

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, July 2, 2012
7:30 pm**

Englewood Civic Center – Council Chambers
1000 Englewood Parkway
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
 - a. Minutes from the Regular City Council Meeting of June 18, 2012.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment

8. Communications, Proclamations, and Appointments.
 - a. A proclamation congratulating our Sister City, Belm, Germany on their 40th Anniversary.
 - b. A resolution reappointing Susan Bayless to the Code Enforcement Advisory Board.
 - c. A resolution reappointing Mary Berger to the Code Enforcement Advisory Board.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

- d. A resolution recommending the appointment of Judy Browne to the Englewood Housing Authority.
- e. A resolution reappointing Vic Calonder to the Alliance for Commerce in Englewood.
- f. A resolution appointing Brianna Carey to the Cultural Arts Commission.
- g. A resolution appointing Miguel Drake to the Code Enforcement Advisory Committee.
- h. A resolution reappointing Linda Hart to the Code Enforcement Advisory Committee.
- i. A resolution appointing Mike Freemire as an alternate member of the Planning and Zoning Commission.
- j. A resolution appointing Amy Martinez as an alternate member of the Cultural Arts Commission.
- k. A resolution appointing Amy Martinez to the Englewood Public Library Board.
- l. A resolution reappointing Diane Ostmeier to the Liquor and Medical Marijuana Licensing Authority.
- m. A resolution reappointing Kristy Reed to the Cultural Arts Commission.
- n. A resolution reappointing Jeannette Sarconi to the Alliance for Commerce in Englewood.
- o. A resolution appointing Carly Sellaro as youth member of the Cultural Arts Commission.
- p. A resolution appointing Steve Ward to the Liquor and Medical Marijuana Licensing Authority.
- q. A resolution reappointing Carlyne Wilmoth to the Liquor and Medical Marijuana Licensing Authority.

9. Consent Agenda Items.

- a. Approval of Ordinances on First Reading.
- b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 35 – Approving Supplement #166 to the Connector’s Agreement Southgate Sanitation District authorizing the inclusion of land within the district.
 - ii. Council Bill No. 36 – Approving Supplement #167 to the Connector’s Agreement Southgate Sanitation District authorizing the inclusion of land within the district.

- iii. Council Bill No. 38 – Making changes to NonEmergency Employees Retirement Plan (NERP).
- iv. Council Bill No. 40 – Authorizing the execution of two Intergovernmental Subgrantee Agreements with the Arapahoe Board of County Commissioners for the 2012 Arapahoe County Community Development Block Grant Program.
- v. Council Bill No. 41 – Authorizing the Agreement for Temporary Lease and/or Re-Diversion of Reusable Return Flows of Water Agreement with Centennial Water and Sanitation District.
- vi. Council Bill No. 42 – Authorizing an intergovernmental agreement with the Marmot Library Network.

c. Resolutions and Motions.

10. Public Hearing Items. (None Scheduled.)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 39 – Recommendation from the Community Development Department to adopt a Bill for an Ordinance authorizing amendments to 16-6-13: Signs and associated amendments regarding signs to Title 16: Unified Development Code and Title 11: Public Ways and Property of the Englewood Municipal Code. Staff further recommends that Council set a public hearing for July 16, 2012 to gather public input on this matter. **Staff Source: Alan White, Director of Community Development.**
- ii. Council Bill No. 43 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing the sale of 905 W Stanford Avenue, a Project Rebuild home funded through the Neighborhood Stabilization Program Grant. **Staff Source: Harold Stitt, Senior Planner, and Janet Grimmett, Housing Finance Specialist.**

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.

12. General Discussion.

- a. Mayor's Choice.
- b. Council Members' Choice.

13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.

PROCLAMATION



WHEREAS, in 2006, Englewood formalized its Sister City relationship with Belm, Germany as a way to share ideas and expertise on various issues impacting local governments in the spirit of international good will and collaboration; and

WHEREAS, over the years, the two cities have celebrated each other's successes and milestones; and

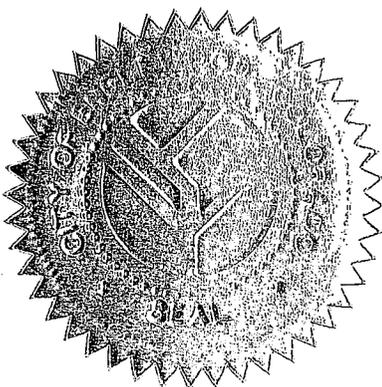
WHEREAS, while Belm's history goes back more than 1,000 years, its modern administration was created by the parliament of Lower-Saxony in Hannover on July 1, 1972 and since that time, city leaders have developed public buildings, residential areas, educational systems, energy and infrastructure systems, and many other services important to Belm's citizens; and

WHEREAS, Belm and the small communities of Powe, Icker, Haltern, and Vehrte that are part of Belm will celebrate their 40th Anniversary on July 1, 2012 and will mark this important milestone with a special celebration on the 8th of July; and

WHEREAS, the City of Englewood wishes to congratulate our Sister City on this important milestone;

NOW, THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, offer heartfelt congratulations to our friends in Belm, Germany, on this very important occasion of the community's 40th Anniversary. We wish the leaders and citizens of our Sister City continued success in all your future challenges and endeavors.

GIVEN under my hand and seal this 2nd day of July, 2012.



Randy P. Penn, Mayor

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION REAPPOINTING SUSAN BAYLESS TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

WHEREAS, Susan Bayless has served as a member of the Englewood Code Enforcement
Advisory Committee; and

WHEREAS, Susan Bayless' term expired on July 1, 2012; and

WHEREAS, the Englewood City Council desires to reappoint Susan Bayless to another term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Susan Bayless is hereby reappointed to the Englewood Code Enforcement
Advisory Committee. Susan Bayless' term will be effective immediately and will expire July 1,
2014.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2012

A RESOLUTION REAPPOINTING MARY BERGER TO THE CODE ENFORCEMENT
 ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused on the activities and services of code enforcement and regulatory processes of the neighborhood services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City Council and to the City Manager or his designee for improvements relating to neighborhood services in the City; and

WHEREAS, Mary Berger has served as a member of the Englewood Code Enforcement Advisory Committee; and

WHEREAS, Mary Berger's term expired on July 1, 2012; and

WHEREAS, the Englewood City Council desires to reappoint Mary Berger to another term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Mary Berger is hereby reappointed to the Englewood Code Enforcement Advisory Committee. Mary Berger's term will be effective immediately and will expire July 1, 2014.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

 Randy P. Penn, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION RECOMMENDING JUDY BROWNE FOR APPOINTMENT TO THE
ENGLEWOOD HOUSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, there is a vacancy in the Englewood Housing Authority; and

WHEREAS, Judy Browne has applied to serve as a member of the Englewood Housing
Authority; and

WHEREAS, Judy Browne was previously named as an alternate to the Englewood Housing
Authority; and

WHEREAS, the Mayor desires to appoint Judy Browne as a member of Englewood Housing
Authority; and

WHEREAS, the Englewood City Council supports the Mayor's appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Judy Browne is hereby appointed to the Englewood Housing Authority for the
City of Englewood, Colorado. Judy Browne's term will be effective immediately and will expire
on July 1, 2017.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION REAPPOINTING VIC CALONDER TO THE ALLIANCE FOR
COMMERCE IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD,
COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the
Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood
City Council, focusing on the creation of an environment in which existing business can thrive
and new business can prosper; and

WHEREAS, Vic Calonder is a current member of Alliance For Commerce In Englewood
Committee; and

WHEREAS, Vic Calonder's term expired July 1, 2012; and

WHEREAS, Vic Calonder has offered to serve and has applied for reappointment to the
Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Vic Calonder to the Alliance for
Commerce in Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Vic Calonder is hereby reappointed to Alliance For Commerce in Englewood
Committee. Vic Calonder's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING BRIANNA CAREY AS A MEMBER OF THE CULTURAL
ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood
City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Brianna Carey has graciously applied for appointment to the Englewood Cultural
Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Brianna Carey to the Englewood
Cultural Arts Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Brianna Carey is hereby appointed to the Cultural Arts Commission for the City of
Englewood, Colorado. Brianna Carey's term will become effective immediately and will expire
July 1, 2015.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING MIGUEL DRAKE TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, Miguel Drake has applied to serve as a member of the Englewood Code
Enforcement Advisory Committee; and

WHEREAS, Miguel Drake was previously named as an alternate to the Code Enforcement
Advisory Committee; and

WHEREAS, the Englewood City Council desires to appoint Miguel Drake to the Englewood
Code Enforcement Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Miguel Drake is hereby appointed to the Englewood Code Enforcement Advisory
Committee. Miguel Drake's term will be effective immediately and will expire July 1, 2014.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION REAPPOINTING LINDA HART TO THE CODE ENFORCEMENT
ADVISORY COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Code Enforcement Advisory Committee was established by the
Englewood City Council with the passage of Ordinance No. 71, Series of 1997; and

WHEREAS, the Code Enforcement Advisory Committee is an advisory committee focused
on the activities and services of code enforcement and regulatory processes of the neighborhood
services of the Englewood Police Department; and

WHEREAS, the Code Enforcement Advisory Committee makes recommendations to City
Council and to the City Manager or his designee for improvements relating to neighborhood
services in the City; and

WHEREAS, Linda Hart has served as a member of the Englewood Code Enforcement
Advisory Committee; and

WHEREAS, Linda Hart's term expired on July 1, 2012; and

WHEREAS, the Englewood City Council desires to reappoint Linda Hart to another term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Linda Hart is hereby reappointed to the Englewood Code Enforcement Advisory
Committee. Linda Hart's term will be effective immediately and will expire July 1, 2014.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
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Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2012

A RESOLUTION APPOINTING MIKE FREEMIRE AS AN ALTERNATE MEMBER TO THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Planning and Zoning Commission makes recommendations to City Council regarding the master plan, the comprehensive zoning ordinance, proposed subdivisions as well as, capital improvements; and

WHEREAS, Mike Freemire has graciously offered to serve on the City of Englewood's boards and commissions and currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Mike Freemire as alternate member to the Planning and Zoning Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Board he will be serving on so that he can maintain an understanding of the current issues and rules; and

WHEREAS, while the alternate will not be able to vote at the meetings, he is nevertheless requested to attend as many meetings as possible to get a feel for the membership and issues; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints Mike Freemire as alternate member of the Englewood Planning and Zoning Commission.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

 Randy P. Penn, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING AMY MARTINEZ AS AN ALTERNATE MEMBER TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, Amy Martinez has graciously offered to serve on the City of Englewood's boards and commissions; and

WHEREAS, currently there are no vacancies on the boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Amy Martinez as an alternate member to the Englewood Cultural Arts Commission; and

WHEREAS, City Council has requested staff to send this alternate member packets for the Commission she will be serving on so that she can maintain an understanding of the current issues and rules; and

WHEREAS, Council wishes to express its gratitude for the volunteerism and service that this individual wishes to bestow upon the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby appoints Amy Martinez as an alternate member of the Englewood Cultural Arts Commission.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING AMY MARTINEZ TO THE PUBLIC LIBRARY
BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Public Library Board prepares and recommends to City Council a master plan for the development and maintenance of the City library system as well as policy issues; and

WHEREAS, there is a vacancy on the Englewood Public Library Board; and Amy Martinez has applied to serve as a member of the Englewood Public Library Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Amy Martinez is hereby appointed to the Englewood Public Library Board. Amy Martinez's term will be effective immediately and will expire February 1, 2016.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION REAPPOINTING DIANE OSTMEYER TO THE ENGLEWOOD LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, Diane Ostmeyer is a current member of the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, Diane Ostmeyer's current term expired July 1, 2012; and

WHEREAS, Diane Ostmeyer has offered to serve and has applied for reappointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to reappoint Diane Ostmeyer to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Diane Ostmeyer is hereby reappointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Diane Ostmeyer's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION REAPPOINTING KRISTY REED TO THE CULTURAL ARTS
COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood
City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the
development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, Kristy Reed has served as a member of the Englewood Cultural Arts
Commission; and

WHEREAS, Kristy Reed's term expired July 1, 2012; and

WHEREAS, Kristy Reed has offered to serve and has applied for reappointment to the
Englewood Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to reappoint Kristy Reed to the Englewood
Cultural Arts Commission for another term;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Kristy Reed is hereby reappointed to the Englewood Cultural Arts Commission.
Kristy Reed's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION REAPPOINTING JEANNETTE SARCONI TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD (ACE) COMMITTEE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Alliance For Commerce In Englewood Committee was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 2001; and

WHEREAS, the Alliance For Commerce In Englewood Committee advises the Englewood City Council, focusing on the creation of an environment in which existing business can thrive and new business can prosper; and

WHEREAS, Jeannette Sarconi is a current member of Alliance For Commerce In Englewood Committee; and

WHEREAS, Jeannette Sarconi's term expired July 1, 2012; and

WHEREAS, Jeannette Sarconi has offered to serve and has applied for reappointment to the Alliance For Commerce In Englewood Committee; and

WHEREAS, the Englewood City Council desires to reappoint Jeannette Sarconi to the Alliance for Commerce in Englewood Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Jeannette Sarconi is hereby reappointed to Alliance For Commerce in Englewood Committee. Jeannette Sarconi's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING CARLY SELLARO AS A YOUTH LIAISON
TO THE CULTURAL ARTS COMMISSION FOR THE CITY OF
ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood
City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the City Council desires to appoint a youth liaison to the Cultural Arts
Commission for the term expiring July 1, 2013; and

WHEREAS, Carly Sellaro meets the requirements set forth by City Council for appointment
as youth liaison to the Cultural Arts Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, THAT:

Section 1. Carly Sellaro is hereby appointed as a youth liaison to the Cultural Arts
Commission. Carly Sellaro's term will be effective immediately and will expire July 1, 2013.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the
above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2012

A RESOLUTION APPOINTING STEVE WARD TO THE ENGLEWOOD LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, Steve Ward desires to serve the City and has applied for appointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, there is a vacancy on the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to appoint Steve Ward to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Steve Ward is hereby appointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Steve Ward's term will be effective immediately and will expire July 1, 2014.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

 Randy P. Penn, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

 Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
 SERIES OF 2012

A RESOLUTION REAPPOINTING CAROLYNE WILMOTH TO THE ENGLEWOOD LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Local Liquor and Medical Marijuana Licensing Authority has been created and has all powers of the local licensing authority as set forth by the State of Colorado to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, to conduct investigations as required by law, and to suspend or revoke such licenses for cause in the manner provided by law; and

WHEREAS, the Local Liquor and Medical Marijuana Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana; to conduct investigations as required by law; suspend, fine, restrict, or revoke such licenses; and

WHEREAS, Carlyne Wilmoth is a current member of the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, Carlyne Wilmoth's current term expired July 1, 2012; and

WHEREAS, Carlyne Wilmoth has offered to serve and has applied for reappointment to the Englewood Local Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, the Englewood City Council desires to reappoint Carlyne Wilmoth to the Englewood Local Liquor and Medical Marijuana Licensing Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. Carlyne Wilmoth is hereby reappointed to the Englewood Local Liquor and Medical Marijuana Licensing Authority. Carlyne Wilmoth's term will be effective immediately and will expire July 1, 2015.

ADOPTED AND APPROVED this 2nd day of July, 2012.

ATTEST:

 Randy P. Penn, Mayor

 Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

 Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2012

COUNCIL BILL NO. 35
 INTRODUCED BY COUNCIL
 MEMBER JEFFERSON

AN ORDINANCE APPROVING SUPPLEMENT NO. 166 TO THE SOUTHGATE SANITATION DISTRICT CONNECTOR'S AGREEMENT FOR THE INCLUSION OF LAND WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Southgate Sanitation District recommends the inclusion of approximately 2.5 acres into the District; and

WHEREAS, said inclusion is located on the Southeast corner of East Belleview and South Holly Street in Greenwood Village; and

WHEREAS, the proposed inclusion is to install a sewer line and connect to the existing sewer main in the street; and

WHEREAS, the zoning of this property in Greenwood Village is currently zoned Residential which is the proposed use of this property; and

WHEREAS, said annexation of this parcel of land will not increase the tap allocation to the Southgate Sanitation District; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at its April 10, 2012 meeting;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Agreement between the City of Englewood and Southgate Sanitation District entitled "Supplement No. 166, to Connector's Agreement", which includes 2.5 acres located on the Southeast corner of East Belleview and South Holly Street in Greenwood Village, is hereby accepted and approved by the Englewood City Council. A copy of said Agreement is attached hereto as "Exhibit 1" and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, respectively, the said Agreement for and on behalf of the City Council and the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of June, 2012 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 6th day of July, 2012.

Published by title on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

SUPPLEMENT NO. 166 TO CONNECTOR'S AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ENGLEWOOD**, acting by and through its duly authorized Mayor and City Clerk, hereinafter called the "City," and **SOUTHGATE SANITATION DISTRICT**, Arapahoe and Douglas Counties, Colorado, hereinafter called the "District,"

WITNESSETH:

WHEREAS, on the 20th day of June, 1961, the City and the District entered into an Agreement in which the City agreed to treat sewage originating from the District's sanitary sewer system within the area served by the District, which Agreement was renewed by Connector's Agreement dated November 16, 1988 and Amended April 20, 2009; and

WHEREAS, said Connector's Agreement provides that the district may not enlarge its service area without the written consent of the City;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. The City hereby consents to the inclusion of certain additional area located in Arapahoe County, Colorado, owned by **Gareth J. and Natalie G. Nichol** and more fully described on Exhibit A attached hereto and incorporated herein by reference, into Southgate Sanitation District. The City agrees that said additional area may be served with the sewer facilities of the District, and that the City will treat the sewage discharged into the City's trunk line from said additional area, all in accordance with the Connector's Agreement dated November 16, 1988 and Amended April 20, 2009. Accordingly, Exhibit A referred to in Paragraph 1 of the Connector's Agreement dated November 16, 1988 and Amended April 20, 2009, is hereby amended to include such additional area.

2. Each and every other provision of the said Connector's Agreement dated November 16, 1988 and Amended April 20, 2009, shall remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 201__.

CITY OF ENGLEWOOD

By: _____
MAYOR

ATTEST:

CITY CLERK
(SEAL)

SOUTHGATE SANITATION DISTRICT,
ARAPAHOE AND DOUGLAS COUNTIES,
COLORADO

By: C _____
PRESIDENT

ATTEST:

SECRETARY
(SEAL)

EXHIBIT A

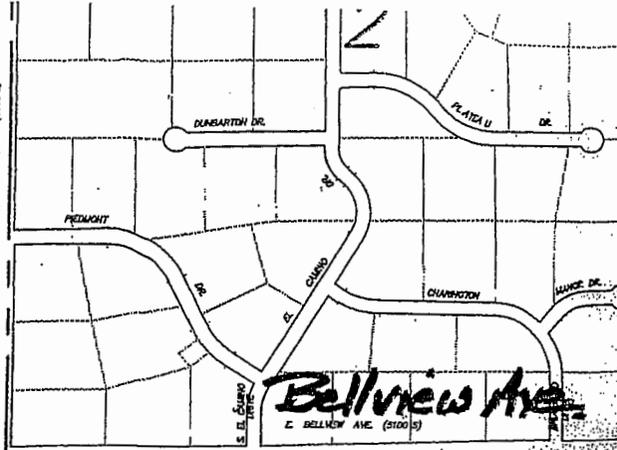
(Legal Description)

Lot 3,
Re-Subdivision of Tracts 17 thru 20,
The Clark Colony No. 3,
Section 17, Township 5 South, Range 67 West,
County of Arapahoe,
State of Colorado,
Together with $\frac{1}{2}$ of the vacated street adjacent
to the North line of subject property.



Holly St

DENVER
WATER
DEPARTMENT
628-6000



BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012 _____

COUNCIL BILL NO. 36
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE APPROVING SUPPLEMENT NO. 167 TO THE SOUTHGATE
SANITATION DISTRICT CONNECTOR’S AGREEMENT FOR THE INCLUSION OF LAND
WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Southgate Sanitation District recommends the inclusion of approximately 2.39
acres into the District; and

WHEREAS, said inclusion is located on the North side of East Garden Avenue, west of
Colorado Boulevard in Greenwood Village; and

WHEREAS, the proposed inclusion is to install a sewer line and connect to the existing sewer
main in the street; and

WHEREAS, the zoning of this property in Greenwood Village is currently zoned Residential
which is the proposed use of this property; and

WHEREAS, said annexation of this parcel of land will not increase the tap allocation to the
Southgate Sanitation District; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement
at its May 8th, 2012 meeting;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Agreement between the City of Englewood and Southgate Sanitation District
entitled “Supplement No. 167, to Connector’s Agreement”, which includes 2.39 acres located on
the North side of East Garden Avenue, West of Colorado Boulevard in Greenwood Village, is
hereby accepted and approved by the Englewood City Council. A copy of said Agreement is
attached hereto as “Exhibit 1” and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, respectively, the
said Agreement for and on behalf of the City Council and the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of
June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of June, 2012 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 6th day of July, 2012.

Published by title on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

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SUPPLEMENT NO. 167 TO CONNECTOR'S AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ENGLEWOOD**, acting by and through its duly authorized Mayor and City Clerk, hereinafter called the "City," and **SOUTHGATE SANITATION DISTRICT**, Arapahoe and Douglas Counties, Colorado, hereinafter called the "District,"

WITNESSETH:

WHEREAS, on the 20th day of June, 1961, the City and the District entered into an Agreement in which the City agreed to treat sewage originating from the District's sanitary sewer system within the area served by the District, which Agreement was renewed by Connector's Agreement dated November 16, 1988 and Amended April 20, 2009; and

WHEREAS, said Connector's Agreement provides that the district may not enlarge its service area without the written consent of the City;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. The City hereby consents to the inclusion of certain additional area located in Arapahoe County, Colorado, owned by **Carla G. Shankle** and more fully described on Exhibit A attached hereto and incorporated herein by reference, into Southgate Sanitation District. The City agrees that said additional area may be served with the sewer facilities of the District, and that the City will treat the sewage discharged into the City's trunk line from said additional area, all in accordance with the Connector's Agreement dated November 16, 1988 and Amended April 20, 2009. Accordingly, Exhibit A referred to in Paragraph 1 of the Connector's Agreement dated November 16, 1988 and Amended April 20, 2009, is hereby amended to include such additional area.

2. Each and every other provision of the said Connector's Agreement dated November 16, 1988 and Amended April 20, 2009, shall remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 201__.

CITY OF ENGLEWOOD

By: _____
MAYOR

ATTEST:

CITY CLERK
(SEAL)

SOUTHGATE SANITATION DISTRICT,
ARAPAHOE AND DOUGLAS COUNTIES,
COLORADO

By: _____
PRESIDENT

ATTEST:

SECRETARY
(SEAL)

EXHIBIT A

(Legal Description)

Lot 6, Sierra Vista,
County of Arapahoe,
State of Colorado

VICINITY MAP

3701 E. GARDEN AVENUE
GREENWOOD VILLAGE, CO

R68W R67W

E. QUNINCY AVE.

STEELE ST. (3200 E)

S. COLORADO BLVD. (4000 E)

S. HOLLY ST. (5600E)

S. MONACO ST

GLENMOOR

E. BELLEVUE BLVD. (5100 S)

CHARLOTTA AT CHERRY HILLS

CHARLOTTA VALLEY

UNIVERSITY BLVD. (2400 E)

SOUTH DENVER GARDENS

GREENWOOD VILLAGE

E. PROGRESS PL

SIERRA VISTA

THE PRESERVE

E. BERRY AVE.

CLARK COLONY

ALEXANDER ESTATES

SO. DENVER GARDENS

THE PRESERVE

GREENWOOD HILLS

GARDENS

GREENWOOD VILLAGE

S. W. ORCHARD AVE

ORCHARD CREEK

RIDGEVIEW HILLS

HERITAGE VILLAGE

RAJOS VERDE

CHERRY HILLS MANOR

RIDGEVIEW HILLS

SEACREST VILLAGE

CHERRY PARK

HANOVER PLACE

VILLA DE SOL

Y AVE.

ARAPAHOE ESTATES WATER DISTRICT
779-9589

RD. (6700 S)

DISTRICT BOUNDARY

LORADO BLVD. (4000 E)

LIBERTY VILLAGE

HOMESTEAD

WILLOWS



1" = 2000'

February 23, 2012

Southgate Water and Sanitation District
3722 East Orchard Road
Centennial, CO 80121

**RE: Request for Inclusion – Water and Sanitary Sewer
3701 E. Garden Ave, Greenwood Village, CO**

To Whom It May Concern:

Please find the attached documentation to request inclusion in the Southgate Water and Sanitation District for the subject lot.

The existing 2.39 acre lot is located on the north side of E. Garden Avenue just west of the intersection with Colorado Blvd. in the City of Greenwood Village.

The parcel includes an existing single family house with out building. The District has recently installed water distribution mains and sewer collection mains within the E. Garden right of way and adjacent to this lot.

The lot is zoned R-2.5 and that zoning will not change. The entire area of the parcel will be included in the inclusion area. The use will not change from single family, however there will be some remodeling, finishing of the basement, expansion of a part of the home and installation of a swimming pool. The house and out-building cover approximately 6% of the lot. It is anticipated the home will require a domestic tap in the ¾" to 1" range, a 4" sewer service that will accept pumped discharge and a 2" R-13 type sprinkler line.

The required documents and submittal fees are included with this transmittal, including a copy of the checklist provided by the District. We look forward to your review of our request and inclusion into the District.

Respectfully Submitted,

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2012

COUNCIL BILL NO. 38
 INTRODUCED BY COUNCIL
 MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, ENTITLED "CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2012 OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, during the most recent negotiations with the Englewood Employees Association (EEA) regarding benefits, it was agreed that those employees would make a three percent (3%) contribution to the NonEmergency Employees Retirement Plan (NERP); and

WHEREAS, this contribution is to help offset the cost of providing pension benefits and equalize employee contributions within the NonEmergency Employees Retirement Plan (NERP); and

WHEREAS, these amendments are not intended to change retiree benefits but to make the necessary changes to the NERP Plan Document required by this Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado, hereby authorizes amending Title 3, Chapter 4, of the Municipal Code 2000, to read as follows:

Chapter 4

CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE ~~JANUARY 1, 2008~~ DECEMBER 31, 2012

3-4-1: Purpose.

Effective as of ~~January 1, 1999~~ December 31, 2012, the City Council of the City adopted the amended and restated Plan, as set forth herein, to continue and replace the Plan previously in effect. The Plan and Retirement Fund are intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended. The Plan, previously known as the "City of Englewood Retirement Plan," ~~shall hereinafter be~~ is known as the "City of Englewood Nonemergency Employees Retirement Plan."

The Plan and the Retirement Fund forming a part hereof, were established and shall be maintained for the exclusive benefit of the eligible Employees of the City and their Beneficiaries.

No part of the Retirement Fund can ever revert to the City except as hereinafter provided, or be used for or diverted to purposes other than the exclusive benefit of the Employees of the City and their Beneficiaries.

This amendment and restatement of the Plan shall not, in any way, affect the rights of former Employees who participated in said Plan and who either retired or otherwise terminated their employment prior to ~~January 1, 1999~~ December 31, 2012. The rights, if any, of such former Employees and of their Beneficiaries and the amounts of their benefits, if any, shall continue to be governed by the provisions of the Plan as it was in effect on December ~~31, 1998~~ 30, 2012, or the date, if earlier, of their retirement or termination of employment, unless specifically provided for otherwise herein.

3-4-2: Definitions and Construction.

3-4-2-1: Name.

The retirement income plan as set forth in this document shall be known as the City of Englewood Nonemergency Employees Retirement Plan and Trust and is hereinafter referred to as the "Plan."

3-4-2-2: Definitions.

Unless the context otherwise requires, the definitions and general provisions contained in this Subsection govern the construction of this restated Plan.

- A. *Accrued Benefit* means the benefit determined in accordance with Section 3-4-7 hereof.
- B. *Accumulated Contributions* means the sum of the Member's contributions to this Plan, credited with interest thereon at the rate of 3.5 percent per annum to the date payment of the Member's benefit commences.
- C. *Actuarial (or Actuarially) Equivalent* means equality in value of the aggregate amounts expected to be received under different forms of payment based on interest rate and mortality assumptions as defined below unless otherwise specifically provided in the Plan:
 - 1. *Interest Rate Assumption for Alternative Periodic Benefits.* The interest rate used for purposes of computing alternative periodic forms of benefits shall be 7.5 percent effective January 1, 1986.
 - 2. *Interest Rate Assumption for Single-Sum Payments.* Effective for the calendar year beginning on January 1, 1986, and for each calendar year following sequentially thereafter, the interest rate used for purposes of computing single-sum payments shall be the immediate annuity rate (subject to adjustment as required for deferred annuities) used by the Pension Benefit Guaranty Corporation as of the January 1 coincident with or preceding the date as of which the amount of the alternative form of benefit is being determined hereunder.
 - 3. *Mortality Assumption.*

- a. Effective January 1, 2012, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) percent female, taken from the 1994 group annuity mortality table. For the period July 1, 1999 to December 31, 2011, such mortality assumption shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 group annuity mortality table. Prior to July 1, 1999, such mortality assumption shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1971 group annuity mortality table.
 - b. Solely for purposes of Section 3-4-16-2, hereof, on and after January 1, 2012, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1994 group annuity mortality table. In the case of distribution with annuity starting dates on or after December 31, 2002, the mortality table used to adjust any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in Section 3-4-16-3 of ~~the~~ Plan is the table prescribed by Rev. Rul. 2001-62.
- D. *Beneficiary* means the person or persons who are so designated by the Member, ~~in the latest written notice which the Member or Vested Member has filed with the Retirement Board in accordance with Section 3-4-8-7,~~ to receive any payment to which a Beneficiary may become entitled under this Plan.
 - E. *Board or Retirement Board* means the Board appointed by the City Council and charged with the general administration of the Plan as set forth in Section 3-~~6~~ 4-11-1 hereof.
 - F. *City* means the City of Englewood, State of Colorado.
 - G. *City Council* means the City Council of the City.
 - H. *Code or Internal Revenue Code* means the Internal Revenue Code of 1986 26 USC (1986), as amended from time to time.
 - I. *Compensation* means the total cash remuneration paid to ~~an Employee~~ a Member for a calendar year by the City for personal services while earning Credited Service as reported on the ~~Employee's~~ Member's income tax withholding statement or statements (Form W-2, or its subsequent equivalent), including longevity pay and excluding bonuses, extra pay, compensation time, overtime, lump-sum payments in lieu of accrued vacation time, sick leave, or personal leave, worker's compensation and any contribution by the City under this Plan, or the like, but including any compensation that the ~~Employee~~ Member has elected to have deferred under Section 457 and Section 125 of the Internal Revenue Code. Effective January 1, 1989, the amount of a Member's compensation for the purposes of the Plan during any Plan Year shall not exceed two hundred thousand dollars (\$200,000.00) subject to cost-of-living adjustments in accordance with Code Section 415(d).

In addition to other applicable limitations set forth in the ~~p~~Plan, and notwithstanding any other provision of the ~~p~~Plan to the contrary, for ~~p~~Plan Years beginning on or after January 1, 1996, the annual compensation of each "noneligible member" taken into account under the ~~p~~Plan shall not exceed the Omnibus Budget Reconciliation Act '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the commissioner for increases in the cost of living in accordance with Code Section 401(a) (17) (b). The cost of living adjustment in effect for a calendar year applies to any period, not

exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12. A "noneligible member" is any ~~m~~Member who first became a ~~m~~Member in the ~~p~~Plan during a ~~p~~Plan ~~y~~ Year beginning on or after January 1, 1996.

Effective January 1, 1989, through December 31, 1996, in determining the compensation of a ~~m~~Member for purposes of this limitation, the rules of Code Section 414(q)(6), shall apply, except in applying such rules, the term "family" shall include only the spouse of the member and any lineal descendants of the member who have not attained age 19 before the close of the year, effective January 1, 1989 through December 31, 1996, if, as a result of the application of such rules the adjusted annual compensation limitation is exceeded then the limitation shall be prorated among the affected individuals in proportion to each such individual's compensation as determined under this Subsection 2-10-2-2(i), of the Englewood Municipal Code prior to the application of this limitation. For purposes of calculating Compensation on or after January 1, 2002, the limitation under Code Section 401(a)(17) is increased to \$200,000.00, as adjusted.

- J. *Credited Service* means the period of Service rendered by an Employee as a Member for which credit is allowed.
- K. *Disability* means a physical or mental condition which entitles the Member to receive a disability income under the long-term disability insurance contract maintained by the City.
- L. *Effective Date of* ~~This Plan means~~ was originally effective January 1, 1970 and has been This-amended and restated Plan is effective as of January 1, 1991 from time to time.
- M. *Employee* means any person employed by the City ~~on as a permanent, full-time, non-exempt, non-confidential, non-supervisory (hourly) employee who is covered by the overtime provisions of the Fair Labor Standards Act basis as defined in the City Personnel Policy and Procedures.~~ For the purposes of this retirement ~~p~~Plan, police officers, paid firefighters, and elected officials and temporary employees shall not be considered to be Employees. If a person who was excluded from this definition of Employee is later determined to have been misclassified or is reclassified, the person shall continue to be treated as not an Employee for all Plan purposes for periods prior to the date the person's classification is revised.

~~Effective January 1, 1987, included as employees are leased employees within the meaning of Code Section 414(n)(2) except that if such leased employees constitute less than twenty (20) percent of the nonhighly-compensated workforce within the meaning of Code Section 414(n)(1)(C)(ii), then the term "Employee" will not include those leased employees covered by a plan described in Code Section 414(n)(5) unless otherwise provided by the terms of this Plan.~~

- N. *Exempt Employee* means an Employee having one of the following titles as defined by City Personnel Policies and Procedures: City Manager, Assistant Deputy City Manager, any Department Head Directors, Municipal Court Judge, City Attorney, and Assistant City Attorney. Effective January 1, 1988, "Exempt Employee" shall also include any managerial, supervisory or confidential employee as defined by City Personnel Policies and Procedures.

- O. *Final Average Monthly Compensation* means 1/36 of a Member's total Compensation during the thirty-six (36) consecutive full calendar months (determined without the inclusion of any Break in Service) within the last one hundred twenty (120) completed full calendar months of employment with the City which yield the highest average Compensation. In the event the Member was employed for fewer than thirty-six (36) consecutive full calendar months, such average monthly compensation shall be based on his Compensation for the thirty-six (36) successive full months during his last one hundred twenty (120) full calendar months of employment with the City that would yield the highest average, or his full period of such employment, if less than thirty-six (36) months. For purposes of calculating Final Average Monthly Compensation, a retroactive increase in a Member's Compensation shall be considered Compensation only for the calendar month for which the increase is paid (not for the month in which the payment occurs).
- P. *Insurance Company* means any insurance company or companies appointed by the City Council for long-term disability coverage, or as provided in Subsection 3-4-12-3 hereof.
- Q. *Leave of Absence* means any absence authorized by the Employer under such Employer's standard personnel practices, provided that all persons under similar circumstances must be treated alike in the granting of such Leave of Absence, and provided further that the Employee returns or retires within the period specified in the authorized Leave of Absence.
- R. *Member* means any person included in the membership of this Plan as provided in Section 3-4-3 hereof. ~~Effective January 1, 1987, excluded as members are leased employees within the meaning of Code Section 414(n)(2).~~
- S. *Normal Retirement Age* means age sixty-five (65).
- T. *Normal Retirement Date* means the first day of the calendar month coincident with or next following the sixty-fifth (65th) birthday of the Member.
- U. *Plan* means City of Englewood Nonemergency Employees Retirement Plan and Trust, as amended from time to time.
- V. *Plan Administrator* means the Retirement Board of the City.
- W. *Plan Year* means the calendar year starting January 1 and ending December 31.
- X. *Previous Plan* means the Plan City of Englewood Retirement Plan (including the City of Englewood Retirement Plan and any predecessor plan(s) thereto) in force and effect for the period prior to January 1, 1999 December 31, 2012, the Plan hereby being amended and restated. Any reference herein to the Previous Plan as of a certain date or for a certain period shall be deemed a reference to the Previous Plan as then in effect.
- Y. *Retired Member* means a former Member whose employment terminated by reason of retirement according to Section 3-4-6-1, 3-4-6-2 or 3-4-6-3 ~~or Disability~~ and who is receiving or is entitled to receive, or whose Beneficiary or estate is entitled to receive, benefits under this Plan.
- Z. *Retirement Benefit or Pension* means any Retirement Benefit provided for in Section 3-4-7 hereof.

- AA. *Retirement Fund or Fund* means the "City of Englewood Nonemergency Employees Retirement Fund," maintained by the Retirement Board or in accordance with the terms of the Trust Agreement, amended from time to time, which constitutes a part of this Plan.
- BB. *Service* means a person's period or periods of employment as an Employee used in determining eligibility or the amount of benefits as described in Section 3-4-4 hereof.
- CC. *Trustee* means any qualified and acting Trustee appointed by the City Council as Named Fiduciary for the investment and management of Plan assets, as provided in Section 3-4-12 hereof.
- DD. *Vested Member* means a former Member whose Credited Service has terminated by reason other than retirement or Disability, who has completed at least five (5) years of Credited Service and who is entitled to receive, or whose Beneficiary or estate is entitled to receive, benefits under this Plan. A Vested Member shall become a Retired Member upon the actual commencement of benefit payments.

3-4-2-3: Construction.

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender and words used in the singular shall include the plural unless the context clearly indicates to the contrary. Words such as "hereof," "herein," and "hereunder," shall refer to the entire pPlan, not to any particular provision or section. The pPlan and trust shall each form a part of the other by reference and terms shall be used therein interchangeably.

3-4-3: Membership.

3-4-3-1: Employees on January 1, 1970.

Every person who was an eEmployee of the City on January 1, 1970 could become a mMember in the pPlan on such date by properly filing with the Retirement Board, on or before such date, the form of membership agreement furnished for that purpose. Any such person who did not file the form of membership agreement on or before such date may thereafter file such membership agreement and become a Member on the first day of any subsequent month.

3-4-3-2: Employees Hired After January 1, 1970.

For each eEmployee hired after January 1, 1970, and prior to May 21, 2001, membership in the pPlan shall be a condition of employment and each eEmployee shall become a mMember on the date of employment. Such eEmployee shall be required to complete the form of membership agreement at the time of employment or appointment, except as follows:

- A. The City Council may, by ordinance, establish optional pension or deferred compensation plans for eExempt eEmployees. Upon establishment of any such optional plan(s), an eExempt eEmployee has the option to elect to come within the provisions of such plan; provided, however, that an eExempt eEmployee may not concurrently be a member of more than one (1) retirement plan to which the City is making contributions on his or her behalf during his or her employment by the City. In the event that any said eExempt eEmployee of the City, who is presently a mMember of the pPlan, elects to come within the provisions of any other retirement plan established by the City Council and funded all or in part by the City, he shall have the option to become a vVested mMember of the pPlan (regardless of

whether or not he has completed five (5) years of eCredited sService) or to withdraw from the pPlan the amount calculated under Section 3-10-2 hereof. For each eExempt eEmployee hired on or after January 1, 1988, membership in the money purchase plan shall be a condition of employment.

- B. An eEmployee who becomes an eExempt eEmployee by promotion or appointment or otherwise, shall have sixty (60) days from the effective date of their appointment in said exempt position during which to elect either to remain in this pPlan or to become a member of an optional plan, provided the optional plan must require the same Member Contribution as Section 3-4-5-1 requires for this Plan. The election to become a member of another plan shall be irrevocable except as provided in Section 3-4-18-2. In the event that a mMember elects to convert his or her membership to the City of Englewood Nonemergency Employees Money Purchase Plan (money purchase plan), a determinable amount shall be transferred in accordance with Section 3-4-18-3.
- C. City Council previously designated the International City Management Association Retirement Corporation Deferred Compensation Plan ("ICMA-RC Plan") which is established under Section 457 of the Code as an optional plan to which the City would make contributions on behalf of eExempt eEmployees who elect this option.
- D. City Council previously established a money purchase plan for managerial, supervisory or confidential employees effective January 1, 1988, as a plan to which the City and the employees shall make contributions on behalf of any eExempt eEmployee who participates in such plan. Effective May 21, 2001, such plan is renamed the City of Englewood Nonemergency Employees Money Purchase Plan.
- E. Effective July 30, 2001, a mMember of this pPlan who is:
 - 1. An active eEmployee, including an eEmployee currently receiving benefits under the City's long-term disability contract, or
 - 2. A vVested mMember, shall have the option to elect, in accordance with Section 3-4-18-1, whether or not to become a member of the City of Englewood Nonemergency Employees Money Purchase Plan ("money purchase plan").
- F. A non-exempt employee hired on or after May 21, 2001, shall immediately upon employment elect to participate in either this pPlan or the money purchase plan. Said election shall be irrevocable except as provided in Section 3-4-18-2.

3-4-3-3: Termination.

Membership of any mMember shall terminate if and when he shall cease to be an eEmployee for any reason, except as provided in Subsection 3-4-4-3 or Subsection 3-4-3-2B hereof.

3-4-4: Credited Service.

3-4-4-1: Credited Service.

Credited sService shall be used to determine a mMember's a Accrued bBenefit and eligibility for benefits under the pPlan. A mMember's eCredited sService is the elapsed time period from his

date of employment with the City, as an eEmployee, to his date of termination of such employment, except as provided below.

3-4-4-2: Limitation on Credited Service.

- A. No period of eCredited sService shall be deemed to be increased or extended by overtime.
- B. Credited sService shall not include any period of time during which the mMember is on an approved HLeave of aAbsence or interruption of service as provided in Subsection 3-4-4-3 hereof.
- C. Periods of employment with the City prior to the date the eEmployee became a mMember shall not be included as eCredited sService unless such an eEmployee (1) elected to become a mMember of the pPlan on January 1, 1970 pursuant to Subsection 3-4-3-1 hereof, or (2) is covered under the provisions of Subsection 3-4-4-3 hereof.
- D. Credited sService shall not include any period on the basis of which a retirement benefit is payable under any other defined benefit retirement or pension plan to which the City made contributions, other than benefits payable under the Federal Social Security Act or the Volunteer Firefighters' Pension Fund.
- E. Credited sService shall not include any period of time for which the City contributes on behalf of an ~~exempt~~ eEmployee to the ICMA-RC Plan, the City of Englewood Nonemergency Employees Money Purchase Plan or any other optional ~~deferred compensation~~ plan in lieu of this pPlan, as provided in Subsection 3-4-3-2 hereof.
- F. Credited sService shall not be extended beyond a mMember's date of termination for lump-sum payments in lieu of accrued vacation, sick leave or personal leave.
- G. Credited sService shall not include any period of time that a mMember continues working for the City after commencement of the mMember's participation in the deferred retirement option plan pursuant to Section 3-4-7-8.

3-4-4-3: Break In Service.

- A. ~~A mMember shall incur a break in service if his sService as an eEmployee terminates, and he does not return to service as an eEmployee within twelve (12) months of the date such service terminated.~~

The Retirement Board shall have the power to determine when a break in service shall have occurred, and such determination shall be made in a nondiscriminatory manner.

The following shall not be considered a break in service:

- A. 1. A temporary lay-off because of an illness or for purposes of economy, suspension, or dismissal, followed by death, or reinstatement, reemployment or reappointment within one (1) year.
- B. 2. A formal HLeave of aAbsence, duly approved by the City Manager for a specific period, followed by death or by reinstatement, reemployment or reappointment within thirty (30) days after termination of the HLeave of aAbsence.

- C. ~~Any employee or any member who is on a leave of absence on account of entering into the military service of the United States (including service in the United States Merchant Marine in time of war) shall, in the absence of reasonable justification for additional delay, return to the Service of the City within ninety (90) days after the time when a discharge from such military service was first available to such employee. In the event that a member or employee does not return to the Service of the City within the time specified above, such leave of absence shall be considered a break in service.~~

~~Notwithstanding any provision of the plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).~~

- D. ~~The period during any lleave of a absence or interruption of service shall not however, be included in ecredited service.~~

~~Effective as of August 5, 1993, a lleave of a absence pursuant to the Family and Medical Leave Act of 1993, shall not be considered a break in service; however, the employee will not receive any service credit during such an absence.~~

~~After January 1, 1987, if any former member (vested or nonvested) returns to service as an employee within five (5) years after his date of termination, or if a former vested member returns to service as an employee after such five (5) years but without receiving any single sum payment hereunder, then applicable prior credited service shall be restored. Otherwise such prior credited service shall be permanently lost subject to the further provisions of this Subsection 3-4-4-3. If any such rehired member, who had returned to service as an employee within five (5) years after the date of termination, had received a single sum payment in lieu of retirement benefits, an actuarial reduction shall be made in his retirement benefits under Subsection 3-4-16-1 hereof unless the repays the Fund within twenty four (24) amount, with interest at the rate determined under Subsection 3-4-2-2C2 hereof (interest rate assumption for single sum payments) from the date the member received the payment to the date of repayment.~~

- B. After December 31, 2012, if a former Member returns to service as a Member the following rules shall apply to determine whether the Plan shall include ("restore") or shall not include ("cancel") the Member's Credited Service earned before the absence or interruption of service ("prior Credited Service") for purposes of determining the Member's Credited Service after his return.

1. For purposes of the five years of Credited Service required to become a Vested Member, the Plan will restore the Member's prior Credited Service only if the Member repays to the Plan the payment the Member received (if any) of Accumulated Contributions. Such repayment must equal the full Accumulated Contribution amount received by the Member from the Plan, plus interest at the rate of 3.5% on that amount from the date of receipt to the date of repayment. Full repayment must be made within 12 months of the Member's return to service as a Member and must be made by payroll deduction or by rollover from an IRA, qualified retirement plan or eligible governmental 457(b) plan acceptable to the Board, excluding after-tax contributions. If repayment is made by payroll deduction, the Member must make a one-time irrevocable election upon return to service as a Member, and the election must authorize payroll deduction of the required amount over a specific period (not to extend beyond 12 months of the Member's return

to service as a Member). Although designated as Member contributions, the payroll deduction shall be picked up by the City as described in Code Section 414(h)(2). If less than the full repayment is made by payroll deduction due to termination of the Member's employment covered by this Plan within the 12 month repayment period, the amount repaid will be refunded.

