

AGENDA

Lynnwood Planning Commission

Thursday, October 23, 2008 — 7:00 pm

City Hall Conference Room, 19100 – 44th Ave. W., Lynnwood WA

A. CALL TO ORDER

Chair WRIGHT
Commissioner ELLIOTT, First Vice Chair
Commissioner AMBALADA
Commissioner DAVIES
Commissioner LARSEN
Commissioner PEYCHEFF
Commissioner WOJACK, Second Vice-chair

B. APPROVAL OF MINUTES:

Meeting of September 11, 2008

C. COUNCIL LIAISON REPORT

D. CITIZEN COMMENTS – on matters **not** on tonight's agenda.

E. PUBLIC HEARINGS:

None

F. WORK SESSION:

1. Civic Banners and Signs Code Amendment (2008CAM0005).

Amendments to Chapter 21.16 (Signs) and Chapter 5.30 of the Municipal Code regarding signs and banners for civic events.

2. Swift BRT Stations Code Amendment (2008CAM0006)

Amendment to Chapter 21.46 (Commercial Zones) of the Zoning Code regarding landscaping areas and parking spaces on private property that are replaced by stations for the Swift Bus Rapid Transit service.

G. OTHER BUSINESS:

None

H. DIRECTOR'S REPORT:

1. Future Meetings

I. ADJOURNMENT

The public is invited to attend and participate in this public meeting. Parking and meeting rooms are accessible to persons with disabilities. Upon reasonable notice to the City Clerk's office (425) 670-6616, the City will make reasonable effort to accommodate those who need special assistance to attend this meeting.

**Lynnwood Planning Commission
Meeting of October 23, 2008**

Staff Report

Agenda Item: F-1
Zoning Code Amendments - Civic
banners and signs (2008CAM0005)

- Public Hearing
- Informal Public Meeting
- Work Session
- New Business
- Old Business
- Information
- Miscellaneous

Lynnwood Dept. of Community Development — Staff Contact: David Osaki

ACTION:

Presentation and discussion only – no action is necessary at this meeting. A public hearing on the proposed ordinance will be scheduled for a future Planning Commission meeting.

BACKGROUND:

Lynnwood Municipal Code (LMC) section 21.16.260 entitled “Civic banners and signs” provides for signage for civic events. The code section currently allows signs displaying civic messages to be displayed on city property and across public street rights-of-way. Such banners and signs are not to be attached to fences, trees or shrubs and are not to be placed in a way that might block visibility or create a safety hazard.

The current code places limitations on when such signs can be displayed. Banners/signs announcing a civic event shall be placed no more than two weeks prior to the event and shall be removed within one week following the event.

During the course of the next year, the City of Lynnwood will be having a series of community civic events to celebrate the City’s 50th anniversary since incorporation. The City has found that the provisions of Lynnwood Municipal Code (LMC) section 21.16.260 did not lend themselves well to a civic event which is continuous in nature over a long time period (as opposed to more common civic events which have a more discrete time duration (e.g. one or two days.))

Therefore, the proposed amendment does the following:

- Reformats LMC Section 21.16.260 for clarity.
- Creates definitions for two type of special events:
 1. Special Civic Event. Special civic events are civic events designated by the City Council by resolution or that are directly supported with City funding and may consist of a series of associated events lasting for a time period up to 12 months; and,
 2. General Civic Event. General civic events are civic events not designated by City Council resolution and which are not directly funded by the City.

- Provides different time periods for the display of banners and signs depending on the civic event type, as follows:
 - *Special Civic Event* banners and signs associated with special civic events may be placed up to three months in advance of the start of the event and shall be removed within one week following the conclusion of the event.
 - *General Civic Event* banners and signs shall be placed no more than two weeks prior to the event and shall be removed within one week following the event (NOTE: This is consistent with current code.)

Finally, the proposed ordinance amends Lynnwood Municipal Code (LMC) Section 5.30.015 entitled “Exemptions”. This section is part of Lynnwood Municipal Code Title 5 “Business Regulations and Licenses”. A Planning Commission public hearing is not required on amendments to Title 5; however, the code amendment is being brought forward for the Planning Commission’s information since it relates to the same general topic.

