



Remote Meeting Instructions for the May 5, 2020, City Council Meeting:

In order to comply with all health orders and guidelines, and the Governor's April 27, 2020, Safer-at-Home guidelines intended to stop the spread of the COVID-19 (Coronavirus), **no physical location, including the City Council Chambers, will be set up for viewing or participating in this Council Meeting.**

The **only** way to view this Council Meeting is to follow the instructions below to watch the YouTube live stream.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: (www.youtube.com/CityofGreeley)
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

Citizen input and public comment for items appearing on this agenda as public hearings can be submitted to the City Clerk's Office via email at cityclerks@greeleygov.com. All comments will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting. Written comments are also welcome and should be addressed to the Greeley City Clerk's Office, 1000 10th Street, Greeley, CO, and must be received no later than Tuesday, May 5, 2020.

Please contact the City Clerk's Office with any questions you might have at 970-350-9740. Thank you!



Mayor

John Gates

Councilmembers

Tommy Butler
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Kristin Zasada
At-Large

Ed Clark
At-Large

**A City Achieving
Community Excellence**

Greeley promotes a healthy, diverse economy and high quality of life responsive to all its residents and neighborhoods, thoughtfully managing its human and natural resources in a manner that creates and sustains a safe, unique, vibrant and rewarding community in which to live, work, and play.

City Council Agenda

May 05, 2020 at 6:00 PM

This meeting will be conducted remotely. (See instructions on previous page to view the YouTube live stream.)

- [1.](#) Call to Order
- [2.](#) Pledge of Allegiance
- [3.](#) Roll Call
- [4.](#) Recognitions and Proclamations
- [5.](#) Citizen Input
- [6.](#) Approval of the Agenda
- [7.](#) Reports from Mayor and Councilmembers
- [8.](#) Initiatives from Mayor and Councilmembers

Consent Agenda

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Council or staff may request an item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

- [9.](#) Acceptance of the Report of the April 17, 2020, Council Briefing: COVID-19 Update
- [10.](#) Approval of the City Council Proceedings of April 21, 2020
- [11.](#) Acceptance of the Report of the April 24, 2020, Council Briefing: COVID-19 Update
- [12.](#) Consideration of a resolution authorizing the transfer of \$150,000 in Airport Improvement Funds from the Greeley-Weld County Airport to Holyoke Municipal Airport
- [13.](#) Consideration of a resolution appointing J. Robert Miller to the position of Interim Director of Finance and Interim Ex-officio City Treasurer
- [14.](#) Consideration of a change order in the amount of \$21,203.004 to the contract with Stantec for the design of the Poudre sewer trunk line, bringing the revised contract amount from \$196,000.00 to \$259,606.00

End of Consent Agenda

- [15.](#) Pulled Consent Agenda Items
- [16.](#) Public hearing and final reading of an ordinance adopting amendments to the Greeley Municipal Code, consisting of Chapter 18.54 – *Signs*, in order to comply with recent Court decisions regarding content neutrality
- [17.](#) COVID-19 Update
- [18.](#) Scheduling of Meetings, Other Events
- [19.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
- [20.](#) Adjournment

Council Agenda Summary

May 5, 2020

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

May 5, 2020

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

May 5, 2020

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Butler

Councilmember Payton

Councilmember Hall

Councilmember Fitzsimmons

Councilmember Clark

Councilmember Zasada

Council Agenda Summary

May 5, 2020

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

Councilmember Fitzsimmons will present the What's Great about Greeley Report.

Mayor Gates will present three proclamations; one proclaiming May 3 – 9, 2020 as *Drinking Water Week* which calls upon residents to recognize that water is our most valuable natural resource and that the City of Greeley is dedicated to delivering high-quality, safe and sustainable drinking water; one proclaiming May, 2020 as *Mental Health Month* which aims to increase awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens; and one proclaiming May, 2020, as *Building Safety Month* which commits to improve building safety, and to acknowledge the essential service provided to all of us by local building departments and fire prevention bureaus in protecting lives and properties.

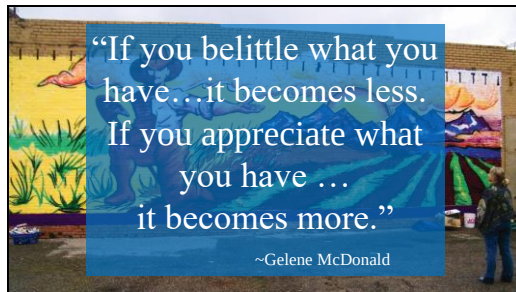
Attachments

May 5, 2020 What's Great about Greeley Report
Drinking Water Week Proclamation
Mental Health Month Proclamation
Building Safety Month Proclamation

Slide 1



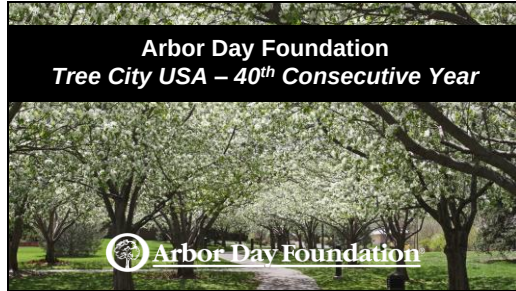
Slide 2



At each Council Meeting, we recognize the people, organizations and businesses that make Greeley Great.

Tonight it's my turn to announce the recognitions. I'll start with a quote, "If you belittle what you have, it becomes less. If you appreciate what you have, it becomes more." With these announcements we are appreciating the good work of our residents, showing support for their efforts, and encouraging everyone to share the word that Greeley is Great.

Slide 3



The City of Greeley is celebrating the 40th anniversary, and the 40th consecutive year, of being named a “Tree City USA” by the Arbor Day Foundation. It is estimated more than 100,000 individual trees grow under the city’s care — close to one per resident. Glenmere Park, alone, has about 100 species.

Slide 4



In light of current circumstances, Council would also like to do a Special recognition tonight of Community Heroes and Helpers who are making a difference during the COVID-19 pandemic. Local business, Sew Downtown, and the NOCO Mask Making Team were brought to our attention for donating hundreds of cloth masks to the City to protect essential employees working on the front lines. We applaud your generosity and love of community during this unprecedented time.

Slide 5



And that's What's Great about Greeley.



DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, Greeley Water crews are dedicated and certified water professionals treat and deliver high-quality, safe and sustainable drinking water; and

WHEREAS, Greeley's Water Department is dedicated to providing safe, reliable and affordable water to meet resident needs regardless of droughts, fires, floods, blizzards or pandemics; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each resident of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 3 – 9, 2020, as “**Drinking Water Week**” in Greeley.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 5th day of May, 2020.

John Gates
Mayor



MAY IS MENTAL HEALTH MONTH

WHEREAS, mental health is the health of our minds, affecting how we think, feel and live; and is crucial to physical health and emotional well-being; and

WHEREAS, life's challenges can affect people's behavioral health, with more than half a million Coloradans reporting they have at least eight days of poor mental health every month; and

WHEREAS, one in every four people will be affected by mental illness; and with early, effective treatment, recovery is possible; and

WHEREAS, North Range Behavioral Health combines community collaboration with a variety of services at its numerous residential and outpatient facilities throughout Weld County; and

WHEREAS, since 2014, Weld residents, without regard for ability to pay, have had access to 24/7 Crisis Services; and

WHEREAS, at the onset of Covid-19, North Range swiftly converted to a telehealth model to continue to serve existing and new clients; and

WHEREAS, Weld County residents are healthier because of North Range's collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery, and the importance of prevention and mental wellness.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 2020, as ***MENTAL HEALTH MONTH*** in Greeley and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 5th day of May, 2020.

John Gates
Mayor



BUILDING SAFETY MONTH

WHEREAS, the City of Greeley is committed to recognizing that our growth and strength depends on the safety of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, and play; and

WHEREAS, our nation benefits from using the International Codes that are developed by a national, voluntary consensus organization, and our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' local code officials--who assure us of safe, efficient and livable buildings that are essential to America's prosperity; and

WHEREAS, "Safer Buildings, Safer Communities, Safer World," the theme for Building Safety Month, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in construction; and

WHEREAS, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety, and to acknowledge the essential service provided to all of us by local building departments and fire prevention bureaus in protecting lives and property.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May, 2020, as **"Building Safety Month"** in Greeley, to raise awareness about the important of the safety of our homes, buildings and infrastructure.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 5th day of May, 2020.

John Gates
Mayor

Council Agenda Summary

May 5, 2020

Agenda Item Number 5

Title

Citizen Input

Summary

During this 15 minute portion of the meeting, anyone may address the Council on any item of City Business appropriate for Council consideration that is not already listed on this evening's agenda. Individual comments read into the record will be limited to 3 minutes and must include the name and address of the person submitting the comments for the record.

Council Agenda Summary

May 5, 2020

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

May 5, 2020

Agenda Item Number 7

Title

Reports from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.

Council Agenda Summary

May 5, 2020

Agenda Item Number 8

Title

Initiatives from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Initiatives will generally fall into three categories:

- 1) A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;
- 2) A request to the City Manager for information or research;
- 3) A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
Councilmember Hall requested information on the North Weld Water District ballot he recently received as well as more general information about the District.	April 21, 2020	See attached email and IGA	Sean Chambers
Councilmember Butler requested information on occupancy rates and whether or not there is an ability to address the issue of people not being able to pay their rent.	April 21, 2020	This matter was addressed at the April 28, 2020 Worksession Meeting.	Brad Mueller

From: Sean Chambers
Sent: Friday, May 1, 2020 1:25 PM
To: Roy Otto; Jessica Diagana
Cc: Douglas Marek; Susan Henderson; Brad Mueller
Subject: City of Greeley and North Weld County Water District (NWCWD) Boundary Conflict Follow-up
Attachments: 2013.Greeley.NWCWD.WATER.SERVICE.IGA.pdf

Dear Roy,

I am writing to follow up on our discussion about the service area boundary issues between the City of Greeley and North Weld County Water District ("NWCWD").

When properties within Greeley's northern long range expected growth area located in the NWCWD were annexed, those properties ("the Annexed Properties") were not excluded from NWCWD's service area. The result was that the Annexed Properties (for example, River Bluffs) are currently "located" in in both service areas.

Since 2013, Greeley and NWCWD have operated in the overlapping long range boundary area with an intergovernmental agreement, which I have attached. The IGA addresses how Greeley expects to grow into the portion of its long-range expected growth area that is located within NWCWD's service area. However, I believe the Annexed Properties came into the City before the IGA was in place, before a process for exclusion was considered. At the time of annexation, the Annexed Properties should have been excluded from the NWCWD service area, but they were not. To clean up that oversight, the actions listed below are planned or in progress.

Summary of Actions and Next Steps:

- Greeley Water & Sewer Department staff, CAO, and NWCWD staff had a coordination meeting by conference call on 4/24/20;
- Greeley COA and NWCWD's attorney will have a coordination meeting by conference call;
- Greeley COA will prepare Petitions for Exclusion of the Annexed Properties for filing with the Weld County District Court;
- The attorneys will confer, with the GIS support, to ensure the legal descriptions of the Annexed Properties are correct;
- NWCWD staff are preparing ArcGIS shape files for the Annexed Properties;
- Greeley CAO will oversee the filing and litigation of the Petitions;
- The IGA sets forth most of the terms necessary for the Petitions, and Greeley and NWCWD will develop a workflow and process for future annexations;
- Following the resolution of the immediate matter, W&S staff will coordinate with Greeley CAO and the Greeley Community Development Department to integrate the workflow and process so the future exclusions are done more systematically during the annexation process.

If you have any questions, please contact me.

Thank you,



Sean P. Chambers

Director of Water & Sewer

Water & Sewer Department

1001 11TH AVE, 2ND Floor, Greeley, Colorado 80631

KEYWORDS LIST

This is a keywords list that will serve as a guide to find contracts and agreements. It is OCR'd so you can do a full text word search for any word on this page. We have identified some keywords in addition to those used on the Agreements/Contracts template to aid in the retrieval process. The keywords list is composed of words and phrases that the contract may be referred to as. If you have additional ideas to add to the list please call the City Clerk's Office at 350-9770.

This will be the first page of every contract and agreement.

☒ Contract

☐ Intergovernmental Agreement

☒ New

☐ Amendment

Second Party(s): North Weld County Water District

Project Name/Description: 2013 Water Service Agreement

Term: Start – 02/05/2013

End –

Intergovernmental Agreements Only

☐ Ordinance - #

☐ Resolution - #

☐ None

Amount, if any: \$

☐ Infrastructure (construction or maintenance/improvements of streets buildings, and equipment)

☐ Services (purchase, exchange, or sale of services)

☐ Facility Use

☐ Property Transaction (purchase, exchange, or sale of real estate or water rights)

☐ Revenue Sharing

☐ Programs (creation, implementation, or maintenance of programs outside the scope of typical City services)

Additional Keywords or Other Comments:

☐ Word Inventory

☐ Scanned



MEMORANDUM

TO: City Clerk's Office

FROM: Lory Stephens, Office Manager
Water and Sewer Department 

DATE: March 15, 2013

RE: Water Service Agreement

Attached you will find a fully executed *Water Service Agreement* between the City of Greeley and North Weld County Water District. This is ready to be properly recorded in the City Clerk's archive files.

If you have any questions, please give me a call at 350-9812. Thank you.

WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the 5th day of February 2013, by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise (hereinafter "District"), and the City of Greeley, a home rule municipality, acting by and through its Water Enterprise (hereinafter "Greeley")(collectively "Parties").

RECITALS

WHEREAS, the District is a statutory special district formed under the laws of the State of Colorado and is a quasi municipal corporation; and,

WHEREAS, Greeley is a home-rule municipal corporation; and,

WHEREAS, the North Weld County Water District Enterprise and the Greeley Water Enterprise are established and administered in compliance with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes, and the Greeley City Charter and Municipal Code, as applicable; and,

WHEREAS, the District (on its own or in cooperation with others) owns, maintains and operates a system for the storage and distribution of potable water within Weld County and Larimer County; and,

WHEREAS, Greeley owns, maintains and operates a separate and independent system for the storage and distribution of potable water to its residents and to other customers in Weld County and Larimer County; and,

WHEREAS, the District, as a non-profit quasi municipal statutory special district, must establish and provide water rates to cover the maintenance and operation, depreciation, replacement, and appropriate funding of capital costs of the District; and,

WHEREAS, Greeley's policy is to provide water service to all Greeley citizens; and,

WHEREAS, the District's policy is to provide water service within the boundaries of the District; and,

WHEREAS, the District has a master plan to serve a portion of its service area, lying north of the Poudre River, at densities between one and two dwelling units per five acres; and,

WHEREAS, portions of the District's service area overlap Greeley's Long-Range Expected Growth Boundary, which is outlined in Greeley's 2060 Comprehensive Plan; and,

WHEREAS, Greeley and the District have determined that it is in the best interest of the residents of Greeley and the District for the Parties to cooperate with each other in providing water services; and,

WHEREAS, by enacting Titles 31 and 32 and specifically § 31-35-402(1)(b) and § 32-1-502(2)(c) of the Colorado Revised Statutes and pursuant to Article XIV, Section 18 of the Colorado Constitution, the Legislature of the State of Colorado has: (a) determined that the State of Colorado has a valid interest in providing water for its citizens; (b) clearly articulated and affirmatively expressed the State of Colorado's policy to allow municipalities and special service districts to provide water by utilizing cooperative agreements and to eliminate competition in areas where each Party is capable of providing service; and (c) developed a structure to actively supervise municipalities and special service districts, if the Parties choose to utilize such agreements; and,

WHEREAS, taking into consideration the foregoing factors and the natural drainage basins and topography that affect the quality and cost of utility service in the overlapping service area, Greeley and the District desire to enter into a long-term contract for the treatment and delivery of potable water, to eliminate overlapping facilities, and to coordinate long-range planning prior to initiating costly capital expansion programs; and,

WHEREAS, Greeley and the District desire to craft this Agreement with the following guiding principles: to keep North Weld financially whole; to allow Greeley to maintain land use control of much denser, urban development in the overlapping service area; and to provide for flexible water sharing between the Parties; and,

WHEREAS, Greeley and the District enter into this Agreement pursuant to the provisions of § 29-1-203, C.R.S; and,

WHEREAS, the District and Greeley shall and will continue to own their own water rights individually and separately, with Greeley relying upon the yield of its own water rights to provide the raw water necessary for treatment proposed under this Agreement; and,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and between the District and Greeley as follows:

ARTICLE 1 DEFINITIONS

1.1 "Delivery Point(s)" shall mean the point(s) at which the Furnishing Party delivers water to the Receiving Party's water system.

1.2 "Furnish" shall mean to treat, to the standards set forth in Section 3.4, and deliver water, which includes all of the intermediate steps necessary to provide water at the Delivery Point(s).

1.3 "Furnishing Party" shall mean the Party who treats, delivers, and performs all of the intermediate steps necessary to provide water at the Delivery Point(s).

1.4 "Master Meter" shall mean a meter at which the Furnishing Party will furnish water to the Receiving Party to enable the Receiving Party to provide water service to its customers.

1.5 "North Greeley Service Area" shall be that area identified within the Long-Range Expected Growth Boundary outlined in Greeley's 2060 Comprehensive Plan.

1.6 "Notice" shall mean the notice described in Section 10.12

1.7 "Raw Water Requirement" shall mean untreated water in an amount equal to 110% of Greeley's net potable water usage at the Master Meter(s) for the previous year plus any anticipated increases or decreases in net usage.

1.8 "Receiving Party" shall mean the Party who takes delivery of water from the Furnishing Party at a Master Meter.

1.9 "Uncontrollable Forces" shall mean any cause beyond the control of the obligated Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, breach of construction contract by a third party or restraint by court or public authority, which through due diligence and foresight, such Party could not have reasonably been expected to avoid.

