

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, August 6, 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 July 16, 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.)
 - a. Gloria Tate, an Englewood resident, will be present to discuss her concerns about the weed problem in the City.
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

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.

8. Communications, Proclamations, and Appointments.
 - a. Letter from Cyndi Bowie announcing her resignation from the Keep Englewood Beautiful Commission.

9. Consent Agenda Items.
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 44 - Authorizing an intergovernmental agreement with Arapahoe County for open space grant funding for playground renovation at the Northwest Greenbelt.
 - c. Resolutions and Motions.
 - i. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, a Compliance Order on Consent with the Colorado Water Quality Control Division. **Staff Source: Stewart Fonda, Director of Utilities.**

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 the City of Englewood’s Sign Code. Staff further recommends that Council set a public hearing for August 20, 2012 to gather public input on the proposed amendments. **Staff Source: Alan White, Director of Community Development.**
 - ii. Council Bill No. 45 – Recommendation from the Police Department to adopt a Bill for an Ordinance authorizing the City of Englewood to act as the Fiscal Agent on behalf of the Peace Officer Standards and Training Board Greater Metro Region Training Committee. **Staff source: John Collins, Chief of Police.**
 - iii. Council Bill No. 46 – Recommendation from the Fire Department to adopt a Bill for an Ordinance authorizing an intergovernmental agreement with the City of Littleton to conduct a Shared Services Feasibility Study. **Staff Source: Mike Pattarozzi, Fire Chief.**

- 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.

Gloria Tate is scheduled to address City Council at the August 6 meeting with concerns about the weeds in Englewood. Ms. Tate sent the following photos as examples. They were taken mostly between South Logan and South Lincoln Streets in the 4600 to 4800 blocks.



Subject: FW: KEB Resignation

From: Cyndi Bowie
Sent: Thursday, July 12, 2012 8:34 AM
To: Audra Kirk
Subject: KEB Resignation

Hi Audra,

I feel really bad about what I'm about to say...but I can't make the meeting tonight, and I'm sure I can't make next month's either. My job is taking up far more nights than I ever expected. So, I think the best thing to do is to resign from the KEB Commission. Please tell everyone I'm very sorry I couldn't carry out the year.

Thanks for your understanding,

Cyndi Bowie

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2012

COUNCIL BILL NO. 44
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

AN ORDINANCE AUTHORIZING AN "INTERGOVERNMENTAL AGREEMENT ACCEPTING A 2012 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: PLAYGROUND RENOVATION AT NORTHWEST GREENBELT" BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

WHEREAS, in 2003, Arapahoe County voters approved a ten year, quarter-of-a-penny sales and use tax to pay for preservation of open space; protect lands; preserve water quality; and to provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails; and

WHEREAS, the City of Englewood has received annual shareback funds generated by the tax since 2004; and;

WHEREAS, in 2005, the County set aside a portion of the tax revenues to fund competitive grant projects; and

WHEREAS, the City of Englewood is eligible to apply for up to two grants per year and since 2005 Englewood has received eleven grants totaling \$1,907,100; and

WHEREAS, the City Council of the City of Englewood approved Resolution No. 42, Series of 2012 supporting the Arapahoe County Open Space Grant application for the Playground Renovation at the Northwest Greenbelt; and

WHEREAS, the City of Englewood has been awarded an Open Space Grant of \$156,600 for the Playground Renovation at Northwest Greenbelt; and

WHEREAS the total project costs are estimated at \$270,300, which will be paid by this grant award and \$113,700 budgeted from shareback funds in the City's 2012 Open Space Fund; and

WHEREAS, there are no federal funds being used for the renovation of the playground at Northwest Greenbelt; and

WHEREAS, the passage of this Ordinance authorizes the acceptance of the Arapahoe County 2012 Open Space Grant and the Intergovernmental Grant Agreement between Arapahoe County Commissioners and the City of Englewood for the Playground Renovation at Northwest Greenbelt.

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

Section 1. The Intergovernmental Grant Agreement between the City of Englewood, Colorado and Board of County Commissioners of the County of Arapahoe, State of Colorado pertaining to the Playground Renovation at Northwest Greenbelt Grant, "Attachment 1", is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Grant Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 16th day of July, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of July, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of July, 2012 for thirty (30) days.

Read by title and passed on final reading on the 6th day of August, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 10th day of August, 2012.

Published by title on the City's official website beginning on the 8th day of August, 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

**INTERGOVERNMENTAL AGREEMENT REGARDING
2012 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: PLAYGROUND RENOVATION AT NORTHWEST GREENBELT**

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and **THE CITY OF ENGLEWOOD**, a municipality and political subdivision of the State of Colorado (the "Grantee") (collectively, "Parties" and individually a "Party").

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (the Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on May 8, 2012 the County approved the Grantee's grant application for the **Playground Renovation at Northwest Greenbelt Project** ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. §29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$156,600** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Time For Use of Grant Funds. The Grantee agrees that the Grant Funds will be expended by no later than two years from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.
4. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in its approved grant application.
5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be

liable or responsible for any cost overruns on the Grant Project. Nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the Grant Funds awarded by the County to the Grantee.

6. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
7. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.
8. Required Sign at Project Site. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
9. Report Requirements. On or before **January 31, 2013** the Grantee agrees to provide the County with an initial Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with the Open Space Resolution. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and photographs from reports in publications, public information updates, and on the County's web site.
10. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County.

11. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.
12. Reimbursement of Grant Funds. The Grantee understands and agrees that if any portion of the Grant Funds are not used in accordance with its approved Grant Application and/or this Agreement, the County may require the Grantee to reimburse the County in the amount of such Grant Funds that are not used for the Grant Project or that are not used in accordance with this Agreement.
13. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
14. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
15. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.
16. Transfer of Interest in Grant Project. The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee's governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with the Open Space Resolution.
17. Use Restrictions on Acquired Lands. In order to ensure the long-term protection of lands for parks and open space purposes, consistent with the Open Space Resolution, unless otherwise notified in writing by the County, Grantee agrees to place use-restrictions on any real property acquired with the Grant Funds, in the form of a conservation easement or a deed restriction ("use-restriction document"), as determined by the County, by executing and recording such use-restriction document. Prior to the execution and recording of any use-restriction document, and prior to the disbursement of any Grant Funds for purposes of the acquisition of real property, the Grantee must first obtain written approval as to

the form and content of the use-restriction document, and the manner and timing of its recording, from the County Attorney's Office, and Grantee agrees to comply with the terms and conditions of any such approval, unless Grantee opts instead to not accept the award of Grant Funds and to forgo the disbursement of such Funds.

18. Maintenance: Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
19. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
20. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
21. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
22. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
23. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
24. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Administrator
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

CITY: Dave Lee
Open Space Manager
City of Englewood
1155 W. Oxford Ave.
Englewood, CO 80110

25. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
26. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
30. Disbursement of Grant Funds. For land acquisition projects, the Grant Funds are to be made available to the Grantee by the County at the time of real estate closing, subject to the provisions of Section 17. For all other types of projects, the Grant Funds shall be transferred soon after the execution of this Agreement. The preferred method used by the County for transfer of the Grant Funds is by ACH Authorization. Grantee agrees to this method.
31. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
32. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this _____ day of _____, 2012.

ATTEST:

GRANTEE:

By: _____
Name - Loucrishia A. Ellis
Title - City Clerk

By: _____
Name - Randy P. Penn
Title - Mayor

ATTEST:

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Nancy A. Doty,
Clerk to the Board

By: _____
Shannon Carter, Director, Intergovernmental
Relations and Open Spaces
Pursuant to Resolution No. 120113

Exhibit A



ARAPAHOE COUNTY

OPEN SPACES



City of Englewood

Grant Proposal to Arapahoe County Open Spaces”

“2012 Standard Grant”

Englewood Playground Renovation
at Northwest Greenbelt

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PART A – Basic Project Information – Standard Grants

Refer to Criteria #1

Applicant / Project Profile

Name of Applicant (city, town or district) : City of Englewood

Name of Project (five words or less, please) : Englewood Playground Renovation at Northwest Greenbelt

Contact Information

Primary Contact Name: Dave Lee

Phone (work): _____

Phone (cell): _____

Title: Open Space Manager

E-mail: _____

Address

(street address, city, state, zip code for mail delivery): 1155 West Oxford Avenue, Englewood, CO 80110

Project Type: (check box to the left)

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Trail |
| <input checked="" type="checkbox"/> | Site Improvement/Construction (playground renovation) |
| <input type="checkbox"/> | Acquisition |
| <input type="checkbox"/> | Environmental or Cultural Education/Interpretation |
| <input type="checkbox"/> | Other (please describe): |

Project Site Location Information

Project Site Address: 2222 West Vassar Avenue, Englewood, CO 80110

Nearest major cross streets: Dartmouth Avenue and Tejon Street

City: Englewood or _____ Unincorporated Arapahoe County

If any part of site is outside Arapahoe County, please justify proposed use of funds outside County:

In three words, summarize the **benefits** of this project to your city, town or district: Health, Play, Creativity
Criteria #2

Name(s) of jurisdiction(s) governing the project site: City of Englewood

Zoning description at project site: R-2-B

Is re-zoning required to implement this project? No

Name of landowner(s) of project site or trail corridor: City of Englewood

Has a site plan for this project location been **approved**? When? No, playgrounds are exempt from site plan review/approval in City of Englewood.
Criteria #3

If not, is a site plan pending? Expected date to be adopted?

Summary Project Description**In one sentence tell us what you will do with the grant money and what the end result will be:** The City of Englewood will replace existing twenty year old outdated playground equipment at Northwest Greenbelt with modern, safe and ADA compliant playground modules including rubberized fall zone surfacing and an ADA accessible walkway.
Criteria #1In 150 words or less, write a press/news release about your project (project name, location, agency, goal for the project/end result, who will benefit, why it is important, etc.):
Criteria #2Englewood Playground Renovation at Northwest Greenbelt
2222 West Vassar Avenue Englewood, CO 80110
City of Englewood

The City of Englewood will replace twenty year old outdated/non-ADA compliant playground equipment at Northwest Greenbelt with modern, safe and ADA compliant playground modules. A new rubberized fall zone surface and ADA accessible walkway will be included in the project. Playground equipment will be age appropriate for 2 to 5 year old and 6 to 12 year old age ranges. The new playground facility will benefit the underserved northwest Englewood community. Currently there is only one park and a greenbelt serving the neighborhood. The neighborhood is largely surrounded by Light and General Use Industrial (I-1 & I-2) businesses. The households in

the northwest Englewood neighborhood are predominantly lower income and the children from this neighborhood will greatly benefit from having a renovated and updated playground facility.

Project Financial Summary: (same numbers as budget page – round all figures to nearest \$100) **Criteria #3**

1. Grant Request		\$156,600	total requested from County
2. Cash Match Funds	+	\$ 89,100	applicant cash match must be minimum 25% of project sub-total (line 5)
3. Other Cash Sources	+	\$ N/A	funding from other sources
4. In-kind contributions	+	\$ N/A	total value of in-kind contributions
5. Project sub-total	=	\$245,700	total of lines 1, 2, 3 and 4
6. Contingency	+	\$ 24,600	estimate, may not be charged to County and may not be used as cash match
7. TOTAL PROJECT COST	=	\$270,300	Total must equal lines 5 and 6 above

Line 7 (above) must equal all expenses plus contingency and must be the same as the \$ figure on the detailed budget page included later in the grant application. Please double check that all figures are the same on this page and on the budget attachment.

Project Partners (list contributing partners - cash or in-kind; itemize in the budget; attach letter(s)) **Criteria #4**

Funding / In-kind Partners	Contact Information: (Name, Phone, E-mail)
n/a	

Authorized Agent and Signature **Criteria #4**

I, Jerrell Black, hereby affirm that I am the authorized agent for the City of Englewood,
 (print name legibly) (City or District)
 applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply for, as its agent, this Arapahoe County Open Space Grant and that I have received and agree to abide by the grant guidelines, policies and procedures.

Signature & Title of Authorized Agent:	Date: 3-1-12
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Resolution or Letter of Commitment: **Criteria #4**
 Attach an official, dated Resolution or an official letter from the mayor, board chair or authorized official stating your agency's full commitment to this project. Resolution/letter must include certifying statements as follows: 1) the project concept has been approved prior to the application deadline; 2) agency is prepared to complete the project; 3) matching funds are secured; 4) the completed project will be open to the public or serve a public purpose; and 5) the project meets the minimum qualifications spelled out in the instructions/guidelines in this application.

RESOLUTION NO. 42
SERIES OF 2012

A RESOLUTION SUPPORTING THE CITY OF ENGLEWOOD'S ARAPAHOE COUNTY OPEN SPACE (ACOS) GRANT APPLICATION FOR PLAYGROUND REPLACEMENT AT THE NORTHWEST GREENBELT.

WHEREAS, in 2003 Arapahoe County voters approved a ten (10) year, quarter-of-a-penny sales and use tax to pay for preservation of open space, protect lands, preserve water quality and provide, maintain and improve neighborhood parks, sport fields, picnic facilities and trails; and

WHEREAS, in 2005 Arapahoe County set aside a portion of the revenues to fund competitive grant projects; and

WHEREAS, each year, the City of Englewood is eligible to apply for up to two (2) grants; and

WHEREAS, the existing playground is located in the northwest greenbelt at 2222 West Vassar Avenue; and

WHEREAS, plan to remove all of the old playground equipment and to provide an ADA compliant walkway to the playground; and

WHEREAS, the Englewood Parks and Recreation Commission has identified the playground replacement at the northwest greenbelt as a priority; and

WHEREAS, the total project costs are estimated at \$260,400; if this application for the Arapahoe County Open Space Grant is awarded it will provide \$140,400; the additional funding of \$120,000 has been budgeted in the 2012 Open Space Shareback fund for Parks and Recreation Department;

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

Section 1. The City Council for the City of Englewood, Colorado, hereby supports the City's Arapahoe County Open Space grant application for playground replacement at the northwest greenbelt project, attached hereto as Exhibit A.

Section 2. The Director of Parks and Recreation is authorized to sign all necessary documents for the Arapahoe County Open Space Grant application for and on behalf of the City Council and the City of Englewood.

ADOPTED AND APPROVED this 21st day of February, 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. 42, Series of 2012.

Loucrishia A. Ellis, City Clerk

PART B – Project Details		All Criteria
Site Improvement/Construction Project: playground		
Criteria #		
1	Describe project goal and extent/scope and expected results (what will project provide, size, square or lineal feet, number of plants or square feet of landscaping, irrigation, acres re-vegetated or restored, etc.): Project will provide updated and more extensive play events which will be accessible and more specifically meet the needs of the neighborhood demographics. There will be two play areas provided. The 2 to 5 age group playground will be 1740 square feet with a 10 play event play structure and separate swings. The 5 to 12 age group playground will be 3450 square feet with a 7 play event structure, an infinity climber and separate swings. The two play areas will have a large grassy meadow in between which includes 5 mature shade trees that will be maintained to provide instant shade. The new irrigated lawn area will be over 10,600 square feet, which was previously open sand.	
1	Discuss how the site is currently managed and programmed, and the impacts of multiple uses: The current playground lies on the outer most boundary within the Northwest Greenbelt. The greenbelt is a drainage way for Harvard Gulch. Northwest Greenbelt primarily serves as open space and a trail connection to the South Platte River.	
2	Describe the service area for this project (distance people can expect to travel to use improvements): Northwest Greenbelt and the playground, located within the park, are considered a neighborhood park and have a service area of a half mile radius surrounding the park. The cumulative park service area value is within 1.41 to 2.40 acres per 1000 population value.	
2	Describe the type of users (families, children, seniors, etc.): The type of users will predominantly be children (2 to 12 year old age range) and their parents. A number of seniors live in the area and will likely visit the playground with their grandchildren.	
2	Discuss steps you will take to minimize impacts to the environment: The playground is located within an irrigated bluegrass greenbelt. An increase in landscaped surface will result from reducing the footprint of the playground. This will improve water quality to the nearby drainage by reducing stormwater runoff. Construction will have negligible environmental impact. Erosion control will be in place during construction.	
3	Summarize your planning efforts to date and investments made prior to submitting a grant proposal. Quantify and describe any past funding commitments or grant used to pre-plan this project: The 2006 Englewood Parks Master Plan mentions repeatedly the need to upgrade the dated playground equipment throughout Englewood's park system. In 2008, per master plan recommendations, Englewood updated two adjacent playgrounds in conjunction with improvements that were made to a picnic shelter and restroom at Belleview Park. In continuing the Park Master Plan recommendations, the playground renovation at Northwest Greenbelt would constitute our second endeavor and commitment into improving the quality of playgrounds in Englewood. To date, we have expended \$5,953 from Open Space Shareback Funds in the planning and design elements for the playground renovation at Northwest Greenbelt.	
3	Describe efforts made, dates and outcomes of required pre-submittal meetings with the planning department in your jurisdiction: Playground construction and renovation are exempt from site plan review/approval within the City of Englewood. A review of the Northwest Greenbelt playground renovation has been scheduled for Englewood's Development Review Team. The DRT is comprised of City staff from various City departments for the purpose of reviewing projects that occur within the City and making recommendations based on impacts to those departments and City Code Regulations.	
3	Describe how the project will be designed, constructed and managed for sustainability: The new play areas are designed to protect the existing mature vegetation within the site, while adding more landscaped surface which will improve water quality to the nearby drainage by reducing stormwater runoff. The large existing tree canopies will also keep the site cooler and provide attractive seating for parents while their children play. The specified play equipment utilizes pre-consumer recycled material wherever possible and nearly all existing materials to be removed from the site will be recycled. The play area surfacing two-layer 'smart' construction includes recycled	

	rubber on the bottom for cushioning and EPDM on top for long-term durability. The poured-in-place surfacing not only provides superior fall protection for children, but it does not require raking or continuous replenishing of material as the areas are used, thereby reducing long-term maintenance labor and materials.
3	Discuss contingency plans. On the budget page include a contingency line item in both the revenue section and expense section (both assigned to the applicant). A 10% Contingency Fund has been budgeted in the project for any unexpected cost overages or for any unanticipated issues which may arise. Due to the project being a renovation of an existing playground and recent construction bids being very competitive, there should be little likelihood of any unexpected cost overages with this project. In the event there are cost overages, additional Shareback Funds are available to cover the costs.
6	Describe how the project improves connectivity to local or regional trails, natural resources and/or community resources: The new playground will attract many new users and increase the usage from former and current users of the playground and greenbelt. The playground will become a stop-off point for families using the Harvard Gulch Trail, which runs through the greenbelt. The playground will be the first major improvement the northwest Englewood neighborhood has seen in approximately 30 years.
For All Projects: (the following questions are to be answered for all project types)	
Criteria #	
1	Discuss the need and urgency for this project, and why it is a priority: The need and urgency for new playground equipment is high. The northwest Englewood neighborhood has not had any improvements to their park areas in 20 years. It is important to demonstrate to this community that they have not been forgotten and the City is willing to invest Arapahoe County Open Space funds in their neighborhood.
1	Describe any historic values within the site – historic trails, buildings, landscapes, etc.: There are no historic values within the playground renovation site.
1	Identify the native ecosystems, in general, underlying the project site (e.g. short grass prairie, wetlands, etc.): Do any portions of the native systems remain intact? If so, are they being preserved or restored? There are no native ecosystems impacted by the playground renovation. The playground is located in an irrigated bluegrass greenbelt.
1	Describe specific natural resources including scenic and water resources. List predominant wildlife species and vegetation on site. Discuss impacts, positive and negative, to these resources to result from your project. Highlight any species on state or federal lists. (For birds please group species – i.e. songbirds, raptors, etc.): The playground renovation will result in little or no impact to the natural resources in the area. The Northwest Greenbelt is part of the Harvard Gulch drainage basin. A small stream runs through the greenbelt basin, fed mainly by hard surface runoff. Predominant wildlife species include red fox squirrel, rabbit, red fox, coyote and various bird species typical in the urban/suburban setting.
2	Estimate the number of end-users monthly that will benefit from this project: Estimated monthly end-users: 430 monthly end users will benefit from the playground.
2	Describe how this project addresses specific objectives of County Open Space Resolution #030381/#110637: The Englewood Playground Renovation at Northwest Greenbelt addresses the specific objectives set forth in the County Open Space Resolutions #030380 and #110637 by providing, maintaining and improving neighborhood parks per Section VIII.C. 3. D.
2	List the elements of the Arapahoe County Open Space Master Plan that apply to this project: The Arapahoe County Open Space Master Plan's Mission and Purpose Statement proposes to maintain and improve neighborhood parks in the study area of the Master Plan including the City of Englewood. Goal # OS 1.2 establishes level of service standards for parks and trails in growth areas policy.
2	Discuss the community benefits and enhancement to quality of life to result from the completion of this project (both for the immediate community and the wider public in the surrounding region): Currently, neighbors to the playground travel to nearby Denver parks to utilize