As information, LMC Section 5.30.015 is focused on accommodating a variety of short term, public and private special events. It does not deal well with a special event that takes place over an entire year with multiple venues. For example, LMC section 5.30.015 states that special events sponsored by the City are exempt from needing a Special Events Permit. Yet this is contradicted by the opening paragraph in this section that states that the exemptions only apply to events where related signage is not visible from the street. While the code provision is flexible enough to allow for periodic events occurring at the same site over the course of a year, it does not appear to deal well with a unique event like the anniversary where there will be large numbers of events, which may run concurrently at multiple locations. Therefore, a code amendment is being proposed that will confirm that City sponsored events, are exempt from needing permits, whether or not they have associated signage.

PROCESS:

A future Planning Commission public hearing will be scheduled on the proposed code amendment. Following the public hearing, the Planning Commission will make a recommendation to City Council. The City Council will conduct its own public hearing City Council and then take action (adoption, denial).

RECOMMENDATIONS:

Planning Commission to review the proposed amendments and ask questions in anticipation of a future public hearing.

ATTACHMENT(s):

1. Draft Ordinance

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DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING SECTION 5.30.015 AND SECTION 21.16.260 OF THE LYNNWOOD MUNICIPAL CODE RELATING TO SPECIAL EVENTS AND TO CIVIC EVENT BANNERS AND SIGNS, PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION

WHEREAS, the City of Lynnwood is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City Council is authorized by RCW 35A.11.020 to adopt and enforce ordinances of all kinds relating to municipal affairs and appropriate to the good government of the city; and

WHEREAS, City sponsored civic events serve the purpose of promoting community pride; and,

WHEREAS, signage in support of such City sponsored events is appropriate to inform the public; now, therefore,

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Lynnwood Municipal Code Section 5.30.015 entitled "Exemptions", is hereby amended to read as follows:

"5.30.015 Exemptions.

A. The following events or activities are exempt from the provisions of this chapter;

1. Special events sponsored by the City of Lynnwood.

B. The following events or activities are exempt from the provisions of this chapter; provided, that such events do not advertise the event on signs that are visible from a street or other public property:

A1. Special events which are conducted within an enclosed shopping mall during regular shopping hours, including those outdoor areas that are predominantly not visible from a public right-of-way; are in an area predominantly used by pedestrians; and are part of a larger site as defined in LMC [5.30.010](#), that has at least 50 acres of area;

B2. Activities conducted at an educational or religious facility, which are sponsored by and related to the usual activities of such facility.

38 €3. Any regularly organized or reserved use of the city’s parks or recreation
39 facilities when a permit has been obtained from the parks department pursuant to
40 its rules and regulations, except:

41 4a. Commercial events; and/or

42 2b. Special events and parades which are open to the public and not
43 regularly organized or reserved are not exempt.

44 An example of a regularly organized or reserved use is athletic
45 competitions or events; for example, baseball leagues and handball
46 tournaments. An example of a commercial event would include a radio
47 station-sponsored promotional event at a park, but would not include a
48 company picnic.

49 An example of an event which is open to the public and not a regularly
50 organized or reserved use of a park would include a rally or picnic for
51 owners of a particular car type where announcements are made inviting
52 the public or owners in general.

53 ~~D. Special events and parades sponsored by the city of Lynnwood.~~

54 Ec. A private event in a residential zone or public park where less than
55 100 persons are present or invited to attend.

56 Fd. Funeral processions.”

57 **Section 2.** Lynnwood Municipal Code Section 21.16.260 entitled "Civic
58 banners and signs", is hereby amended to read as follows:

59 21.16.260 Civic banners and signs.

60 Banners and other signs displaying civic messages only are allowed on property owned
61 by the city and no other property **as follows:**

62 **A. General Requirements**

63 Such civic banners and signs shall display only messages that promote events of a
64 general civic interest. Such banners and signs shall not be attached to fences, trees or
65 shrubs and not placed in a way that might block visibility or create a safety hazard.
66 ~~Banners announcing a civic event shall be placed no more than two weeks prior to the~~
67 ~~event and shall be removed within one week following the event.~~ Civic banners shall not
68 be **directly** illuminated. Signs on city-owned property displaying civic messages other
69 than banners shall comply with the sign regulations of the zone in which they are
70 located.