2. For all other purposes, the Plan will restore Credited Service for a Member according to the following rules:

- a. If the Member returns to service as a Member within five years of the date the Member's employment with the City terminated, the Plan will restore the Member's prior Credited Service only if the Member repays to the Plan the payment the Member received (if any) of Accumulated Contributions. Repayment must be made according to the same rules as described in the preceding paragraph 1.
- b. If the Member returns to service as a Member after the fifth anniversary of the date the Member's employment with the City terminated (the "termination date"), the Plan will restore the Member's prior Credited Service only if the Member was a Vested Member on the termination date and the Member did not receive a payment of Accumulated Contributions from the Plan.

Members of the pPlan as of January 1, 1987, who were previously covered by the pPlan but, due to a prior termination of employment, received such a single-sum payment, and were then reemployed by the City regardless of the time that expired between their termination date and reemployment date, shall have until July 1, 1989, in order to elect to repay such single-sum amount and thereby avoid such actuarial reduction. The amount to be repaid shall be calculated as set forth and must be repaid by July 1, 1989.

Any former nonvested eEmployee who returns to service as an eEmployee more than five (5) years after his date of termination and who is a mMember of the pPlan as of January 1, 1987, shall have until September 30, 1987 to make written application to the Retirement Board to have his prior eCredited sService, if any, restored. The Retirement Board shall review such application and shall determine on a nondiscriminatory basis, whether such prior eCredited sService shall be restored, and shall inform the mMember of its determination by December 31, 1987.

Any Member of the Plan who was an Employee on January 1, 1970 and who did not elect to become a Member of the Plan on January 1, 1970 pursuant to Subsection 2-10-3-1 hereof will, as of January 1, 1987, receive credit for all service prior to the date he actually became a Member of the Plan. Such a Member may elect in writing, prior to July 1, 1988, to pay a single sum amount determined on the basis of the amount of aAccumulated eContributions that said Member would have accumulated in the Plan as of July 1, 1988 had he elected to become a Member of the Plan on January 1, 1970 and made the required contributions each year on the basis of compensation he received each year. If the Member elects not to pay the single sum amount, his rRetirement bBenefit determined under Subsection 3-4-7-1 hereof shall be reduced by the aActuarial eEquivalent of the single sum payment due as of July 1, 1988.

3-4-4-4: Effect of Other Plans.

Credited Service shall not include any period on the basis of which a Retirement Benefit is payable under any other defined benefit retirement or pension plan to which the City made contributions, other than benefits payable under the Federal Social Security Act or the Volunteer Firefighters' Pension Fund. Credited Service shall not include any period of time for which the City contributes on behalf of an Exempt Employee to the ICMA-RC Plan or any other optional deferred compensation plan in lieu of this Plan, as provided in Subsection 3-4-3-2 hereof.

3-4-4-5: Miscellaneous.

No Period of Credited Service shall be deemed to be increased by overtime. A year of Credited Service shall be given for each three hundred sixty five (365) day period, beginning with the first day of employment, which elapses while the eEmployee is entitled to Service credit under the above provisions of Subsection 3-4-4 hereof.

3-4-4-6: Credited Service for Military Service.

A Member who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law will receive Credited Service with respect to the Member's period of qualified military service (within the meaning of Section 414(u)(1) of the Code) in accordance with Section 414(u) of the Code and applicable regulations, and as described in subsections A and B below.

A. Credited Service Necessary to Become a Vested Member. A Member's qualified military service counts toward the five (5) years of Credited Service required to become a Vested Member.

B. Credited Service for All Purposes Other Than Vested Member Requirements. For purposes other than described in subsection (A) above, a Member's qualified military service counts toward Credited Service only to the extent the Member elects to make contributions to the Plan for all or part of the period of qualified military service, as described in Subsection 3-4-5-4.

3-4-5: Contributions.

3-4-5-1: Member Contributions.

Effective January 1, 1976, no Member will be required or permitted to contribute to the Plan. Effective January 1, 1976 through December 30, 2012, no Member is required or permitted to contribute to the Plan.

Effective December 31, 2012 each Member shall contribute to the Plan by means of payroll deduction three percent (3%) of the Member's Compensation for periods during which the Member earns Credited Service. Although designated as Member contributions, such contributions shall be picked up and paid by the City as provided in Section 414(h)(2) of the Internal Revenue Code and shall be excluded from the Member's gross income for federal income tax purposes. The Member's contribution picked up by the City shall be added to the Member's Accumulated Contributions in the same manner as if paid directly to the Plan by the Member. No Member shall be required or permitted to make contributions to this Plan for a period during which the Member is not receiving Credited Service or is not receiving Compensation (e.g. during Disability).

3-4-5-2: City Contributions.

The City will, from time to time and at least annually, make contributions to the Trust Fund to the extent necessary to finance the benefits provided by the Plan on a sound actuarial basis. The City expects to continue such contributions to the Plan, but assumes no responsibility to do so and reserves the right to suspend or to reduce contributions at any time.

3-4-5-3: Application of Forfeitures.

Any amount forfeited because of the termination of employment of a Member prior to his having acquired a fully vested right to Retirement Benefits, because of the death of any Member, or for any other reason, shall not be applied to increase the benefits which would otherwise be payable to any other Member. The amounts so forfeited shall be applied as soon as possible to reduce the contributions required to be made by the City.

3-4-5-4: Contributions for Periods of Qualified Military Service.

This section applies to a Member who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law. The Member may elect to contribute to the Plan all or a part of the contributions the Member would have made to the Plan according to Section 3-4-5-1 if the Member had remained continuously employed by the City throughout the period of the Member's qualified military service. The amount of contributions the Member may make according to this Section shall be determined on the basis of the Member's Compensation in effect immediately before the qualified military service and the terms of the Plan during the Member's period of qualified military service.

A Member may make such contributions during a period beginning on the Member's reemployment with the City and lasting for the shorter of five (5) years or three (3) times the Member's period of qualified military service. To the extent the Member makes contributions permitted by this Section, the Member will receive Credited Service as described in Subsection 3-4-4-6(B) for the period of qualified military service to which the contributions relate.

3-4-6: Retirement Dates.

3-4-6-1: Normal Retirement.

All ~~permanent, full-time~~ Employees of the City shall become one hundred percent (100%) vested upon attainment of their Normal Retirement Age and may retire at any time thereafter.

The effective date of retirement under the provisions above shall be the first day of the first month following the month in which such Employee either:

- A. Actually retires from employment with the City, or
- B. Has attained Normal Retirement Age and
 1. Is a part-time Vested Member employee of the City, or
 2. Has ceased to earn Credited Service due to the application of Section 3-4-4-4.

3-4-6-2: Early Retirement.

- A. *Regular Early Retirement:* A Member or Vested Member who has attained the age of fifty-five (55) years and has completed at least five (5) years of Credited Service may elect to retire under Regular Early Retirement and have benefit payments commence as of the first day of any calendar month, which shall not be less than thirty (30) nor more than ninety (90) days after the filing of written notification with the Retirement Board.
- B. *Special Early Retirement:* A Member shall be eligible for Special Early Retirement as of the first day of any calendar month if his employment terminates after he has attained the age of fifty-five (55) and the sum of his age plus his Credited Service at termination equals eighty-eight (88) or more.

Such a Member may elect Special Early Retirement upon the filing of written notification with the Retirement Board not less than thirty (30) nor more than ninety (90) days prior to the date benefit payments are to commence.

3-4-6-3: Delayed Retirement.

Every Member upon reaching his sixty-fifth (65th) birthday shall be fully vested in the benefits earned prior to such date and shall be eligible to retire under the Plan. However, any Member eligible for normal retirement may elect to delay his retirement date as permitted by the City Personnel Policies and Procedures. His delayed retirement date shall be the first day of the month, coincident with or next following the date of his actual retirement. As a condition precedent to continuance in employment beyond the Normal Retirement Date, the Member shall file with the Retirement Board the written designation of a Beneficiary, whether or not the Member elects an optional benefit in accordance with Section 3-4-8 hereof.

3-4-6-4: Disability Retirement.

Any Member who is disabled pursuant to Subsection 3-4-2-2(K) hereof shall qualify for Disability retirement as provided herein. Payment of a Disability Retirement Benefit shall commence on the first day of the month next following his Normal Retirement Date. ~~The last payment shall be made as of the first day of the month in which the death of the Retired Member occurs or his Disability ceases, whichever first occurs. If Disability ceases on or after the Member's Normal Retirement Date and he does not return to full-time employment with the City, his Disability Retirement Benefit shall be continued in the same manner as if his Disability had continued.~~ Payment of the Disability Retirement Benefit shall be in the normal form described in Section 3-4-7-5 unless the Member elects an optional form pursuant to Section 3-4-8.

If the Retired Member's Disability ceases prior to his Normal Retirement Date and he is not reemployed by the City, and if he had met the requirements for an early or deferred vested Retirement Benefit on the date of his retirement from Disability, he shall be entitled to receive, commencing on the first day of the month next following his Normal Retirement Date, a Retirement Benefit equal to the early or deferred vested Retirement Benefit to which he would have been entitled, as of the date of his disablement. Such Retirement Benefit to be calculated shall consider the Credited Service he could have received during the period of his Disability: If the Member requests the commencement of his early or deferred vested Retirement Benefit as of the first day of the month next following his fifty fifth (55th) birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Retirement Benefit shall commence as of the beginning of the month so requested, but the amount thereof shall be

reduced in accordance with Subsection 3-4-7-2 hereof based on the number of years by which the starting date of the Retirement Benefit payments precede the Member's Normal Retirement Date.

If Disability ceases before a Retired Member attains his Normal Retirement Date and the Member is reemployed by the City, the Retirement Benefit payable upon his subsequent retirement shall be determined in accordance with the provisions of Subsection 3-4-7-1 hereof including Credited Service for the period that he was disabled.

Notwithstanding any other provision of this Section, no Member shall qualify for a Disability Retirement Benefit if the Board determines that his Disability results from an addiction to narcotics or hallucinogenic drugs, an injury suffered while engaged in a felonious or criminal act or enterprise, or service in the Armed Forces of the United States which entitles the Member to a veteran's disability pension.

Disability under the Plan shall be considered total and permanent if it is determined by the Board that the Member is eligible and receiving disability benefits from the long-term disability insurance contract maintained by the City.

Disability shall be considered to have ended if, prior to his Normal Retirement Date, the Member is no longer eligible for benefits from the long-term disability insurance contract maintained by the City.

3-4-6-5: Required Distribution of Retirement Benefits.

Notwithstanding any other provision of this Plan, distribution of benefits under this Plan shall commence not later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member retires. Distributions shall be made in accordance with the requirements of regulations under Code Section 401(a)(9) as applicable to governmental plans, including the minimum incidental death benefit requirements.

3-4-7: Retirement Benefits.

3-4-7-1: Normal or Delayed Retirement.

Upon retirement at or after his Normal Retirement Date, each Retired Member shall receive a monthly Retirement Benefit equal to one and one half percent (1½%) of the Member's Final Average Monthly Compensation multiplied by the total number of years (including fractional years) of the Member's Credited Service.

3-4-7-2: Early Retirement.

A. *Regular Early Retirement.* A Member or Vested Member, eligible for Regular Early Retirement and retiring prior to his Normal Retirement Date, shall be entitled to a reduced Retirement Benefit which shall be his Accrued Benefit on his Regular Early Retirement date, reduced by one fourth of one percent (.25%) for each month by which the payment commences prior to the first of the month following his Normal Retirement Date.

B. *Special Early Retirement.* A Member who meets the requirements for Special Early Retirement shall receive a monthly amount computed as for a Normal Retirement Benefit

considering his Credited Service to the date of his actual Retirement, payable without reduction for early commencement.

3-4-7-3: Disability Retirement.

A Member who meets the requirements for a Disability Retirement Benefit as a result of receiving payments from the City's long-term disability insurance contract shall receive a monthly amount commencing on the first day of the month next following his Normal Retirement Date and computed as for a normal retirement under Subsection 3-4-7-1 hereof, considering his Final Average Monthly Compensation at the date of his retirement from Disability and Credited Service for the period he received long-term disability benefits from the City's long-term disability insurance contract.

3-4-7-4: Delayed Retirement.

A Member retiring subsequent to his Normal Retirement Date shall receive the monthly Retirement Benefit computed under Subsection 3-4-7-1 hereof, considering his/her Final Average Monthly Compensation at the date of his/her actual retirement and the Credited Service he/she accumulated to the date of his/her actual retirement.

3-4-7-5: Normal Form of Payment.

Unless optional benefits have been elected or are prescribed pursuant to Section 3-4-8 hereof, the basic monthly Retirement Benefit, computed as set forth above, shall be a ten (10) year certain and life benefit. Such benefit shall be in equal monthly payments commencing on the first day of the month next following the retirement date, and continuing at monthly intervals for a period of one hundred nineteen (119) additional months and for the Retired Member's lifetime thereafter. The last benefit payment shall be made on the first day of the month of the Retired Member's death, unless payments have been made for fewer than one hundred twenty (120) months, in which event payments shall be continued to the named Beneficiary, ceasing when an aggregate of one hundred twenty (120) monthly payments have been made to the Retired Member and his/her Beneficiary. If the Retired Member is married at the time benefits are to commence, the spousal consent requirements of Subsection 3-4-8-2 hereof must be met before payments under this Section commence.

In the event that no Beneficiary is living at the death of such Retired Member, the Actuarial Equivalent value of the monthly installments for the balance of the term certain will be computed and paid in one sum to the estate of the Retired Member. If at the death of the last surviving Beneficiary following the death of the Retired Member, monthly installments have not yet been paid for the term certain, the Actuarial Equivalent value of the installments for the balance of the term certain will be computed and paid in one sum to the estate of the last surviving Beneficiary.

As provided by Subsection 3-4-16-2 hereof, Retirement Benefits may be suspended for a Retired Member during a period of employment subsequent to his/her actual retirement date during which he/she is rehired and receiving compensation as an employee of the City. Monthly payments shall commence and be determined pursuant to such Subsection 3-4-16-2 hereof.

3-4-7-6: Accrued Credits and Vested Benefits Under the Previous Plan Preserved.

The restatement of the pPrevious pPlan by this pPlan shall not operate to exclude, diminish, limit or restrict the payment or continuation of payment of benefits accrued as of December 31, 1998 30, 2012. The amount of such pPrevious pPlan benefits, if any, in the course of payment by the tTrustee under said pPrevious pPlan, to any person on December 31, 1998 30, 2012, shall be continued by the tTrustee under the trust agreement forming a part of this pPlan, in the same manner, undiminished, preserved, and fully vested under this pPlan.

The eligibility for, and amount of, any benefit of any kind, payable commencing after December 31, 1986 30, 2012 under this pPlan to or for any person who was a mMember of the pPrevious pPlan and who became a mMember of this restated pPlan as of January 1, 1987 December 31, 2012, shall be determined under the provisions of this pPlan.

3-4-7-7: Increased Benefits for Retired Members and Beneficiaries.

Effective July 1, 1993, all mMembers and bBeneficiaries whose payments commenced before January 1, 1993, shall receive a five percent (5%) increase in their pension payments subject to future adjustment as determined by the Board.

Effective January 1, 1996, all mMembers and bBeneficiaries whose payments commenced before July 1, 1995, shall receive a three percent (3%) increase in their pension payments subject to future adjustment as determined by the Board.

Effective January 1, 2000, all mMembers and bBeneficiaries whose payments commenced before January 1, 1999, shall receive a three percent (3%) increase in their pension payments subject to future adjustment as determined by the Board.

Effective January 1, 2001, all mMembers and bBeneficiaries whose payments commenced before January 1, 2000, shall receive a three percent (3%) increase in their pension payments subject to future adjustment as determined by the Board.

3-4-7-8: Deferred Retirement Option Plan (DROP).

- A. *Effective Date.* Notwithstanding Subsection 3-4-2-2(L), hereof, the provisions contained in this Subsection 3-4-7-8, hereof shall be effective on October 1, 1999.
- B. *Title.* The program provided in this Subsection 3-4-7-8, hereof, may be referred to as the "DROP."
- C. *Applicability.* The provisions of this Section are applicable with respect to those otherwise eligible mMembers of the Plan whose election to participate in the DROP occurs on or after the effective date contained in this Subsection 3-4-7-8(A), hereof. An "eligible mMember" is any mMember who has attained the nNormal rRetirement dDate in accordance with Subsection 3-4-2-2(T), hereof or the sSpecial eEarly rRetirement dDate in accordance with Subsection 3-4-6-2B. A "participating DROP mMember" is any eligible mMember who has elected to participate in the DROP as provided by this Subsection 3-4-7-8, hereof.
- D. *Purpose.* The purpose of the DROP is to allow an eligible mMember to elect, in lieu of immediate termination of employment and receipt of rRetirement bBenefit or pPension, to continue employment for a specified period of time and to have the eligible mMember's rRetirement bBenefit or pPension paid into the DROP account until the end of such specified period of the participating DROP mMember's participation, at which time employment is to

cease. An eligible ~~m~~Member must choose the ~~r~~Retirement ~~b~~Benefit provided in Subsection 3-4-7-1, hereof, or one of the retirement options provided in Section 3-4-8, hereof, at the same time the eligible ~~m~~Member elects to participate in the DROP.

- E. *Participation.* An eligible ~~m~~Member may participate in the DROP only once.

An eligible ~~m~~Member who has reached ~~n~~Normal ~~r~~Retirement ~~a~~Age must elect to participate in the DROP within ninety (90) days after the later of attainment of ~~n~~Normal ~~r~~Retirement ~~a~~Age or the effective date of the DROP.

An eligible ~~m~~Member may elect to participate in the DROP upon filing of written notification with the Retirement Board not less than sixty (60) nor more than ninety (90) days prior to the date of intended participation.

- F. *Term.* The duration of a participating DROP ~~m~~Member's participation in the DROP shall not exceed a total of three (3) years. As a condition precedent to participation in the DROP, the participating DROP ~~m~~Member shall execute an irrevocable agreement with the ~~e~~City in the form prescribed by the Retirement Board, which shall, among other items, clearly and unequivocally state that the participating DROP ~~m~~Member must retire no later than the date prescribed in the agreement which may not exceed the third anniversary of the participating DROP ~~m~~Member's participation in the DROP, and the participating DROP ~~m~~Member shall also acknowledge that no disbursement of any DROP funds can occur absent the retirement or death of the participating DROP ~~m~~Member.

- G. *Interruption of Participation.* If the participating DROP ~~m~~Member's participation in the DROP is interrupted by military service, there shall be no interruption of membership in the DROP. Such a participating DROP ~~m~~Member's ~~p~~Pension shall continue to be paid into the participating DROP ~~m~~Member's DROP account while in the military service for the balance of the three-year maximum term elected by the DROP ~~m~~Member under Subsection F.

- H. *Effect on Participation in the Plan.* Upon commencement of the eligible ~~m~~Member's participation in the DROP, a ~~m~~Member's ~~e~~Credited ~~s~~Service, ~~f~~Final ~~a~~Average ~~m~~Monthly ~~e~~Compensation and ~~a~~Accrued ~~b~~Benefit shall be frozen. A participating DROP ~~m~~Member shall not share in any subsequent formula improvements. However, a participating DROP ~~m~~Member shall share in any ad hoc increase granted to ~~r~~Retired ~~m~~Members.

- I. *Contribution.* Upon commencement of the eligible ~~m~~Member's participation in the DROP, the ~~r~~Retirement ~~b~~Benefit or ~~p~~Pension provided in Section 3-4-7 and Section 3-4-8 hereof, shall be paid into the participating DROP ~~m~~Member's DROP account. Effective on and after December 31, 2012, the Member contribution required by Section 3-4-5-1 shall be paid into the participating DROP Member's DROP account. In no case shall the ~~e~~City contribution, provided for in Subsection 3-4-5-2 hereof, be used to fund the DROP. The limitations on contributions under Code section 415(c) shall apply to Member contributions made to the DROP account Accordingly, but other amounts transferred or paid to a participating ~~m~~Member's DROP account shall not constitute annual additions under Code Section 415.

- J. *Administration of DROP Assets.* Participating DROP ~~m~~Members may direct their DROP money to any of the investment options approved by the ~~b~~Board for the DROP. There shall be no guaranteed rate of investment return on DROP deposits. Any losses, charges or expenses incurred by the participating DROP ~~m~~Member in such ~~m~~Member's DROP account by virtue of the investment options selected by the participating DROP ~~m~~Member, shall not

be made up by the City or the Plan, but all of same shall be borne by the participating DROP ~~m~~Member. Transfers between investment options shall be in accordance with the rules and regulations of the DROP. A DROP account shall be established for each participating DROP ~~m~~Member. Such DROP account shall be adjusted, no less frequently than annually for contributions, distributions and net investment earnings and losses.

- K. *Regulations.* The Retirement Board is authorized to adopt rules and regulations governing the DROP.
- L. *Fees.* If the DROP account shall be subject to any fees or charges of any kind, such fees or charges shall be charged to the participating DROP ~~m~~Member's account.
- M. *Form of Payment.* For purposes of this Subsection 3-4-7-8 hereof, a "retiree" is a participating DROP ~~m~~Member who terminates employment or reaches the three-year limit for participation in the DROP. A retiree must choose one of the following forms of payment from the individual's DROP account:
1. *Deferred Payment.* Distribution from a DROP account may be deferred until a date designated by the retiree. When designating the date upon which distributions shall commence, the retiree must also designate the form of payment from one of the available options. Regardless of the date chosen by the retiree, all distributions must commence no later than the year in which the retiree attains the age of 70½;
 2. *Lump Sum.* A one-time distribution of the retiree's entire account balance, including a direct rollover under Subsection 3-4-17-3;
 3. *Periodic Payments Designating an Amount.* Distribution of the retiree's account balance by monthly payments in an amount designated by the retiree, until the entire balance of the account is distributed;
 4. *Periodic Payments for a Designated Period of Time.* Monthly payments to the retiree for a period designated by the retiree. The payment will be calculated such that upon the occurrence of the last monthly payment, the entire balance of the account will be distributed;
 5. *Initial Minimum Required Distribution.* Account balance is distributed as periodic payments that are calculated based on the retiree's life expectancy (and the life expectancy of the retiree's designated beneficiary, if applicable); or
 6. *Combination of Lump Sum and Periodic Payments.* An initial lump sum payment of an amount designated by the retiree, followed by a designation of a number of subsequent monthly payments or an amount payable on a monthly basis.

Distributions shall be made in accordance with the requirements of regulations under Code Section 401(a)(9), including minimum incidental death benefit requirements of those regulations.

~~If the retiree makes no selection as to form of payment within thirty (30) days of termination of employment or expiration of the three-year limit for participation in the DROP, a lump sum payment shall be made.~~

- N. *Participating DROP Member's Death; Spousal Beneficiary.* If the participating DROP mMember dies during the period of the participating DROP mMember's participation in the DROP and the participating DROP mMember's designated bBeneficiary is the participating DROP mMember's surviving spouse to whom the participating DROP mMember was legally married at the time of the participating DROP mMember's death, the participating DROP mMember's designated bBeneficiary shall receive, at the bBeneficiary's option, a lump sum payment from the deceased participating DROP mMember's individual DROP account balance or equal monthly installment payments from the deceased participating DROP mMember's individual DROP account over a period not to exceed the spouse's life or life expectancy. ~~If no selection is made by the designated beneficiary within sixty (60) days of death of the participating DROP member, a lump sum payment shall be made.~~
- O. *Participating DROP Member's Death; Non-Spousal Beneficiary.* A married participating DROP mMember may designate someone other than his spouse to be a primary bBeneficiary, provided spousal consent as prescribed in Subsection 3-4-8-7, hereof, is obtained. If the participating DROP mMember dies during the period of the participating DROP mMember's participation in the DROP, and the participating DROP mMember's designated bBeneficiary is someone other than the participating DROP mMember's surviving spouse to whom the participating DROP mMember was legally married at the time of the participating DROP mMember's death, the designated bBeneficiary shall receive a lump sum payment equal to the deceased participating DROP mMember's individual DROP account balance.
- P. *Participating DROP Member's Death; No Designated Beneficiary.* If the participating DROP mMember dies during the period of the participating DROP mMember's participation in the DROP, and the designated bBeneficiary has not survived the participating DROP mMember, the participating DROP mMember's estate shall receive a lump sum payment equal to the deceased participating DROP mMember's individual DROP account balance.
- Q. *No Impact of DROP Participation on Other Death and Disability Benefits.* DROP participation shall not affect any other death or disability benefit provided to a mMember under federal law, state law, eCity ordinance, or any rights or benefits under any applicable collective bargaining agreement.
- R. *Retroactivity (Back-DROP).* For purposes of this Subsection 3-4-7-8(R), "retroactive participation date" means January 1, 1999, or such later date as would have been on or after an eligible mMember's retirement date, but prior to the effective date of the DROP, and which was selected by the eligible mMember to commence participation in the DROP.

Notwithstanding Subsection 3-4-7-8(A), hereof an eligible mMember who would have qualified for the DROP on his retroactive participation date, had the DROP been in effect on that date, may elect to have his individual DROP account credited with a one-time lump sum payment. Such one-time lump sum payment shall equal the sum of the number of pPension payments which would have been payable prior to the effective date of the DROP, had they commenced on the mMember's retroactive participation date, credited with interest using the actuarial interest rate assumption provided in Subsection 3-4-2-2(C), hereof.

Such lump sum payment shall be made as soon as administratively feasible after the effective date of the DROP. If a participating DROP mMember elects to have the one-time lump sum payment deposited into his DROP account, the three-year period specified in Subsection 3-4-

7-8F, hereof, will begin to run, not on the date of such election, but on the participating DROP ~~m~~Member's retroactive participation date.

- S. *Fiduciary Liability.* The DROP is intended to follow Section 404 (c), of the Employee Retirement Income Security Act of 1974 and the applicable Department of Labor Regulations. Fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by a participant.

3-4-8: Optional Forms of Benefits.

3-4-8-1: General.

Subject to such uniform rules and regulations as the ~~r~~Retirement ~~b~~Board may prescribe and the restrictions contained in this Section 3-4-8 hereof, a ~~m~~Member or ~~v~~Vested ~~m~~Member may, in lieu of the basic ~~r~~Retirement ~~b~~Benefits provided in Section 3-4-7 hereof, elect one of the following forms of ~~r~~Retirement ~~b~~Benefits which shall be the ~~a~~Actuarial ~~e~~Equivalent of the benefit to which he would otherwise be entitled. In case of a married Member whose spouse does not consent as described in Section 3-4-8-2 hereof, payment shall be made according to Section 3-4-8-2. The ~~m~~Member or ~~v~~Vested ~~m~~Member must take any election of an optional benefit in writing, and such election must be filed with the ~~r~~Retirement ~~b~~Board at least thirty (30) days prior to the due date of the first payment of ~~r~~Retirement ~~b~~Benefits under the ~~p~~Plan. The election of an option may be changed at any time prior to thirty (30) days preceding the due date of the first payment of ~~r~~Retirement ~~b~~Benefits under the ~~p~~Plan. However, an optional form of payment may not be elected unless the value of the payments expected to be paid to the ~~m~~Member exceeds fifty percent (50%) of the value of the total benefits to be paid under such optional form.

3-4-8-2: Qualified Joint and Survivor Benefit Option.

The Qualified Joint and Survivor Benefit option provides an adjusted monthly Retirement Benefit payment during the Retired Member's life; and the spouse (to whom the Member was married when his Retirement Benefit commenced), if surviving at the Member's death, shall receive thereafter for life a monthly Retirement Benefit of fifty percent (50%) of the adjusted monthly amount paid to the Member.

Within a reasonable time before the Member's Retirement Benefit commencement date hereunder, the Retirement Board shall provide to the Member a written explanation of the terms and conditions of the Qualified Joint and Fifty Percent (50%) Survivor Benefit set forth herein and the effect of refusing it. If on or after January 1, 1987, the Employee wishes to elect a form of payment other than the Qualified Joint and Survivor Benefit (described in this Section), such election will not become effective unless his spouse (if he has a spouse who can be located) consents in writing to such election, acknowledges the effect of such election and has such consent and acknowledgment witnessed by a Plan representative or a notary public. A properly completed benefit election form (furnished by the Retirement Board) must be returned to the Retirement Board within ninety (90) days prior to the Member's benefit commencement date. If the Member files another election form after the earlier form and prior to his benefit commencement date, the earlier form shall be annulled.

3-4-8-3: One Hundred Percent Joint and Survivor Benefit Option.

The one hundred percent (100%) Joint and Survivor Benefit option provides adjusted monthly Retirement Benefit payments during the Retired Member's life, and upon his death after

retirement, continue payments in the same amount to a designated Beneficiary during the life of such Beneficiary.

3-4-8-4: Fifty Percent Joint and Survivor Benefit Option.

The fifty percent (50%) Joint and Survivor Benefit option provides reduced monthly Retirement Benefit payments during the Retired Member's life, and, upon his death after retirement, continues payment in an amount equal to one-half (½) of the amount of such reduced payments to a designated Beneficiary during the life of such Beneficiary. Payment shall be continued to the designated Beneficiary for life.

3-4-8-5: Five-Year Certain and Life Benefit Option.

The five (5) Year Certain and Life Benefit option provides adjusted monthly Retirement Benefit payments during the Retired Member's life, and upon his death after retirement within the sixty (60) month period, payments shall be continued to the designated Beneficiary for the balance of the sixty (60) month period.

3-4-8-6: Lifetime Benefit Option.

The Lifetime Benefit option provides increased monthly Retirement Benefit payments during the Retired Member's life with no continuations of payment after his death.

3-4-8-7: Beneficiary.

The Member or Vested Member must designate his Beneficiary in writing. If on or after January 1, 1987, a married Member or Vested Member wishes to designate someone other than his spouse to be a primary Beneficiary (or wishes to continue, after January 1, 1987, such a designation made prior to January 1, 1987), such designation will not become (or continue to be) effective unless his spouse (if his spouse can be located) consents in writing to such designation (or form of benefits) which may not be changed without spousal consent (or the consent of the spouse expressly permits designations by the Member or Vested Member without any requirement of further consent by the spouse), acknowledges the effect of such designation and has such consent and acknowledgment witnessed by a Plan representative or a notary public. Such designation shall be made in writing upon a form provided by the Retirement Board and shall be filed with the Retirement Board. The last such designation filed with the Retirement Board shall control. The Member or Vested Member may designate a different Beneficiary for DROP benefits. Retirement Benefits and for death benefits described in Sections 3-4-6-5 and 3-4-9.

3-4-8-8: Minimum Monthly Payments.

If the monthly benefit to which any Member, ~~Vested Member~~ or Beneficiary shall become entitled under the Plan shall be less than one hundred dollars (\$100.00), the Retirement Board shall have the right to direct that the Actuarial Equivalent of such benefit shall be paid in a lump sum, or in installments at such intervals as will result in each payment amounting to at least one hundred dollars (\$100.00).

3-4-9: Death Benefits.

3-4-9-1: Death of an Active Member with Five (5) or More Years of Credited Service.

If an active Member dies after completing five (5) or more years of Credited sService, the surviving spouse shall receive fifty percent (50%) of the Member's ~~a~~Accrued bBenefit for one hundred twenty (120) months certain and life thereafter. However, if the spouse is more than five (5) years younger than the Member, the monthly benefits will be reduced by one and one-half percent (1.5%) for each year that their difference in age exceeds five (5) years. If the Member is not survived by a spouse or if the spouse consents to a designated Beneficiary other than the spouse according to Section 3-4-8-7, the designated ~~b~~Beneficiary shall receive fifty percent (50%) of the Member's monthly accrued benefit for one hundred twenty (120) months certain. If the Member is not survived by a spouse or designated Beneficiary, the one hundred twenty (120) monthly payments shall be computed and paid in a single sum to the Member's estate. The payment to the surviving spouse or designated Beneficiary will commence on the first day of the month following the date of the Member's death, or if later, the date the Member would have attained age fifty-five (55). If a Member's death occurs prior to his fifty-fifth (55th) birthday, the Retirement Board may elect, with the consent of the Member's spouse, designated Beneficiary or estate to pay the spouse, Beneficiary or estate a single sum payment at the time of the Member's death, equal to the Actuarial Equivalent of the payment due when the Member would have attained age fifty-five (55).

3-4-9-2: Death of a Vested ~~or Disabled Member~~ or Member with a Disability Prior to Commencement of Payments.

In the event a Vested Member or a ~~disabled Member~~ with a Disability dies prior to the commencement of payments from the Plan, the surviving spouse shall receive fifty percent (50%) of the Member's Accrued Benefit for one hundred twenty (120) months certain and life thereafter. However, if the spouse is more than five (5) years younger than the Member, the monthly benefit will be reduced by one and one-half percent (1.5%) for each year that their difference in age exceeds five (5) years. If the Member is not survived by a spouse or if the spouse consents to a designated Beneficiary other than the spouse according to Section 3-4-8-7, the designated Beneficiary shall receive fifty percent (50%) of the Member's monthly Accrued Benefit for one hundred twenty (120) months certain. If the Member is not survived by a spouse or designated Beneficiary, the one hundred twenty (120) monthly payments shall be computed and paid in a single sum to the Member's estate. The payment to the surviving spouse or designated Beneficiary will commence on the first day of the month following the date of the Member's death, or if later, the date the Member would have attained fifty-five (55). If a Member's death occurs prior to his fifty-fifth (55th) birthday, the Retirement Board may elect, with the consent of the Member's spouse, designated Beneficiary or estate to pay the spouse, Beneficiary or estate a single sum payment at the time of the Member's death, equal to the Actuarial Equivalent of the payment due when the Member would have attained age fifty-five (55).

3-4-9-3: Death of an Active Member Between Normal and Delayed Retirement Dates.

In the event a Member continues in City employment after his ~~a~~Normal ~~r~~Retirement ~~d~~Date and dies before actually retiring, then he shall be deemed to have retired on the first day of the calendar month in which he dies. If an optional form of payment has been elected, the death benefit, if any, shall be determined by the option elected. If and no optional form of payment has been elected, the Member's monthly Accrued Benefit shall be paid to his surviving spouse for one hundred twenty (120) months certain. If the Member is not survived by a spouse or if the spouse consents to a designated Beneficiary other than the spouse according to Section 3-4-8-7, the designated Beneficiary shall receive one hundred percent (100%) of the Member's monthly

Accrued Benefit for one hundred twenty (120) months certain. If the Member is not survived by a spouse or designated Beneficiary, the one hundred twenty (120) monthly payments shall be computed and paid in a single sum to the Member's estate. Death benefit payments shall commence on the first day of the month following the Member's death.

3-4-9-4: Death of a Retired Member or Beneficiary.

In the event a Retired Member or Beneficiary dies while receiving Retirement Benefit payments, the death benefit, if any, will be determined by the form of Retirement Benefit being paid. In the event that no designated Beneficiary is living at the death of such Retired Member and term certain payments are due, the Actuarial Equivalent value of the monthly installments for the balance of the term certain will be computed and paid in one sum to the estate of the Retired Member. If at the death of the last surviving Beneficiary following the death of the Retired Member, monthly installments have not yet been paid for the full period of the term certain, the Actuarial Equivalent value of the installments for the balance of the term certain will be computed and paid in one sum to the estate of the last surviving Beneficiary.

3-4-9-5: Minimum Plan Benefits.

The total amount of Plan benefits paid to the Member, the Member's surviving spouse, the Member's alternate payee and the Member's Beneficiaries shall at a minimum equal the Member's Accumulated Contributions. If not previously paid, this minimum shall be paid to the Member's Beneficiary in a lump sum as soon as administratively feasible following the death of the last recipient of any other Plan benefit payments. If no designated Beneficiary survives the death of the Member, any Plan payments owed to the Member's Beneficiary under this Section 3-4-9-5 shall be made to the Member's surviving spouse or, if none, to the Member's estate.

3-4-9-6: Survivor Benefits for Deaths During Military Service.

Effective January 1, 2007, if a Member dies while performing qualified military service (within the meaning of Section 414(u)(1) of the Code), the Member shall be treated as having terminated employment with the City due to his death for purposes of any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan.

3-4-9-57: Supplemental Death Benefit for Members Hired Prior to January 1, 1976.

In addition to the death benefit provided in Subsections 1, 2 and 3, of this Section 9, a lump sum supplemental benefit shall be payable to the spouse or, if the spouse consents according to Section 3-4-8-7, to the designated Beneficiary of any active Member, Vested Member or disabled Member who dies prior to the commencement of ~~r~~Retirement ~~b~~Benefit payments from the Plan. The supplemental death benefit shall be equal to the amount of ~~a~~Accumulated ~~e~~Contributions as of his date of death plus two percent (2%) of the ~~e~~Compensation received by him subsequent to December 31, 1975 and prior to January 1, 1983. If such Member is not survived by a designated Beneficiary, the lump sum payment shall be made to his estate.

3-4-9-68: Uniform Simultaneous Death Act.

The provisions of any State law providing for the distribution of estates under the Uniform Simultaneous Death Act, when applicable, shall govern the distribution of death benefits payable under this Plan.

3-4-10: Severance Benefits.

3-4-10-1: Coverage.

Benefits shall be paid to a Member under this Section 3-64-10 hereof if his employment terminates for reasons other than retirement, Disability or death.

3-4-10-2: Less than Five Years of Credited Service.

If a Member's employment with the City ends before the Member's Normal Retirement Date and before the Member completes the five (5) years of Credited Service needed to become a Vested Member, the Plan shall pay the Member's Accumulated Contributions to the Member or, in the event of the Member's death, to the Member's Beneficiary, plus two percent (2%) of the Compensation received by the Member subsequent to December 31, 1975 and prior to January 1, 1983. Such payment shall be in lieu of any other Plan benefits and shall be in a lump sum payment. Payment shall be made as soon as administratively feasible following the Member's termination of employment and satisfaction of the notice requirements of Section 402(f) of the Internal Revenue Code, provided that if the Member's Accumulated Contributions exceed \$1000, the Member must consent to payment made before the Member's Normal Retirement Age or death. The Member's Accumulated Contributions paid according to this Section 3-4-10-2 shall include interest only to the date the Member's employment with the City ends and shall not include interest after that date.

~~Should a member's employment with the City terminate for reasons other than retirement, Disability or death prior to his Normal Retirement Date and prior to his completion of five (5) years of Credited Service, the only benefit to which he shall be entitled under this Plan shall be:~~

- ~~A. The amount of his Accumulated Contributions, if any, plus~~
- ~~B. Two percent (2%) of the Compensation received by the Member subsequent to December 31, 1975 and prior to January 1, 1983.~~

3-4-10-3: Five or More Years of Credited Service.

~~Should a A Member's shall be a Vested Member if the Member's employment with the City terminates:~~

- ~~A. ~~f~~For reasons other than retirement that satisfies the requirements of Section 3-4-6-1, 3-4-6-2 or 3-4-6-3, and for reasons other than Disability or death, and~~
- ~~B. ~~p~~Prior to his Normal Retirement Date, and~~
- ~~C. ~~w~~With five (5) or more years of Credited Service, he may elect either:~~
- ~~A. To leave his Accumulated Contributions on deposit in the Retirement Fund and become a Vested Member; or~~

~~B. To receive, in lieu of all other benefits, a refund of his Accumulated Contributions, plus two percent (2%) of the Compensation received by him subsequent to December 31, 1975 and prior to January 1, 1983.~~

~~If such a Member fails to elect either of the above within ninety (90) days after his date of termination from the Plan, then he shall be deemed to have elected to leave his Accumulated Contributions on deposit and become a Vested Member. A Vested Member shall be entitled to a deferred Retirement Benefit which shall be one hundred percent (100%) of his Accrued Benefit on the date of his termination of membership in the Plan. Such deferred Retirement Benefit shall commence on the first day of the next month following the Vested Member's Normal Retirement Date.~~

In lieu of receiving the deferred Retirement Benefit upon his Normal Retirement Date, the Vested Member may elect to receive a reduced Retirement Benefit beginning upon the first of any month subsequent to his attainment of age fifty-five (55). The reduction shall be one-fourth of one percent (.25%) for each month (three percent (3%) per year) by which payments commence prior to the first of the month following his Normal Retirement Date.

A Vested Member who made contributions to the Plan before January 1, 1976 may elect at any time prior to his Normal Retirement Date to receive, in lieu of all other benefits under the Plan and provided benefit payments have not yet commenced, a refund of his Accumulated Contributions, if any, attributable to Member contributions made to the Plan before January 1, 1976 and valued as of the date of the refund plus two percent (2%) of his Compensation received subsequent to December 31, 1975 and prior to January 1, 1983. A Vested Member who did not make contributions to the Plan before January 1, 1976 may not elect to receive a refund of his Accumulated Contributions.

3-4-11: Administration of the Plan.

3-4-11-1: Retirement Board.

There is hereby created a board to be known as the NonEmergency Employees Retirement Board of the City of Englewood ("Retirement Board") which shall be composed of seven (7) members. One (1) member shall be an elected member of the City Council who shall be selected by a majority of the members of City Council. One (1) member shall be the ~~Director of Financial Services appointed by the City Manager~~ Treasurer. Two (2) members shall be employees of the City who are Members of the Plan, who shall be selected by a vote of all such Members in accordance with such procedures as the City Manager may adopt, from time to time. Three (3) members shall be ~~taxpaying~~ electors of the City who shall be selected by a majority of the members of the City Council. In addition, the City Manager, or his designee, shall serve in an advisory capacity, as an ex official, nonvoting member.

Members of the Retirement Board shall be appointed for four (4) year terms, provided the said member continues to possess the qualifications provided herein during the member's term and, further provided that:

- A. The Council member shall serve during his term of office as a Council member; and
- B. The ~~Director of Financial Services~~ City Treasurer shall serve during his tenure in office as such ~~Director~~ City Treasurer.

Should a vacancy occur in the membership of the Retirement Board, the same shall be filled for the duration of the unexpired term only, in the same manner as provided herein. Prior to entering upon the performance of the duties of a member of the Retirement Board, each member thereof shall take and subscribe an oath that he accepts the obligations imposed upon him by the provisions of this Plan and that he shall faithfully perform the duties of such office.

Five (5) members of the Retirement Board shall constitute a quorum. All actions taken by the Board shall be approved by a majority vote of a quorum of the Retirement Board members. All actions, decisions and determinations of the Board shall be recorded in the minutes of the Retirement Board and, unless inconsistent with the provisions of the Plan, shall be binding and conclusive upon all interested parties.

No member of the Board shall receive compensation for his service on the Board but a member may be reimbursed for reasonable expenses incurred in connection with his duties as a member of the Board.

3-4-11-2: Management of the Plan.

In addition to the powers and obligations imposed upon the Board as Trustee pursuant to Subsection 3-4-12-1 hereof, the Retirement Board shall have all powers necessary to effect the management and administration of the Plan in accordance with its terms, including, but not limited to, the following:

- A. To establish rules and regulations for the administration of the Plan, for managing and discharging the duties of the Board, for the Board's own government and procedure in so doing, and for the preservation and the protection of the Fund.
- B. To interpret the provisions of the Plan and to determine any and all questions arising under the Plan or in connection with the administration thereof. A record of such action and all other matters properly coming before the Board shall be kept and preserved.
- C. To determine all matters affecting the eligibility of any Employee to be or become a Member of the Plan.
- D. To determine the amount of the Member's contributions to be withheld by the City in accordance with the Plan and to maintain such records of Accumulated Contributions as are necessary under said Plan.
- E. To determine the Credited Service of any Member and to compute the amount of Retirement Benefit, or other sum, payable under the Plan to any person.
- F. To authorize and direct all disbursements of Retirement Benefits and other sums under the Plan.
- G. To employ such counsel and agents and to obtain such clerical, medical, legal and actuarial services as it may deem necessary or appropriate in carrying out the provisions of the Plan.
- H. With the advice of its actuary to adopt, from time to time for purposes of the Plan, such mortality and other tables as it may deem necessary or appropriate for the operation of the Plan.

- I. To make or arrange for valuations and appraisals of Fund assets held under the Plan, and, with the advice of the actuary, to determine the liabilities of the Plan.
- J. To hold assets of the Plan in a special account entitled "Retirement Plan Fund," and invest and reinvest the same and to make such withdrawals therefrom as are authorized by the Plan for the payment of Retirement Benefits and the expenses of the Board and the members thereof.
- K. To create reserves from such assets for any purpose.
- L. To maintain such records and accounts and to render such financial statements and reports as may be required by the City Council.
- M. To authorize one or more members of the Retirement Board to sign all legal documents and reports on behalf of the Retirement Board.
- N. To perform such other duties as may be required of a Plan Administrator under the applicable laws and regulations.

3-4-11-3: Miscellaneous.

All proper expense incurred by the Retirement Board in the administration of the Plan, if not paid by the City, shall be paid from the Fund when authorized by the Retirement Board.

The Retirement Board shall have no power to add to, subtract from or modify any of the terms of the Plan, nor to change or add to any benefits provided by the Plan, nor to waive or fail to apply any requirements of eligibility for Retirement Benefits under the Plan.

A member of the Retirement Board shall not vote on any matter relating solely to himself or to his rights or benefits under the Plan. If a Board member is so disqualified to act and the remaining members cannot agree, the City Council shall appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified.