	<p>playgrounds for their children. The surrounding community has requested that the playground be updated to allow parents and children to utilize and play in a local playground rather than having to travel outside the area. The playground renovation would allow older children access to a play facility without having parental supervision at a park some distance away. The new playground will benefit the community and enhance the quality of life for the neighborhood by creating a new gathering place or focal point for a community that currently has very little in the way of recreational opportunities.</p>
3	<p>Describe relationship of the project to any local, regional, state or system wide master plan. Give the name of each plan and list related element(s) within the plan – DO NOT attach any plan beyond a one-page rendering: 2006 Englewood Parks and Recreation Master Plan - Northwest Greenbelt - The Northwest Greenbelt/West Harvard Gulch Trail originates in the City of Denver at Federal Boulevard, and follows the Harvard Gulch alignment where it enters the City of Englewood at Zuni Street. The City of Englewood and Urban Drainage and Flood Control are currently working together to extend the trail from Raritan Street to the east to connect with The South Platte River Trail. An existing outdated playground sits at the intersection of Vasser and Tejon Streets within the greenbelt. The playground serves the northwest section of Englewood. Amenities within the playground are inadequate and outdated in serving the needs of the community. New playground equipment would greatly enhance the conditions for play from children in the neighborhood and would be an asset in attracting children and adults into the greenbelt via the trail connection from the Platte River to Federal Boulevard.</p>
3	<p>Describe the steps taken to date to make this project ready for implementation, and how, if funded your agency will complete the project within one to two years after the receipt of funds: Playground design and cost estimates have been developed. Englewood City Council supports moving forward with this project by allocating Shareback Funds for the project and passing a resolution. Upon successful award of this grant, the playground renovation will be bid out for construction. Staff anticipates that bidding, bid award and construction will take no longer than 6 months depending on weather.</p>
3	<p>List any permits that will need to be obtained for implementation of the project and existing status of obtaining those permits. (Clean Water, Federal 404, County Planning or Public Works, City Planning or Public Works). On the budget page, itemize expected costs for permits, government fees and consultants: The only permits required for this project are grading and stormwater permits.</p>
3	<p>Does the present zoning of the site permit the suggested use? If not, what changes will need to be accomplished? What is the timeline to accomplish any required changes? Northwest Greenbelt is zoned R-2-B and the playground is a permitted use.</p>
4	<p>Discuss any efforts to obtain public input, disseminate public information, develop partnerships for cash funding or in-kind contributions, and garner community support specifically related to this project: The City of Englewood has partnered with many organizations and government agencies to construct similar park projects. Several of these groups offer their support for the future development of the Northwest Greenbelt playground. Through the planning and development phase of this project, continued efforts will be made to add additional partners and supporters such as the Englewood Schools, Englewood Unleashed and other user groups. The City will continue to take an active role and involve all partners, supporters and user groups in the comprehensive design process. Interviewing stakeholders, user groups and neighbors will complete our strategy and build collaboration in an effort to complete this project. Although the City does not have outside financial support for this grant application, funds have been budgeted for planning and development of the playground.</p>
4	<p>Describe ownership or legal access to the site, including right of access without trespassing on adjacent property. If the agency does not have fee simple ownership of the site, attach letter from property owner(s) granting access and support for this project: The City of Englewood established and owns the property. The property is maintained as open space/park land</p>

	and is open to the public from 6 am to 11 pm daily.
5	Describe long-term maintenance of project / site. Attach a letter of commitment or evidence of agreement from the management/maintenance agency addressing long-term maintenance / funding of completed project: Please see attached long term maintenance letter.
6	Describe how this project addresses inclusivity per the Americans with Disabilities Act guidelines: The playground renovation project will address inclusivity per ADA guidelines through the addition of a new wheelchair accessible sidewalk to the playground. Inclusivity will also be addressed on the playground with the addition of a poured in place rubberized surface to allow access to the play structures. Engineered wood fiber mulch will also be used in the remainder of the areas surrounding the play equipment.
6	If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space sale tax? Address public outreach plan, signage plan, celebration, etc. Information concerning the playground renovation and the use of ACOS sales tax dollars at Northwest Greenbelt will be included in the Englewood Herald newspaper along with grand opening celebration information and a public invite. Information will also be disseminated via the City's web site and in the Englewood Citizen newsletter, which the City distributes to all Englewood households. An Arapahoe County Open Space sign will be installed at the playground before the grand opening celebration. County Commissioners and OSTAB Board Members will be invited to the community grand opening.



CITY OF ENGLEWOOD
DEPARTMENT OF PARKS AND RECREATION

Arapahoe County Open Space and Trails Advisory Board
6934 South Lima Street, Unit A
Centennial, CO 80112

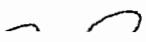
February 6, 2012

Re: Long-Term Playground Maintenance

Dear Open Space Advisory Board:

The City of Englewood Parks and Recreation Department is committed to the long-term maintenance of all playgrounds within the City of Englewood for the purposes of recreation and leisure. The City of Englewood allocates funds for the long-term maintenance and replacement of playgrounds. These funds include the costs for repairing and maintaining 10 playgrounds found throughout the city. Ongoing maintenance functions include: trash pick-up, graffiti removal, periodic playground equipment inspection and repairs and playground fall surfacing repairs and maintenance. The Parks and Recreation Department is funded annually through the City of Englewood's General Fund as part of the core services provided to the citizens of the City of Englewood. The Northwest Greenbelt Playground reconstruction will be included in with the rest of our playgrounds for long-term maintenance.

Sincerely,


✓ Jerrell Black
Parks and Recreation Director

PART C – Maps, Plans, Drawings

Criteria # 1

See following two pages

Vicinity Map

Page 13

Project Site/Topographical Map

Page 14

Take Lime St. north to Arapahoe Rd.
 Make a left-hand turn onto west-bound Arapahoe Rd.
 Make a right-hand turn onto north-bound Interstate 25.
 Take the Bellevue Ave. exit and make a
 left-hand turn onto west-bound Bellevue Ave.
 Make a right-hand turn onto north-bound Santa Fe Dr.
 Make a left-hand turn onto west-bound Dermouth Ave.
 Make a right-hand turn onto north-bound Tejon St.
 Proceed north to the intersection of Tejon St. and Vassar Ave.
 The playground is located on the Southwest corner.

**NW Greenbelt
 Playground Location:
 2222 W Vassar Avenue**

AURORA

DENVER

ENGLEWOOD

SHERIDAN

**CHERRY HILLS
 VILLAGE**

**Denver
 Tech
 Center**

BOWMAR

GREENWOOD VILLAGE

**COLUMBINE
 VALLEY**

LITTLETON

CENTENNIAL

**Arapahoe County
 Open Space Office**

HIGHLANDS RANCH

City of Englewood, Colorado

**2012 Arapahoe County
 Open Space, Parks, and Trails
 Grant Application**

NW Greenbelt Playground

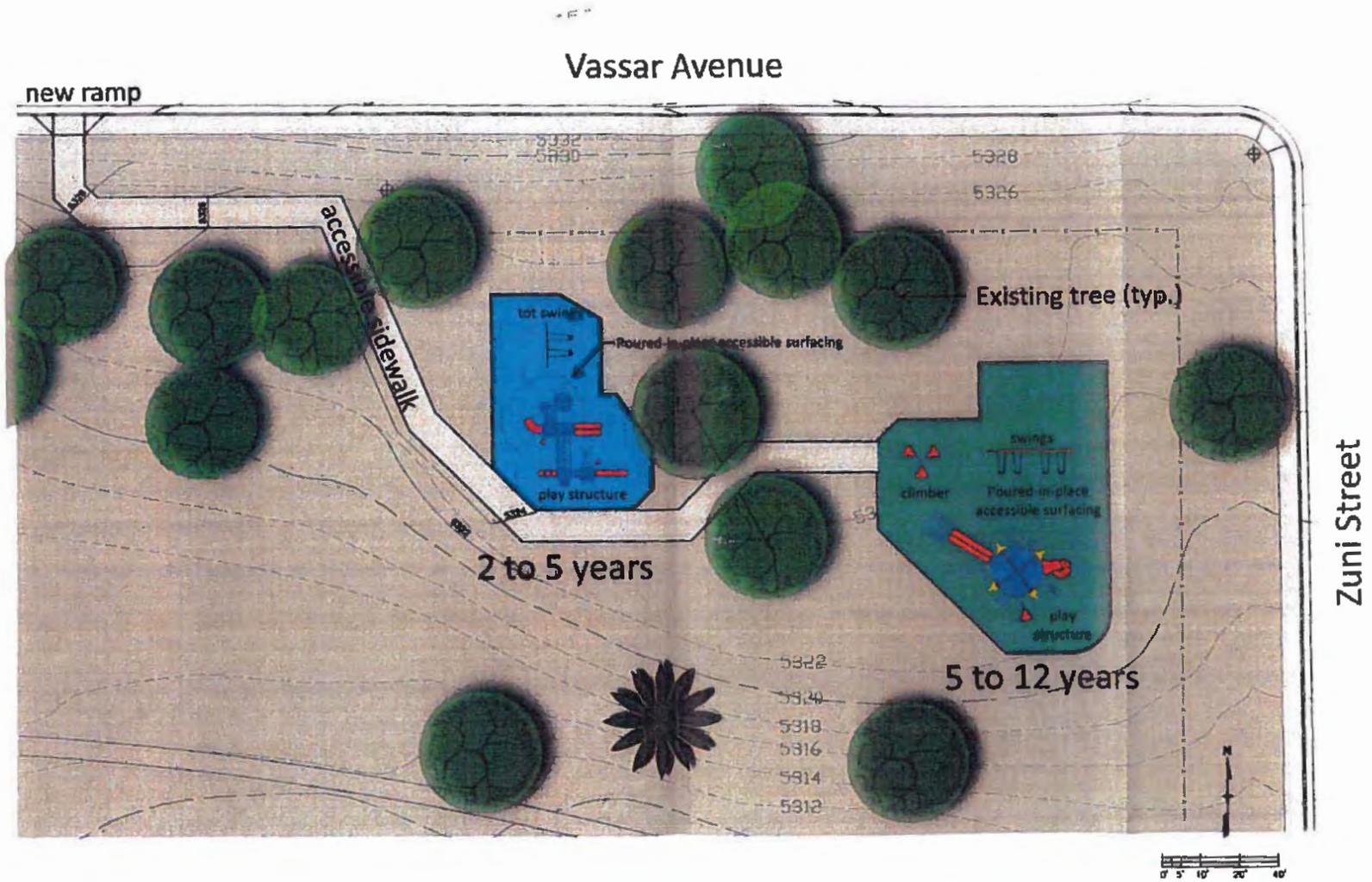
Vicinity Map with Driving Route

LEGEND

-  Driving Route
-  South Platte River
-  Arapahoe County Boundary
-  Major Highways
-  Arterial and Collector Streets

February 2012





City of Englewood
 northwest greenbelt playground renovation



PART D – Photos

Criteria # 2

See following three pages

Existing playground conditions	Page 16
Spring Rider	Page 17
Proposed Gelefish Playground Module	Page 18



CAUTION
METAL PARTS
MAY BE HOT

SUPERVISION REQUIRED
FOR USE BY
CHILDREN UNDER
9 YEARS OF AGE

Logo of the City of...
...
...





Part E - Project Timeline: Englewood Playground Renovation at NWGB

Criteria # 2 and # 3

Task	Estimated Hours and/or Date to Complete	Responsible Person/Group	Measurable Objective/Deliverable
IGA Finalized	August 2012	Englewood	Final IGA Document
Bid Playground Project	August 2012	Englewood	Bid documents for construction
Project Construction	September 2012	Englewood	Contractor demo and construction
Grant Status Report	January 2013	Englewood	Grant/status update on project
Project Completed	March 2013	Englewood	Playground ready for use
Grand Opening Celebration	April 2013	Englewood	Celebration and recognition
Estimated TOTAL Hours and/or Final Date of Completion	March 2013		

PART F – Support Letters

Criteria # 4

See following four pages



CITY OF ENGLEWOOD
PARKS AND RECREATION COMMISSION

February 13, 2012

Arapahoe County Open Spaces
6934 S. Lima Street, Unit A
Centennial, CO 80112

Advisory Board Members:

On behalf of the City of Englewood's Parks and Recreation Commission, I am writing in support of the City of Englewood Department of Parks and Recreation's 2012 application for funding to renovate the playground at the Northwest Greenbelt. At the February 9, 2012, Parks and Recreation Commission meeting, the Board was informed that a grant application would be submitted for the playground renovation at the Northwest Greenbelt. The Board made a recommendation and voted unanimously in support of the grant application.

One role of the Englewood Parks and Recreation Commission is to review proposed recreation facilities and programs and to make recommendations to Englewood City Council in a comprehensive fashion. The Commission guides policy in the development of a Parks and Recreation Master Plan, an inventory of all of our existing facilities and programs and includes an assessment of equipment and facilities that need to be added, modified or replaced. The Master Plan repeatedly states that there is a need to upgrade the dated playground equipment in Englewood's park system. The playground equipment at the Northwest Greenbelt is approximately fifteen years old and in desperate need of being updated. The neighborhood will greatly benefit from having a renovated and updated playground facility.

Thank you for your consideration of this renovation project in the City of Englewood.

Sincerely,

Austin Gomes, Chair
Englewood Parks and Recreation Advisory Board



Englewood Schools
A Relentless Focus On Learning

Karen Brofft
Assistant Superintendent of
Learning Services & Communications
4101 South Bannock Street
Englewood, Colorado 80110
303-806-2003

February 1, 2012

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

Englewood Schools is a small urban school district located just south of Denver. Our stakeholders take great pride in the community and the facilities within our city. As we work to renew spaces throughout Englewood for educational purposes, we also consider parks and recreation space as our extended learning facilities. Our schools in the area near the northwest greenbelt face many challenges in terms of socioeconomic status and availability of resources. Part of our mission is to ensure we connect our students and families to services that improve their quality of life. The northwest greenbelt playground is an area will be a wonderful gathering place for our students and families when it is updated with safe, engaging equipment in an inviting environment.

We support the City's application for Arapahoe County grant funds for the City of Englewood Playground Renovation at Northwest Greenbelt, which will encourage play and improve the park for all citizens.

Sincerely,

Karen Brofft
Assistant Superintendent

Brian K. Ewert • Superintendent of Schools

Roscoe L. Davidson Administration Building • 4101 S. Bannock St. • Englewood, CO 80110 • Phone: 303-761-7050 • Fax 303-806-2064



a non-profit 501(c)3 corporation

2-17-12

Arapahoe County Open Space Grant Program
6934 S. Lima St. Unit A
Centennial, Colorado 80112

Dear Board Members,

Englewood Unleashed is a non-profit organization which is dedicated to public education for off-leash dog recreation, site selection, park maintenance and fundraising for the City of Englewood's off leash community. Created in 2004 Englewood Unleashed has been vital in the development of Englewood's first dedicated dog park, Canine Corral, located in Belleview Park, as well as maintained off-leash privileges at four other Englewood Parks including the Northwest Greenbelt.

Englewood Unleashed continues to work with, aid and assist the City of Englewood's City Council, Parks and Recreation Commission and Parks and Recreation Department by raising funds and providing volunteer support to improve and better maintain the off-leash parks in Englewood, in which dogs can exercise without leash restraint in a clean, healthy and safe environment.

Our members who live in the Northwest Greenbelt area have been active in park clean-up projects and our organization has supported the City with funds for dog park signage.

We support the City's application for Arapahoe County grant funds for the City of Englewood Playground Renovation at Northwest Greenbelt which will encourage play and improve the park for all citizens including those of us with pets.

Sincerely,

Dana A. Foulks, Board Member
Englewood Unleashed

February 19, 2012

Arapahoe County
Open Space Division
6934 S. Lima Street
Centennial, CO 80112

Dear Advisory Board Members,

Being a City of Englewood Resident for over many years and residing across from the Northwest Greenbelt I write this letter in support of the Playground Renovation.

The Northwest Greenbelt is truly our only green space in the north area of Englewood. It has become a necessity in our community. Unfortunately, this area has not had any updates in many years and the playground equipment is very old and outdated. This grant will allow the City of Englewood the first opportunity in many years to develop a new playground in a deserving neighborhood with many kids. I know there is great amount of interest and excitement in the community about this project.

Thank you for your consideration.

Sincerely,

Kristin Clay
2065 W. Vassar Ave.
Englewood, CO 80110
720-296-6634

PART G – Budget

Criteria # 3

Name of Project: Englewood Playground Renovation at Northwest Greenbelt Name of City / District City of Englewood

Sources of Funds	Date	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County Open Space		\$156,600	n/a	n/a	\$156,600
Applicant cash match		n/a	\$89,100		\$89,100
Other funding source					\$ other cash/in-kind
Other funding source					\$ other cash/in-kind
Contingency (≈10% of total project)		- not from County grant -	\$24,600		\$24,600
Totals - Sources of Funds		\$156,600	\$113,700	\$ Other match	\$270,300
Uses of Funds – Expenditures	Projected Date	From County Grant	Cash Match	In-Kind Match	Total Project Costs
Remove Playground Sand		\$10,500	\$		\$10,500
Remove Sidewalk		\$100	\$		\$100
Remove Play Equipment		\$1,500	\$		\$1,500
Remove Curb		\$700	\$		\$700
Subgrade Preparation		\$	\$5,300		\$5,300
Fill		\$1,300	\$		\$1,300
Blading		\$1,900	\$		\$1,900
Concrete Walk		\$	\$6,900		\$6,900
Concrete Ramp		\$1,600	\$		\$1,600
Playground Edger		\$8,600	\$		\$8,600
Rubber Surfacing		\$15,100	\$68,900		\$84,000
Playground Equipment		\$92,500	\$		\$92,500
Sod		\$10,600	\$		\$10,600
Topsoil		\$	\$3,900		\$3,900
Soil Preparation		\$	\$1,100		\$1,100
Cedar Mulch		\$100	\$		\$100
Irrigation		\$	\$3,000		\$3,000
Mobilization		\$7,000	\$		\$7,000
Surveying		\$1,500	\$		\$1,500
Erosion Control		\$1,500	\$		\$1,500

Permits (grading & stormwater)		\$400	\$		\$400
Testing and Inspections		\$1,300	\$		\$1,300
Sales Tax		\$	\$		\$
		\$	\$		\$
Required signage acknowledging grant from Arapahoe County	install upon completion	minimum \$400 required budget expense line item			\$ 400 required budget expense
Subtotal – Project Costs					
Contingency (≈10% of total project)		- not charged to County -	\$24,600		\$24,600
Totals – Cost plus contingency					
		\$156,600	\$113,700	\$ total in-kind	\$270,300

GRAND TOTALS IN FAR RIGHT COLUMN {Must equal grant request + cash match + in-kind match (= subtotal) + contingency **\$270,300**

Authorized Signature: _____ 	Date: <u>3/1/2012</u>
Print Name: <u>Jerrell Black</u>	Title: <u>Director</u>

COUNCIL COMMUNICATION

Date: August 6, 2012	Agenda Item: 9 c i	Subject: Compliance Order on Consent
Initiated By: Supervisory Committee		Staff Source: Stu Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council was briefed on the development of a Compliance Order on Consent at the Joint Council Study Session held with the Littleton City Council on January 19, 2012.

Council was briefed on the final Compliance Order on Consent at the study session on July 16, 2012.

RECOMMENDED ACTION

The recommended action is to approve, by motion, a Compliance Order on Consent with the Colorado Water Quality Control Division (the Division).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Division conducted a Compliance and Capacity Assessment at the Littleton/Englewood Wastewater Treatment Plant (L/E), as well as at many of the connector districts in the Englewood and Littleton service areas, in the summer of 2010. The Assessment was followed by a Compliance Advisory from the Division which made allegations regarding compliance with the Colorado Water Quality Control Act. All but one of the allegations were refuted by legal counsel.