71 **B. Timing**

72 **Civic events may be of two types, with timing for the display of banners and signs**
73 **as follows:**

74
75 **1. Special Civic Event. Special civic events are civic events designated by the City**
76 **Council by resolution or that are directly supported with City funding. Special**
77 **civic events may consist of a series of associated events lasting for a time period**
78 **up to 12 months. Banners and signs associated with special civic events may be**
79 **placed up to three months in advance of the start of the event and shall be**
80 **removed within one week following the conclusion of the event.**

81 **2. General Civic Event. General civic events are civic events not designated by**
82 **City Council resolution and which are not directly funded by the City. Banners**
83 **announcing a general civic event shall be placed no more than two weeks prior to**
84 **the event and shall be removed within one week following the event**

85 **C. Civic Banners in the Right-of-Way**

86 Civic banners may be displayed within and across public street rights-of-way; however,
87 placement of the banners shall be subject to approval of the public works department. In
88 addition, any person, organization or public agency wishing to place such a banner
89 within a public right-of-way shall have liability insurance in form acceptable to the city,
90 naming the city as an additional insured, in an amount of at least \$1,000,000 to cover
91 any accidents that may have resulted from the placement of the banner.

92 ~~Civic banners shall not be allowed on city park property or within public rights-of-way~~
93 ~~adjacent to city park property or on any street median.~~

94 **D. Ground Signs on Easement**

95 Ground signs displaying civic messages may be located within easements for such a
96 purpose on privately owned property as long as ground signs are allowed in the zone
97 where they are to be located. Such ground signs displaying civic messages shall comply
98 with all the regulations in LMC [21.16.310](#)(A) except for the regulation prohibiting
99 removable letters. (Ord. 2449 § 1, 2003; Ord. 2310 § 42, 2000)”

100
101 **Section 3.** If any section, sentence, clause or phrase of this ordinance should be held
102 to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
103 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
104 clause or phrase of this ordinance.

105 **Section 4.** This ordinance or a summary thereof consisting of the title shall be
106 published in the official newspaper of the City, and shall take effect and be in full force five (5)
107 days after publication.

108 PASSED BY THE CITY COUNCIL, this _____ day of _____, 2008

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110 APPROVED:

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113 _____
114 DON GOUGH, MAYOR

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117 ATTEST/AUTHENTICATED:

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120 _____
121 FINANCE DIRECTOR,

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125 APPROVED AS TO FORM:

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CITY ATTORNEY

130 On the ____ day of _____, 2008, the City Council of the City of Lynnwood,
131 Washington, passed Ordinance No. _____. A summary of the content of said ordinance,
132 consisting of the title, provides as follows:

133 AN ORDINANCE OF THE CITY OF LYNNWOOD,
134 WASHINGTON, AMENDING SECTION 5.30.015 AND SECTION
135 21.16.260 OF THE LYNNWOOD MUNICIPAL CODE RELATING
136 TO SPECIAL EVENTS AND CIVIC EVENT BANNERS AND
137 SIGNS, PROVIDING FOR AN EFFECTIVE DATE,
138 SEVERABILITY, AND SUMMARY PUBLICATION

139 The full text of this Ordinance will be mailed upon request.

140 DATED this ____ day of _____, 2008.

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143 _____
144 JOHN MOIR, DIRECTOR
145 ADMINISTRATIVE SERVICES
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**Lynnwood Planning Commission
Meeting of October 23, 2008**

Staff Report

Agenda Item: F-2
BRT Stations Parking & Landscaping
Code Amendment (2008CAM0006)

- Public Hearing
- Informal Public Meeting
- Work Session
- New Business
- Old Business
- Information
- Miscellaneous

Lynnwood Dept. of Community Development — Staff Contact: Kevin Garrett, Planning Manager

ACTION

Discussion Only at this work session.