1.10 Unless described as "raw water", "water" shall mean water treated to the standards set forth in Section 3.4, and shall have the same meaning as "potable" or "treated" water.

1.11 "Water Service" shall mean providing water directly to individual customers.

1.12 "Water Supply" shall include, but is not limited to, existing water supplies, future water supply projects, and development of existing and after-acquired water rights.

1.13 "Water System" shall mean the distribution system whereby a Party provides water service.

ARTICLE 2 GENERAL PROVISIONS

2.1 This Agreement defines the method by which the Parties shall furnish and provide water service to individual customers located within the North Greeley Service Area. It shall also determine the method of transferring the District's customers to Greeley; the transfer of infrastructure upon the exclusion of territory from the District's service area; the provisions for furnishing water to the Parties' respective water systems; and the method by which this Agreement may be amended to account for future growth, expansion, and development within the North Greeley Service Area.

2.2 To account for the transfer of customers to Greeley within the North Greeley Service Area and to track portions of the District's service area that are excluded there from, this Agreement may be amended, from time to time, through the use of exhibits. The exhibits shall contain the information required by Articles 3, 5, and 8 of this Agreement and shall be identified and generally contain the following:

2.2.1 Exhibit A of this Agreement shall contain the name of each Master Meter and its corresponding location; the annual minimum amount of water that Greeley must purchase through Master Meter(s); and the maximum gallons per minute of water that shall be delivered through a Master Meter based on Plant Investment Fees paid and credited. If any of the foregoing information is inapplicable to a Receiving Party, that portion of Exhibit A shall so reflect.

2.2.2 Exhibit B shall contain a complete list of all customers transferred from the District to Greeley.

2.2.3 Exhibit C shall be a map depicting the North Greeley Service Area and any property excluded from the District's service area.

2.3 The exhibits identified in paragraph 2.2 shall be amended prior to any relocation of a Master Meter, increase in peak demand, transfer of customer, or exclusion of territory from the District's service area. The exhibits shall be redefined as agreed to in writing by the Parties, or their respective designee, and made effective in accordance with the Parties' respective rules and procedures. Each amendment shall fully replace the prior exhibit and shall be effective upon the date specified therein.

2.4 The terms of this Agreement shall only apply to the North Greeley Service Area and shall not be extend to, or binding on, the Parties in any other geographical location.

2.5 This Agreement is not intended to provide for emergency water connections and supplies. If, at any time after the effective date of this Agreement, the Parties determine that an emergency interconnection is needed, then the Parties shall negotiate a separate agreement to determine the locations and facilities that will provide for emergency interconnections and the terms and conditions thereof.

ARTICLE 3 WATER SUPPLY

3.1 The District shall furnish potable water via Master Meter(s) for use in Greeley's water system at the locations and in the maximum and minimum annual amounts, peak demands in gallons per minute, and minimum and maximum pressures that shall be specified in Exhibit A.

3.2 Upon the District's written request, Greeley may furnish potable water via Master Meter(s) for use in the District's water system, subject to the terms of this Agreement, at the location(s) that shall be specified in Exhibit A.

3.3 The minimum and maximum pressures shown in Exhibit A shall be met by the Furnishing Party at the Master Meter(s) only. The Receiving Party is responsible for all pressures within its system following delivery from the Furnishing Party at the Master Meter(s). No promise or guarantee of pressure is made by the Furnishing Party or is to be implied from anything contained herein except as established in Exhibit A.

3.4 The furnished water shall be potable water, the quality of which shall be in accordance with the Federal Safe Drinking Water Act and all other applicable drinking water regulations and potable water law. The Parties shall conduct all testing necessary to assure that the water furnished under this Agreement complies with all Federal and State drinking water standards. The Furnishing Party agrees to provide the Receiving Party with the results of its annual testing, on or before April 1 of each year, as required by Colorado Primary Drinking Water Regulations, 5 CCR 1003.

3.5 Neither Party shall, by reason of this Agreement or by use of any water hereunder, acquire vested or adverse right or future right, in law or equity, in the water rights or water system owned by the other Party.

ARTICLE 4 RAW WATER

4.1 On an annual basis, Greeley shall provide raw water to the District, for treatment and delivery by the District through one or more Master Meters, in the amount of one hundred and ten percent (110%) of Greeley's estimated net demand ("Raw Water Requirement"). The Raw Water Requirement shall be calculated based on Greeley's net potable water usage at the Master Meter(s) for the previous year, plus any anticipated increases or decreases in Greeley's net usage. Not later than September 1 of each year, Greeley will supply the District with estimates of its projected Raw Water Requirement for the following year. The Raw Water Requirement made available to the District shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. The stated "one hundred and ten percent (110%)" shall mean one hundred percent (100%) plus an allowance of ten percent (10%) to cover the estimated shrinkage from the Soldier Canyon Filter Plant to the Master Meter(s).

4.2 Greeley's Raw Water Requirement shall be met from the following sources: Colorado-Big Thompson Project ("CBT"), the Windy Gap Project, the Water Supply and Storage Company, the North Poudre Irrigation Company, or from any other source capable of being delivered to and treated by the District's then existing water treatment system to the standards set forth in Section 3.4, and otherwise usable in the District's water system.

4.3 The District shall not be required to acquire, rent or own any additional raw water necessary to meet the Raw Water Requirement. Greeley is solely liable to make arrangements for the raw water necessary to make available the Raw Water Requirement.

4.4 In the event that Greeley does not make sufficient raw water available to the District, based on Greeley's net usage, the District shall notify Greeley as soon as possible but no later than thirty days prior to the time when such additional raw water will be necessary. If, after such notice, Greeley fails or refuses to provide sufficient raw water, the District may, in its sole and reasonable discretion, provide such raw water, at an additional fee to Greeley ("Water Surcharge"). The Water Surcharge shall be determined solely by the District dependant on the availability of raw water and shall be applied per one thousand gallons of water delivered to Greeley of District supplied raw water. The District shall maintain dominion and control over all raw water provided to Greeley under this Paragraph 4.4, and Greeley releases any right to the return flows that result from such water supplied by District, including any reuse rights associated with such water.

4.5 Greeley shall maintain dominion and control over any and all raw water provided to the District for treatment under this Agreement, and the District releases any right to the return flows that result from such water supplied by Greeley, including any reuse rights associated with such water.

ARTICLE 5 FACILITIES

5.1 The Furnishing Party shall take such actions and make such connections between the Receiving Party's system and the Furnishing Party's system necessary to furnish water to the Receiving Party as required by this Agreement at the Furnishing Party's sole cost.

5.2 The Furnishing Party shall install, replace, relocate, or add any necessary metering equipment and Master Meter vault(s) as required by this Agreement. The Furnishing Party shall design the Master Meter vault(s) and flow control device(s) in accordance with the specification of the Furnishing Party. Design shall consider system growth. The Furnishing Party shall submit all designs to the Receiving Party for review and approval prior to construction or installation. Following the Receiving Party's review and approval of such design plans, the Receiving Party shall reimburse the Furnishing Party for all reasonable and customary costs and expenses including design,

construction and installation of all necessary metering equipment and Master Meter vault(s) replaced, relocated, or added after the date of this Agreement.

5.3 The Furnishing Party shall install, own and operate a flow-restricting device(s) at the Master Meter vault(s). Said device(s) shall be capable of controlling the flow rate, if applicable, to the Receiving Party within the rates set forth in Exhibit A. The Receiving Party shall not be responsible for charges based on deliveries at flow rates greater than the flow rates directed by Receiving Party in writing or as stated in this Agreement.

5.4 The Furnishing Party shall own and maintain the Furnishing Party's water system, including but not limited to any interconnection facilities, water lines, pump station and treatment plant facilities necessary to serve the Receiving Party as required by this Agreement up to the Master Meter(s). The Furnishing Party shall own the Master Meter(s), Master Meter Vault(s), Backflow Prevention Assembly, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by the Furnishing Party. For the purpose of determining operation and maintenance responsibility, the Furnishing Party shall be responsible up to and including the outlet valve(s) on the Receiving Party's side of the Master Meter(s).

5.5 The Receiving Party shall maintain complete and unilateral control over the Receiving Party's system operations. The Receiving Party agrees that it will, at all times, to the extent practicable in the Receiving Party's reasonable discretion operate its water distribution system on the Receiving Party's side of the Master Meter(s) so as not to unreasonably interfere with service to others dependent upon the Furnishing Party for a supply of water. The Receiving Party agrees that it will, to the extent practicable in the Receiving Party's reasonable discretion, operate its facilities, especially any pumping or storage facilities, in correlation with operation of the Furnishing Party's facilities and will install and use such devices, including telemetry, as are necessary to effectuate correlation; provided, however, that Greeley shall not be obligated to pay for the installation of any physical changes to its water distribution system that will benefit only District customers within the District's service area.

5.6 The Parties agrees to maintain all facilities within their respective water systems in good repair and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

5.7 The Parties shall cooperate with each other in acquiring any easements and other permits or approvals necessary to accomplish and place into effect this Agreement and for the construction of any necessary facilities.

5.8 Nothing in this Agreement shall be interpreted as creating an "Integrated System" within the meaning of the Colorado Primary Drinking Water Regulations, 5 CCR 1003. Each Party owns its own water system and each is a separate and independent system from the other.

ARTICLE 6 MASTER METERS

6.1 The Furnishing Party shall read the Master Meter(s) at monthly intervals under its own meter reading schedule. If requested by the Receiving Party, the Furnishing Party shall give the Receiving Party notice of any Master Meter reading and allow a Receiving Party representative to be present and observe. For all Master Meter reads performed by Greeley, as the Furnishing Party, it shall deliver the Master Meter reads to the District, on or before a date mutually agreed to by the Parties, in order for the District to calculate the net monthly flow amount as provided in Section 7.1.

6.2 At least once every five years, the Furnishing Party shall test and calibrate the Master Meter(s) at the Furnishing Party's cost. At anytime, upon the Receiving Party's written request, the Furnishing Party shall make or cause to be made a special meter test at the Receiving Party's cost. The Furnishing Party shall notify the Receiving Party in advance of any Master Meter test and allow a Receiving Party representative to be present and observe.

6.3 The readings of any Master Meter, which has been disclosed by tests conducted pursuant to American Water Works Association standards to be inaccurate, shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests.

6.4 If any Master Meter shall fail to register for any period, the Receiving Party and the Furnishing Party shall agree as to the amount of water furnished during such period and the Furnishing Party shall render a bill therefore. If no agreement can be reached, the billing shall be based upon historical usage data.

6.5 If at any time the Receiving Party desires to change the location of any Master Meter vault(s), the Furnishing Party will attempt to accommodate such request if, in the reasonable opinion of the Furnishing Party, such relocation will not detrimentally affect the Furnishing Party's water system in any manner and only upon the condition that Receiving Party shall be responsible for any and all costs and expenses thereof.

ARTICLE 7 RATES AND CHARGES

7.1 The District shall bill Greeley, in monthly intervals, based on Greeley's net monthly water usage. The net monthly usage shall be determined by the difference between Greeley's total monthly water usage and the District's total monthly water usage. If Greeley's total monthly usage is less than the District's, Greeley shall be given a credit that shall be applied to the next monthly billing cycle. In the event that Greeley has a monthly credit on December 31st of any year this Agreement is in effect,

the same amount shall be paid in full by the District to Greeley by January 31st of the following calendar year.

7.2 The District will adopt water service rates sufficient to totally and fully reimburse the District for all costs of furnishing water under this Agreement. Any portion of the rate that is identified as a recovered return on investment shall be limited to 4.5%. The District may adjust the charges to be made for the use of water hereunder. The rates charged to Greeley shall be directly related and limited to the cost incurred by the District in furnishing water to Greeley as fairly determined by the District. The charges provided for in this paragraph shall remain in effect until the District deems it necessary to raise or lower the charges for the water, in accordance with section 7.3. In addition to any other rate or charge herein provided, Greeley shall pay all applicable fees, and such other rates, tolls, charges or combination thereof as the District may, from time to time, in the exercise of its lawful authority impose consistent with this Article and Article 1, Title 32 of the Colorado Revised Statutes.

7.3 The District will, not less than once, but not more than two times in each calendar year, review the Plant Investment Fee and the rates for potable water furnished hereunder. If necessary and consistent with Sections 7.1 and 7.2 hereof, the District shall adjust such rates based upon actual usage and audit figures to produce sufficient revenues to maintain and operate the system necessary to serve Greeley and to establish and maintain reasonable reserves for operation and maintenance.

7.4 The District shall provide Greeley written notice of any expected rate change or any projected operation, maintenance or capital improvement cost that will affect the rates to be paid by Greeley as follows:

7.4.1 The District shall notify Greeley of a proposal for an increase in the rate charged to Greeley at least thirty days prior to the Board Meeting at which formal action on such proposal is scheduled;

7.4.2 The District shall notify Greeley of any new rate within ten days after the District has adopted it; and

7.4.3 The new rate to be charged to Greeley shall not become effective sooner than thirty days after it has been adopted and shall not apply to water delivered by the District on or before the effective date.

7.5 Billing for each month shall be made on or about the last day of the month and payment is due on the tenth day of the following month. Any bill not paid within sixty days of the payment due date shall be delinquent, and Greeley shall pay an additional delinquent fee of one and one-half percent of the unpaid monthly billing per month. If Greeley refuses or fails to pay any bill within sixty days of the payment due date, the District may discontinue delivery of potable water hereunder upon ninety days written notice to Greeley.

7.6 If Greeley's annual water usage does not equal or exceed the total minimum annual amount of water, as stated in Exhibit A, for all Master Meters furnishing water to Greeley, the District shall bill Greeley for the balance due in January of the following year.

7.7 For water service customers within the North Greeley Service Area, Greeley and the District shall establish their own separate rates, fees, and raw water requirements in accordance with the legal procedures and policies applicable to each entity.

ARTICLE 8

INCREASES IN PEAK DEMAND; TRANSFER OF CUSTOMERS; AND EXCLUSION OF TERRITORY FROM THE DISTRICT'S SERVICE AREA

8.1 The Parties have consulted with each other concerning the North Greeley Service Area using the following criteria: natural drainage patterns, topography, existing installations of capital facilities, the probable future needs of customers, the most cost-efficient means for delivering water service, and considerations which reduce the cost of service or result in higher quality of service to the customer. Based on the foregoing, the Parties agree that Greeley shall be responsible for providing water service to new customers within the North Greeley Service Area and, except as provided in this Agreement, the District shall not provide water service to new customers in the North Greeley Service Area.

8.2 The District presently provides water service to a number of customers within the North Greeley Service Area. Existing customers will continue to be served by the Party presently providing water service, except as provided for herein or as otherwise mutually agreed upon in writing by the Parties.

8.3 The District shall refer to Greeley any request it receives for water service within the North Greeley Service Area. Upon receipt of the referral, Greeley will determine whether it intends, or has the infrastructure in place, to provide water service to the applicant. Greeley shall provide written notice of its determination to the applicant and to the District as soon as possible but no later than ninety days after receipt of the application. If Greeley declines to provide water service to the applicant, then the District may provide water service.

8.4 As Greeley extends water service to new development, but prior to annexation by Greeley, Greeley and District may transfer existing District customers to Greeley's water system within the North Greeley Service Area, if Greeley determines that it intends, or shall have infrastructure in place, to provide water service to the existing customer.

8.5 When existing District customers are transferred to Greeley, the District shall permanently transfer to Greeley one unit of CBT per equivalent three-quarter inch tap transferred. In addition, the District shall credit Greeley with one gallon per minute

Plant Investment Fee per equivalent three-quarter inch tap transferred. Greeley shall, in turn, purchase from the District the annual usage of that tap at a Master Meter. The annual usage shall be set at 120,000 gallons per equivalent three-quarter inch tap. Both the annual use and the Plant Investment Fee credit shall be reflected in Exhibit A.

8.6 If Greeley expects additional demand above the peak demand of the transferred customer(s) as established in section 8.5, Greeley shall make written request to the District for the furnishing of additional water to meet such additional expected demand. Upon receipt of such written request, the District shall have thirty days to notify Greeley in writing of its decision and terms to supply such additional water. If the District decides to furnish such additional water, Greeley shall provide the Raw Water Requirements and pay the then existing Plant Investment Fee adopted by the District for each additional one gallon per minute beyond the peak demand amount specified in Exhibit A.

8.7 If the District expects additional master meters, water usage, or demand above the peak demand identified in Exhibit A upon the effective date of this Agreement, the District shall make written request to Greeley for the furnishing of additional water to meet such additional demand. Upon receipt of such written request, Greeley shall have thirty days to notify the District in writing of its decision and terms to supply such additional water. If Greeley decides to furnish such additional water, the District shall provide Greeley a Plant Investment Fee credit for each additional one gallon per minute peak demand requested by the District. Greeley may, in turn, assign or apply such credit at any Master Meter, identified in Exhibit A, that is furnishing water to Greeley as Receiving Party.

8.8 Following annexation of property located within the North Greeley Service Area and upon receipt of notice of intent to exclude territory, the District shall transfer to Greeley, within one year from the date of notice, all of the District's customers and infrastructure within the annexed area. Such transfer shall include all facilities, which are owned or maintained by the District, necessary to provide such service from the Master Meter(s) to the point of connection at the customer's facilities, including but not limited to mains, local distribution lines, meters, meter pits, booster pumps, easements, permits, or rights of way and valves. Such transfer shall not include any transmission lines or associated facilities, distribution lines or associated facilities, easements, permits, or rights of way the District determines are necessary to serve other existing or potential customers of the District. As consideration for such transfer, the following provisions shall apply:

8.8.1 In accordance with the District's Master Plan, the District anticipates serving an average of two three-quarter inch equivalent taps per every five acres of its service area that is located within the North Greeley Service Area. The Parties agree that the District's anticipated annual usage shall equal an annual use of 240,000 gallons of water per five acres. Therefore, as Greeley excludes portions of the District's territory from the North Weld Service Area, Greeley shall compensate the District by purchasing a minimum annual amount of water from

the District at Master Meters. The minimum annual amount of water shall be calculated based on the greater of either (1) the product of 240,000 gallons of water per five acres of all territory excluded in accordance with this section 8.8 or (2) the total annual usage of each equivalent three-quarter inch tap transferred to Greeley in accordance with section 8.5. The minimum annual amount shall be reflected in Exhibit A.