To resolve the allegations, a Compliance Order on Consent has been developed that includes an administrative penalty, actions to be taken at the L/E, and identifies Supplemental Environmental Projects to completely offset the penalty. The Supplemental Environmental Projects are public trail improvements identified by the Englewood Parks and Recreation Department and the Littleton Public Services Department, one project in each city. The cost of the projects will be completely offset by the administrative penalty.

FINANCIAL IMPACT

The administrative penalty is \$105,150 which will be evenly split between the cities of Englewood and Littleton, or \$52,575 each. Funds are not included in the 2012 budget, but are available from the sewer enterprise fund. The funds will completely cover the cost of the Supplemental Environmental Project identified in Englewood.

LIST OF ATTACHMENTS

Compliance Order on Consent



COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
DIVISION OF ADMINISTRATION
WATER QUALITY CONTROL DIVISION

COMPLIANCE ORDER ON CONSENT _____ NUMBER: MC-12XXXX-X

IN THE MATTER OF: CITY OF LITTLETON / CITY OF ENGLEWOOD
LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT
CDPS PERMIT NO. CO-0032999
ARAPAHOE COUNTY, COLORADO

The Colorado Department of Public Health and Environment ("Department"), through the Water Quality Control Division ("Division"), issues this Compliance Order on Consent ("Consent Order"), pursuant to the Division's authority under §§25-8-602 and 605, C.R.S. of the Colorado Water Quality Control Act ("the Act") §§25-8-101 to 703, C.R.S., and its implementing regulations, with the express consent of the City of Littleton and the City of Englewood ("L/E"). The Division and L/E may be referred to collectively as "the Parties."

STATEMENT OF PURPOSE

1. The mutual objectives of the Parties in entering into this Consent Order are:
 - a. To resolve all alleged violations of the Act, the permit regulations (5 CCR 1002-61) and L/E's Colorado Discharge Permit System permit (Number: CO-0032999) based on L/E's sanitary sewer overflows ("SSOs") and chemical discharges, listed in paragraph 11 below, that have occurred between August 30, 2006 and February 23, 2011.
 - b. To establish compliance requirements and criteria to prevent or minimize future spills from L/E's Waste Water Treatment Plant (WWTP).

DIVISION'S FINDINGS OF FACT AND DETERMINATION OF VIOLATIONS

2. Based upon the Division's investigation into and review of the compliance issues identified herein, and in accordance with §§25-8-602 and 605, C.R.S., the Division has made the following determinations regarding L/E, L/E's WWTP and L/E's compliance with the Act, and its implementing regulations and its Colorado Discharge Permit System permit.

3. At all times relevant to the alleged violations cited herein, the City of Littleton and the City of Englewood were home rule municipalities organized pursuant to §31-2-201 to 225, C.R.S.
4. L/E are each a "person" as defined by §25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(73).
5. L/E owns and operates a wastewater treatment plant, known as the L/E WWTP, which is located at or near 2900 South Platte River Drive in the City of Englewood, Arapahoe County, Colorado.
6. The L/E WWTP has a hydraulic flow (30-day average) design capacity of 50 million gallons per day (MGD) and 96,825 lbs. BOD₅ per day for organic loading (30-day average) generated from the City of Littleton and the City of Englewood as well as from twenty-one (21) connector districts within the seventy-five (75) square mile service area of the cities.

Unauthorized Discharge and Land Application

7. Pursuant to §25-8-501(1), C.R.S., no person shall discharge any pollutant into any state water from a point source without first having obtained a permit from the Division for such discharge, and no person shall discharge into a ditch or man-made conveyance for the purpose of evading the requirement to obtain a permit under this article.
8. L/E is the subject of a Colorado Discharge Permit System ("CDPS") permit; permit number CO-0032999 (the "Permit"). The Permit authorizes L/E to discharge treated wastewater from the WWTP through three outfalls (Outfall 001A, Outfall 001B and Outfall 001C) to the South Platte River in accordance with effluent limitations, monitoring requirements, and other conditions set forth in the Permit.
9. Pursuant to 5 CCR 1002-61, §61.14(1)(a), L/E is required to obtain a permit for all land application discharges unless:
 - a. The discharge is exempted under 5 CCR 1002-61, §61.14(1)(b);
 - b. The discharge is subject to regulation by one of the implementing agencies described in 61.14(2); or
 - c. The owner of a land application system can demonstrate that: (i) the design and operation of the system will result in complete evapotranspiration of the effluent; (ii) there is adequate storage provided for the effluent during periods of inclement weather or where the ground has been frozen unless the provisions of (i) above can be met during the entire year; and, (iii) any augmentation plan or substitute supply plan for the land application site does not provide a credit for return of the effluent to ground water.
10. Part II, section A(8) of the Permit states, "Any discharge to the waters of the State from a point source other than specifically authorized herein is prohibited."
11. Division records establish that L/E has reported the following eighteen (18) spills and one (1) chemical discharge from the L/E WWTP to the Division from August 30, 2006 through February 23, 2011:

Release Date	Location	Quantity Discharged/Released (Gallons)	Receiving Water
30-Aug-06	L/E WWTP	300	Upper South Platte River
29-Sept-06	L/E WWTP	500	Land Application
1-Oct-06	L/E WWTP	300	Land Application
18-Nov-06	L/E WWTP	1,000	Land Application
30-Nov-06	L/E WWTP	9,500	Upper South Platte River
21-May-07	L/E WWTP	9,000	Upper South Platte River
3-June-07	L/E WWTP	3,600	Upper South Platte River
10-June-07	L/E WWTP	Unknown	Land Application
3-July-07	L/E WWTP	87,000	Land Application
10-July-07	L/E WWTP	100,000	Upper South Platte River
11-July-07	L/E WWTP	285,000	Land Application
5-Feb-08	L/E WWTP	44,000	Land Application
28-Apr-08	L/E WWTP	1,000	Upper South Platte River
16-Aug-08	L/E WWTP	20,000	Upper South Platte River
5-Nov-08	L/E WWTP	560	Upper South Platte River
21-Nov-08	L/E WWTP	30	Upper South Platte River
18-Apr-09	L/E WWTP	15,000	Upper South Platte River
10-Jan-10	L/E WWTP	2,500 (chemical discharge)	Upper South Platte River
23-Feb-11	L/E WWTP	17,600	Upper South Platte River

12. Part I, section B(4) of the Permit provides in part: "The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control including all portions of the collection system and lift stations owned by the permittee (and related appurtenances) which are installed or used by the permittee as necessary to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems when installed by the permittee only when necessary to achieve

compliance with the conditions of the permit.”

13. Wastewater contains, among other substances, biochemical oxygen demand (“BOD”), total suspended solids (“TSS”), and fecal coliform bacteria, which are “pollutants” within the meaning of section 25-8-102(15), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(76).
14. The South Platte River is “state waters” as defined by §25-8-103(19), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(102).
15. The L/E WWTP and its ancillary equipment, as they relate to each discharge event identified above in paragraph 11, are a “point source” as defined by §25-8-103(14), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(75).
16. Each of L/E’s wastewater and chemical discharges identified above in paragraph 11 that reached state waters constitutes a “Discharge of Pollutants” as defined by §25-8-103(3), C.R.S.
17. Division records establish that the Permit does not authorize the wastewater or chemical discharges identified above in paragraph 11 and L/E does not have any other permits authorizing the wastewater or chemical discharges identified above in paragraph 11 into state waters.
18. Each of L/E’s surface water discharges identified in paragraph 11 above constitutes an unauthorized discharge of pollutants from a point source into state waters in violation of §25-8-501(1), C.R.S., and in violation of Part II, section A(8) and Part I, section B(4) of the Permit.
19. L/E’s discharge of wastewater from the L/E WWTP to the land, as identified in paragraph 11 above, constitutes “Land Application” as defined by 5 CCR 1002-61, §61.2(48).
20. L/E’s land application discharges, as identified in paragraph 11 above, do not meet any of the exemption criteria of 5 CCR 1002-61, §61.14(1)(a), and therefore are subject to the land application discharge permit requirements.
21. Division records establish that L/E does not have any permits authorizing the land application of wastewater from its sanitary sewer collection system.
22. L/E’s discharge of wastewater from its sanitary sewer collection system to the land, as identified in paragraph 11 above, constitutes unauthorized land application in violation of 5 CCR 1002-61, §61.14(1)(a) and violations of Part II, section A(8) and Part I, section B(4) of the Permit.

L/E’s Position on the Alleged Violations

23. On November 3, 2010, as required by the Division, L/E delivered a written response to the Division regarding the matters described in the Division’s Compliance Advisory dated October 13, 2010. In the response, L/E generally denied all of the allegations made in the compliance advisory on the grounds that there was a lack of any evidence that any of the spill events resulted in any untreated wastewater reaching the South Platte River or the groundwater table, and that in all but one instance, L/E made such reports in a manner and time as required by the Division’s *Guidance for Reporting*

Spills of the spill events, and none of the spilled water was used for "Land Application" as defined by 5 CCR 1002-61, §61.2(48).

24. The Division finds that L/E's position statement is not consistent with the information gathered in the course of the Division's inspections and investigation of the incidents described herein and the inclusion of L/E's position statement in this order should not be construed to constitute any admission or agreement by the Division as to the content of the position statement.

ORDER AND AGREEMENT

25. Based on the foregoing factual and legal determinations, pursuant to its authority under §§25-8-602 and 605, C.R.S., and in satisfaction of the alleged violations cited herein, the Division orders L/E to comply with all provisions of this Consent Order, including all requirements set forth below.
26. L/E agrees to the terms and conditions of this Consent Order. L/E agrees that this Consent Order constitutes a notice of alleged violation and an order issued pursuant to §§25-8-602 and 605, C.R.S., and is an enforceable requirement of the Act. L/E also agrees not to challenge directly or collaterally, in any judicial or administrative proceeding brought by the Division or by L/E against the Division:
- a. The issuance of this Consent Order;
 - b. The factual and legal determinations made by the Division herein; and
 - c. The Division's authority to bring, or the court's jurisdiction to hear, any action to enforce the terms of this Consent Order under the Act.
27. Notwithstanding the above, L/E does not admit to any of the factual or legal determinations made by the Division herein, and any action undertaken by L/E pursuant to this Consent Order shall not constitute evidence of fault and liability by L/E with respect to the conditions of the WWTP. L/E expressly reserves its rights to deny any of the Division's factual or legal determinations or defend itself in any other third party proceeding relating to the information identified in this Consent Order.

Compliance Requirements

28. In order to minimize the potential for future sanitary sewer overflows and chemical discharges from the L/E WWTP, L/E shall undertake the following activities:
- a. Within thirty (30) calendar days of the effective date of this Consent Order, L/E shall have completed a detailed evaluation of its spill/release prevention and response policies/procedures and develop an implementation plan for enhancement or identified modifications. The evaluation shall take into account, and be consistent with, the spill reporting requirements of the Permit and the Division's Guidance for Reporting Spills. The evaluation shall consider, at a minimum; response initiation triggers, notification and signage requirements (regulatory and downstream), response equipment availability, response equipment staging locations, personnel training requirements, interim mitigation measures (including field monitoring), and final remedial actions. In addition, the evaluation shall clarify, through scenarios, how proper spill reporting procedures will be performed.

- b. Within sixty (60) calendar days of the effective date of this Consent Order, L/E shall submit to the Division the implementation plan, as referenced in Paragraph 26a, on the evaluation of its spill/release prevention and response policies/procedures. The submitted plan shall become a condition of this Consent Order and L/E shall comply with the plan as submitted unless notified by the Division, in writing within sixty (60) calendar days of the submittal, that modifications or an alternate plan is appropriate. If the Division imposes modifications or an alternate plan, it shall also become a condition of this Consent Order.
- c. Within thirty (30) calendar days of the effective date of this Consent Order, L/E shall have completed development of an implementation plan or program to perform a detailed risk evaluation (relating to spill and discharge prevention/mitigation) prior to conducting non-routine plant maintenance, construction activities, and equipment testing. The evaluation shall consider, at a minimum; worst case scenarios, flow paths, and available response equipment and personnel.
- d. Within sixty (60) calendar days of the effective date of this Consent Order, L/E shall submit to the Division the implementation plan or program, as referenced in Paragraph 26c, for the risk evaluation of its non-routine plant maintenance, construction activities, and equipment testing as they relate to spill and discharge prevention/mitigation. The submitted plan shall become a condition of this Consent Order and L/E shall comply with the plan as submitted unless notified by the Division, in writing within sixty (60) calendar days of the submittal, that modifications or an alternate plan or program is appropriate. If the Division imposes modifications or an alternate plan or program, it shall also become a condition of this Consent Order.
- e. Within sixty (60) calendar days of the effective date of this Consent Order, L/E shall have completed a review and, if applicable, a revision of its current Site Operating Procedures (SOP) as it relates to the emergency response of spills/releases. The SOP shall include, at a minimum; best management practices for spill/release responses, ongoing training of facility personnel in spill/release response procedures, training and spill/release response procedures as they relate to contactor operations, training of operational staff on the avoidance or mitigation of spills/releases, the operations and maintenance of onsite spill response equipment, and clean up expectations of spills/releases.
- f. Within ninety (90) calendar days of the effective date of this Consent Order, L/E shall submit to the Division a copy of its up-to-date Site Operating Procedures (SOP) for the L/E WWTP as it relates to the emergency response of spills/releases, as referenced in Paragraph 26c. Any revisions to the current Site Operating Procedures (SOP), as it relates to the emergency response of spills/releases, shall become a condition of this Consent Order and L/E shall comply with the revisions as submitted unless notified by the Division, in writing within sixty (60) calendar days of the submittal; that modifications or an alternate SOP is appropriate. If the Division imposes modifications or an alternate SOP, it shall also become a condition of this Consent Order.
- g. Within sixty (60) calendar days of the effective date of this Consent Order, L/E shall have completed a process to integrate the L/E WWTP's SCADA system and telecommunications system into L/E's spill prevention and response procedures. The SCADA system modifications

shall include, at a minimum; the revision of control logic programming and instrumentation calibration, UPS back-up of SCADA servers, and installation of programmable logic controllers.

- h. Within ninety (90) calendar days of the effective date of this Consent Order, L/E shall submit to the Division a summary report outlining how L/E integrated the L/E WWTP's SCADA system and telecommunications system into L/E's spill prevention and response procedures.
- i. Within sixty (60) calendar days of the effective date of this Consent Order, L/E shall perform a detailed evaluation of the L/E WWTP's in-plant sewer system. The evaluation shall consider, at a minimum, the engineering design and capacity of the in-plant sewer system and identify the need for any corrective measures.
- j. Within ninety (90) calendar days of the effective date of this Consent Order, L/E shall submit to the Division the results of the evaluation of the L/E WWTP's in-plant sewer system, as referenced in Paragraph 26i. Any corrective measures and associated implementation schedules identified as a result of the evaluation shall become a condition of this Consent Order and L/E shall implement the corrective measures/time schedules as submitted unless notified by the Division, in writing within sixty (60) calendar days of the submittal, that alternate measures or time schedules are appropriate. If the Division imposes an alternate plan, it shall also become a condition of this Consent Order.

CIVIL PENALTY AND SUPPLEMENTAL ENVIRONMENTAL PROJECTS

29. Based upon the application of the Division's Civil Penalty Policy (May 1, 1993), and consistent with Departmental policies for violations of the Act, the Division has determined that a penalty of One Hundred Five Thousand One Hundred Fifty Dollars (\$105,150.00) is appropriate for the violations cited herein.
30. Through the application of the criteria set forth in the Colorado Department of Public Health and Environment's Final Agency-Wide Policy on Settling Administrative and/or Civil Penalties Against Eligible Governmental Entities, the Division has determined that the Cities of Littleton and Englewood are eligible governmental entities and that the entire penalty can be mitigated through the completion of the following Supplemental Environmental Projects ("SEPs") identified by L/E, which are valued at One Hundred Five Thousand One Hundred Fifty Dollars (\$105,150.00).
31. L/E shall undertake the SEPs, described in Exhibits A and B, which the Parties agree are intended to secure significant environmental or public health protection and improvements.
32. L/E shall not deduct the expenses associated with the implementation of the above-described SEPs for any tax purpose or otherwise obtain any favorable tax treatment of such payment or project.
33. L/E hereby certifies that, as of the date of this Consent Order, it is not under any existing legal obligation to perform or develop the SEPs. L/E further certifies that it has not received, and will not receive credit in any other enforcement action for the SEPs. In the event that L/E has, or will receive credit under any other legal obligation for the SEPs, L/E shall pay One Hundred Five

Thousand One Hundred Fifty Dollars (\$105,150.00) to the Division as a civil penalty within thirty (30) calendar days of receipt of a demand for payment by the Division.

34. All SEPs must be completed to the satisfaction of the Division, within eighteen (18) months of the effective date of this Consent Order, and must be operated for the useful life of the SEPs. In the event that L/E fails to comply with any of the terms or provisions of this Consent Order relating to the performance of the SEPs, L/E shall be liable for penalties as follows:
 - a. Payment of a penalty in the amount of One Hundred Five Thousand One Hundred Fifty Dollars (\$105,150.00). The Division, in its sole discretion, may elect to reduce this penalty for environmental benefits created by the partial performance of the SEPs.
 - b. L/E shall pay this penalty within thirty (30) calendar days of receipt of written demand by the Division.
35. The SEP Completion Reports shall be submitted to the Division by October 31, 2013 for both the City of Littleton's portion of the SEP (Exhibit A) the City of Englewood's portion of the SEP (Exhibit B). The SEP Completion Reports shall contain the following information:
 - a. A detailed description of the SEP as implemented;
 - b. A description of any operating problems encountered and the solutions thereto;
 - c. Itemized costs, documented by copies of purchase orders and receipts or canceled checks or other forms of proof of payment;
 - d. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Order; and
 - e. A description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).
36. Failure to submit the SEP Completion Report with the required information, or any periodic report, shall be deemed a violation of this Consent Order.
37. L/E shall include the following language in any written public statement making reference to the SEPs: "This project was undertaken in connection with the settlement of an enforcement action taken by the Colorado Department of Public Health and Environment for alleged violations of the Colorado Water Quality Control Act."

SCOPE AND EFFECT OF CONSENT ORDER

38. The Parties agree and acknowledge that this Consent Order constitutes a full and final settlement of the violations cited herein.
39. This Consent Order is subject to the Division's "Public Notification of Administrative Enforcement Actions Policy," which includes a thirty-day public comment period. The Division and L/E each reserve the right to withdraw consent to this Consent Order if comments received during the thirty-day period result in any proposed modification to the Consent Order.

40. This Consent Order constitutes a final agency order or action upon a determination by the Division following the public comment period. Any violation of the provisions of this Consent Order by L/E, including any false certifications, shall be a violation of a final order or action of the Division for the purpose of §25-8-608, C.R.S., and may result in the assessment of civil penalties of up to ten thousand dollars per day for each day during which such violation occurs.
41. The Parties' obligations under this Consent Order are limited to the matters expressly stated herein or in approved submissions required hereunder. All submissions made pursuant to this Consent Order are incorporated into this Consent Order and become enforceable under the terms of this Consent Order as of the date of approval by the Division.
42. The Division's approval of any submission, standard, or action under this Consent Order shall not constitute a defense to, or an excuse for, any prior violation of the Act, or any subsequent violation of any requirement of this Consent Order or the Act.
43. Notwithstanding paragraph 27 above, the alleged violations described in this Consent Order will constitute part of L/E's compliance history for purposes where such history is relevant. This includes considering the violations described above in assessing a penalty for any subsequent violations against L/E. L/E agrees not to challenge the use of the cited violations for any such purpose.
44. This Consent Order does not relieve L/E from complying with all applicable Federal, State, and/or local laws in fulfillment of its obligations hereunder and shall obtain all necessary approvals and/or permits to conduct the activities required by this Consent Order. The Division makes no representation with respect to approvals and/or permits required by Federal, State, or local laws other than those specifically referred to herein.
45. Nothing herein shall be construed as prohibiting, altering, or in any way limiting the ability of the Division to seek any further remedies or sanctions available by virtue of L/E's violation of this agreement or, except with respect to those violations identified herein, of the statutes and regulations upon which this agreement is based or any other applicable provision of law.