PROPOSAL

Amend Zoning Code to provide a continuing “credit” for landscaping areas and parking spaces that are affected by new stations for the “Swift” Bus Rapid Transit (BRT) service on Highway 99 by Community Transit.

BACKGROUND

Preliminary plans for the Swift BRT stations show the loss of existing landscaping and (in some locations) parking spaces due to construction of stations for the service. As part of and interlocal agreement with Community Transit for this service (see Attachment B, Paragraph 9), the City agreed to consider an ordinance to provide ongoing “credit” for any landscaping or parking spaces impacted by the new stations.

DECISION CRITERIA AND OTHER LEGAL CITATIONS

Section 21.20.500 of the Zoning Code states the following criteria for amendments to the Zoning Code:

“The city may approve or approve with modifications a proposal to amend the text of the zoning code if:

- “A. The amendment is consistent with the comprehensive plan; and
- “B. The amendment is substantially related to the public health, safety or welfare; and
- “C. The amendment is not contrary to the best interest of the citizens and property owners of the city of Lynnwood.”

ENVIRONMENTAL REVIEW

A Determination of Non-Significance is being issued for this proposed code amendment.

ANALYSIS/COMMENT

Development of stations for the Swift BRT service will impact existing landscaping and (at some properties) parking spaces. As this service is being provided by a public agency (Community Transit) is being developed at specific locations determined by Community Transit, and will benefit transit riders in the Highway 99 corridor and only indirectly will benefit businesses impacted by the loss of landscaping or parking, the City agreed to consider allowing ongoing “credit” for landscaping and parking impacted by the stations. This means that, at such time as the property owner or business either expands the existing buildings or redevelops the property, the City will recognize the landscaping and parking impacted by the station in determining compliance with zoning requirements for parking and landscaping areas. In effect, by adopting this ordinance, the City would agree to hold the businesses and property owners harmless from development of the Swift BRT stations.

Attachment A presents an ordinance drafted by the City Attorney’s office.

RECOMMENDATION

No action at this work session.

ATTACHMENTS

- A. Draft Ordinance
- B. Interlocal Agreement with Community Transit for BRT service on Highway 99 (with map of station locations)

1 WHEREAS, SEPA review was conducted on the proposed regulations, with a
2 determination of non-significance issued by the City’s Environmental Review Committee on
3 _____, 2008; and

4 WHEREAS, the City notified the Department of Community, Trade and Economic
5 Development of its intent to adopt the proposed regulations as required by law; now,
6 therefore

7 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO
8 ORDAIN AS FOLLOWS:

9 Section 1. A new section 21.46.212 is added to the Lynnwood Municipal Code as
10 follows:

11 21.46.212 Swift Station off-street parking and landscaping.

12 In calculating and applying the parking stall and landscaping requirements of
13 this title, the parking stalls and landscaping that are replaced by a transit station
14 and related improvements of the Snohomish County Public Transportation
15 Benefit Area dba Community Transit, also known as a Swift BRT station,
16 pursuant to the development agreement between the City and Community
17 Transit dated August 20, 2008, shall be included within the calculation and
18 application of such requirements. The replacement of a portion of a parking
19 stall shall be deemed to be a replacement of the entire parking stall. In any
20 application for a building or other permit for construction of such transit station
21 and related improvements, Community Transit shall provide photographs of the
22 parking stalls and landscaping that will be replaced by the transit station and
23 related improvements, or such other evidence of the parking stalls and
24 landscaping that is acceptable to the community development director.

25 Section 2. This ordinance or a summary thereof consisting of the title shall be published in
26 the official newspaper of the City, and shall take effect and be in full force five (5) days after
27 publication.

1 PASSED BY THE CITY COUNCIL, this _____ day of _____, 2008.

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APPROVED:

DON GOUGH, MAYOR

ATTEST/AUTHENTICATED:

JOHN MOIR, FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY

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On the ____ day of _____, 2008, the City Council of the City of Lynnwood, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, ESTABLISHING OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS FOR PROPERTY ON WHICH COMMUNITY TRANSIT SWIFT BRT STATIONS ARE CONSTRUCTED, AND ADDING A NEW SECTION 21.46.212 TO THE LYNNWOOD MUNICIPAL CODE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2008.