The decision of the Retirement Board and any action taken by it in respect to the management of the Plan shall be conclusive and binding upon any and all employees, officers, former employees and officers, Members, Retired Members, Vested Members, their Beneficiaries, heirs, distributees, executors, administrators and assigns and upon all other persons whomsoever, but the Board at an all times shall act in a uniform and nondiscriminatory manner. Neither the establishment of this Plan nor any modifications thereof or any action taken thereunder or any omission to act, by the Board, the City Council or any of their members shall be construed as giving to any Member or other person any legal or equitable right against the City or any officer or employee thereof or against the Retirement Board, the City Council, or any of their members.

3-4-12: Retirement Plan Trust Fund.

3-4-12-1: Appointment of Trustee.

The Retirement Board of the City, and its members, are hereby appointed and constituted Trustee of the Retirement Plan Fund and shall hold, manage and control the same in accordance with the provisions herein contained.

3-4-12-2: The Trust Fund.

All City and Employee contributions and all investments thereof, together with all accumulations, accruals, earnings and income with respect thereto, shall be held by the Trustee in trust hereunder as the Trust Fund for use in providing the benefits under the Plan. No part of the said corpus or income shall be used for or diverted to purposes other than the exclusive benefit of the Members, Retired Members, Vested Members, their Beneficiaries or estates under the Plan, prior to the satisfaction of all liabilities hereunder with respect to them, except such funds which, upon termination of the Plan, are in excess of the amount required to fully fund the Plan and are due solely to erroneous actuarial assumptions. No person shall have any interest in or right to any part of the assets of the Fund except as and to the extent expressly provided in the Plan.

3-4-12-3: Purposes and Authority of the Trustee.

It is the purpose and intent of the City in constituting and appointing the Retirement Board as Trustee of the Trust Fund to give the Retirement Board full power to establish such investment or purchasing programs as the Retirement Board may deem necessary or appropriate to provide assurance that there shall be an adequate source for the payment of all benefits provided herein. The Trustee, however, shall not be responsible for the collection of any City or Employee contributions. In serving as Trustee, the Retirement Board may determine to:

- A. Use the Trust Fund for the purchase of one or more group annuity, or other, insurance policies from one or more Insurance Companies authorized to do business within the State of Colorado, whereby said Insurance Company agrees to pay all or a portion of the benefits herein provided for;
- B. Contract with a commercial bank, chartered under either the statutes of the State of Colorado or the United States of America and doing business within this State, with a trust company organized pursuant to the statutes of the State of Colorado and doing business within this State, or with a member of the New York Stock exchange or the American Stock Exchange, doing business within this State, to have any of such parties invest funds on behalf of the Trustee;
- C. Directly invest the assets of the Trust Fund;
- D. Establish an investment program, partly funded by insurance and partly funded by investments; or
- E. Retain on a discretionary basis an investment advisor licensed as such under the United States Investment Advisor's Act of 1940, which investment advisor is also an investment counsel as defined in said Act.

3-4-12-4: Investments.

In serving as Trustee, the Retirement Board shall be authorized and empowered, in its sole discretion, to invest and reinvest the Trust Fund as follows:

- A. Assets of the ~~Retirement~~ ~~Fund~~ (other than assets of the ~~drop~~ DROP accounts) shall be invested in accordance with Colorado Revised Statutes Section 15-1.1.-102, under the Uniform Prudent Investor Act.
- B. Assets of the ~~drop~~ DROP accounts shall be invested in accordance with Colorado Revised Statutes Section 24-54-112(3)(c).

3-4-12-5: Trustee's Powers.

Subject to the provisions of Subsections 3-4-12-3 and 3-4-12-4, hereof, in its investment and administration of the Trust Fund, the Trustee is authorized and empowered with respect to any securities or other property held in the Trust Fund:

- A. To sell, exchange, convey, transfer, lease for any period, pledge, mortgage, grant options, contract with respect to or otherwise encumber or dispose thereof, at public or private sale, for cash or upon credit or partly for both, and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition.
- B. To sue, defend, compromise, arbitrate, compound and settle any debt, obligation or claim due it as Trustee or any other suit or legal proceeding involving the Trust, and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default or otherwise enforce any such debt, obligation or claim.
- C. To give general or specific proxies or powers of attorney with or without power of substitution.
- D. To vote in person or by proxy on any stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or to deposit them in any voting trust or with any protective or like committee or with a trustee or depositories designated thereby, or to exercise any rights to subscribe for additional stocks, bonds or other securities and to make any and all necessary payments therefor, and to join and participate in or to dissent from and oppose any reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which it may be interested as Trustee, upon such terms and conditions as it may deem wise.
- E. To register any securities or other property in its own name or in the name of its nominee, with or without the addition of words indicating that such securities are held in a fiduciary capacity, or to hold any securities in bearer form, but the books and records of the Trustee shall at all times show that an such investments are part of the Trust Fund.
- F. To retain, manage, operate, repair, improve, partition, dedicate or otherwise deal with any real estate held by it.
- G. To retain uninvested such cash as it may deem necessary, without obligation to pay interest thereon.
- H. In general, to exercise all powers in the management of the Trust Fund which any individual could exercise in the management of property owned in his own right.

Necessary parties to any accounting, litigation, or other proceedings shall include only the Trustee and the City Council, and the settlement or judgment in any such case in which the City is duly served or cited shall be binding upon all Members, Retired Members, Vested Members, or Beneficiaries under the Plan, and upon all persons claiming by, through or under them.

3-4-12-6: Administration of the Trust Fund.

The Trustee shall pay or distribute all Plan benefits from the Trust Fund in such form, in such amounts, at such times and to such payees as may be authorized by the Retirement Board.

The Trustee may employ suitable agents and counsel. The expenses incurred by the Trustee in the performance of its duties hereunder and all proper charges and disbursements of the Trustee, including all taxes lawfully assessed upon or in respect of the Trust Fund or its income, shall be charged and paid by the Trustee from the Fund. No member of the Retirement Board, as Trustee, shall receive compensation for his services as such but shall be entitled to be reimbursed for any expenses incurred by him on behalf of the Trust Fund to the extent that such expenses are not paid by the City.

The Trustee shall keep detailed, accurate accounts of all investments, receipts and disbursements and other transactions hereunder. All accounts, books and records relating thereto shall be open to inspection by any person designated by the City at all reasonable times. The Trustee shall maintain such records, make such computations and perform such ministerial acts as the City from time to time may request. On or before August 1 and February 1 of each year, the Trustee shall file a report with the City in such form as the City may request. This report shall show all purchases, sales, receipts, disbursements and other transactions effected by the Trustee during the six (6) month period for which the report is filed. It shall contain an exact description, the cost value as shown on the Trustee's books and the market value as of the end of such period of every item then held in the Trust Fund. The Trustee shall be forever relieved from all liability to the City, the Fund, and any Member or Beneficiary with respect to the propriety of any of its acts or transactions shown in such report unless within ninety (90) days after the receipt of such report, the City gives the Trustee written notice of its objection or objections to any matter set forth therein.

The Trustee shall not be liable, either as a body or individually, for the making, retention, or sale of any investment or reinvestment made by it or originally received by it as herein provided nor for any expense or liability, hereunder, nor for any loss to or diminution of the Trust Fund unless due to or arising from its own gross negligence, misconduct, dishonesty or lack of good faith. The Trustee may consult with counsel and shall be fully protected in acting upon the advice of counsel. Unless otherwise advised, the Trustee may assume that the Plan at all times qualifies under Internal Revenue Code Section 401(a) and that the Trust hereby established is at all times tax-exempt under Internal Revenue Code Section 501(a), as amended, or a successor provisions. The Trustee shall have no responsibility for the accuracy of any information furnished it by the City.

3-4-12-7: Removal of Trustee.

Nothing herein shall be construed to prohibit the City Council from removing the Retirement Board as Trustee of the Retirement Fund by appropriate amendment to this agreement. Upon

removal of the Trustee, the City Council shall appoint a successor Trustee or Funding Agent. Upon delivery by the removed Trustee to its successor of all property of the Fund, less such reasonable amount as it shall deem necessary to provide for its expenses, and any taxes or advances chargeable or payable out of the Fund, the successor Trustee or Funding Agent shall thereupon have the powers and duties as are conferred upon it by the Trust Agreement or group annuity contract. No successor Trustee or Funding Agent shall have any obligation or liability with respect to the acts or omission of its predecessors.

3-4-13: Retirement Benefits and Rights Inalienable.

3-4-13-1: Inalienability.

Members, Retired Members, Vested Members and their Beneficiaries under the Plan are hereby restrained from selling, transferring, anticipating, assigning, hypothecating, or otherwise disposing of their Retirement Benefit, prospective Retirement Benefit, or any other rights or interest under the Plan, and any attempt to anticipate, assign, pledge, or otherwise dispose of the same shall be void. Said Retirement Benefit, prospective Retirement Benefit and rights and interests of said Members, Retired Members, Vested Members or Beneficiaries shall not at any time be subject to the claims of creditors or others for liabilities or torts of said Members, Retired Members, Vested Members or Beneficiaries, nor be liable to attachment, execution, or other legal process. Notwithstanding the foregoing, the Retirement Board may approve payment.

- A. Assignments for: Child Support purposes provided for in Colorado Revised Statutes Sections 14-10-118(1) and 14-14-107, as they existed prior to July 1, 1996;
- B. Income assignments for Child Support provided for in Colorado Revised Statutes Section 14-14-111.5;
- C. Writs of garnishment that are the result of a judgment taken for arrearages for Child Support or for Child Support debt; and
- D. Payments made in compliance with a properly executed and certified court order approving a written agreement dividing ~~Retirement~~ benefits between a member and an alternate payee ("~~dro~~"), entered into pursuant to Colorado Revised Statutes 14-10-113 (6).

3-4-13-2: Bankruptcy.

If any Member, Retired Member, Vested Member or Beneficiary shall become bankrupt or attempt to anticipate, assign or pledge any benefits under the Plan, then such benefits shall, in the discretion of the Retirement Board, cease, and in that event the Retirement Board shall have authority to cause the same, or any part thereof, to be held or applied to or for the benefit of such Member, his spouse, his children, or other dependents, or any of them, in such manner and in such proportions as the Retirement Board may deem proper.

3-4-14: Modification or ~~t~~Termination of ~~p~~Plan.

3-4-14-1: Expectation.

It is the expectation of the City that it will continue this Plan and the payment of its contributions hereunder indefinitely, but continuance of the Plan is not assumed as a contractual obligation of the City.

3-4-14-2: Amendment.

The City reserves the right to alter, amend, or terminate the Plan or any part thereof in such manner as it may determine, and such alteration, amendment or termination shall take effect upon notice thereof from the City to the Retirement Board; provided that no such alteration or amendment shall provide that the Retirement Benefit payable to any Retired Member shall be less than that provided by his Accumulated Contributions or affect the right of any Member to receive a refund of his Accumulated Contributions and shall not directly or indirectly reduce any Member's Accrued Pension Benefits. And provided further, that no alteration or termination of the Plan or any part thereof shall permit any part of the Fund to revert to or be recoverable by the City or be used for or diverted to purposes other than the exclusive benefit of Members, Retired Members, Vested Members or Beneficiaries under the Plan, except such funds, if any, as may remain at termination of the Plan after satisfaction of all liabilities with respect to Members, Retired Members, Vested Members and Beneficiaries under the Plan and are due solely to erroneous actuarial assumptions. Further, no amendment shall cause the elimination of an optional form of benefit nor the elimination or reduction of an early Retirement Benefit that continues after retirement.

3-4-14-3: Approval Under the Internal Revenue Code.

The Plan is intended to comply with the requirements of the applicable provisions of Internal Revenue Code Section 401(a), as now in effect or hereafter amended, and any modification or amendment of the Plan may be made retroactive, as necessary or appropriate, to establish and maintain such compliance.

3-4-14-4: Discontinuance.

The City reserves the right at any time and for any reason satisfactory to it to discontinue permanently all contributions under this Plan. Such discontinuance shall be deemed to be a complete termination of the Plan.

3-4-14-5: Termination.

In the event of a partial or complete termination of the Plan, the Accrued Benefits up to the date of termination by the affected Employees and their Beneficiaries shall be nonforfeitable and all affected funds shall be allocated to affected Members, Retired Members, Vested Members and Beneficiaries on the following priority basis of:

- A. An amount equal to the Accumulated Contributions, or balance thereof, which would be payable to the Members, Retired Members, Vested Members or Beneficiaries should death occur on the date of the termination of the Plan.
- B. An amount of the remaining assets equal to a pro rata portion determined on the basis of the ratio that the actuarial reserve for his Accrued Benefit minus the amount in A. above credited to him bears to the total of such actuarial reserves minus the aggregate of amounts allocated under A. above.

3-4-14-6: Distribution.

When the assets of the Trust Fund have been allocated as indicated above, the distribution may be made in the form of cash or nontransferable annuity contracts as determined by the Retirement Board, provided that any affected funds remaining after the satisfaction of all liabilities to affected Members, Retired Members, Vested Members and Beneficiaries under the Plan may be withdrawn by the Retirement Board from the Fund and refunded to the City.

3-4-15: Reserved.

3-4-16: Limitations.

3-4-16-1: Reemployment of Former Nonvested Members.

If a Member's employment terminates prior to his becoming a Vested Member and the Member is subsequently reemployed as an Employee, such Member shall not be entitled to receive credit for his previous Credited Service under the Plan, except as provided in Subsection 3-4-4-3 hereof.

3-4-16-2: Reemployment of Former Members.

If a former Member is reemployed as an Employee of the City on or after January 1, 2012, no Retirement Benefit payments shall be made during the period of such reemployment unless:

A. The Employee attained age 62 before commencing benefits from this Plan, or

B. At the time the Employee originally ceased to provide services to the City, the City and the Employee reasonably anticipated that the Employee would not provide services to the City in the future; and the former Member is reemployed as an Employee of the City no sooner than one hundred twenty (120) days after the date the former Member's employment with the City terminated.

Upon the subsequent vested termination of employment by such a Member, the Member shall be entitled to receive a Retirement Benefit based on i) his Credited Service prior to the date of his previous termination (except Credited Service lost ~~after a five (5) year break~~ under Subsection 3-4-4-3 hereof, ii) his Credited Service during the period of his reemployment (if any), and iii) in the case of a disabled Member, his Credited Service while disabled. In the case of reemployment, of a former Member who received, prior to his reemployment, any benefit payments (whether single sum or periodic) with respect to which Credited Service is restored hereunder, the Retirement Benefit payable upon his subsequent retirement shall be reduced by the Actuarial Equivalent of such payments, other than Disability Retirement Benefit payments, he received ~~prior to his Normal Retirement Date~~ previously, unless such payment was a single lump sum that was repaid under Subsection 3-4-4-3 hereof.

3-4-16-3: Annual Benefit and Contribution Limits.

The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Member's severance from employment. The limitation on contributions of Code Section 415(c) shall apply to Member contributions that are made to the DROP account, as described in ~~Article V, Section 9.d~~ 3-4-7-8(I). The limitation year is the calendar year.

3-4-16-4: Consolidation or Merger.

The Plan shall not be consolidated or merged with, nor shall any assets or liabilities be transferred to any other Plan, unless the benefits payable to each Member if the Plan were terminated immediately after such action would be equal to or greater than the benefits to which such Member would have been entitled if this Plan had been terminated immediately before such action.

3-4-17: Miscellaneous Provisions.

3-4-17-1: Rights of Members.

Each ~~m~~Member shall be advised of the general provisions of the ~~p~~Plan and upon written request addressed to the Retirement Board shall be furnished with any information requested regarding his status, rights and privileges under the ~~p~~Plan. Neither the establishment of the ~~p~~Plan, the granting of a ~~r~~Retirement ~~b~~Benefit, nor any action of the City or the Retirement Board shall be held or construed to confer upon any person any right to continue employment, nor, upon dismissal, any right or interest in the Trust Fund other than as herein provided.

3-4-17-2: Limitation of Liability.

No ~~m~~Member shall have any right to ~~r~~Retirement ~~b~~Benefits under the ~~p~~Plan, except such rights, if any, as may accrue to him upon his retirement from the service of the City under the provisions of the ~~p~~Plan while it is in effect. All such benefits are payable solely out of the Trust Fund and in no event shall the City, the Trustee, or the Retirement Board members be liable therefor. Neither the establishment of this ~~p~~Plan, nor any amendment or modification thereof, nor failure of the City to provide sufficient contributions to the same shall be construed as giving to any Member, or other person, any legal or equitable right against the City, or any officer or director thereof, or against the Retirement Board, or any member thereof.

3-4-17-3: Direct Rollovers.

A. *General.* This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the ~~p~~Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the ~~b~~Board, to have any portion of an eligible rollover distribution which exceeds \$200.00 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If a distributee's direct rollover distribution is less than \$500.00, the distributee may only elect to direct rollover 100 percent of the eligible rollover distribution.

B. Definitions:

1. *Eligible Rollover Distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includable in gross

income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). For distributions made after December 31, 2007, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or in a direct trustee-to-trustee transfer to a qualified trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code or to an annuity contract described in Section 403(b) of the Code, provided such trust or contract provides for separate accounting for amounts so transferred (and earnings thereon) including separate accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

2. *Eligible Retirement Plan.* An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), and annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Effective January 1, 2002, an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p). Effective January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Code Section 408A(b), subject to any applicable limits described in Code Section 408A(c).
3. *Distributee.* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
4. *Direct Rollover.* A direct rollover is a payment by the plan to one eligible retirement plan specified by the distributee.
5. *Waiver of 30-Day Notice for Cashouts of \$5,000.00 (\$3,500.00 Prior to January 1, 1998) or Less.* ~~If a An eligible rollover distribution is one to which Code Sections 401(a)911 and 417 do not apply, such distribution may commence less than thirty (30) days after the notice required under treasury regulation Code Section 1.411(a)-11(e), 402(f) is given, provided that:~~
 - a. The Board clearly informs the member that the member has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a direct rollover distribution (and, if applicable, a particular distribution option), and

b. The ~~m~~Member, after receiving the notice, affirmatively elects a distribution.

C. *Distribution to IRA of Non-Spouse Beneficiary.* A Member's non-spouse Beneficiary may elect to have any portion of an eligible Plan distribution paid in a direct trustee-to-trustee transfer to an individual retirement account or annuity described in Section 401(c)(8)(B)(i) or (ii) of the Code that is established to receive the Plan distribution on behalf of the Beneficiary. For purposes of this Subsection C, a trust maintained for the benefit of one (1) or more designated beneficiaries may be the Beneficiary to the extent provided in rules prescribed by the Secretary of Treasury. If the Member dies after the Member's required beginning date as defined in Section 3-4-6-5 hereof, the required minimum distribution in the year of death may not be transferred according to this Subsection 3-4-17-3C. The requirements of Code Section 402(c)(11) apply to distributions under this Subsection 3-4-17-3C.

3-4-18: Money Purchase Plan Choice and Transfer of Funds.

3-4-18-1: Conversion Option for Members Described in Section 3-4-3-2E.

Each active employee who is a ~~m~~Member including any employee currently receiving benefits under the City's long-term disability contract, and each ~~v~~Vested ~~m~~Member shall have the option of converting from membership in this ~~p~~Plan to membership in the money purchase plan. The application to convert must be made in writing, on or before July 15, 2001. Furthermore, the ~~m~~Member must complete the waiver and release documents as specified in Section 3-4-18-2.

3-4-18-2: Waiver and Release Requirement.

Each eligible ~~m~~Member under Section 3-4-3-2B or 3-4-18-1, who wishes to exercise the option of converting membership to the money purchase plan must sign a waiver and release within the timeframes specified by the Board and in a form acceptable to the Board, waiving all rights to a defined benefit pension from this ~~p~~Plan and releasing the City and Board from any liability to the ~~m~~Member and/or his or her ~~b~~Beneficiaries for such a defined benefit pension or any claim based on the conversion to the money purchase plan. Said election shall be irrevocable unless the ~~e~~Employee changes status from an ~~e~~Exempt ~~e~~Employee to a non-exempt employee, in which case such ~~e~~Employee may elect within sixty (60) days of the change in status to again become a ~~m~~Member of this ~~p~~Plan. Such an election to again become a Member of this Plan is permitted only if the money purchase pension plan requires the same Member Contribution as Section 3-4-5-1 requires for this Plan. In the event an ~~e~~Employee rejoins this ~~p~~Plan, ~~due to a change in status after five (5) years from the transfer date, eCredited s Service shall not be restored for such eEmployee and such eEmployee shall not be vested until he or she earns five (5) years of credited service subsequent to his or her reentry into this pPlan. the provisions of Section 3-4-4-3 shall determine whether the Employee's prior Credited Service shall be restored. Funds transferred to the money purchase plan shall not be transferred back to this Plan.~~

3-4-18-3: Transfer of Funds.

Each eligible ~~m~~Member under Section 3-4-3-2B or 3-4-18-1, who chooses to exercise the option to convert his or her membership to the money purchase plan shall have a determinable amount transferred to the money purchase plan. The amount transferred on behalf of each such ~~m~~Member is the actuarial equivalent present value (which shall include an adjustment if the ~~m~~Member qualifies for ~~s~~Special ~~e~~Early ~~r~~Retirement or ~~r~~Regular ~~e~~Early ~~r~~Retirement as of the date the ~~m~~Member changes status for a ~~m~~Member described in Section 3-4-3-2B and is July 30, 2001,

for a ~~m~~Member described in Section 3-4-18-1), as of the date of transfer of the ~~m~~Member's ~~a~~Accrued ~~b~~Benefit. For purposes of this Section 3-4-18-3, the term "actuarial equivalent present value" shall be based on an interest rate assumption of seven and one-half percent (7.5%) and the mortality assumption of a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1994 group annuity mortality table (except that the 1983 group annuity mortality table applies for transfers before January 1, 2012). The date of transfer of the ~~m~~Member's ~~a~~Accrued ~~b~~Benefit shall be as soon as practicable after the election date for a ~~m~~Member described in Section 3-4-3-2B, and August 31, 2001, or as soon as practicable thereafter, for a ~~m~~Member described in Section 3-6-18-1.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 18th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of June, 2012 for thirty (30) days.

Randy P. Penn, Mayor

Read by title and passed on final reading on the 2nd day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 6th day of July, 2012.

Published by title on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 40
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL SUBGRANTEE AGREEMENTS FOR 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 22, Series of 2009, covering the City’s participation in the Arapahoe County CDBG Entitlement Program for funding years 2010 through 2012; and

WHEREAS, the Englewood City Council passed Resolution 90, Series of 2011, supporting Housing and Community Development that authorized submitting an application for 2012 CDBG funding; and

WHEREAS, the Energy Efficient Englewood Project has been categorized as a housing rehabilitation activity; and

WHEREAS, the Housing Rehabilitation Project has been categorized as a housing rehabilitation activity; and

WHEREAS, These Community Development Block Grant (CDBG) funds are Federal Housing and Urban Development funds which are administered through Arapahoe County, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Energy Efficient Englewood (E3) Project Number: ENHS 1222, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Housing Rehabilitation Project Number: ENHS1223, attached hereto as Exhibit B, is hereby accepted and approved by the Englewood City Council.

Section 3 Community Development Block Grant (CDBG) funds are Federal Housing and Urban Development funds which are administered through Arapahoe County, Colorado.

Section 4. The Mayor is hereby authorized to sign said Agreements for and on behalf of the City of Englewood, Colorado.

Section 5. The City Manager shall be authorized to further extend the subgrantee agreements for Project Number EN HS 1222 and Project Number EN HS 1223 attached hereto for the Arapahoe County Community Development Block Grant Program as needed.

Introduced, read in full, and passed on first reading on the 18th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of June, 2012 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 6th day of July, 2012.

Published by title on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: City of Englewood
PROJECT NAME: Energy Efficient Englewood (E3)
PROJECT NUMBER: ENHS 1222**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the **City of Englewood** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Energy Efficient Englewood (E3)** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee

beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Timeline

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

D. Reporting Requirements

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
3. Non-profit organizations that expend \$500,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Circular A-133, and other applicable federal regulations.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. ~~Title VIII of the Civil Rights Act of 1968;~~
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit requirements established in OMB Circular A-133; and

16. Cost principles established in OMB Circulars A-87 and A-122 as applicable per 24 CFR 570.502;

17. Conflict of Interest:

a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to ~~24 CFR 570.203, 570.204, 570.455, or 570.703 (i)~~).

b) *Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

d) *Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been

public disclosure of the conflict and a description of how the public disclosure was made; and

- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive-bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

19. Labor Standards (Davis-Bacon)

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its

contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

20. Lead Based Paint Regulations

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts ~~35 and 24 CFR 570:608~~. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

21. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

21. Uniform Relocation Act (URA)

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its

projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from ~~and against any and all losses, damages, liabilities, claims, suits, actions or costs,~~ including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

G. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
 - a. Premises Operations
 - b. Products/Completed Operations
 - c. Broad Form Contractual Liability
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Employees as Additional Insured
 - g. Personal Injury
 - h. Arapahoe County and the SubGrantee as Additional Named Insured
 - i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
 - a. Arapahoe County and the SubGrantee as additional Named Insured
 - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
 - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
 - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
 - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
 - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon

approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. Urban County Designation

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. Certification

The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
- ~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

T. Reversion of Assets

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such

longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to ~~its projects or activities performed or conducted under any CDBG agreement,~~ the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be

void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney
 5334 S. Prince Street
 Littleton, CO 80120-1136

and

Arapahoe County Housing and Community Development
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Englewood
 ATTN: Janet Grimmett
 1000 Englewood Pkwy
 Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this _____ day of _____, 2012.

SubGrantee:

Signature

Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #120113

EXHIBIT A
SCOPE OF SERVICES
FOR CDBG REHAB

Program Name: Englewood—Energy Efficient Englewood (E3)
CFDA #: CDBG 14.218
Project #: ENHS 1222

AGREEMENT AMOUNT: \$ 100,000
AGREEMENT END DATE AND PROJECT DEADLINE: 4/30/2013

INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Englewood (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

1. FEDERAL REGULATORY INFORMATION

CDBG National Objective¹: Benefit to low- and moderate- income (LMI) housing

HUD Matrix Code: 14A Single Unit Proposed Number of beneficiaries*: 12
Residential

*Beneficiaries are to be counted by the number of total number of PEOPLE or HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

CDBG Area Benefit definition CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:

Self-Certification Verification with supporting income documentation

If income will be verified², select the method that will be used to determine annual household income:

N/A Part 5 Section 8 Census Long Form IRS Form 1040 Long Form

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

¹ Change to appropriate National Objective if necessary.

² For descriptions of each income verification method and required documentation, go to:
<http://www.hud.gov/offices/cod/affordablehousing/training/web/calculator/calculator.cfm>

This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

a. **Purpose (short description of program purpose)**

The E3 project is available within the City of Englewood to assist low and moderate income families with incentives to encourage conservation and energy efficiency upgrades.

b. **Goals and Community Impact**

To provide loan and/or grants to 12 single family homeowners within Englewood.

c. **Project Address-throughout Arapahoe County**

Sites within Englewood addresses unknown at this time.

d. **Name of Organization Carrying out the Activity –City of Englewood**

Organization is: Another unit of local gov't; Another public agency; CBDO only; Subrecipient only; CBDO designated as subrecipient

e. **Local Jurisdictions rules and regulations/ADA**

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

f. **Detailed Program Requirements**

The responsibilities of the City of Englewood for implementation of the program will include:

- Market the program;
- Accept all applications;
- Determine applicants' eligibility and approve or deny grants;
- Maintain a list of approved contractors;
- Complete a Site Specific Environmental Review;
- Contact Arapahoe County Weatherization, if eligible refer client;
- Determine needs and develop comprehensive work specifications based on Energy Audit;
- Prepare client documentation;
- Monitor rehab activity;
- Comply with lead-based paint regulations and ensure that tenants, owners and contractors are aware of their rights, responsibilities and options;
- Maintain program activity records and produce reports as set forth in this contract;
- Homeowner selects company/individual to conduct work or purchase materials. Company name and/or individual name is matched against the Federal Excluded Party List System by City to insure eligibility to receive federal funds. This is completed before any work begins. Once cleared the homeowner is instructed to proceed and to ensure appropriate permits are obtained, if required, by the Englewood Building and Safety Division.
- Ensure that costs are reasonable:
 - Does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
 - Is consistent with sound business practices; and

- o Is consistent with market prices for similar goods and services;
- Payment may be made either directly to homeowner, upon receipt of paid invoices, or paid directly to company/individual. Reimbursement is 80% of the total invoice when a 20% match is required. Copies of checks and invoices are placed in file;
- Items will meet or exceed energy standards set forth at www.energystar.gov; and
- Homeowner sign-off on the job being completed as stated in the description of work.

g. Program Income

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County authorizes does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes: n/a

Reporting program income: Monthly, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

i. Budget

ITEM	TOTAL BUDGET	AMT. PD BY COUNTY	AMT PD BY Englewood
Admin- Personnel Costs	\$25,000	\$1,720	\$23,280
Admin-Lead Based Paint Testing	\$1,200	\$1,200	
Admin-Energy Audit Costs	\$1,080	\$1,080	
Grants for Energy Efficiency	\$96,000	\$96,000	
TOTAL	\$123,280	\$100,000	\$23,280

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20th day of the following month. Draw requests must include:

- a. Draw cover sheet showing itemized list of expenditures (HCDS form)
- b. Supporting documentation (check all that apply):

- Third-party invoices or receipts
- Check copies showing payment cashment (cancelled checks)
- Lien Waivers
- Davis-Bacon Certified Payrolls
- Federal Accountability and Transparency Act form (Attachment 1)*

**Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*

- Site Specific Environmental Review checklists

Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting

4. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20th day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information* for the individual served, or each household
- Household income* (if applicable)
- Brief narrative report on activities contained in Section 2
- Program Income

*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members

- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
 - The race of each household member:
 - White
 - Black or African American
 - Asian
 - American Indian or Alaska Native
 - Native Hawaiian or Other Pacific Islander
 - American Indian or Alaska Native and White
 - Asian and White
 - Black or African American and White
 - American Indian or Alaska Native and Black or African American
 - Other Multi-Racial
- NOTE: Both ethnicity AND race category must be selected for each household member*
- Signature attesting to the accuracy of the information submitted.

5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and SubGrantee
2. Draw Requests and supporting documentation (see Section IV Draw Requests)
3. Beneficiary Data (see Section V Reporting)
4. Annual audits
5. Records of compliance with federal procurement rules when the SubGrantee awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdiction's or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. 24 CFR 85.36
 - a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
 - a. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
 - b. Copies of contracts with sub-contractors
10. Records of lead-based paint assessment, abatement and final clearance, if applicable
11. Records of asbestos assessment, abatement and final clearance, if applicable

12. Records of acquisition and/or relocation, if applicable

FOR COUNTY USE ONLY - FEDERAL IDIS REPORTING

1. Performance Goal: Create suitable living environments; Provide decent affordable housing; Create economic opportunities
2. Performance Outcome: Availability/Accessibility; Affordability; Sustainability
3. Check box if project address is to be marked as confidential
4. Activity Purpose: Prevent Homelessness; Help the Homeless; Help those with HIV/AIDS; Help persons with disabilities
5. Accomplishments to be reported at another activity: IDIS # _____
6. Activity being carried out by Grantee? yes; no If yes, activity is being carried out through: Employees; Contractors; Both
7. If Agreement is with another County department, the activity will be carried out by: County employees; Contractors; Both
8. Area Type: CDFO Area; Local Target Area; Strategy Area
9. Special Characteristics: Presidentially Declared major Disaster Area; Historic Preservation Area; Brownfield Redevelopment Area - indicate number of acres remediated: _____
10. Activity Information: One-for-One Replacement; Displacement; Favored Activity; Special Assessment; Revolving Fund; Float Funded

Attachment 1

Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field <small>Definitions can be found on the reverse of this form.</small>	Response
1. Agency or Jurisdiction DUNS number:	Arapahoe County
2. Subrecipient name Receiving Award:	City of Englewood
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award: (full street address)	
5. Primary location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False (below)
6. In the preceding fiscal year, Contractor received:	
a.) \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b.) 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c.) The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

An answer to question 7 is required ONLY when all answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Signature of Responsible Administrator and Title

Date

Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier.

DUNS Number - Dun and Bradstreet (D&B) – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.

2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.

3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.

4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.

5. The primary location of performance under the award including the city, state, congressional district, and country.

6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: City of Englewood
PROJECT NAME: Housing Rehabilitation
PROJECT NUMBER: ENHS 1223**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the City of Englewood (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Housing Rehabilitation** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$27,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee

beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Timeline

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

D. Reporting Requirements

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
3. Non-profit organizations that expend \$500,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Circular A-133, and other applicable federal regulations.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit requirements established in OMB Circular A-133; and

16. Cost principles established in OMB Circulars A-87 and A-122 as applicable per 24 CFR 570.502;

17. Conflict of Interest:

a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

b) Conflicts prohibited. The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

d) Exceptions. Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been

public disclosure of the conflict and a description of how the public disclosure was made; and

- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

19. Labor Standards (Davis-Bacon)

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its

contractor and all subcontractors shall comply with the Davis-Bacon Act; 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

20. Lead Based Paint Regulations

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR 570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

21. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

21. Uniform Relocation Act (URA)

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its

projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

G. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
 - a. Premises Operations
 - b. Products/Completed Operations
 - c. Broad Form Contractual Liability
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Employees as Additional Insured
 - g. Personal Injury
 - h. Arapahoe County and the SubGrantee as Additional Named Insured
 - i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
 - a. Arapahoe County and the SubGrantee as additional Named Insured
 - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
 - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
 - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
 - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
 - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon

approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. Urban County Designation

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. Certification

The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

T. Reversion of Assets

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such

longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be

void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney
 5334 S. Prince Street
 Littleton, CO 80120-1136

and

Arapahoe County Housing and Community Development
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Englewood
 ATTN: Janet Grimmatt
 1000 Englewood Pkwy
 Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this
_____ day of _____, 2012.

SubGrantee:

Signature

Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #120113

EXHIBIT A
SCOPE OF SERVICES
FOR CDBG REHAB

Program Name: Englewood--Housing Rehabilitation

CFDA #: CDBG 14.218

Project #: ENHS 1223

AGREEMENT AMOUNT: \$ 27,500

AGREEMENT END DATE AND PROJECT DEADLINE: 4/30/2013

INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Englewood (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

1. FEDERAL REGULATORY INFORMATION

CDBG National Objective¹: Benefit to low- and moderate- income (LMI) housing

HUD Matrix Code: 14A Single Unit Proposed Number of beneficiaries*: 3
Residential

*Beneficiaries are to be counted by the number of total number of PEOPLE or HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

CDBG Area Benefit definition CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:

Self-Certification Verification with supporting income documentation

If income will be verified², select the method that will be used to determine annual household income:

N/A Part 5 Section 8 Census Long Form IRS Form 1040 Long Form

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

¹ Change to appropriate National Objective if necessary.

² For descriptions of each income verification method and required documentation, go to:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/calculator.cfm>

This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

a. Purpose (short description of program purpose)

The Housing Rehabilitation Project is available within the City of Englewood to assist low and moderate income families with the financing of their major household repairs.

b. Goals and Community Impact

To provide loan and/or grants to 3 single family homeowners within Englewood.

c. Project Address-throughout Arapahoe County

Sites within Englewood addresses unknown at this time.

d. Name of Organization Carrying out the Activity –City of Englewood

Organization is: Another unit of local gov't; Another public agency; CBDO only; Subrecipient only; CBDO designated as subrecipient

e. Local Jurisdictions rules and regulations/ADA

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

f. Detailed Program Requirements

The responsibilities of the City of Englewood for implementation of the program will include:

- Market the program;
- Accept all applications;
- Determine applicants' eligibility and approve or deny grants/loans.
- Maintain a list of approved contractors;
- Complete a Site Specific Environmental Review;
- Determine rehab needs and develop comprehensive work specifications;
- Structure contractor bidding process;
- Prepare contractor and client documentation;
- Monitor rehab activity;
- Comply with lead-based paint regulations and ensure that tenants, owners and contractors are aware of their rights, responsibilities and options;
- Maintain program activity records and produce reports as set forth in this contract;
- Inspect each rehab once completed with the contractor, and sign-off on the job being completed as stated in the description of work; and
- Ensure that all City permitting and local standards are met.

g. Program Income

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;

- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County authorizes does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes: The Englewood Housing Rehabilitation Program

Reporting program income: Monthly, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

i. Budget

ITEM	TOTAL BUDGET	AMT. PD BY COUNTY	AMT PD BY Englewood	AMT PD BY Bank Line of Credit
Admin- Personnel Costs	\$50,000	\$3,000	\$47,000	\$0
Project Rehab Costs	\$37,000	\$24,500		\$12,500
TOTAL	\$87,000	\$27,500	\$47,000	\$12,500

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20th day of the following month. Draw requests must include:

- Draw cover sheet showing itemized list of expenditures (HCDS form)
- Supporting documentation (check all that apply):

- Third-party invoices or receipts
- Check copies showing payment cashment (cancelled checks)
- Lien Waivers
- Davis-Bacon Certified Payrolls—the one unit is considered a group home and therefore exempt from Davis Bacon
- Federal Accountability and Transparency Act form (Attachment 1)*

**Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*

Site Specific Environmental Review checklists

Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting

4. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20th day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information* for the individual served, or each household
- Household income* (if applicable)
- Brief narrative report on activities contained in Section 2
- Program Income

*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:
 - White
 - Black or African American
 - Asian
 - American Indian or Alaska Native
 - Native Hawaiian or Other Pacific Islander
 - American Indian or Alaska Native and White
 - Asian and White
 - Black or African American and White
 - American Indian or Alaska Native and Black or African American
 - Other Multi-Racial
- *NOTE: Both ethnicity AND race category must be selected for each household member*
- Signature attesting to the accuracy of the information submitted.

5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and

Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and SubGrantee
2. Draw Requests and supporting documentation (see Section IV Draw Requests)
3. Beneficiary Data (see Section V Reporting)
4. Annual audits
5. Records of compliance with federal procurement rules when the SubGrantee awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdiction's or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. 24 CFR 85.36
 - a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
 - a. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
 - b. Copies of contracts with sub-contractors
10. Records of lead-based paint assessment, abatement and final clearance, if applicable
11. Records of asbestos assessment, abatement and final clearance, if applicable
12. Records of acquisition and/or relocation, if applicable

FOR COUNTY USE ONLY - FEDERAL IDIS REPORTING

1. Performance Goal: Create suitable living environments; Provide decent affordable housing; Create economic opportunities
2. Performance Outcome: Availability/Accessibility; Affordability; Sustainability
3. Check box if project address is to be marked as confidential
4. Activity Purpose: Prevent Homelessness; Help the Homeless; Help those with HIV/AIDS; Help persons with disabilities
5. Accomplishments to be reported at another activity: IDIS # _____
6. Activity being carried out by Grantee? yes; no If yes, activity is being carried out through: Employees; Contractors; Both
7. If Agreement is with another County department, the activity will be carried out by: County employees; Contractors; Both
8. Area Type: CDFO Area; Local Target Area; Strategy Area
9. Special Characteristics: Presidentially Declared major Disaster Area; Historic Preservation Area; Brownfield Redevelopment Area - indicate number of acres remediated: _____
10. Activity Information: One-for-One Replacement; Displacement; Favored Activity; Special Assessment; Revolving Fund; Float Funded

Attachment 1

Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field <small>Definitions can be found on the reverse of this form.</small>	Response
1. Agency or Jurisdiction DUNS number:	Arapahoe County
2. Subrecipient name Receiving Award:	City of Englewood
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award: (full street address)	
5. Primary location of Performance of the Award: (City, State and Congressional District)	
Answer True or False (below)	
6. In the preceding fiscal year, Contractor received:	
a.) \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b.) 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c.) The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

An answer to question 7 is required ONLY when all answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Signature of Responsible Administrator and Title

Date

Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier.

DUNS Number - Dun and Bradstreet (D&B) – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.

2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.

3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.

4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.

5. The primary location of performance under the award including the city, state, congressional district, and country.

6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO 41
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN CENTENNIAL WATER AND SANITATION DISTRICT AND THE CITY OF ENGLEWOOD, COLORADO, ENTITLED "AGREEMENT FOR TEMPORARY LEASE AND/OR RE-DIVERSION OF REUSABLE RETURN FLOWS OF WATER".

WHEREAS, Englewood injects granular activated carbon to improve water quality near Union Ave. and South Platte River, but the process creates blackened water that cannot be directly introduced into the City Ditch for exchange; and

WHEREAS, clear water can be exchanged up city ditch but must be pumped into the City Ditch from the reservoir adjacent to the Allen Filter Plant; and

WHEREAS, Englewood has no pump or pipe for pumping this water, but Centennial is agreeing to provide and install the pump and pipe at Centennial's sole expense; and

WHEREAS, Centennial Water and Sanitation District owns reusable wastewater return flows to the South Platte River, and the City of Englewood has means to re-divert these flows at Union Avenue and either use them or redeliver them to Centennial; and

WHEREAS, the Agreement authorizes diversion of the return flows and payment to Centennial of \$85.00 an acre foot for the flows, plus pumping costs; and

WHEREAS, Centennial would acquire all return flows delivered to McLellan Reservoir that are not acquired by Englewood and shall pay Englewood \$30.00 an acre foot, plus pumping costs; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement for the lease of Englewood's Surplus water in 2003 and 2004; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of the Agreement for Temporary Lease And/Or Re-diversion of Reusable Return Flows of Water between Centennial Water and Sanitation District and the City of Englewood at its June 12, 2012 meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Englewood City Council hereby approves renewal of the Lease Agreement between the City of Englewood and Centennial Water and Sanitation District entitled "Agreement for Temporary Lease and/or Re-Diversion of Reusable Return Flows of Water". A copy of said Agreement, marked "Exhibit A", is attached hereto and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest the said Agreement for and on behalf of the City Council of the City of Englewood.

Section 3. The Englewood City Manager shall be authorized to further extend and/or amend the "Agreement For Temporary Lease And/Or Re-Diversion Of Reusable Return Flows Of Water" for a period of three years through October 2014, 2015 and 2016 if needed.

Introduced, read in full, and passed on first reading on the 18th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of June, 2012 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 6th day of July, 2012.

Published by title on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

**AGREEMENT FOR TEMPORARY LEASE AND/OR RE-DIVERSION OF
REUSABLE RETURN FLOWS OF WATER.**

1. Introduction: Parties and Purposes.

Centennial Water and Sanitation District (Centennial) owns reusable return flows to the South Platte River which consist of Centennial's reusable water discharged by Centennial's Marcy Gulch wastewater treatment plant (the return flows). The City of Englewood (Englewood) has a means to re-divert the return flows at Union Avenue, and either retain them for use by Englewood or redeliver same to Centennial. The parties intend that Englewood shall attempt to divert the return flows, under the circumstances set forth below, and pay Centennial for the return flows if same are retained by Englewood; and that Centennial will pay Englewood for re-directing the return flows, if same are redelivered to Centennial. It is anticipated that Englewood will attempt to divert the return flows at its Union Avenue pump station, and either use same immediately in its Allen Treatment Plant, or exchange same up City Ditch to McLellan reservoir, in Englewood's discretion.

Therefore, the parties have agreed as follows:

2. Centennial to Give Notice of Availability: Englewood Response.

Centennial will advise Englewood, on a daily basis, of the amount of available return flows at Englewood's Union Avenue pump station. Englewood will advise Centennial, on a daily basis, of available return flows Englewood will not be diverting.

3. Englewood to Attempt to Divert.

Englewood will make reasonable efforts to lawfully divert the return flows at its Union Avenue pump station. Englewood shall have no obligation to divert: a) if diversion would impair the necessary quality of water introduced into Englewood's water treatment plant or introduced into City Ditch for exchange, as determined in Englewood's sole discretion; b) except to the extent that Englewood determines to use the return flows immediately in its Allen Treatment Plant, plus the exchange capacity in City Ditch; c) to the extent that the capacity in Englewood's pumping system after supplying Englewood's demand is less than all of the available return flows. Englewood shall have no obligation to use the return flows immediately in its Allen Treatment Plant. While Englewood shall make reasonable efforts to divert the return flows, the parties recognize that various factors may make diversion impractical, and Englewood shall have no liability to Centennial for failure to divert. Englewood will account for return flows diverted at its Union Avenue pump station.

4. Englewood to Exchange Up City Ditch.

Englewood will make reasonable efforts to exchange the diverted return flows up City Ditch and into McLellan Reservoir, via the pump station from City Ditch to McLellan Reservoir.

5. Englewood's Option to Acquire Return Flows Delivered to McLellan Reservoir.

Englewood will account for the return flows delivered by exchange to McLellan Reservoir, Englewood will have the option to acquire the return flows delivered to McLellan Reservoir (and Englewood will acquire return flows used immediately in Englewood's Allen Treatment Plant).

Within four days after the end of each week (ending Saturday at midnight) Englewood will notify Centennial if it wishes to acquire all of the return flows delivered to McLellan during that week. Englewood will pay Centennial \$85 per acre foot for all of the return flows which it acquires, and pay the pumping costs associated with those return flows. Return flows so acquired by Englewood shall be treated as Englewood's water for all purposes, and may be used by Englewood or delivered to Centennial under any agreement between Englewood and Centennial. Return flows delivered to McLellan as to which Englewood does not give such notice shall belong to Centennial.

6. Centennial's Payment for Return Flows Acquired by Centennial.

Centennial shall acquire all return flows delivered to McLellan Reservoir that are not acquired by Englewood. Centennial shall pay Englewood \$30 per acre foot to return flows acquired by Centennial, plus all pumping costs associated with delivery of those return flows to McLellan Reservoir.