LIMITATIONS, RELEASES AND RESERVATION OF RIGHTS AND LIABILITY

46. Upon the effective date of this Consent Order, and during its term, this Consent Order shall stand in lieu of any other enforcement action by the Division with respect to the specific instances of violations cited herein. The Division reserves the right to bring any action to enforce this Consent Order, including actions for penalties or the collection thereof, and/or injunctive relief.
47. This Consent Order does not grant any release of liability for any violations not specifically cited herein.
48. Nothing in this Consent Order shall preclude the Division from imposing additional requirements in the event that new information is discovered that indicates such requirements are necessary to protect human health or the environment.

49. Upon the effective date of this Consent Order, L/E releases and covenants not to sue the State of Colorado or its employees, agents or representatives as to all common law or statutory claims or counterclaims arising from, or relating to, the violations of the Act specifically addressed herein.
50. L/E shall not seek to hold the State of Colorado or its employees, agents or representatives liable for any injuries or damages to persons or property resulting from acts or omissions of L/E, or those acting for or on behalf of L/E, including its officers, employees, agents, successors, representatives, contractors, consultants or attorneys in carrying out activities pursuant to this Consent Order. L/E shall not hold out the State of Colorado or its employees, agents or representatives as a party to any contract entered into by L/E in carrying out activities pursuant to this Consent Order. Nothing in this Consent Order shall constitute an express or implied waiver of immunity otherwise applicable to the State of Colorado, its employees, agents or representatives.

SITE ACCESS AND SAMPLING

51. The Division shall be authorized to oversee any and all work being performed under this Consent Order. The Division shall be authorized to access the L/E WWTP property at any time work is being conducted pursuant to this Consent Order, and during reasonable business hours during any period work is not being conducted, for the purposes of determining L/E's compliance with the Act, the Regulations, and this Consent Order. The Division shall be authorized to inspect work sites, operating and field logs, contracts, purchasing/shipping records, and other relevant records and documents relating to this Consent Order or any requirement under this Consent Order and to interview L/E personnel and contractors performing work required by this Consent Order. Nothing in this paragraph limits or impairs the Division's statutory authorities to enter and inspect the L/E WWTP.

FORCE MAJEURE

52. L/E shall perform the requirements of this Consent Order within the schedules and time limits set forth herein and in any approved plan unless the performance is prevented or delayed by events that constitute a force majeure. A force majeure is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the control of L/E, and which cannot be overcome by due diligence.

53. Within seventy-two (72) hours of the time that L/E knows or has reason to know of the occurrence of any event which L/E has reason to believe may prevent L/E from timely compliance with any requirement under this Consent Order, L/E shall provide verbal notification to the Division. Within seven (7) calendar days of the time that L/E knows or has reason to know of the occurrence of such event, L/E shall submit to the Division a written description of the event causing the delay, the reasons for and the expected duration of the delay, and actions which will be taken to mitigate the duration of the delay.

54. The burden of proving that any delay was caused by a force majeure shall at all times rest with L/E. If the Division agrees that a force majeure has occurred, the Division will so notify L/E. The

Division will also approve or disapprove of L/E 's proposed actions for mitigating the delay. If the Division does not agree that a force majeure has occurred, or if the Division disapproves of L/E 's proposed actions for mitigating the delay, it shall provide a written explanation of its determination to L/E. Within fifteen (15) calendar days of receipt of the explanation, L/E may file an objection.

55. Delay in the achievement of one requirement shall not necessarily justify or excuse delay in the achievement of subsequent requirements. In the event any performance under this Consent Order is found to have been delayed by a force majeure, L/E shall perform the requirements of this Consent Order that were delayed by the force majeure with all due diligence.

DISPUTE RESOLUTION

56. If the Division determines that that a violation of this Consent Order has occurred, that a force majeure has not occurred; that the actions taken by L/E to mitigate the delay caused by a force majeure are inadequate; that L/E's Notice of Completion should be rejected pursuant to paragraph 61 the Division shall provide a written explanation of its determination to L/E. Within fifteen (15) calendar days of receipt of the Division's determination, L/E shall:
- Submit a notice of acceptance of the determination; or
 - Submit a notice of dispute of the determination.

If L/E fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

57. If the Division imposes additional, modified or alternate measures, plans, programs, SOPs or time schedules pursuant to paragraphs 26(b), 26(d), 26(f) or 26(j), within fifteen (15) calendar days of receipt of the Division's notice of such measures, plans, programs, SOPs or time schedules, L/E shall:
- Submit a notice of acceptance of the additional, modified or alternate measures, plans, programs, SOPs or time schedules and begin implementation of such;
 - Submit a notice of dispute of the additional, modified or alternate measures, plans, programs, SOPs or time schedules.

If L/E fails to do any of the above within the specified time, L/E shall be deemed to have failed to comply with the Consent Order, and the Division may bring an enforcement action, including an assessment of penalties.

58. If L/E files any notice of dispute pursuant to paragraph 56 or 57 the notice shall specify the particular matters in the Division's determination that L/E seeks to dispute, and the basis for the dispute. Matters not identified in the notice of dispute shall be deemed accepted by L/E. The Division and L/E shall have thirty (30) calendar days from the receipt by the Division of the notification of dispute to reach an agreement. If agreement cannot be reached on all issues within this thirty (30) calendar day period, the Division shall confirm or modify its decision within an additional fourteen (14) calendar days, and the confirmed or modified decision shall be deemed effective and subject to appeal in accordance with the Act and the APA.

NOTICES

59. Unless otherwise specified, any report, notice or other communication required under the Consent Order shall be sent to:

For the Division:

Colorado Department of Public Health and Environment
Water Quality Control Division / WQCD-CAS-B2
Attention: Joe Campbell
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Telephone: 303.692.2356
E-mail:

For L/E:

Gary Sears, City Manager of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110
Telephone: 303.762.2310

Michael Penny, City Manager of Littleton
2555 West Berry Ave.
Littleton, Colorado 80165
Telephone: 303.796.3700

Dennis Stowe, Manager
L/E/ WWTP
2900 South Platte River Drive
Englewood, Colorado 80110
Telephone: 303.762.2600

MODIFICATIONS

60. This Consent Order may be modified only upon mutual written agreement of the Parties.

COMPLETION OF REQUIRED ACTIONS

61. L/E shall submit a Notice of Completion to the Division upon satisfactory completion of all requirements of this Consent Order. The Division shall either accept or reject L/E 's Notice of Completion in writing within thirty (30) calendar days of receipt. If the Division rejects L/E 's Notice of Completion, it shall include in its notice a statement identifying the requirements that the Division considers incomplete or not satisfactorily performed and a schedule for completion. L/E shall, within fifteen (15) calendar days of receipt of the Division's rejection, either:

City of Littleton / City of Englewood
Littleton/Englewood Wastewater Treatment Plant
Compliance Order on Consent
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- a. Submit a notice of acceptance of the determination; or
- b. Submit a notice of dispute.

62. If L/E fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

NOTICE OF EFFECTIVE DATE

63. This Consent Order shall be fully effective, enforceable and constitute a final agency action upon notice from the Division following closure of the public comment period referenced in paragraph 39.

BINDING EFFECT AND AUTHORIZATION TO SIGN

64. This Consent Order is binding upon L/E and its elected officials, employees, agents, representatives, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order. L/E agrees to provide a copy of this Consent Order to any contractors and other agents performing work pursuant to this Consent Order and require such agents to comply with the requirements of this Consent Order. In the event that a party does not sign this Consent Order within thirty (30) calendar days of the other party's signature, this Consent Order becomes null and void. This Consent Order may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order.

FOR L/E:

_____ Date: _____
Randy P. Penn, Mayor
City of Englewood

_____ Date: 7/25/12
Michael Penny, City Manager of Littleton

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

_____ Date: _____
Steven H. Gunderson, Director
WATER QUALITY CONTROL DIVISION

Exhibit A

**SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEP)
PROPOSAL/AGREEMENT FORM**

The entity, identified below, submits the following SEP application to the Colorado Department of Public Health and Environment (the department) for consideration.

Enforcement Action Information	MC-12xxxx-x
Project Manager	Charles Blosten, Director Public Services Department City of Littleton 303-795-3863
CDPHE Contact Person	Rachel Wilson-Roussel, Sustainability Program, 303-692-2976 and Joe Campbell, Water Quality Control Division, 303-692-2356
Geographical Area to Benefit Most Directly From Project	South Suburban Metro Area
Project Name	City Ditch Bicycle Trail
Project Type	First Party to Benefit a Third Party
SEP Category	Public Health
Project Summary	The City of Littleton's proposed City Ditch Trail will provide public access (pedestrian and bicycle) along the historic City Ditch through the central part of Littleton. Thanks to a significant grant through Great Outdoors Colorado, the city intends to construct a one and three-quarter mile crusher fine (gravel) trail from Lee Gulch, on the south, to Big Dry Creek (north). The SEP funds will directly support the construction of a neighborhood spur which will provide immediate access for the residents of the north Littleton area with a direct connection to the City Ditch Trail.

<p>Project Description</p>	<p><u>Project Background:</u></p> <p>The <u>historic City Ditch</u> is an irrigation canal that was originally constructed in 1860; the surveyor for canal was Richard Little, the city's founder. Some sections of the current ditch are still in its original 19th century condition with little or no changes. The City Ditch still provides water to several Littleton properties, including the Cities of Littleton & Englewood.</p> <p>The City Ditch Trail will involve installation of an 8' wide pedestrian/bicycle trail passing by some of the most historic sites in the city:</p> <ul style="list-style-type: none"> • The 1912 Arapahoe County Courthouse • The Littleton Cemetery; earliest grave marker is dated 1864 • Downtown Littleton • Slaughterhouse Gulch <p>The City Ditch Trail will provide an important pedestrian/bicycle path connection between the existing Lee Gulch Trail on the south and the Big Dry Creek Trail on the north. The historic City Ditch will allow pedestrians to "walk in the footsteps of pioneers". With its central location and proximity to both residential and commercial districts, the City Ditch Trail will be a very substantial asset, serving the residents of Littleton and Englewood as well as countless others in the south suburban area.</p> <p>As indicated in the <u>Littleton Community Trails Master Plan</u>, the Ditch Trail offers unique potentials on a number of levels:</p> <ul style="list-style-type: none"> • It will provide trail access to a scenic corridor rich in history and interpretive value. • It will provide a close-in multi-use recreational opportunity running through the core of Littleton linking both downtown and residential area destinations. • It will connect, directly or indirectly, to several parks including: Cornerstone Regional Park, Belleview Park, Lower Ridgewood Park, Sterne Park, the Douglas Buck Recreation Center, Arapahoe Community College, Historic Main Street, the Historic County Courthouse Building, the Littleton Depot Arts Center, and other important community destinations. • It will link with several regional trails including: the Lee Gulch Trail, the Big Dry Creek Trail, the Little's Creek Trail and the Slaughterhouse Gulch Trail. • It will also connect directly to the Mary Carter Greenway via the Lee Gulch and Big Dry trails forming a new close-in trail loop. There is also potential to connect to the Littleton and Arapahoe County government centers and the Mary Carter Trail via Slaughterhouse Gulch. • It will help promote downtown businesses as well as enhance community development as a distinct amenity.
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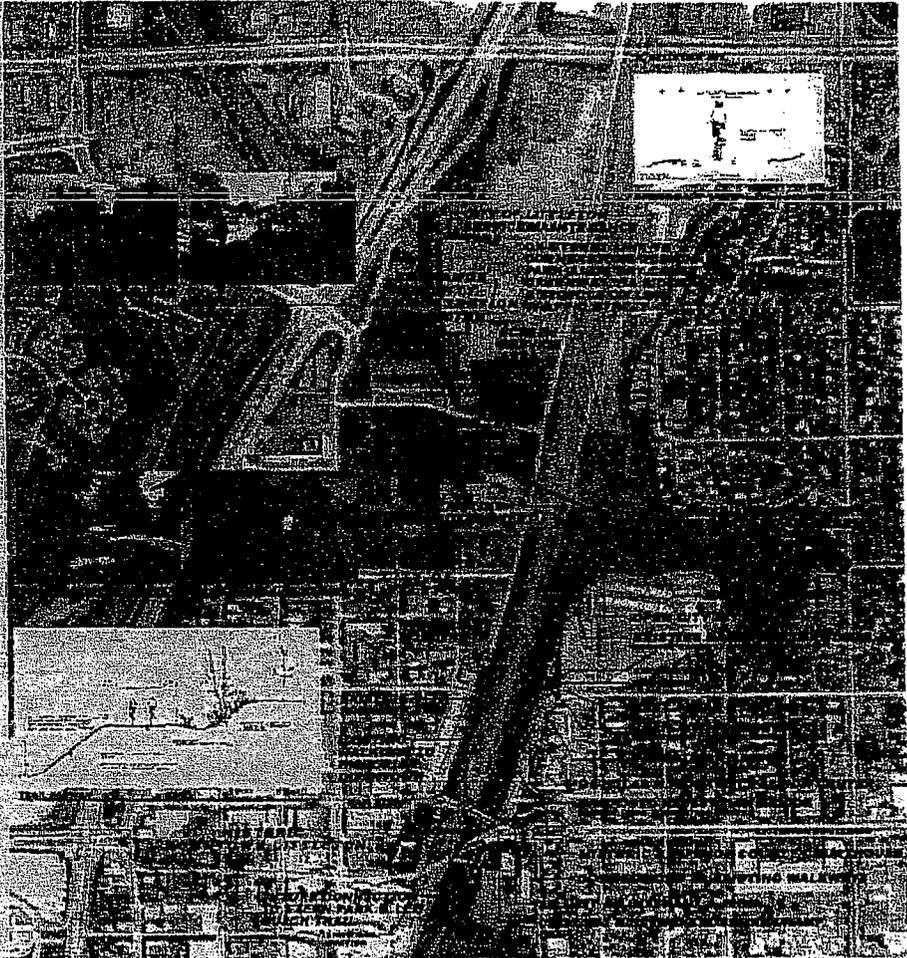
	<p><u>SEP Objective:</u> The neighborhood spur connection constructed through this SEP will provide easy access to the City Ditch Trail for residents of the north Littleton area. While approximately \$1.1 million in total project funding has been committed to date, there is not funding available for construction of the neighborhood trail spur outside of this SEP. The neighborhood that will be served by this spur trail is comprised of low to moderate income residents and this is one of the areas in Littleton that qualifies for Community Development Block Grant projects.</p> <p><u>Project Implementation Tasks:</u></p> <p>For overall City Ditch Trail:</p> <ul style="list-style-type: none"> • Concept planning (complete) • Construction engineering (complete for both Phases I and II) • Right-of-way and easement acquisition/approvals (in progress) • Construction of Phase I (anticipated to begin in mid-2012) <p>For Neighborhood Spur Trail:</p> <ul style="list-style-type: none"> • Concept planning & engineering (complete) • Bid process for construction (will begin upon SEP approval) • Construction of spur (begin Summer 2012) <p><u>Need for the Project in the Community:</u></p> <p>The City of Littleton has numerous trails and historic locations in the immediate vicinity of the proposed trail. This pedestrian link will allow users to easily connect to other trails and observe historic sites along the way.</p> <p>The neighborhood spur is needed to provide residents in north Littleton easily access to the larger City Ditch Trail.</p> <p>See attached concept planning maps for the neighborhood spur.</p>		
<p>Expected Environmental and/or Public Health Benefits</p>	<p>The expected benefits from this project are public health benefits from increased exercise, recreational opportunities and improved non-motorized public transportation routes.</p> <p>The City Ditch Trail will connect to the Lee Gulch Trail, on the south, and the Big Dry Creek Trail, on the north. Without the neighborhood spur trail connection, the north Littleton neighborhood will not have easy access to the City Ditch Trail. With the new spur trail, the residents of this area can walk just a few yards to get onto the main trail.</p>		
<p>Project Budget</p>	<p>Category</p>	<p>Description</p>	<p>SEP Funds</p>
	<p>Construction</p>	<p>Construction of crusher fine trail spur and concrete culvert.</p>	<p>\$53,000</p>
		<p>Total:</p>	<p>\$53,000</p>

<p>Budget Discussion</p>	<p>The city has accumulated about \$1.1 million in total funds to be used on the main trail project. The funds were received from Great Outdoors Colorado (\$500,000), Arapahoe County Open Space (\$483,000), South Suburban Parks & Recreation (\$100,000), and the City of Littleton (\$100,000). The current Littleton allocation of \$100,000 will be used for the main trail project and not the neighborhood spur.</p> <p>The city estimates that the total cost of the neighborhood spur is \$53,000. Any cost overruns will be paid for by the city in order to complete the neighborhood spur trail.</p>	
<p>Project Schedule</p>	<p>Complete planning and design:</p>	<p>1st Quarter 2012</p>
	<p>Initiate construction of neighborhood trail spur:</p>	<p>Summer 2012</p>
	<p>SEP Status Report Deadline:</p>	<p>September 30, 2012</p>
	<p>Project completion:</p>	<p>May 31, 2013</p>
	<p>SEP Completion Report Deadline</p>	<p>September 30, 2013</p>
<p>Reporting</p>	<p><u>Status Reports</u></p> <p>The city of Littleton will submit a project status report to the department's SEP Coordinator by September 30, 2012. The status reports will include the following information:</p> <ul style="list-style-type: none"> • A description of activities completed to date; • A budget summary table listing funds expended to date by budget category; and • A discussion of any anticipated changes to the project scope or timeline. <p><u>SEP Completion Report</u></p> <p>A full expense accounting, including documentation of all payments, will be provided in the SEP Completion Report. The SEP Completion report will contain at a minimum:</p> <ul style="list-style-type: none"> • A detailed description of the project as implemented; • A description of any operating problems encountered and the solutions thereto; • Itemized costs, documented by copies of purchase orders and receipts or canceled checks; • Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the Consent Order; and • A description of the environmental and public health benefits resulting from implementation of the SEP along with quantification of the outcomes and benefits. <p>Additional information may include photographs of the completed SEP.</p>	

Map for Phase I of the overall City Ditch Trail:

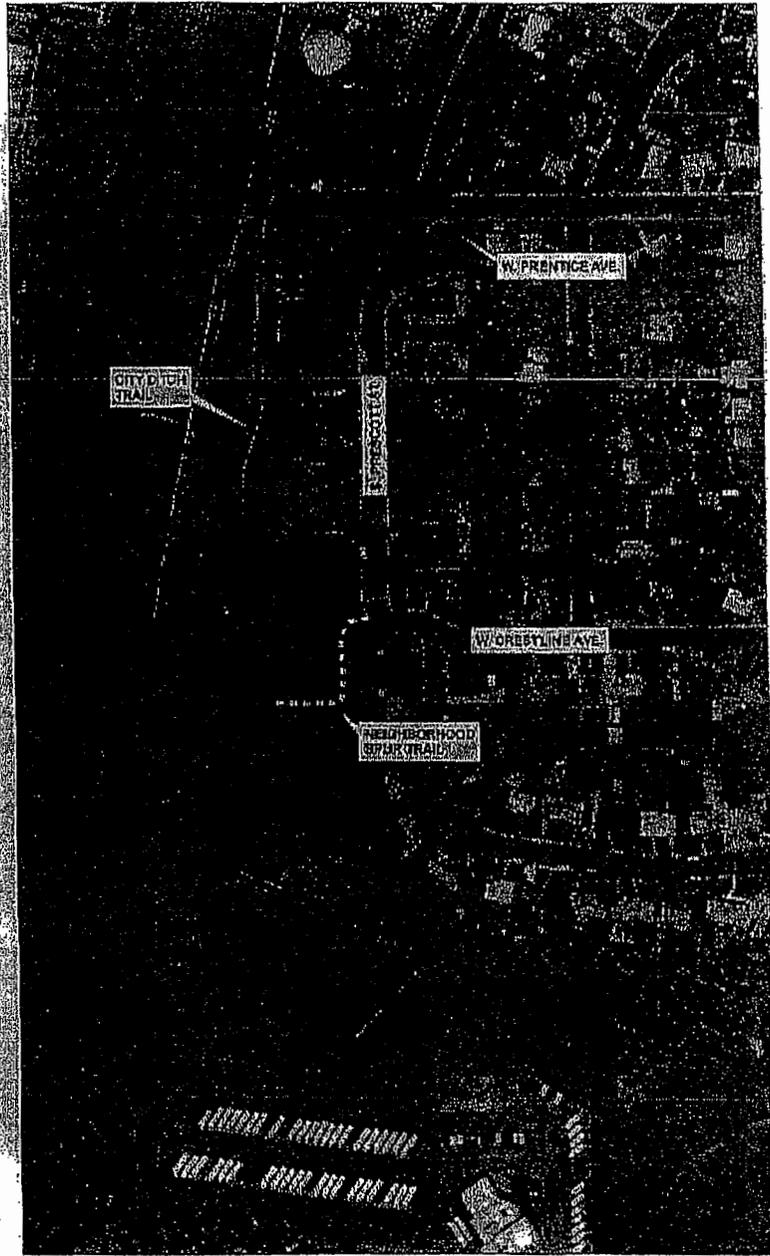
**Slaughterhouse Gulch Park
Greenway/City Ditch**
City of Littleton, Colorado

Other Relevant
Information



Prepared By: 
Greenway Team / DMM Design
January 28, 2010

Map showing location of neighborhood spur:



Other Relevant Information
(continued)

Has the applicant entered into any prior commitments to fund this project, voluntary or otherwise? If yes, please explain.