8.8.2 Greeley shall provide the District fair compensation for all facilities transferred from the District to Greeley, taking into account depreciation. The value determination provisions set forth in C.R.S. § 32-1-502, as the same may be amended from time to time, shall govern such compensation.

8.8.3 Greeley shall be responsible for all reasonable costs, excluding attorney fees, associated with the transfer of customers from the District to Greeley within the North Greeley Service Area. However, in the event litigation is pursued against Greeley and/or the District by a transferred customer, the parties shall be responsible for their own costs, expenses, attorney fees and awards, if any.

8.8.4 Exclusion of land from North Weld's territory shall occur before any further subdivision of the property.

8.9. At the time of transfer of customers and facilities to Greeley, North Weld shall provide the best available and known information regarding locations of water lines, meters, appurtenances, and other associated facilities to the best knowledge of the District. Greeley and the District agree to cooperate in preparation and transfer of such information as the Parties deem necessary. North Weld maintains responsibility for locating any of their active or abandoned lines including all asbestos-cement pipe. Any North Weld line transferred to Greeley becomes Greeley's responsibility for One-Call locating. North Weld will for two years assist Greeley in location of any transferred lines, including potholing and establishing position with GPS.

ARTICLE 9 TAXES AND EXCLUSION

9.1 Portions of the North Greeley Service Area are within the District's service area. Pursuant to Colorado Law, the District has authority to assess property taxes by imposition of a mill levy upon property within the District; however, at the time of this Agreement, no such assessment or levy is in place.

9.2 The District agrees that there shall be no property tax assessment or mill levy on any properties within the boundaries of the District that may be located in the North Greeley Service Area and annexed by Greeley. If it is determined to be necessary and/or required by law, the District agrees to exclude from its service area all such property located in the North Greeley Service Area and annexed by Greeley.

ARTICLE 10 GENERAL TERMS AND REMEDIES

10.1 This Agreement shall be effective on the date first above written and remain in effect on a perpetual basis unless terminated as provided in this Article.

10.2 The Parties agree to act in good faith and to the best of their ability in taking all steps necessary to fully implement the terms and conditions of this Agreement, including the execution and delivery of such other documents, certificates, agreements and other writings and the taking of such other actions as may be necessary or desirable to consummate or implement this Agreement. The Parties agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by either Party to induce it to enter into this Agreement.

10.3 The Parties shall use reasonable diligence to provide a constant and uninterrupted supply of water, except for interruption or reductions due to: (1) Uncontrollable Forces; (2) operations or devices installed for water system protection; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of the Furnishing Party, necessary. Excepting cases of emergency, the Receiving Party will be given reasonable advance notice of such interruptions. Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A Party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

10.4 The Parties have implemented their own respective water conservation plans and shall not be required to adopt the other Party's conservation plan in whole or in part.

10.5 The invalidity or un-enforceability of any provision of this Agreement shall not affect or impair any other provision unless material to the performance of either Party.

10.6 Neither Party may assign or transfer all or any part of this Agreement without the prior written consent of the non-assigning Party which consent will not be unreasonably withheld.

10.7 In the event of a material breach of any provision of this Agreement by any Party, which is not corrected within one year from the date of notice of the breach, the non-defaulting party may either terminate or pursue litigation for specific performance of this Agreement. However, if this Agreement is terminated by the District due to an uncorrected material breach of any provision of this Agreement by Greeley, the District

will not cease water service to Greeley until after two years from the written date of notice of the breach. In the event of an uncorrected material breach of any provision of this agreement by the District, Greeley may terminate this Agreement due to said material breach in which case termination shall be effective two years from the written date of the notice of the breach.

10.8 The Parties agree that, in addition to any other remedies allowed by law consistent with this Agreement, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the unsuccessful party agrees to pay all reasonable costs of such action as actually incurred by the successful party, including attorney fees. Venue for any action shall be the District Court in and for Weld County, Colorado.

10.9 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such Party to exercise at some future time the rights not previously exercised.

10.10 In the event Greeley desires to terminate this Agreement, Greeley shall give written notice to the District of such intent in accordance with the notice provisions of this Agreement. Twenty years after the giving of such notice, District shall no longer furnish water to the North Greeley Service Area through the Master Meters. However, during this twenty year period Greeley shall be obligated to take and pay for, or in the alternative pay for, the minimum annual volume of water defined by Exhibit A. All other provisions and terms of this Agreement, including but not limited to the establishment and descriptions of the North Greeley Service Area, shall remain in effect.

10.11 It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

10.12 Any notice, demand or request delivered by mail, in accordance with this Agreement shall be deemed given seventy-two hours after the same is deposited certified mail, in any post office or postal box regularly maintained by the United States Postal Service addressed to the District at P.O. Box 56, Lucerne, CO, 80646 and to Greeley, attention to the Director of the Water and Sewer Department, at 1100 10th Street, 3rd Floor, Greeley, CO, 80631. The addresses may be changed at any time by similar notice.

10.13 Nothing herein shall constitute a multiple fiscal year obligation pursuant to

Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Greeley's obligations under this Agreement are subject to annual appropriation by the City Council of the City of Greeley. Any failure by the Greeley City Council to annually appropriate adequate monies to finance Greeley's obligations under this Agreement shall terminate this Agreement in accordance with paragraph 10.10 at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the District of any failure to appropriate such adequate monies.

10.14 To the extent legally possible, each Party shall indemnify and hold the other Party harmless from and against any and all liability, loss, damages, costs and expenses, including reasonable attorney fees, arising from the identifying Party's negligence, including but not limited to, negligent delivery of water at rates or pressures which exceed the maximum pressure or do not meet the minimum pressure established on Exhibit A. By such agreement to indemnify and hold each other harmless, neither Party waives any defenses and immunities to third Parties, which it would otherwise be entitled under the Colorado Governmental Immunity Act.

10.15 This Agreement, along with all exhibits and addendums and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The terms of the Water Supply Agreement dated August 26th, 2011 ("August 26th, 2011, Agreement"), shall remain in effect, except that all exhibits attached to the August 26th, 2011, Agreement shall be incorporated and reflected in the corresponding exhibit that are attached hereto and thus superseded hereby. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ATTEST:

NORTH WELD COUNTY WATER DISTRICT

By: Robert Penbrecht
Secretary

By: Charles A. [Signature]
President



City Clerk

APPROVED AS
TO SUBSTANCE:

By: _____
City Manager

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

APPROVED AS TO LEGAL FORM:
Lind & Ottenhoff LLP

By: _____
Kenneth F. Lind

CITY OF GREELEY, COLORADO

By: _____
Mayor

APPROVED:
Greeley Water & Sewer Board

By: _____
Chairperson

EXHIBIT A

**District Delivery Point 1:
(Knaus Master Meter)**

Meter Vault located at approximately 1,256 feet West of the centerline of 11th Avenue on O Street, Greeley, within the Northwest ¼ of Section 31, Township 6 North, Range 65 West of the 6th Prime Meridian, County of Weld, State of Colorado

*Minimum Annual Amount = 4,026,594 Gallons

**Peak Demand = 26 gallons per minute (gpm)

Maximum Pressure = 90 psi

Average Pressure Range = 80 to 85 psi

Minimum Pressure = 75 psi

***Minimum Annual Amount**

154,869 gallon average three year customer usage multiplied by 26 Net Transferred Customers identified in Exhibit B.

****Peak Capacity Available**

One gallon per minute for each 26 Net Transferred Customers identified in Exhibit B.

Plant Investment Fee

No Plant Investment Fee (purchased 26 gallons per minute equals 26 transferred taps)

**Greeley Delivery Point 1:
(Airport Master Meter)**

Meter Vault located North of the intersection of State Highway 263 and Fern Avenue, Greeley, within the Southwest $\frac{1}{4}$ of Section 2, Township 5 North, Range 65 West of the 6th Prime Meridian, County of Weld, State of Colorado

*Minimum Annual Amount = N/A

**Peak Demand = 3 gallons per minute (gpm)

Maximum Pressure = 85 psi

Average Pressure Range = 75 to 80 psi

Minimum Pressure = 60 psi

***Minimum Annual Amount**
N/A

****Peak Capacity Available**
Equals historical peak demand delivered through meter.

Plant Investment Fee
No Plant Investment Fee (no additional fee required for historical peak demand)

Exhibit B

GREELEY TRANSMISSION LINE CUSTOMERS

CUSTOMER NUMBER	SERVICE ADDRESS	CITY
070-776378-01	3501 E PROSPECT	FORT COLLINS
070-776386-01	1110 S SUMMIT VIEW DR	FORT COLLINS
070-776394-01	1101 S SUMMIT VIEW DR	FORT COLLINS
070-776408-01	1023 S SUMMIT VIEW DR	FORT COLLINS
070-776424-01	940 S SUMMIT VIEW DR	FORT COLLINS
070-776440-01	820 S SUMMIT VIEW DR	FORT COLLINS
070-776467-01	722 S SUMMIT VIEW DR	FORT COLLINS
070-776475-01	725 S SUMMIT VIEW DR	FORT COLLINS
070-776483-01	712 S SUMMIT VIEW DR	FORT COLLINS
070-776491-01	706 S SUMMIT VIEW DR	FORT COLLINS
070-776505-01	700 S SUMMIT VIEW DR	FORT COLLINS
070-776513-01	630 S SUMMIT VIEW DR	FORT COLLINS
070-776521-01	620 S SUMMIT VIEW DR	FORT COLLINS
070-776548-01	2919 PLEASANT ACRES DR	FORT COLLINS
070-776556-01	2941 PLEASANT ACRES DR	FORT COLLINS
070-776564-01	2932 PLEASANT ACRES DR	FORT COLLINS
070-776572-01	2914 PLEASANT ACRES DR	FORT COLLINS
070-776580-01	2933 E MULBERRY ST	FORT COLLINS
070-776599-01	2901 PLEASANT ACRES DR	FORT COLLINS
070-776602-01	2913 SUMMIT CT	FORT COLLINS
070-776610-01	556 SUMMIT VIEW DR	FORT COLLINS
070-776637-01	550 SUMMIT VIEW DR	FORT COLLINS
070-776645-01	542 SUMMIT VIEW DR	FORT COLLINS
070-776653-01	534 SUMMIT VIEW DR	FORT COLLINS
070-776688-01	2716 E MULBERRY ST	FORT COLLINS
070-776718-01	402 S SUMMIT VIEW DR	FORT COLLINS
070-776726-01	334 S SUMMIT VIEW DR	FORT COLLINS
070-776734-01	309 S SUMMIT VIEW RD	FORT COLLINS
070-776769-01	1924 E VINE DR	FORT COLLINS
070-776823-01	1727 RIDGECREST RD	FORT COLLINS
070-776866-01	423 SPAULDING LN	FORT COLLINS
070-776947-01	310 SPAULDING LN	FORT COLLINS
070-776955-01	204 SPAULDING LN	FORT COLLINS
TOTAL TAPS		33

Exhibit B

KNAUS SUBDIVISION

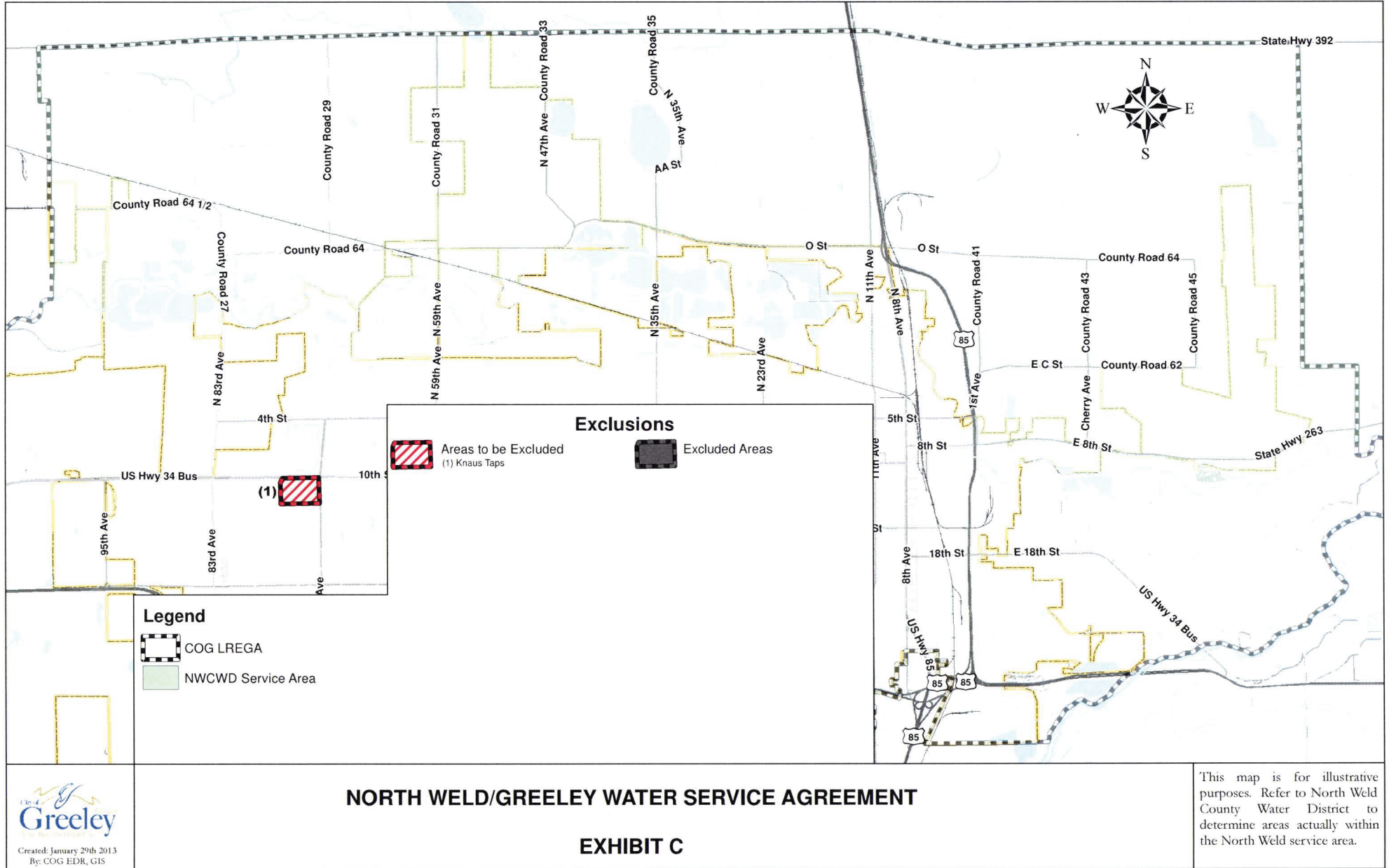
Premise/Account	Address	Water Class	PI Class	2008 Usage (K Gallons)	2009 Usage (K Gallons)	2010 Usage (K Gallons)	Average (K Gallons)
1523 000	1104 75th Ave.	1	1	92	61	76	76.33
1617 002	1105 75th Ave.	1	1	279	258	230	255.67
1533 000	1114 75th Ave.	1	2 (1GF)	228	219	249	232.00
1601 000	1107 75th Ave.	1	1	142	123	134	133.00
1614 000	1120 75th Ave.	1	2 (1GF)	283	199	265	249.00
1585 000	1119 75th Ave.	1	2 (1GF)	145	110	197	150.67
1600 000	1125 75th Ave.	1	1	158	98	132	129.33
1605 000	1126 75th Ave.	1	2 (1GF)	125	115	126	122.00
1587 000	7418 W 12th St.	1	2 (1GF)	237	144	221	200.67
1608 000	7412 W 12th St.	1	2 (1GF)	99	95	141	111.67
1540 000	1107 74th Ave.	1	2 (1GF)	161	165	197	174.33
1603 000	1102 74th Ave.	1	2 (1GF)	158	130	139	142.33
1559 000	1117 74th Ave.	1	2 (1GF)	242	214	254	236.67
1578 000	1118 74th Ave.	1	2 (1GF)	138	117	116	123.67
1602 005	1122 74th Ave.	1	1	202	127	72	133.67
222 000	1121 74th Ave.	1	3 (2GF)	456	373	394	407.67
1612 001	7317 W 12th St.	1	1	63	64	63	63.33
1583 001	1137 74th Ave.	1	1	329	178	244	250.33
1543 000	7404 W 12th St.	1	3 (2GF)	370	325	351	348.67
1598 000	7374 W 12th St.	1	2 (1GF)	133	128	156	139.00
1670 001	1103 73rd Ave.	1	2 (1GF)	122	56	131	103.00
2201 000	1106 73rd Ave.	1	1	178	169	112	153.00
1724 000	1112 73rd Ave.	1	1	122	119	107	116.00
1687 000	1111 73rd Ave.	1	2 (1GF)	212	198	244	218.00
1597 000	7308 W 12th St.	1	3 (2GF)	442	424	447	437.67
1711 000	1119 73rd Ave.	1	2 (1GF)	111	83	155	116.33
1736 002	1116 73rd Ave.	1	1	110	81	156	115.67
1744 002	7215 12th St.	1	1	147	143	176	155.33
1725 001	1125 73rd Ave.	1	2 (1GF)	208	183	215	202.00
1607 000	7216 W 12th St.	1	1	25	29	29	27.67
1662 001	7206 W 12th St.	1	1	159	112	163	144.67
1628 001	7110 W 12th St.	1	1	203	101	187	163.67
1899 004	7105 W 12th St.	1	1	167	116	208	163.67
1831 004	1155 72nd Ave.	1	1	167	25	174	122.00
1460 000	7111 12th St.	1	1	72	54	54	60.00
1843 000	7110 W 11th St. Pl.	1	2 (1GF)	247	163	198	202.67
1916 000	7104 11th St. Pl.	1	2 (1GF)	188	146	140	158.00
1863 002	7105 W 11th St. Pl.	1	1	207	138	162	169.00
1820 002	1149 72nd Ave.	1	2 (1GF)	53	47	51	50.33
1800 000	1133 72nd Ave.	1	1	39	34	68	47.00
1853 001	7104 11th St. Rd.	1	1	192	137	172	167.00
1871 002	7105 11th St. Rd.	1	1	42	43	37	40.67
1783 000	7111 W 11th St. Pl.	1	1	102	94	99	98.33
1911 001	7110 W 11th St. Rd.	1	1	168	149	179	165.33
2256 000	1129 72nd Ave.	1	3 (2GF)	291	253	273	272.33
1758 001	1109 72nd Ave.	1	2 (1GF)	178	131	138	149.00
1834 001	1114 72nd Ave.	1	1	107	110	62	93.00
1927 000	1104 72nd Ave.	1	1	206	181	252	213.00
1943 000	7201 11th Ave.	1	1	65	53	71	63.00

Exhibit B

Premise/Account	Address	Water Class	PI Class	2008 Usage (K Gallons)	2009 Usage (K Gallons)	2010 Usage (K Gallons)	Average (K Gallons)
2908 001	7217 11th Ave.	1	1	107	90	97	98.00
1751 001	7223 11th St.	1	1	61	61	27	49.67
1732 000	7307 11th St.	1	1	190	166	219	191.67
1660 004	7315 11th St.	1	1	22	104	189	105.00
1604 000	7403 11th St.	1	2 (1GF)	185	172	224	193.67
1534 002	7413 W 11th St.	1	1	30	26	27	27.67
1901 001	7104 W 12th St.	1	1	173	119	127	139.67
TOTAL		56		9338	7553	9127	154.87
TOTAL TAPS	56						

MISCELLANEOUS NORTH WELD TAP

<u>Meter#</u>	<u>Address</u>	<u>City</u>
446	1142 N. 11th Ave.	Greeley
880	1734 Holly Ave. (Dill Farm)	Greeley
1678	933 N. 11th Ave.	Greeley
TOTAL TAPS	3	



Consent Agenda

May 5, 2020

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Once the Clerk has read each Consent Agenda item into the record, along with Council's recommended action, Council or staff may request the item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

The Consent Agenda includes Items No. 9 through 14 and their recommended actions.