7. Temporary Pumping Facilities from the Forebay Reservoir next to the Allen Treatment Plant.

Englewood currently injects granular activated carbon (GAC) into the forebay adjacent to the South Platte River, from which Englewood's Union Avenue pumping station pumps water to the Allen Treatment Plant facilities. (The GAC is injected because of the current severe quality problems in the South Platte River.) The water containing the GAC is blackened in color and therefore cannot be directly introduced into City Ditch for exchange purposes. Therefore, a substitute supply of clear water to be exchanged up City Ditch must be pumped into City Ditch from a forebay reservoir adjacent to the Allen Treatment Plant (not to be confused with the forebay at the river). (Pumping of this substitute supply will be unnecessary if the GAC injection at the river forebay should cease.) Englewood has no pump and pipe to accomplish the pumping of this substitute supply from the forebay reservoir. Centennial will provide and install such a pump and pipe, and hook it up to a power source, at Centennial's sole expense. Englewood and Centennial will cooperate in determining the location, nature and installation of the pump and pipe. At the end of this Agreement, Centennial will remove the pump, pipe and power hookup at Centennial's sole expense, unless the parties otherwise agree. Centennial will restore any excavation or alteration of the forebay and surrounding areas, at Centennial's sole expense.

8. Pumping Costs.

Englewood will reasonably determine pumping costs, which are to include power, other operation costs, and maintenance.

9. Termination.

Either Englewood or Centennial may terminate this Agreement after 5 days written notice to the other party. If not so terminated, this Agreement will terminate at the sooner of October 31, 2013 or the cessation of flows in City Ditch below the Allen Treatment Plant, whichever sooner occurs, unless the parties otherwise agree. This Agreement may be renewed for three (3) additional one (1) year terms upon the signature of the City Manager and the Centennial Water and Sanitation District Manager.

10. Payment.

Englewood will account for deliveries. Englewood will pay Centennial for return flows acquired by Englewood within thirty (30) days after the end of the month during which particular deliveries were made to Englewood. Centennial will pay Englewood within thirty (30) days after the end of the month during which particular deliveries were made to Centennial.

11. Financial Obligations subject to Appropriation.

For any multiple-fiscal year financial obligations by the City or District that extend beyond its current fiscal year, the financial obligations of the City or District under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this Agreement have been budgeted, authorized and appropriated by the City and District for the 2012 fiscal year. Nothing herein obligates the City or District to budget, authorize or appropriate funds for any future fiscal year.

12. State Engineer.

Centennial will be responsible for any necessary notice to the State Engineer's office, assuring the State Engineer's office that its return flows are indeed reusable and divertible by Englewood, and reporting to the State Engineer's office, in cooperation with Englewood.

CITY OF ENGLEWOOD

CENTENNIAL WATER AND
SANITATION DISTRICT

By: _____
Mayor: Randy P. Penn

By: _____
Title: General Manager

Dated: _____

Dated: 6/7/12

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 42
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE MARMOT LIBRARY NETWORK.

WHEREAS, The City uses an integrated library system (ILS) to handle basic operations and the current vendor no longer provides support services for the Library's system; and

WHEREAS, the Marmot Library Network is a member network of libraries and library districts, and

WHEREAS, Marmot Library Network provides cost-effective access to an up-to-date ILS as well as access to shared items in the member libraries' collections, and

WHEREAS, this Network of libraries and library districts will also provide support and training for library staff at favorable prices,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood hereby authorizes the Intergovernmental Agreement entitled "Marmot Library Network Service Agreement" by and between the City of Englewood and the Marmot Library Network as attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Agreement for and on behalf of the Englewood City Council.

Introduced, read in full, and passed on first reading on the 18th day of June, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of June, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of June, 2012 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of July, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 6th day of July, 2012.

Published by title on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

**MARMOT LIBRARY NETWORK
SERVICE AGREEMENT WITH ENGLEWOOD PUBLIC LIBRARY**

This Marmot Library Network Service Agreement ("Agreement") is made by and between Marmot Library Network, Inc. with offices in Grand Junction, Colorado, hereinafter referred to as "Marmot", and Englewood Public Library in Englewood, Colorado, hereinafter referred to as "Member."

RECITALS:

- A. Member is a public library with 1 library location in Englewood, Colorado.
- B. Marmot is the administrator for the Marmot Library Network linking member libraries.
- C. The parties are desirous of entering into an agreement defining the services to be provided by Marmot to Member, the cost thereof, and the rights, duties, and obligations of the respective parties with respect to the Marmot Library Network.

In consideration of the foregoing and in further consideration of the price to be paid for the services rendered, the parties agree as follows:

1. Definitions.

- a. "Member" shall include Member's branch locations, if any, provided that no operations located at a branch location constitute a separate legal entity apart from the Member.
- b. "Network Node" is either A) One telecommunications link to the Marmot Library Network by a dedicated circuit administered by Marmot; OR B) an internet data connection administered by Member.
- c. "Access Session" is the unit by which multiple simultaneous library staff users are measured, limited, and licensed. Each Network Node supports multiple Access Sessions on the Marmot Library Network.
- d. "Enrichment Data" means the form and content licensed by Marmot to be gathered from web services and displayed in the online public access catalog along with the Member's own catalog data.
- e. "Enrichment Services" means the services by which the Enrichment Data is delivered to Member, including any software contained therein.
- f. "Enrichment Providers" include, but are not limited to such organizations as EBSCO (Novelist), Bowker (Syndetics), Amazon, OpenLibrary, Googlebooks, and Wikipedia. The list of Enrichment Providers may change from time to time. Marmot maintains licenses as appropriate, and passes specific terms and conditions to Member as required. In the event Marmot changes any of the Enrichment Providers, this Agreement shall apply to all new or substituted Enrichment Providers.

2. Marmot's Scope of Services. Marmot will provide the following services to Member:

- a. Operate and maintain the Marmot Library Network computer systems;
- b. Maintain, revise, and upgrade the Marmot Library Network computer hardware and installed software;
- c. Provide user support to include trouble shooting, system analysis, and development;

- d. Train Member employees as often as needed and as scheduled by mutual agreement;
 - e. Inform Member of its responsibilities for the purchase of terminal equipment and materials required and specified by Marmot to connect to the Marmot Library Network. At Member request, Marmot will broker the purchase of terminal equipment and materials according to the standard fee schedule (Attachment B) or of other equipment and materials as mutually agreed;
 - f. Install and maintain Marmot administered telecommunications service for Network Nodes, as provided for in Attachment A, including telecommunications hardware and equipment; OR Configure the Marmot Wide Area Network (WAN) to accept user connections over the internet where Member opts to use its own Internet Service Provider instead of Marmot-administered telecommunications service;
 - g. Provide Software Access Sessions to the Marmot Library Network as provided for in Attachment A;
 - h. Provide an optional equipment maintenance service to Member for microcomputer workstations, printers, bar code readers, and other equipment as provided for in Attachment C;
 - i. Provide access to the software and databases provided for in Attachment A.
3. Member's Obligations. Member shall:
- a. Purchase its own workstations, cables to Network Nodes, bar code readers, bar code labels and other equipment and materials;
 - b. Assume responsibility for all ongoing cataloging and retrospective conversion of local library collections;
 - c. Prepare all materials to accommodate use with the Marmot Library Network;
 - d. Maintain its own database records;
 - e. Follow trouble shooting procedures and emergency/downtime contingency plans provided by Marmot;
 - f. Identify contact person(s); and
 - g. Follow Marmot policies and procedures posted at <http://www.marmot.org/node/42>.
4. Cost of Services, Equipment and Materials. Member shall pay Marmot the fees for service and purchase prices for equipment and materials as provided for in Marmot's standard fee schedule, as outlined in Attachment B. Marmot may at any time, in its sole discretion, increase or decrease the fees for service and purchase prices for equipment and materials. Each addition or revision shall be effective at such time specified by Marmot, which will be at least thirty (30) days after Marmot gives written notice of such increase or decrease. As required by Marmot bylaws, price changes are approved by the Marmot Executive Board. In the event Marmot increases any prices or charges under the Agreement, Member may, at its option and without liability, terminate the Agreement by giving ninety (90) day written notice to Marmot.
5. Time of Payment. Marmot shall bill Member on an annual basis, in advance. Marmot shall bill Member for the purchase price of equipment and materials when such are delivered to Member.

In the event Member should request additional Network Nodes or Access Sessions for the Marmot Library Network during any term of this Agreement, then Member's cost of services shall be prorated from date of access and a billing sent to Member.

All payments by Member to Marmot shall be due within thirty (30) days of the date a billing is delivered. Marmot shall bill Member late payment fees at the statutory rate of 8% per annum.

Member may withhold any payment in whole or in part for products/services found by Member to be defective, untimely, unsatisfactory, otherwise not conforming to the description, or not in accordance with all applicable warranties, laws, ordinances, rules and regulations. Payment or acceptance/use by Member shall not be deemed a waiver or settlement of any defect or nonconformity in the products/services.

6. Default in Payment. Should Member fail to make any payment due to Marmot within the period set forth in paragraph 5, Marmot shall give Member written notice of such default in payment. If Member fails to correct the default within thirty (30) days after the date of such written notice, Marmot shall have the right to discontinue services to Member and enter upon the premises of Member, if necessary, to remove Marmot's electrical and telecommunications equipment and wiring necessary to disconnect Member from access to the Marmot Library Network. Marmot may only enter Member's facilities to disconnect or remove its equipment upon reasonable advance notice, at a time that is mutually convenient to the parties and which will be minimize disruption of Member's operations. The discontinuance of services hereunder shall not relieve Member from liability for payment for services previously provided or for payment for any equipment and materials ordered by Member. In addition, Member shall also pay all costs associated with removal from the Integrated Library System and termination of the telecommunication circuits including, but not limited to extraction of records, deletion of scopes, disconnect fees and Marmot staff time, in accordance with the fee schedule in Attachment B, as it may be amended.
7. Term and Renewal of Agreement. The initial term of this agreement shall begin on October 1, 2012 and shall expire on December 31, 2013. Notice of annual pricing will be distributed to the membership on or before September 1 of each calendar year and renewal contracts will become due on September 30 of each year. Notice of non-renewal must be given in writing ninety (90) days prior to expiration of the existing contract. All the provisions of this Agreement shall remain in full force and effect during any renewal term. The following table makes these terms clear

Initial Term:	October 1, 2012	December 31, 2013
Automatic Renewal 1:	January 1, 2013	December 31, 2013
Automatic Renewal 2:	January 1, 2014	December 31, 2014
Automatic Renewal 3:	January 1, 2015	December 31, 2015

8. Termination. Upon termination, pursuant to paragraphs 6 or 7 above, Marmot may only enter Member's facilities to disconnect or remove its equipment upon reasonable advance notice, at a time that is mutually convenient to the parties and which will be minimize disruption of Member's operations. Member shall pay all costs for services rendered up to the effective date of termination and shall pay Marmot for all equipment and materials ordered by Member. Member shall also pay all costs associated with removal from the Integrated Library System and termination of the telecommunication circuits including, but not limited to extraction of records, deletion of scopes, disconnect fees and Marmot staff time, in accordance with the fee schedule in Attachment B, as it may be amended.
9. Warranty, Warranty Disclaimer, and Limitation of Liability.
 - a. Marmot warrants that it owns or has rights to use all assets, including software, hardware and equipment, necessary for the operation of the Marmot Library Network. It is expressly agreed that there is no warranty of merchantability or fitness for a particular purpose, expressed or

implied, by Marmot with regard to any software used in connection with the Marmot Library Network. Any workstations or peripherals that Marmot purchases on behalf of, and delivers to, Member immediately become the property of Member, and come with whatever warranty is provided by each manufacturer. Marmot does not manufacture, assemble, or warrant hardware procured on behalf of Member. Marmot does agree to perform the services contemplated by this Agreement to the satisfaction of Member and with the standard of care and skill of an expert regularly rendering services of the type required by this Agreement and in conformance with applicable law. Marmot shall not be liable for any direct, special, or consequential damages arising out of this Agreement, by use of the hardware or software by Member or the Marmot Library Network.

- b. As to the Enrichment Data and the Enrichment Services, Marmot makes no warranties, express or implied, and expressly excludes all warranties of merchantability and fitness for a particular purpose. Marmot makes no warranties or representations regarding the accuracy, adequacy, or completeness of the Enrichment Data or the Enrichment Services. In no event shall Marmot be liable for any indirect, incidental, special, or consequential damages arising out of the use of or inability to use the Enrichment Data or Enrichment Services.
 - c. All rights in Cover Images are reserved by the original copyright owners. Cover Images are provided "as is," and with all faults, without warranty of any kind. without limiting the foregoing, as to cover images, Marmot expressly disclaims any and all warranties, whether express, implied, or statutory, including without limitation any warranties of title, noninterference, non-infringement, informational content, merchantability and fitness for a particular purpose.
10. Excusable Delays. The parties shall use their best efforts to perform their duties under this Agreement in a timely fashion. However, the obligation of a party shall be postponed automatically if the party is prevented from meeting its obligation by reason of any causes beyond its reasonable control, except the obligation to make payment as provided in paragraphs 4, 5 and 6, provided the party prevented from rendering performance notifies the other party immediately and in detail of the commencement and nature of such a cause and the probable consequences thereof, and provided that such party uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.
 11. Enforcement. The prevailing party in any litigation concerning this agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceeding, including reasonable attorneys' fees. Litigation arising out of any dispute concerning the Agreement shall be brought only in Mesa County, Colorado.
 12. Notices. All notices required or provided herein shall be in writing, and shall be addressed to the party to whom said notice is directed and shall be deposited in the United States mail, certified mail, return receipt requested, with postage prepaid thereon. Such notice shall be effective on the date of receipt.
 13. Waiver. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
 14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.
 15. Public Contracts For Services. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will

confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

16. Relevant Colorado Laws. Financial obligations of Member payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The parties acknowledge that appropriation of moneys by Member is a governmental function which Member cannot contractually commit to in advance and that this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on Member tax or general revenues. In the event Member's board does not approve an appropriation of funds at any time during the term of this Agreement for any payment due or to become due for a fiscal year during the term of this Agreement, Member shall have the right to terminate the Agreements on the last day of the fiscal period for which sufficient appropriations were received, without penalty or expense. Member may terminate this Agreement by giving notice in writing that (a) funds have not been appropriated for the fiscal period, and (b) Member has exhausted all funds legally available for the payment. Marmot understands that certain information, including the Agreement and all Exhibits thereto, are public records available for public inspection and copying under the Colorado Public Records Act, C.R.S. §§24-72-201, et seq. and other applicable laws. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq.
17. Independent Contractor Role. Marmot shall perform its duties hereunder as an independent contractor and not as an employee. Neither Marmot nor any agent or employee of Marmot shall be deemed to be an agent or employee of Member.
18. Use of Intellectual Property. By signing below, Member agrees and acknowledges that the collection, creation, and arrangement of the Enrichment Data offered by Enrichment Providers constitutes intellectual property wholly owned by Enrichment Providers and/or their licensors. While it is understood that the Enrichment Data will be publicly available on open electronic networks, Member will use the Enrichment Data only for the intended purpose of augmenting Member's library online public and student access catalog and web site.
19. Proprietary Rights. The Enrichment Data and Enrichment Services made available to Member under this Agreement are protected by copyrights, trademarks, trade secrets, or other proprietary rights.

Member acknowledges that Enrichment Providers, their licensors, or both own all right, title and interest, including, without limitation, the copyright, in and to the Enrichment Data and the Enrichment Services and all components thereof. The copyright and title to all property interests in or to the Enrichment Data and the Enrichment Services are and shall remain in Enrichment Providers, their licensors, or both as owner and this Agreement shall not grant to Member, or any Member affiliate or agent, or any Member patron, student, volunteer, employee or user, any right of ownership therein. Member warrants and represents that Member and Member's patrons, students, volunteers, employees, users and agents shall not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Enrichment Data or the Enrichment Services, in whole or in part. If no specific restrictions are displayed, Member and users of the Enrichment Services may make copies of select portions of the Enrichment Data, provided that the copies are made only for personal use and any notices contained in the Enrichment Data, such as all copyright notices, trademark legends, or other proprietary rights notices are maintained on such copies. Except as otherwise permitted in this Agreement or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C. Section 107), neither Member nor users of the Enrichment Services may upload, post, reproduce, or distribute in any way Enrichment Data protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other propriety right.

20. Indemnification. Except as may otherwise be excluded from Marmot's liability under this Agreement, Marmot shall defend, hold harmless and indemnify Member, its officers, directors, employees, agents and attorneys, for, from and against any and all claims, demands, suits, fines, penalties, costs, expenses (including, without limitation, reasonable attorney's fees), and losses of every nature whatsoever, ("Marmot Damages") resulting from or caused by the negligence or fault of Marmot or its employees and agents and/or for Marmot's breach or violation of any of Marmot's representations, warranties, covenants or agreements contained in this Agreement. To the extent permitted by law, Member shall defend, hold harmless and indemnify Marmot, its officers, directors, employees, agents and attorneys, for, from and against any and all claims, demands, suits, fines, penalties, costs, expenses (including, without limitation, reasonable attorney's fees), and losses of every nature whatsoever, ("Member Damages") arising from Member's use or operation of the Marmot Library Network and/or Member's breach or violation of any of Member's representations, warranties, covenants or agreements contained in this Agreement.
21. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
22. Amendment. Except with respect to Attachment B which may be amended by Marmot in its discretion, this Agreement may be amended, modified or supplemented only by an instrument in writing executed by the parties hereto. In the event Marmot increases any prices or charges under the Agreement, Member may, at its option and without liability, terminate the Agreement by giving ninety (90) day written notice to Marmot.
23. Assignment. Neither this Agreement nor any right created hereby shall be assignable by either party without the consent of the other party.
24. Attachments. The provisions of the following attachments are included as part of this Agreement:
 - A. Marmot Provided Services
 - B. Fee Schedule

of this Agreement shall be effective unless reduced to a writing signed by both parties hereto; with the understanding the Attachment B may be revised from time to time at the discretion of Marmot. In the event Marmot increases any prices or charges under the Agreement, Member may, at its option and without liability, terminate the Agreement by giving ninety (90) day written notice to Marmot. This Agreement shall be binding on the parties hereto and their successors; provided, however, that this Agreement may not be assigned by either party without the written consent of the other party.

26. Effective Date of Agreement. This Agreement shall be effective as of October 1, 2012.

ENGLEWOOD PUBLIC LIBRARY

MARMOT LIBRARY NETWORK

By: _____

Randy P. Penn

Title: Mayor

Date: _____

By: _____

Title: Exec Director

Date: 5-21-2012

ATTEST:

Loucrishia A. Ellis, City Clerk

Attachment A – Marmot-Provided Services



Marmot Library Network price quote for
Englewood Public Library
April 18, 2012

HOSTED ILS SERVICES	Units	One-time	Annual
Basic System ¹	1	\$5,250	\$6,000
Scope setup by Ill	1	\$1,260	N/A
Additional Staff Sessions	12	\$0	\$28,440
Acquisitions Setup & Training	1	\$2,500	included
OverDrive hosting & support	1	\$1,500	included
OverDrive collection development		\$0	set by library
Data migration ²	1	\$0	N/A
INN-Reach (Prospector) ³	0	not included	not included
TOTAL FIRST-YEAR COST		\$10,510	\$34,440

¹ Basic System includes: Circulation, Cataloging, Acquisitions, Serials, Reports, Training, WAM, Content Subscriptions, shared OverDrive collection, unlimited VuFind OPAC, one (1) WAN Access or WAN Telecom Service, one (1) staff session, Council Seat, Continuing Education, Participation in Task Forces & Marmot User Group.

² Assuming you can provide bib & holdings data in MARC format, and patron data in comma-delimited format, and do not require circulation transaction data to be migrated, Marmot can provide this service at no charge.

³ The INN-Reach (Prospector) subscription is OPTIONAL. It includes membership in a regional union catalog and resource sharing system hosted by the Colorado Alliance of Research Libraries. It does not include full membership in the Alliance.

This quote is good for 90 days.

Attachment B Marmot Price List January - December, 2012

	One-time Fee	Annual Fee	Notes
Milennium Integrated Library System			
Basic System *	5,250.00	6,000.00	
Scope (1 required, more are optional)	1,260.00	0.00	Ill setup + Marmot staff time
Staff sessions	0.00	2,370.00	Simultaneous users
Acquisitions, Serials, Reserve Room and other Ill Modules	2,500.00	0.00	Ill setup + Marmot staff time
Express Lane self check	3,200.00	700.00	Ill cost + Marmot staff Time
SIP2 for 3rd-party self check & other SIP2 appliances	2,500.00	1,000.00	Ill setup + Marmot staff time
Data migration			n/a Outside contract may be needed to convert data
INN-Reach (Prospector) price for members joining Marmot after 2010	18,500.00	4,353.00	This Marmot fee does not include Alliance fee
Overdrive Installation	1,500.00	0.00	
Gold Rush	0.00		TBD Based on annual fee divided by total subscribers
* Basic System includes: Circulation, Cataloging, OPAC, Acquisitions, Serials, Reports, Training, WAM, Patron API, Catalog Enrichment Subscriptions, <u>OverDrive hosting but not OverDrive title purchases</u> , List Serves, Unlimited OPAC, one (1) WAN Access or Telecom Circuit, one (1) staff session, Council Seat, Continuing Education, Participation in Task Forces & User Groups			
Internet Services			
WAN Access for each additional site	n/a	300.00	For libraries that have their own ISP
WAN Telecom Service for each additional circuit	4,000.00	837.00	Telecom fee + router + Marmot Staff (ETS)
Local Area Network (LAN)			
IP address block setup	500.00	n/a	
IP address per workstation, server, or other device	n/a	163.00	
Data cabling certification (estimate)	2,000.00		Outside contract
PC Reservation and Print Management			
PCRes Management Console software per site	400.00	300.00	
PCRes client workstation software	included	20.00	
LPT1 Release Station software per site	400.00	300.00	
LPT1 client workstation software	included	20.00	
Wireless Access (WiFi)			
WiFi service (requires dedicated circuit)	4,000.00	837.00	Telecom fee + router + Marmot Staff (ETS)
Wireless access point	100.00	250.00	
Equipment			
Workstations (Public and Staff) without monitor			
Workstation	1,000.00	510.00	Estimate*
Portable (notebook) Desk Top Replacement	1,400.00	510.00	Estimate*
Microsoft Office Professional (Current Release)	100.00	n/a	Estimate*
Monitors			
17" Digital Height Adjustable	150.00	0.00	Estimate*
19" Digital Height Adjustable	225.00	0.00	Estimate*
Other sizes available, please call			
Printers			
Receipt Printer Thermal with autotocut	220.00	0.00	Estimate*
Bar Code Readers			
Datalogic Wired Barcode Scanner	184.00	0.00	Estimate*
Micrologic Wireless Barcode Scanner	399.00	0.00	Estimate*
Cooperative Purchase Program			Group discount. Actual price
Extended Technical Services per hour	53.80	n/a	

* Marmot leverages group buying discounts and invoices member libraries at our cost. Equipment prices vary by time of year and configuration. Please contact Marmot to discuss your needs.

Members paying more than \$90,000/year across all Marmot services will receive a 5% discount on the total bill.

There is no longer a 2% discount for annual instead of quarterly payments.

Effective January 1, 2012

COUNCIL COMMUNICATION

Date: July 2, 2012	Agenda item: 11 a i	Subject: Amendments to Title 16 and Title 11-3-3 of the Englewood Municipal Code Concerning Signs
Initiated By: Community Development Department		Staff Source: Alan White, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

In October 2009 City Council enacted a moratorium, or temporary suspension, on the enforcement of provisions of the Englewood Municipal Code pertaining to banners and portable signs. In February 2010, Council enacted a second moratorium as a result of a Colorado Court of Appeals decision dealing with murals. In late 2010 the two moratoria were combined into a single resolution to provide staff and the Planning and Zoning Commission the opportunity to review the Sign Code and make recommendations for possible amendments. The current extension enacted as Resolution No. 39, Series of 2012, is scheduled to expire on August 6, 2012. Amendments to the Sign Code were presented to Council at the April 9, 2012 Study Session.

PREVIOUS PLANNING COMMISSION ACTION

The Commission conducted a Public Hearing to consider public comment on the proposed amendments to 16-6-13: Signs on June 5, 2012. One member of the public attended the Hearing, but did not speak. Following discussion the Commission voted 7 to 0 to forward to City Council a recommendation to approve the proposed amendments with the following amendments:

1. In 16-6-13.E.2.b.(3) remove the following: , but shall not include fluorescent bulbs
2. In Table 16-6-13.11: Table of Allowed On-Site Accessory Signs and Advertising Devices add Notes to Table ⁵ which states: For Regulations of Signs in the public right-of-way 16-6-13.D.2.f.(5)(c). Under Additional Regulations for Portable, add the following:
 - Regulation of signs in the public right-of-way: See Notes to Table ⁵

These amendments have been incorporated into the proposed Bill for an Ordinance.

RECOMMENDED ACTION

Recommendation from the Community Development Department to adopt a Bill for an Ordinance authorizing amendments to 16-6-13: Signs and associated amendments regarding signs to Title 16: Unified Development Code and Title 11: Public Ways and Property of the Englewood Municipal Code. The Department further recommends that Council set July 16, 2012 as the date for Public Hearing to consider testimony on the proposed amendments.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Sign Code regulations have remained relatively unchanged for nearly thirty years. The City recognized that sign regulations were out of date and had not kept pace with industry changes; signage was becoming more technologically sophisticated with the use of electronic signs. Initial work on possible amendments to the Sign Code began in 2006 with a code analysis by an outside consultant. Two significant events were the catalyst for updating the Sign Code; the 2009 Public Forum on sign issues, and a finding by the Colorado Court of Appeals that the Sign Code's special review procedures were unconstitutional.

Input gathered at the 2009 Public Forum focused on the Sign Code being out of date, too complex, and most importantly not reflective of business needs or current economic conditions. City Council directed staff to address temporary signage, such as banners and sandwich boards.

The Planning and Zoning Commission discussed and reviewed current regulations and proposed amendments at eighteen study sessions. Drafting of proposed amendments culminated in an open house Public Forum on May 17, 2012, to provide updates and information and gather public input regarding the proposed amendments. The Forum included comparisons of the current Sign Code and proposed amendments, photos, an opinion survey, and a question and answer discussion. Eight members of the public attended, including representatives from three major billboard companies.

Public outreach and public input opportunities to date have included:

- Periodic updates to Alliance for Commerce in Englewood (ACE) and South Broadway Englewood Business Improvement District (BID).
- All Commission study sessions open to the public and public provided input at several
- "Public Comment" draft, fact sheet, amendment summary published as "Hot Topics" on City website
- Above information provided to media, the Greater Englewood Chamber of Commerce
- Online comment form available on City website for public
- *Englewood Citizen* cover story about the amendments and opportunities for public input
- PowerPoint presentation at (ACE) meeting
- Amendment summary presentation at (BID) meeting
- Draft sent to local sign contractors for review and input
- Draft sent to Colorado Sign Association (CSA) for review and input (See attached International Sign Association's comments on CSA's behalf in Staff Report - Exhibit B).
- Website front page news item announcing May 17 Public Forum
- Notice of May 17 Public Forum sent to the 220 subscribers signed up to receive notices of public forums and community meetings
- News release regarding the Public Forum sent to:
 - *Denver Post* (article published)
 - *Your Hub* (article published)
 - *Englewood Herald* (article published)
 - *Villager*
 - Channels 2, 4, 7 and 9
 - KOA News radio

CONCLUSION

The proposed amendments are intended to:

1. Meet business community needs (temporary signs, larger signs, flexibility),
2. Meet administrative needs (easy to use, administer, interpret, explain, and enforce),
3. Maintain community character (balance aesthetic concerns with need to advertise),
4. Meet legal standards for an effective and defensible Sign Code.

FINANCIAL IMPACT

Financial impacts of the proposed Sign Code amendments include loss of permit fee revenue for banners that were previously considered "temporary". This loss is likely to be offset by revenues generated by permit fees for portable signs (i.e. A-frames) proposed to be allowed on the public sidewalk.

LIST OF ATTACHMENTS

Staff Report - June 5, 2012
Planning and Zoning Commission Minutes - June 5, 2012
Planning and Zoning Commission Findings of Fact - June 5, 2012
Bill for an Ordinance



CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission
FROM: Alan White, Community Development Director
Tricia Langon, Senior Planner
DATE: June 5, 2012
SUBJECT: Case # 2009-05
Amendments to Unified Development Code 16-6-13: Signs

RECOMMENDATION:

Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption of proposed amendments to Title 16, Chapter 6, Section 13: *Signs* along with associated amendments to Table 16-2-2, Sections 16-5-2, 16-9-5, and 16-11, as well as Title 11-3-3.

BACKGROUND:

- *Early Sign Code Regulations*

Rudimentary sign regulations were adopted with the first Zoning Ordinance in 1940. In that Code, as well as the 1955 and 1963 updates, each zone district had separate sign regulations. In 1985 sign regulations became a separate section of the Municipal Code under 16-4-19: *Sign Code*. Amendments adopted in 2000, commonly referred to as the "Creative Sign Code", allowed "historical or creative exceptions to signs which enhance redevelopment in the South Broadway corridor." In 2004 the Sign Code was reformatted without substantive changes as part of the revamped Unified Development Code (UDC).

Sign Code regulations have remained relatively unchanged for nearly thirty years. The City recognized that sign regulations were out of date and had not kept pace with industry changes; signage was becoming more technologically sophisticated with the use of electronic signs. Initial work on possible amendments to the Sign Code began in 2006 with a code analysis by an outside consultant.

- *2007 Code Challenge*

In 2007 a citizen and Council complaint of murals in violation of the Sign Code led to the issuance of a Summons and Complaint to Municipal Court. The business owner challenged the portion of the Sign Code related to murals in a civil action in Arapahoe County District Court and

appealed the case to the Colorado Court of Appeals. That Court found the Sign Code requirement for City Manager review and approval of certain types of signs (murals) was unconstitutional because it lacked a time frame for approval. As a result, Council enacted a moratorium or temporary suspension of enforcement of wall mural regulations and the discretionary approval process. The 2010 moratorium was intended to give staff and the Planning and Zoning Commission the opportunity to review the Code and make recommendations for possible amendments. That moratorium continues to the present.

- *2009 Public Forum*

In the summer of 2009, the City took enforcement action on several complaints regarding banners. At the same time business owners requested the ability to advertise using sandwich board signs on the public sidewalk. City Council directed staff to address the banner and sandwich board portions of the Sign Code. The City hired a neutral, third party facilitator, June Ramos of J. Ramos Associates, LLC to assist in the process of eliciting ideas and concerns from all interested stakeholders. In September a public forum was held to gather input on sign regulations, to identify issues, and present solutions pertaining to temporary signs. Stakeholders at the forum provided the following:

Identified Concerns:

- Code out of date; not reflective of current business needs and economic conditions
- Inconsistent enforcement
- Status quo is no longer acceptable
- Current Code too complex
- City not business friendly
- Process to revise Code takes too long
- Too much signage causes deterioration
- Need for tasteful temporary signage
- Desire for moratorium on enforcement of temporary signage

Suggested Solutions:

- Suspend rules governing banners and sandwich boards
- Permit one banner per business; tied down
- Allow tasteful, appropriate signage
- Promote City/business partnership

- *Banner and Portable Sign Moratorium*

As a result of the comments provided at the September 2009 public forum Council enacted a moratorium or temporary suspension on enforcement of banner and portable sign regulations. The moratorium continues today and halted the prohibition of banners and portable signs.

- *Sign Code Amendments*

Analysis and review continued in late 2009 with a meeting with area sign contractors who provided input and ideas on how to address sign regulations. The outcome was a decision to re-write the entire Sign Code rather than addressing the mural, banner and sandwich boards as individual issues. In 2011 Council made completion of draft amendments a priority. Staff worked with the Planning and Zoning Commission to review and prepare draft amendments to

replace the existing 16-6-13: *Signs* in its entirety. The Planning and Zoning Commission used the following guiding principles when considering the proposed amendments:

1. Meet business community needs (temporary signs, larger signs, flexibility),
2. Meet administrative needs (easy to use, administer, interpret, explain, and enforce),
3. Maintain community character (balance aesthetic concerns with need to advertise),
4. Meet legal standards for an effective and defensible Sign Code.

Based on these principles proposed amendments to sign regulations were reviewed, discussed, and refined during eighteen Planning and Zoning Commission study sessions.

- *Public Outreach*

All Planning and Zoning Commission study sessions were open to the public and at various times throughout the review process citizens provided input regarding sign regulations. At the completion of the review process staff prepared a "Public Comment" draft of the proposed amendments as they would appear in the codified code. The draft was sent to other Departments and Divisions of the City for comment. The draft was then placed on the City's website along with a sign code fact sheet and a summary of proposed amendments by topic. In addition, an online comment form was made available for public input. As of the date of preparation of this Staff Report, the Community Development Department received 2 written comments, which are included as Exhibit A. This same information was sent to the Greater Englewood Chamber of Commerce.

The Englewood Citizen also featured a front page article about the proposed amendments and opportunities for public comment. Director Alan White presented an amendment summary to the Alliance for Commerce in Englewood (ACE) and the South Broadway Englewood Business Improvement District (BID).

Community Development sent the Public Comment draft to local sign contractors who previously agreed to review and provide input from an industry perspective. The draft was then sent to the Colorado Sign Association (CSA) for review. Comments provided by the International Sign Association on CSA's behalf were favorable and are included in this Staff Report as Exhibit B.

- *2012 Public Forum*

Community Development staff conducted a Public Forum on May 17, 2012 to provide updates and information and gather public input regarding the proposed Sign Code amendments. Comparisons of the current Sign Code and proposed amendments, with accompanying photos, were presented for principal signs, accessory signs, accessory signs on the public sidewalk, murals, billboards, and human signs. The public was asked to tour the various displays and respond to survey questions. Eight members of the public attended the open house forum and participated in a question and answer discussion. Three of the eight attendees represented major billboard companies.

ANALYSIS:

The attached Public Hearing document is the culmination of many months of work and careful consideration by the Planning and Zoning Commission. The Commission acknowledged three crucial concerns in developing the proposed amendments:

First, that signs are an important and vital form of communication for Englewood businesses. Existing sign regulations have not kept pace with sign industry advancements. The use of electronic message display signs utilizing computer technology is increasing. Current economic realities make it difficult for businesses to continue without an adequate means of advertising including having larger signs or portable signs that can be easily changed out to meet advertising needs. Permitting the flexibility for larger signs is based on the premise that fewer and larger signs are in both public and private interests.

Next, the regulation of signs, as a form of communication, raises potential freedom of speech issues under the First Amendment of the U.S. Constitution. Thus the definition of "sign" should focus on what a sign does (advertise, direct, inform) and be broad enough to include all signs, without regard to physical appearance or the content of the message. Several sections of the existing sign regulations define what is or is not allowed on a sign, i.e. awning signs "shall only identify the business by name and/or address". To be legally defensible new regulations need to apply equally to all signs and be content neutral. The new regulations can reasonably place restrictions on time, place, or type of signs in the City. Therefore a new Code may regulate the size, shape, location, height, setback, material, structure, number, spacing, or movement of a sign because such regulations are unrelated to content (speech) and also support the community interests of traffic safety and aesthetics.

Finally, there needs to be a balance of the above business concerns with a community desire to maintain an aesthetically pleasing City without sign "clutter". As stated in the first concern the flexibility of allowing somewhat larger signs increases the area of individual signs without adding more signs. The business gets larger signs (more advertising area) and the public perceives less clutter. The Commission also considered effective signage over what was perceived as attention getting devices. A well-designed and well-placed sign especially when part of an overall marketing strategy can lead to more customers and a better bottom line. Devices such as balloons or shimmery streamers may attract attention, but can be perceived as clutter and not in keeping with the business or the community's character.

Using the above concerns and the four guiding principles the Commission focused on developing sign regulations based on sign design and structure with signs being classified as "Principal", "Accessory", or "Incidental". Using these three sign classifications the Commission next considered what signs to regulate and how to regulate them.

A principle sign is one that is attached to a building, structure, or the ground, is made of durable materials approved by the City, and requires a Sign Permit. These signs are often thought of as permanent signage because they tend to be professionally installed and remain in place for an extended period of time. Regulations for a principal signs were addressed by the type of sign (i.e.

wall sign vs. a ground monument sign) and the zone district in which it is located (i.e. residential vs. commercial zone).

Accessory signs are those previously known as “temporary” because they either had a time limit for placement or were made of non-durable materials and therefore did not last. Accessory signs on private property do not require a Sign Permit and generally have fewer overall regulations than Principal signs.

Incidental signs are those that the Commission felt were universal or omnipresent, such as accepted credit card decals, vending machines, or café umbrellas. They do not require a Sign Permit and have very limited restrictions.

PROPOSED AMENDMENTS:

Highlights of the proposed amendments to 16-6-13: *Signs* are summarized in Exhibit C: Summary of Proposed Sign Code Amendments by Topic. The Summary outlines the major substantive amendments but does not include every proposed change. Also included with amendments to 16-6-13: *Signs* are the following associated amendments intended to provide consistency across Chapters of Title 16 and Title 11:

Table 16-2-2	Establishes procedures for Landmark Sign review.
16-5-2	Edits the citation reference based on the reformatted 16-6-13: <i>Signs</i> .
16-9-5	Updates 16-9-5: <i>Nonconforming Signs</i> for consistency with 16-6-13: <i>Signs</i> .
16-11	Relate only to terms and definitions used in 16-6-13: <i>Signs</i> .
Title 11-3-3	Allow portable signs on public sidewalk consistent with 16-6-13: <i>Signs</i> .

The proposed amendments are presented in two formats:

1. **Exhibit D: P&Z Public Hearing: Proposed Amendments to 16-6-13: *Signs*.** This is the format used by the Commission during study session reviews and includes edits from the last Commission Sign Code study session on May 8, 2012. The proposed amendments are shown as they would appear in a finalized, or codified, format in the EMC.
2. **Exhibit E: Blackline 16-6-13: *Signs*.** The proposed amendments are shown within the text of the current 16-6-13: *Signs* with deleted material ~~struckout~~ and new material double underlined. This format was prepared by the City Attorney's Office.

EXHIBITS:

- Exhibit A: Submitted Written Public Comments
- Exhibit B: International Sign Association Comments
- Exhibit C: Summary of Proposed Sign Code Amendments by Topic
- Exhibit D: P&Z Public Hearing: Proposed Amendments to 16-6-13: *Signs*
- Exhibit E: Blackline 16-6-13: *Signs*

Tricia Langon

Subject: FW: Sign Code Comment

From: Nancy Fenton On Behalf Of Community Development
Sent: Monday, May 14, 2012 10:50 AM
To: Tricia Langon
Subject: FW: Sign Code Comment

Nancy Fenton
Community Development Department
Phone: 303-762-2347
Fax: 303-783-6895

From: info@englewoodgov.org [mailto:info@englewoodgov.org]
Sent: Monday, May 14, 2012 10:49 AM
To: Community Development
Subject: Sign Code Comment

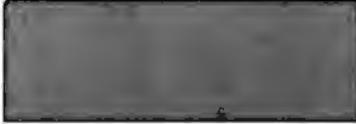
City of Englewood Online Form (Sign Code Comment)

NAME: Donna Driscoll

E-MAIL ADDRESS: [REDACTED]

QUESTION OR COMMENT: Regarding 'portable signs' on the public sidewalk - AFrame sandwich board signs. Very standard size for the sign face is 3ft tall x 2ft wide...the entire structure is TALLER than 3 feet. Consider changing the maximum height to 48".

Bill Clayton



Mayor Randy Penn
Members of the Englewood City Council

May 14, 2012

In the interest of time and so forth, I am just going to present my thoughts to you in writing, so as to spare you having a longer night discussing the sign code.

As the economy begins to improve, retail shopping districts across the Denver area are gearing up to aggressively compete for business. All you have to do is look around; festivals on South Gaylord; Western Welcome Week in Littleton, Park Meadows, Highlands, downtown Denver, Aurora, Southwest Plaza....and on and on, not to mention the new center in Sheridan, right across Santa Fe.

Those of us who live in Englewood sorely miss the shopping opportunities we once had, and would love to see the day when we have more stores, restaurants, and more activity along Broadway and in Englewood's other shopping areas as well.

I believe that in the future Englewood must be aggressive about attracting new retail businesses and holding on to the ones we have.

So Englewood is at a crossroads, with one choice being to continue to muddle along and the other to pursue economic prosperity as the state and national economic conditions improve. We CAN attract businesses, but make no mistake about it...other shopping areas are going to be working hard to make THEIR business areas "the place to be."

A valuable tool for Englewood can be a sign code that encourages innovative, creative, exciting and fun signs as marketing tools—not just rules and prohibitions— for the business community.....

Why can't we encourage sign design that gives equal weight to being exciting and fun and innovative and creative as well as protecting "the right of the public to be protected against the visual discord" ----Obviously, sign code authors don't like fun, or creative, or innovative as much as they like rules, regulations, and saying NO!!!

The current code seems to view signs as if they are a punishment inflicted on the community, instead of a source of important information conveyed through the use of innovative and creative design, art, motion and color—creating an atmosphere of excitement and fun in our business districts to attract consumers and build prosperity.

For a new business the most expensive part of their start up advertising is probably their outdoor sign. Signs are expensive, and necessary. If the sign works, it is great. If not, the business has a big problem that is very hard to fix.

Imagine an Englewood where customers stop at a store, restaurant, or other establishment because "I saw their cool sign and decided I should stop."

Imagine an Englewood where the sign code is part of a more useful marketing tool for business, where a business is encouraged to innovate, be creative, and put up fun exciting signs....where the code officials say "yes, we will help you market your business and our sign code encourages flexibility to accommodate your needs.

Imagine an Englewood recognized by all as THE place to be in business, in part because the City understands the need for better signage, so businesses can be successful.

After all, we are not talking about signs in a park, a cemetery, a retirement home, a quiet residential area....we are talking about signs for retail businesses, along a busy street or highway, for shops which bring in the sales taxes which pay the bills in Englewood!!

Englewood has taken a good first step with the proposed sign code revisions, but I hope you will also step back a bit and ask yourselves just how the businesses and the whole community will be better off after the sign code changes.

So with that in mind, I have several suggestions.

- 1) Change the "Purpose" by adding, under 16-6-13 1. Purpose:

"Encourage sign designs for Englewood businesses which are innovative, creative, interesting, exciting and fun, so that Englewood Businesses can market their business and Englewood more effectively."

And don't just change the wording.....change the attitude so that the City of Englewood becomes the place to be for business because the answer is "yes we will help you", not "no the code won't allow it."

- 2) Find a way to reduce the size and complexity of this new 40 page sign code, which replaces a 17 page sign code. How on earth can anyone read, interpret and understand this, let alone figure out what they can and can't do? Surely you can do better.

Find a way to prohibit less things, and insert a process to allow more innovation and creative, exciting, fun designs.

- 3) Encourage cooperative signage for businesses within one block of Hampden and Broadway. Some time ago we determined that it would help businesses without street frontage, such as the Vet hospital behind LePeep with a sign on Hampden, and the

monument sign for Country Buffet and Hobby Lobby, even if they didn't have common ownership. This should be allowed and encouraged.

- 4) Allow a broader range of temporary signs for the first 90 days a business is open. Obviously the current moratorium on signs has not resulted in the chaos some had predicted, and neither will allowing a new business to use balloons, banners, and other means to highlight the fact that theirs is a new business.

By the way, what is wrong with balloons, flags, pennants, flashing lights, etc anyway? (Except that they are fun and exciting, and sign code writers don't like fun and exciting.) What is such a big deal about tying a few balloons on your sidewalk sign? Or the railing to your dining area? Is this a health hazard, a safety hazard? Are we "visually assaulted" by a few balloons or pennants?

- 5) Allow electronic message boards and reader boards which change copy, have animation, movement, flash, change colors and so forth. Come on people, this is 2012, not 1812. We have exciting video technology that can be used for exciting retail signs....are we afraid of the fun and excitement of interesting signs in our retail areas? I notice that Denver now has several signs like this, along Speer Boulevard and other locations. Why can't Englewood move into the 21st century too?
- 6) Return the appeals process for measurement of signs (16-6-13) to the Board of Adjustment and Appeals after an administrative appeal to the City Manager. Under 16-2-16 the city already has a comprehensive appeals process using the Board of Adjustment and Appeals for Sign Code appeals.

The Board of Adjustment and Appeals is a quasi judicial board established for that very purpose, and has procedures and protocol in place.

The BAA has faithfully carried out its responsibilities in this area for decades, and I would think Planning and Zoning would have a built in conflict hearing an appeal to the rules it has written.

In Summary, I would note that Englewood businesses have not had the benefit of a progressive, innovative sign code for decades, and we can all see how this has put our community at a disadvantage by just driving down Broadway. It is time to change that, and to look forward to the opportunity to allow our businesses to add some fun, excitement, creativity and innovative design to our retail district so that we can all reap the benefits of better places to shop and eventually higher sales tax revenues for the city.

Best Wishes,



Bill Clayton

Hello Tricia:

I am contacting you on behalf of the Colorado Sign Association and the International Sign Association. Both Associations are actively involved in sign legislation in Colorado by working with jurisdictions to create enforceable, and reasonable sign codes. We appreciate that the proposed draft has many excellent additions, including a substitution clause, which is not typical!

We offer the City the following recommendations:

- We recommend that the purpose include a statement that addresses the protection of free speech, since the protection of free speech is a fundamental requirement for a sign code. We suggest the following language: To ensure that the constitutionally guaranteed right of free speech is protected.
- The proposed height limitation for menu board is 8' and area 35 sq. ft. We suggest a height of 9' and the area be increased to 70 sq.ft., since menu boards have continued to increase in size. Some menu boards will require a variance with the proposed limitations.
- We recommend that section 2.d. be stricken from the code. Nits rating is not standard in the industry except for LED signs. ~~d. Applications for Sign Permits for any illuminated sign shall include the manufacture's NIT (candela per square meter) rating.~~
- The EMC section of the code requires EMCs to be repaired in 48 hours if a malfunction occurs or the sign needs to be turned off. We recommend that the EMC just be required to have the image not change rather than turned off, since most signs cannot be repaired in 48 hours. To require a business to turn off the sign would create a hardship for that business.
- The EMC section of the code has 500 NITS for night and 5,000 for daytime, or .3 footcandle whichever is less. We suggest ISA's .3 foot-candle illumination standards and no daytime limitations or an increase in daytime to 7,500 NITS. An EMC in direct sunlight at 5,000 nits will appear washed out and not have safe and effective viewing for motorists. An advantage for the jurisdiction is that the foot-candle methodology is easily enforceable with a light meter. Enforcement of nits guidelines requires the use of a nits gun which much more costly than a light meter. A copy of the ISA EMC nighttime illumination recommendations and enforcement methodology is attached.