No, the City of Littleton has not designated any funds for the construction of the neighborhood spur trail. All currently identified and committed funding will be used for construction of the main City Ditch Trail only.

Exhibit B

**SUPPLEMENTAL ENVIRONMENTAL PROJECTS (SEP)
PROPOSAL/AGREEMENT FORM**

The entity, identified below, submits the following SEP application to the Colorado Department of Public Health and Environment (the department) for consideration.

Enforcement Action Information	MC-12XXXX-X
Project Manager	Dennis Stowe Manager Littleton/Englewood Wastewater Treatment Plant City of Englewood
CDPHE Contact Person	Rachel Wilson-Roussel, SEP Coordinator, 303-692-2976 OR Joe Campbell, WQCD Enforcement Case Person, 303-692-2356
Geographical Area to Benefit Most Directly From Project	City of Englewood, Colorado
Project Name	Trail Enhancement Projects for City of Englewood, Colorado
Project Type	First Party to Benefit a Third Party
SEP Category	Public Health
Project Summary	The Englewood Trail Enhancement Project will provide improved trails and enhance access to the current trail systems within the city. Trail connection improvements are proposed for Hosanna Athletic Complex (adjacent to Englewood High School), Belleview Park and Emerson Park. These trail enhancements will provide a link (Hosanna - 315 l.f., Belleview - 175 l.f., Emerson - 205 l.f.) between on-street bike routes and off street trails. Please see attached aerial diagrams.
Project Description	Background The City of Englewood is nearing the completion of a Tri-County Health Department sponsored Communities Putting Prevention to Work (CPPW) grant focused on the development of on-street regional and local bicycle route connections. The CPPW grant does not provide any funding pertaining to this SEP grant request. The City is proposing constructing three newly identified trail connections to assist bicyclists in making seamless transitions between on-street bicycle routes and off-street trails. (See attached aerial photographs)

Project Objective and Description

The objective of the Englewood Trail Enhancement Project is to provide improved access and a direct link between on street bike routes within the City of Englewood and existing trails located at Hosanna Athletic Complex, Belleview Park and Emerson Park.

Hosanna Athletic Complex: located north of and adjacent to Englewood High School. This trail enhancement will provide a direct access point to the Little Dry Creek Trail and the high school with the Kenyon Avenue bike route. This trail is heavily used by high school students and residents of the area as a transportation corridor to numerous businesses in the downtown Englewood area.

Belleview Park: located on the north side of the park along Whitaker Drive. The trail connection will provide an important link from the neighborhood north of Belleview Park and connect users with the Big Dry Creek Trail. The Big Dry Creek Trail runs through Belleview Park and connects trail users from Greenwood Village to the South Platte River/Mary Carter Greenway Trail.

Emerson Park: located adjacent to Bates Avenue bike route and Clarkson Street bike route. This trail connection will provide an off street link between the two bike routes and Emerson Park.

Planning

The three trail connection projects were identified over the course of an extensive assessment of on-street bicycle routes that were proposed in the 2004 Englewood Master Bicycle Plan. The plan can be accessed using the following link:

www.engagewoodgov.org/Modules/ShowDocument.aspx?documentid=3803

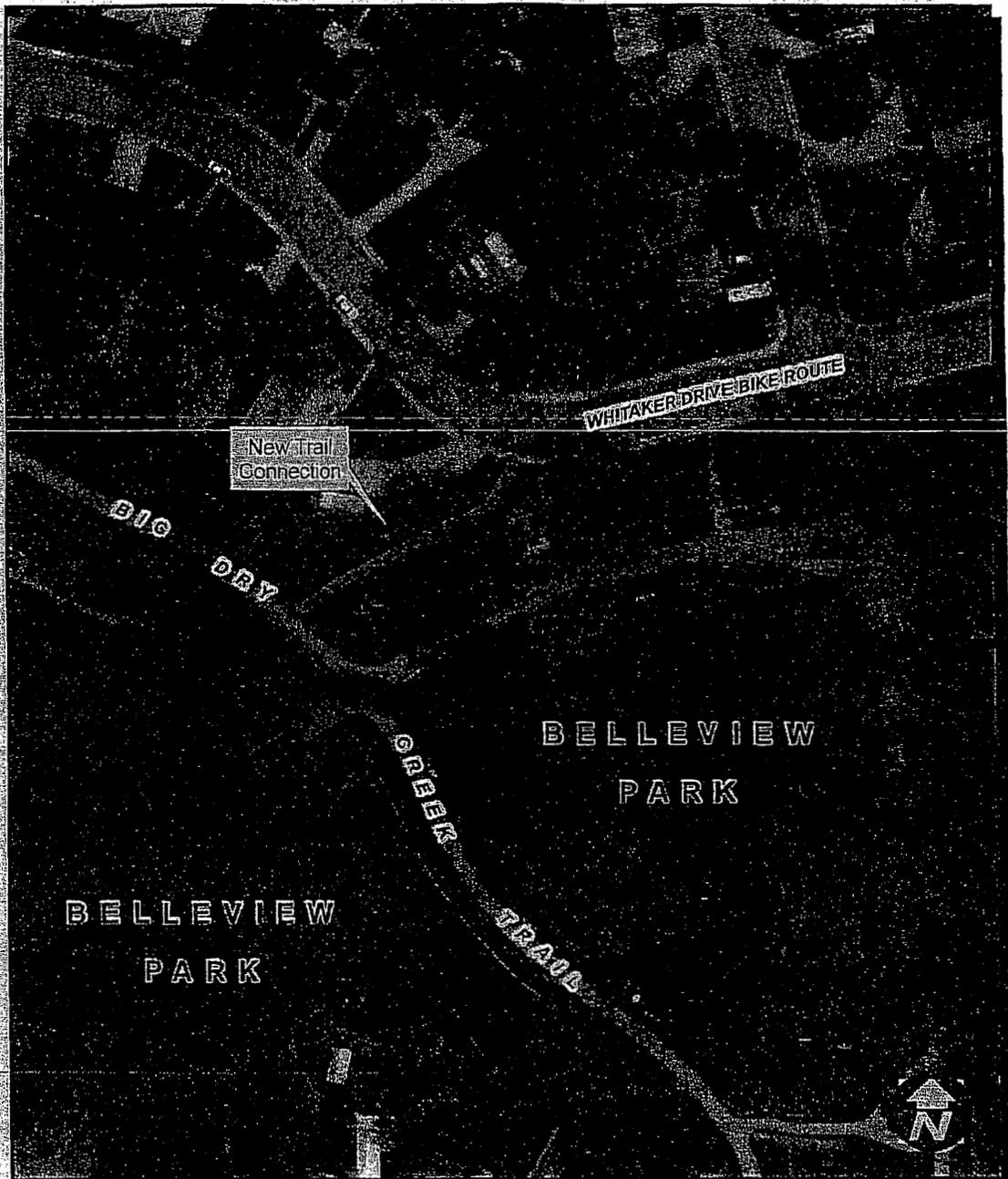
Through the course of the route selection phase, three trail connection projects are needed to create seamless transitions between on-street bicycle routes and existing off-street trails were identified:

Implementation

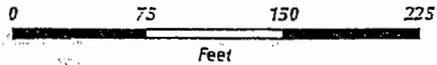
Upon acceptance of this proposal, the City of Englewood will initiate requests for bid and award a contract for the construction of trail connections on the above mentioned projects.

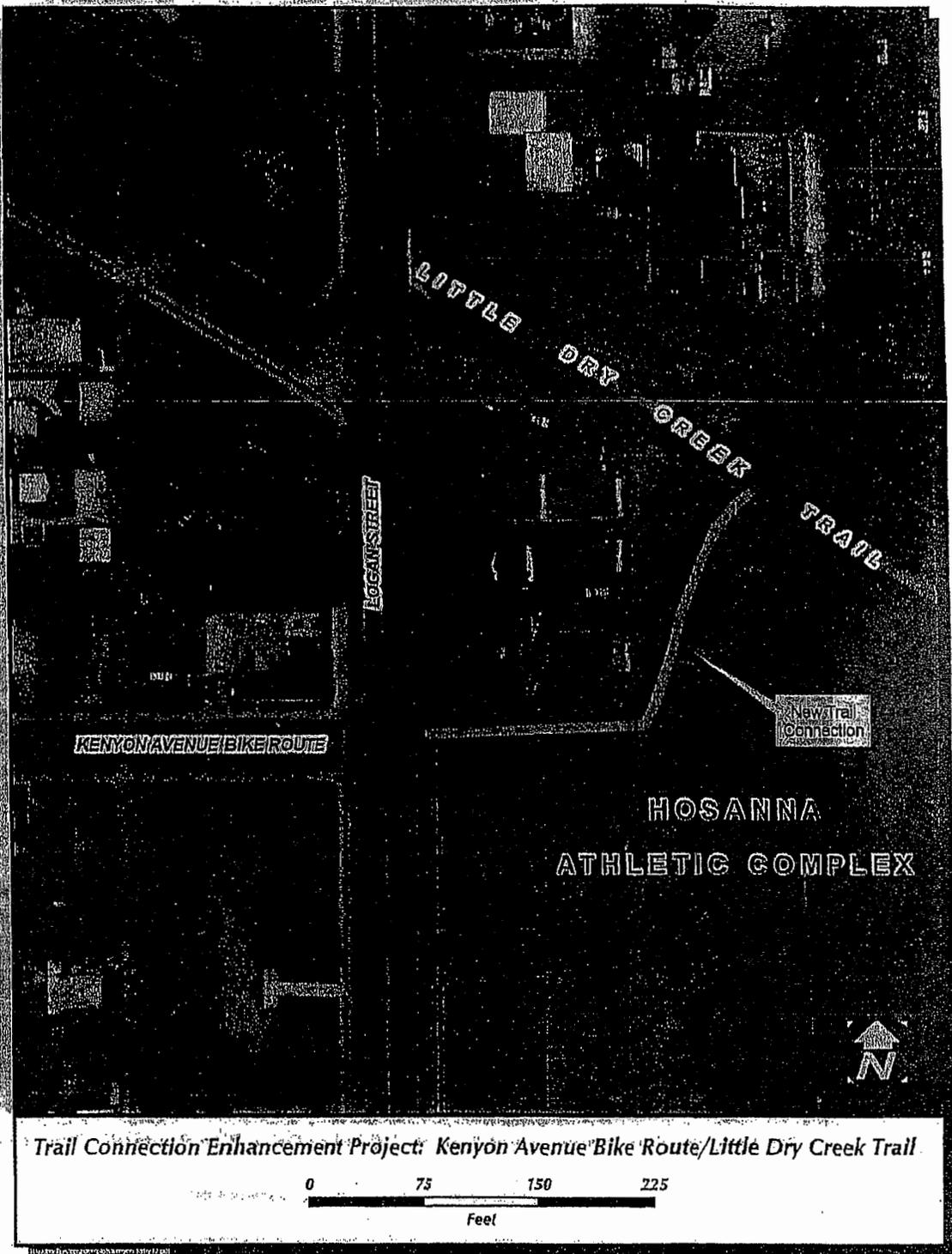
<p>Expected Environmental and/or Public Health Benefits</p>	<p>The expected benefits from this project are public health benefits from increased exercise, recreational opportunities and improved non-motorized public transportation routes. The benefits will be measured using a random sampling of periodic visitor assessments, which is how Englewood monitors other facilities.</p>		
<p>Project Budget</p>	<p>Category</p>	<p>Description</p>	<p>Cost</p>
	<p>Construction</p>	<p>Remove vertical curb and gutter</p>	<p>\$312</p>
		<p>Remove walk</p>	<p>\$488</p>
		<p>Saw asphalt</p>	<p>\$92</p>
		<p>Saw concrete</p>	<p>\$162</p>
		<p>Concrete trail</p>	<p>\$30,300</p>
		<p>6" mono.</p>	<p>\$757</p>
		<p>Curb ramp</p>	<p>\$3,516</p>
		<p>Asphalt patch</p>	<p>\$149</p>
		<p>Compacted aggregate basecourse</p>	<p>\$2,118</p>
<p>Unclassified excavation</p>	<p>\$1,946</p>		
	<p>Subtotal</p>	<p>\$39,840</p>	
<p>Engineering</p>	<p>15%</p>	<p>\$5,976</p>	
<p>Contingency</p>		<p>\$6,334</p>	
	<p>Project Total:</p>	<p>\$52,150</p>	
<p>Budget Discussion</p>	<p>Currently, there are no other sources of funding for this project outside of the SEP request for funds. This project will not move forward unless SEP funding is attained. The contingency funds and engineering estimate will be returned if not needed or fully expended.</p> <p>Alternatively, unexpended funds may be used for monitoring use of the trails. The type and extent of monitoring would depend on funds available at the completion of construction. Monitoring would be performed during the summer of 2013.</p>		
<p>Project Schedule</p>	<p>Project Start Date</p>	<p>Within 30 days of the effective date of the COC.</p>	
	<p>Begin construction:</p>	<p>August 2012</p>	
	<p>Status Report to CDPHE:</p>	<p>September 30, 2012 March 31, 2013</p>	
	<p>SEP Completion:</p>	<p>September 30, 2013</p>	
	<p>SEP Completion Report Due:</p>	<p>October 31, 2013.</p>	

<p style="text-align: center;">Reporting</p>	<p><u>Status Reports</u></p> <p>The city of Englewood will submit two project status reports to the department's SEP Coordinator. The first report will be submitted by September 30, 2012. The second report will be submitted by March 30, 2013. The status reports will include the following information:</p> <ul style="list-style-type: none"> • A description of activities completed to date; • A budget summary table listing funds expended to date by budget category; and • A discussion of any anticipated changes to the project scope or timeline. <p><u>SEP Completion Report</u></p> <p>The city of Englewood will provide a full expense accounting, including documentation of all payments, in the SEP Completion Report. The SEP Completion report will contain at a minimum:</p> <ul style="list-style-type: none"> • A detailed description of the project as implemented; • A description of any operating problems encountered and the solutions thereto; • Itemized costs, documented by copies of purchase orders and receipts or canceled checks; • Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the Consent Order; and • A description of the environmental and public health benefits resulting from implementation of the SEP along with quantification of the outcomes and benefits. <p>Additional information may include photographs of the completed SEP.</p>
<p>Has the applicant entered into any prior commitments to fund this project, voluntary or otherwise? If yes, please explain.</p>	<p>No.</p>

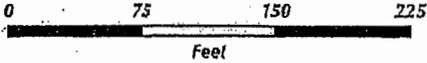


Trail Connection Enhancement Project: Whitaker Drive Bike Route/Big Dry Creek Trail





Trail Connection Enhancement Project: Kenyon Avenue Bike Route/Little Dry Creek Trail





Trail Connection Enhancement Project: Bates Avenue Bike Route



11/16/2010 10:42:00 AM 10/16/2010 10:42:00 AM

COUNCIL COMMUNICATION

Date: August 6, 2012	Agenda item: 11 a i	Subject: Amendments to Title 16 and Title 11-3-3 of the Englewood Municipal Code Concerning Signs this (C.B. 39, Series 2012)
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. 73, Series of 2012, is scheduled to expire on December 31, 2012, or the effective date for the passage of this C.B. 39, Series 2012, whichever occurs first.

Council first reviewed proposed amendments at the April 9, 2012 Study Session. On July 2, 2012 Council considered the proposed amendments at First Reading. Council raised several issues and requested a study session to be held on July 16, 2012. At that session staff presented background and alternatives for each issue for Council consideration. The issues, consensus alternatives, and related motions to amend are summarized under "First Reading Issues and Proposed Motions" of this communication (See page 3).

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 on First Reading 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 August 20, 2012 as the date for a 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 Code 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 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 input opportunities
- 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.

FIRST READING ISSUES AND PROPOSED MOTIONS

Issue 1: Murals.

Council Consensus at Study Session:

Retain the Planning and Zoning Commission’s recommendation to allow murals provided the mural does not contain a commercial message.

Recommended Action: No action required to maintain proposed amendment.

Issue 2: Size Restrictions for Portable Signs on the Public Sidewalk.

Council Consensus at Study Session:

Retain the Planning and Zoning Commission’s recommendation that portable signs on the public sidewalk be limited to a maximum height of three (3) feet and maximum width of two and one-half (2.5) feet.

Recommended Action: No action required to maintain proposed amendment.

Issue 3: Pennants, Streamers, Fringe, Balloons and Similar Devices.

Council Consensus at Study Session:

Consensus was not reached. The five alternatives presented at study session are listed below for Council’s consideration.

Alternative	Pro	Con
#1: Maintain P&Z recommendation to continue prohibition	<ul style="list-style-type: none"> • These types of advertising devices have been prohibited under previous Sign Codes since 1982. • They tend to be neglected, deteriorate and essentially become litter over time. • Reduces “tacky” visual clutter along the street 	<ul style="list-style-type: none"> • Restricts a means of advertising
#2: Amend by removing prohibition on these devices	<ul style="list-style-type: none"> • Provides additional means of advertising. 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting complained against. • No restrictions - allowing any number, size or in any location.
#3: Amend to allow these devices for special events and temporary uses	<ul style="list-style-type: none"> • Provides additional means of advertising. 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting labeled “tacky”. • Burdensome to business owners who must apply for permit • Difficult to administer: inspections
#4: Amend to allow as accessory signs with time limits	<ul style="list-style-type: none"> • Regulates maximum number 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting labeled “tacky”. • Difficult to administer/enforce: No permit • Difficult to administer: inspection • Counts as 1 of the 2 allowed accessory signs • Difficult to administer: how to measure; how much streamer equals 1 accessory sign
#5: Amend to allow as incidental sign (no restrictions)	<ul style="list-style-type: none"> • Provides additional means of advertising 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting labeled “tacky”. • No restrictions - allowing any number, size or location.

Another alternative not discussed at Study Session is to place the devices into separate categories and establish standards for each individual type of device. This approach will require additional time to develop standards for these devices, including, but not limited to, allowed number, placement, size, and determining if any time limitations are included. This approach will require some type of permit and will require staff time to review, issue, and inspect the devices. This approach is equivalent to the current "short-term advertising" permit system that is ineffectual.

Community Development Recommendation: The Department recommends against Alternatives #3 and #4 as being burdensome to both business owners and administrative staff. Alternatives #2 and #5 are actually the same options; #5 clarifies into which sign category the devices are placed in the Sign Code. If Council chooses to allow these advertising devices Community Development recommends adopting Alternative #5 and monitoring the results for possible amendments at a later date.

Issue 4: Time Limits for Elections Signs.

Council Consensus at Study Session:

Amend the Planning and Zoning Commission's recommendation of no time limitations on election signs to retain the current time limits. The current regulations limits posting an election sign to no more than forty-five (45) calendar days prior to and fifteen (15) calendar days following the election to which the sign relates. Council exempted ideological signs from such time limits.

Recommended Action: Motion to amend 16-613(B)(6) to include the following subsection c:

6. Election/Ideological Signs. Provided such signs:
 - a. Are limited to wall, window, and ground signs, and
 - b. Shall not exceed twelve (12) square feet in area.
 - c. 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. Ideological signs shall be exempt from this time restriction.

Issue 5: Time Limits for Holiday Decorations.

Council Consensus at Study Session:

Retain the Planning and Zoning Commission's recommendation to remove the current time limit for display of holiday decorations to no more than sixty consecutive calendar days.

Recommended Action: No action required to maintain proposed amendment.

