ordinance for final adoption: <ul style="list-style-type: none"> Zoning Chapters Design Review ADUs

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Finding that the periodic update required by RCW 36.70A.130(b) is complete. Anticipated completion date: June 30, 2025	\$0	\$0	Resolution Finding that the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	



Interagency Agreement with

City of Lynden

through

Growth Management Services

**Contract Number:
24-63610-137**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-137

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Lynden 300 4 th St. Lynden, WA 98264		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Dave Timmer City Planner timmerd@lyndenwa.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov	
5. Contract Amount \$137,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007708	12. UBI # 374-000-003
13. UEI # N/A			
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thirty-seven thousand dollars (\$137,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-137. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

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

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

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Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Task / Work Item	Description	Timeline
Community Outreach		
<u>Survey</u>	The development and analysis of a survey to gather information from the public on this topic.	
<ul style="list-style-type: none">Online Survey	The development, promotion, and analysis of an online survey intended to gather public feedback on this issue.	April 2024
<ul style="list-style-type: none">Mailed Survey	The organization, distribution, follow-up, and analysis of a hard copy survey mailed to residents in the city.	April 2024
<u>Deliverable 1:</u>		<ul style="list-style-type: none">Report that summarizes survey results and key findings of the survey.
<u>Community Meetings</u>	Staff, with selected consultant, will organize a series of community meetings to gather feedback from the public.	
<ul style="list-style-type: none">Targeted Meetings	Organize a series of targeted community meetings to particular groups (schools, community center, realtors, specific neighborhoods). Additionally, organize an advisory group for ongoing feedback.	June 2024
<u>Deliverable 2:</u>		<ul style="list-style-type: none">Memo summarizing the results (focus, feedback, concerns) of targeted public meetings.
<u>Environmental Justice</u>		
<ul style="list-style-type: none">Implement strategy to reach out to vulnerable communities	Identify vulnerable communities within Lynden and specifically reach out to community leaders in these groups.	June 2024
<u>Deliverable 3:</u>		<ul style="list-style-type: none">Environmental Justice Report
Cost (Outreach – Deliverables 1 - 3):	\$30,000	

General Comp Plan Review			
	<ul style="list-style-type: none">Legislative Review	A full Comp Plan Element review to identify where updates are needed to comply with HB1181.	April 2024
	<ul style="list-style-type: none">Proposed Element Updates: Land Use, Utilities, Capital Facilities, Transportation	Draft redlines, updates, and edits to these chapters with the intention of compliance with HB1181.	September 2024
	<ul style="list-style-type: none">Goals and Policies Updates	Draft new goals and policies for the above listed elements specific to Climate issues.	December 2024
<u>Deliverables 4,5,6:</u>		<ul style="list-style-type: none">Review report describing HB1181 compliance needs.Element redlines / updates of Land Use, Utilities, Capital Facilities, and Transportation ElementsDraft updated Goals and Policies sections for each of these elements.	
Cost: (General Review – Deliverables 4 - 6)		\$18,000	
Climate Element			
<u>Climate Impacts Assessment</u>		Introduction of the new Climate Element that takes a broad look at climate change and its impact on the city.	
	<ul style="list-style-type: none">Identify City assets	Development of a city-wide inventory of public assets that may be impacted by climate change.	March 2024
	<ul style="list-style-type: none">Characterize Risk and Vulnerability	Analysis and description of the risks and vulnerabilities to these public assets and the public.	June 2024
<u>Deliverable 7:</u>		<ul style="list-style-type: none">Draft of new Climate Element	
Cost: (Climate Element)		\$10,000	
<u>Greenhouse Gas Reduction Sub-Element</u>		A description of strategies to be implemented to reduce greenhouse gas production in the city.	
	<ul style="list-style-type: none">GHG Emissions	As introduction to the sub- element, a general discussion of GHG	December 2024