Thanks you for your consideration of our recommendations. Do not hesitate to contact me with any questions.

Best Regards,

James B Carpentier AICP
State & Local Government Affairs Manager

International Sign Association

Over the past year, Englewood's Community Development staff has been working with the Planning and Zoning Commission on updates to the City's Sign Code. The last major update was in 1981 and much has changed in the advertising industry since then.

Background:

The City of Englewood's existing Sign Code has been characterized by businesses and sign contractors as too complex, too restrictive, and out-of-date. In response to business community needs, the City recognized the need to update the Sign Code to reflect technological advances in the sign industry over the past three decades and to clarify some areas and simplify the code with tables and diagrams.

The following is a summary of the proposed amendments to *16-6-13: Signs* of the Englewood Municipal Code:

ACCESSORY (Temporary) SIGNS – On-Site

The current Sign Code prohibits banners, pennants, wind signs, inflatable devices, and portable signs often used for short-term advertising. Under very limited situations a banner could be displayed for two weeks.

Proposed Amendments:

- Applies to on-site accessory signs
- Two (2) accessory signs allowed
- No permit required
- No time limit
- The type of sign determines an on-site accessory sign's maximum size
- Allowed: wall banner, wind-driven, inflatable, portable sign or object
- Prohibited accessory signs: strings of pennants or fringe, streamers, balloons (party type).
- Not subject to Variance request

Englewood Municipal Code § 16-6-13(G)

Pg. 32 – 35 (Public Hearing Draft)

DEFINITIONS

The current Sign Code contains more than 60 sign-related definitions; some are duplicates, some are no longer used or are outdated. Current Sign Code definitions do not address new technologies (i.e. electronic terminology).

Proposed Amendments:

- Delete unused definitions
- Update/edit other terms
- Insert new definitions (i.e. related to electronic displays)

Englewood Municipal Code § 16-11-2(B)

Pg. 43 – 49 (Public Hearing Draft)

NOTE: Summary of proposed substantive amendments - does not include every text change.

ELECTRONIC MESSAGE DISPLAY SIGNS

The current Sign Code has no provisions for electronic signs but does allow time/ temperature and other signs that may flash every two seconds.

Proposed Amendments:

- Allowed in Medical, Business and Industrial Districts; size based on allowed sign area.
- Images must remain static for at least 10 seconds before changing.
- Image change must occur within 0.3 seconds
- Image change methods: fade, dissolve, instantaneous
- Sign brightness (for day vs. night display) controlled by dimmer software
- Existing electronic message displays must comply with new standards by 12/28/12
- Electronic message displays prohibited in R1 and R2 residential districts
- Allowed in R-3 Districts up to 20 square feet

Englewood Municipal Code § 16-6-13(F)(6)(b)(5)

Pg. 26 – 27 (Public Hearing Draft)

ILLUMINATION

The current Sign Code contains no standards for sign brightness.

Proposed Amendments:

- Allowed illumination methods: internal, external, integrated, electronic
- Brightness standards established for each illumination method
- Prohibited illumination: strobe light, accessory, and home occupation signs
- No sign illumination between 11:00 PM and 7:00 AM in residential zones except for 24-hour medical services, police and fire
- Manufacturer's rating must be provided with sign permit application
- Electronic message display signs are allowed in non-residential districts

Englewood Municipal Code § 16-6-13(E)(2)(i)

Pg. 13 -14 (Public Hearing Draft)

HUMAN SIGNS

The current Sign Code contains no provisions for signs held, attached to or worn by a person.

Proposed Amendments:

- No sign permit required
- Maximum Number: One (1) per business
- Maximum Area: The maximum area of a sign held or attached to a human shall be ten (10) square feet
- Private property: Allowed
- Public right-of-way: Allowed on the public sidewalk only
- Prohibited in street, alley, or median
- Prohibited in all R1 and R2 residential districts
- Electronic components prohibited
- Placement of any item or object (i.e. chairs) on the public right-of-way is prohibited

Englewood Municipal Code § 16-6-13(G)(2)

Pg. 35 (Public Hearing Draft)

NOTE: Summary of proposed substantive amendments - does not include every text change.

INCIDENTAL SIGNS ALLOWED WITHOUT SIGN PERMIT

The current Sign Code allows several types of signs (i.e. scoreboards, bulletin boards, political yard signs, holiday decorations) without a Sign Permit provided they meet certain number or size standards.

Proposed Amendments:

- Add the following to the list of signs that can be displayed without a permit:
 - Drive-thru menu boards
 - Kiosks
 - Café table umbrellas
 - Vending machines
- Time limitations for political, ideological and holiday decorations removed

Englewood Municipal Code § 16-6-13(B)

Pg. 4 -7 (Public Hearing Draft)

NONCONFORMING SIGNS

The current Sign Code allows nonconforming signs to be maintained provided they are not altered in size or height. Also nonconforming signs must be terminated when there is a change in lessee, business, or property ownership, or if the sign is damaged more than 50% of its total replacement value.

Proposed Amendment:

- Sign termination clause eliminated for change in lessee, business, or property ownership
- Landmark nonconforming sign section added that allows certain signs to be reconstructed even if damaged more than 50%. A hearing, with public notice, before the Planning and Zoning Commission is required

Englewood Municipal Code § 16-9-5

Pg. 41 – 43 (Public Hearing Draft)

PRINCIPAL SIGNS

The current Sign Code guarantees at least three (3) signs for each use; those signs may total up to 80 square feet. Larger uses and properties are eligible for more signs and more sign area. There are no requirements for sign material or construction.

Proposed Amendments:

- Guaranteed minimum sign area for any use: Increased from 80 to 100 square feet
- Street frontage factor standardized for all locations at 2 square feet (some were factored at 1½ square feet)
- Maximum individual sign: Increased from 100 to 125 square feet
- Minimum clearance from grade: Increased from 7 feet to 8 feet
- Maximum sign height: Increased from 20 feet to 25 feet
- Wall sign: 25% of a wall sign may extend above the roofline (maximum extension: 3 feet)
- Window sign: No permit required and does not count toward sign area allotment if coverage is less than 25% of glazed area on a building façade
- Projecting sign: 25 square feet maximum area eliminated
- Prohibited principal sign materials established: Corrugated plastic (i.e. Coroplast), fabric, cloth, canvas, foam board, paper, cardboard, poster board, thin-gauge aluminum, vinyl banner material,

NOTE: Summary of proposed substantive amendments - does not include every text change.

plywood, chipboard, particle board, medium density fibreboard (MDF), oriented strand board (OSB), or similar products

Englewood Municipal Code § 16-6-13(F)

Pg. 18 -31 (Public Hearing Draft)

PROHIBITED SIGNS

❖ Vehicular Signs

The current Sign Code is unclear if a vehicle with signage is a prohibited “wheeled advertising device”.

Proposed Amendments:

- No vehicle with a sign affixed to it may be parked on private property or in the public right-of-way for the primary purpose of advertising. This does not apply to:
 - Vehicles operated in the normal course of business or parked or stored in the normal course of business delivery or another commercial purpose.
 - Mobile advertising vehicles legally in transport on a public roadway
- Signs in beds of trucks parked on private property are prohibited

❖ Roof Signs

The current Sign Code allows roof signs only for buildings fronting along South Broadway.

Proposed Amendments:

- Restore the prohibition for all roof signs that was in effect prior to the adoption of the South Broadway Sign Code in 2000. (Two applications for roof signs have been submitted in the subsequent 12 years)

❖ Snipe Signs

The Current Sign code does not address “snipe” signs.

Proposed Amendments:

- Prohibit any sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, utility poles, traffic devices, or similar objects

Englewood Municipal Code § 16-6-13(C)

Pg. 7 (Public Hearing Draft)

RULES OF MEASUREMENT and COMPUTATION

The current Sign Code utilizes an “8-Line Rule” to determine the area of a sign.

Proposed Amendments:

- Area is based on standard mathematical methods enclosing the extreme limits of the sign using any number of lines
- 3-D objects: Based on length x width of the object’s largest profile
- Multi-faced signs: Sign display surface (face) standardized

Englewood Municipal Code § 16-6-13(E)(3)

Pg. 14 – 18 (Public Hearing Draft)

NOTE: Summary of proposed substantive amendments - does not include every text change.

SIGNS IN THE PUBLIC RIGHT-OF-WAY

The current Sign Code prohibits all signs in the public right-of-way. Sections of *Title 11: Public Ways and Properties* EMC prohibit private signs on the public sidewalk.

Proposed Amendments:**Portable Signs on the Public Sidewalk**

- Allowed for buildings within 2.5 feet of the public sidewalk
- One (1) portable sign allowed on the public sidewalk
- A portable on the public sidewalk counts as one of the two allowed accessory signs
- Allowed types: A-frame sandwich board, pedestal, 3-D object
- Time: only during business hours
- No moving parts or attachments
- Maximum height: 3 feet
- Maximum Width: 2.5 feet
- Illumination: self-contained only
- Sign Permit required
- Temporary Occupancy of the Public Right-of-Way Permit and Indemnity Agreement required with annual renewal fee

Englewood Municipal Code § 16-6-13(D)

Pg. 8 – 11 (Public Hearing Draft)

SIGN BONUSES

The current Sign Code grants sign area bonuses for multi-occupant properties, high-rise buildings, and buildings set back more than 100 feet from the public right-of-way.

Proposed Amendments:

- Wall sign may be considered for the multi-occupant bonus
- Multi-occupant bonus increased from 100 to 125 square feet
- Additional multi-occupant sign permitted for each street frontage greater than 150 feet
- Minimum building height for bonus consideration increased from 60 to 75 feet to coordinate with Building Code definition of “high-rise”
- Sign area bonus for buildings set back more than 100 feet from the public right-of-way increased from 100 to 125 square feet

Englewood Municipal Code § 16-6-13(H)

Pg. 35 – 37 (Public Hearing Draft)

SUBSTITUTION CLAUSE

The current Sign Code does not contain such a clause.

Proposed Amendment:

- To ensure all signage is afforded equal protection under the Code, any authorized sign may contain either commercial or non-commercial copy

Englewood Municipal Code § 16-6-13(A)(9)

Pg. 3 (Public Hearing Draft)

NOTE: Summary of proposed substantive amendments - does not include every text change.

VISIBILITY

The current Sign Code contains very limited language on sign placement related to traffic and pedestrian visibility.

Proposed Amendments:

- Diagrams added illustrating “sight triangles” where signage is restricted at intersections and ingress/egress points
- Pole sign minimum clearance increased from seven feet to eight feet
- Provision added where the City Traffic Engineer can review on a case-by-case basis to allow a sign in a “sight triangle” if the sign does not affect safety

Englewood Municipal Code § 16-6-13(E)(1)

Pg. 12 (Public Hearing Draft)

WALL MURALS

The current Sign Code allows one wall mural on the side or rear wall of a principal building only on properties along the South Broadway corridor. It requires a sign permit and can be up to the use’s maximum allowed sign area.

Proposed Amendments:

- Remove from the list of prohibited signs
- Wall murals are classified as “works of art”
- No permit required, provided it does not contain a commercial message
- Allowed in any district
- Any number and size allowed
- No electronic components permitted
- Two square feet sign allowed to identify the mural artist
- No illumination of wall murals in R-1 and R-2 zone districts between 11:00 PM and 7:00 AM

Englewood Municipal Code § 16-6-13(B)(21)

Pg. 6 (Public Hearing Draft)

DELETED MATERIAL

The following material is not included in the proposed amendments:

CONTENT NEUTRALITY – Several sections of the current Sign Code restrict or limit what can be included on a sign. All references to the content of a sign are deleted

SOUTH BROADWAY SIGN CODE – The current Sign Code has two sets of sign standards; one for properties fronting along the South Broadway corridor, another for the rest of the City. The standards are now combined and all non-residential districts in the City have been upgraded to the previous standards applying to the South Broadway corridor

TIME LIMITATIONS – Time limits on the number of days a sign may be displayed are deleted

NOTE: Summary of proposed substantive amendments - does not include every text change.

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
June 5, 2012**

Minutes and audio are available at:
<http://www.englewoodgov.org/Index.aspx?page=152>

I. CALL TO ORDER



The regular meeting of the City Planning and Zoning Commission was called to order at 7:01 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Brick presiding.

Present: Bleile, Roth, King, Welker, Knoth, Brick, Kinton
Vacant (alternate)

Absent: Fish, Townley

Staff: Alan White, Community Development Director
Nancy Reid, Assistant City Attorney

II. APPROVAL OF MINUTES

May 8 2012



Roth moved:

Brick seconded: TO APPROVE THE MAY 8, 2012 MINUTES

Chair Brick asked if there were any modifications or corrections.

There were none.

AYES: Bleile, Roth, Brick, Kinton

NAYS: None

ABSTAIN: King, Knoth, Welker

ABSENT: Fish, Townley

Motion carried.

III. PUBLIC HEARING



CASE #2009-05, Sign Code Amendments

Bleile moved:

Kneth seconded: TO OPEN CASE #2009-05

AYES: Bleile, Roth, Brick, Kinton, King, Kneth, Welker

NAYS: None

ABSTAIN: None

ABSENT: Fish, Townley

Motion carried.

Director White presented the case; recommendation for adoption of proposed amendments to Title 16, Chapter 6, Section 13: *SIGNS* along with associated amendments to Table 16-2-2, Sections 16-5-2, 16-9-5, and 16-11, as well as Title 11-3-3. He reviewed highlights of the proposed amendments and answered questions from the Commission.

There was no public testimony.



Bleile moved:

Welker seconded: TO CLOSE CASE #2009-05

AYES: Bleile, Roth, Brick, Kinton, King, Kneth, Welker

NAYS: None

ABSTAIN: None

ABSENT: Fish, Townley

Motion carried.



Kneth moved:

Welker seconded: THAT CASE #2009-05 AMENDMENTS TO TITLE 16, CHAPTER 6, SECTION 13: SIGNS ALONG WITH ASSOCIATED AMENDMENTS TO TABLE 16-2-2, SECTIONS 16-5-2, 16-9-5, AND 16-11, AS WELL AS TITLE 11-3-3, UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION.

Mr. Roth and Mr. Welker offered two friendly amendments and Mr. Knoth and Mr. Welker accepted. Original motion plus the amendments was voted on as follows:

THAT CASE #2009-05 AMENDMENTS TO TITLE 16, CHAPTER 6, SECTION 13: SIGNS ALONG WITH ASSOCIATED AMENDMENTS TO TABLE 16-2-2, SECTIONS 16-5-2, 16-9-5, AND 16-11, AS WELL AS TITLE 11-3-3, UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING AMENDMENTS:

1. In 16-6-13.E.2.b.(3) remove the following: , but shall not include fluorescent bulbs
2. In Table 16-6-13.11: Table of Allowed On-Site Accessory Signs and Advertising Devices add Notes to Table ⁵ which states: For Regulations of Signs in the public right-of-way 16-6-13.D.2.f.(5)(c). Under Additional Regulations for Portable add the following: . Regulation of signs in the public right-of-way: See Notes to Table ⁵



Mr. Roth stated the amendments are consistent with Goal 3 of Roadmap Englewood: 2003 Englewood Comprehensive Plan.

Mr. Bleile said his vote is based on some very well done research by Staff that put in a tremendous amount of hours and education and visual aids to help the Commission make decisions. There have been intelligent, thoughtful and articulate discussions over the last year and a half and it benefits the community highly in that it brings the sign code out of the stone age and into present times. He congratulated City Council for making this issue a priority. He reminded them this is one small part of a vision; build on the momentum.

Mr. King seconded the comment regarding attention to detail by Staff and feels that while this sign code won't make everybody happy it is consistent with the character of the City and consistent with the objects the Commission put forth into making Englewood an attractive place not only live but to do business.

AYES: Bleile, Roth, Brick, Kinton, King, Knoth, Welker
NAYS: None
ABSTAIN: None
ABSENT: Fish, Townley

Motion carried.

IV. MULTI-YEAR CAPITAL PROJECTS RECOMMENDATIONS



Director White presented the 2013 Multi-Year Capital Projects recommendations.

Bleile moved:

Brick seconded: TO APPROVE THE 2013 MULTI-YEAR CAPITAL PROJECTS AS PRESENTED

AYES: Bleile, Roth, Brick, Kinton, King, Knoth, Welker

NAYS: None

ABSTAIN: None

ABSENT: Fish, Townley

Motion carried.

V. PUBLIC FORUM



There was no public present.

VI. ATTORNEY'S CHOICE



Ms. Reid distributed an article from the *Municipal Litigation Reporter* on Billboards and Signs.

VII. STAFF'S CHOICE



Director White noted the June 19th meeting has been canceled. He provided an update on City Council action taken on June 4th. City Council approved hiring a consultant to do a station area plan for the Englewood, Oxford and Bates stations. The Planning and Zoning Commission will be involved at some point. Public Works is applying for a grant to improve the medians between Hampden and Quincy.

VIII. COMMISSIONER'S CHOICE



Mr. Knoth said there will be a fundraiser for slain police officer Bitner at Willa's coffee shop at Lincoln and Oswego this Saturday.

Mr. Roth asked staff about the improvements to Little Dry Creek Plaza. Director White said on June 4th City Council approved \$100,000 for the improvements. He also noted there is a deli that is looking at leasing the old Blockbuster Video space.

Mr. Welker stated the sign code amendments process has been going on a long time; we also need the how to manual completed in a timely manner. He thanked all who worked on the amendments.

Chair Brick asked that cell phone etiquette be placed on the next agenda.

The meeting adjourned at 8:46 p.m.

Barbara Krecklow, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2009- 05,)
FINDINGS OF FACT, CONCLUSIONS)
AND RECOMMENDATIONS RELATING) FINDINGS OF FACT AND
TO THE UNIFIED DEVELOPMENT CODE) CONCLUSIONS OF THE
SIGN CODE AMENDMENTS) CITY PLANNING AND
) ZONING COMMISSION
)
)
INITIATED BY:)
Community Development Department)
1000 Englewood Parkway)
Englewood, CO 80110)

Commission Members Present: Bleile, Kinton, Brick, Knoth, Roth, King, Welker

Commission Members Absent: Fish, Townley

This matter was heard before the City Planning and Zoning Commission on June 5, 2012 in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff and the public. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to Title 16 Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness, and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

1. **THAT** the Public Hearing on the Unified Development Code Sign Code Amendments was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** notice of the Public Hearing was on the City of Englewood website from May 10, 2012 through June 5, 2012 and published in the *Englewood Herald* on May 18, 2012.
3. **THAT** the Staff report was made part of the record.
4. **THAT** the sign regulations have been reorganized and reformatted to make them easier to understand, use, administer and enforce.

5. **THAT** the amendments establish standards for sign characteristics not previously addressed, such as illumination.
6. **THAT** the current Sign Code has not been updated for nearly 30 years and consequently does not reflect changes in technology and business advertising needs.
7. **THAT** in 2007 Council enacted a moratorium on enforcement of wall mural regulations and the discretionary approval process.
8. **THAT** a public forum was held in September 2009 to gather input about the Sign Code and as a result of the comments from the public forum, Council enacted a moratorium on enforcement of banner and portable sign regulations, which continues today.
9. **THAT** a meeting was held with area sign contractors who provided input and ideas on how to address sign regulations. The outcome was a decision to rewrite the entire Sign Code rather than address individual issues.
10. **THAT** in 2011 City Council made completion of amendments to the Sign Code a priority.
11. **THAT** the Planning and Zoning Commission has reviewed, discussed and refined the proposed amendments during eighteen study sessions. All study sessions were open to the public.
12. **THAT** the Planning and Zoning Commission used the following guiding principles when considering the proposed amendments to the Sign Code:
 - a. Meet business community needs (temporary signs, larger signs, flexibility).
 - b. Meet administrative needs (easy to use, administer, interpret, explain, and enforce).
 - c. Maintain community character (balance aesthetic concerns with need to advertise).
 - d. Meet legal standards for an effective and defensible Sign Code.
13. **THAT** there has been public outreach through the City's website, the Englewood Citizen, the amendments were presented to both the Alliance for Commerce membership and the South Broadway Englewood Business Improvement District as well as to local sign contractors for their review and input, and City Staff held a public forum on May 17, 2012.
14. **THAT** the Planning and Zoning Commission focused on developing sign regulations which acknowledged three crucial concerns:

- a. That signs are an important and vital form of communication for Englewood businesses. Existing sign regulations have not kept pace with sign industry advancements.
- b. The regulation of signs, as a form of communication, raises potential freedom of speech issues under the First Amendment of the U.S. Constitution. Thus the definition of "sign" should focus on what a sign does (advertise, direct, inform) and be broad enough to include all signs, without regard to physical appearance or the content of the message.
- c. There needs to be a balance of the above business concerns with a community desire to maintain an aesthetically pleasing City without sign "clutter".

CONCLUSIONS

1. **THAT** the Public Hearing on the Sign Code Amendments was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** notice of the Public Hearing was on the City of Englewood website from May 10, 2012 through June 5, 2012 and published in the *Englewood Herald* on May 18, 2012.
3. **THAT** the sign regulations have been reorganized and reformatted to make them easier to understand, use, administer and enforce.
4. **THAT** the amendments establish standards for sign characteristics not previously addressed, such as illumination.
5. **THAT** the Sign Code changes as amended conform to Roadmap Englewood: 2003 Englewood Comprehensive Plan Goal 3: Promote economic growth by building on Englewood's strong sense of community image, identity, and quality of life and Objective 3-2: Provide a safe, healthy, and attractive business environment and Objective 3-3: Recognize the complementary effects between the physical appearance of both commercial districts and the surrounding residential areas.
6. **THAT** the Sign Code as amended provides the business community increased flexibility and latitude in creatively addressing their advertising needs while protecting the community's image and visual environment.
7. **THAT** the previously discussed amendments were forwarded to City Council.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2009-05 Amendments to the Unified Development Code related to Sign Code should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on June 5, 2012 as follows:

Mr. Knoth moved, seconded by Mr. Welker, which motion states:

THAT CASE #2009-05 AMENDMENTS TO TITLE 16, CHAPTER 6, SECTION 13: SIGNS ALONG WITH ASSOCIATED AMENDMENTS TO TABLE 16-2-2, SECTIONS 16-5-2, 16-9-5, AND 16-11, AS WELL AS TITLE 11-3-3, UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING AMENDMENTS:

1. In 16-6-13.E.2.b.(3) remove the following: , but shall not include fluorescent bulbs
2. In Table 16-6-13.11: Table of Allowed On-Site Accessory Signs and Advertising Devices add Notes to Table 5. which states: For Regulations of Signs in the public right-of-way 16-6-13.D.2.f.(5)(c). Under Additional Regulations for Portable add the following: . Regulation of signs in the public right-of-way: See Notes to Table ⁵

AYES: Brick, Knoth, Roth, Kinton, Welker, King, Bleile
NAYS: None
ABSTAIN: None
ABSENT: Fish, Townley

Motion carried.

These Findings and Conclusions are effective as of the meeting on June 5, 2012.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

John Brick, Chair

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012 _____

COUNCIL BILL NO. 39
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 16, CHAPTER 6, SECTION 13 ENTITLED "SIGNS" OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, the First Amendment is the foundation of individual liberty and self-government. It embodies the Nation's profound commitment to "uninhibited, robust, and wide-open" debate on public issues to promote the will of the people, prevent majority tyranny, and maximize individual self-development. This protection has historically been limited to personal speech as opposed to "commercial speech" such as signs advertising a business or product. *New York Times Co. v. Sullivan*, 376 U.S. 254, 269-71 (1964); and

WHEREAS, the law began to change in 1976, when the Supreme Court handed down *Virginia State Board of Pharmacy v. Virginia Citizens Consumer Council*, 425 U.S.748 (1976) where Court held that commercial speech was entitled to some degree of protection under the First Amendment. The Court firmly established that commercial speech restrictions are valid only when the restrictions are justified without reference to the content of the regulated speech; serve a significant governmental interest, and leave open ample alternative channels for communication of the information. Restriction of truthful commercial speech concerning a lawful activity is permissible only if (1) the government interest served by the regulation is substantial, (2) the regulation directly advances the government's interest, and (3) the regulation is no more extensive than necessary to serve that interest. This is known as time, place and manner regulation; and

WHEREAS, in 2000, the City had created a specialized sign code, known as the Creative Sign Code (CSC) designed for the South Broadway commercial area to address historical or creative exceptions to the Sign Code and to enhance redevelopment in that area because of the complexity of some of the special types of signs and the short time frame normally allowed for review of signs, the CSC provided for a special process for City review of those sign permits which process included a review by a committee familiar with those types of signs, making a recommendation to the City Manager for a final decision; and

WHEREAS, in a case involving a mural painted without a permit, the Colorado Court of Appeals has ruled that the City's procedure for this special review does not provide the adequate procedural safeguards of a specific time limit within which the City Manager must decide whether to issue a permit under the time, place and manner test; and

WHEREAS, in February 2010, Council enacted an additional moratorium on enforcement relating to murals as a result of this Colorado Court of Appeals decision; and

WHEREAS, input gathered at a 2009 Englewood Public Forum focused on the Sign Code being out of date, too complex, and most importantly not reflective of business needs or current economic conditions; and

WHEREAS, City Council directed staff to address temporary signage such as banners and sandwich boards enacted a moratorium on the enforcement of provisions of the Code relating to banners and portable signs; and

WHEREAS, due to the aforementioned issues and because Sign Code regulations have remained unexamined, except for the CSC, for nearly thirty years; and

WHEREAS, the City recognizes that its sign regulations are out of date and have not kept pace with industry changes; and

WHEREAS, signage is becoming more technologically sophisticated with the use of electronic signs; and

WHEREAS the City wishes to encourage sign designs for Englewood businesses which are innovative, creative, interesting, and exciting, so that Englewood businesses can market their business and Englewood more effectively; and

WHEREAS, the proposed amendments are intended to meet the business community's needs; to meet the City's administrative needs; to maintain community character and to meet legal standards for an effective and defensible sign code; and.

WHEREAS, The Planning and Zoning Commission discussed and reviewed current regulations and proposed amendments at eighteen study sessions. The Commission conducted a Public Hearing to consider public comment on the proposed amendments to 16-6-13: Signs on June 5, 2012. The Commission found that certain commercial signs such as billboards are considered so intrusive into the public view as to be subject to location and size restrictions and even prohibition, also as a result of this review this proposed Sign Code exempts most murals, as art, from the requirement of obtaining a permit; and

WHEREAS, the Commission recommended that the City adopt a Bill for an Ordinance authorizing amendments to 16-6-13: Signs and associated amendments regarding signs to Title 16: Unified Development Code and Title 11: Public Ways and Property of the Englewood Municipal Code; and

WHEREAS, the Sign Code changes will conform to "Roadmap Englewood: 2003 Englewood Comprehensive Plan" relating to Goal 3: Promote economic growth by building on Englewood's strong sense of community image, identity, and quality of life; Objective 3-2: Provide a safe, healthy, and attractive business environment and Objective 3-3: Recognize the complementary effects between the physical appearance of both commercial districts and the surrounding residential areas; and

WHEREAS, the Sign Code as amended will provide the business community increased flexibility and latitude in creatively addressing their advertising needs while protecting the community's image and visual environment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, Subsections A through D, of the Englewood Municipal Code 2000, regarding administration and applicability of the Sign Code to read as follows:

16-6-13: Signs.

- A. Title. Administration. This Section of the Englewood UDC shall be known and hereafter referred to as the "Englewood Sign Code" or "Sign Code."
- B. General Statement. The City of Englewood recognizes that signs are a ~~necessary~~ useful means of visual communication for the convenience of the public, and ~~that it is the right of those concerned to identify their businesses, services or other activities by the use of signs. However, for the efficient communication of commercial and noncommercial speech.~~ ‡The City is also aware that citizens of Englewood are of public concern for about adopting and enforcing sound environmental practices, including the strict control of signs, to protect public safety and welfare, as well as the appearance and economic value of the City's visual environment. and limiting signs to those that are accessory and incidental to the use on the premises where such signs are located. The City also understands that the economic health of specialized areas of the City, such as the South Broadway commercial corridor, may be enhanced by permitting different sizes and types of

signage than those permitted elsewhere in the City. It is to this end that the following goals are set forth and the regulations in this Section are deemed necessary:

1. ~~To protect the public from hazardous conditions that result from signs that are structurally unsafe, obscure the vision of motorists, and/or compete or conflict with necessary traffic signals or other traffic regulatory devices.~~ Purpose. It is the purpose of this Section to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements on the premises where such signs are located. These sign regulations are intended to:
 - a. Provide a reasonable balance between the right of individuals and businesses to identify and support themselves and the right of the public to be protected against the visual discord resulting from unrestricted proliferation of signs and similar devices.
2. ~~To encourage signs that are well-designed, legible, constructed of high quality, durable materials appropriate to an urban setting and appropriate to the uses permitted as well as compatible with their surroundings and with the buildings to which they pertain.~~
 - c. Protect the public from hazardous conditions that result from signs that obscure the vision of motorists, and/or compete or conflict with necessary traffic regulatory devices.
3. ~~To provide a reasonable balance between the right of the individual to identify his business and the right of the public to be protected against the visual discord resulting from the unrestricted proliferation of signs and similar devices.~~
4. ~~To permit and encourage distinctive signage along the South Broadway corridor.~~
 - d. Provide procedures for the administration of this Section.
5. ~~To require that signs which advertise or identify a use or a business no longer in operation be terminated, removed within a reasonable time.~~
 - f. Ensure that the constitutionally guaranteed right of free speech is protected.
6. ~~To require that signs which do not comply with the requirements of this Sign Code be terminated within a reasonable period of time.~~

C. Scope and Application of this Section.

2. Applicability.

1. ~~a. These regulations shall apply to all new signs erected or installed after the effective date of this Section and shall govern and control the display, construction, erection, alteration, remodeling, enlarging, moving or maintenance of all signs permitted within the City, all zone districts established by this Title and any amendments thereto.~~
2. ~~This Sign Code shall be administered by the City, which shall have the powers and duties set forth and those necessarily implied to administer and enforce this Sign Code; the City may issue appropriate procedures and forms.~~
3. ~~b. Upon application to and issuance by the City of a permit therefore, a A sign may be erected, altered and maintained only for a permitted use in the district in which the signs are is located; signs shall be located on the same lot as the permitted use unless otherwise provided; however, no sign of any type shall be erected or maintained for or by a one unit, or multi-unit residential use, containing two (2) or three (3) units, except approved home occupation signs and certain signs for which no permit is required.~~

c. Signs shall be located on the same parcel as the permitted use.

4. ~~Nothing herein contained shall be deemed a waiver of the provisions of any other ordinance or regulation applicable to signs. Signs located in areas governed by several ordinances and/or applicable regulations shall comply with all such ordinances and regulations.~~

d. If there is a conflict between the regulations in this Sign Code Section and any other ordinance or regulation, the more stringent regulations shall apply.

D. 3. Sign Permits.

1. a. ~~Sign Permit Required. It shall be unlawful~~ A Sign Permit shall be required to display, erect, construct, relocate or move or alter (except for copy changes) any sign in the City except: without first filing with the City an application in writing, paying applicable fees, and obtaining a sign permit, except as provided in Section 16-6-13.E EMC, "Signs Not Subject to Permits," of this Sign Code. If a sign has been displayed, erected, constructed, relocated, or altered without such permit or not in accordance with the terms of such permit, the sign must be removed within five (5) calendar days of official notice.

(1) Signs exempt from Sign Permits in compliance with Section 16-6-13(B) EMC – (Incidental Signs Allowed Without Sign Permit).

(2) On-site accessory signs and advertising devices pursuant to 16-6-13(G)(1) EMC – (On-Site Accessory Signs and Advertising Devices).

(3) Changing or replacing the copy on an existing sign, provided the copy change does not change the shape, size, location or nature of the sign or sign support, or render the sign in violation of this Section.

(4) Maintenance on an existing sign provided no structural changes are made to the sign.

b. Sign Permit Alterations. ~~When a sSign pPermit has been issued by the City, it shall be unlawful to change, modify, alter or otherwise deviate from the terms or conditions of said pPermit without prior approval of the City. A written record of such approval shall be entered upon the original permit application and maintained in the files of the City.~~

(1) If a sign is found not to be in accordance with the terms or conditions of an approved Sign Permit, the City shall issue a Correction Notice. The applicant shall have five (5) days to bring the sign into compliance.

2. c. ~~Application for Sign Permit. Application for a sSign pPermit shall be made by the owner or tenants of the property on which the sign is to be located, his authorized agent, or a sign contractor licensed by the City of Englewood. Such applications shall be made in writing on forms furnished by the City, and shall be signed by the applicant. In the case of any sign for which special review by the City Manager or designee is not requested, The application shall be accompanied by a site plan and detailed drawings indicating the dimensions, location, engineering standards and other information as specified in the Englewood Illustrated Sign Manual.~~

d. Sign Permit Review. ~~¶~~The City shall, within five (5) working days of the date of the Sign Permit application, either approve or deny the application or refer the application back to the applicant in any instance where insufficient information has been furnished.

- (1) Appeals. Appeals relating to Sign Permits shall be made to the Board of Adjustment and Appeals pursuant to 16-2-18 EMC – (Appeals), except under those Subsections whereby the Planning and Zoning Commission is authorized to hear an appeal.
- ~~4- e. Sign Permit Fees. A permit fee, shall be paid to the City for each sign permit issued under this Section. The permit fee shall be in accordance with the fee schedule established by Council, shall be paid to the City for each Sign Permit issued under this Section.~~
4. Enforcement. It shall be unlawful to display, construct, erect, alter, remodel, enlarge, move, or maintain a sign in violation of the provisions of this Section. If any sign is found to be in violation of the prohibitions of this Section, such violation shall constitute a nuisance to be abated in the manner provided in 16-10 EMC – (Enforcement and Penalties).
5. Sign Maintenance. Sign maintenance is the repair or replacement in-kind of individual sign components including copy panels and bulbs, paint or other finishes. This definition shall not include the replacement of metal or wood cabinets, structural faces, supporting structural members, primary uprights, posts and poles, electrical wiring, or the sign in its entirety.
- a. Every sign, including signs not requiring a Sign Permit and nonconforming signs, shall be maintained in good neat and orderly condition, and in a good working order at all times. ~~M. Maintenance. Every sign, including those specifically exempt from this Section in respect to permits and permit fees, shall be maintained in good condition at all times. All signs shall be kept neatly painted, including all metal parts and supports thereof that are not galvanized or of rust resistant metals. The City shall have inspected and shall have the authority to order the painting, repair, alteration or removal of a sign which is not in conformance with this Sign Code by reason of safety, health, or public welfare, or by reason of inadequate maintenance, dilapidation, or obsolescence.~~
- b. Responsible Party. The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign.
6. Inactive Signs. Any sign identifying or advertising a business, owner, tenant, product, service or activity that has not been located on the premises for period of thirty (30) days or more shall be declared an inactive sign.
- a. Inactive signs shall be removed, covered or have their copy obscured.
- b. Inactive signs shall be subject to enforcement provisions of Section 16-10 EMC – (Enforcement and Penalties).
- c. Responsible party. The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally responsible for the removal, covering or obscuring of an inactive sign.
7. Nonconforming Signs: See Section 16-9-5 EMC – (Nonconforming Signs).
8. Sign Variances: See Section 16-2-16(F)(2) EMC – (Sign Code Variances).
9. Substitution Clause. To ensure commercial and non-commercial signage is afforded equal protection under the Englewood Municipal Code, any sign authorized in this Section may contain either commercial or non-commercial copy.
10. Sign Definitions: See Section 16-11-2 EMC – (Definition of Words, Terms and Phrases).

Note: Many terms are listed under the word “Sign”, i.e. Sign, Awning or Sign, Ground.

- b. ~~If the City finds that work under any permit issued is not in accordance with the information supplied in the permit application and/or is in violation of this or any other pertinent ordinance; or should it be found that there has been any misrepresentation in connection with the application for the permit; the sign owner or lessee or erector shall be notified of such findings and that the violation must be corrected within five (5) working days of notice. If such correction is not made, the permit shall be revoked and written notice thereof shall be served upon the sign owner or erector. No person shall proceed with any part of such work after such notice is received. The owner or lessee of the sign or the owner of the property on which the sign is located shall have the right to appeal the decision of the City in the manner provided for in Section 16-2-18 EMC.~~
 - e. ~~If actual work either on or off site is not commenced under any sign permit issued within one hundred eighty (180) days from the date of such permit, the permit shall automatically become null and void. Delays that are not a result of willful acts or neglect of the contractor, owner, or person obtaining the permit may be excused and the City may grant an extension of time in which to start or resume operations. All requests for extensions and approval thereof shall be in writing.~~
 - d. ~~When any permit has been revoked under the terms of this Section, permit fees shall not be refunded.~~
3. ~~Plans, Specifications, and Other Data Requested. The application for a sign permit issued by the City shall be accompanied by the following plans and other information: The name, address and telephone number of the owner or persons entitled to possession of the sign and of the sign contractor or erector; the location by street address of the proposed sign structure; complete information as required on application forms provided by the City, including a Zoning Site Plan and elevation drawings of the proposed sign drawn to scale, caption of the proposed sign and such other data as is pertinent to the application; plans indicating the scope and structural detail of the work to be done, including details of all connections, guy lines, supports and footings, and materials to be used; application for an electrical permit for all electrical signs, and the required information for such application; and a statement of value or cost of the sign. In addition, where special review by the City Manager or designee has been requested, applications shall include scale drawings of building elevations with proposed signage, color and material samples of materials to be used in the proposed signage, and any other materials that the City Manager or designee may require, in writing, which are necessary to evaluate the quality and character of the proposed signage as it relates to the design review criteria for such signs.~~
5. ~~Identification and Marking of Electrical Signs. Each electrical sign hereafter erected or remodeled shall bear thereon a clearly legible identification plate not exceeding fifteen (15) square inches in area, stating the name of the person, firm or corporation responsible for its construction and erection, with installation date and permit number, and shall be marked with input amperes at full load input.~~
6. ~~Licensing and Insurance Requirements.~~
- a. ~~Any person, firm, or corporation engaged in the business of installing, erecting, moving or maintaining signs in the City of Englewood shall be duly licensed by the City. A person who has applied for a sign permit and is not engaged in the sign erecting business may be allowed to install, erect, move, or maintain his own sign upon demonstration to the City that he possesses sufficient knowledge and skill and is appropriately insured for public protection. Upon such demonstration, the City may issue a nonrenewable sign contractor's license. Such license will be valid only for the installation, erection or moving of signs as specified on the permit. Within a residential zone district, the homeowner may apply for a nonrenewable sign contractor's license for use on his own property. For such a license, the license fee will be waived.~~
 - b. ~~Before any permit is issued for a sign which may require any work over public property, the erector shall furnish to the City a certificate of insurance from a firm with corporate surety, and authorized to do business in the State of Colorado, for public liability and property damage in amounts established by the City of not less than the following and covering the liability of the sign erector with respect to all work performed by him or his agents or employees:~~

~~(1) For death or injury to any one person\$100,000.00~~

~~(2) Total liability in any one accident300,000.00~~

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, Subsections E through F, of the Englewood Municipal Code 2000, regarding incidental signs allowed without a permit of the Sign Code to read as follows:

~~E. Signs Not Subject to Permits. The following signs, displayed for non-commercial purposes, may be erected and maintained in all zone districts without a sign permit as otherwise required by Section 16-6-13.D EMC, "Permits," above. Such signs shall be in addition to all other signs permitted in any zone district, providing such signs do not require direct electrical wiring, and conform to setbacks and other physical characteristic requirements of the designated zone districts. Even though permits are not required for the following signs, wall signs shall be located only in the signable area, and window signs shall be counted toward the twenty-five percent (25%) maximum coverage. This restriction shall not apply to holiday decorations, or to short-term advertising as provided in subsection 16-6-13.J.5.f EMC.~~

~~No permit shall be required to carry out maintenance to a conforming sign if no structural changes are made.~~

~~1. Bulletin Boards. Bulletin boards for public, charitable, or religious institutions, which are not over twelve (12) square feet in area, and which are located on the premises of said institutions.~~

B. Incidental Signs Allowed Without Sign Permit. The following signs are allowed in all zone districts and are exempt from the Sign Permit Requirements of Subsection 16-6-13(A)(3) EMC (Sign Permits). Such signs shall be in addition to all other signs permitted in any zone district in which they are located, provided such signs meet the conditions of this Subsection. Any sign not meeting the conditions of this Subsection shall require a Sign Permit and shall be included in the calculations for total allowable sign area and maximum sign number.

Incidental signs allowed without a Sign Permit shall not conflict with traffic regulatory devices; be located within a sight distance triangle; or extend or project over any property line, or into the public Right-of-Way. In addition such signs, except holiday decorations and scoreboards, shall not flash, blink, or fluctuate and shall not be animated.

1. Address. Signs identifying the address of a dwelling unit or of an establishment:

a. All Residential Districts. Maximum two (2) square feet in area.

b. Medical, Business and Industrial Districts. Maximum thirty-two (32) square feet in area.

2. Bulletin Boards and Kiosks. Bulletin boards and kiosks for public, charitable, or religious institutions, which are not over twelve (12) square feet in area, and which are located on the premises of said institutions.

3. Cafe Table Umbrellas.

4. Cornerstones and Plaques. Cornerstones and plaques cut into any masonry surface or inlaid so as to be part of the building. Commemorative plaques or tablets memorializing a person, event, structure, or site.

5. Drive-Thru Menu Boards. A use with a drive-thru facility may have two (2) menu board signs along the drive-through lane, provided that each menu board sign is limited to one face and shall not:

a. Exceed eight feet (8') in height, and

- b. Exceed thirty-five (35) square feet in area.
26. ~~Election/Ideological Signs. Provided such signs: Election signs shall not be posted more than forty five (45) calendar days prior to the election to which the sign relates, and shall be removed within fifteen (15) calendar days following the election to which the sign relates. Such signs are limited to wall, window, and ground signs; and shall not be a banner of paper or cloth. Each election sign shall not exceed twelve (12) square feet of total sign area.~~
5. ~~Ideological Signs. Ideological signs not more than twelve (12) square feet in total sign area. Such signs are limited to not more than two (2) per lot.~~
- a. Are limited to wall, window, and ground signs, and
- b. Shall not exceed twelve (12) square feet in area.
37. ~~Flags. a. Flags of nations or an organization of nations, states, and cities, provided such flags:~~
- a. ~~does~~ Shall not exceed thirty-five (35) square feet in area.
- b. Total number of exempt flags shall not exceed five (5) flags.
- b. ~~Flags of City approved business improvement districts, provided the flags display only the name, emblem and/or logo of the organization and the term "sale today", but no individual business names. Such flags are limited to three feet (3') by four feet (4') but the emblem and/or logo and "sale today" term are permitted on both sides of the flag. Such flags may only be flown on the last Saturday of the month or on such other days as authorized by the City Manager or designee.~~
8. Garage Sale Signs. Signs pursuant to Section 15-16-3 EMC – (Signs).
42. ~~Holiday Decorations. Signs in the nature of decorations, clearly incidental and commonly associated with any national, local or religious holiday; provided that such signs shall be displayed for a period of not more than sixty (60) consecutive calendar days. Such signs may be of any type, number, area, height, location, illumination, or animation, and shall be located so as not to conflict with traffic regulatory devices and are not subject to the maximum window coverage of twenty five percent (25%).~~
610. ~~Illuminated Buildings in Non-Residential Districts. Providing no signs, symbols, letters, figures, etc., identifying a name, service, or product, occur on the building or the part of the building that is illuminated are included in the illumination.~~
11. Job Site Signs: Signs not more than six (6) square feet in area, per face, in Residential zones and not more than thirty-two (32) square feet in area in Medical, Business and Industrial zones for the duration of work on site. One such sign shall be allowed per street frontage.
7. ~~Memorial Signs. Memorial signs or tablets, giving the name of building and date of erection, when cut into any masonry surface or inlaid so as to be part of the building.~~
12. Miscellaneous non-illuminated signs on windows and doors one (1) square foot or less in area. Examples of such signs include open, credit cards accepted, business hours, business associations, and similar customer courtesy information.
13. On-Site Informational and Regulatory Signs: Signs that provide instructions as required by law, by necessity or for the convenience of visitors shall be interpreted to include such signs as "no smoking," "restrooms," "no solicitors," "self-service," "no trespassing" and similar informational signs provided such signs do not exceed six (6) square feet in area.