LIST OF ATTACHMENTS

Study Session Handout: Sign Code Issues Raised at 1st Reading – July 2, 2012
Bill for an Ordinance

Sign Code Issues Raised at 1st Reading – July 2, 2012

Accessory Sign (on-site):

- Purpose:
 1. Accommodate business community's desire for economical short-term signage that can be easily installed, changed, or moved to meet limited advertising needs, and
 2. Maintain aesthetically pleasing environment by minimizing sign clutter.
- Sign Permit not required
- Limited to total of 2 onsite accessory signs
- Examples: Wall banners, A-frames, inflatables, tear drops, 3-D objects, human

Incidental Signs:

- Sign Permit not required
- Examples: Bulletin boards, café table umbrellas, safety/warning signs, cornerstones

Issue: Does Sign Code address obscenity in signs, murals or art?

Issue: May the BID or City erect flag poles in the right of way considering Xcel's prohibition of banners on their poles?

Issue: Do nonconforming signs require a variance to do maintenance? i.e. Army Surplus sign with blinking/flashing lights.

Landmark Sign provision for non-conforming signs may address this issue.

Issue: Murals – what constitutes definition of “commercial message”?

Alternative	Pro	Con
<p>#1: Maintain P&Z recommendation to allow murals provided they do not contain a commercial message</p>	<ul style="list-style-type: none"> • A commercial message is one that advertises a company, goods or services for economic gain. Signs are a means of relating a commercial message to the public. Works of art, including murals, are intended for the visual benefit of the community rather than as a means of economic gain. • CD surveyed 23 Front Range cities, 18 of which regulated murals in the sign code. 14 of the 18 (78%) prohibited commercial messages. • If a mural or other work of art contains a commercial message it should be regulated as other commercial message devices. • Distinguishes between “art” and a sign for economic gain. 	<ul style="list-style-type: none"> • Administrative challenge: Does a mural “advertise” by suggesting a product or service in the art? Example: A mural depicting bicyclists on a building where bikes are sold.
<p>#2: Amend “Work of Art” to prohibit the name or logo of a business only</p>	<ul style="list-style-type: none"> • Removes administrative challenge noted above. 	<ul style="list-style-type: none"> • Allows a work of art (mural, paintings, statues, etc.) to advertise and act as a commercial sign • The following scenario meets the letter of the regulations but not the intent: Mural of jet liners on a travel agency's wall that does not name the agency or use an airline logo but says, “Book here to fly on United, Frontier and Southwest Airlines”. The commercial message's purpose is economic gain. • Violates “content neutrality” clause, opens City to possible legal challenge

Sign Code Issues Raised at 1st Reading – July 2, 2012

Issue: Size restrictions for portable signs on the public sidewalk.

Alternative	Pro	Con
#1: Maintain P&Z recommendation of a maximum 3 feet tall by 2.5 feet in wide	<ul style="list-style-type: none"> • Person in wheelchair can see over 3 foot sign. • A person could not easily “hide” behind a larger sign creating a safety issue for pedestrians. • Taller signs would block a motorist’s view of storefronts. • The 3 foot height limit corresponds to other sight triangle limitation used by the city. • Public Works reviewed and endorsed the 3 feet height limit. • Size (7.5 sf) is consistent with other Front Range cities allowing freestanding signs on the public sidewalks (range from 6 to 8 sf). 	<ul style="list-style-type: none"> • Perceived as not effective because of being too small.
#2: Amend to change height limit to something taller than 3 feet	<ul style="list-style-type: none"> • Provides additional means of advertising. 	<ul style="list-style-type: none"> • Person in wheelchair may not be able to see over taller sign. • Taller signs may provide “hiding place” for criminals. • Taller signs block motorist’s view of storefronts.
#3: Amend to change height & width limits to allow larger signs	<ul style="list-style-type: none"> • Provides additional means of advertising. 	Same as #2 above.

Issue: Pennants, streamers, fringe, balloons and similar devices.

Alternative	Pro	Con
#1: Maintain P&Z recommendation to continue prohibition	<ul style="list-style-type: none"> • These types of advertising devices have been prohibited under previous Sign Codes since 1982. • They tend to be neglected, deteriorate and essentially become litter over time. • Reduces “tacky” visual clutter along the street • Safety issues – free flight, entanglement 	<ul style="list-style-type: none"> • Restricts a means of advertising
#2: Amend by removing prohibition on these devices	<ul style="list-style-type: none"> • Provides additional means of advertising. 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting complained against. • No restrictions - allowing any number, size or in any location.
#3: Amend to allow these devices for special events and temporary uses	<ul style="list-style-type: none"> • Provides additional means of advertising. 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting labeled “tacky”. • Burdensome to business owners who must apply for permit • Difficult to administer: inspections
#4: Amend to allow as accessory signs with time limits	<ul style="list-style-type: none"> • Regulates maximum number 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting labeled “tacky”. • Difficult to administer/enforce: No permit • Difficult to administer: inspection • Counts as 1 of the 2 allowed accessory signs • Difficult to administer: how to measure; how much streamer equals 1 accessory sign
#5: Amend to allow as incidental sign (no restrictions)	<ul style="list-style-type: none"> • Provides additional means of advertising 	<ul style="list-style-type: none"> • Sanctions the visual clutter that citizens at the 2009 public meeting labeled “tacky”. • No restrictions - allowing any number, size or location.

Sign Code Issues Raised at 1st Reading – July 2, 2012

Issue: Keep time limit for election signs while exempting ideological signs

Alternative	Pro	Con
#1: Maintain P&Z recommendation allowing election and ideological signs without time restrictions	<ul style="list-style-type: none"> • Updates Sign Code to reflect recent Federal court rulings in other states prohibiting time limits for election signs • Maintains free speech right of non-commercial signs. • Treats election and ideological signs the same as all other incidental signs that have no time constraints. • Minimizes risk of legal challenge to right of free speech 	<ul style="list-style-type: none"> • Adds to visual clutter.
#2: Amend to keep current election sign time limits while exempting ideological signs	<ul style="list-style-type: none"> • Provides mechanism to reduce visual clutter. 	<ul style="list-style-type: none"> • Restricts free speech • Opens City to risk of legal challenge to right of free speech • Treats time frame for incidental election signs differently than other incidental signs • Election signs are a type of ideological sign • Requires amending definition of Ideological sign which expresses religious, <i>political</i>, philosophical or other ideal or belief. • Difficult to administer/enforce.
#3: Amend to keep current time limits on election signs	<ul style="list-style-type: none"> • Provides mechanism to reduce visual clutter. 	<ul style="list-style-type: none"> • Restricts free speech. • Opens City to risk of legal challenge to right of free speech. • Treats time frame for election signs differently than other incidental signs. • Election signs are a type of ideological sign.

Issue: Time limit for holiday decorations

Alternative	Pro	Con
#1: Maintain P&Z recommendation allowing all incidental signs without time restrictions	<ul style="list-style-type: none"> • Treats holiday decorations the same as all other incidental signs with regards to time 	<ul style="list-style-type: none"> • Potentially adds to visual clutter.
#2: Amend to impose time limit in MU-B, M, I, and TSA zone districts	<ul style="list-style-type: none"> • Provides mechanism to reduce visual clutter. 	<ul style="list-style-type: none"> • Difficult to administer/enforce • Treats holiday decorations in business districts differently than those in residential districts



M E M O R A N D U M

COMMUNITY DEVELOPMENT

Council members voiced several concerns about proposed Sign Code amendments at the July 2, 2012 first reading. First reading was postponed until August 6, 2012 in order for Council to review these concerns at a study session.

In this memo each topic includes Community Development Department comments (where applicable) followed by alternatives identified by the City Attorney. At the study session Community Development will discuss the pros and cons for each alternative.

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Does the Sign Code address obscenity in signs, murals or art?

Obscenity is dealt with in both the Englewood Municipal Code 7-6D-6 E.M.C. "Obscene Materials, Devices and Performances" and the State Statutes [C.R.S. 18-7-101 et. seq.] prohibits the promotion of obscene materials. In addition, there are other sections of the State Statutes dealing with promotion of obscene materials to minors.

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: If government flags or banners are not allowed on Public Service/Xcel poles under the Xcel franchise, may the BID or the City erect flag poles under the new sign code?

Flag poles are considered structures and require permits under the Building Code and Right-of-Ways. In general, the restrictions concern safety and height. The City may erect flag poles on public Right-of-Way or other City property, subject to City policies and safety. (The City's policy is to comply with our own Code.) Should an entity other than the City wish to install flag poles in the Public Right-of-Way, it must have an encroachment agreement as well as a permit as required in the Englewood Municipal Code.

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Do Nonconforming signs require a variance to do maintenance? i.e. the Army-Navy store sign with lights which have not been working but when repaired would be working as flashing or blinking lights which are prohibited.

Nonconforming signs are regulated by 16-9-5 EMC. It provides for nonconforming status for signs “lawfully erected and maintained” prior to the sign code except for those signs which are “prohibited, hazardous or abandoned”.

In the example, signs with lights that flash or blink are prohibited under the current and proposed ordinance.

See also nonconforming signs 16-9-5 EMC proposed in C.B. 39 by the Planning and Zoning Commission which is attached.

Community Development comments:

The amendments contain no provisions to grandfather any existing sign. If any existing signs are non-conforming, they are likely nonconforming due to size, setback or height. Size and height limitations are being increased and the setback requirements remain the same. It is not likely the new sign regulations will create any non-conforming signs beyond what currently exists.

The current Code requires nonconforming signs to come into compliance whenever there is a:

- Change in property ownership,
- Change in the lessee or ownership of the business,
- Request made for a permit to change the sign, or
- Request for a permit to make improvements to the facade of the building on which the nonconforming sign is located.

The proposed amendments eliminate these onerous requirements. The only remaining requirement is that if a nonconforming sign is damaged by more than 50% of its value, it must be brought into conformance, which is typical of most sign codes. However, the proposed amendments include provisions for allowing a damaged nonconforming sign to be re-established if the owner receives Landmark Sign status approval by the Planning and Zoning Commission

In the example of the Army Surplus store, to restore the sign to its original condition, the prohibition on flashing or blinking signs, which has been in place since 1982, would need to be removed from the ordinance, and would then apply to all signs.

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Murals – narrowing the definition of what constitutes a “commercial message” in a mural.

+Community Development comments:

The proposed amendments allow “works of art” without permit or any size limitation, provided they in no way identify or advertise a product, service or business. This language was modeled after several other cities’ regulations on murals. Approximately two-thirds of the cities specifically ban any display of a commercial message or identification of a product within a mural. If a commercial message is contained within a mural, it is considered a sign and is regulated as such. Commercial speech (message) can be defined as advertising goods or services for economic gain.

Alternative 1 - Keep as recommended by P&Z in C.B. 39 which currently reads:

16-6-13(B). Incidental Signs allowed without a Sign Permit.

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.

16-11-2: Definition of Words, Terms, and Phrases.

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.

Alternative 2 - Should Council wish to narrow what constitutes “Commercial Message” to a name and logo only, this keeps the requirements for size, etc., but changes the definition, it can be done with a Motion to amend the Planning & Zoning changes to read:

16-6-13(B): *Incidental Signs Allowed Without Sign Permit.*

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 **contains the a name or logo of any 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.

16-11-2: Definitions of Words and Phrases.

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~~ contain the name or logo of any business. 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.

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Accessory Signs/Portable Signs on the Public Sidewalk/Size Restrictions.

Note: For signs or 3-D on pedestals on the public sidewalk which are not “portable” an encroachment agreement would be the appropriate method of allowing those, to be placed or remain on the public sidewalk, i.e. awnings, barber poles, concrete dragons, etc.

Community Development comments:

Under the amendments, the maximum size is 2.5 feet wide by 3 feet high (7.5 square feet). This maximum size uses the same dimensions adopted in 2009 for Denver’s sandwich board regulations. The height limitation of 3 feet is based on several considerations:

- a. A person in a wheelchair could see over such a 3 foot sign, but not a 4foot sign;
- b. A person could not easily “hide” behind a larger sign creating a safety issue for pedestrians;
- c. Taller signs would block a motorist’s view of storefronts;
- d. The 3 foot limitation corresponds to other sight triangle limitation used throughout the EMC for signs and other obstructions in the public right-of-way. The dimensions were reviewed and endorsed by the Public Works Department as providing a reasonable and safe size for objects in the public right-of-way.
- e. The size of freestanding signs allowed on the public sidewalks in other Front Range cities ranges from 6 to 8 square feet.
- f. The proposed 7.5 square feet maximum size is approaches the upper limit of that range.

Alternative 1 – Keep the language in C.B. 39 as recommended by P and Z which currently reads:

16-6-13: Signs.

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 or designee shall be permitted.

(5) Portable Signs on the Public Sidewalk Requirements. 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.

NOTE: In this case a larger sign would need a variance.

Alternative 2 – Motion to amend 16-6-13(D)(2)(f)(5)(c) to change the maximum height to _____ feet (___').

Alternative 3 - Motion to amend 16-6-13(D)(2)(f)(5)(c) – to change the heights to _____. And to amend 16-6-13(D)(f)(5)(d) to change the width to _____.

Related Issues:

- 1. Regarding the issue of grandfathering in those installed during the moratorium all Portable Signs on Public Sidewalks put in place at the owner's risk during the recent moratorium may be permitted subject to the conditions listed in 16-6-13(D)(2)(f).**

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Pennants, Streamers, fringe, balloons and similar objects.

Community Development comments:

Objectives of staff and P&Z in re-writing the Code were to make it easy to use and administer, provide businesses more opportunities for creative signage, and project a clean and vital business community image. These types of signs tend to be neglected, deteriorate and essentially become litter over time. They add to the visual clutter along any street. Most Front Range communities surveyed during the drafting of the proposed amendments prohibit them; although a few allow them under a special permit or for a specific time period. Requiring permits for these types of signs requires action by a business and monitoring by staff. Limiting use of these devices to a prescribed time period requires monitoring by staff. The Planning and Zoning Commission discussed this issue and reasoned that protecting citizens from visual clutter was important and other amendments proposed afford businesses considerable flexibility in meeting their advertising needs. Those other amendments include the increase in principle sign size and height, the exclusion of window signs not exceeding 25% of window area from permitted sign area, the allowance for two accessory signs without permit and without any time limit, and the use of human signs.

Allowing these types of advertising devices could be addressed with one of the following options:

- a. Allow as an incidental sign (café table umbrellas, holiday decorations): No permit, no time limitations, and no limitations on number.
- b. Allow as an accessory sign (banners, inflatables, A-frames): No permit. This approach creates an administrative conundrum of needing to be determined how much string or many fringes or streamers constitute an accessory sign since this sign category allows only two accessory signs per business.

Alternative 1 – Current prohibition recommended by P&Z.

16-6-13(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:

<u>Table 16-6-13.10: Accessory Sign Measurement</u>		
<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:

Alternative 2 – 16-6-13(G) “Motion to delete 16-6-13(G)(1)(b) with the remaining sections renumbered and amending the Chart to

correspond.” This will allow strings of pennants, streamers, fringe and similar devices, balloons and balloon bouquets to be counted as on-site accessory signs. The only restrictions would be regarding Right-of-Way and would require an amendment to the Chart under Subsection h, to include strings of pennants, streamers, fringe and similar devices, balloons and balloon bouquets under the “Banners, Wind-Driven, Portable” for sign type.

16-6-13(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:

Alternative 3 – “Motion to make a modification to include strings of pennants; streamers; fringe and similar devices; balloons and balloon bouquets as signs associated with special events or temporary uses under 16-6-13(G)(i).” Such items could only be used types of. A permit is required for the special event and it would allow the objects to remain for 30 days per calendar year. [See 16-5-5(A), (B), (C), (D- 1 through 17) - Temporary Use Permits]. See attached copy of that section.

16-6-13(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 except in conjunction with a special events permit under 16-5-5 EMC.

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:

This Page is not part of the Sign Code it is included for clarification of Alternative # for Pennants.

16-5-5: - Temporary Uses and Structures.

- A. Purpose. This Section allows for the establishment of certain temporary uses of limited duration, provided that such uses are discontinued upon the expiration of a set time period.
- B. Temporary Use Permits. All uses and structures identified as temporary uses in Table 16-5-1.1, "Table of Allowed Uses" shall be required to obtain a Temporary Use Permit pursuant to the procedures set forth in Section 16-2-14 EMC. Temporary Use Permits shall not apply to residential garage/yard sales
- C. Summary Table of Allowed Temporary Uses or Structures. Table 16-5-5.1 summarizes the temporary uses and structures that are allowed within the City and any general use or specific regulations that apply. Temporary uses or structures not listed in Table 16-5-5.1 are not allowed under this Title.

TABLE 16-5-5.1: SUMMARY OF ALLOWED TEMPORARY USES AND STRUCTURES				
Temporary Use or Structure	Temporary Use Permit Required (See Section 16-2-14)	General Regulations Apply (See Section 16-5-5.D)	Maximum Allowable Time Frame	Specific Regulations
Car wash (e.g., fundraiser)	Yes	Yes	3 days	
Expansion or replacement of existing facilities	Yes	Yes	12 months	Section 16-5-5.E.1
Farmers market	Yes	Yes	Per Section 16-5-5.E.2	Section 16-5-5.E.2
Food vendor carts	Yes	Yes, as applicable	90 days	Section 16-5-5.E.8
Mobile storage/containers	Yes	Yes	Per Section 16-5-5.E.3	Section 16-5-5.E.3
Real estate sales or leasing office or model home	Yes	Yes	12 months	Section 16-5-5.E.4
Outdoor sales (e.g., tent or parking lot sales, Christmas tree lot, plant/garden, hail/windshield repair, sales from retail vendor carts, or similar uses)	Yes	Yes	30 days	Section 16-5-5.E.5
Special event (e.g., carnival/circus, fair, bazaar)	Yes	Yes	30 days per calendar year	Section 16-5-5.E.6
Temporary wireless facilities	Yes	Yes	6 months	Section 16-5-5.E.7
Tent, canopy	Yes	Yes	30 days	
Temporary use not falling into above categories and occurring wholly within an enclosed building	Yes	Yes	Based on City Manager or designee review	Based on City Manager or designee review — See Section 16-5-1.B for procedures

- D. General Requirements for All Temporary Uses and Structures. All temporary uses and structures shall meet the following general requirements:
1. A Zoning Site Plan containing sufficient information to show compliance with standards and requirements of this Section shall be submitted to and approved by the City prior to installation of the temporary use or structure.
 2. No more than two (2) Temporary Use Permits shall be issued for the same site or address within a twelve-month period.
 3. The temporary use shall not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare.
 4. The temporary use shall not have substantial adverse or noise impacts on nearby residential neighborhoods.
 5. Permanent alterations to the site are prohibited.
 6. All signs associated with the temporary use shall comply with sign regulations of this Title and shall be removed when the Temporary Use Permit expires.
 - ~~7. No banners, balloons, or inflatable devices shall be permitted.~~
 8. The temporary use shall not violate any applicable conditions of approval that apply to the principal use on the site.
 9. If the property is undeveloped, it contains sufficient land area to allow the temporary use to occur, as well as any parking and traffic movement that may be associated with the temporary use, without disturbing sensitive or protected resources, including required buffers.
 10. If the property is developed, it contains an area that is not actively used that would support the proposed temporary use without encroaching or creating a negative impact on existing buffers, open space, landscaping, traffic movements, or parking space availability.
 11. Tents, canopies, and other temporary structures will be located so as to not interfere with the normal operations of any permanent use located on the property.
 12. The use shall not negatively affect the availability of parking and shall demonstrate adequate parking to accommodate the proposed temporary use for the duration of the permit.
 13. All permits required by applicable building, electrical, fire, plumbing, and mechanical codes shall be obtained from the City prior to operation of the temporary use.
 14. All applicable licenses required for the operation of the temporary use shall be obtained from the City prior to operation of the temporary use.
 15. Temporary uses or structures shall not be located within existing vegetated buffers, designated setbacks, required parking areas, public rights-of-way, designated easements, or any areas that interfere with sight triangle, unless allowed by Section 16-5-5.E EMC, for the particular temporary use or structure.

16. In approving or extending a Temporary Use Permit, the City Manager or designee may impose other requirements as deemed necessary to avoid adverse impacts that the temporary use may have on adjacent properties or the community as a whole.
17. The duration period for a temporary use shall include set-up, clean-up, dismantling, and removal of the temporary use.