Council's Recommended Action

To approve Items No. ____ through ____ or

To approve Items No. ____ through ____ with the exceptions of No.(s) ____

Council Agenda Summary

May 5, 2020

Agenda Item Number 9

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 970-350-9743

Title:

Acceptance of the Report of the April 17, 2020, Council Briefing: COVID-19 Update

Summary:

A virtual meeting of the City Council Briefing was held on April 17, 2020, via Zoom Meetings.

Decision Options:

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

April 17, 2020 Report

City of Greeley, Colorado
COUNCIL BRIEFING
 April 17, 2020

The Council Briefing began at 4:00 p.m. on Friday, April 17, 2020, via a remote Zoom Meeting between City Staff and the City Council. It was live-streamed on the City of Greeley's YouTube Channel.

1. CALL TO ORDER

Mayor Gates called the Zoom Meeting to Order.

2. PLEDGE OF ALLEGIANCE

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. ROLL CALL

Cheryl Aragon, Interim City Clerk, called the roll. Those virtually present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton, and Kristin Zasada.

4. COVID-19 (CORONAVIRUS) PANDEMIC UPDATE

Dan Frazen, Emergency Manager, provided an update on current cases and fatalities in Colorado and specifically Weld County. He also spoke of those hospitalized and on ventilators in Greeley hospitals, North Colorado Medical Center and University of Colorado Health.

He went on to state that additional cloth masks for essential City staff have been received and distributed, advised that the Homeless Shelter is now operating in the Island Grove Event Center with some individuals and staff being tested for the virus, check-ins continue to happen with assisted living facilities, and strategic stock pile ventilators are now being delivered to Greeley hospitals.

Relative to the alternative care facility, it now has a completion date of approximately April 26th.

Mr. Frazen advised that the Weld County Commissioners signed the Intergovernmental Agreement for the Personal Isolation Facility at Bonell, and work is being done and inspections scheduled.

He went on to speak of the President's press conference, the Colorado Governor's press conference, and shared that Weld County continues to see an increase in positive cases.

Councilmember Zasada inquired about the ventilators that are being ordered by the hospitals. She wanted to point out that these orders had been placed awhile back, not all of a sudden, and Mr. Frazen confirmed that.

Roy Otto, City Manager, reported that applications are coming in for the Greeley Area Recovery Fund dollars, and the task force will be approving and issuing grants next week. He noted that he will provide updates to Council as there are updates to provide.

In terms of private fundraising, Benjamin Snow, Economic Health and Housing Director, reported that he is in constant contact with the Chamber and quite a few commitments have come in that are not represented yet on the website.

Mayor Gates reported that the Thunderbirds will be conducting a fly over of Greeley on Saturday, April 18th between 1:05 p.m. and 1:30 p.m. in honor of frontline hospital workers and first responders.

Councilmember Hall reported that in terms of the business world, his April rents are being paid, but May will be a big concern.

The Council Briefing adjourned at 4:16 p.m.

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

May 5, 2020

Agenda Item Number 10

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 350-9743

Title:

Approval of the City Council Proceedings of April 21, 2020

Summary:

A virtual meeting of the City Council was held on April 21, 2020, via Zoom Meetings.

Decision Options:

1. To approve the proceedings as presented; or
2. Amend the proceedings if amendments or corrections are needed, and approve as amended.

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

April 21, 2020 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
 April 21, 2020

1. Call to Order

Mayor John Gates called the meeting to order at 6:00 p.m. This was a remote meeting conducted via Zoom Meetings and live streamed to the public via the City of Greeley YouTube channel.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Cheryl Aragon, Interim City Clerk, called the roll. Those virtually present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Recognitions and Proclamations

Councilmember Clark presented the What's Great About Greeley Report.

5. Citizen Input

An email received from Kendra Villarreal, Evans resident, was read into the record which expressed concerns about the reopening of Greeley golf courses. She noted that the Greeley Country Club seems packed with golfers not practicing social distancing measures. She asked Council to reconsider its' decision.

An email received from Wendy Adams was read into the record which expressed concern with the way the Colorado Department of Public Health and Environment is reporting COVID-19 cases and statistics.

6. Approval of Agenda

The agenda was approved upon noting handouts for Item No. 22.

7. Reports from Mayor and Councilmembers

Councilmember Payton reported that he serves on the Chamber Foundation that is reviewing applications for the Greeley Area Recover Fund grant money, and that money will be sent out soon to qualifying businesses.

Councilmember Clark reported on talks with Comcast about broadband and service concerns.

Councilmember Zasada reported that she had participated in a virtual Downtown Development Authority Meeting where discussions centered around concerns about lost revenue with typical events in and around the community being cancelled.

Mayor Gates expressed appreciation for the COVID-19 communication and information coming from staff.

8. Initiatives from Mayor and Councilmembers

Councilmember Hall reported that he received a ballot from the North Weld Water District and requested some clarity from staff about why that was received.

Roy Otto, City Manager, stated that he would work with the City Attorney's Office and Sean Chambers, Water & Sewer Director, on that situation and will communicate back to Council.

Councilmember Butler, out of concern for people unable to pay rent, requested a discussion on occupancy rates.

Councilmember Payton added that occupancy rates at the University of Northern Colorado should also be discussed.

Councilmembers reached consensus on both initiatives to direct staff to provide information on both topics.

Councilmember Fitzsimmons requested regular briefings on the personal isolation facility at Bonell, and Mr. Otto reiterated that each COVID-19 Briefing on Tuesdays and Fridays will include an update on the personal isolation facility.

*** * * * Consent Agenda * * * ***

9. Acceptance of the Report of the April 3, 2020, Council Briefing: COVID-19 Update

The Council action recommended was to accept the Report.

10. Approval of the City Council Proceedings of April 7, 2020

The Council action recommended was to approve the Proceedings.

11. Acceptance of the Report of the April 10, 2020, Council Briefing: COVID-19 Update

The Council action recommended was to accept the Report.

12. Approval of the Special City Council Proceedings of April 14, 2020

The Council action recommended was to approve the Proceedings.

13. Acceptance of the Report of the April 14, 2020, City Council Worksession

The Council action recommended was to accept the Report.

14. Consideration of a resolution adopting the Sharktooth Bluffs Basin Storm Drainage Master Plan

The Council action recommended was to adopt the Resolution. **(Resolution No. 18, 2020)**

15. **Consideration to approve a change order in the amount of \$68,673.24 to the contract with DeFalco Construction Company for the 48" CMP/Replacement on #3 Ditch Project and bringing the revised contract amount from \$257,316.87 to \$325,990.11**

The Council action recommended was to approve the Change Order. **(Change Order No. 2, 2020)**

16. **Consideration to approve a change order in the amount of \$60,193.88 to the contract with YEH & Associates for the 10th Street Access Improvements Phase II Project and bringing the revised contract amount from \$201,911.15 to \$262,105.03**

The Council action recommended was to approve the Change Order. **(Change Order No. 3, 2020)**

17. **Consideration of a change order in the amount of \$147,828.54 to the contract with Olsson Associates for the Turn Lanes on 20th St. Clubhouse Drive to 59th Ave. Project, bringing the revised contract amount from \$209,543.00 to \$357,371.54 and increasing the contract time by 180 days**

The Council action recommended was to approve the Change Order. **(Change Order No. 4, 2020)**

18. **Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, consisting of Chapter 18.54 – Signs, in order to comply with recent Court decisions regarding content neutrality**

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for May 5, 2020.

***** End of Consent Agenda *****

Councilmember Payton moved, seconded by Councilmember Hall to approve the items on the Consent Agenda and their recommended actions. The motion carried: 7-0

19. Pulled consent agenda items

No items were pulled from the Consent Agenda.

20. **Public hearing and final reading of an ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of Article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (35th Avenue, 4th Street to F Street Road Improvement Project)**

Joel Hemesath, Public Works Director, reported that this ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the 35th Avenue, 4th Street to F Street Road Improvement Project.

The stated that the 2019-2023 City of Greeley Capital Improvement Plan identifies the necessity for improvements of 35th Avenue between 4th Street to F Street Road to improve traffic flow and enhance bike and pedestrian safety. Key elements of the project include the addition of travel lanes and roundabouts, curb and gutter improvements, and detached sidewalks and bike lanes.

Mr. Hemesath specified that the Project will require the acquisition of tracts of fee simple right of way, permanent easements, and temporary construction easements along 35th Avenue. City staff have begun discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners; however, if an agreement cannot be reached, and in order to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain. This ordinance was introduced at the April 7, 2020, Council meeting.

Mayor Gates opened the public hearing at 6:47 p.m. It was noted that no comments or questions were filed with the City Clerk's Office about this agenda item.

Councilmember Fitzsimmons moved, seconded by Councilmember Zasada to adopt the ordinance and publish it by reference to title only. The motion carried: 7-0 (**Ordinance No. 10, 2020**)

21. University of Northern Colorado Update

Dr. Andy Feinstein, University of Northern Colorado President, was virtually present and spoke about the University's COVID-19 response efforts on campus for faculty and students. He stated that efforts have focused on health and safety and offering some things like dining services, refunded parking fees, and addressing a number of other needs that have been requested.

In terms of going forward, Dr. Feinstein stated that they are trying to address concerns about employment, housing, financial stresses, etc.

He stated that it is still unclear what will happen with classes in the fall and that it is very likely that they will be conducted virtually.

He reported that the Board will be meeting on April 22nd to focus on the budget and students and faculty have been invited to participate virtually in that discussion.

He made note of his appreciation to the City for its efforts and offered support from the University.

22. COVID-19 Update

Dan Frazen, Emergency Manager, provided an update of State and local confirmed cases, and noted hospitalization numbers in Greeley.

He spoke again of the additional masks provided for City employees, as well as the Homeless Shelter at Island Grove Event Center which will remain open through April 30th.

He updated the Council on the alternative care facility at The Ranch and stated that it is projected to be operational on May 15th with 195 beds.

With regard to the personal isolation facility at Bonell, Mr. Frazen stated that the intergovernmental agreement was signed and work is set to begin on April 22nd so that it can be operation the following week.

He went on to reference Governor Polis' briefing of April 20th. He stated that the Safer at Home campaign is being reviewed and more clarity is expected soon.

Mr. Frazen advised that the City's existing emergency declaration is expiring as of April 21st, so a resolution extending that is to be considered at this meeting.

Councilmember Payton wondered if it would be a good idea to extend the emergency declaration through a date that is also a regular Council Meeting, and staff and Council concurred.

Doug Marek, City Attorney, reminded the Council that it could end sooner as well based on cases and statistics.

Councilmember Payton moved, seconded by Councilmember Fitzsimmons to adopt the resolution extending the emergency declaration through June 2, 2020. The motion carried: 7-0 (**Resolution No. 19, 2020**)

Ben Snow, Economic Health and Housing Director, provided a review of the Greeley Area Recovery Fund Program highlighting that 62 applications have been received and that approximately \$380,000 has been received in other donations, including the City of Evans, private, and grass roots contributions in addition to the City's \$250,000. He stated that this has really cemented this effort as a true public/private partnership.

Councilmember Zasada stated that there has been a very strong commitment from larger business donors and that this has been included as an enterprise zone effort which provides tax benefits for those who contributed.

She also stated that she has confirmed that none of the dollars contributed to this fund will go toward administrative costs. Those will all be absorbed by the Chamber and the City of Greeley.

With regard to what the average grant might be, Councilmember Payton stated that the applications received so far are at varying levels. Businesses seem to be asking for only what they need, not the maximum grant amount. He noted that the Task Force is under strict non-disclosure agreements and all applications are residing on a secure server that is password protected.

Mr. Snow stated that updates on this fund will continue to be provided at all Council COVID-19 Briefings and Meetings. He added that he will be able to provide statistics on Greeley versus the total number of applicants.

23. Historic Preservation Program Overview

Brad Mueller, Community Development Director, reported that this is the Greeley's Historic Preservation Programs 25th anniversary of the adoption of the Historic Preservation Chapter into the Greeley Municipal Code.

He introduced Elizabeth Kellums, Historic Preservation Specialist, who reported that during the 150 years of Greeley's history, many buildings have been lost and replaced, with only a few buildings remaining from the early years. Some of these include the Greeley Historic Register- and National Register- designated Meeker Home at 1324 9th Avenue and the Nettleton-Mead House at 1303 9th Avenue, which are some of Greeley's most historically and architecturally valuable resources reflecting Greeley's history.

She spoke of Richard Moe, as president of the National Trust for Historic Preservation, and his description of preservation - "Preservation is simply having the good sense to hold on to things that are well designed, that link us with our past in a meaningful way, and that have plenty of good use left in them." She emphasized that Greeley has a large stock of buildings that are well-designed and link us to the past and have good use left.

Ms. Kellums stated that building losses such as these mentioned led to public efforts to save buildings important to Greeley residents, and ultimately to the 1995 adoption of the historic preservation chapter of the Greeley Municipal Code. The Historic Preservation chapter gives the City and Greeley residents the chance to preserve buildings that tell the story of Greeley and provide context for Greeley's historical and cultural identity. Those buildings connect us with and teach us about Greeley's 150 years of history as we move forward as a community. She provided a review of various historically designated properties.

She went on to report that Greeley's historic preservation program includes the Greeley Historic Register, financial incentives, and educational outreach. The Greeley Historic Preservation Commission has designated 93 individual properties and 2 historic districts on the Greeley Historic Register between 1996 and the present, reviews new designation applications, and reviews applications for major alterations to those properties. Greeley offers a City-funded Historic Preservation Low Interest Loan for exterior rehabilitation work on Greeley Historic Register properties, a refund of the building portion of permit fees, and the State Historic Preservation Tax Credits for rehabilitation work. Walking tours, a History Brown Bag series, and the Historic Preservation Month events and poster contribute to educating the public about Greeley's history. These historic resources and sharing the stories of places that matter help show what makes Greeley great.

Councilmember Zasada stated that this is something that is near and dear to her heart and shared that she lives in an historic home and been through this process. She emphasized that it is a dagger to her heart seeing what has been lost. She expressed appreciation for this great presentation on a very important subject.

Mayor Gates also expressed appreciation for Ms. Kellums' passion for historic preservation.

24. Appointment to Greeley/Weld Housing Authority

Councilmember Fitzsimmons moved, seconded by Councilmember Zasada to approve the appointment of Karen Crandall to the Greeley/Weld Housing Authority. The motion carried: 7-0

25. Scheduling of meetings, other events

There were no additional meetings or events scheduled.

26. **Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances**

Councilmember Clark moved, seconded by Councilmember Hall to approve the above authorizations, and the motion carried: 7-0

27. **Adjournment**

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:21 p.m.

John Gates, Mayor

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

May 5, 2020

Agenda Item Number 11

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 970-350-9743

Title:

Acceptance of the Report of the April 24, 2020, Council Briefing: COVID-19 Update

Summary:

A virtual meeting of the City Council Briefing was held on April 24, 2020, via Zoom Meetings.

Decision Options:

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

April 24, 2020 Report

City of Greeley, Colorado
COUNCIL BRIEFING
 April 24, 2020

The Council Briefing began at 4:00 p.m. via a remote Zoom Meeting between City Staff and the City Council. It was live-streamed on the City of Greeley's YouTube Channel.

1. CALL TO ORDER

Mayor Gates called the Zoom Meeting to Order.

2. PLEDGE OF ALLEGIANCE

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. ROLL CALL

Cheryl Aragon, Interim City Clerk, called the roll. Those virtually present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton, and Kristin Zasada.