JOHN MOIR, FINANCE DIRECTOR

DEVELOPMENT AGREEMENT

This agreement is entered into by the City of Lynnwood, Washington, a municipal corporation (hereinafter "City") and Snohomish County Public Transportation Benefit Area dba Community Transit ("Community Transit"), a municipal corporation pursuant to the authority of RCW 36.70B.170 et seq and Chapter 1.37 of the Lynnwood Municipal Code, and in consideration of the mutual benefits to be derived.

WHEREAS, RCW 36.70B.170, et seq, and LMC 1.37 authorizes development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties;

WHEREAS, Community Transit is in the process of establishing standard station designs for its new Swift BRT program in and along Highway 99 within the City;

WHEREAS, Community Transit and the City intends to establish the development standards and review processes for this proposal by vesting it under current standards and processes for a period of five years;

WHEREAS, Community Transit has proposed that the City agree to apply consistent design standards and a uniform review process in order to assure that all future Swift stations along the entire transportation corridor are visually coherent and easily identifiable to the general public regardless of the jurisdiction in which a facility may be located;

WHEREAS, a public hearing was held on the 22nd day of October, 2007 regarding this Development Agreement as required by statute;

WHEREAS, the City Council finds that the proposed Development Agreement is consistent with its development regulations as adopted, NOW, THEREFORE,

1. Statement of Authority. This agreement is entered into pursuant to the authorization of RCW 36.70B.170 and LMC 1.37 and is intended and designed to vest this proposal under current City development standards and review processes for a period of five (5) years commencing on the date of approval under the development standards set forth in this agreement. Vesting is limited to the specific topics and subjects referenced in this Agreement. Any development requirement of the City not specifically referenced shall apply based on the date of vesting as determined in accordance with City ordinances and state law.

2. Mitigation Measures. Mitigation measures, development conditions and other requirements levied pursuant to Chapter 43.21(C) RCW are a proper subject of development agreements pursuant to RCW 36.70B.170(3)(c) and LMC 1.37. As consideration for this Development Agreement, Community Transit offers, and the City agrees to accept, \$2,500 per constructed station as a voluntary payment to be applied to

1 | either an existing stormwater mitigation site within the jurisdiction, a regional mitigation
2 project, or another stormwater quality or quantify program or project providing general
3 benefit as selected at the City's discretion and at a date of its election, in lieu of on-site
4 improvements for any identified impacts under this Development Agreement.
5

6 3. Design Review Standards. RCW 36.70B.180(3)(d) and LMC 1.37 authorize the
7 establishment of design standards by a development agreement. During the period of
8 vesting established by this Agreement, the City agrees that the Swift BRT station sites at
9 the locations shown on the attached Exhibit A shall be constructed to incorporate the
10 specific design features shown on the attached Exhibit B, which are hereby fully
11 incorporated into this Agreement by this reference.
12

13 3.1 These design features have been allowed by the City in this Agreement in
14 order to ensure the consistency of basic Swift station design in order to facilitate the
15 public's awareness of and utilization of the Swift station program. Based on these
16 standards, a Swift station is exempt from the City's design review program. By way of
17 example, but not limitation, the iconic markers identified in the Exhibits are excluded
18 from City sign regulations pursuant to LMC 21.16.200.D.
19

20 3.2 In addition to the design features approved by the City as shown in Exhibit
21 B, the City Council has certain personalization choices for concrete artwork and other
22 artwork, as described in Exhibit C. The City Council and Community Transit will work
23 together to incorporate the choices as provided in Exhibit C, which is also incorporated
24 into this Agreement by this reference.
25

26
27 4. Vesting as Conforming Uses. Bus stops at the locations shown on Exhibit A are
28 conforming uses. They shall remain conforming for the period of vesting established by
29 this agreement and as authorized by RCW 36.70B.170(3)(i) and LMC 1.37.
30