		emissions being produced in the city.	
	<p>“Menu of Measures” to be used for reducing GHGs such as (but not limited to):</p> <ul style="list-style-type: none"> • Multimodal transportation strategy • EV charging network • Solar Incentives • Infill support • Agriculture support 	<p>Discussion and selection of a suite of “Measures” to be implemented by the city to reduce GHGs.</p> <ul style="list-style-type: none"> • Selected measures to reflect community feedback. • Implementation plans associated with these selected measures are to be developed in the next fiscal biennium. 	December 2024
	Urban Forestry Plan	An urban forest inventory (including street trees) and a plan for maintaining and increasing forest canopy across the City.	June 2025
	<u>Deliverable 8, 8a:</u>	<ul style="list-style-type: none"> • Draft GHG Reduction sub-element to be included in the new Climate Element. • Lynden Urban Forestry Plan 	
	Cost: (GHG Reduction)	\$46,000	
	<u>Climate Resilience Sub-Element</u>	A description of strategies to be implemented in order to mitigate the negative impacts of climate change.	
	<p>“Menu of Measures” to be used for to address City resiliency in the face of climate change impacts, such as (but not limited to):</p> <ul style="list-style-type: none"> • Infrastructure • Agriculture • Health and Wellness • Warming / Cooling Centers • Open Space / Greenways 	<p>Discussion and selection of a suite of “Measures” to be implemented by the city for climate resiliency.</p> <ul style="list-style-type: none"> • Selected measures to reflect community feedback. • Implementation plans associated with these selected measures are to be developed in the next fiscal biennium. 	December 2024
	<ul style="list-style-type: none"> • Natural Hazards Mitigation 	Adoption of the Whatcom County Natural Hazards Mitigation Plan (2021) and financially contributing to the County’s update of that plan.	December 2024

		Furthermore, a more specific analysis of Lynden hazards and strategy for addressing those hazards.	
Deliverable 9:		<ul style="list-style-type: none">Draft Climate Resiliency sub-element to be included in the new Climate Element.	
Cost: (Resilience)		\$15,000 (including cost share with County update)	
Development Regulations		Review and update Development Regulations in regard to updated Comp Plan policies relating to Climate Planning.	April 2025
Deliverable 10:		<ul style="list-style-type: none">Draft updated Development Regulations	
Cost: (Development Regulations)		\$10,000	
Final Ordinance		Adoption of proposed update	June 2025
	<ul style="list-style-type: none">General public meetings	Moving through the normal public hearing process with the Planning Commission and City Council. Following these hearings, City Council will adopt an ordinance updating the City’s Comprehensive Plan.	June 2025
Deliverable 11:		<ul style="list-style-type: none">Approved ordinance adopting City’s Comprehensive Plan Update and Development Regulations – including climate planning updates	
Cost: (Final Ordinance)		\$8,000	
Total Cost (Climate Planning Updates – Deliverables 1-11)		\$137,000	
Climate Planning Implementation: 2025 - 2027		Policy Implementation Plans: to be addressed in 2025 – 2027 Fiscal Biennium. These implementation plans will be determined during the City’s selection of items from the Menu of Measures through public and policy maker feedback during the development of the new Climate	

	<p>Element. The selection of measures will include (but are not limited to):</p> <ul style="list-style-type: none"> • Water Supply Planning • Flood Resilience • Health and Wellness • Agricultural Support • EV Charging Network • Solar and Alternative Energy Incentives • Multimodal Transportation Planning
<u>Deliverable:</u>	<ul style="list-style-type: none"> • Not included in this round of the grant
Cost: (Implementation)	\$363,000 to be requested in the next biennium
Total Cost – Climate Planning Updates and Implementation	\$500,000

Attachment B: Budget

Deliverable Summary and Future Activities	Commerce Grant – Climate Planning Funds
Deliverable 1: Report that summarizes survey results and key findings of the survey.	\$12,000
Deliverable 2: Memo summarizing the results (focus, feedback, concerns) of targeted public meetings.	\$12,000
Deliverable 3: Environmental Justice Report	\$6,000
Deliverable 4: Review report describing HB1181 compliance needs for full Comp Plan.	\$6,000
Deliverable 5: Element redlines / proposed updates of Land Use, Utilities, Capital Facilities, and Transportation Elements.	\$6,000
Deliverable 6: New Goals and Policies sections for each of these Comp Plan elements.	\$6,000
Deliverable 7: Draft of new Climate Element	\$10,000
Deliverable 8: Draft GHG Reduction sub-element to be included in the new Climate Element.	\$6,000
Deliverable 8a: Lynden Urban Forestry Plan	\$40,000
Deliverable 9: Draft Climate Resiliency sub-element to be included in the new Climate Element.	\$15,000
Deliverable 10: Draft updated Development Regulations	\$10,000
Deliverable 11: Approved ordinance adopting City's Comprehensive Plan Update and Development Regulations – (including climate planning updates)	\$8,000
<u>Climate Planning Total (Fiscal Biennium 2023-2025):</u>	<u>\$137,000</u>

<u>Implementation Measures (Fiscal Biennium 2025-2027):</u>	<u>\$363,000</u>
Specific implementation deliverables to be determined during the development of the new Climate Element. Funding for these future activities to be requested at a later date.	