4. COVID-19 (CORONAVIRUS) PANDEMIC UPDATE

Pandemic Response Activities

Dan Frazen, Emergency Manager, provided an update on current cases and fatalities in Colorado and noted that Weld County numbers had not yet come in for the day. He also spoke of those hospitalized and on ventilators in Greeley hospitals, North Colorado Medical Center and University of Colorado Health.

He stated that City employees continue to work remotely and when in the office are wearing cloth masks and following all State Orders.

Relative to the alternative care facility, he pointed out that it still has a completion date of approximately April 26th.

Mr. Frazen went on to advise that City staff visited the personal isolation facility at Bonell, and work and inspections are being scheduled, with a completion target of one week.

He spoke of the community testing site at Island Grove Park and a doctor-approved site at Aims Community College and that JBS had reopened with safety precautions in place.

With regard to occupancy numbers brought up at the last Council Meeting, Brad Mueller, Community Development Director, reported that the City has had a policy of an individual plus 1, and it varies by zone district. He pointed out that Code Compliance functions are suspended right now, and that a quick survey of what other municipalities are doing was conducted, and staff did not find anything of note. He stated that this issue was identified in the Housing Plan as an area that needs to be reviewed, and it will be brought back to Council in 6-9 months.

Becky Safarik, Assistant City Manager, discussed the blend of indicators being monitored to make sure we are making data-driven decisions. She noted that all should be framed around what the State has offered and that staff is looking at indicators like protocols for offices to open up and under what conditions businesses can open. She stressed that the City is open and operating doing essential functions only, just without public contact. She noted the importance of staying the course at this point.

In response to a question from Councilmember Clark, Ms. Safarik confirmed that staff is in constant contact with all health and hospital representatives.

Greeley Area Recovery Fund

Ben Snow, Economic Health and Housing Director, reported that just today, a Congressional Bill was signed by the President that will be aimed at enhancing paycheck protection programs and an economic injury disaster loan fund. He noted that the staff of the Economic Healthy and Housing Department will continue to serve as a navigator to those resources.

He reviewed the Greeley Area Recovery Fund donations and applications to date noting that nearly \$575,000 is available. He stated that funds should be distributed to businesses as soon as the week of April 27th.

Councilmember Payton reported that the Committee is working hard to review applications and that more information will be available soon about the average amount of grants. He noted that the average will not be the maximum amount.

Mayor Gates stated that this is a very impressive fundraising effort on a grass-roots level and corporate level and thanked all who have contributed and all who are working to review applications.

City of Greeley Press Release

Roy Otto, City Manager, stated that there has been quite a bit of confusion in the last 24 hours about opening for business in light of Weld County's Safer-at-Work Guidelines.

Kelli Johnson, Communications & Engagement Director, noted that Council had received the draft press release that will be going out from the City and welcomed feedback about it.

Councilmember Butler expressed that this is a strong rebuke of the pure confusion that the Weld County Commissioners created and noted that he has fielded a lot of calls ever since.

Mayor Gates stated that the press release appears to be satisfactory to him and the Council.

Mr. Otto indicated that he would be sharing an email received from a local businessman imploring Council to follow the State's Safer-at-Home guidelines.

The Council Briefing adjourned at 4:32 p.m.

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

May 5, 2020

Agenda Item Number 12

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration of a resolution authorizing the transfer of \$150,000 in Airport Improvement Funds from the Greeley-Weld County Airport to Holyoke Municipal Airport

Summary:

As with other similar entities, the Greeley-Weld County Airport is entitled to access certain funds from the US Department of Transportation, Federal Aviation Administration (FAA). As part of an Airport Improvement Program (AIP) Agreement for Transfer of Entitlements, local airports that do not intend to use their full entitlements in a given year may release or transfer their annual entitlements to another eligible airport that does have a pending project. Greeley-Weld Airport was a beneficiary of such a transfer in 2015 for the design of the Runway 17-35 rehab project. The City has regularly approved previous reciprocal requests of a similar nature. The City approved a similar transfer to Wray Municipal Airport in 2019.

With this request, Greeley-Weld Airport would transfer its entitlement of \$150,000 to the Holyoke Municipal Airport. Such a transfer requires approval from each of the legal governing entities of the Greeley-Weld Airport (City of Greeley, Weld County, and the Greeley-Weld Airport Authority).

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	N/A
What is the annual impact?	N/A
What fund of the City will provide Funding?	N/A
What is the source of revenue within the fund?	Federal Grant Funding
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	One-time
Additional Comments:	N/A

Legal Issues:

N/A

Other Issues and Considerations:

N/A

Applicable Council Priority and Goal:

Economic Health & Development: Foster and maintain public and private investment in business development.

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

Resolution
FAA Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2020

A RESOLUTION AUTHORIZING THE TRANSFER OF \$150,000 IN AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT FUNDS FROM THE GREELEY-WELD COUNTY AIRPORT TO HOLYOKE MUNICIPAL AIRPORT

WHEREAS, the Greeley-Weld County Airport has used Airport Improvement Program (“AIP”) entitlement funds from the US Department of Transportation, Federal Aviation Administration, to complete certain improvements at the airport; and

WHEREAS, the Greeley-Weld County Airport has been the beneficiary of federal grant funds that were intended for but unable to be used by other local airports as part of the AIP entitlement funding; and

WHEREAS, the Greeley-Weld County Airport has AIP entitlement funding that it will not use in the fiscal year for which the funds are available, and consequently, the funds are available to extend to another airport that is eligible to receive such funding and has a pending project; and

WHEREAS, the Greeley-Weld County Airport Authority deems it advisable to transfer the funding from the Greeley-Weld County Airport to Holyoke Municipal Airport and urges the Greeley City Council to also authorize the transfer of the funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Greeley, Colorado, as follows:

Section 1. The transfer of Airport Improvement Program entitlement funding from Greeley-Weld County Airport to Holyoke Municipal Airport is hereby approved.

Section 2. The Mayor of the City of Greeley is authorized to sign the transfer agreement on behalf of the City of Greeley, attached hereto as Exhibit A.

Section 3. This Resolution shall become effective immediately upon passage, as provided by the Greeley City Charter

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 5th day of May, 2020.

**ATTEST:
COLORADO**

THE CITY OF GREELEY,

City Clerk

John Gates, Mayor



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Weld, Colorado, City of Greeley, Colorado and Greeley-Weld County Airport Authority

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Greeley-Weld County Airport (GXY)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NPR	2017	\$2,413
NP	2019	\$58,825
NP	2020	\$88,762
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

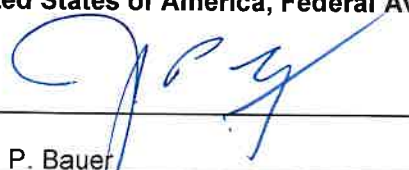
Holyoke Municipal Airport (HEQ)

Name of Receiving Airport's Sponsor: City of Holyoke, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2020 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: 

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 2/10/20

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 18th day of March, 2020

Name of Sponsor: County of Weld, Colorado

Name of Sponsor's Authorized Official: Mike Freeman

Title of Sponsor's Authorized Official: Chair, Board of Weld County Commissioners

Signature of Sponsor's Authorized Official: 

Certificate of Transferring Sponsor's Attorney

I, Bruce Barker, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Greeley, Colorado (City, State),
this 18th day of March, 2020

Signature of Sponsor's Attorney: 

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2020

Name of Sponsor: City of Greeley, Colorado

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),

this _____ day of _____, 2020

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 20th day of February, 2020

Name of Sponsor: Greeley-Weld County Airport Authority

Name of Sponsor's Authorized Official: Brett Payton

Title of Sponsor's Authorized Official: Board Chair

Signature of Sponsor's Authorized Official: 

Certificate of Transferring Sponsor's Attorney

I, William Crosier, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Greeley, CO (City, State),
this 20th day of February, 2020

Signature of Sponsor's Attorney: 

Council Agenda Summary

May 5, 2020

Agenda Item Number 13

Key Staff Contact: Paul Fetherston, Assistant City Manager, 350-9730

Title:

Consideration of a resolution appointing J. Robert Miller to the position of Interim Director of Finance and Interim Ex-officio City Treasurer

Summary:

Renee Wheeler is resigning from employment effective May 6, 2020. Pursuant to Section 5-1 of the Charter, the City Council must consent to the appointment of the Director of Finance and Ex-officio City Treasurer. In compliance with the Charter provision, the City Manager wishes to appoint Robert Miller to act as the Interim Director of Finance and Interim Ex-officio Treasurer for the City of Greeley.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or

- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

THE CITY OF GREELEY, COLORADO
RESOLUTION ____, 2020

**A RESOLUTION APPOINTING J. ROBERT MILLER TO THE
POSITION OF INTERIM DIRECTOR OF FINANCE
AND INTERIM EX-OFFICIO CITY TREASURER.**

WHEREAS, the Greeley Municipal Charter establishes the Department of Finance in Section 5-1; and

WHEREAS, Section 5-1 of the Charter further states that the head of the Department of Finance shall be the Director of Finance and Ex-officio City Treasurer; and

WHEREAS, Section 5-1 of the Charter further provides that the Director shall be appointed by the City Manager with the advice and consent of the City Council; and

WHEREAS, Renee Wheeler has acted as the Director of Finance and the Ex-officio Treasurer, but has resigned her employment effective May 6, 2020; and

WHEREAS, the City Manager will undertake a search for a new permanent Director of Finance, but at this time has determined that J. Robert Miller should be appointed as the Interim Director of Finance and Interim Ex-officio City Treasurer; and

WHEREAS, pursuant to Section 5-1 of the Charter the City Council must consent to the appointment of the Director of Finance and Ex-officio Treasurer; and

WHEREAS, the City Council hereby finds that J. Robert Miller has training and knowledge in municipal accounting, budgeting, taxation and financial control as required by Section 5-1 of the Charter; and

WHEREAS, the City Council finds that the City Manager's appointment of J. Robert Miller to act as the Interim Director of Finance and Interim Ex-officio Treasurer is appropriate.

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

1. The City Council consents to the appointment of J. Robert Miller as the Interim Director of Finance and Interim Ex-officio Treasurer.
2. The Interim Director of Finance and Interim Ex-officio Treasurer shall have the authority to exercise all duties, responsibilities and appointments as may be assigned to him by the Greeley Municipal Charter, the Greeley Municipal Code and the City Manager and Assistant City Managers.
3. This appointment shall continue until such time as a new Resolution is passed, as required by Section 5-1 of the Greeley Municipal Charter.

3. This Resolution shall be effective May 6, 2020.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ day
of _____, 2020.

ATTEST:
COLORADO

THE CITY OF GREELEY,

Cheryl Aragon, Interim City Clerk

John Gates, Mayor

Council Agenda Summary

May 5, 2020

Agenda Item Number 14

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

Title:

Consideration of a change order in the amount of \$21,203.004 to the contract with Stantec for the design of the Poudre sewer trunk line, bringing the revised contract amount from \$196,000.00 to \$259,606.00.

Summary:

Stantec has incurred additional project costs through the design process requiring a change order for additional costs. The following items lead to the change order costs:

Additional services were required by Stantec to meet the new requirements of the Senate Bill 18-167 that required significantly more existing utility locating along the project alignment and adjustments to the design due to conflicting utilities. Additional services were added to Stantec's contract in 2018 in the amount of \$20,876 for change order #1. Stantec's scope was modified in 2019 to aid with the requirement of Senate Bill 18-167 and manage the underground utility contractor in the amount of \$21,527 for change order #2. A third change order is being requested due for additional services noted below and the cumulative change order amount is greater than 25% of the original contract amount.

The second underground utility locating contractor had an initial schedule for completion by June 2019, for utility mapping and potholing. These utilities could not be located by the first utility locating contractor due to the high ground water. The second contractor experienced more challenges and did not deliver work in accordance with the project schedule and Stantec did not receive final utility mapping and potholing data until November 27, 2019.

Once utility locates were received it was apparent there were some major vertical conflicts between the original alignment and several oil and gas utilities. As a result, the trunk sewer vertical alignment had to be modified throughout the entire alignment, and a section of horizontal alignment was adjusted to run diagonally at 95th Avenue and WCR 62-1/4 to clear three (3) major Noble Midstream pipelines.

The original design along 95th Avenue had steeper varying slopes that required drop manholes. The collections operations team preferred the removal of the drop manholes due to the increased labor and maintenance of this infrastructure. The City requested the change in the design to increase sewer slopes in this section and reduced long term maintenance costs.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$21,203
What is the annual impact?	None
What fund of the City will provide Funding?	402 – Sewer New Construction
What is the source of revenue within the fund?	Sewer Plant Investment Fees
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Greeley Municipal Code 4.20.160 requires that change orders over 25% of the contract amount be referred to City Council for approval.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

Decision Options:

1. Approve change order as recommended,
2. Amend change order and approve as amended,
3. Deny change order, or
4. Continue item to a date specific.

Council's Recommended Action:

A motion to approve Change Order #3.

Attachments:

Change Order #3



Stantec Consulting Services Inc.
3325 South Timberline Road Suite 150, Fort Collins CO 80525-2903

March 31, 2020
File: 205305268

Attention: Mr. Peter Champion, P.E.
Water Systems Engineer
Water and Sewer Department
City of Greeley
1001 11th Avenue, 2nd Floor
Greeley, CO 80631

Reference: City of Greeley Poudre Trunk Sewer Phase II Project-Additional Services Request

Dear Mr. Champion,

Please accept this narrative as an explanation for items that fall outside the scope of our original City of Greeley Poudre Trunk Sewer Phase II Contract. Per Change Order No.2, we had estimated the completion of the project to occur by the end of June 2019 based on SAM's initial schedule for utility mapping and potholing of additional utilities that D&M could not field locate as a result of high ground water.

As you are aware, SAM did not deliver work in accordance with the project schedule and we did not receive final utility mapping and potholing data until November 27, 2019. Throughout the SAM delay, the City wanted to keep the design moving forward, so we continued to work on the horizontal and vertical trunk sewer alignment using what information we had from the previous D&M Services utility mapping and potholing data. Once SAM's CAD file was received and data was loaded into the drawings, it was apparent there were some major vertical conflicts between our alignment and several oil and gas utilities. As a result, the trunk sewer vertical alignment had to be modified throughout the entire alignment, and a section of horizontal alignment was adjusted to run diagonally at 95th Avenue and WCR 62-1/4 to clear three (3) major Noble Midstream pipelines. Additional time was also spent coordinating the Noble Midstream oil and gas line crossings with TJ Mansfield of Nobel Midstream. Following our meeting with you and Adam on Friday March 13, 2020 we have gone back through correspondence emails with Trevor at SAM and believe we are due compensation for their delay of the project. We will not bill for the time working with Noble Midstream, which is estimated to be 15-hours at a cost of \$3,045.00. In addition, we have changed to the 2018 rates that the contract price was based upon. The revised additional engineering design for reworking the trunk sewer alignment is 77 hours and a cost of \$12,965.

Our first alignment along 95th Avenue had steeper varying slopes between STA 73+37.61 and STA 88+74.46. The vertical alignment was revised to meet the City's sewer design criteria, so that no sections of sewers would have supercritical flows. On our own time, we redesigned this reach of sewer line using drop manholes, versus extremely deep sewer line depths, so that none of the flows would be supercritical within this reach. Unfortunately, it wasn't until a phone review meeting that we discovered the City would accept supercritical flows within this reach, but the City requested not to exceed a consistent 5 percent slope until transitioning back to a maximum design slope of 0.30 percent, to achieve sub-critical flows. Following another review, the City requested an adjustment of the vertical alignment one last time to provide a depth of cover over the sewer line of 5-6 feet at STA 86+76.71. Per conversations with the City on March 13th, 2020 the City indicated they would share in this cost. As a result, Stantec agrees to split the additional engineering design for the vertical realignments by half which is 19 hours and a cost of \$3,205.

March 31, 2020
Mr. Peter Champion, P.E.
Page 2 of 2

Reference: City of Greeley Poudre Trunk Sewer Phase II Project-Additional Services Request

During the 30 percent constructability review by Connell Resources, it was suggested that the City consider replacing sections of the three existing water transmission mains with fusible PVC to minimize exposure of pipe joints when crossing under the waterlines. On April 18th 2019, the City agreed it would be a good idea to replace the sections individually with fusible PVC pipe and we proceeded to design for and develop a specification for this alternative, however on July 8th, 2019 the City decided that the use of fusible PVC was not necessary. Stantec will split the additional engineering design cost by half which is 9 hours and a cost of \$1,555.

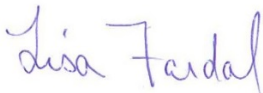
With the project going over in time by approximately 7-months from the estimated completion date of June 30th, 2019 as identified in Change Order No. 2, we have incurred additional project management cost. We have adjusted our time by half for scheduling and invoicing. As a result, we are requesting a budget increase of \$3,478 for additional project management through January 2020.

In summary, we have gone through each of the task shown above adjusted time, billing rates, and cost for what we feel is out of scope items and have reduced the total hours to 87 hours and a cost of \$21,203. We respectfully request your consideration of increasing the Poudre Trunk Sewer Phase II contract by \$21,203 to a net contract amount of \$259,606. We appreciate your consideration of this change.

If you have any questions, please call John Faulkner at (970) 449-8638.

Regards,

Stantec Consulting Services Inc.



Lisa Fardal, P.E.
Project Manager

Phone: (970) 482-4081 ext 638
Fax: (970) 482-6368
john.faulkner@stantec.com

c.

fj v:\2053\active\205305268\management\correspondence\letter_memos\change order 3\revised change order no.3_03_23_2020_jhf.docx



CHANGE ORDER FORM

Project Information

Change Order #:	3	Date:	March 27, 2020
Project Name:	Poudre Trunk Line Phase 2		
Bid Number:	FL18-03-027	Dept/Division:	W&S
Budget Unit #:	4020083083250000	PO #:	18000901
Project Manager:	Peter Champion	Title:	Civil Engineer III

Contractor/Consultant Information

Contractor/Consultant:	Stantec	Phone /Extension:	(970)482-4081
------------------------	----------------	-------------------	----------------------

The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.