814. Private Parking or Traffic Direction Signs. Signs giving parking or traffic directions or restrictions ~~which do not require direct electrical wiring,~~ provided that such signs:
- a. ~~a~~ Are limited to: wall and ground signs, ~~not more than two (2) signs per curb cut on the lot and~~
 - b. Are not more than six (6) square feet in area per face,
 - c. ~~and~~ Are not more than six feet (6') in height above grade. ~~Not more than one (1) directional sign may be displayed at each curb cut. Such signs may be illuminated from a concealed light source which does not flash, blink or fluctuate, and shall not be animated.~~
15. Safety/Warning Signs. Signs warning of danger or hazardous conditions or to indicate the presence of underground cables, gas lines, and similar devices, provided such sign does not exceed six (6) square feet in area.
16. Sale, Lease, or Rent Signs. Signs that advertise the sale, lease, or rental of the premises upon which said signs are located shall comply with the following standards of Table 16-6-13.1 below:

<u>Zone District</u>	<u>Use</u>	<u>Maximum Number</u>	<u>Maximum Size (sf)</u>
<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B, MU-R-3-A, MU-R-3-B, MU-R-3-C</u>	<u>Residential</u>	<u>1</u>	<u>6</u>
	<u>Non-residential</u>	<u>1</u>	<u>6</u>
<u>MU-B-1, MU-B-2, M-1, M-2, TSA, I-1, I-2</u>	<u>Residential</u>	<u>1</u>	<u>6</u>
	<u>Business and Industrial</u>	<u>2</u>	<u>Street frontage < 100 ft: 24</u> <u>Street frontage > 100 ft: 32</u>
<u>PUD</u>	<u>Per individual PUD standards</u>		

9. Public Signs. Signs required or specifically authorized for a public purpose.
117. Scoreboards. Scoreboards located on athletic fields.
1018. Signs Within Buildings. Signs within buildings that are not visible from the public Right-of-Way or are more than twelve inches (12") from the interior side of a window do not meet window sign specifications of Table 16-6-13.3A EMC – (Permitted Principal Signs).
12. Symbols. Symbols or crests of national, state, religious, fraternal, professional, and civic organizations.
1319. Vehicle Consumer Information. Signs on cars, trucks, or other vehicles displayed in commercial sales lots which give information as to price, mileage, or similar information, provided such sign does not exceed six (6) square feet in area. ~~emissions or mileage as required by State or Federal law of such vehicles. These signs are limited to twenty five percent (25%) coverage of window area.~~
20. Vending machines, including fuel dispensers, and collection boxes.
1421. Works of Art. Works of Art pursuant to 16-11-2(B) EMC – (Definition of Words, Terms and Phrases.) and integral decorative or architectural features of buildings that in no way identify or advertise a product, service, or business shall be allowed, provided:
- a. No language, symbols, or depictions that are known by or could reasonably be suspected by law enforcement to be associated with or representative of documented criminal street gangs.

suspected or alleged criminal organizations, or suspected criminal activity is included or contained within the work of art.

- b. Murals shall be located on building walls only and shall not contain an electronic display. Mural images may extend across doorways of buildings.
- c. Any works of art, or integral, decorative or architectural features that contain or portray a commercial message suggestive of the on-site business shall be interpreted to constitute a sign; shall require a Sign Permit; and the area shall be included in the calculations for allowable sign area and number. Appeals to such interpretations shall be to the Planning and Zoning Commission.

(1) Exception. A work of art may include a sign of no more than two (2) square feet identifying the artist.

22. Other Incidental Signs. Signs other than those listed above may be declared incidental by the City Manager or designee upon review and a determination that the proposed sign has similar characteristics and impacts as those listed herein.

15. Contractor Signs. A sign not more than twelve (12) square feet per face in area and not more than twenty four (24) square feet in total sign area, which names the contractors or sponsors engaged in construction on the property where the sign is located.

16. Real Estate Signs. Signs that advertise the sale, rental, or lease of the premises upon which said signs are located shall comply with the following standards:

a. ~~Residential uses and any use in the R-1 A, R-1 B, R-1 C, R-2 A, R-2 B, MU-R-3 A, and MU-R-3 B districts shall be permitted one sign of not more than six (6) square feet per face in area. Such signs shall not extend or project over any property line.~~

b. ~~Commercial and industrial uses in the MU-B-1, MU-B-2, TSA, I-1, and I-2 districts shall be permitted two (2) signs of not more than thirty two (32) square feet per face in area if the street frontage is more than one hundred feet (100'), or twenty four (24) square feet if the street frontage is one hundred feet (100') or less. Such signs shall not extend or project over any property line.~~

17. ~~South Broadway District Identification Banners. City owned banners or banners authorized by City License which are affixed to streetlights in the South Broadway Right of Way for the purpose of identifying the various South Broadway Districts.~~

F. ~~Signs Subject to Temporary Permit. The following signs may be displayed in the designated zone district under the conditions described, upon the City's grant of a temporary sign permit.~~

1. ~~Special Event Signs:~~

a. ~~In residential zone districts, special event signs are permitted in addition to all other signs allowed for a permitted use. Such signs shall be limited to one (1) wall or one (1) ground sign, subject to limitations described in this Section and in subsection 16-6-13.H EMC; no more than twelve (12) feet in height, and shall not exceed twelve (12) square feet in area, and shall not be displayed for more than thirty (30) calendar days.~~

b. ~~In commercial and industrial zone districts, one (1) special event sign may be permitted in addition to all other signs. Such sign shall be limited to wall, window or ground signs, subject to limitations~~

~~described in subsections 16-6-13.J.3.(A), (E), and (F) EMC. Such sign shall not be more than twenty-four (24) square feet in area and shall not be displayed for more than thirty (30) calendar days.~~

2. ~~Street Banners. Banners across public thoroughfares announcing events sponsored by the City, Englewood School District, Arapahoe County, or charitable organizations may be authorized by temporary permit by the City. Such street banners shall be installed, removed, and maintained pursuant to City policy.~~

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, Subsections G and N, of the Englewood Municipal Code 2000, regarding prohibited signs and other prohibitions of the Sign Code to read as follows:

GC. Prohibited Signs and Other Prohibitions.

1. The following signs are prohibited in all zone districts and are declared a nuisance by the City; inconsistent with the purposes and standards of this Chapter; are prohibited in all zone district and shall not be the subject of a variance application.
 - a. ~~Any ground sign within a triangular area of thirty feet (30') along two (2) sides of an intersection of curbs of two (2) streets, a railroad Right of Way and a street, a driveway and a street, or an alley and a street, which does not have a clear area of seven feet (7')~~ between the grade level and the bottom of the sign unless approved by the City Traffic Engineer.
 - b. ~~Banners, except as provided in subsections 16-6-13.K EMC, "South Broadway Sign Area," 16-6-13.F.2 EMC, "Street Banners," and 16-6-13.J.5.(F) EMC, "Short Term Advertising Signs," as well as pennants, valances and wind signs.~~
 - e1. ~~Billboards, including, without limitation, any billboards on land transferred to the City by the State of Colorado or any of its agencies.~~
 - d. Portable signs.
 - e. Signs referring to outdoor display of merchandise on public Right of Way except for signs for sidewalk sales pursuant to a public sidewalk sale as defined in this Title.
 - f. Search lights.
2. Off-premise signs (also known as third-party signs).
3. Vehicular Signs, except signs permanently affixed, painted, or magnetically applied. No sign shall be placed or erected in the bed of a truck or on the deck of a trailer or a truck. No vehicle upon which a vehicular sign is affixed shall be parked on private property or in the public Right-of-Way for the primary purpose of directing or attracting the attention of the public to any person, institution, organization, business, product, service, event or location.
 - a. This Subsection shall not apply to:
 - (1) Vehicles operated in the normal course of business or parked or stored in the normal course of business in an area appropriate to the use of the vehicle for delivery or another commercial purpose.
 - (2) Mobile advertising vehicles legally in transport on a public road-way.
 - i. ~~Wheeled advertising devices, except for permanent signs on licensed vehicles.~~
4. Strings of pennants, streamers, fringe, and similar devices.

~~j5. Balloons, party or plaything types, and other inflatable devices.~~

~~e6. Roof signs, and integral roof signs Existing roof signs permitted and approved under a previous Code or approved under South Broadway Sign Area standards effective from July 10, 2000 to the effective date of this Title shall be grandfathered and considered legal conforming signs.~~

~~k. Flags exceeding thirty five (35) square feet maximum in area.~~

~~2. The following signs are prohibited in all areas except in the South Broadway sign area:~~

~~a. Animated signs, except barber poles.~~

~~d. Wall murals.~~

7. Additionally the following signs and devices are prohibited:

a. Any sign not in compliance with sight distance standards of 16-6-13(E)(1) EMC – (Visibility).

b. Signs on fences or walls, unless an integral part of the fence or wall, and meet all requirements of this Chapter.

c. Strobe lights.

d. Flashing, blinking signs.

e. Any principal sign that does not meet material standards of Section 16-6-13(F)(5) EMC – (Prohibited Principal Sign Materials).

f. Any sign that imitates or resembles an official traffic control device or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic control device or signal.

g. Any sign that constitutes a hazard to public safety.

h. Snipe Signs. Any sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, utility poles, traffic devices, or similar objects. It shall be prima facie evidence that the business or service identified on the sign has erected or caused the sign to be erected.

i. Any sign that interferes with a fire escape, window, door, or opening used or required as a means of egress or ingress.

~~N. Prohibited, Hazardous, and Abandoned Signs; Enforcement Procedures. It shall be unlawful to display, construct, erect, alter, remodel, enlarge, move, or maintain a prohibited sign within the City. It shall furthermore be unlawful to display, construct, erect, enlarge, move, or maintain a hazardous or abandoned sign within the City. See also Section 16-9-5 EMC, "Noneonforming Signs."~~

~~t. Notification of Unlawful Signs.~~

~~a. Notice Required. Notice shall be given by certified mail or personal service to the owner or lessee of such unlawful signs and to the owner of the property on which such unlawful signs are located.~~

~~b. Prohibited Signs.~~

~~(1) Prohibited signs in existence before the effective date of this Sign Code, as described in Section 16-6-13.G-EMC, shall be declared a nuisance by the City. The notice shall require that prohibited signs shall be brought into conformance with this Sign Code or be removed within one hundred eighty (180) days after the notice has been received. Signs existing before the effective date of this Sign Code, and that are prohibited in subsections 16-6-13.G.1.(D), (J), and (L) EMC, shall be removed within three (3) years from the date the notice is received.~~

~~(2) Prohibited signs erected after the effective date of this Sign Code shall be removed within five (5) calendar days of receipt of official notification from the City.~~

~~(3) This subsection shall not be applied to require the removal of any sign for which it is unlawfully required, by Federal or State Constitution or statute, that compensation be paid by the City for sign removal, unless the City elects to pay any compensation lawfully required.~~

~~e. Hazardous Signs. Hazardous signs are those which, by reason of inadequate maintenance, dilapidation or obsolescence, create an imminent hazard to public health, safety or welfare, as declared by the City; those signs are further declared a nuisance and shall not be displayed or erected within the City. The notice shall require hazardous sign removal within five (5) calendar days.~~

~~d. Abandoned Signs.~~

~~(1) Signs abandoned for a period of thirty (30) days or more shall be declared abandoned signs and a nuisance by the City. Signs for which thirty (30) days or more have passed since the expiration date of the sign's permit shall be deemed abandoned signs by the City, and subject to this subsection.~~

~~(2) Abandoned signs shall not be displayed or maintained within the City.~~

~~(3) The notice shall require abandoned sign removal within thirty (30) days.~~

~~2. Appeals.~~

~~a. The owner or lessee of a sign or the owner of the property on which a sign is located who has been notified by the City that such sign is prohibited, abandoned or hazardous may appeal that decision to the City Manager or designee within twenty (20) days of the receipt of such notice, except for hazardous sign appeal which must be within five (5) days. The appeal shall contain the appellant's name and address, the decision being appealed, and a brief explanation why the appellant should not be required to comply with the document appealed. The City Manager or designee may meet informally with the appellant to exchange necessary information and shall issue a decision in writing to the appellant at his address stated in the appeal.~~

~~b. If the decision of the City Manager or designee is not satisfactory to said owner or lessee, within fifteen (15) days, he/she may apply for a variance from the Board as provided in Section 16-2-16 EMC, except for hazardous signs in which case the City Manager's decision is final.~~

~~3. Failure to Comply with Notice. If the owner or lessee of a prohibited, abandoned or hazardous sign or the owner of the property on which such sign is located fails to comply with notice given pursuant to this Section within the time specified, the City Manager or designee is authorized to cause the action required by this Sign Code, which may include removal of a sign by the City. All costs incurred by the City, plus an administrative cost of fifteen percent (15%) of the direct costs shall be charged against the real property and its owners.~~

~~4. Notice of Costs. If the City incurs costs taking action required by this Section, a statement shall be prepared for the entire cost plus fifteen percent (15%) administrative costs, and be mailed by certified mail, return receipt requested, to the owner of the property on which the sign is located with instructions~~

that said statement will be paid in full plus costs within thirty (30) days of said mailing date. The notice shall also inform the property owner that the failure to pay the statement for costs for sign removal within sixty (60) days shall result in an assessment being made against the property that shall constitute a lien pursuant to subsection B. above.

5. Assessments.

a. ~~If the full amount of the statement relating to sign removal for realty is not paid within sixty (60) days, the City Manager shall direct that an assessment be made of the entire amount of the statement plus an additional twenty five percent (25%) penalty against the specified realty. After assessment, a copy shall be sent to each owner of record of the assessed realty. The assessment shall contain a legal description of the premises, expenses and costs incurred, the date of sign removal, and a notice that the City claims a lien for this amount. The City shall certify such assessment to the County Treasurer who shall collect such assessment in the same manner as ad valorem taxes are collected.~~

b. ~~From the date of the assessing statement, all assessments shall constitute a perpetual lien against the specified realty and shall have priority over all liens excepting general tax liens and prior special assessments. No delays, mistakes, errors or irregularities in any act or proceeding authorized herein shall prejudice or invalidate any final assessment; but the same may be remedied by the City Manager or designee, as the case may require, upon application made by the property owner or other interested person. When so remedied, the same shall take effect as of the date of the original assessment by the City.~~

6. ~~Other Remedies. Any unpaid charge plus all costs and penalties shall constitute a debt due the City. The City Attorney shall, at the direction of the City Manager, institute civil suit in the name of the City to recover such charges, cost, and penalties. The City may prevent by injunction and require removal of any sign erected without a permit. These remedies shall be cumulative with all other remedies, including those permitted by Chapter 16-10 EMC, "Enforcement and Penalties," and including prosecution in Municipal Court for each violation of this Chapter pursuant to the provisions and penalties established by Title 1, Chapter 4 EMC.~~

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, by the addition of a new Subsection D, of the Englewood Municipal Code 2000, regarding signs in the Right-of-Way of the Sign Code to read as follows:

D. Signs in the Public Right-of-Way.

1. Signs Not Requiring a Sign Permit. The following signs are allowed without a Sign Permit provided they meet all requirements of the Englewood Municipal Code (EMC).

a. Signs required or specifically authorized for a public purpose, including traffic control signs and street signs.

b. Signs for sidewalk sales pursuant to a public sidewalk sale as defined in this Title.

c. Signs for garage sales pursuant to Section 15-16-13 EMC – (Signs).

d. Human Signs pursuant to 16-6-13(G)(2) EMC – (Human Signs).

2. Signs Requiring a City License or Agreement.

- a. District Identification Banners. City owned banners or banners authorized by City License affixed to streetlights in the Right-of-Way for the purpose of identifying a district, and/or its various events. This shall apply only to City authorized districts.
- b. Street Banners. Banners across public thoroughfares as allowed by City agreement.
- c. Business Improvement Districts Advertising Devices. Advertising devices of City-approved business improvement districts authorized by City License.
- d. Bus Bench and Bus Shelter Signs. Signs as authorized by City License.
- e. Signs extending into or over the public Right-of-Way authorized by an Encroachment Permit and Indemnity Agreement approved by the City.
- f. Portable Signs on the Public Sidewalk.
 - (1) Purpose. The purpose of allowing certain portable signs on a public sidewalk in M-1, M-2, M-O-1, M-O-2, MU-B-1, MU-B-2, I-1 and I-2 zones, includes:
 - (a) Recognizing and accommodating the physical constraints related to signage that exist for businesses occupying buildings that are build immediately abutting or within two and one-half feet (2.5') of the public sidewalk; and
 - (b) Promoting a pedestrian-friendly environment on public sidewalks.
 - (2) Allowed Portable Signs. The following types of portable signs may be allowed on the public sidewalks provided they meet all requirements of this Subsection:
 - (a) A-frame or "sandwich board",
 - (b) Pedestal or "stanchion", and
 - (c) Three-dimensional (3-D) objects.
 - (3) Materials and Maintenance. Portable signs on a public sidewalk shall be constructed and maintained in accordance with 16-6-13(A)(5) EMC – (Sign Maintenance). Such signs shall be maintained as to avoid faded or discolored backgrounds or copy; broken, loose, or ill-fitting pieces; and jagged edges or other conditions that may pose a hazard to pedestrians.
 - (4) Display. Portable signs on a public sidewalk shall meet the following display standards:
 - (a) The sign shall only be displayed during hours when the establishment to which the specific sign pertains is open for business.
 - (b) The sign shall only be located on the public sidewalk.
 - (c) The sign shall not move or include moving parts, attached balloons, pinwheels, flags, banners, streamers, pennants, or similar devices.
 - (d) The sign may contain a commercial or noncommercial message.
 - (e) Illumination. Only self-contained illumination approved by the City Manager of designee shall be permitted.

- (5) Portable Sign Standards. The City Manager or designee may grant permission for the placement of a portable sign on a public sidewalk to an establishment occupying a building that is located immediately abutting or within two and one-half feet (2.5') of the public sidewalk, provided the following standards are met:
- (a) Maximum Number. A portable sign on a public sidewalk shall count toward a use's maximum allowed number of accessory signs.
 - i. Single tenant on site: Limited to one (1) such sign.
 - ii. Multi-tenant building: Limited to one (1) such sign for each use located on the first floor of the building.
 - (b) Placement. Portable signs on a public sidewalk shall be placed so that:
 - i. The sign is between a building front and the curb line in front of the establishment to which the sign pertains.
 - ii. The sign is on the sidewalk surface and not on any structure, vehicle, or area containing landscaping.
 - iii. The sign is at least two feet (2') behind the curb line.
 - iv. The sign is anchored or secured in a manner approved by the City Manager or designee.
 - v. A minimum of five feet (5') of unobstructed walkway for pedestrian passage is maintained at all times and any applicable provisions of the Americans with Disabilities Act are met. City Manager or designee shall take into account other obstacles including but not limited to street lamps, fire hydrants, street furniture, planters, or similar appurtenances in determining the unobstructed walkway.
 - vi. The sign does not obstruct traffic visibility or any official traffic control device, or block any public entrance to or required emergency exit from a building, and
 - vii. The sign is not made to look like, and does not contain any representation of a traffic control device or traffic sign.
 - (c) Maximum Height. The sign shall not be more than three feet (3') above grade at its tallest point.
 - (d) Maximum Width. The sign shall not be wider than two and one-half feet (2.5') at its widest point.
- (6) Sign Permit Required. The City Manager or designee may issue a Sign Permit for placement of a portable sign on a public sidewalk provided:
- (a) An application for such sign is submitted on forms provided by the City accompanied by a site plan showing the exact location of the sign.
 - (b) Evidence of general liability insurance in a form satisfactory to the City is provided. Such policy shall thereafter be maintained in full force and effect during any period in which the sign is located on the public sidewalk. In addition, anyone placing a portable sign on the public sidewalk shall be deemed to have agreed to indemnify, hold harmless, and defend the City from and against all claims arising from the placement and continued presence of the sign on the public sidewalk.

(c) No portable sign shall be approved if the property is not in compliance with Section 16-6-13 EMC – (Signs). If after receiving a Sign Permit, the property fails to remain in compliance with this Section, the Permit shall be revoked and shall not be reissued for one (1) year.

i. The City Manager or designee shall issue portable Sign Permits for one (1) year; however, the Sign Permit may be revoked earlier at the City’s discretion.

(d) In addition to a Sign Permit, a “Temporary Occupancy of the Public Right-of-Way Permit and Indemnity Agreement”, or other document approved by the City, shall be required.

(7) Business Improvement Districts. Business Improvement Districts (BIDs) may notify the City Manager or designee that the BID does not want to have such signs permitted anywhere in their District. Such notice shall be an official notice from the BID, in writing, showing the decision and date it was adopted. If such notification is made, the City shall not permit portable signs on the public sidewalk within that BID.

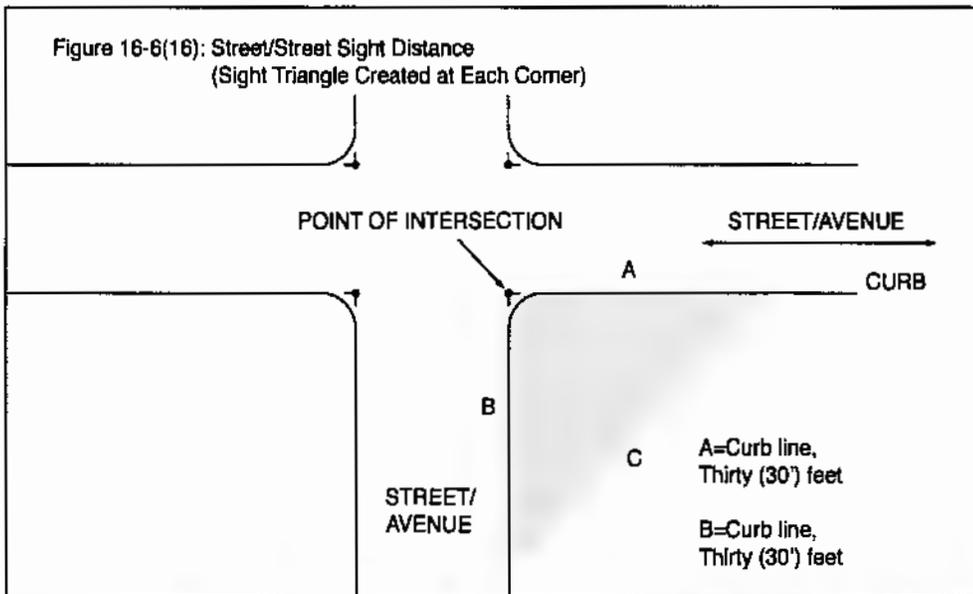
3. Signs Prohibited in the Public Right-of-Way. Signs Requiring a City License or Agreement under 16-6-13(D)(2) EMC when there is no existing permit, license and agreement and all signs not allowed by Subsections 16-6-13(D)(1) EMC - (Signs Not Requiring a Sign Permit) shall be prohibited in the public Right-of-Way.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, by the addition of a new Subsection E – “Sign Specifications”, and amending Subsection L, of the Englewood Municipal Code 2000, of the Sign Code to read as follows:

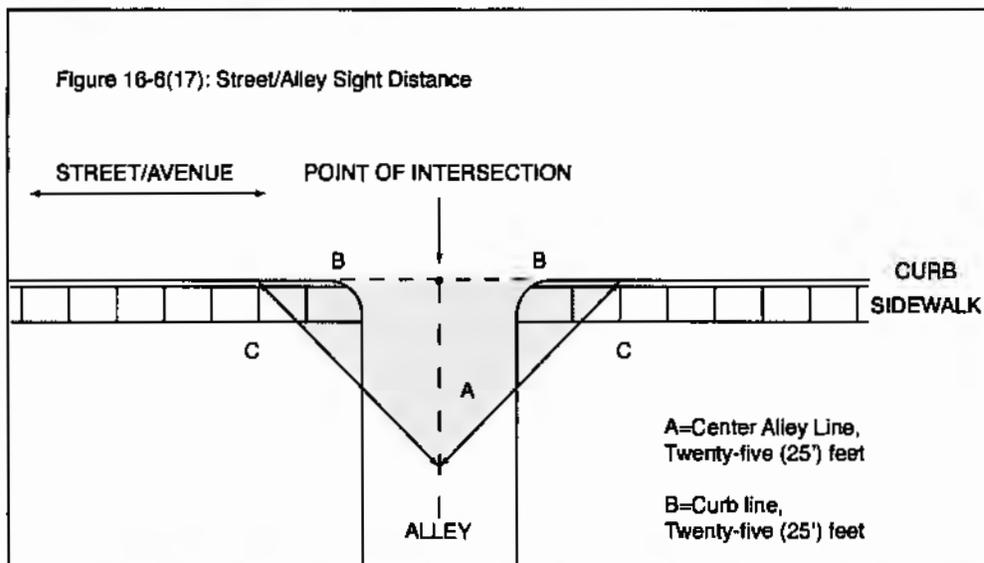
E. Sign Specifications.

1. Visibility. Signs and advertising devices shall not obstruct the visibility of pedestrians and vehicular traffic within sight triangles established by this Subsection. Monument signs over three feet (3’) in height above the grade, and pole signs with a clearance of less than eight feet (8’) between grade and the bottom of the sign shall be prohibited within the following sight triangles:

a. Street/Street Intersection. Said triangle shall be measured from a point where two street curb lines intersect. The distance from this point shall be thirty feet (30’) along each street curb lines (“A” and “B”). The third side of the triangle (“C”) shall connect these two sides, creating the triangle. Figure 16-6-(16) shall be used to determine said triangle.



- b. Street/Alley Intersection. Said triangle shall be measured from a point where the street curb line and the centerline of the alley intersect. The distance from this point shall be twenty-five feet (25') along the curbline ("B") and twenty-five feet (25') along the alley center line ("A"). The third side of the triangle ("C") shall connect these two sides, creating the triangle. Figure 16-6-(17) shall be used to determine said triangle.



- c. The City Traffic Engineer shall review and establish sight distance standards related to Sign Permit applications for all other situations (i.e. driveways and ingress/egress points) not described herein.
- d. The City Traffic Engineer shall determine compliance with sight distance standards in connection with all Sign Permit applications and shall be authorized to vary there standards depending on site conditions.

4. 2. Permitted Sign Illumination.

[Editors Note: Illumination was listed in 16-6-13(H) separately under each zone district.]

- a. Purpose. Signs in commercial and industrial zones may be illuminated, but all direct illumination shall not exceed forty (40) watts per bulb. The purpose of this Subsection is to provide objective and

practical sign lighting levels for principal signs that promote sign legibility and which mitigate potential impacts on traffic safety and the community at large.

b. Methods of Illumination. The following methods of illumination may be allowed provided zone district illuminations standard are met:

- (1) Internal Illumination. The light source is contained within the sign, not visible to the eye, and shines through a translucent surface; examples include, but are not limited to, box signs and channel letters. Internally lighting of signs shall not include exposed incandescent or fluorescent bulbs.
- (2) External Illumination. The light source is outside of and directed toward the sign face; examples include, but are not limited to, flood or spotlights and gooseneck lights. External illumination shall comply with the following: Goose-neck lamps and other similar lighting fixtures that provide a directed illumination of the sign area, without significant spillover of light onto public sidewalks or rights-of-way, are permitted and encouraged.
 - (a) External lighting of signs may be achieved by down lighting or by ground-mounted light fixtures as follows:
 - i External lighting of signs ten feet (10') or more in height shall only be illuminated from the top of the sign and directed downward.
 - ii. External lighting of signs less than ten feet (10') in height may be illuminated from the top of the sign or from the ground.
 - (b) The fixtures shall be shielded and directed in such a manner as to illuminate only the face of the sign, the light source is concealed from pedestrians' and motorists' "lines of sight", and any illumination beyond the sign face is minimized.
- (3) Integral Illumination. The light source itself is a fundamental element of the sign; examples include, but are not limited to, neon or bulbs that spell out the sign message. Exposed bulbs may be up to fifteen (15) watts in power.
- (4) Electronic Message Display (EMD) Illumination. The light source is programmed and supplied by use of incandescent lamps, light emitting diodes (LED), liquid crystal displays (LCD), a flipper matrix, or similar electronic means.

c. Sign Illumination Standards.

- (1) All lighted signs shall meet applicable electrical codes adopted by the City and a separate Electrical Permit shall be required.
- (2) Non-electronic message display (EMD) signs illuminated at night shall not exceed a maximum luminance level of seven hundred fifty (750) candelas per meter squared (cd/m²), regardless of the method of illumination. Measurement shall be in candelas per meters squared (the luminous intensity of a sign in a specific direction divided by the area of the sign).
- (3) Electronic message display (EMD) signs. The difference between the off and solid-message measurements shall not exceed 0.3 footcandles at night. See Subsection 16-6-13(F)(6)(b)(5)(F)(iii) EMC.
- (4) Accessory signs shall not be illuminated.

(5) No sign in any R-1, R-2, or R-3 District shall be illuminated between 11:00 PM and 7:00 AM, except signs permitted for 24-hour medical services, and public services such as police and fire.

e d. Prohibitions and Restrictions. Neon illuminated signs are permitted, subject to all other applicable standards in this Section.

(1) Sign illumination is prohibited for the following: home occupation signs, on-site accessory signs and advertising devices. Signs illuminated with florescent lighting.

(2) Any sign displaying flashing or intermittent lights, or lights of varying intensity, except those portions of a sign indicating time and temperature or electronic changeable copy signs with intermittent lights due to the change of copy.

(2) Signs shall be illuminated in a way that does not cause glare onto the adjacent pedestrian ways, streets, or adjacent properties.

(3) Only self-contained illumination approved by the City Manager or designee shall be permitted for portable signs on the public sidewalk.

(4) Signs shall not include animated, flashing, moving or intermittent illumination except that electronic message display signs may change no more frequently than the rate specified in Subsection 16-6-13(F)(6)(b)(5) EMC – (Electronic Message Display (EMD) Signs).

(4) Signs illuminated with florescent lighting.

e. Searchlights. Searchlights are permitted in MU-B-1, MU-B-2, I-1 and I-2 Districts only. Searchlights directing attention to, or advertising a business shall be considered accessory signs.

(3) Any sign with direct or indirect lighting that causes direct glare into or upon any lot or tract with a residential use that is adjacent to the lot or tract where the sign is located.

d. Canopy signs may be back lit; awning signs shall not be back lit except for individual letters and business logos. Applications for Sign Permits for any illuminated sign shall include the manufacture's Cd/m² (candela per square meter) rating.

3. Rules of Sign Area Measurement and Computation. The following regulations shall control the measurement and computation of sign area, sign height, sign clearance, street frontage and building frontage.

1. a. Area to be Measured. Sign Area. The area of a sign shall be measured in conformance with the regulations as herein set forth, provided that the The entire sign face within a continuous perimeter enclosing the extreme limits of the display surface, including any framing, trim, or molding shall be included in the computation of sign area. The supporting structure or bracing of a sign shall be omitted from measurement, unless such structure or bracing is made part of the message or face of the sign.

(1) Sign Area Computation. The area of all signs shall be computed by use of standard mathematical methods. An unlimited number of lines maybe used to enclose the extreme limits of the sign, including all frames, backing, face plates, non-structural trim or other component parts not otherwise used for support.

a. (2) Sign with Backing/Background. The area measurement of a signs that is enclosed by a box, framed, or outlined, painted or otherwise prepared and intended to provide a background for the sign display shall be measured by determining determined by the area of the entire sign including the background material. each rectangle which creates the smallest single continuous perimeter enclosing the extreme limits of the display surface or face of the sign; including all frames, backing, face plates, non-structural trim or other component parts not otherwise used for support.

- b. (3) Signs without Backing. The area of signs consisting comprised of individual letters, figures, or symbols elements shall be measured determined by determining the sum of the area of the smallest single continuous rectangle enclosing the extreme limits of each message, including all frames, face plates, non structural trim or other component parts not otherwise used for support. each separate element and shall include all the display areas, including the open space between the elements.
- e. Signable Area. Signable wall area is a continuous portion of a building facade unbroken by doors or windows or major architectural features. It is calculated by selecting a continuous surface, then drawing an imaginary rectangle within specified height limitations and computing the square-foot area of this rectangle. Persons displaying signs attached to a building may determine the "signable area" to be used by choosing any such area on the building facade for the display of signs. If, because of the design of the building, a signable area cannot be identified, the City and the applicant will determine a suitable area for signage.
- d. Irregular Outline. In the case of an irregularly shaped sign or a sign with letters and/or symbols directly affixed to or painted on the wall of a building, the area of the sign shall be the entire area within a single continuous rectilinear perimeter of not more than eight (8) straight lines enclosing the extreme limits of writing, representation, emblem or any figure of similar character.
- e. Multi-Faced Signs. The sign area for a sign with more than one (1) face shall be computed by adding together the area of all sign faces visible from any one point. When two (2) identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two inches (42") apart, the sign area shall be computed by the measurement of one of the faces.
- (4) Three-Dimensional Signs (3D) and Advertising Devices. The area of three-dimensional, spherical, free form, sculptural and/or other nonplanar signs or advertising devices, shall be determined by multiplying the length times width of the object's largest profile. The measurements shall be taken with the object at full extension.
- (5) Sign Faces. A sign face is the display surface available for displaying a message. The number of sign faces used to calculate the area of a sign shall be determined by Table 16-6-13.2 EMC – (Sign Face Computations to Determine Sign Area).

<u>Sign Category</u>	<u>Sign Type</u>	<u>Computation</u>	<u>Additional Regulations (See Table Notes)</u>
<u>Principal Building Signs</u>	<u>Awning</u>	<u>Sum of all sign faces</u>	
	<u>Canopy</u>	<u>Sum of all sign faces</u>	
	<u>Marquee</u>	<u>Sum of all sign faces when face separation is > 45°; otherwise only the largest face</u>	
	<u>Projecting</u>	<u>One (1) face</u>	<u>1</u>
	<u>Roof – Mansard</u>	<u>Sum of all sign faces</u>	
	<u>Suspended</u>	<u>One (1) face</u>	

	<u>Wall</u>	<u>Sum of all sign faces</u>	
	<u>Window</u>	<u>Sum of all sign faces to calculate the maximum area coverage</u>	
<u>Principal Ground Signs</u>	<u>Monument</u>	<u>1 or 2 faces: One (1) face:</u>	<u>2</u>
	<u>Pole</u>	<u>3 or more faces: Sum of the two (2) largest faces</u>	
<u>Notes to Table:</u>			
1. <u>Provided the separation between faces is no greater than eighteen inches (18") and no sign is displayed on the separation surface.</u>			
2. <u>Back-to-back signs shall be regarded as a single sign only if mounted on a single structure, and the distance between each sign face does not exceed eighteen inches (18") and no sign is displayed on the separation surface.</u>			

2. Computation of Volume for Projecting Signs. Volume is calculated by multiplying width by height by depth. The volume of a projecting sign will be calculated as the volume within the smallest rectangular form that could be constructed to enclose the primary shape of the sign. Where signs are reviewed by the City Manager or designee, that committee may allow minor elements to extend beyond such rectangular form without including them in the sign area calculation, provided that the committee determines that such minor elements add to the design quality without contributing to the perceived mass or size of the sign.

3b. Computation of Sign Height.

(1) Ground Signs. The height of a ground sign shall be computed as the vertical distance from the base of the sign at normal grade at the base of the sign or its support structure, whichever is lower, and the topmost portion of the sign or the structure supporting the sign, whichever is higher, to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of: (1) existing grade prior to construction; or (2) the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign.

In cases where the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street, or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is lower.

(2) Projecting and Marquee Signs. The height of projecting and marquee signs shall be computed as the vertical distance from the lowest grade below the sign or its support structure, whichever is lower, and the topmost portion of the sign or the structure supporting the sign.

c. Sign Clearance. Clearance for all signs shall be measured as the vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.

d. Projections. Wall and projecting signs shall be measured from the building facade to the farthest aspect of the sign, including any framework or other embellishments.

e. Measurement of Street Frontage. For the purpose of this Section street frontage is the length of the public street abutting the parcel on which the sign is located. For the purposes of determining allowable sign area the following shall apply:

(1) An alley shall not be used to calculate street frontage.

(2) A City-approved private street may be used to calculate street frontage.

(3) For corner lots, the frontage of all streets shall be cumulative.

- f. Measurement of Building Frontage. For the purposes of determining allowable sign area the following shall apply:
- (1) The frontage of a building shall include only the elevation(s) facing a public street.
 - (a) If a building has more than one (1) elevation facing a public street, the cumulative building frontages shall be used to determine the maximum sign area.
 - (b) An alley shall not be used to calculate building frontage.
 - (c) A City-approved private street may be used to calculate building frontage.
 - (2) Building frontage is determined by measuring a straight line, paralleling the street-facing elevation, between the two (2) most distant ends of the building.
 - (3) In the case of an irregular elevation surface, a single straight line approximating such elevation shall be used to measure the elevation's length.
 - (4) Building frontage used as the basis of determining allowed sign area for one use may not be used again as the basis for determining the permitted sign area for another use.
 - (5) Multi-Tenant Buildings. The portion of a building that is owned or leased by a single occupant shall be considered a building unit. The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.
- g. Final Determination and Appeals. Final determination of measurements and computations for signs and advertising devices shall be made by the City Manager or designee. Appeals shall be made to the Planning and Zoning Commission.

Section 6. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, by deleting Subsections H through K, and the addition of a new Subsection F, of the Englewood Municipal Code 2000, regarding principal signs of the Sign Code to read as follows:

Editor's Note: This entire deleted section is included in new chart, 16-6-13.4 Illumination & Principal signs, Sign types, Sign Area.

H. Signs Permitted in R-1-A, R-1-B, R-1-C, R-2-A and R-2-B Zone Districts. Signs that meet the following criteria may be constructed, displayed, and maintained in the residential districts R-1-A, R-1-B, R-1-C, R-2-A and R-2-B in addition to those permitted in Section 16-6-13.E EMC and for home occupations.

1. Permitted Maximum Number.

- a. ~~One Unit and Multi Unit Residential Uses. For the permitted uses, no signs except as specified in Section 16-6-13.E EMC and Subsection 16-6-13.H.5 EMC.~~
- b. ~~Religious Institutions, Educational Institutions, Public Facilities, Hospitals, Clinics and Professional Offices. For the permitted uses, three (3) signs.~~
- c. ~~Other Lawful Nonresidential Uses. For the permitted uses, two (2) signs.~~

2. Permitted Maximum Sign Area.

- a. ~~One Unit and Multi Unit Residential Uses. For the permitted uses, one (1) square foot, as provided in Subsection 16-6-13.H.5 EMC.~~
- b. ~~Religious Institutions, Educational Institutions, and Public Facilities.~~

~~(1) For the permitted uses, eighty (80) square feet or as calculated in the table herein (whichever is greater):~~

TABLE 16-6-13.1: PERMITTED MAXIMUM SIGN AREA	
Street Frontage	Sign Area/Foot of Street (Sign Area Amounts Are Cumulative)
1 foot to 100 feet	1.5 sq. ft./1 foot
101 feet +	1.0 sq. ft./1 foot

~~(2) No single sign face shall exceed one hundred (100) square feet.~~

- c. ~~Other Lawful Nonresidential Uses. For the permitted uses, twenty (20) square feet total with no single sign face to exceed ten (10) square feet.~~

3. Permitted Sign Types.

- a. ~~Ground Signs. Ground signs are permitted only for religious and educational institutions and public buildings. Such signs shall be no more than fifteen feet (15') in height and shall be set back ten feet (10') from the property line and are subject to the limitations described in subsection 16-6-13.G EMC.~~
- b. ~~Marquees, Canopy or Awning Signs. All signs shall be parallel to the face of the marquee, canopy, or awning upon which such signs are displayed and shall not project above or below the face of the marquee, canopy, or awning, and shall only identify the business by name and/or address.~~

- e. ~~Wall Signs. Wall signs shall not project more than twelve inches (12") from the face of the building to which it is attached and shall not extend above the roofline of the parapet wall.~~
- d. ~~Window Signs. Window signs shall not occupy more than twenty five percent (25%) of the window in which they are displayed and shall not be displayed in windows above the first floor level.~~
- 4. ~~Permitted Illumination. All signs described above except home occupation signs may be illuminated, but only from a concealed light source. Signs shall not remain illuminated between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M., except signs permitted for medical services and public services such as police and fire, which are provided on a twenty four (24) hour basis.~~

5. ~~Signs Additionally Allowed.~~

- a. ~~Home Occupation Sign. Home occupation sign not more than one (1) square foot in area, which is affixed to the building, and which is unlighted and unanimated.~~

I. ~~Signs Permitted in MU R 3 A, MU R 3 B, and TSA Zone Districts. Signs that meet the following criteria may be constructed, displayed and maintained in the MU R 3 A, MU R 3 B, and TSA districts in addition to those permitted in Section 16-6-13.E and Subsection 16-6-13.H.5 EMC.~~

1. ~~Permitted Maximum Number.~~

- a. ~~One Unit and Multi Unit Residential Uses Containing Up to Four (4) Units. For the permitted uses, no signs except as specified in Section 16-6-13.E EMC and Subsection 16-6-13.H.5 EMC.~~
- a. ~~Multi Unit Residential Uses of Five (5) or More Units. For the permitted uses, one (1) sign per street front.~~
- b. ~~Religious Institutions, Educational Institutions, Public Facilities, Hospitals, Clinics, and Professional Offices. For the permitted uses, three (3) signs.~~
- e. ~~Other Lawful Nonresidential Uses.~~
 - (1) ~~MU R 3 A and MU R 3 B Districts: For the permitted uses, two (2) signs.~~
 - (2) ~~TSA Districts: Signs as permitted in the MU B 1 District.~~

2. ~~Permitted Maximum Sign Area.~~

- a. ~~One Unit and Multi Unit Residential Uses Containing Up to Four (4) Units. For the permitted uses, one (1) square foot, as provided in Subsection 16-6-13.H.5.~~
- b. ~~Multi Unit Residential Uses of Five (5) or More Units. For the permitted uses, no single sign face to exceed thirty two (32) square feet.~~
- e. ~~Religious Institutions, Educational Institutions, Public Facilities, Hospitals, Clinics, and Professional Offices.~~
 - (1) ~~For the permitted uses, eighty (80) square feet or as calculated in the table herein:~~

TABLE 16-6-13.2: PERMITTED MAXIMUM SIGN AREA	
Street Frontage	Sign Area/Foot of Street

	(Sign Area Amounts Are Cumulative)
1 foot to 100 feet	1.5 sq. ft./1 foot
101 feet +	1.0 sq. ft./1 foot

(2) ~~No single sign face shall exceed one hundred (100) square feet except as provided in Subsection 16-6-13.1.5.b EMC.~~

d. ~~Other Lawful Nonresidential Uses. For the permitted uses, twenty (20) square feet total with no single sign face to exceed ten (10) square feet. Signs for nonresidential uses in the TSA district shall comply with the standards applicable to the MU-B-1 district.~~

3. ~~Permitted Sign Types.~~

a. ~~Ground Signs. Ground signs are permitted only for religious and educational institutions, public buildings, hospitals, clinics, professional offices, or forty (40) or more residential units. Such signs shall be no more than fifteen feet (15') in height and shall be set back ten feet (10') from the property line and are subject to the limitations described in Subsection 16-6-13.G EMC.~~

b. ~~Marquees, Canopy, or Awning Signs. All signs shall be parallel to the face of the marquee, canopy, or awning upon which such signs are displayed and shall not project above or below the face of the marquee, canopy, or awning, and shall only identify the business by name and/or address.~~

c. ~~Wall Signs. Wall signs shall be no greater than twenty feet (20') in height, and shall not project more than twelve inches (12") from the face of the building to which it is attached and shall not extend above the roofline of the parapet wall.~~

d. ~~Window Signs. Window signs shall not occupy more than twenty five percent (25%) of the window in which they are displayed and shall not be displayed in windows above the first floor level.~~

4. ~~Permitted Illumination. All signs described above except home occupation signs may be illuminated, but only from a concealed light source. Signs shall not remain illuminated between the hours of eleven o'clock (11:00) P.M. and seven o'clock (7:00) A.M., except signs permitted for medical services and public services such as police and fire, which are provided on a twenty four (24) hour basis.~~

5. ~~Signs Additionally Allowed.~~

a. ~~Home Occupation Sign. Home occupation sign not more than one (1) square foot in area, which is affixed to the building, and which is unlighted and unanimated.~~

b. ~~High Rise Building Identification Wall Signs. For multi-storied buildings in excess of the maximum height permitted in the MU-R-3-B district, additional wall sign area shall be permitted for building identification purposes in conformance with the schedule set forth below. Sign area shall be based upon a square footage factor multiplied by horizontal linear footage of the building facade at the elevation of the facade where the sign is placed.~~

(1) ~~For signs located from sixty feet (60') to one hundred feet (100') in height, the factor shall be five (5) square feet.~~

(2) ~~For signs located from one hundred one feet (101') to one hundred fifty feet (150') in height, the factor shall be six (6) square feet.~~

(3) ~~For signs located one hundred fifty one feet (151') to two hundred feet (200') in height, the factor shall be seven (7) square feet.~~

(4) ~~Multi-storied buildings may be permitted identification wall signs of the size provided by subsections (B)(1) through (B)(3) for each building facade visible from a public Right of Way. Wall sign areas permitted by this subsection for one facade may not be used for any facade other than the face for which such allowance is granted. Such signs shall not count against maximum sign area, or maximum number of signs.~~

c. ~~Joint Identification Signs. Joint identification signs are permitted when two (2) or more permitted uses occupy the same parcel or parcels, or building or group of buildings. If joint identification ground signs are used, no other ground signs may be used. Joint identification signs must contain the name and/or address of the uses to which the sign pertains. The following joint identification signs are in addition to all other signs in terms of maximum sign area and number.~~

~~(1) Permitted Sign Face Area. One (1) square foot of sign area for each two (2) linear feet of street frontage; provided, however, that no single sign shall exceed one hundred (100) square feet per face, and that the total area of joint identification sign shall not exceed two hundred (200) square feet.~~

~~(2) Permitted Maximum Number. One (1) sign for each street frontage.~~

~~(3) Permitted Maximum Height. Fifteen feet (15').~~

J. ~~Signs Permitted in Commercial and Industrial Districts. Signs that meet the following criteria may be constructed, displayed, and maintained in the MU B 1, MU B 2, TSA, I 1, and I 2 districts as follows:~~

~~1. Permitted Maximum Number.~~

~~a. For a Lot Having One Permitted Use.~~

TABLE 16-6-13.3: SIGNS PERMITTED IN COMMERCIAL AND INDUSTRIAL DISTRICTS	
Street Frontage in Linear Feet	Number of Signs Permitted (Number of Signs is Not Cumulative)
150 feet or less	3
151 feet to 300 feet	4
301 feet or greater	5

~~b. For a Lot Having Two or More Permitted Uses.~~

TABLE 16-6-13.4: SIGNS PERMITTED IN COMMERCIAL AND INDUSTRIAL DISTRICTS	
Building Frontage of Individual Allowed Use in Linear Feet	Number of Signs Permitted (Number of Signs is Not Cumulative)
150 feet or less	3
151 feet to 300 feet	4
301 feet or greater	5

~~2. Permitted Maximum Sign Area.~~

~~a. For a Lot Having One Permitted Use.~~

- (1) For the permitted use, the sign area shall be eighty (80) square feet or as calculated from the table herein, whichever is greater:

TABLE 16-6-13.5: PERMITTED MAXIMUM SIGN AREA	
Street Frontage in Linear Feet	Sign Area/Foot of Building Front (Sign Area Amounts Are Cumulative)
1 foot to 100 feet	1.5 sq. ft./1 foot
101 feet to 250 feet	1.0 sq. ft./1 foot
251 feet +	0.4 sq. ft./1 foot

- (2) No single sign face shall exceed one hundred (100) square feet in area, except as provided in subsection 16-6-13.J.5, nor shall the total sign area of any use exceed six hundred (600) square feet.

b. For a Lot Having Two or More Permitted Uses.