Alternative 4- Make balloons etc. Accessory signs with a time limit

Alternative 5 -Make them incidental signs which are allowed without a permit . Motion to add Pennants, Streamers, fringe, balloons and similar objects to 16-6-13 (B). This would have no time or size limit. They could also be added as an accessory sign with no time limit but they could be limited by size. i.e. Motion to add Pennants, Streamers, fringe, balloons and similar objects to 16-6-13 (B). > However, strings of pennants and fringe etc. shall be limited to twice the length of the primary street frontage and Balloons shall be limited to a diameter of three feet (3').

Table 16-6-13(D) - Table of Allowed On-Site Accessory Signs and Advertising Devices

On-Site Accessory Signs and Advertising Devices	Types	Zone Districts in which Allowed	Allowed Uses	Maximum Number	Maximum Total Area (in sq ft)	Maximum Height (in feet)	Additional Regulations
Banners (with or without message)	Wall	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	Non-residential uses only	1	15	15	<ul style="list-style-type: none"> Accessory wall banners prohibited for single and multi-unit residential uses up to 5 units Wall banner shall be affixed to building facade only and shall not extend beyond facade Multi-tenant properties: See Notes to Table ⁴
		All other zones	All single uses	2	30	30	
Wind-Driven (with or without message)	Pole (ground mounted including non-exempt flags, pennants, sail, tear drop or feather banners, wigglers, and similar devices)	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	Non-residential uses only	1	15	15	<ul style="list-style-type: none"> 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) Residential zone minimum setback: 10' Multi-tenant properties: See Notes to Table ⁴
		All other zones	All single uses	2	30	25	
	Staff (mounted on building)	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	Non-residential uses only	1	15	15	
Portable	A-frame, sandwich board, pedestal	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	Non-residential uses only	1	15	6	<ul style="list-style-type: none"> Residential zone minimum setback: 10' Multi-tenant properties: See Notes to Table ⁴ Regulation of signs in the public Right-of-Way: See Notes to Table ⁵
		All other zones	All single uses	2 ³	30	25	
		<i>Pennants, fringe, balloons</i>			2	30	
Inflatables	Cold air or gas-filled objects, Tubes, tube dancers, tornado tubes, or similar devices	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	Non-residential uses only	1	15	15	<ul style="list-style-type: none"> Residential zone minimum setback: 10' Multi-tenant properties: See Notes to Table ⁴
		All other zones	All single uses	2	30	25	
3-D Objects	All objects not classed as inflatables	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	Non-residential uses only	1	15	6	<ul style="list-style-type: none"> Residential zone minimum setback: 10' Multi-tenant properties: See Notes to Table ⁴
		All other zones	All single uses	2 ³	30	25	
Human	Hand-held, mounted, costume	R-1-A, R-1-B, R-1-C, R-2-A, R-2-B	All uses	=	=	=	<ul style="list-style-type: none"> See Section 16-6-13(G)(3) EMC - (Human Signs) Multi-tenant properties: See Notes to Table ⁴
		All other zones	All uses	1	10	=	

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).

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Keeping a time limit for Election signs while exempting ideological signs.

Community Development comments:

Political and ideological signs support or express an ideal or a belief and are considered noncommercial speech. The U.S. Supreme Court has ruled that noncommercial speech cannot be more stringently regulated than commercial speech. Several sources consulted during the preparation of the amendments recommended against including any time limits on the display of political signs as unconstitutional because they limit free speech. Courts have repeatedly struck down regulations on political signs when those signs are treated differently from other temporary or incidental signs. No other incidental signs identified in the Sign Code have time limit restrictions. Placing such restrictions on political signs would treat them differently and likely lead to possible legal consequences, including overturning the Sign Code.

Ideological signs are defined in the amendments as:

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.

Alternative 1 – Keep C.B. 39 as recommended by P&Z which currently reads:

16-6-13(B): Incidental Signs Allowed Without Sign Permit

- ~~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.

Alternative 2 – A Motion to amend the Planning & Zoning recommended changes to read: to return this section to its current requirements for restrictions on election signs while exempting ideological signs from any time limits.

16-6-13(B): Incidental Signs Allowed Without Sign Permit

6. Election 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- and are limited to wall, window, and ground signs.
7. 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- and are limited to wall, window and ground signs.

(While renumbering Subsections 7-22 to accommodate this change.

NOTE: No change would be required to the definitions.”
Change would be required in the list of Incidental Signs.

ALTERNATIVE 3 - Should Council wish to return this section to its current language it can be done with a Motion to amend the Planning & Zoning recommended changes to keep the current language in the Sign Code regarding Election and Ideological signs.

MEMORANDUM

TO: Mayor Penn
City Council Members

FROM: Alan White, Director of Community Development
Nancy Reid, Assistant City Attorney

REGARDING: Sign Code Issues

ISSUE: Should there be a time limit on Holiday decorations.

Community Development comments: discussion:

Under the proposed amendments holiday decorations are included as incidental signs. For consistency all signs in this category are treated the same with regard to permit requirement and time limitations.

Alternative 1 – Keep C.B. 39 as recommended by P&Z to allow Holiday decorations, as defined, to be “Incidental Signs allowed without Sign Permit” 16-6-13 EMC which contains no time limit:

16-6-13: Signs

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.
42. 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).
49. 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.

Alternative 2 – “Motion to allow Holiday Decorations as recommended but imposing a time limit for those in MU-B-1, MU-B-2, M-1, M-2, TSA, I-1, I-2 consistent with the current Code language.”

16-6-13: Signs:

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.

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42. 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.
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- 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).
49. Holiday Decorations. Signs in the nature of decorations, clearly incidental and commonly associated with any national, local or religious holiday; provided that such

signs in MU-B-1, MU-B-2, M-1, M-2, TSA, and I-1, I-2 shall be only 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.

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.

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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.~~
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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.

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. ~~b. 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. ~~e. 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 ~~s~~Sign ~~p~~Permit has been issued by the City, it shall be unlawful to change, modify, alter or otherwise deviate from the terms or conditions of said ~~p~~Permit 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 ~~s~~Sign ~~p~~Permit 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.

~~12. 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).
49. 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.

- §14. 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. ~~Are~~ 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~~ 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>Table 16-6-13.1 Sale, Lease, Rent Sign Standards</u>			
<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,</u>	<u>Residential</u>	<u>1</u>	<u>6</u>
<u>R-2-B, MU-R-3-A,</u> <u>MU-R-3-B, MU-R-3-C</u>	<u>Non-residential</u>	<u>1</u>	<u>6</u>
<u>MU-B-1, MU-B-2, M-1,</u>	<u>Residential</u>	<u>1</u>	<u>6</u>
<u>M-2, TSA, I-1, I-2</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.~~
- ~~11~~17. Scoreboards. Scoreboards located on athletic fields.
- ~~10~~18. 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.~~
- ~~13~~19. 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.
- ~~14~~21. 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, "Nonconforming Signs."~~

1. ~~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.

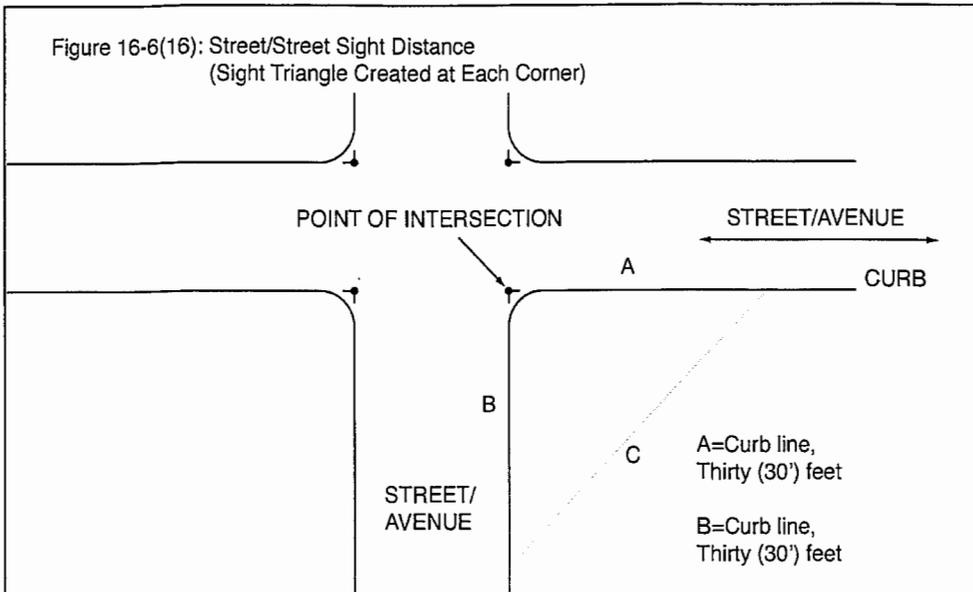
3. Signs Prohibited in the Public Right-of-Way. Signs Requiring a City License or Agreement under 16-6-13(D)(2) EMC when there is no existing permit, license and agreement and all signs not allowed by Subsections 16-6-13(D)(1) EMC - (Signs Not Requiring a Sign Permit) shall be prohibited in the public 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:

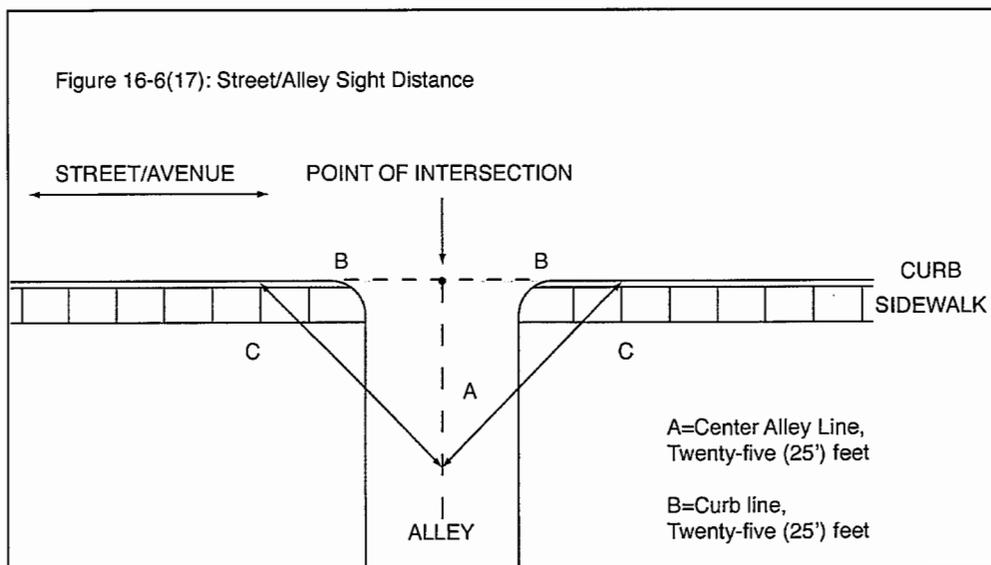
E. Sign Specifications.

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 these 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/m^2), 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).
- (1) 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.

L 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</u> <u>(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.~~

- ~~e. 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.I.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.~~

c. ~~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 (½) 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
401 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
401 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>
<u>Principal Building Signs</u>	<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</u> (Blade, Armature)	<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:</u> <u>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> <u>Residential Zones: Maximum 15'</u> <u>All Other Zones: Maximum 25'</u> <u>Minimum Setback:</u> <u>Residential Zones: 10'</u> <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> <u>1 or 2 faces: 1</u> <u>3 or more faces: 2 largest faces</u> <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> <u>Residential Zones: Maximum 15'</u> <u>All Other Zones: Maximum 25'</u> <u>Minimum Setback:</u> <u>Residential Zones: 10'</u> <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> <u>1 or 2 faces: 1</u> <u>3 or more faces: 2 largest faces</u> <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>P¹, 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</u> <u>MU-B-2</u> <u>I-1</u> <u>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, twirl, 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, twirl, 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 Sign</u> ¹	<u>Allowed Number</u>	<u>Allowed Area</u> ² <u>(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"> Only those signs allowed under 16-6-13(B) EMC – (<i>Incidental Signs Allowed Without Sign Permit</i>) Non-illuminated, no animation
	<u>Home Occupations</u>	<u>Wall</u>	<u>1</u>	<u>1</u>	<ul style="list-style-type: none"> Non-illuminated, no animation
<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> <u>< 100': 1.5sf/foot</u> <u>> 100': 1.0sf/foot</u>	<ul style="list-style-type: none"> See Tables 16-6-13.3A and 3B EMC (<i>Permitted Principal Signs</i>) See 16-6-13(E)(2)(c) EMC (<i>Sign Illumination Standards</i>) and 16-6-13(F)(6) EMC (<i>EMD Signs</i>) Monument and Pole: School, religious, and gov't buildings only <u>Maximum height: 15'</u> <u>Minimum Setback: 10'</u>
<u>R-1-C</u>		<u>Wall</u> <u>Window</u> <u>Pole</u> <u>Monument</u>			
<u>R-2-A</u>	<u>All other uses</u> ³	<u>Awning</u>	<u>2</u>	<u>20</u>	<ul style="list-style-type: none"> <u>Illumination prohibited between 11:00 PM and 7:00 AM</u>⁴ <u>No single sign face shall exceed 125 square feet.</u>
<u>R-2-B</u>		<u>Canopy</u> <u>Marquee</u> <u>Projecting</u> <u>Suspended</u> <u>Wall</u> <u>Window</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

<u>Zone District</u>	<u>Use</u>	<u>Permitted Principal Signs</u>	<u>Allowed Number</u> ¹	<u>Allowed Area (in square feet)</u>	<u>Additional Regulations</u>	
<u>MU-R-3-A</u>	<u>Single-unit residential, Multi-unit residential (2-4 units)</u>				<ul style="list-style-type: none"> Only those signs allowed under 16-6-13(B) EMC – (<u>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"> See 16-6-13(E)(2)(c) EMC – (<u>Sign Illumination Standards</u>) 16-6-13(F)(6) EMC (<u>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>MU-R-3-B</u>	<u>Public/Institutional Hospitals Clinics 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"> See Tables 16-6-13.3A and 3B EMC (<u>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</u>³ See 16-6-13(E)(2)(c) EMC (<u>Sign Illumination Standards</u>) and 16-6-13(F)(6) EMC (<u>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</u> ²	<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>MU-R-3-C</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

<u>Zone District</u>	<u>Use</u>	<u>Permitted Principal Sign</u>	<u>Allowed Number</u> ¹	<u>Allowed Area (in square feet)</u> ¹	<u>Additional Regulations</u>
<u>M-1</u> <u>M-2</u>	<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>MO-2</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</u> ²	<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>
<u>TSA</u>	<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:

<u>Table 16-6-13.10: Accessory Sign Measurement</u>		
<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.

i. 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 <u>(in sf)</u>	<u>Maximum Height (in feet)</u>	<u>Additional Regulations</u>
<u>Banners (with or without message)</u>	<u>Wall</u>	<u>R-1-A, R-1-B, R-1-C,</u> <u>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 façade only and shall not extend beyond façade</u> ▪ <u>Multi-tenant properties: See Notes to Table</u>⁴
		<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,</u> <u>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 Table</u>⁴
		<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,</u> <u>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,</u> <u>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 Table</u>⁴ ▪ <u>Regulation of signs in the public Right-of-Way: See Notes to Table</u>⁵
		<u>All other zones</u>	<u>All single uses</u>	<u>2</u> ³	<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,</u> <u>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 Table</u>⁴
		<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,</u> <u>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 Table</u>⁴
		<u>All other zones</u>	<u>All single uses</u>	<u>2</u> ³	<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,</u> <u>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 Table</u>⁴
		<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 signs. 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.~~
 - e. ~~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.

4.8. 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 predominatly 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 Tthe 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 extendeded from the ground or an object on the ground, but not attached to any part of the a 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, on the 2nd day of July, 2012 and continued to August 6, 2012.

Introduced, read in full, and passed on first reading on the 6th day of August, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of August, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of August, 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 6th day of August, 2012.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: August 6, 2012	Agenda Item: 11 a ii	Subject: Intergovernmental Agreement
Initiated By: Police Department		Staff Source: John Collins, Chief of Police

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Council Bill #6 earlier in 2012 authorizing this agreement.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Chief of Police to sign a contract with the State of Colorado that will authorize the City of Englewood to act as the Fiscal Agent on behalf of the Peace Officer Standards and Training Board Greater Metro Region Training Committee.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Peace Officer Standards and Training Board ("P.O.S.T") of the Office of the Colorado Attorney General has the primary mission to establish and maintain the standards for peace officer training and certification that are relevant, realistic and responsive to an ever-changing world. The purpose of this Grant is for the Grantee to assist the State in fulfilling its responsibility of providing professional quality training programs to Colorado peace officers who risk their lives every day in the normal course of their duties; quality training is crucial for peace officers who are expected to make quick and difficult health and safety decisions that are in the best interests of the citizens of Colorado and to the officer; and, therefore, the reimplemention of state funding for peace officer training programs enable the P.O.S.T. board to provide substantial training for peace officers who serve the citizens of Colorado.

Each year, various regions within the State submit applications for the grant that has been established. The Greater Metro Region, of which the Englewood Police Department is a voting member, provides low-cost and free training to the members of the Greater Metro Region as well as scholarships to those agencies that could not otherwise afford the training. One of the requirements for each region is that a Fiscal Agent be established so that disbursement of training dollars is issued to vendors or local law enforcement agencies. The Greater Metro Region has asked the City of Englewood's Finance and Administrative Services Department to act as their Fiscal Agent.

FINANCIAL IMPACT

The Fiscal Agent will be responsible for distributing checks, estimated to be about fifty checks per year. In turn the POST Board has authorized that the City of Englewood receive a 5% Administrative fee for acting as the Fiscal Agent.

LIST OF ATTACHMENTS

Bill for an Ordinance
State Contract

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 45
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE OF COLORADO AND AUTHORIZING THE CITY OF ENGLEWOOD, AS THE FISCAL AGENT FOR THE PEACE OFFICER STANDARDS AND TRAINING BOARD GREATER METRO REGION TRAINING COMMITTEE, TO ACCEPT FUTURE GRANTS.

WHEREAS, the Peace Officer Standards and Training Board (POST) of the Office of the Colorado Attorney General has the primary mission to establish and maintain the standards for peace officer training and certification that are relevant, realistic and responsive to an ever-changing world; and

WHEREAS, this Grant is for the City to assist the State in fulfilling its responsibility of providing professional quality training programs to Colorado peace officers who risk their lives every day in the normal course of their duties and are expected to make quick and difficult health and safety decisions that are in the best interests of the citizens of Colorado; and

WHEREAS, the Greater Metro Region, of which the Englewood Police Department is a voting member, provides low-cost and free training to the members of the Greater Metro Region as well as scholarships to those agencies that could not otherwise afford the training; and

WHEREAS, one of the requirements for each region is that a Fiscal Agent be established so that disbursement of training dollars can be issued to vendors or local law enforcement agencies;

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 the acceptance of the grant from the State of Colorado to act as the Fiscal Agent on behalf of the Peace Officer Standards and Training Board (POST) Greater Metro Region Training Committee for the 2012 fiscal year ending June 30, 2013, attached hereto as Exhibit 1.

Section 2. The Chief of Police is hereby authorized to sign the POST Grant for the Greater Metro Regional Training Committee.

Section 3 The Chief of Police is also authorized to accept and sign the POST Grant for three additional years ending June 30, 2014, June 30, 2015 and June 30, 2016.

Introduced, read in full, and passed on first reading on the 6th day of August, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of August, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of August, 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 6th day of August, 2012.

Loucrishia A. Ellis

**STATE OF COLORADO
DEPARTMENT OF LAW
Grant Agreement
with
GREATER METRO TRAINING REGION**

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1. PARTIES

This Grant Agreement (hereinafter called "Grant") is entered into by and between **City of Englewood** on behalf of **Greater Metro Training Region** (hereinafter called "Grantee"), located at 1000 Englewood Parkway, Englewood, CO 80110, and the STATE OF COLORADO acting by and through the Colorado Peace Officer Standards and Training Board a division of the **Department of Law** (hereinafter called the "State" or "DOL" or "POST"), located at 1525 Sherman Street, Denver, CO 80203.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to any costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after the termination of this Grant.