See attached **2** sheets with full explanation for the change order.

Compensation to Contractor/Consultant

The original contract sum was:	\$196,000.00
The net change by previous change order was:	\$42,403.00
The contract sum prior to this change order was:	\$238,403.00
The contract sum will be: (See List) Increased	\$21,203.00
The new contract sum, including this change order is:	\$259,606.00
The contract time will be: (See List) Increased	9 months
The new date for project completion is:	April 30, 2020

This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.

This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

Signatures for City Manager

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

Approved as to Substance	Reviewed as to Legal Form
N/A	N/A
City Manager	City Attorney
Certification of Contract Funds Availability	Departmental Certification
N/A	
Director of Finance	Department Director
N/A	
Purchasing Official	Project Manager

Certification of Content by Contractor/Consultant

Representative of Contractor/Consultant	Title

Additional Approval:

Budget **Supervisor** **CPC** **Finance**

Approval Level is City Manager based on cumulative change orders totalling \$63,606 for a total of 32.5%. 74

CHANGE ORDER FORM



Project Information

Change Order #:	3
Project Name:	Poudre Trunk Line Phase 2
Date:	3/27/2020
Project Manager:	Peter Champion

Change Order Justification

Location	City of Greeley
Summary of Change Order	Stantec has incurred additional project costs through the design process requiring a change order for additional costs. The following items lead to the change order costs: Additional services were required by Stantec to meet the new requirements of the Senate Bill 18-167 that required significantly more existing utility locating along the project alignment and adjustments to the design due to conflicting utilities. The second underground utility locating contractor had an initial schedule for completion by June 2019, for utility mapping and potholing. These utilities could not be located by the first utility locating contractor due to the high ground water. The second contractor experienced more challenges and did not deliver work in accordance with the project schedule and Stantec did not receive final utility mapping and potholing data until November 27, 2019. Once utility data was received and data was loaded into the drawings, it was apparent there were some major vertical conflicts between the original alignment and several oil and gas utilities. As a result, the trunk sewer vertical alignment had to be modified throughout the entire alignment, and a section of horizontal alignment was adjusted to run diagonally at 95th Avenue and WCR 62-1/4 to clear three (3) major Noble Midstream pipelines. Additional time was also spent coordinating the Noble Midstream oil and gas line crossings. The original design along 95th Avenue had steeper varying slopes that required drop manholes. The collections operations team preferred the removal of the drop manholes due to the increased labor and maintenance of this infrastructure. The City requested the change in the design to increase sewer slopes in this section and reduced long term maintenance costs. Stantec originally designed the replacement of sections of the three existing water transmission mains with fusible PVC to minimize exposure of pipe joints when crossing under the waterlines. The engineering staff and distribution operations staff requested a design change which eliminated the use of fusible PVC. This change was initiated since it was not necessary and would add additional costs to the project.
Why was this not in original contract?	The design had to be modified due to existing utilities in the route which were discovered once a utility mapping company completed investigations. The project timeline was increased due to the additional work needed for the underground utility contractor to deal with the high ground water.
Budget Impact/Funding	Funds will come from the project Poudre Trunk Line BUN, professional services account BUN# 405-00-830-8325-0000 Professional Services 8229
Impact to project schedule	The project completion schedule is to be extended to April 30, 2020.
Detailed Explanation	This change order will cover additional costs incurred to complete the design along with the additional effort to address the additional utility mapping required to successfully route the sanitary sewer line for future development.



Council has increased the limits for signature authority. Below are the new limits based on CUMMULATIVE change orders:
https://library.municode.com/co/greeley/codes/municipal_code?nodeId=TIT2AD_CH2.07CO_2.07.020APSI

	<=25%			>25%		
	\$50,000.01-			\$50,000.01-		
	<\$50,000	\$100,000	>\$100,000	<\$50,000	\$100,000	>\$100,000
Council						X
City Manager					X	X
City Attorney			X			X
Director of Finance			X			X
Purchasing Official			X			X
Department Director	X	X	X	X	X	X
Project Manager	X	X	X	X	X	X

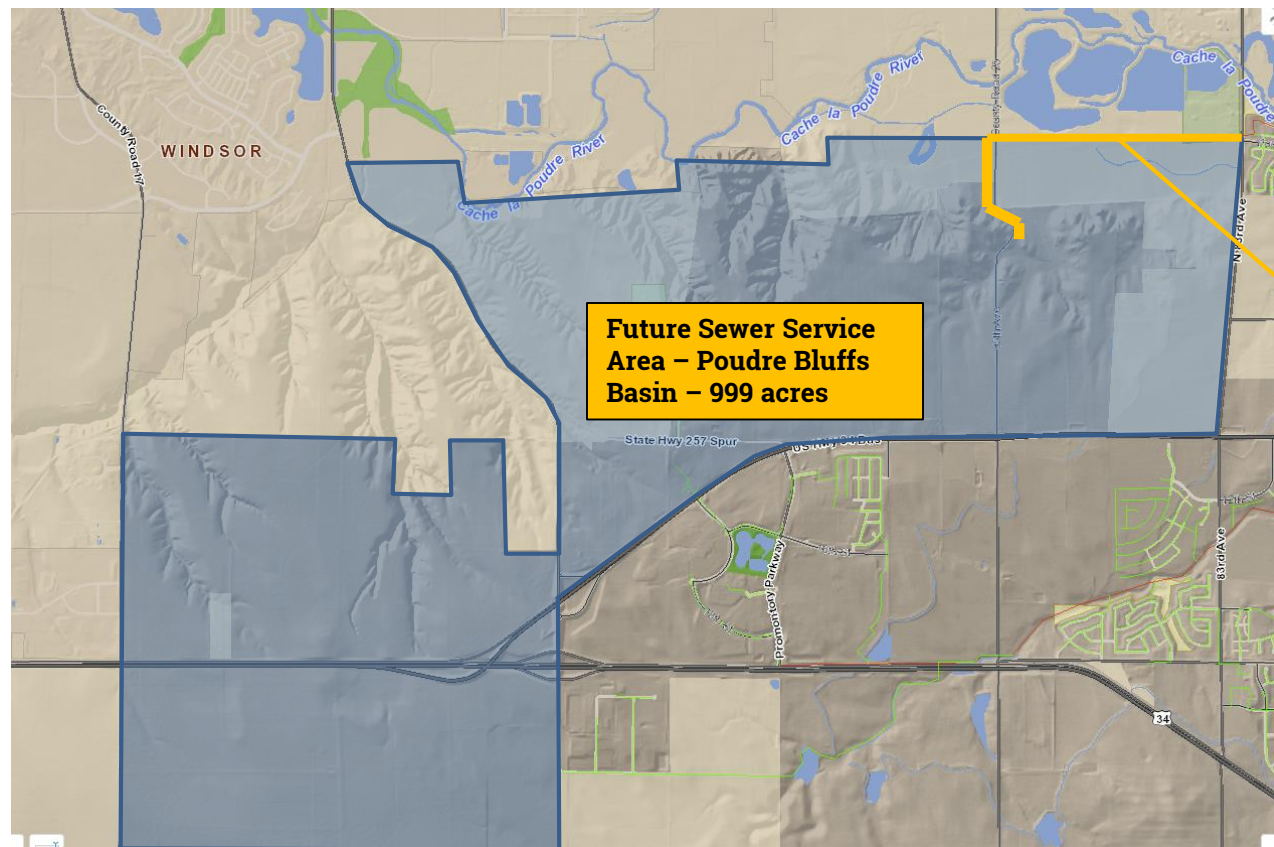
Poudre Trunk Line: Stantec Change Order Approval Request

May 5, 2020

Poudre Trunk Line

- **Poudre Trunk Line**

- **Water and Sewer is requesting the approval of a change order for the design of the Poudre Trunk Sewer Line**
- **The change is in the amount of \$21,203.00, this is Change Order #3 bringing the cumulative change of 32% which is greater than 25%**



**Proposed
Poudre Trunk
Line
Alignment**

Poudre Trunk Line

Poudre Trunk Line

The design of the sewer line had some unforeseen issues:

- **High ground water causing underground locating of utilities to be problematic**
 - **Locates are a requirement of Senate Bill 18-167**
- **Delays from locating contractors due to site issues and high demand for underground locating contractors.**
- **Numerous oil and gas lines discovered in the route of the sewer line.**

Conclusions and Staff Recommendations:

- The Proposed Sewer Trunk Line design is in the final stages. This change order will be the last one required and will bring the project design to completion
- The Water and Sewer Department is requesting that City Council will approve the change order to finalize the project.





QUESTIONS?

Council Agenda Summary

May 5, 2020

Agenda Item Number 15

Title

Pulled Consent Agenda Items

Council Agenda Summary

May 5, 2020

Agenda Item Number 16

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Brittany Hathaway, Planner III, 970-350-9823

Title:

Public hearing and final reading of an ordinance adopting amendments to the Greeley Municipal Code, consisting of Chapter 18.54 – *Signs*, in order to comply with recent Court decisions regarding content neutrality

Summary:

The City of Greeley began regulating signage in 1958. Prior to this time signage was wholly unregulated. The result can be seen in a proliferation of commercial signage in the mid- to late-1950's.

In the years since, the City's Sign Code has evolved, with the most recent substantial update in 2010. There are now dimensional standards based on an applicant's zoning, permanency of the sign, lot frontage, and setback from the right-of-way, among other regulations, including design and materials. These standards ensure fair distribution of signage allowances while maintaining our streetscapes.

Part of keeping the Sign Code current involves ensuring enforceability and legality of its regulatory language. This proposed update does not affect commercial signage nor how the City calculates allowances for permitted signs. Rather, this update focuses on compliance with recent Court decisions regarding content neutrality for non-commercial signage.

In 2015, The U.S. Supreme Court decided *Reed v. Gilbert* (135 S. Ct. 2218). The Court struck down a Gilbert, Arizona ordinance that distinguished between different types of non-commercial signs for content regulation such as ideological, political, and directional. The Court held that "Content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests."

Since this decision, Courts have reviewed sign codes by examining the text to see if any distinction is made among signs based on content. At this time, the ruling only affects non-commercial speech.

In spite of the removal of content-based language, the City will still be able to regulate non-commercial signage based on size, materials, location, height, and other physical attributes to keep with aesthetic standards, while remaining content-neutral in our enforcement. How the City measures and enforces permitted commercial signs, such as wall or freestanding signs, is not proposed to be changed with this amendment.

The Planning Commission heard this item on January 14, 2020, and Council reviewed this item in two worksessions, on March 3 and April 14, reviewing the proposal and providing feedback.

Although Council entertained options for limits on duration, the attached Ordinance and draft Code reflect Council's consensus in the last worksession against imposing any time limits for temporary non-commercial signs. However, the attached draft does reflect changes at the same worksession regarding non-commercial sign allowances based on lot size. Specifically, the draft proposed for adoption includes provisions that add more sign size allowances for all yard and lot sizes, and it provides more lot size categories, as specifically found at Section 18.54.110(a)(7).

Planning Commission has unanimously recommended approval. This item was introduced at the April 21, 2020 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	No
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan

Decision Options:

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance, with attachments

Planning Commission Summary (Staff Report) January 14, 2020

Planning Commission Minutes, January 14, 2020

PowerPoint Presentation

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

CASE NO. CU2019-0001

AN ORDINANCE ADOPTING AMENDMENTS TO THE GREELEY MUNICIPAL CODE, CONSISTING OF CHAPTER 18.54 - SIGNS, IN ORDER TO COMPLY WITH RECENT COURT DECISIONS REGARDING CONTENT NEUTRALITY

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt zoning codes and development standards that continue to align with public values and Council priorities; and,

WHEREAS, recent court rulings have made it necessary to revise the existing Sign code; and,

WHEREAS, amending the Development Code in this manner will update those elements of the Code relative to such court cases and provide for the public interest and further protect the health, safety and welfare of City residents; and,

WHEREAS, the Planning Commission conducted a public hearing to review and consider the proposed changes on January 14, 2020, and recommended their adoption by City Council.

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

Section 1. Portions of the Greeley Municipal Code Chapter 18.54 - Signs - are hereby amended as described in Exhibit A, attached hereto.

Section 2. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Exhibit A

Chapter 18.54
Signs

[THIS IS A SEPARATE DOCUMENT OF THE CODE THAT SHOULD BE ATTACHED
HERE]

Chapter 18.54 - Signs

18.54.010 - Purpose and intent.

- (a) The purpose of this Chapter is to promote, preserve and protect the health, safety and general welfare of the inhabitants of the City by providing reasonable regulations and standards relating to signs. ~~An important function of signage is to assist in the efficient identification and advertisement of business locations, products and services; public facilities; and residential developments. In order to promote efficient identification, it is necessary to set standards which allow each business, public facility or residential development to be reasonably identified. These standards should not only ensure that efficient identification is promoted, but also that signage contributes positively to the City's image, thus enhancing the economic, cultural and social viability of the community.~~
- (b) This Chapter shall be referred to as the "City of Greeley Sign Code." It may also be referred to herein as the "Sign Code."
- (c) The intent of this Chapter is to provide regulations and standards ~~to promote~~ regarding signs, such that:
- ~~(1) — Identify the location of businesses, public places, residential developments and similar establishments and uses;~~
 - ~~(2) — Advertise commercial locations, products and services;~~
 - ~~(3)~~ (1) The signs Visually visually enhance the property on which they are located, adjacent land uses and the overall City;
 - ~~(4)~~ (2) Accommodate flexibility is provided with respect to in the location, dimensions and design of signage, consistent with other intents expressed in this Sign Code;
 - ~~(5)~~ (3) The public is protected from damage or injury caused by poorly designed or maintained signs or distractions and hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs;
 - ~~(6)~~ (4) Signs Are appropriate for the size of street to which they are oriented;
 - ~~(7)~~ (5) Are Signs are appropriate to the type of zoning and land uses to which the signs pertain and ~~minimize~~ any incompatibility between signs and their surroundings is minimized;
 - ~~(8)~~ (6) Are Signs are consistent with other community planning, land use, traffic, building and development standards;
 - ~~(9)~~ (7) Assist This Sign Code assists in the implementation of the City of Greeley Comprehensive Plan goal of fostering attractive design that promotes unique Greeley style; values and priorities and excellence; coordinates and complements historical elements, where appropriate; and supports First Amendment values and Greeley economic development; and

~~(10)~~(8) Signs that are lawfully nonconforming, are induced to come into full compliance with these regulations.

(Ord. 34, 2010 §1)

18.54.020 - Application and installation.

The provisions in this Chapter shall apply to all signage within the City.

(1) It shall be unlawful for any person to erect, place, enlarge, alter, repair or convert a sign in the City except in accordance with the provisions of this Chapter.

(2) All signs require a permit unless specifically exempted, by this Chapter. Fees for sign permits are as established in Chapter 18.10.040 of the Development Code.

(3) Installation. Except for signs not requiring a permit as described in Section 18.54.100, a permit must be obtained from the City prior to installation.

(Ord. 34, 2010 §1)

18.54.030 - Variances and appeals.

(a) Variances to the dimensional standards established in this Chapter shall be administered in accordance with the provisions in Chapter 18.22, Variances, and this Section of this Code. Variances to any other provision of this Chapter shall not be permitted.

(b) Sign variances shall only be granted after a finding of the Zoning Board of Appeals that the application complies with all of the considerations for a variance as specified in Chapter 18.24 and this Chapter of this Code. In addition to the criteria identified in Chapter 18.22, Variances, the Board shall consider, but not be limited to, the following factors as applicable in granting a variance:

(1) Historic value as determined by the Historical Preservation Commission;

(2) Architectural integrity;

(3) Any variance granted shall be the minimum needed to accommodate or alleviate the difficulty or hardship involved;

(4) A variance is necessary to accommodate an unusual or atypical lot configuration or physical aspect of the site which makes a reasonable use of the property unreasonable without a variance;

(5) Any difficulty or hardship constituting the basis for a variance shall not be created by the party seeking the variance, nor shall it be due to or a result of the general conditions in the area;

(6) Granting the variance is necessary to alleviate a health or safety issue related to the site;

(7) Granting the variance is consistent with the Comprehensive Plan, area and/or neighborhood plans, or may achieve a better result in meeting the intent of the plan objectives than if the codes were strictly applied.

(c) Sign variances shall not be transferable to a new location on the property unless first approved in writing by the Community Development Director that the changed location on the site substantially complies with the conditions of the original variance. Changes to a sign that received a variance, with the exception of changes in sign text or copy that do not result in any structural changes to the sign, shall require compliance with all applicable provisions of this Code.

(d) Any sign variance which was in effect and applied to an installed sign still in place prior to the adoption of this Code, as amended, may be continued under the provisions of that variance until a change to a sign is requested, at which time a new variance shall be applied for or the sign shall comply with all applicable provisions of this Code.

(e) Appeals shall be conducted under the provisions of Chapter 18.24, Appeals.

(Ord. 34, 2010 §1)

18.54.040 - Enforcement.

(a) Enforcement of the provisions of this Chapter shall be by the Community Development Director or her or his designee in accordance with Section 1.33 of the Municipal Code.

(b) ~~Public~~ Right-of-way - illegal or unauthorized sign.

(1) In addition to all other enforcement authority available to the City, the City may also remove or cause to be removed any illegal or unauthorized sign from the public right-of-way without notice to any party. The cost of removal as may be assessed by the City is the responsibility of the owner of the sign or, if unknown, the owner of the property.

(2) The City shall have the authority to dispose of all unauthorized or illegal signs removed from the public right-of-way without notice to the owner of such signs. The cost of removal and storage of removed signs as may be assessed by the City shall be the sole responsibility of the owner of the sign.