31 5. Access Management. RCW 36.70B.170(3)(j) and LMC 1.37 authorize a
32 development agreement to include other appropriate development requirements or
33 procedures. By execution of this Agreement, the Parties agree to work together to the
34 maximum extent reasonably and legally appropriate to identify curb cuts that may impact
35 new station locations and, wherever possible and subject to negotiations between
36 Community Transit, the City and affected property owners, to close or consolidate
37 existing driveways at the new Swift station locations. Nothing herein shall be deemed to
38 obligate the City to contribute toward the cost of purchase, to condemnation or to pay any
39 other necessary cost or claim to condemn or otherwise acquire access rights from the
40 adjacent properties, and Community Transit agrees to hold harmless and indemnify the
41 City, its officers, agents, and employees from any cost, claim or liability whatsoever,
42 including but not limited to allegations of inverse condemnation or taking, which may
43 arise from or out of such process or negotiations with adjacent property owners.
44

1 6. Reservation of Authority to Impose New Regulations. The City specifically
2 reserves authority, pursuant to RCW 36.70B.180(4) and LMC 1.37, to impose new or
3 different regulations to the extent required by a serious threat to public health and safety.
4

5 7. Duration. This Agreement shall vest Community Transit with the authority to
6 develop the Swift BRT stations described on Exhibits A and B for a period of five (5)
7 years from the date of execution of this Agreement under current City development
8 standards and review processes. These rights may be exercised by filing fully complete
9 building permit applications within such five-year period in accordance with state law
10 and City ordinance. If and when Community Transit, in its sole discretion, deems it
11 appropriate to terminate the Swift BRT programs, the provisions of this Agreement shall
12 automatically lapse, if said five-year period has not run.
13

14 8. Delay in Effective Date in Event of Appeal. This Development Agreement
15 relates to project permit applications and approvals, such as building permits, right-of-
16 way construction, and encroachment permits. Therefore, it shall be effective upon the
17 expiration of the appeal period provided in Chapter 36.70C. RCW. In the event of an
18 appeal, if the Development Agreement is upheld in the final judicial decision, the five-
19 year period previously established shall automatically be extended. The five-year vesting
20 period established by this Development Agreement shall commence upon the date of
21 entry of a final order upholding the Development Agreement and extend for a period of
22 five years thereafter.
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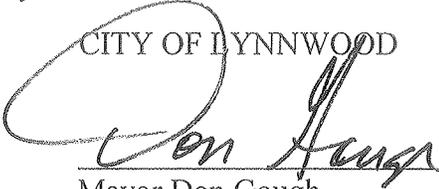
24 9. No Affect on Private Property. The City agrees to consider and adopt an
25 ordinance that any off-street parking and landscaping required by City zoning regulations
26 that is demolished and replaced by improvements for a Swift station shall continue to be
27 included in any evaluation of the property for compliance with any zoning regulations as
28 if the parking or landscaping was still in-place as it existed prior to construction of the
29 Swift station.
30

31 10. Entire Agreement; Amendment. This is the entire agreement between the parties.
32 Any prior understanding, written or oral, shall be deemed merged with its provisions.
33 This Agreement shall not be amended except in writing with the express written consent
34 of the parties hereto.
35

36 11. Effective Date; Recording. This Agreement shall be effective when filed with the
37 Snohomish County Auditor in accordance with the provisions of RCW 36.70B.190 and
38 LMC 1.37. All costs of recording shall be borne by Community Transit.
39

40 DATED this 20th day of August, 2008.

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42 CITY OF LYNNWOOD

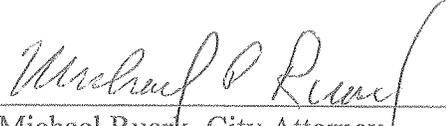
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Mayor Don Gough

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ATTEST/AUTHENTICATED:

By: 
John Moir, Finance Director

APPROVED AS TO FORM:

By: 
Michael Ruark, City Attorney

COMMUNITY TRANSIT


Joyce Eleanor, Chief Executive Officer

Exhibit A