- (1) For each permitted use the maximum sign area shall be eighty (80) square feet or as calculated from the table herein whichever is greater:

TABLE 16-6-13.6: PERMITTED MAXIMUM SIGN AREA	
Building Frontage of Individual Allowed Use in Linear Feet	Sign Area/Foot of Building Front (Sign Area Amounts Are Cumulative)
1 foot to 100 feet	1.5 sq. ft./1 foot
101 feet +	1.0 sq. ft./1 foot

- (2) No single sign face shall exceed one hundred (100) square feet in area, except as provided in subsection 16-6-13.J.5 EMC, nor shall the total sign area of any use exceed six hundred (600) square feet.

3. Permitted Sign Types. Editor's Note: See Table 16-6-13.4 for Sign Types.

a. Ground Signs.

- (1) A maximum of one (1) ground sign is permitted per business, regardless of the number of lots a single business occupies.
- (2) The maximum height of a ground sign shall be twenty feet (20'). The distance between signs on abutting lots shall be not less than the height of the taller sign.
- (3) If there is more than one (1) business in a building or if a group of buildings are associated by ownership, no ground signs are permitted except joint identification signs.
- (4) Where a ground sign has two (2) or more display faces, only one shall be included in determining the area of the sign.
- (5) Ground signs shall not encroach into any public Right of Way.

b. ~~Marquees, Canopy or Awning Signs.~~

- ~~(1) All signs shall be parallel to the face of the marquee, canopy, or awning upon which such signs are displayed and shall not project above or below the face of the marquee, canopy, or awning, and shall only identify the business by name and/or address.~~
- ~~(2) An encroachment agreement from the City is required for all signs that project over a public Right of Way.~~

e. ~~Projecting Signs.~~

- ~~(1) Maximum area of the sign shall be twenty five (25) square feet per face and the maximum height shall be twenty feet (20').~~
- ~~(2) Such signs shall be located in the "signable area" of the facade of the building, as described in subsection 16-6-13.L.1.c EMC, "Signable Area," and must not obscure major architectural details or extend above the roofline. Such signs shall have a clearance of ten feet (10') from grade level to the bottom of the sign. Maximum projection shall be thirty inches (30") from the building to which it is attached. Where a projecting sign has two (2) or more display faces, all faces shall be included in determining the area of the sign.~~
- ~~(3) An encroachment agreement from the City is required for all signs that project over a public Right of Way.~~

d. ~~Suspended Signs.~~ Shall not exceed four (4) square feet per face in area; shall be separated by a distance of fifteen feet (15'), and shall have a minimum clearance of seven feet (7') above grade level to the bottom of the sign. Such signs shall be limited in content to identification or address of the business. Suspended signs shall not suspend over or project into a public Right of Way.

e. ~~Wall Signs.~~ Wall signs shall be placed only in "signable areas" of a building facade, except as specified in subsection 16-6-13.L.1.c EMC. "Signable Area," of the building means any area of the facade of the building up to the roofline that is free of windows and doors or major architectural detail. Wall signs may not project more than eighteen inches (18") from the supporting wall. Wall signs may not extend above the roofline or parapet wall. Wall signs shall not suspend over or project into a public Right of Way. An encroachment agreement from the City shall be required for all signs that project over a public Right of Way.

f. ~~Window Signs.~~

- ~~(1) Window signs shall not occupy more than twenty five percent (25%) of the total area of the window in which they are displayed. This twenty five percent (25%) maximum coverage shall include all signs except short term advertising signs regardless of whether it is counted for sign area allowed or not. Signs displayed twelve inches (12") or less from the interior of windows shall be debited against the square foot area and number of signs allowed a permitted use.~~
- ~~(2) Window signs are not permitted in windows above the first floor.~~
- ~~(3) All neon signs connected to an electrical outlet located inside a building are considered "window signs" for the purposes of this Sign Code.~~

4. ~~Permitted Illumination.~~

- a. ~~Signs in commercial and industrial zones may be illuminated, but all direct illumination shall not exceed froth (40) watts per bulb.~~

- b. ~~Goose-neck lamps and other similar lighting fixtures that provide a directed illumination of the sign area, without significant spill over of light onto public sidewalks or rights of way, are permitted and encouraged.~~
 - e. ~~Neon illuminated signs are permitted, subject to all other applicable standards in this Section.~~
 - d. ~~Canopy signs may be back lit; awning signs shall not be back lit except for individual letters and business logos.~~
 - e. ~~The following types of illuminated signs are prohibited:~~
 - (1) ~~Signs illuminated with florescent lighting.~~
 - (2) ~~Any sign displaying flashing or intermittent lights, or lights of varying intensity, except those portions of a sign indicating time and temperature or electronic changeable copy signs with intermittent lights due to the change of copy.~~
 - (3) ~~Any sign with direct or indirect lighting that causes direct glare into or upon any lot or tract with a residential use that is adjacent to the lot or tract where the sign is located.~~
5. ~~Signs Additionally Allowed. The following signs are also allowed in commercial and industrial zones subject to the conditions stated.~~
- a. ~~*Drive-Through Identification Signs.* Each permitted use with a sheltered drive through facility may have one identification sign attached to the shelter structure. Maximum sign area shall be ten (10) square feet for each land of the drive-through facility. Such signs shall not count against maximum sign area or number.~~
 - b. ~~*High Rise Building Identification Wall Signs.*~~
 - (1) ~~For multi-storied buildings in excess of the maximum height permitted in the MU B-1, MU B-2, I-1, or I-2 districts, additional wall sign area shall be permitted for building identification purposes in conformance with the schedule set forth below.~~
 - (2) ~~Sign area shall be based upon a square footage factor multiplied by horizontal linear footage of the building facade at the elevation of the facade where the sign is placed:~~
 - (a) ~~For signs located from sixty feet (60') to one hundred feet (100') in height, the factor shall be five (5) square feet;~~
 - (b) ~~For signs located from one hundred one feet (101') to one hundred fifty feet (150') in height, the factor shall be six (6) square feet;~~
 - (c) ~~For signs located one hundred fifty one feet (151') to two hundred feet (200') in height, the factor shall be seven (7) square feet.~~
 - (3) ~~Multi-storied buildings may be permitted identification wall signs for each building facade, visible from a public Right of Way.~~
 - (4) ~~Sign text shall be limited to the name of the business only.~~
 - e. ~~*Identification Signs.* Signs limited to name of occupant, address of premises, and no more than four (4) square feet per sign in area. Such signs are limited to no more than one (1) per street front, and may be illuminated only from a concealed light source. Such signs do not count against maximum sign area or number.~~

- ~~d. *Joint Identification Signs.* Joint identification signs are permitted when two (2) or more permitted uses occupy the same parcel or parcels or building or group of buildings or within the same block. If joint identification ground signs are used, no other ground signs may be used. Joint identification signs must contain the name and/or address of the uses to which the sign pertains. The following joint identification signs are in addition to all other signs in terms of maximum sign area and number.~~
- ~~(1) *Permitted Sign Face Area.* One (1) square foot of sign area for each two (2) linear feet of street frontage; provided, however, that no single sign shall exceed one hundred (100) square feet per face, and that the total area of the joint identification sign shall not exceed two hundred (200) square feet.~~
- ~~(2) *Permitted Maximum Number.* One (1) sign for each street frontage.~~
- ~~e. *Secondary Signs.* On the rear of the building, each business or use may have one (1) sign identifying the name of the business, the products sold, manufactured or services offered, which shall not be counted toward the maximum sign area or number. Such secondary sign shall not exceed one half (1/2) square foot of sign area for each linear foot of the front lot line, or one square foot of sign area for each linear foot of building front for a lot having two (2) or more permitted uses.~~
- ~~f. *Short Term Advertising Signs.* In addition to other signs allowed in a permitted use, each business or designated use may be permitted short term advertising signs, provided such signs are limited to window or wall signs. Window signs shall not cover more than twenty percent (20%) of the window area above that specified in subsection 3(F). Wall signs shall not be greater than fifty (50) square feet in area and subject to the limitations of subsection 3(E). All such signs shall require a permit and shall be limited to a two (2) week period. A maximum of six (6) short term advertising signs shall be permitted per use per calendar year. Such signs shall show the date of installation or display.~~
- ~~g. *Signs Set Back From Public Right of Way.* For buildings with building frontage of fifty feet (50') or less: The permitted area of only one (1) sign face may be increased at the rate of one third of one percent (.0033) for each additional foot of distance beyond the first one hundred feet (100') of building setback and based on the greater of eighty (80) square feet or as calculated in subsection J2, but in no case greater than one hundred (100) square feet. In no case may the increase be more than one hundred percent (100%) of the maximum permitted sign face area and the additional sign area calculated herein shall not count against the maximum sign area and may exceed forty percent (40%) of the signable area. The increase in sign face area will be granted for a sign face that shall be placed at the setback distance as used in the calculation herein.~~

~~For buildings with building frontage of fifty one feet (51') or more: The permitted area of only one (1) sign face may be increased at the rate of one third of one percent (.0033) for each foot of distance beyond the first one hundred feet (100') of building setback and based on the greater of eighty (80) square feet or as calculated in subsection J2, but in no case greater than one hundred (100) square feet. In no one case may the increase be more than one hundred percent (100%) of the maximum permitted sign face area and the additional sign area calculated herein shall not count against the maximum sign area. This increase in sign face area shall be granted for a sign that shall be placed at the setback distance as used in the calculation herein.~~

~~Editor's Note: Requirements for the South Broadway Sign Area have been merged into the overall Sign Code..~~

- ~~k. *Signs Allowed in South Broadway Sign Area* In addition to those signs permitted pursuant to subsection 16-6-13.J EMC, "Signs Permitted in Commercial and Industrial Districts," the following types and sizes of signs are permitted in the South Broadway sign area, subject to the conditions specified below. In the event of any conflicts between the provisions of subsection 16-6-13.J EMC and this subsection 16-6-13.K EMC, the provisions of this subsection shall govern.~~

- ~~1. *Permitted Maximum Number.* Same as 16-6-13.J.1 EMC (MU B 1, MU B 2 Districts).~~

2. ~~Permitted Maximum Sign Area.~~

a. ~~Without City Manager or designee approval. Same as 16-6-13.J.2 EMC (MU B 1, MU B 2 Districts).~~

b. ~~If signage plan is approved by City Manager or designee:~~

(1) ~~For a Lot Having One Permitted Use.~~

(a) ~~For the permitted use, the sign area shall be one hundred (100) square feet, or as calculated from the table herein, whichever is greater:~~

TABLE 16-6-13.7: PERMITTED MAXIMUM SIGN AREA	
Street Frontage in Linear Feet	Sign Area or Volume/Foot of Street Frontage (Sign Area Amounts Are Cumulative)
1 foot to 100 feet	2.0 sq. ft./1 foot
101 feet to 250 feet	1.25 sq. ft./1 foot
251 feet +	0.6 sq. ft./1 foot

(b) ~~No single sign face shall exceed one hundred twenty five (125) square feet in area, except as provided in subsection 16-6-13.J.5 EMC, nor shall the total sign area of any use exceed six hundred (600) square feet.~~

(2) ~~For a Lot Having Two or More Permitted Uses.~~

(a) ~~For each permitted use the maximum sign area shall be one hundred (100) square feet or as calculated from the table herein:~~

TABLE 16-6-13.8: PERMITTED MAXIMUM SIGN AREA	
Permitted Use Frontage in Linear Feet	Sign Area or Volume/Foot of Building Frontage (Sign Area Amounts Are Cumulative)
1 foot to 100 feet	2.0 sq. ft./1 foot
101 feet +	1.25 sq. ft./1 foot

(b) ~~No single sign face shall exceed one hundred twenty five (125) square feet in area, except as provided in 16-6-13.J.5, nor shall the total sign area of any use exceed six hundred twenty five (625) square feet.~~

3. ~~Permitted Sign Types.~~

a. ~~Without Review by the City Manager or Designee.~~

(1) ~~Ground Signs. Same as 16-6-13.J.3.a (MU B 1, MU B 2 Districts), and explicitly including both pole signs and monument signs, except that the maximum height of a ground, pole, or monument sign shall be twenty five feet (25') if reviewed and approved by the City Manager or designee.~~

(2) ~~Marquees, Canopy or Awning Signs. Same as 16-6-13.J.3.b (MU B 1, MU B 2 Districts), except that the sign may contain any information regarding events scheduled to occur in the principal building if the sign design is reviewed and approved by the City Manager or designee.~~

(3) ~~Projecting Signs. Same as 16-6-13.J.3.c (MU B 1, MU B 2 Districts), except that: (1) maximum sign area shall be thirty five (35) square feet per face if the sign design is reviewed and approved~~

by the City Manager or designee; and (2) maximum sign projection shall be forty-two inches (42") from the building to which it is attached if the sign design is reviewed and approved by the City Manager or designee; and (3) no more than one (1) projecting sign may be installed on each facade of a principal structure street frontage; and (4) the lower edge of each projecting sign that extends over a public Right of Way shall have a clearance of ten feet (10') from grade level to the bottom of the sign.

(4) ~~Suspended Signs. Same as 16-6-13.J.3.d (MU B 1, MU B 2 Districts).~~

(5) ~~Wall Signs. Same as 16-6-13.J.3.e (MU B 1, MU B 2 Districts) except that uses which occupy more than twenty thousand (20,000) square feet of gross floor area of a structure per lot and which have more than one hundred feet (100') of South Broadway frontage may be allowed to mount wall signs extending up to five feet (5') above the parapet of the building if the sign design is reviewed and approved by the City Manager or designee.~~

(6) ~~Window Signs. Same as 16-6-13.J.3.f (MU B 1, MU B 2 Districts) except that window signs may include transom signs and window signs may be installed in windows on the second floor of a building if the business on the second floor is a separate permitted use from the business occupying the property on the first floor of the principal building.~~

b. If Signage Plan is Approved by the City Manager or Designee.

(1) ~~Animated Signs. Provided that the animation does not result in a change in appearance of the sign more often than once every two (2) seconds, and that the animation involves a sequence of no more than four (4) distinct images.~~

(2) ~~Exposed Neon Signs. Provided that the neon tubing is at least thirteen (13) millimeters in diameter.~~

(3) ~~Flashing or Blinking Lights or Signs. Provided that the lights do not flash or blink more often than once every two (2) seconds. No sign shall be placed, displayed or maintained that imitates or resembles an official traffic control device or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic control device or signal. (1995 MTC Section 606, as amended).~~

(4) ~~Halo Illuminated Signs. Provided that the light source is completely hidden and is of a contrasting color to the letters, numbers, or images that they illuminate.~~

(5) ~~Roof Signs and Integral Roof Signs. Provided that no portion of any roof sign extends more than five feet (5') above the roof line or parapet line of the principal building.~~

(6) ~~Wall Murals. Provided that only one (1) wall mural shall be approved per principal structure, and that no such mural shall be illuminated.~~

4. Permitted Illumination.

a. ~~Without City Manager or designee approval: Same as 16-6-13.J.4 (MU B 1, MU B 2 Districts).~~

b. ~~Alternative illumination may be requested if signage plan is approved by the City Manager or designee.~~

F. Principal Signs. A principal sign is defined as a sign attached to a building, structure, or the ground in some manner that requires a Sign Permit from the City and is made of durable materials approved by the City

1. Permit Required. A Sign Permit shall be required for all principal signs identified in Table 16-6-13.3(A) EMC – (Permitted Principal Building Signs) and Table 16-6-13.3(B) EMC – (Permitted Principal Ground Signs).
2. Number. The number of allowed signs per use shall be determined by the zone district in which the sign is located based on Tables 16-6-13.6 through 16-6-13.9 EMC – (Zone District Principal Sign Standards).
3. Maximum Sign Area. The maximum allowed sign area for any use shall be determined by Tables 16-6-13.6 through 16-6-13.9 EMC – (Zone District Principal Sign Standards).
 - a. Sign area may be distributed among the allowed number of signs in any manner provided that no single sign face exceeds one hundred twenty-five (125) square feet in area.
4. Location Standards. All portions of a principal sign shall be located completely on the parcel for which the Sign Permit is issued, unless allowed to encroach into or over the public Right-of-Way by an Encroachment Permit and Indemnity Agreement approved by the City.
 - a. A minimum setback from a property line shall not be required unless specified in Tables 16-6-13.6 through 16-6-13.9 EMC – (Zone District Principal Sign Standards).
5. Prohibited Principal Sign Materials. The following materials shall be prohibited for principal signs, Corrugated plastic (i.e. Coroplast), fabric, cloth, canvas, foam board, paper, cardboard, poster board, thin-gauge aluminum less than 1/8" thick, vinyl banner material (Polyvinyl Chloride [PVC]), engineered wood products including plywood, chipboard, particle board, medium density fibreboard (MDF), oriented strand board (OSB), or similar products, or other materials not reviewed and approved by the City Manager or designee.
 - a. Exception: Medium density overlay (MDO), Duraply, or similar paintable surface made of plywood with a weather-resistant resin overlay bonded to the wood by heat and pressure may be used for principal signs constructed with sealed edges.
6. Permitted Principal Signs. It shall be unlawful for any person to erect a principal sign that does not conform to the standards enumerated in Table 16-6-13.3(A) EMC – (Permitted Principal Building Signs), Table 16-6-13.3(B) EMC – (Permitted Principal Ground Signs), and Tables 16-6-13.6 through 16-6-13.9 EMC – (Zone District Principal Sign Standards).
 - a. Principal Signs by Type. The type of signage allowed in each zone district shall be determined by Tables 16-6-13.65 through 16-6-13.9 EMC – (Zone District Principal Sign Standards).

TABLE 16-6-13.3A Permitted Principal Building Signs

	<u>Sign type</u>	<u>Structure/Construction</u>	<u>Signage</u>	<u>Additional Regulations</u>
Principal Building Signs	<u>AWNING</u>	<p><u>Applied to an awning supported only by the building on which it is located.</u></p> <ul style="list-style-type: none"> <u>Clearance: Min. 8' above grade</u> <u>Projection: Shall not project within 5' of back of curb</u> <u>Location: Awning shall not extend beyond the façade on which it is located except at building corners</u> 	<ul style="list-style-type: none"> <u>Number: Each awning with sign copy counts as 1 sign</u> <u>Area: All faces count in area calculation</u> <u>Face: May be on any face (front, side, valance) of the awning</u> <u>Sign Copy: Shall be affixed to awning and shall not project above or below the awning</u> 	<ul style="list-style-type: none"> <u>Encroachment Agreement required for any projection over public Right-of-Way</u> <u>Separate Building Permit required for new awning structure</u> <u>No accessory signs shall be attached to an awning</u>
	<u>CANOPY</u>	<p><u>Applied to a canopy supported by the building on which it is located and a minimum of 1 stanchion.</u></p> <ul style="list-style-type: none"> <u>Clearance: Min. 8' above grade</u> <u>Projection: Shall not project within 5' of back of curb</u> 	<ul style="list-style-type: none"> <u>Number: Each canopy with sign copy counts as 1 sign</u> <u>Area: All faces count in area calculation</u> <u>Faces: May be on any face (front, side, valance) of the canopy</u> <u>Sign Copy: Shall be affixed to canopy face and shall not project above or below the face of the canopy</u> 	<ul style="list-style-type: none"> <u>Encroachment Agreement required for any projection over public Right-of-Way</u> <u>Separate Building Permit required for new canopy structure</u> <u>No accessory signs shall be attached to a canopy</u>
	<u>MARQUEE</u>	<p><u>Applied to a marquee (permanent roof-like structure supported by the building on which it is located).</u></p> <ul style="list-style-type: none"> <u>Clearance: Min. 8' above grade</u> <u>Projection: Shall not project within 5' of back of curb</u> <u>Height: Max. 25' above grade, with no more than 10' above roofline</u> 	<ul style="list-style-type: none"> <u>Number: Marquee structure counts as 1 sign</u> <u>Area: If face separation is > 45°, all faces count; otherwise only largest counts</u> <u>Faces: May be on any face of the marquee</u> <u>Sign Copy: Shall not project above the top of the marquee façade</u> 	<ul style="list-style-type: none"> <u>Encroachment Agreement required for any projection over public Right-of-Way</u> <u>No accessory signs shall be attached to a marquee</u> <u>Marquee signs may include structural elements that extend above the marquee</u> <u>Signs above a marquee structure are counted separately from the marquee sign</u>

TABLE 16-6-13.3A Permitted Principal Building Signs

	<u>Sign type</u>	<u>Structure/Construction</u>	<u>Signage</u>	<u>Additional Regulations</u>
<u>Principal Building Signs</u>	<u>PROJECTING (Blade, Armature)</u>	<p><u>Generally affixed with display face at right angles to the building facade.</u></p> <ul style="list-style-type: none"> <u>Clearance: Min. 8' above grade</u> <u>Projection: Shall not project within 5' of back of curb</u> <u>Location: Signable area of facade</u> <u>Height: Max. 25' with no more than 10' above roofline</u> 	<ul style="list-style-type: none"> <u>Sign Copy: May be on any face</u> <u>Sign Count: 1 face counts toward sign area</u> 	<ul style="list-style-type: none"> <u>Encroachment Agreement required for any projection over public Right-of-Way</u> <u>May require separate Building Permit</u> <u>No accessory signs shall be attached to a projecting sign</u>
	<u>ROOF: Mansard</u>	<p><u>Attached to or affixed to the side of a mansard roof.</u></p> <ul style="list-style-type: none"> <u>Projection: Shall not project beyond building facade</u> <u>Height: Shall not extend above roofline or parapet wall</u> 	<ul style="list-style-type: none"> <u>Faces: All faces count toward sign area</u> 	<ul style="list-style-type: none"> <u>May require separate Building Permit</u> <u>No accessory signs shall be attached to a mansard roof sign</u>
	<u>SUSPENDED</u>	<p><u>Suspended from a horizontal plane of a building or structure.</u></p> <ul style="list-style-type: none"> <u>Clearance: Min. 8' above grade</u> 	<ul style="list-style-type: none"> <u>Maximum sign area: 4 sf/face</u> <u>Faces: 1 face counts toward sign area</u> 	<ul style="list-style-type: none"> <u>Shall not encroach into public Right-of-Way</u> <u>No accessory signs shall be attached to a suspended sign</u>
	<u>WALL</u>	<p><u>Attached to, painted on, or erected against a wall of a building, with display face generally parallel to the building facade.</u></p> <ul style="list-style-type: none"> <u>Location: Signable area</u> <u>Projection: A side wall sign may project beyond the front facade but not within 5' of back of curb</u> <u>Clearance: Any sign projecting more than 4" from the wall shall be at least 8' above grade</u> <u>Height: A maximum of 25% of a wall sign's total area may extend above the roofline or parapet wall, provided the extension does not exceed 3'</u> 	<ul style="list-style-type: none"> <u>Number: Limited to use's maximum allowed number of signs</u> <u>Area: Limited to use's maximum allowed sign area</u> <u>Faces: All faces count toward sign area</u> 	<ul style="list-style-type: none"> <u>Encroachment Agreement required for any projection over public Right-of-Way</u> <u>No accessory signs shall be attached to a wall sign</u> <u>Signable area shall mean the building facade up to the roofline that is free of windows and doors or major architectural detail. If, because of the design of the building, a signable area cannot be identified, the City Manager or designee shall determine a suitable area for signage.</u>

TABLE 16-6-13.3A Permitted Principal Building Signs

	<u>Sign type</u>	<u>Structure/Construction</u>	<u>Signage</u>	<u>Additional Regulations</u>
<u>Principal Building Signs</u>	<u>WINDOW</u>	<p><u>Posted, applied or affixed to the interior or exterior of a window, and seen through the window from the exterior of the structure.</u></p> <ul style="list-style-type: none"> <u>Location: Ground floor glazed areas only</u> 	<ul style="list-style-type: none"> <u>Window Coverage: Maximum 25% of total glazed area on a façade, not to exceed 80 square feet on any one façade (See Additional Regulations)</u> <u>Number: No limit, provided 25% window coverage maximum is not exceeded</u> 	<ul style="list-style-type: none"> <u>For the purpose of this Section total glazed area on a façade shall include all glazed windows and doors, and their framework</u> <u>Window merchandise displays and signs allowed pursuant to 16-6-13(B) EMC- (Incidental Signs Allowed Without Sign Permit) and are exempt from this Section.</u> <u>Sign coverage of less than 25% of the total glazed area on a façade shall not require a Sign Permit</u> <u>Sign coverage exceeding 25% of the total glazed area on a façade shall count toward maximum allowed sign area and shall require a Sign Permit</u> <u>Window signs shall not be permitted in windows above the ground floor</u>

TABLE 16-6-13.3B Permitted Principal Ground Signs

	<u>Sign type</u>	<u>Structure/Construction</u>	<u>Signage</u>	<u>Additional Regulations</u>
Principal Ground Signs	<u>MONUMENT</u>	<p><u>Supported by and integrated with a solid base, as opposed to mounted on poles, posts or other structure.</u></p> <ul style="list-style-type: none"> <u>Height:</u> Residential Zones: Maximum 15' All Other Zones: Maximum 25' <u>Minimum Setback:</u> Residential Zones: 10' <u>Separation: Minimum separation between ground signs on abutting properties shall be not less than the height of the taller sign</u> 	<ul style="list-style-type: none"> <u>Faces counting toward total sign area:</u> 1 or 2 faces: 1 3 or more faces: 2 largest faces <u>Number: 1 ground sign per site (See Additional Regulations)</u> 	<ul style="list-style-type: none"> <u>Subject to sight distance requirements of 16-6-13(E)(1) EMC – (Visibility).</u> <u>Encroachment Agreement required for any projection into public Right-of-Way</u> <u>Minimum distance between signs may be reduced by the City Manager or designee on a case by case basis when lot width or other site conditions preclude meeting the required separation distance</u> <u>If there is more than 1 business in a building or more than 1 business on a site no ground signs are permitted except Multi-Tenant signs. See Section 16-6-13(H)(1) EMC- (Multi-Tenant Signs).</u>
	<u>POLE</u>	<p><u>Supported on poles, posts, or similar upright structure.</u></p> <ul style="list-style-type: none"> <u>Shall not be attached to any part of a building</u> <u>Height:</u> Residential Zones: Maximum 15' All Other Zones: Maximum 25' <u>Minimum Setback:</u> Residential Zones: 10' <u>Separation: Minimum separation between ground signs on abutting properties shall be not less than the height of the taller sign</u> 	<ul style="list-style-type: none"> <u>Faces counting toward total sign area:</u> 1 or 2 faces: 1 3 or more faces: 2 largest faces <u>Number: 1 ground sign per site (See Additional Regulations)</u> 	<ul style="list-style-type: none"> <u>Subject to sight distance requirements of 16-6-13(E)(1) EMC – (Visibility).</u> <u>Pole signs over 8' in height shall require submittal of an engineered, wet-stamp drawing</u> <u>Encroachment Agreement required for any projection over public Right-of-Way</u> <u>Minimum distance between signs may be reduced by the City Manager or designee on a case by case basis when lot width or other site conditions preclude meeting the required distance</u> <u>If there is more than 1 business in a building or more than 1 business on a site no ground signs are permitted except Multi-Tenant signs. See Section 16-6-13(H)(1) EMC.</u>

- b. Dynamic Displays. Dynamic displays may be incorporated into any of the permitted sign types and shall include signage encompassing moving parts or images, LEDs and LCDs, and similar electronic messages.

Table 16-6-13.4: Dynamic Display Signs by Type and Zone District					
P = Permitted NO = Prohibited					
<u>Sign Type</u>	<u>Animated</u>	<u>Changeable Copy: Reader Board</u>	<u>Changeable Copy: Time/Temperature</u>	<u>Electronic Message Display</u>	<u>Flashing</u>
<u>District/Use</u>					
<u>All R1, R2, R3 residential uses up to 4 units</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>All R1, R2 Non- residential uses</u>	<u>No</u>	<u>P¹</u>	<u>P¹</u>	<u>P², P⁵</u>	<u>No</u>
<u>All R3 residential uses of 5 or more units</u>	<u>No</u>	<u>P</u>	<u>P</u>	<u>P², P⁵</u>	<u>No</u>
<u>R3 Non- residential uses</u>	<u>No</u>	<u>P</u>	<u>P</u>	<u>P², P⁵</u>	<u>No</u>
<u>M-1, M-2</u>	<u>No</u>	<u>P</u>	<u>P</u>	<u>P², P⁵</u>	<u>No</u>
<u>MU-B-1 MU-B-2 I-1 I-2</u>	<u>P³</u>	<u>P³</u>	<u>P³</u>	<u>P³, P⁴</u>	<u>No</u>
<u>TSA</u>	<u>Shall conform to R-3 standards, above</u>				
<u>PUD</u>	<u>Per approved PUD sign standards</u>				
<u>Notes to Table:</u>					
<u>P¹ Maximum Area: 10 square feet.</u>					
<u>P² Maximum Area: 20 square feet.</u>					
<u>P³ Maximum Area: Subject to the use's maximum allowed sign area.</u>					
<u>P⁴ Minimum separation between an electronic message display and any R Residential District shall be one hundred feet (100'). Separation shall not apply within Mixed-Use Business District allowing residential uses.</u>					
<u>P⁵ Minimum separation between an electronic message display and boundary line of any residential use: one hundred feet (100').</u>					

(1) General Standards.

- (a) Messages displayed on dynamic display signs shall not direct attention to a business, product, service or entertainment conducted, sold or offered off the premise that is not also conducted, sold or offered on the premise on which the sign is located.
- (b) Any sign using electronic or electro-mechanical technology for changeable copy, which malfunctions, fails, or ceases to operate in its usual or normal programmed manner causing therein motion, movement, flashing or any other similar effects, shall be repaired or reprogrammed within twenty-four (24) hours to stop the motion, movement, or flashing so to maintain a static display until properly functioning.
- (c) Illumination. The intensity of the light source of a dynamic display sign shall not produce glare, the effect of which may constitute a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

- (d) Electronic Billboards. Conversion of an existing billboard to an electronic message display billboard shall be prohibited.
- (e) Existing Dynamic Displays. All signs now considered as dynamic display signs existing on the effective date of this Title that contain an electronic changeable copy module which does not comply with the provisions of this Section shall be made to conform to the brightness, frame hold time, transition duration, and transition method provisions by December 28, 2012.
- (2) Animated Signs. Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement. Wind-driven, changeable copy, electronic message displays, and flashing signs shall not be considered animated signs.
- (3) Changeable Copy Signs. A sign designed to accommodate frequent message changes by either mechanical or electronic means. Manual copy change is not included in this sign type. Changeable copy signs include reader boards and time and temperature units.
- (a) Time and Temperature Sign. Time and temperature signs shall meet the following standards.
- i. Minimum Frame Hold Time. The displayed message shall not change more frequently than once per five (5) seconds.
 - ii. Transition Method: No portion of the message may flash, swirl, change color, fade in or out or in any manner imitate movement.
- (b) Reader Boards. Reader board signs shall meet the following standards.
- i. Maximum Area. Reader boards shall be limited to twenty (20) square feet.
 - ii. Transition Method: No portion of the message may flash, swirl, change color, fade in or out or in any manner imitate movement, however it may scroll across the frame.
- (4) Flashing Signs. Any sign having lights or illumination that blinks, flickers, or varies in intensity at any time when in use is prohibited. The following signs are excluded from this prohibition: holiday decorations and scoreboards pursuant to 16-6-13(B) EMC – (Incidental Signs Allowed Without a Sign Permit) and changeable copy and electronic message display signs pursuant to this Subsection.
- (5) Electronic Message Display (EMD) Signs. Any sign that utilizes computer-generated messages or some other electronic means of changing copy by remote or automatic means shall be subject to the following standards:
- (a) Maximum Number. One (1) EMD sign shall be permitted for each street frontage on a zone lot, parcel or group of parcels.
 - (b) Frames. The sign shall contain static frames only. There shall be no effects of movement, flashing, scintillation, or similar effects within the individual frames.
 - (c) Minimum Frame Hold Time. The displayed message shall not change more frequently than once per ten (10) seconds.
 - (d) Transition Duration. The change of frames shall not exceed three-tenths (0.03) of a second of time between each frame displayed on the sign.
 - (e) Transition Method. Frames shall change by dissolve, fade, or by instantaneous change from one static display to another, but shall remain as a static display after completing the change, and,

once changed, shall remain static until the next change. The change of frames by the use of scrolling, flashing, rolling, window shading, or other similar effects is prohibited.

(f) Illumination.

- (i) Dimmer Software Required. All permitted EMDs shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements of this Subsection.
- (ii) EMD Illumination Limits: The difference between the off and solid-message measurements using the EMD measurement criteria shall not exceed 0.3 foot-candles at night. All measurements shall be taken perpendicular to the face of the EMD at the distance determined by the total square footage of the EMD as set forth in the accompanying Table 16-6-13.5 EMC – (EMD Sign Area Versus Measurement Distance). See Englewood Illustrated Sign Manual for details on how to perform EMD illumination measurements.

<u>Sign Area (sq. ft.)</u>	<u>Measurement Distance (ft.)*</u>
<u>2</u>	<u>14</u>
<u>3</u>	<u>17</u>
<u>4</u>	<u>20</u>
<u>5</u>	<u>22</u>
<u>6</u>	<u>24</u>
<u>7</u>	<u>26</u>
<u>8</u>	<u>28</u>
<u>9</u>	<u>30</u>
<u>10</u>	<u>32</u>
<u>15</u>	<u>39</u>
<u>20</u>	<u>45</u>
<u>25</u>	<u>50</u>
<u>30</u>	<u>55</u>
<u>35</u>	<u>59</u>
<u>40</u>	<u>63</u>
<u>45</u>	<u>67</u>
<u>50</u>	<u>71</u>

*For signs with an area other than those specified above, the measurement distance shall be determined as the square root of (100 x the sign area).

- (iii) Nighttime Maximum. Lighting from the message module shall not exceed 0.3 foot-candles between dusk to dawn as measured from the sign's face.
- (iv) Specifications Required. Applications for Sign Permits containing an electronic display shall include the manufacturer's specifications and cd/m² rating.
- (v) Inspections. The City shall have the right to enter the property and view the programmed specifications of the sign to determine compliance with these provisions in accordance with the Sign Permit issued for the sign.

- c. Principal Signs Allowed by Zone District. The type of signage allowed in each zone district shall be determined by Tables 16-6-13.6 through 16-6-13.9 EMC – (Zone District Principal Sign Standards).

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Table 16-6-13.6: R-1 and R-2 Zone District Principal Sign Standards

<u>Zone District</u>	<u>Use</u>	<u>Permitted Principal Sign¹</u>	<u>Allowed Number</u>	<u>Allowed Area² (in square feet)</u>	<u>Additional Regulations</u>
<u>R-1-A</u>	<u>One-unit residential</u> <u>Multi-unit residential</u>				<ul style="list-style-type: none"> • <u>Only those signs allowed under 16-6-13(B) EMC – (Incidental Signs Allowed Without Sign Permit)</u> • <u>Non-illuminated, no animation</u>
	<u>Home Occupations</u>	<u>Wall</u>	<u>1</u>	<u>1</u>	<ul style="list-style-type: none"> • <u>Non-illuminated, no animation</u>
<u>R-1-B</u>	<u>Public/Institutional</u>	<u>Awning</u>	<u>3</u>	<u>80 square feet or amount calculated on street frontage</u>	<ul style="list-style-type: none"> • <u>See Tables 16-6-13.3A and 3B EMC (Permitted Principal Signs)</u> • <u>See 16-6-13(E)(2)(c) EMC (Sign Illumination Standards) and 16-6-13(F)(6) EMC (EMD Signs)</u> • <u>Monument and Pole: School, religious, and gov't buildings only</u> <u>Maximum height: 15'</u> <u>Minimum Setback: 10'</u> • <u>Illumination prohibited between 11:00 PM and 7:00 AM⁴</u> • <u>No single sign face shall exceed 125 square feet.</u>
<u>R-1-C</u>		<u>Canopy</u>			
<u>R-2-A</u>	<u>Projecting</u>				
	<u>Suspended</u>				
<u>R-2-B</u>	<u>Wall</u>	<u>2</u>	<u>20</u>		
	<u>Window</u>				
	<u>All other uses³</u>	<u>Monument</u>			

Notes to Table:

¹ Electronic message display signs are prohibited except for time and temperature signs.

² See Englewood Illustrated Sign Manual for how to determine street or building frontage.

³ Signs for nonconforming uses shall be subject to the standards of the district in which the use is located.

⁴ Signs provided on a 24-hour basis for medical services and public services such as police and fire are exempt from this requirement.

TABLE 16-6-13.7: MU-R-3 ZONE DISTRICT PRINCIPAL SIGN STANDARDS

Zone District	Use	Permitted Principal Signs	Allowed Number ¹	Allowed Area (in square feet)	Additional Regulations
<u>MU-R-3-A</u> <u>MU-R-3-B</u> <u>MU-R-3-C</u>	<u>Single-unit residential, Multi-unit residential (2-4 units)</u>				<ul style="list-style-type: none"> • <u>Only those signs allowed under 16-6-13(B) EMC – (Incidental Signs Allowed Without Sign Permit)</u> • <u>Non-illuminated, no animation</u>
	<u>Multi-unit residential (5 or more units)</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>	<u><150' street frontage: 2</u> <u>> 150' to < 300' street frontage: 3</u> <u>> 300' street frontage: 4</u> <u>Uses with more than 2 street frontages: 1 additional sign for each frontage</u>	<u>100 square feet or total of street frontage factors below:</u> <u><100' x (1.5 sf);</u> <u>plus</u> <u>> 100' to <250' x (1.0 sf);</u> <u>plus</u> <u>> 250' x (0.4 sf)</u>	<ul style="list-style-type: none"> • <u>See 16-6-13(E)(2)(c) EMC – (Sign Illumination Standards) 16-6-13(F)(6) EMC (EMD Signs)</u> • <u>No single sign face shall exceed 125 square feet.</u>
	<u>Home Occupations</u>	<u>Wall</u>	<u>1</u>	<u>1</u>	<ul style="list-style-type: none"> • <u>No illumination, no animation</u>
	<u>Public/Institutional Hospitals</u> <u>Clinics</u> <u>Offices</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>	<u>3</u>	<u>Minimum 80 square feet or total of street frontage factors below:</u> <u>< 100': 1.5 sf/foot plus</u> <u>> 100': 1.0 sf/foot</u>	<ul style="list-style-type: none"> • <u>See Tables 16-6-13.3A and 3B EMC (Permitted Principal Signs)</u> • <u>No single sign face shall exceed 125 square feet.</u> • <u>Illumination prohibited between 11:00 PM and 7:00 AM ³</u> • <u>See 16-6-13(E)(2)(c) EMC (Sign Illumination Standards) and 16-6-13(F)(6) EMC (EMD Signs)</u> • <u>Monument and Pole: Only for religious, schools, gov't buildings, hospitals, clinics, and offices:</u> <u>Maximum height: 15'</u> <u>Minimum setback: 10'</u>
	<u>All other uses ²</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>	<u>2</u>	<u>20</u>	

Notes to Table:

¹ See Englewood Illustrated Sign Manual for how to determine street or building frontage.

² Signs for nonconforming uses shall be subject to the standards of the district in which the use is located.

³ Signs provided on a 24-hour basis for medical services and public services such as police and fire are exempt from this requirement.

Table 16-6-13.8: M and TSA Zone District Principal Sign Standards

Zone District	Use	Permitted Principal Sign	Allowed Number ¹	Allowed Area (in square feet) ¹	Additional Regulations
M-1 M-2 MO-2	<u>Single-unit residential</u> <u>Multi-unit residential (2-4 units)</u>				<u>Only those signs allowed under 16-6-13(B) EMC – (Incidental Signs Allowed Without Sign Permit)</u>
	<u>Multi-unit residential (5 or more units)</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Monument</u>	<u>≤150' street frontage: 2</u> <u>>150' to <300' street frontage: 3</u> <u>>300' street frontage: 4</u> • <u>Uses with more than 2 street frontages: 1 additional sign for each frontage</u>	<u>100 square feet or total of street frontage factors below:</u> <u><100': 1.5 sf/ft</u> <u>plus</u> <u>>100' to <250': 1.0 sf/ft</u> <u>plus</u> <u>>250': 0.4 sf/ft</u>	<ul style="list-style-type: none"> ▪ <u>See Tables 16-6-13.3(A) and 3(B) EMC (Permitted Principal Signs)</u> ▪ <u>Prohibited illumination: Flashing, intermittent lights,</u> ▪ <u>Direct glare onto a residential use adjacent to the location of the sign</u> ▪ <u>See 16-6-13(E)(2)(c) EMC – (Sign Illumination Standards) and 16-6-13(F)(6) EMC – (EMD Signs)</u> ▪ <u>No single sign face shall exceed 125 square feet</u>
	<u>Home Occupations</u>	<u>Wall</u>	<u>1</u>	<u>1</u>	<u>No illumination, no animation</u>
	<u>Public/Institutional</u> <u>All other allowed ²</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>	<u>≤150' street frontage: 3</u> <u>150' to <300' street frontage: 4</u> <u>>300' street frontage: 5</u>	<u>100 square feet or total of street frontage factors below::</u> <u><100': 1.5 sf</u> <u>plus</u> <u>>100' to <250': 1.0 sf/ft 1.0 sf</u> <u>plus</u> <u>>250': 0.4 sf/ft</u>	<ul style="list-style-type: none"> ▪ <u>See Tables 16-6-13.3(A) and 3(B) EMC – (Permitted Principal Signs)</u> ▪ <u>Prohibited illumination: Flashing, intermittent lights</u> ▪ <u>Direct glare onto a residential use adjacent to the location of the sign</u> ▪ <u>See 16-6-13(E)(2)(c) EMC (Sign Illumination Standards) and 16-6-13(F)(6) EMC (EMD Signs)</u> ▪ <u>No single sign face shall exceed 125 square feet</u>
TSA	<u>Residential</u>	<u>Shall comply with standards applicable to MU-R-3-A district</u>			
	<u>Non-residential</u>	<u>Shall comply with standards applicable to MU-B-1 district</u>			

Notes to Table:

¹ See Englewood Illustrated Sign Manual for how to determine street or building frontage.

² Signs for nonconforming uses shall be subject to the standards of the District in which the use is located.

TABLE 16-6-13.9: MU-B, I, AND PUD ZONE DISTRICT PRINCIPAL SIGN STANDARDS

<u>Zone District</u>	<u>Use</u>	<u>Permitted Principal Sign Types</u>	<u>Allowed Number</u>	<u>Allowed Area (in square feet)</u>	<u>Additional Regulations</u>
<u>MU-B-1</u> <u>MU-B-2</u>	<u>Single use on site</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Roof Mansard</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>	<u>≤150' street frontage: 3</u> <u>> 150' to ≤300' street frontage: 4</u> <u>> 300' street frontage: 5</u> • <u>Uses with more than 2 street frontages: 1 additional sign for each frontage</u>	<u>100 square feet or total of street frontage factors below:</u> <u>1' to 100': 2.0 sf/ft</u> <u>plus</u> <u>>100' to <250': 1.25 sf/ft,</u> <u>plus</u> <u>> 250': 0.6 sf/ft</u>	<ul style="list-style-type: none"> • <u>See Tables 16-6-13.3(A) and (B) EMC – (Permitted Principal Signs)</u> • <u>Prohibited illumination: Flashing, intermittent lights</u> • <u>Direct glare onto a residential use adjacent to the location of the sign</u> • <u>For electronic signs See 16-6-13(E)(7) EMC – (Electronic Message Display Signs)</u> • <u>No single sign face shall exceed 125 square feet.</u>
	<u>Multiple uses on site (Each allowed use)</u>	<u>Awning</u> <u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Roof Mansard</u> <u>Suspended</u> <u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>	<u>≤150' building frontage: 3</u> <u>> 150' to ≤300' building frontage: 4</u> <u>> 300' building frontage: 5</u>	<u>100 square feet or total of building frontage factors below using the individual use's building frontage:</u> <u>≤100': 2.0 sf/ft</u> <u>plus</u> <u>> 100': 1.0 sf/ft</u>	<p><u>See 16-6-13(H) EMC - (Sign Bonuses) for:</u></p> <ul style="list-style-type: none"> • <u>Multi-tenant properties</u> • <u>Multi-storied buildings</u> • <u>Buildings set back more than 100 feet from front property line</u>
<u>PUD</u>	<u>Per individual PUD regulations</u>				

Notes to Table:

See Englewood Illustrated Sign Manual for how to determine street or building frontage.