(c) Private Property – illegal or unauthorized sign. The property owner or resident of the property may ~~also~~ remove signage that is unauthorized or illegal.

(Ord. 34, 2010 §1)

18.54.050 - Definitions and interpretations.

(a) Definitions. The following words, terms and phrases used in this Chapter shall have the following meanings:

Abandoned sign:

(1) A sign or sign structure and components, for which no legal owner can be found; and/or

(2) A sign and structure which are used to identify or advertise a business, tenant, owner, product, service, use, event or activity that has not been located on the premises for a period of ninety (90) consecutive days or longer.

Address sign shall mean a type of required sign that displays the address of a building or property, as required by the applicable fire and/or building code. ~~Address sign shall mean signs that give only the address or name of a building or residence, without reference to, or inclusion of, the name or logo of a product sold, or service performed on the lot or in a building or structure, or name of the business enterprise occupying the property.~~

Advertise shall mean to attract attention to a business, product, service, use or event with a sign, display item or other device, such as flags, pennants, air driven devices and lights.

Animated sign (see *Flashing or animated* or *Imitating sign* ~~sign~~ sign).

Art shall mean all forms of original creations of visual art, including but not limited to sculpture; mosaics; painting, whether portable or permanently fixed, as in the case of murals; photographs; crafts made from clay; fiber and textiles; wood; glass; metal; plastics; or any other material or any combination thereof; calligraphy; mixed media composed of any combination of forms or media; unique architectural styling or embellishment, including architectural crafts; environmental landscaping; or restoration or renovation of existing works of art of historical significance. Works of art are not intended to be used for commercial advertising purposes.

Awning shall mean a framed exterior architectural feature, attached to and supported from the wall of a building and/or held up by its own supports, which provides or has the appearance of providing shelter from the elements to pedestrians, vehicles, property or buildings.

Awning, internally illuminated shall mean any transparent or translucent backlit awning or awning lettering which transmits light from within the awning to the outside surface of the awning.

Awning sign shall mean a sign that is mounted or painted on or attached to an awning.

Backing shall mean the background area of a sign, which differentiates the total sign display from the background against which it is placed.

Banner shall mean a sign applied to flexible materials (e.g., cloth, paper or fabric of any kind) with no enclosing framework.

Beacon (see *Searchlight, strobe light or beacon*).

~~*Billboards and bus bench/shelter sign* (see *Off-premises advertising device*).~~

Building appurtenance shall mean the visible, functional or ornamental object accessory to and part of a building.

Building frontage, principal shall mean the horizontal linear dimension which is designated as the primary façade of that portion of a building occupied by a single use or occupancy.

Building frontage, secondary shall mean that dimension of a building abutting a public right-of-way other than the principal building frontage.

Building signs shall mean signs that are attached to and supported by a building; whether the wall, window, or roof of building.

~~*Business identification sign shall mean a sign giving the name, nature, logo, trademark or other identifying symbol of a business, and which may also include the address of the business.*~~

Candela is a unit of luminous intensity, defined as the luminous intensity of a source that emits monochromatic radiation of frequency 540×10^{-12} Hertz and that has a radiant intensity of 1/683 watt/steradian, and adopted in 1979 as the international standard of luminous intensity.

Canopy shall mean a roofed structure for the purpose of shielding pedestrian walkways or driveways which service operations or equipment, such as with a gas station or bank drive-up facility.

Center line (of public right-of-way) shall mean a line running midway between the bounding right-of-way lines of a street or alley. For the purposes of signage calculation, the center line shall mean the apparent center line of the road determined by finding the point midway between the outer edges of the road surface.

Changeable copy sign (also known as a *marquee sign*-) shall mean a sign designed to allow the changing of copy as with individual letters through manual means, without altering the sign backing or structure in any such way.

Channel letters, individual letters, raceway and-or channel sign shall mean individual letters, flat cutout letters, or symbols constructed to be applied singly in the formation of a wall sign or a freestanding sign.

Clear vision zone or area shall mean that area within which the City requires an unobstructed line of sight necessary for most drivers stopped at an intersection to see an approaching vehicle, pedestrian or bicyclist to avoid a collision.

~~*Commemorative sign* shall mean a sign, tablet, cornerstone or plaque memorializing a person, event, structure, site or landmark and not used to advertise a product, service or activity.~~

~~*Commercial or industrial development identification sign* shall mean an on-premises sign for identifying a commercial or industrial development, park or subdivision.~~

~~*Community event sign* shall mean a sign that provides information relating to any community event sponsored by a nonprofit group or agency.~~

~~*Contractor sign* shall mean a sign naming those engaged in the design, financing or construction on the property where the sign is located.~~

Cornerstone shall mean a stone forming a part of a corner or angle in a wall that provides building identification.

Day shall mean a calendar day.

~~*Directional on-site* shall mean signs that direct the movement or placement of pedestrian or vehicular traffic on a lot without reference to, or inclusion of, the name or logo of a product sold or services performed on the lot or in a building, structure or business enterprise occupying property, such as "welcome," "entrance," "exit," "restrooms," "parking," "loading area" and "drive-thru."~~

~~*Directory sign* shall mean a sign listing the names, uses or locations of the various businesses or activities conducted within a building or group of buildings, that is centrally located and intended to provide on-site directions and not legible off-site.~~

Dissolve shall mean a mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

187 ~~*Election sign* shall mean a sign related to public election.~~

188 *Electronic message display* shall mean a sign capable of displaying words, symbols, figures or images
 189 that can be electronically or mechanically changed by remote or automatic means.

190 *Exposed incandescent or high intensity discharge lighting* shall mean any sign or portion of a sign
 191 that utilizes an exposed incandescent or high intensity lamp, with the exception of neon.

192 *Fade* shall mean a mode of message transition on an electronic message display accomplished by
 193 varying the light intensity, where the first message gradually reduces intensity to the point of not
 194 being legible and the subsequent message gradually increases intensity to the point of legibility.

195 *Figure* shall mean outline, shape or pattern of numbers, letters or abstract images.

196 *Flag* shall mean a finished piece of flexible material designed to be attached to or ~~designed to be~~
 197 flown from a flagpole or similar device, and which ~~may typically (but not necessarily)~~ displays the
 198 name, insignia, emblem or logo ~~of representing any~~ a nation, state, municipality, civic group, idea,
 199 sports team, or other commercial or noncommercial organization (see also *Pennants*).

200 *Flashing or animated* shall mean signs or lighting with flashing, blinking, moving or other animation
 201 effects, or that give the visual impression of such movement by use of lighting, or intermittent
 202 exhibits or sequential flashing of natural or appearance of artificial light or colors, including those
 203 signs that rotate, revolve, spin, swing, flap, wave, shimmer or make any other motion, or illusion of
 204 motion, or which imitate official governmental protective or warning devices (see *Imitating sign*).

205 *Frame (EMD)* shall mean ~~a complete, static display screen on the content (images, text, background~~
 206 colors, etc.) that is displayed on an electronic message display at a fixed point in time.

207 *Frame effect* shall mean a visual effect that is used on an electronic message display ~~applied to a~~
 208 ~~single frame~~ to attract the attention of viewers by displaying modified versions of a frame (e.g.,
 209 changes in brightness, contrast, color, perspective, or content elements) in succession, providing
 210 the effect of animation or transition (e.g., fade or dissolve).

211 *Freestanding sign* shall mean a sign which is not attached to a building. A freestanding sign shall
 212 include, but is not limited to, a pole, monument, a canopy and freestanding wall sign. A sign that
 213 extends more than four (4) feet from a wall but is attached and/or is part of a canopy, or an awning
 214 shall be considered a freestanding sign.

215 *Freestanding wall or fence* shall mean either a wall that is not attached to a building, or a wall
 216 attached to a building that projects more than four (4) feet beyond the exterior wall of the habitable
 217 portion of the building.

218 *Frontage lot/property* shall mean that portion of a lot that is directly adjacent to a public street.

219 *Ghost sign* shall mean old hand-painted signage that has been preserved on a building for an
 220 extended period of time, whether by actively keeping it or choosing not to destroy it.

221 *Grade* shall mean the average elevation of the finished surface of the ground, paving or sidewalk
 222 with a radius of five (5) feet from the base of the structure.

223 *Graphic* shall mean drawings, decals, paint or illustrations.

Ground kites are freestanding frames usually covered with flexible fabric and designed to be animated by the wind to attract attention. Ground kites may also be referred to as “feather flags” or “teardrop flags.”

Historic sign shall mean a sign that has been officially designated as a historic landmark.

Holiday decoration shall mean temporary decorations, lighting or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious or commonly celebrated holiday, ~~and which contain no commercial message.~~

Human sign shall mean a person carrying or wearing a sign.

~~*Ideological sign* shall mean a sign which is not used for the purpose of advertising, identifying or announcing any commercial product, goods, establishment, facilities or services and which conveys ideas, philosophy or religious or political views not related to a specific election.~~

Illumination shall mean the use of artificial or reflective means for the purpose of lighting a sign.

Imitating sign shall mean signs which purport to be, are an imitation of, or resemble an official traffic sign, signal or equipment which attempt to direct the movement of pedestrian or vehicular traffic using the words such as "Stop," "Danger" or "Caution" to imply a need or requirement to stop, or a caution for the existence of danger, such as flashing red, yellow and green (see *Flashing or animated sign*).

Incidental sign shall mean ~~nondescript~~ signs, emblems or decals attached to a building or permanent structure ~~informing the public only of those facilities or services available on the premises, such as a credit card sign, or a sign indicating hours of business~~ that are less than 80 square inches in sign area, and not applied in a cumulative manner so as to circumvent the provisions of this Sign Code.

Indirect lighting shall mean reflected light or lighting directed toward or across a surface.

Individual letters (see *Channel letters*).

Inflatable sign or *inflatable object* shall mean any object filled with air or other gas, whether sealed (e.g. balloons) or driven by a fan (e.g., “sky dancers”), ~~including balloons, which characterize a commercial symbol or contain a message~~ is intended to attract attention from adjacent properties or rights-of-way.

Internal illumination shall mean a light source that is contained within the sign itself, or where light is visible through a translucent surface.

Joint ~~identification~~-sign shall mean a sign, structure or surface which serves as a common or collective ~~identification medium~~ for display of messages by two (2) or more ~~uses occupants of on~~ the same ~~premises property~~ (see *Multi-tenant sign-sign*).

Kiosk shall mean a freestanding structure upon which temporary information, such as ~~and/or~~ posters, notices, or ~~and~~ announcements, are posted.

Leading edge shall mean the point of a sign, including its support structure, nearest to the public road right-of-way.

Legally nonconforming signs are signs which were lawfully constructed and erected prior to the most recent enactment of this Chapter and have been maintained as a sign, but which no longer comply with the provisions of this Chapter as amended.

Legible shall mean a sign capable of being read with certainty without visual aid by a pedestrian of normal visual acuity from a specified vantage point (or if no vantage point is specified, from the adjacent street right-of-way or adjacent private property).

Maintenance of a sign shall mean cleaning, repairing, painting or replacement of defective parts in a manner that does not alter the dimension, material or structure.

Menu board shall mean a permanently mounted sign ~~which lists the products or services available~~ at a drive-in or drive-thru facility ~~and that is~~ not legible from the adjacent street right-of-way.

Monument sign shall mean a freestanding sign supported primarily by an internal structural framework or other solid structure features where at least sixty percent (60%) of the base of the sign is in contact with the ground.

Multi-tenant sign shall mean a sign which displays messages for two (2) or more tenants of a multi-tenant property. ~~*Multi-tenant sign shall mean a sign which serves as a common or collective identification for two (2) or more uses on the same premises (see Joint identification sign).*~~

~~*Mural* shall mean a graphic displayed on that is painted on or otherwise applied directly to the exterior wall of a building, generally for the purposes of decoration or artistic expression, including but not limited to painting, frescoes or mosaics, with the exception that any portion of the mural that references the business name, logo, words, text or brand-specific merchandise shall be considered a sign.~~

~~*Nameplate sign* shall mean a door entrance sign indicating the name and address of a building or the name of an occupant.~~

Neon shall mean a sign illuminated by a light source consisting of a neon or gas tube that is bent to form letters, symbols or other shapes.

Nits shall mean a unit of measurement of luminance, or the intensity of visible light, where one (1) nit is equal to one (1) candela per square meter.

~~*Noncommercial sign* (see also *Residential complex, subdivision or residential identification sign*).~~

Nonconforming sign (see *Legally nonconforming signs*).

Off-premises advertising device shall mean a sign or device that advertises a business establishment, good, facility, service or product which is not sold or conducted on the premises on which the sign or device is located, and which may be designed to change copy on a periodic basis.

On-premises sign shall mean a sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

Parapet wall shall mean an extension of the fascia wall above the roofline, which appears contiguous architecturally.

Pennants shall mean any long, narrow, usually triangular flag typically made of lightweight plastic, fabric or other material, ~~and not containing a message, image or representative symbol,~~ usually found in a series on a line and designed to move in the wind.

Permanent sign shall mean a sign attached to a building, structure, or the ground in a manner that precludes ready removal or relocation of the sign.

Permitted sign shall mean a sign having a legal permit issued in accordance with the provisions of this Chapter.

Pole or Pylon sign shall mean a freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or base structure (other than a footer). ~~*Pole sign* shall mean a sign that is affixed, attached or mounted on a freestanding pole or structure that is not itself an integral part of or attached to a building or structure.~~

Portable sign shall mean a sign that is not permanently affixed to a building, structure or the ground and that is easily moved, such as a sandwich board sign.

Premises shall mean the land, site or lot at which, or from which, a principal land use and activity is conducted.

~~*Private sale or event sign* shall mean a sign that provides information relating to a sale or event being held by an individual or group of individuals on private property, which may include, but not be limited to, a garage or yard sale.~~

~~*Prohibited activities sign* shall mean signs located on a property posting said property for warning or prohibition, such as "no hunting," "no swimming" or "no parking."~~

Projecting wall sign shall mean any sign attached to a building and that extends more than twenty (20) inches from the surface to which it is attached, but no more than four (4) feet from the wall of the building. Signs projecting more than four (4) feet from the building shall be considered freestanding signs.

~~*Public affairs sign* shall mean a sign erected and maintained by or on behalf of the government for civic purposes.~~

Public sign shall mean a sign erected and maintained by or on behalf of the City or a governmental entity that is not subject to the City's jurisdiction, on property owned or controlled by the City or governmental entity; or a sign that is required or specifically authorized for a public purpose by any law, statute, ordinance, resolution, or approved development plans, including way-finding signs installed by a governmental entity within the public right-of-way, traffic control devices; public notices, and the like. ~~*Public sign* shall mean a sign required or specifically authorized for a public purpose by any law, statute or ordinance, including public directional signs on the right-of-way; signs which identify the City by name; signs that direct travelers to public buildings, parks or attractions; interpretative signs; way-finding signs, Municipal Uniform Traffic Control devices; and the like.~~

~~*Real estate model home sign* shall mean a sign identifying a model home within a subdivision and/or a temporary real estate sales office.~~

~~*Real estate open house sign* shall mean a sign indicating that a building or portion of a building is available for inspection by prospective buyers or renters.~~

~~*Real estate sign* shall mean a sign on the offered property which advertises the sale, rental or lease transfer or exchange of the premises upon which said sign is located.~~

Required sign means a sign that is required to be displayed on private property by an applicable law (e.g., a sign displaying the address of property as required by the building code, signs required by the Occupational Health and Safety Act, etc.)

~~Residential complex, subdivision or residential identification sign shall mean an on-site sign that identifies a specific residential complex or subdivision.~~

Roof sign shall mean a sign that is mounted on the roof of a building or structure, such as a portico, which is wholly dependent upon a building for support and which projects above the parapet of a building with a flat roof or above the peak of the roof of that portion of the roof on which the sign is placed.

Searchlight, strobe light or beacon shall mean a stationary or revolving light that flashes or projects illumination, single color or multicolored, in any manner that is intended to attract or divert attention; excluding any device required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Sight distance (see *Clear vision zone or area*).

Sign shall mean any device, surface, object, structure, building architecture or part thereof using graphics, symbols or written copy for the purpose of advertising, identifying, or announcing or drawing attention to any establishment, product, goods, facilities, services or ideas, whether of a commercial or noncommercial nature.

Sign allowance shall mean the amount of signage that is allowable under the provisions of this Chapter.

Sign alteration shall mean any change of copy (excluding changeable copy signs), sign face, color, size, shape, illumination, position, location, construction or supporting structure of any sign.

Sign area shall mean the entire face of a sign and any backing, frame, trim or molding, and which may include the supporting structure.

Sign backing shall mean the surface, pattern or color of which any sign is displayed upon, against or through and that forms an integral part of such display and differentiates the total display from the background against which it is placed.

Sign face shall mean the area of the sign on which the copy is placed, or, for individual cutout letters, painted letters, channel letters or symbols, the perimeter of the individual elements shall be considered the area of the sign.

Sign frame shall mean a sign cabinet or that portion of the sign that holds the sign face in place.

Sign height shall mean the vertical distance measured from the grade, as defined herein, to the highest point of the sign or sign structure.

Sign, interior to a building shall mean signs inside buildings that are not legible from the public right-of-way.

Sign, interior to development shall mean any sign that is located so that it is not legible from any adjoining property or the public right-of-way and not oriented in such a way as to attract the attention of those traveling along the right-of-way.

Sign permit shall mean a permit issued by a Building Official and which is required for any sign specified under Section 18.54.060.

Sign separation shall mean the distance or spacing between individual signs, whether they are on the same structure or on separate structures, as measured by a straight line.

Sign setback shall mean the minimum distance required from the apparent centerline of the right-of-way to any portion of a sign or sign structure.

Sign structure shall mean the supports, uprights, bracing or framework of any structure for the purposes of displaying a sign.