3. RECITALS

A. Authority, Appropriation, and Approval

Whereas, authority to enter into this Grant exists under Colorado statutory authority C.R.S. § 24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment; and

Whereas, the required approvals, clearance and coordination have been accomplished from and with the appropriate agencies; and

Whereas, the Peace Officer Standards and Training Board of the Office of the Attorney General (hereinafter referred to as "POST") is required by statute to provide professional law enforcement training to peace officers throughout the state of Colorado; and

Whereas, peace officers are required to make quick and difficult decisions throughout the normal course of their duty which affect the welfare and safety of others and to that of the officer. Professional law enforcement training will provide the peace officer with the knowledge, expertise and experience to perform their job more effectively and to the best of their ability; and

Whereas, the State requires the services of the Grantee to assist POST with fulfilling its statutory obligation of ensuring Colorado peace officers receive the necessary law enforcement training to enable them to effectively protect and serve the citizens of Colorado; and

Whereas, the Grantee possesses the requisite professional law enforcement experience, expertise, and special knowledge of organizational law enforcement training in Colorado and has indicated its willingness and ability to assist the State; and

Whereas, the Attorney General and/or his delegate has approved the use of the Grantee's services.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is to engage the services of the Grantee to assist POST with its statutory responsibility of providing quality law enforcement training and safety courses to Colorado peace officers.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6.

B. Grant

"Grant" means this Grant, its terms and conditions, Grant Application, any documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Grant Application

"Grant Application" means the application Grantee submitted to POST electronically via the online Grant Management System, which contains a detailed list of Grantee's obligations to be performed during the term of this Grant. The application includes a list of scheduled training courses, equipment purchases, scholarships and other required obligations Grantee has agreed to perform during current Grant term.

D. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

E. Grant Management System

"Grant Management System" means the online grant system utilized by both POST and the Grantee to track the overall Grant process, including electronically submitting and receiving POST reimbursement requests and other required POST documents.

F. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

G. POST

“POST” means the Peace Officer Standings and Training Board of the Office of the Colorado Attorney General.

H. Program

“Program” means the Colorado Peace Officer Training Project which provides the funding for this Grant.

I. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6.

J. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

K. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

L. Training

“Training” means the peace officer training that has been approved by POST as necessary and appropriate in the furtherance of the statutory mission of enhancing both public and officer safety.

M. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant.

N. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or July 1, 2012. This Grant shall terminate on **June 30, 2013** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Grantee shall complete the Work and its other obligations described in this Grant by the termination date specified above in §5(A). Grantee is required to comply with POST guidelines and policies throughout the term of the Grant.

B. Grant Application

Grantee has submitted a Grant Application (“Application”) to POST via the online Grant Management System (“GMS”) detailing the obligations to be performed by Grantee throughout the term of the Grant. The Application includes, but not limited to, a variety of categories including scheduled training courses, equipment purchases, scholarships, and other POST required obligations (“Work”). Grantee agrees to complete the Work identified in the Application by the Grant termination date specified above in §5(A).

i. Transfer of Grant Funds

POST does not allow the transfer of Grant funds between the various Work categories or training courses identified in the Application. POST has approved the Grant award based upon the Work identified in the Application. Grant funds have been specifically allocated to meet the financial

requirements of each task and obligation identified in the Application. Grant funds shall only be used to perform the assigned task specifically identified in the Application. Grant funds shall not be transferred to another task or obligation identified elsewhere within the Application or utilized in any other manner without **prior** approval from POST.

ii. Scholarship Funds

Scholarship funds are only designated for scholarship use and shall not be permitted to be transferred to other training programs. Scholarship funds shall not be used in any other manner than those approved by POST. If a specific scholarship award, task or obligation listed in the Application cannot be performed, Grantee must notify POST immediately to provide further details of the circumstances involved.

iii. Modification to Grant Application

If a modification is required to amend the Work identified in the Application, Grantee shall submit to POST a written modification request detailing the necessary changes. POST will review the modification request and notify the Grantee if their request has been approved or denied. Grantee shall not perform any services or purchase any goods without the **prior** approval from POST. Services rendered and/or goods purchased without prior POST approval shall not be authorized for financial reimbursement through this Grant.

C. Reports

In addition to the Work identified above in §6(A), Grantee shall deliver to POST the following required reports:

i. Curriculum Development Report

If a new curriculum is to be provided, Grantee shall submit a Curriculum Development Report ("Curriculum Report") to POST for approval, describing in detail the curriculum to be developed. The Curriculum Report must include a detailed timeline outlining the intended progress of the development and drafts of prescribed deliverables.

ii. Semi-Annual Progress Reports – Grantee shall submit to POST a semi-annual progress report ("Semi-Annual Report"), detailing the progress and accomplishments associated with the Grant requirements, as defined in this §6. The report shall include a detailed listing of all expenditures associated with and paid for with funds from this Grant.

- Semi-Annual Report is due to POST by **January 31, 2013**.

iii. Final Progress Report – Grantee shall submit to POST a final progress report ("Final Report"), which shall contain a comprehensive statistical analysis of the overall accomplishments associated with the Grant requirements, as defined in this §6. The final report shall include a detailed listing of all expenditures associated with and paid for with funds from this Grant.

- Final Report due to POST by **July 31, 2013**.

D. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

E. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$233,853.90**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance as set forth in this Grant. This total Grant amount includes \$222,161.20 for program delivery and \$11,692.70 for administrative expenses, as defined below.

Administrative Expenses: After execution of the Grant and upon Grantee's request via the GMS, POST will issue to Grantee a one-time, non-refundable, advance payment of 5% of the total Grant award to pay for any administrative expenses associated with the implementation of this Grant. For further clarification of POST approved administrative expenses reference the list below.

- Compliance and Administrative Accounting of Grant
- Grant Reporting
- Check Writing
- Tax Compliance Reporting
- Copying and Dissemination of Reports
- Non-Training Related Functions
- Financial Report Preparation for Fiscal Agent
- Grant Insurance Policy Purchase

B. Payment

i. Advance, Interim and Final Payments

Any advance, interim or final payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall submit all reimbursement requests to POST electronically via the GMS.

Fiscal Year End Reimbursement Deadline: All reimbursement requests for work performed through June 30th must be submitted to POST by **July 5, 2013**.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs approved by POST as identified herein.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOL.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future

performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Upon request by the State, Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee’s liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker’s Compensation

Worker’s Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Michael Dougherty, Deputy AG
Colorado Department of Law
1525 Sherman Street
Denver, CO 80203

B. Grantee:

Kevin Engels, Account Manager
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the DOL, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification - General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant 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., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide

proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee 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 Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

[Remainder of page left intentionally blank.]

22. SIGNATURE PAGE

Grant Encumbrance No. SC LAA C1300006

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE CITY OF ENGLEWOOD <i>on behalf of</i> GREATER METRO TRAINING REGION</p> <p>Name: <u>John Collins</u></p> <p>Title: _____</p> <p>By: _____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">John W. Hickenlooper, Governor <i>by and through</i> DEPARTMENT OF LAW</p> <p>By: _____ John W. Suthers, Attorney General, or delegate Cynthia H. Coffman, Chief Deputy Attorney General</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Florine Nath, Controller
Colorado Department of Law

Date: _____

COUNCIL COMMUNICATION

Date: August 6, 2012	Agenda Item: 11 a iii	Subject: Shared Services Feasibility Study
Initiated By: Fire Department		Staff Source: Michael Pattarozzi, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A progressive City that provides responsive and cost effective services.
The City Council has not taken any action on this issue, but it was discussed during the July 2, 2012 Study Session.

RECOMMENDED ACTION

Staff recommends that Council approve an IGA with the City of Littleton for the commissioning of a Shared Services Feasibility Study between the Englewood Fire Department, and Littleton Fire Rescue. The study will be conducted by Emergency Services Consulting International (ESCI).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Englewood Fire Department and Littleton Fire Rescue have been working together and sharing resources and services for more than 30 years. We have a very successful working relationship. This study will evaluate both departments and determine the feasibility of additional shared services up to and including a possible merger. The attached proposed scope of work details the areas that will be evaluated, and the presentation of the recommendations.

FINANCIAL IMPACT

The cost of the study, which will be shared equally by the cities of Englewood and Littleton, will not exceed \$57,668. The Cities will be reimbursed the cost of the study by the Metro Fire Training Center.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 46
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITTLETON AUTHORIZING A CONTRACT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL FOR A COOPERATIVE SERVICES FEASIBILITY STUDY FOR THE FIRE DEPARTMENTS.

WHEREAS, the Englewood Fire Department and the Littleton Fire Rescue have been working together and sharing resources and services for more than 30 years; and

WHEREAS, this is a very successful working relationship; and

WHEREAS, the Cities would like to evaluate both departments and determine the feasibility of additional shared services up to and including a possible merger. The attached proposed scope of work details the areas that will be evaluated, and the presentation of the recommendations; and

WHEREAS, the cost of the study will be shared by the Cities from non-federal funds previously allocated to the Metro Fire Training Center;

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 approves an IGA to commission Emergency Services Consulting International to perform a "Shared Services Feasibility Study" in the amount of \$57,668. Attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 6th day of August, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of August, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of August, 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 6th day of August, 2012.

Loucrishia A. Ellis



Emergency Services Consulting International

www.esci.us ♦ info@esci.us ♦ 800.757.3724

EXHIBIT
A

PERSONAL SERVICES CONTRACT

This agreement made this ____ day of ____ 2012, by and between **Littleton Fire & Rescue and Englewood Fire Department (Clients)** and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called **ESCI**.

WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and **ESCI** hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct a **Cooperative Services Feasibility Study**.
2. **ESCI** will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to **ESCI** the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay **ESCI** a sum not to exceed **Fifty Seven Thousand Six Hundred and Sixty Eight Dollars (\$57,668)** including expenses. Clients shall share the cost of the project equally and shall pay **ESCI** according to the following schedule:
 - A. 10% payment due upon signing agreement
 - B. Monthly invoicing as work progresses, with an invoice submitted to each organization representing an equal amount of the percentage complete
 - C. Payment shall be made within 30 days of receipt of invoice
4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. The laws of **Colorado** shall govern this agreement.
6. **ESCI** shall comply with all federal, state, and local laws applicable to the work under this agreement.
7. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to **ESCI**. Payment for all work and expenses shall be due immediately upon termination by Client.
8. Amendment. This agreement may be amended by mutual written agreement of all parties.
9. Independent Contractor. **ESCI** is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. **ESCI** is not currently employed by Client and will not be under the direct control of Client. Because **ESCI** is an independent contractor, Client will not be liable for any tax withholding, social security payments,

state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.

10. Indemnification: *ESCI* agrees to indemnify, defend, and hold harmless Client and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI's* agents, employees, or representatives under this Agreement.
11. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
12. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

Littleton Fire & Rescue

By: _____ Title: _____ Date: _____
Signature

Englewood Fire Department

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Scope of Work – Cooperative Services Feasibility Study

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

ESCI will collaborate with the management teams of the subject organizations or their project liaisons to gain a comprehensive understanding of the communities' backgrounds, goals, and expectations for the project. ESCI's project manager will develop and refine a proposed work plan that will guide the project team. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each objective to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from each organization's assigned project manager. This data will be used extensively in the analysis and development of the report document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current emergency service studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning codes
- Financial data, including debt information, long-range financial plans and projections
- Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets for each community
- Facilities and apparatus inventories
- Local collective bargaining agreements, if applicable
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

Task 1-C: Stakeholder Input

The ESCI project team will conduct site visits in each community and department for the purpose of conducting interviews with, and gathering information from, key personnel including:

- Elected or appointed officials
- Fire department managers and other key staff

- Finance function managers
- Community planning staff
- Human resource function coordinators
- Medical Director for regional or community EMS, where applicable
- Employee and volunteer groups
- Others as they may contribute to this project

The project team will interview key stakeholders of any organization associated with this study. At a minimum, members of the project team will interview appropriate community officials, fire department officials, volunteer association leaders, labor organization representatives and others that the project team deems necessary.

From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues facing the agency. In addition, the project team will learn more about availability of data necessary to meet projected goals.

Phase II: Baseline Agency Evaluations

The initial phases of the study focus on a baseline assessment of the current organizational conditions of each agency and current service performance of the departments and the study area as a whole. ESCI will conduct an organizational review of these departments based on the elements included in the following tasks. The purpose of this evaluation is to assess the agencies' operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

Task 2-A: Organization Overview

An overview of each organization and community will be developed discussing:

- Service area population and demographics
- History, formation, and general description of the fire agencies
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy documents
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources

Task 2-B: Management Components

Each organization's basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives
- Internal assessment of critical issues
- Internal assessment of future challenges
- Internal and external communications processes
- Document control and security
- Reporting and recordkeeping
- Information technology systems

Task 2-C: Capital Assets and Capital Improvement Programs

ESCI will review status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of those assets and their viability for continued use in future service delivery, including:

Facilities – Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Construction
- Safety
- Environmental issues
- Code compliance
- Staff facilities
- Efficiency
- Future viability

Apparatus/Vehicles – Review and make observations regarding inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulations compliance
- Future needs

Equipment – Review and make observations regarding inventory of capital equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulations compliance
- Future needs

Task 2-D: Staffing and Personnel Management

ESCI will review each department's staffing levels. Areas to be considered include:

- Review and evaluate administration and support staffing levels
- Review and evaluate operational staffing levels
- Review staff allocation to various functions and divisions
- Review staff scheduling methodology
- Analyze current standard of coverage and staffing performance for incidents
- Review firefighter/EMS staff distribution
- Review utilization of career companies, where applicable
- Review responsibilities and activity levels of personnel

Personnel management systems of the departments will also be reviewed, focusing on:

- Human resources policies and handbooks
- Quality and status of job descriptions
- Personnel reports and recordkeeping
- Compensation systems
- Disciplinary process

- Counseling services
- Application and recruitment processes
- Testing, measuring, and promotion processes
- Member retention efforts and programs
- Health and wellness programs

Task 2-E: Service Delivery and Performance

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance of the departments, either individually or when operating in concert with one another in the study area (the collective jurisdiction of all organizations included in the study). Areas to be reviewed shall include, but not necessarily be limited to:

- Demand Study –
 - Analysis of current service demand by incident type and temporal variation for each individual organization
 - Analysis and geographic display of current service demand density within the overall study area
- Distribution Study –
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole, with all existing facilities included in the analysis.
- Concentration Study –
 - Analysis of geographic display of the response time necessary to achieve full effective response force arrival in the study area using existing distribution of all organizational resources
 - Analysis of company and staff distribution as related to effective response force assembly in the study area
- Reliability Study –
 - Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete)
 - Review of actual or estimated failure rates of individual companies (to the extent data is complete)
 - Analysis of call concurrency and impact on effective response force assembly
- Performance Summary –
 - Analysis of actual system response time performance, analyzed by individual companies (to the extent data is available). Performance analysis will be conducted for each jurisdiction individually and for the study area as a whole.
- Incident control and management methods
- Mutual and automatic aid systems

Task 2-F: Support Programs

ESCI will review and make overall observations involving support programs within each organization for the critical areas of training, life safety services, and communications. Items to be reviewed include:

Training

- General training competencies

- Training administration
- Training schedules
- Training facilities
- Training procedures, manuals, and protocols
- Training recordkeeping

Life Safety Services (Fire Prevention)

- Code enforcement activities
- New construction inspection and involvement
- General inspection program
- Fire and Life-Safety public education programs
- Fire investigation programs
- Pre-incident planning
- Statistical collection and analysis

Communications

- Alarm systems and communications infrastructure
- PSAP and Dispatch Center capabilities and methods
- Dispatch center staffing

Task 2-G: Emergency Medical Services Support and System Oversight

Evaluate the agencies' Emergency Medical Services support and oversight mechanisms to include, but not limited to, the following:

- Review of logistical support services
- Review of current medical control and oversight
- Review of quality assurance/quality improvement mechanisms in place
- Review of system integrity in regards to required credentialing

Task 2-H: HAZMAT Services Support and Response Capability

Evaluate the agencies' capabilities in regards to hazardous materials incident response to include, but not limited to, the following:

- Review of physical and personnel resources
- Review of training and educational compliance
- Review of historical staffing performance in regards to hazardous materials responses

Phase III: Future Opportunities for Cooperative Efforts

ESCI will use the completed baseline assessment of each agency to identify opportunities and feasibility for cooperative efforts. The project team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information provides department heads and elected officials with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task 3-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach and ending with complete consolidation of the agencies into a new emergency service provider. The following alternatives will be evaluated and discussed:

- Complete autonomy
- Advanced auto aid systems
- Functional consolidation
- Operational consolidation
- Legal unification or merger

Task 3-B: Options for Shared Services

The study takes into account the many shared issues that face each agency, and how such matters affect the effort to construct a regional model for efficient service. These issues are identified and analyzed. Within each presented option for shared services, ESCI will evaluate and discuss the following:

- Level of cooperation
- Estimated timeline for completion
- Affected section, i.e. Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy
- Summary of strategy
- Guidance
- Fiscal considerations
- Social considerations
- Policy actions

Task 3-C: Fiscal Analysis

ESCI uses computer-driven model budgets for each agency to allow a comparative examination of the actual public costs for each fire agency, and as a tool for analyzing the financial effects of any type of consolidation. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified and comprehensive financial outcomes are provided for each consolidation strategy offered.

- Review and analyze department budgets and revenues.
- Review separate budgets.
- Develop projected consolidated budget extending to a minimum of five years.
- Identify financial issues of consolidation.
- Identify areas of short and long-term savings and costs.

Fiscal analysis is an important component of the emergency services evaluation. Long-term survival of an emergency services system requires that the system be adequately funded. ESCI determines the fiscal state of each agency, and develops recommendations on improving the financial resources available for emergency services. All recommendations are consistent with the municipalities' financial capability to provide adequate, cost effective services to citizens. In addition, budgeting practices are thoroughly examined, and alternate methodologies may be suggested.

In addition to the fiscal state evaluation of each agency, ESCI will present an evaluation of various funding

alternatives to assist the region in the sharing of the cost of providing any consolidated or merged emergency services. Presented alternatives will include, but not necessarily be limited to, the following:

- Funding based on:
 - Redirected funds
 - Charitable foundations
 - Mill levy
- Cost allocation based on:
 - Area
 - Assessed value
 - Deployment
 - Service demand
 - Fixed rate
 - Population
 - Multiple variables

Task 3-D: Public Input Meetings

At the conclusion of Phases I, II and III, ESCI staff will facilitate two (2) community public input meetings intended to provide information and gather input from members of the general public, community organizations, and neighborhood associations. In order to assess public sentiment toward potential future system changes, discussions will center on the following issues:

- Customer perception of emergency services
- Desired level of service
- Support for a consolidated emergency services system
- General input

The project team will prepare survey instruments, questionnaires, and forms to be used during the community meeting. Professional graphics and a presentation of study objectives will be used to increase customers' understanding of their role in the process. The results of the assessment of current resources, projections of future demand and risk, and the fire service costs and existing funding sources will be summarized, presented and discussed in the public input meeting. Data and input gathered from the meeting will be summarized within the study, as well as during meetings with internal stakeholders. ESCI will provide facilitation staff for the public meeting, but will expect the client to assist with logistics, scheduling, meeting locations, and public advertising.

Task 3-E: Findings, Recommendations, and Plan of Implementation

Any cooperative venture among the agencies presents the organizational leaders with a series of challenges. Successful implementation of this proposal will require that significant matters be addressed regardless of which form of consolidation is chosen. Those issues will be identified here.

- Findings
 - Feasibility of each option will be presented
- Preferred Option
 - The preferred option or options will be presented and discussed at length
- Policy Action
 - Necessary policy action by the elected bodies will be described
- Timelines
 - The recommendations outlined in this section provide general completion timelines

offered to guide the agencies in developing a more detailed listing during the formal planning process

- Process Issues
 - Strategic planning, legal considerations, management and governance, funding and other issues will be provided in detail

Phase IV: Development, Review, and Delivery of Project Report

Task 4-A: Development and Review of Draft Project Report

ESCI will develop and produce two (2) copies per organization of a draft version of the written report for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization.

The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and catalogued as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

Task 4-B: Delivery and Presentation of Final Project Report

ESCI will complete any necessary revisions of the draft and produce a final version of the report in electronic pdf file format.

A formal presentation of the project report will be made by ESCI project team member(s) to a joint meeting of the community leaders and/or organizations included in this study. The presentation will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)