Section 7. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, with the addition of a new Subsection G, of the Englewood Municipal Code 2000, regarding accessory signs of the Sign Code to read as follows:

G. Accessory Signs.

1. On-Site Accessory Signs and Advertising Devices.

- a. Purpose. The purpose of allowing certain on-site accessory signs and advertising devices includes:
- (1) Recognizing and accommodating the business community's desire for economical short-term signage that can be easily installed, changed, or moved to meet limit advertising needs; and
 - (2) Maintaining an aesthetically pleasing environment by minimizing sign clutter.
- b. Prohibited. On-Site Accessory Signs and Advertising Devices. Strings of pennants, streamers, fringe and similar devices, balloons and balloon bouquets shall be prohibited.
- c. Maintenance. On-Site accessory signs and advertising devices shall be constructed and maintained in accordance with 16-6-13(A)(5) EMC – (Sign Maintenance). Any on-site accessory sign or advertising device that is in disrepair or unsafe shall be repaired, removed, or replaced upon written notice of the City Manager or designee.
- d. Materials and Anchoring. All accessory signs or advertising devices shall be durable and weather-resistant and fastened or anchored sufficiently, whether attached to the building or positioned in the ground.
- e. Standards. No on-site accessory signs or advertising devices shall:
- (1) Be located on or over the public Right-of-Way.
 - (2) Be located on the roof of any building or structure.
 - (3) Be located on a principal sign or sign structure, fence, utility pole or other structure not intended as a sign support.
 - (4) Be located so that it can come in contact with power lines.
 - (5) Encroach or extend over any property line.
 - (6) Be illuminated, contain flashing or blinking lights, or electronic changeable copy.
 - (7) Obstruct traffic visibility or any official traffic control device.
 - (8) Be made to look like, or contain any representation of a traffic control device or traffic sign, or
 - (9) Block any public entrance to or required emergency exit from a building.
- f. Permit. No Sign Permit shall be required for the placement of an allowed on-site accessory sign or advertising device. However, any on-site accessory sign or advertising device found to be in violation of this Title shall be declared a nuisance by the City and shall be subject to enforcement pursuant to Chapter 16-10 EMC – (Enforcement and Penalties).
- g. Variances. Due to the intended short-term nature of on-site accessory signs and advertising devices, such signs and devices shall not be subject to variances.

- h. On-Site Accessory Signs and Advertising Devices Measurement and Calculations. The maximum size of an on-site accessory sign or advertising device shall be based on its area, linear length, or profile depending on the type of sign or device. Calculations shall be based on Table 16-613.10 below:

Table 16-6-13.10: Accessory Sign Measurement		
<u>Sign Type</u>	<u>Calculation Method</u>	<u>Measurement Method</u>
<u>Banners, Wind-Driven, Portable</u>	<u>Area</u>	<u>4 - line enclosure</u>
<u>Inflatables, 3-D objects</u>	<u>Profile</u>	<u>L x W measured at the object's largest extended profile</u>

- i. Signs associated with special events or temporary uses allowed by this Title shall be considered accessory signs and subject to the provisions of this Subsection. Such signs shall be allowed for the duration of the special event or allowed temporary use.
- j. Sign Specific Standards for Allowed On-Site Accessory Signs or Advertising Devices. On-site accessory signs or advertising devices shall be allowed pursuant to Table 16-6-13.11 EMC – (Table of Allowed On-Site Accessory Signs and Advertising Devices) below:

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Table 16-6-13.11: Table of Allowed On-Site Accessory Signs and Advertising Devices

<u>On-Site Accessory Signs and Advertising Devices</u>	<u>Types</u> ¹	<u>Zone Districts in which Allowed</u>	<u>Allowed Uses</u>	<u>Maximum Number</u>	<u>Maximum Total Area</u> ² (in sf)	<u>Maximum Height</u> (in feet)	<u>Additional Regulations</u>
<u>Banners (with or without message)</u>	<u>Wall</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>Non-residential uses only</u>	<u>1</u>	<u>15</u>	<u>15</u>	<ul style="list-style-type: none"> ▪ <u>Accessory wall banners prohibited for single and multi-unit residential uses up to 5 units</u> ▪ <u>Wall banner shall be affixed to building facade only and shall not extend beyond facade</u> ▪ <u>Multi-tenant properties: See Notes to Table⁴</u>
		<u>All other zones</u>	<u>All single uses</u>	<u>2</u>	<u>30</u>	<u>30</u>	
<u>Wind-Driven (with or without message)</u>	<u>Pole (ground mounted including non-exempt flags, pennants, sail, tear drop or feather banners, wigglers, and similar devices)</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>Non-residential uses only</u>	<u>1</u>	<u>15</u>	<u>15</u>	<ul style="list-style-type: none"> ▪ <u>Does not apply to flags of nations or an organization of nations, states, or cities. See 16-6-13(B) EMC - (Incidental Signs Allowed Without Sign Permit)</u> ▪ <u>Residential zone minimum setback: 10'</u> ▪ <u>Multi-tenant properties: See Notes to Table⁴</u>
		<u>All other zones</u>	<u>All single uses</u>	<u>2</u>	<u>30</u>	<u>25</u>	
	<u>Staff (mounted on building)</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>Non-residential uses only</u>	<u>1</u>	<u>15</u>	<u>15</u>	
		<u>All other zones</u>	<u>All single uses</u>	<u>2</u>	<u>30</u>	<u>=</u>	
<u>Portable</u>	<u>A-frame, sandwich board, pedestal</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>Non-residential uses only</u>	<u>1</u>	<u>15</u>	<u>6</u>	<ul style="list-style-type: none"> ▪ <u>Residential zone minimum setback: 10'</u> ▪ <u>Multi-tenant properties: See Notes to Table⁴</u> ▪ <u>Regulation of signs in the public Right-of-Way: See Notes to Table⁵</u>
		<u>All other zones</u>	<u>All single uses</u>	<u>2³</u>	<u>30</u>	<u>25</u>	
<u>Inflatables</u>	<u>Cold air or gas-filled objects, Tubes, tube dancers, tornado tubes, or similar devices</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>Non-residential uses only</u>	<u>1</u>	<u>15</u>	<u>15</u>	<ul style="list-style-type: none"> ▪ <u>Residential zone minimum setback: 10'</u> ▪ <u>Multi-tenant properties: See Notes to Table⁴</u>
		<u>All other zones</u>	<u>All single uses</u>	<u>2</u>	<u>30</u>	<u>25</u>	
<u>3-D Objects</u>	<u>All objects not classed as inflatables</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>Non-residential uses only</u>	<u>1</u>	<u>15</u>	<u>6</u>	<ul style="list-style-type: none"> ▪ <u>Residential zone minimum setback: 10'</u> ▪ <u>Multi-tenant properties: See Notes to Table⁴</u>
		<u>All other zones</u>	<u>All single uses</u>	<u>2³</u>	<u>30</u>	<u>25</u>	
<u>Human</u>	<u>Hand-held, mounted, costume</u>	<u>R-1-A, R-1-B, R-1-C, R-2-A, R-2-B</u>	<u>All uses</u>	<u>=</u>	<u>=</u>	<u>=</u>	<ul style="list-style-type: none"> ▪ <u>See Section 16-6-13(G)(3) EMC - (Human Signs)</u> ▪ <u>Multi-tenant properties: See Notes to Table⁴</u>
		<u>All other zones</u>	<u>All uses</u>	<u>1</u>	<u>10</u>	<u>=</u>	

Notes to Table:

¹ Classification of on-site accessory signs or advertising devices not listed in this Table shall be determined by the City Manager or designee. Interpretations shall be made to the Planning and Zoning Commission.

² Combined total area of all allowed on-site accessory signs and advertising devices.

³ Only 1 on-site sign/device is permitted if an on public sidewalk accessory sign is utilized.

⁴ Multi-Tenant Properties. Each allowed use on the ground floor of a multi-tenant property shall be allowed 1 on-site accessory sign or advertising device.

⁵ For regulation of Signs in the public Right-of-Way 16-6-13 D (2) (f) (5) (c).

2. Human Signs. A human sign is defined as an accessory sign which is worn (including costumes), held or attached to a human for promotional purposes or to advertise any business, commodity, service, activity, or product. Human signs do not include T-shirts, hats, or other similar clothing.

a. Maximum Number. Each allowed use is permitted to use one (1) human sign. A Sign Permit shall not be required for a human sign.

b. Maximum Area. The maximum area of a sign held or attached to a human shall be ten (10) square feet.

c. Standards. Human signs may be located on private property or on the public sidewalk to provided the following standards are met:

(1) No human sign shall be held, displayed, or otherwise located on a public street, roadway, alley, or median of a public street.

(2) No human sign shall utilize electronic components.

(3) Human signs shall yield to the passage of pedestrians, and

(4) Humans sign shall not:

(a) Impair lines of sight that are necessary for the safe movement of vehicular or pedestrian traffic,

(b) Block the visibility of any traffic control device or traffic signal for motorists or pedestrians, or

(c) Place any item on any public Right-of-Way.

Section 8. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 13, with the addition of a new Subsection H, of the Englewood Municipal Code 2000, regarding sign bonuses of the Sign Code to read as follows:

H. Sign Bonuses.

1. Multi-Tenant Signs. Multi-tenant signs are allowed when two (2) or more permitted uses occupy the same parcel or parcels, or building or group of buildings under the same ownership. Multi-Tenant signs shall be in addition to all other signs in terms of maximum sign area and number, provided:

a. No other ground signs are used on the parcel or parcels.

b. Permitted Sign Type: Multi-Tenant signs shall be limited to ground or wall signs and shall not exceed the maximum sign height allowed in the zone district in which the sign is located.

c. Permitted Sign Face Area. One (1) square foot of sign area for each two (2) linear feet of street frontage; provided, however, no single sign shall exceed one hundred twenty-five (125) square feet per face.

d. Permitted Maximum Number. One (1) sign for the primary street frontage. An additional sign is permitted for each additional street frontage greater than one hundred fifty feet (150').

e. Signs may be located anywhere on site provided sight distance and minimum separation requirements are met.

- f. Where, on the effective date of this Section, two (2) or more multi-tenant signs exist on a property with multiple frontages, such signs shall not be considered nonconforming solely due to not meeting the minimum lot frontage requirement of this Subsection.
2. Buildings Set Back One Hundred Feet or More from the Public Right-of-Way. The area of one (1) principal sign face may be increased at the rate of one-third of one percent (.0033) for each foot of distance beyond the first one hundred feet (100') of building setback. The increase shall be based on the use's allowed sign area, as determined by Tables 16-6-13.6 through 16-6-13.9 EMC – (Zone District Principal Sign Standards), provided the increase in sign face area:
- a. Shall not exceed one hundred twenty-five (125) square feet.
 - b. Shall not exceed the maximum sign height allowed in the zone district in which the sign is located.
 - c. Shall be granted only for a sign placed at the setback distance used in the calculation.
 - d. Shall not apply in residential (R) zone districts.
 - e. Shall not apply to accessory signs.
 - f. Shall not be used in combination with 16-6-13(H)(3) EMC – (Multi-Story Building Identification Wall Signs).
 - g. The additional sign area calculated herein shall not count against the maximum sign area. See Englewood Illustrated Sign Manual for a detailed description of how to calculate increased sign area.
3. Multi-Story Building Identification Wall Signs. For multi-story buildings in excess of seventy-five feet (75'), additional wall sign area shall be permitted for building identification purposes in conformance with the schedule set forth below.
- a. Sign area shall be based upon a square footage factor multiplied by the horizontal linear footage of the building's facade at the elevation where the sign is placed as shown in Table 16-6-13.12 below:

Table 16-6-13.12: Multi-Story Building Sign Bonus Factor	
Sign Elevation (Bottom of sign to grade)	Square Footage Factor
<u>75 feet – 100 feet</u>	<u>5 square feet</u>
<u>> 100 feet – 150 feet</u>	<u>6 square feet</u>
<u>> 150 feet</u>	<u>7 square feet</u>

- b. Multi-story buildings may be permitted identification wall signs for each building facade.
- c. Wall sign areas permitted by this Subsection for one facade may not be used for any facade other than the one for which the allowance is granted.
- d. Such signs shall not count against maximum sign area or number.
- e. Electronic message display signs shall not be permitted under this Subsection.
- f. The multi-story bonus shall not be used in combination with 16-6-13(H)(2) EMC – (Buildings Set Back One Hundred Feet or More from the Public Right-of-Way).

g. The additional sign area calculated herein shall not count against the maximum sign area. See Englewood Illustrated Sign Manual for a detailed description of how to calculate increased sign area.

Section 9. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 11, Chapter 3, Section 3(B), of the Englewood Municipal Code 2000, regarding accessory signs of the Sign Code to read as follows:

11-3-3: Obstructions and Harmful Substances.

- A. Materials. Except as otherwise provided in this Code, it shall be unlawful for any person to obstruct a street, sidewalk or gutter with any debris, lumber, sand, gravel, dirt, abandoned or wrecked automobiles or other material of substance, without first obtaining written permission from the City. Such permit may be granted only where the obstruction is necessary for the construction, alteration or repair of the adjoining property, and such permitted obstruction shall be limited to as short a time as is reasonably possible. Each day that such an unlawful obstruction is permitted to exist shall constitute a separate and distinct offense.
- B. Merchandise. It shall be unlawful for any person to erect any booth or stand for the display of any merchandise for advertising on any sidewalk of the streets of the City or to place or allow to be placed any signs or display boards, except those permitted by 16-6-13(D)(2)(f) EMC, or any other obstructions on any of the sidewalks or streets of the City; provided, however, that nothing in this subsection shall prevent the receiving or delivering of goods, wares or merchandise, provided that no obstructions of sidewalks or streets for this purpose shall be of longer duration than is absolutely necessary for such receiving or delivery; sales pursuant to a public sidewalk sale or farmer's market as those terms are defined in E.M.C. Title 16 or a permitted newsrack placed in compliance with this Title.

Section 10. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2 Section 2, of the Englewood Municipal Code 2000, pertaining to Table 16-2-2.1: Summary Table of Administrative and Review Roles of the Sign Code to read as follows

16-2-2: Summary Table of Administrative and Review Roles.

The following table summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of the procedures set forth in this Chapter. For purposes of this table, an "(Approval) Lapsing Period" refers to the total time from the application's approval that an applicant has to proceed with, and often complete, the approved action. Failure to take the required action within the specified "lapsing period" will automatically void the approval. See Section 16-2-3.L EMC, "Lapse of Approval," below.

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES										
Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required ¹			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None
Annexation Petitions	16-2-5	✓	R	R	D		✓		✓	None
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year

Conditional Use - Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Flood Plain Dev't. Permit and Flood Plain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Limited Review Use Permits	16-2-13	✓	D	A						1 year
<u>Landmark Sign</u>	<u>16-6-13</u>	<u>✓</u>		<u>D</u>	<u>A</u>		<u>✓</u>		<u>✓</u>	
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓	✓	✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final Plat		✓	R	R	D		✓	✓	✓	60 days to record
Recorded Final Plat										None
Minor Subdivision	16-2-11									
Preliminary Plat		✓	D	A						6 months to submit Final Plat
Final Plat			D	A						60 days to record
Recorded Final Plat										None
Official Zoning Map Amendments (Rezoning)	16-2-7	✓	R	R	D		✓	✓	✓	None
PUD and TSA Rezoning	16-2-7	✓	R	R	D		✓	✓	✓	None
Temporary Use Permits	16-2-14	✓	D	A						As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A						None
Zoning Site Plan	16-2-9		D	A						3 years
Zoning Variances	16-2-16	✓	R			D	✓		✓	180 days
CM/D = City Manager or Designee (Including the Development Review Team) PC = Planning and Zoning Commission CC = City Council BAA = Board of Adjustment and Appeals										
¹ Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements										

Section 11. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 2, Subsection 2(7)(h) to reflect changes in the Sign Code, of the Englewood Municipal Code 2000, to read as follows:

16-5-2: Use Specific Standards.

A. Residential Uses.

7. Boarding or Rooming House. Boarding or rooming houses are subject to the following standards:

- a. The use shall apply for and receive a Conditional Use Permit.
- b. The use shall be limited to an owner occupied, one-unit dwelling.
- c. The use shall submit a Zoning Site Plan for review by the City for compliance with all zoning and housing regulations.
- d. The use shall be non-transferable.
- e. The use shall have a City Sales Tax License if required.
- f. The use shall comply with all applicable City codes.
- g. The use shall have no more than four (4) boarders per dwelling.
- h. No signs shall be permitted except as specified in Section 16-6-13(B) EMC – (Incidental Signs Allowed Without Sign Permit).

Section 12. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 9, Section 5(A) and (B), of the Englewood Municipal Code 2000, to reflect changes in the Sign Code to read as follows:

16-9-5: Nonconforming Signs.

The intent of this Section is to protect the aesthetic landscape of the City by reducing negative impacts of nonconforming signs. At the same time, the regulations assure that the signs may continue and that the sign regulations will not cause unnecessary burdens. The intent of these regulations is not to force all signs to be immediately brought into conformance with current regulations; instead, the intent is to gradually bring existing signs into conformance.

A. Nonconforming Signs. Any sign ~~which was~~ lawfully erected and maintained in accordance with the provisions of any prior applicable to the effective date of the Sign Code, but which does not conform to the limitations regulations established by the Sign Code this Title, except those signs prohibited, hazardous, or abandoned, shall be considered a nonconforming sign. Nonconforming signs shall not be altered in any way that would increase the degree of nonconformity or extend the productive life of the sign and shall be subject to the following conditions:

1. ~~Registration of Nonconforming Signs.~~ All nonconforming signs shall be required to be registered with the City. ~~If a valid permit exists for the nonconforming sign, the City will complete the registration and notify the owner or lessee of the sign or the owner of the property on which the sign is located requesting verification of the registration information. If no valid permit exists for the nonconforming sign or if insufficient information is available, the owner or lessee of the sign or the owner of the property on which the sign is located will be notified and must register the nonconforming sign or provide the necessary information within thirty (30) calendar days of receipt of the notification.~~

2. Maintenance and Copy Change. Maintenance and copy change are allowed provided no structural alterations are made.
3. Ownership. The status of a nonconforming sign is not affected by changes in sign, business, or property ownership.
4. Alteration. A nonconforming sign or sign structure shall not be moved, replaced, or structurally altered unless brought into conformance with the sign regulations of this Title.
- ~~25. No Expansion. A nonconforming sign or sign structure shall not be expanded in area or height, and shall not be altered in any way that would increase the degree of nonconformity or extend the productive life of the sign.~~
- ~~3. Termination of Nonconforming Signs. Any nonconforming sign shall be brought into conformance or shall terminate and cease to exist within ten (10) years from the date a permit was issued. If seven (7) years or more have passed from the date a permit was issued to the effective date of the Sign Code, then the sign must be brought into conformance or terminate and cease to exist within three (3) years from the effective date of the Sign Code. Any nonconforming sign without a valid permit must be brought into conformance or terminate and cease to exist within three (3) years from the effective date of the Sign Code. In addition, a nonconforming sign must be brought into conformance or terminate and cease to exist if any one of the following conditions occurs:~~
- ~~a. Whenever the sign is damaged more than fifty percent (50%) of its total replacement value, or destroyed from any cause whatsoever, or becomes obsolete or substandard under any applicable ordinance of the City, to the extent that the sign becomes a hazard or a danger.~~
 - ~~b. Whenever the ownership of the property changes on which the nonconforming sign is located.~~
 - ~~c. Whenever there is a change in the lessee, ownership of the business, or use to which the sign pertains.~~
 - ~~d. Whenever there is a request made for a permit to change the sign.~~
 - ~~e. Whenever there is a request for a permit to make improvements to the facade of the building on which the nonconforming sign is located.~~
- ~~5. Appeals. The owner or lessee of a sign, or the owner of the property on which a sign is located, who has been notified by the City that such sign is nonconforming, may appeal that decision to the City Manager or designee, within twenty (20) days of the receipt of such notice. The appeal shall contain the appellant's name and address, the decision being appealed, and a brief explanation of why the appellant should not be required to comply with the document appealed. The City Manager or designee may meet informally with the appellant to exchange necessary information and shall issue a decision in writing to the appellant at his address stated in the appeal.~~
- ~~If the decision of the City Manager or designee is not satisfactory to said owner or lessee, within thirty (30) days of the City Manager's or designee's decision, he may apply for a variance from the Board of Adjustment and Appeals as provided for in Section 16-2-16 EMC.~~
6. Re-establishment. A nonconforming sign or sign structure that is brought into conformance with the regulations of this Title shall not be re-established as a nonconforming sign.
7. Termination. The right to continue a nonconforming sign shall end whenever:
- a. The total replacement cost of the sign exceeds fifty percent (50%) of the sign's value at the time of damage. Replacement cost and value shall be determined by the average of appraisals and estimates by three (3) sign contractors licensed by the City and approved by the City Manager or designee.
 - b. A request is made for a Permit to change the sign, or

c. A request is made for a Permit to make improvements to the facade of the building to which the nonconforming sign is attached.

4.g. Nonconforming Signs in Newly Annexed Areas. Any owner or operator of a nonconforming sign in a newly annexed area shall terminate such nonconforming sign in accordance with the requirements of this Section, with the effective date of the annexation ordinance being the start of the time limitation.

B. Landmark Nonconforming Signs. The City recognizes that some nonconforming signs may hold cultural, historic or architectural significance to the citizens of the City. Nonconforming signs that have been damaged more than fifty percent (50%), as determined above, may be permitted to be reconstructed in a like manner.

1. Conditions for Application for Landmark Nonconforming Sign Reconstruction.

a. The nonconforming sign being reconstructed shall have been:

(1) Damaged more than fifty percent (50%) as determined in Subsection A7, above.

(2) In continuous use since prior to the enactment of Ordinance No. 29, Series of 1982, on July 6, 1982, and

(3) Damaged not more than one hundred eighty (180) days prior to submittal for an Application for Landmark Nonconforming Sign Reconstruction.

b. The reconstructed sign shall:

(1) Not increase the nature or degree of nonconformity.

(2) Be placed on the same property, and

(3) Meet all other applicable standards and regulations of the City.

2. Procedure.

a. Application. Application for the reconstruction of a landmark nonconforming sign shall be made by the sign owner on forms provided by the City.

b. Notice. The City shall require that published notice of required public hearings be given in accordance with Section 16-2-3(G) EMC (*Notice Requirements*).

c. Planning and Zoning Commission Review.

(1) The Commission shall schedule a public hearing on the application no more than thirty (30) days after the submission of the application.

(2) The Commission shall review the application for conformance with the criteria established in this Subsection.

(3) The Commission shall recommend approval, modification and approval, or denial of the application.

d. Appeal. Appeals from the Commission decision shall be made to City Council.

3. Criteria for Review. In approving the replacement of a damaged nonconforming sign the Commission shall find that the sign meets the conditions of application stated above, and:

- a. Embodies distinguishing characteristics of an architectural type inherently valuable for a study of a period, style, method of construction, or craftsmanship; or
- b. Exemplifies or reflects the broad cultural, economic or social history of the City.

Section 13. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2(B), of the Englewood Municipal Code 2000, to reflect changes in the Sign Code to read as follows:

[These definitions relate only to the "Signs" under the U.D.C. (Title 16 EMC). They are to be inserted in Title 16-11-2(B) "Definitions" in alphabetical order.]

16-11-2: Definition of Words, Terms, and Phrases.

A. **Undefined Terms.** For words, terms, and phrases used in this Title that are not defined below, or elsewhere in this Title, the City Manager or designee shall interpret or define such words, terms, and phrases. In making such interpretations or definitions, the City Manager or designee may consult secondary sources related to the planning profession for technical words, terms and phrases, including but not limited to: A Glossary of Zoning, Development, and Planning Terms - Planning Advisory Service Report 491/492, edited by Michael Davidson and Fay Dolnick (American Planning Association, Chicago, Ill. 1999); A Survey of Zoning Definitions - Planning Advisory Service Report Number 421, edited by Tracy Burrows (American Planning Association, Chicago, Ill. 1989); Zoning and Development Definitions for the Next Century, edited by Michael Davidson, in Zoning News (American Planning Association, August 1999); and The Illustrated Book of Development Definitions, by Harvey S. Moskowitz and Carl G. Lindbloom (Center for Urban Policy Research, Rutgers University, N.J. Third Edition. 1987). The City Manager or designee may consult Webster's Unabridged Dictionary (Random House Reference and Information Publishing, New York, 1997), as supplemented, or other available reference source for other words, terms, and phrases.

B. **Definition of Words, Terms, and Phrases.**

~~*Banner:* Any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one(1) or more edges. An accessory sign made of cloth, canvas, plastic, fabric, or flexible material of any kind with only such material for backing. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.~~

~~*Billboard:* See definition of "Sign Billboard".~~

Brightness: For the purpose of sign illumination, brightness is the visual sensation related to the intensity of light emanating from the face of a sign.

Building Frontage: The horizontal linear dimension of a building facade, or portion occupied by a use, that faces a public street. A corner use shall be permitted to use the secondary facade to determine total "building frontage."

~~*Canopy:* A roof-like structure that is attached to a wall or walls of a supported by the building and which may be provided with ground supports. Usually of a lighter material than a marquee, on which it is located and a minimum of one (1) stanchion.~~

~~*Commercial Sign:* A sign that conveys information predominately related to the economic interests of its proprietor and its audience; or a sign that purposes a commercial transaction; or a sign that conveys information for the purpose of inducing or permitting its audience to enter into a commercial transaction.~~

~~*Concealed Light Source:* An artificial light intended to illuminate the face of a sign, which light is shielded from public view and from adjoining properties.~~

~~*Display Surface or Face:* The area made available by the sign structure for the purpose of displaying a message.~~

~~*Drive Through Identification Sign:* A sign that identifies a drive through facility and the business to which it belongs.~~

Dynamic Displays: A generic term for non-traditional signage encompassing signs with moving parts, LED displays, moving images, and electronic messages.

~~*Election Sign:* A sign providing information regarding elections, candidates, or issues concerning such elections.~~

Flag: Any fabric, or similar material banner, or bunting containing distinctive colors, patterns, or symbols designs, attachable at one edge to a staff or cord, and used as a symbol of a government or political subdivision thereof. All other such devices shall be considered banners.

Frame: A complete, static display message on an electronic message display.

Frame Hold Time: The time interval a static frame must remain on the display before transitioning to another frame.

~~*Individual Letter Sign:* Letters or figures individually fashioned from metal or other materials and attached to the wall of a building or other surface; but not including a sign painted on a wall or other surface.~~

Kiosk: A free standing structure upon which temporary information and/or posters, notices and announcements are posted.

Marquee: A permanent roofed -like structure attached to and supported by the building on which it is located, and projecting over public property.

~~*Marquee Sign:* A sign attached to, painted on, or erected against the face of the marquee.~~

~~*Name Plate Sign:* A sign indicating the name and/or occupation of a person or persons residing on the premises or legally occupying the premises, or indicating a home occupation legally existing on the premises.~~

Nonconforming Sign: Any sign lawful when erected but which, on the effective date of this Title, does not conform to the limitations established by this Title.

~~*Roof-Line Roofline:* A horizontal line intersecting the highest point on any building where an exterior wall encloses usable floor area including roof area provided for housing mechanical equipment of a roof. In the case of a flat roof, the uppermost line of the roof of the building; in the case of an extended facade or parapet, the uppermost height of said facade or parapet.~~

Sign: Any object or graphic representation used to advertise, identify, inform, provide direction or attract attention to any person, institution, organization, business, product, service, event or location, by any means including words, letters, graphics, motion, illumination or projected image.

Sign, 3-D Object: For the purpose of Section 16-6-13: Signs, 3-D (three-dimensional) objects and advertising devices shall include any sign with length, width, and height dimensions other than principal building and ground signs as defined by this Title.

Sign, Accessory and Advertising Devices: Any sign permitted without need for a Sign Permit constructed of cloth, canvas, fabric, vinyl banner material, plywood, or other light-weight material and generally intended for display for a short period of time. Accessory signs include but are not limited to banners, 3-D objects, inflatables, wind-driven, sandwich board, human, and similar signs.

~~*Sign Advertising:* A sign that directs attention to a business, profession, commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the same zone lot. This sign is also referred to as a third party sign.~~

~~Sign, Animated: Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement, illusion of such change or position; or any sign that uses movement or change of lighting to depict action or create a special effect. Wind-driven, changeable copy, electronic message displays, and flashing signs shall not be considered animated signs.~~

~~Sign, Awning: Letters, number, A sign attached or images applied along the valance of applied to an outdoor awning.~~

~~Sign, Billboard: An off-premises, outdoor advertising display, usually a rigidly assembled board or panel, sign, permanently affixed or attached to the ground or a building and used as a commercial sign not pertaining to a use on the premises.~~

~~Sign, Building: Buildings painted in readily identified, "signature" color schemes so that they look like an advertisement for the building's tenant.~~

~~Sign, Bulletin Board: A sign which identifies identifying an on-premise institution or organization on the premises on which it is located and which contains the name of the institution or organization, the names of individuals connected with it, and general providing announcements of events or activities occurring at the institution or similar messages on the premises.~~

~~Sign, Bus Bench or Shelter: A sign located on benches or shelters placed in the public Right-of-Way or on private property adjacent to the public Right-of-Way at a bus stop pursuant to a written agreement with the City which sets forth the regulations for size, content, placement, design, and materials used in the construction of said signs, benches, and shelters.~~

~~Sign, Business: A sign that directs attention to a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered on the premises where the sign is located.~~

~~Sign, Canopy: A sign that is mounted or painted on, or attached to, canopy, that is otherwise permitted by this Title or applied to a canopy.~~

~~Sign, Directional: Signs limited to directional messages, principally for pedestrian or vehicular traffic, such as "one-way," "entrance," and "exit".~~

~~Sign, Election: An accessory sign providing information regarding elections, candidates, or issues concerning such elections.~~

~~Sign, Electronic Message Display (EMD): A sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs, or a flipper matrix.~~

~~Sign, Exposed Neon: Letters, numbers, or images formed from exposed luminous tubing letters at least thirteen (13) millimeters in diameter.~~

~~Sign, Facade: See definition of "Sign Wall".~~

~~Sign, Flashing: Any sign having lights or directly or indirectly illuminated sign that exhibits changing natural or artificial light or color effects by any means whatsoever or illumination that blinks, flickers, or varies in intensity at any time when in use.~~

~~Sign, Free standing: Any nonmovable sign not affixed to a building.~~

~~Sign Governmental: A sign erected and maintained pursuant to and in discharge of any governmental functions, or required by law, ordinance, or other governmental regulations.~~

Sign, Ground: Any sign supported by poles, uprights, or braces, footers, or foundation extended from the ground or an object on the ground, but not attached to any part of the building.

Sign, Halo Illuminated: Fabricated metal letters, numbers or images with polished brushed, or baked enamel painted finish, backlit with a contrasting color of neon tubing so as to create a halo effect around the letters, numbers, or images while keeping the neon light source hidden from view.

Sign, Holiday Decoration: Temporary Accessory signs, in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local, or religious holiday.

Sign, Home Occupation: A sign ~~containing only the name and occupation~~ of identifying a permitted home occupation.

Sign, Human: An accessory sign which is worn (including costumes), held or attached to a human for promotional purposes or to advertise any business, commodity, service, activity, or product. Human signs do not include T-shirts, hats, or other similar clothing.

Sign, Identification: A sign giving the nature, logo, trademark or other identifying symbol, address, or any combination of the name, symbol and address of a building, business, development, or establishment on the premises where it is located.

Sign, Ideological: A sign which has as its dominant theme or purpose the expression of a religious, political, social, philosophical or other ideological message, ideal or belief.

Sign, Inactive: Any sign identifying or advertising a business, owner, tenant, product, service or activity that has not been located on the premises for a period of thirty (30) days or more.

Sign, Illuminated: A sign lighted by or exposed to artificial lighting either by lights on ~~the sign or~~, within the sign, or directed toward the sign.

Sign, Integral Roof: Any sign erected or constructed as an integral part of a normal roof structure, such that no part of the sign extends vertically above the highest portion of the roof and no part of the sign is separated horizontally from the rest of the wall or roof structure by a space of more than six inches (6").

Sign, Job Site: An accessory sign providing information about future development or current construction on a site or the parties involved in the project.

Sign, Joint Identification: A sign that serves as a common or collective identification for two (2) or more businesses or industrial uses on the same lot. Such sign may contain a directory to said uses as an integral part thereof, or may serve as general identification only for such developments as shopping centers, industrial parks and the like.

Sign, Mansard Roof: A sign attached to the side of a mansard roof.

Sign, Marquee: Any sign attached to or made a part of a permanent roof-like structure supported by a building and projecting over public property marquee.

Sign, Memorial: A sign, tablet, or plaque memorializing a person, event, structure, or site.

Sign, Menu Board: A principal wall or ground sign listing products or services available at drive-through facilities.

Sign, Monument: A ground sign supported by and integrated with a solid base of footers, or foundation, as opposed to being mounted to poles, posts or other supports. that is not mounted on a pole or bracket, but in which (1) the sign body is directly connected to the sign foundation, and (2) the horizontal cross section of the sign body is at least fifty percent (50%) as large as the horizontal cross section of the sign foundation.

Sign, Multi-Tenant: A sign that serves as a common or collective identification for two (2) or more uses on the same premises.

Sign, Name Plate: A sign, located on the premises, giving the name or address, or both, of the owner or occupant of a building or premises.

Sign, Nonconforming: Any sign lawful when erected but which, on the effective date of this Title or amendment to, does not conform to the limitations established by this Title.

Sign, Off-Premises: See definition of "Sign, Billboard". A sign that directs attention to a person, institution, organization, business, product, service, event or location not related to the same premises on which the sign is located.

Sign, On-Site Informational: A sign commonly associated with, and not limited to, information and directions necessary or convenient for visitors coming on the property, including signs marking entrances and exits, parking areas, circulation direction, rest rooms, and pick-up and delivery areas.

Sign, Pedestal: A portable accessory sign supported by a stand or base.

Sign, Pole: A ground sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six feet (6') or more above grade. affixed, attached, or erected on a freestanding pole, posts, or other support that is not itself an integral part of or attached to a building or structure.

Sign, Political: A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Sign, Portable: Any accessory sign designed to be easily moved that is not permanently affixed to a building, structure, or embedded in the ground, except signs painted on or magnetically attached to any licensed vehicle.

Sign, Principal: A sign attached to a building, structure, or the ground in some manner that requires a Sign Permit from the City and is made of durable materials approved by the City.

Sign, Private Sale or Event: A temporary sign advertising private sales of personal property such as "house sales," "garage sales," "rummage sales" and the like, or private not-for-profit events such as picnics, carnivals, bazaars, game nights, art fairs, craft shows and Christmas tree sales.

Sign, Projecting: Any sign, other than a wall sign or marquee sign, generally affixed at right angles that is affixed to a building or wall in such a manner that its leading edge extends more than eighteen inches (18") beyond the surface of such building or wall.

Sign, Real Estate: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located.

Sign, Roof: A sign erected upon and extending above the roof line or parapet of the building or structure, except that signs located on a mansard roof shall be considered a wall sign.

Sign, Sandwich Board: A movable accessory sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

Sign, Short-Term Advertising: Signs that advertise the sale of products or services on a short-term basis.

Sign, Snipe: An off-premise sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences or other objects.

~~*Sign, Special Event:* An accessory sign advertising events such as picnics, carnivals, bazaars, game nights, art fairs, and craft shows, or similar activities, that announces an event sponsored by a public, civic, or charitable group.~~

~~*Sign, Suspended:* A sign suspended from the ceiling of an arcade or marquee; underside of a horizontal plane of a structure.~~

~~*Sign, Temporary:* A sign or advertising display constructed of cloth, canvas, fabric, plywood or other light material and which is designed or intended to be displayed for a short period of time.~~

~~*Sign, Third Party:* A sign relating to products or services not on the same lot.~~

~~*Sign, Transom:* Fitting within a transom area above shop windows, but below second floor windows and visually contained within the building framework of columns and other architectural trim.~~

~~*Sign, Wall:* A sign attached to, painted on, or erected against a wall of a building, the face (display surface) of which is parallel to the face facade of the building to and which the sign is attached. A mansard roof may be considered a wall if the top edge of a sign attached to it extends no more than twenty-four eighteen inches (24 18") from the mansard roof surface: wall.~~

~~*Sign, Wind:* Any sign set in motion by wind or breeze, such as banners, flags, pennants or other objects or material. Flags of nations, states, or municipalities shall not be classified as wind signs.~~

~~*Sign, Window:* A sign which posted, applied or attached to affixed in or on a window; which sign can be seen through the window from the exterior of the structure but excludes merchandise in a display window.~~

~~*Sign Area:* The entire face of a sign within a continuous perimeter enclosing the extreme limits of the display surface including the advertising surface and any framing, trim or molding, but not including the supporting structure.~~

~~*Sign Face:* The area or display surface made available by the sign structure for the purpose of displaying a message.~~

~~*Sign With Backing:* Any sign that is displayed upon, against, or through any material or color surface or backing that forms an integral part of such display and differentiates the total display from the background against which it is placed.~~

~~*Sign Without Backing:* Any word, letter, emblem, insignia, figure or similar character or group thereof, that is neither backed by, incorporated in or otherwise made part of any other display.~~

~~*Signable Area:* That area of a building facade up to the roof line that is free of windows and doors or major architectural detail and may be enclosed by an imaginary rectangle. If, because of the design of the building, a signable area cannot be identified, the department and the applicant will determine a suitable area for signage.~~

~~*Signable Area:* That area of a building facade up to the roofline or top of the wall that is free of windows and doors or major architectural detail.~~

~~*South Broadway Sign Area:* A specialized sign area whose boundaries are within the City of Englewood and have property fronting South Broadway.~~

~~*Street Frontage:* The linear distance along a property line adjacent to a public or private street.~~

~~*Transition Duration:* The time interval it takes a display to change from one static frame to another.~~

~~*Transition Method:* A visual effect used to transition from one frame to another. Transition methods include, but are not limited to dissolve, fade, scroll and travel.~~

Wall Mural: A picture painted on any exterior wall of a principal building ~~other than the front wall of the building,~~ which (1) does not directly or indirectly advertise or call attention to any product, or (2) restores a previously existing wall painting at least forty (40) years old (regardless of whether such wall painting advertised or called attention to a product). A wall mural may include a sign of no more than two (2) square feet identifying the artist ~~and/or the sponsor of the wall mural.~~

Work of Art: All forms of original creations of visual art, including but not limited to: (1) sculpture, in any material or combination of materials, whether in the round, bas-relief, high relief, mobile, fountain, kinetic, or electronic; or (2) painting, whether portable or permanently fixed, as in the case of murals; or (3) mosaics; or (4) photographs; or (5) crafts made from clay, fiber and textiles, wood, glass, metal, plastics, or any other material, or any combination thereof; or (6) calligraphy; or (7) mixed media composed of any combination of forms or media; or (8) unique architectural stylings or embellishments, including architectural crafts; or (9) environmental landscaping; or (10) restoration or renovation of existing works of art of historical significance.

Section 14. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 15. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 16. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 17. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 18. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 2nd day of July, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of July, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 3rd day of July, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of July, 2012.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: July 2, 2012	Agenda Item: 11 a ii	Subject: An Ordinance Authorizing the Sale of 905 W Stanford Ave Funded through the Federal Neighborhood Stabilization Program Grant
Initiated By: Community Development Department		Staff Source: Harold J. Stitt, Senior Planner Janet Grimmatt, Housing Finance Specialist

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Resolution 34 Series of 2009 authorizing staff to apply to the Department of Local Affairs, Colorado Division of Housing, for a portion of Arapahoe County's allocation of the Federal Neighborhood Stabilization Program funds (NSP1).

City Council approved Ordinance 37, Series of 2009 authorizing the execution of a contract for NSP1 grant funding between the State of Colorado Department of Local Affairs and the City of Englewood.

City Council approved Ordinance 49, Series of 2009 authorizing the purchase of ten unidentified single-family vacant foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs.

City Council approved Ordinance 15, Series of 2010 authorizing the sale of 2198 W. Adriatic Pl, 2335 W. Baltic Pl, 2010 W. Baltic Pl, 4819 S. Delaware St, and 4681 S Decatur St #226 funded through the NSP1 grant

City Council approved Ordinance 27, Series of 2010 authorizing an amendment to the NSP1 contract budget to purchase up to three additional unidentified single-family vacant foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs.

City Council approved Ordinance 49, Series of 2010 authorizing the sale of 2215 W Wesley Ave, 3395 W Grand Ave, 4744 S Galapago St, 3102 W Radcliff Dr, 2159 W Vassar Ave, and 3115 S Acoma St funded through the NSP1 grant

City Council approved Ordinance 34, Series of 2011, authorizing an amendment to the NSP1 contract budget to purchase up to five additional unidentified single-family vacant foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs.

City Council approved Ordinance 65, Series of 2011 authorizing the sale of 2293 W Baltic Pl, 2295 W Baltic Pl, 4101 S Cherokee St, 4585 S Julian St, 4825 S Delaware St, and 2320 W Harvard Ave funded through the NSP1 grant;

RECOMMENDED ACTION

Staff recommends that Council approve a Bill for Ordinance authorizing the sale of one single family residence located at 905 W Stanford Ave.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2008, the Federal government passed the Housing and Economic Recovery Act (HERA). HERA appropriated \$3.92 billion nationally for the Neighborhood Stabilization Program (NSP1) to support the acquisition, rehabilitation, or demolition of foreclosed and abandoned properties. The Colorado Department of Local Affairs through the Division of Housing received a total \$37.9 million in NSP1 funds.

In March 2009, the Community Development Department submitted an application to the State as authorized for NSP1 funding for Project Rebuild. Project Rebuild was awarded a total of \$1,753,379.00 by the State Housing Board to purchase, rehabilitate, and sell foreclosed single-family properties in eligible census tracts located throughout the City of Englewood. In September, Council approved entering into an agreement with the State for NSP1 funding.

The NSP1 contract requires the purchase, rehabilitation, and resale of a maximum twenty homeownership units. Currently the last home located at 905 W Stanford Ave has been purchased and is in the beginning stages of being rehabbed. This property will soon be available to sell to an eligible owner/occupied buyer. No LTAR funds are being used in the rehabilitation of this property.

Section 72 of the Home Rule Charter requires that real property may be sold, but only by ordinance, not using the emergency provision. Each property acquired for Project Rebuild will be brought before Council as soon as possible to receive approval to sell each property to eligible buyers. This will maximize the marketing efforts. This process will expedite the subsequent sale and closing of the property.

If an offer to purchase is received from any City employee, their family members, or any business in which a City employee has a financial interest, such offer will be submitted to the Englewood City Council for approval.

FINANCIAL IMPACT

Existing Community Development staff has the required expertise to sell the property to an eligible buyer. All marketing expenses will be covered by funds provided by the NSP1 grant. At this time, all net proceeds from the sale of this property will be reimbursed to the State of Colorado as program income as required by the contract until all houses are sold or the program expires March 10, 2013.

LIST OF ATTACHMENTS

Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 43
INTRODUCED BY COUNCIL
MEMBER

A BILL FOR

AN ORDINANCE APPROVING THE SALE ON THE OPEN MARKET OF THE LAST PROPERTY THAT WAS PURCHASED AND REHABILITATED WITH FUNDS FROM THE FEDERAL NEIGHBORHOOD STABILIZATION PROGRAM GRANT AND FUND 46.

WHEREAS, the Englewood City Council approved Resolution No. 34, Series of 2009 authorizing the City to apply to the Department of Local Affairs, Colorado Division of Housing for a portion of Arapahoe County's allocation of the Federal Neighborhood Stabilization Program funds (NSP1); and

WHEREAS, the City Council approved Ordinance No. 37, Series of 2009 authorizing the execution of a contract for Neighborhood Stabilization Program grant funding between the State of Colorado Department of Local Affairs and the City of Englewood; and

WHEREAS, the City Council approved Ordinance No. 49, Series of 2009 authorizing the purchase of ten (10) unidentified, single-family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 27, Series of 2010, authorizing an amendment to the NSP1 contract budget to purchase up to three (3) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 3, Series of 2011, authorizing an amendment to the NSP1 contract budget to purchase two (2) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, the City Council approved Ordinance No. 34, Series of 2011, authorizing an amendment to the NSP1 contract budget of purchase up to five (5) additional unidentified single family, vacant, foreclosed properties located in the eligible census tracts throughout the City of Englewood to fulfill the NSP1 Contract with the Colorado Department of Local Affairs; and

WHEREAS, the last such property is almost ready to be sold to private parties who will secure their own financing; and

WHEREAS, if an offer to purchase is received from any City employee, their family members, or any business in which a City employee has a financial interest, such offer will be submitted to the Englewood City Council for approval;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. Approval is hereby given for the sale on the open market of one property which was purchased and rehabilitated with funds from the Neighborhood Stabilization Program Grant and Fund 46. Said property will be sold to private parties who shall secure their own financing.

Section 2. The following property is authorized to be sold on the open market: 905 West Stanford Avenue

Section 3. The sale of this property shall require the purchaser to agree as follows:

1. All households being served must qualify under the terms of the NSP1 Grant.
2. The purchasing household will undergo a minimum of 8 hours of HUD approved homeownership counseling.
3. The purchasing household must occupy the property as a principal residence for a minimum of five years.

Section 4. The sale price shall be equal to or less than the costs to acquire and redevelop the home.

Section 5. The sale proceeds will be reimbursed to the NSP1 funds and Fund 46 upon the rehabilitation and sale of the foreclosed properties.

Section 6. The Mayor and the City Clerk are authorized to execute the proper form of deed for the conveyance of these properties pursuant to Section 72 of the Englewood City Charter.

Introduced, read in full, and passed on first reading on the 2nd day of July, 2012.

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Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of July, 2012.

Loucrishia A. Ellis