Site sign shall mean a temporary freestanding sign constructed of vinyl, plastic, wood or metal and designed or intended to be displayed for a short period of time on a construction project.

Sky dancers shall mean freestanding tubes which often simulate the shape of a person into which air is forced to inflate and animate and which do not characterize a commercial message or contain a message.

Symbol shall mean a graphic device which stands for a concept or object.

Teardrop sign (see Ground kites).

Temporary sign shall mean any sign not intended for permanent installation, such as, but not limited to, a yard sign, site sign, banner, balloon, pennant, searchlight or beacon. ~~Generally, these signs are intended to be used for a limited period of time or for a purpose announcing a special event or presenting other miscellaneous or incidental information or instructions.~~

~~*Time or temperature sign* shall mean a sign or portion thereof on which the only copy that is capable of being changed is an electronic or mechanical indication of time and/or temperature.~~

Transition shall mean a ~~visual~~ frame effect used on an electronic message display to change from one (1) message to another.

Vehicle signs shall mean signs which are attached to or located on licensed vehicles, trailers or semi-trailers and contain or display signage for the primary purpose of advertisement, excluding bumper stickers on the bumper, and similar-sized adhesive decals.

Wall sign shall mean a sign attached parallel to and extending less than twenty (20) inches from the wall of a building, fence or freestanding wall. Wall signs shall include painted, individual letter, cabinet signs and those signs located below the peak of the roof of a building which are not specifically defined as roof signs.

Wind sign (see *Pennants* , *Ground kites* and *Sky dancers*).

Window sign shall mean any signage or graphics applied directly to a window surface or any sign hanging within twelve (12) inches of the interior surface of a window, or which is clearly evident through a window and oriented to attract the public on to the premises.

Yard sign shall mean a temporary portable sign constructed of paper, vinyl, plastic, wood, metal or other comparable material, and designed or intended to be displayed for a short period of time.

(b) Interpretation. This Sign Code is not intended to, and does not restrict speech on the basis of its content, viewpoint, or message. No part of this Sign Code shall be construed to favor commercial speech over non-commercial speech. Messages may be changed without the need for any approval or permit, provided that the size and structure of the sign are not

altered. To the extent any provision of this Code is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message

(Ord. 34, 2010 §1)

18.54.060 - Sign permits.

- (a) The Building Official shall be responsible for issuing all sign permits once approved by the Planning Division staff, which shall be responsible for reviewing all sign permits for compliance with this Code.
- (b) A sign permit shall be required for all signs unless exempted from the provisions of this Chapter. The replacement, repair or major alteration of a sign shall require a new sign permit.
- (c) The following information shall be submitted for a sign permit:
 - (1) Completed sign permit application signed by the property owner, tenant and/or licensed sign contractor, which shall include the following:
 - a. The name, address and telephone number of the property owner, business owner or licensed sign contractor;
 - b. The location, by street address, of the proposed sign; valuation of proposed work; and
 - c. The zoning district in which the property is located. An affidavit (sworn statement) of notice to the property owner is required, if submitted by a business owner or contractor.
 - (2) Plans for the proposed sign, including but not limited to:
 - a. For each sign:
 - 1. Scaled drawing of sign elevation, including area to be occupied by lettering, symbols or images, with dimensions; sign type; method of illumination, construction materials; projection or depth of sign cabinet;
 - 2. Site plan showing the adjacent streets and location of property lines;
 - 3. Plans showing the scope and structural detail of the proposed work, including details of structural connections, guidelines, supports and footings, and materials to be used;
 - 4. An inventory of all existing signs located on the property (a tenant may provide this information for the lease holder area only) related to the specific business that will remain and be removed, including location, dimensions, height and types of sign; and
 - 5. If reasonably known, identify any signs that are nonconforming, have received a variance, have utilized a nonconforming one-time change

rule, have combined two (2) smaller signs into one (1) larger sign, or have utilized any bonuses.

b. For wall signs: scale drawing with building dimensions, the square footage for each tenant and the total square footage for the building; elevations showing the sign location, facade dimensions and roof lines.

c. For freestanding signs: scale drawing of site layout including sign location, property lines, setbacks, adjacent public right-of-ways, street names, buildings and improvements, parking areas, drive aisles and landscaped areas in the vicinity of the proposed sign; dimensions of the sign and its support structure and members; and proposed height of the sign.

(3) An indication of application for electrical permits for all electric signs; when applicable, such permits will be issued separately through the Building Inspection Division.

(4) Other information, as required by the City, to ensure a complete and comprehensive review of the proposed sign.

(Ord. 34, 2010 §1)

18.54.070 - Reserved.

Editor's note— Ord. 43, 2016 , §1, adopted Dec. 20, 2016, repealed § 18.54.070, which pertained to sign contractor license and derived from Ord. 34, 2010 §1.

18.54.080 - General provisions.

(a) Written Interpretations. The Community Development Director shall be responsible for interpretation of this Chapter. Appeals to interpretations by the Community Development Director shall be subject to the provisions of Section 18.54.030, Variances and Appeals (see Section 18.24 of the Development Code).

(b) Sign Classification. If the provisions within this Chapter do not identify a particular type of sign, or if a sign may be classified under two (2) or more definitions, the sign shall be classified according to that description which most specifically describes it and which furthers the purposes of this Chapter.

(c) Interior to a development signs not legible beyond the boundaries of the property on which they are located and which are not intended to attract off-site attention shall not be counted for the purpose of zoning regulations toward signage calculations, except window signage that exceeds twenty-five percent (25%) of the window area. Any sign constructed interior to the development may be subject to building permit provisions.

(d) Primary structure required. With the exception of ~~real estate, election, ideological and prohibited activities~~ required and temporary signs, signs shall not be permitted unless there is a primary structure on the parcel.

(e) Other Code requirements. All signs within the City shall comply with the adopted building and electrical codes, Model Traffic Code, Historic Preservation and other codes and

ordinances as adopted by the City. All electric signs shall comply with and bear independent testing laboratory labels. In the event of any conflict between any of these codes or ordinances and this Chapter, the more restrictive provision shall apply.

- (f) Trees and shrubs. No person may, for the purposes of increasing or enhancing the visibility of any sign, damage, destroy, trim or remove any trees or shrubs located within the public right-of-way or as per an approved use by special review, design review or any other land use zoning permit unless the work is done pursuant to written authorization of the Community Development Department.
- (g) Signs in right-of-way. Except as otherwise permitted elsewhere in this Code, no signs other than regulatory signs are allowed in the public right-of-way except as provided by a right-of-way revocable sign permit.
- (h) Consistent and complementary. All signs installed after the adoption of the ordinance in this Chapter shall be designed to be consistent and compatible with the character of the principal buildings to which the signs relate, including the use of similar or complementary colors and materials in the design and construction of signs and its surroundings.
- (i) Sign lighting. Signs may be internally illuminated, backlit or illuminated by down-lighting or by ground-mounted light fixtures that illuminate only the sign face and base and shall conform to the following:
 - (1) Illuminated signs on the C-D, H-A and all residentially zoned properties or illuminated signs on commercial or industrial zoned properties immediately adjacent to residentially zoned properties shall either have an opaque background and translucent letters or letters without background lighting;
 - (2) In no case shall sign lighting create more than one-tenth (0.1) foot candle impact on habitable residential uses in residentially zoned areas;
 - (3) Neon lighting shall only be permitted within the [graphics \(e.g., logos or images\) or lettering](#) ~~or logo~~ of a sign;
 - (4) Illumination of the sign face by down-lighting or ground mounted light fixtures shall not exceed fifty (50) foot-candles as measured on the sign face; and
 - (5) Flashing or strobe lighting shall not be permitted, whether used as part of a sign or to draw attention to a site or location.

(Ord. 34, 2010 §1)

18.54.090 - Sign measurements and orientation.

- (a) The following rules shall apply to the measurement of signs in all zoning districts:
 - (1) The area of a sign is measured by determining the total sign face, which includes the backing and the frame of the sign.
 - (2) The area of a sign shall be measured utilizing a single, continuous rectilinear perimeter of not more than twelve (12) straight lines, the extreme limits of writing, representation, lines, emblems or figures contained within all modules, together

with any air space, materials or colors forming an integral part or background of the display or materials used to differentiate such sign from the structure against which the sign is placed. For replacement of existing signs, the applicant may choose to utilize an exact calculation of sign area in lieu of this requirement.

- (3) A freestanding sign area and its support structure may be equal in size to one and one-half ($1\frac{1}{2}$) times the maximum-sized sign allowance at that location. The base of a monument sign shall not be counted as part of the calculation, provided that:

- a. The base does not account for more than one-third ($1/3$) of the combined area of the sign face and the base; and
- b. At least sixty percent (60%) of the bottom edge of the sign, including its supports and structure, has contiguous contact with the ground. Where the base has an unusual shape, such as circular or diamond-shaped, the bottom of the base shall be determined by measuring at a point that is one-third ($1/3$) of the distance from the ground to the top of the base; and
- c. Any portion of the base that contains signage will be counted, with the exception of a numeral address that is clearly incidental to the sign.

- (4) The area of a sign which has multiple sign faces not parallel to the right-of-way, such as V-shaped, triangles or cubes, shall be calculated using the total of all faces which may be viewed at the same time from the public right-of-way or adjacent property.

- (5) All writing, representations, emblems or figures forming an integral part of a display used on an awning to identify, direct or attract the attention of the public shall be considered to be a sign for the purposes of measurement.

- (6) Internally illuminated awning signs that are translucent, with backlighting, shall include the entire area of the awning in the calculation of the sign area (see also Subsection 18.54.140(a)).

- (b) The height of a sign shall be determined by measuring the vertical distance from the adjacent grade to the highest point of the sign or sign structure. For purposes of this section, "grade" as a point of measure shall mean either of the following, whichever yields a greater sign height:

- (1) The elevation of the highest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is less than a ten-foot difference between the highest and lowest ground surfaces within a five-foot horizontal distance from said sign (see Figure 18-38); or

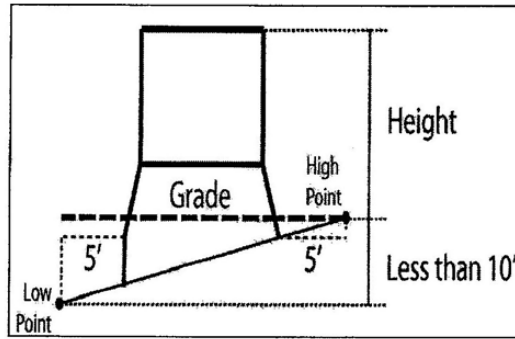


Figure 18-38

- (2) An elevation ten (10) feet higher than the lowest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is greater than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said sign (see Figure 18-39).

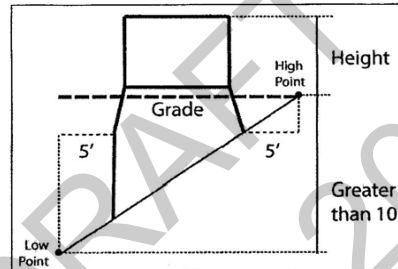


Figure 18-39

- (c) The determination of sign orientation shall be as follows:
- (1) The orientation of a freestanding sign is to the nearest public right-of-way to which it is perpendicular or parallel;
 - (2) The orientation of a wall sign is to the nearest street with the highest traffic volume;
 - (3) The orientation of a projecting wall sign is to the nearest street with the highest traffic volume and to which the sign is most nearly perpendicular;
 - (4) The orientation of all other signs, including canopy signs, shall be to the nearest public right-of-way; or
 - (5) The principal orientation of any sign shall be determined by the Administrative Official in accordance with the standards in this Chapter, street classification and the intent of the Code.

(Ord. 34, 2010 §1)

18.54.100 - Sign setbacks.

The minimum distance required between the apparent centerline of the right-of-way and any portion of a sign or sign structure. Where the property is adjacent to a frontage road, the centerline of the highway to the leading edge of the sign is used to determine setback (i.e., frontage road is disregarded for calculation of the setback). (See Figures 18-40 and 18-41.)

Figure 18-40: Typical Centerline

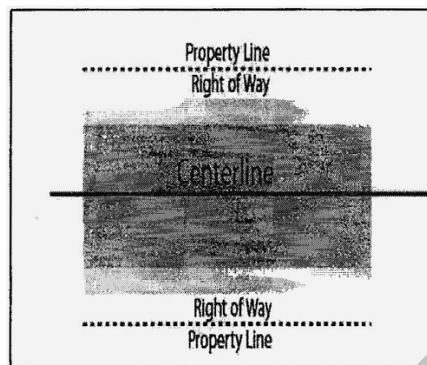
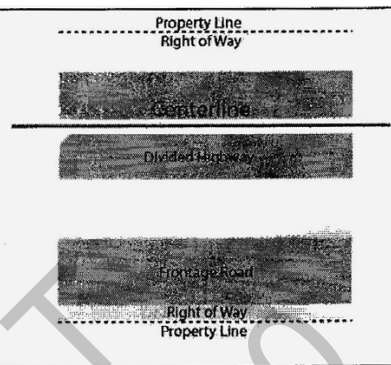


Figure 18-41: Centerline with frontage road



18.54.110 - Signs not requiring a sign permit.

- (a) Any sign listed in this Section shall not require a sign permit if the sign complies with the provisions of this Section. Except as may be required under the adopted building and electrical codes, such signs shall not require a sign permit and are allowed. Signs that exceed these provisions for size ~~or usage or sign area~~ shall require a sign permit as provided for in Section 18.54.140.

- (1) ~~Address-Required signs. Two (2) address signs are allowed in the H-A, C-D and all residentially zoned properties per lot or building per street frontage, each with a maximum size of two (2) square feet. In all other zoning districts, one (1) address sign is allowed per structure or store front with a maximum of five (5) square feet in size or two (2) signs which, combined, total five (5) square feet in size. (An address may also be placed upon a monument sign base).~~
- (2) Change of copy. Once a structure receives legally conforming status from the City, the sign copy may thereafter be changed without a permit. All other copy changes, such as painted signs or channel lettering, shall require a sign permit.
- (3) Changeable copy. Where a sign frame or structure has been approved as a changeable copy sign, subsequent changes of copy only shall not require a permit.
- ~~(4) Commemorative sign. One (1) sign up to ten (10) square feet in size is allowed per lot.~~
- ~~(5) Temporary signs associated with approved temporary uses under Section 18.53.050, provided that the schedule for display and removal of the signs is set out in the temporary use permit. Community event sign. With the exception of banners~~

administered by the City over public rights-of-way, off-site community event signs are allowed with the following limitations:

- ~~(6)~~ — The total on-site community event signage per property shall be determined at a rate of one (1) square foot of signage for every four (4) linear feet of building frontage to which the sign is attached. If the site does not contain a building, the site will be allowed up to one (1), six (6) square feet in size sign per lot frontage. All community event signs shall not exceed five (5) feet in height;
- ~~(7)~~ — Off-site community event signs are allowed to be six (6) square feet in size and up to five (5) feet in height;
- ~~(8)~~ — Community event signs shall be displayed no more than forty-five (45) calendar days before and five (5) calendar days after the event;
- ~~(9)~~ — No more than fifteen percent (15%) of the sign can display a sponsor name and/or logo; and

Banners may be a maximum of one hundred twenty (120) square feet in size and may be displayed for City-authorized community events or public service announcements over City rights-of-way and as approved, installed and administered by the City.

~~(10)~~ (4) Contractor-Construction Site sign. Up to three (3) ~~contractor~~-site signs per street frontage are allowed as follows:

- a. ~~Contractor~~-Construction Site signs on H-A, C-D and all residentially zoned properties shall not exceed seven (7) square feet of sign area per face and five (5) feet in height. Properties greater than two and one-half (2½) acres are allowed up to one (1) thirty-two-square-foot sign.
- b. ~~Contractor~~-Construction Site signs on nonresidential zoned properties with less than two hundred (200) feet of lot frontage shall not exceed twenty-four (24) square feet of sign area per face and eight (8) feet in height;
- c. ~~Contractor~~-Construction Site signs on nonresidential zoned properties greater than two hundred (200) feet and less than five hundred (500) feet of frontage shall not exceed thirty-two (32) square feet of sign area per face and eight (8) feet in height;
- d. ~~Contractor~~-Construction Site signs on nonresidential zoned properties with greater than five hundred (500) feet of frontage shall not exceed sixty-four (64) square feet per sign face and ten (10) feet in height; and
- e. The sign may be displayed no more than forty-five (45) calendar days before and forty-five (45) calendar days after the completion of construction.

~~(11)~~ (5) Cornerstone sign. A cornerstone may be up to a total of four (4) square feet in size.

~~(12)~~ (6) Directional on-premises sign. A property may have any number of directional on-premises signs sufficient to safely direct customers to key locations; however each shall not exceed six (6) square feet in size per face, nor five (5) feet in height. Such

signs shall not include the business name or logo but may include a single background color associated with the business.

(7) ~~Election~~ Yard signs and ~~S~~site ~~S~~signs.

- a. Yard signs and site signs are allowed in all zoning districts and are subject to the following provisions:

1. The total cumulative sign area that is allowed under this subsection (7) is ~~32 square feet~~ as follows:

<u>Lot Size</u>	<u>Less than ¼ acre</u>	<u>Over ¼ acre to 1 acre</u>	<u>Over 1 acre to 3 acres</u>	<u>Over 3 acres to 5 acres</u>	<u>Over 5 acres</u>
<u>Sign Allowance (cumulative square feet)</u>	<u>64 square feet</u>	<u>128 square feet</u>	<u>192 square feet</u>	<u>224 square feet</u>	<u>256 square feet</u>

~~1.2.~~ Each ~~No individual~~ sign shall have a sign area that ~~not~~ exceed thirty-two (32) square feet ~~per sign face~~.

~~2.3.~~ ~~Election~~ Yard signs and site signs may be located on a property only with the consent of the property owner, authorized property manager, or legal tenant.

— In no event shall an ~~yard sign or site~~ ~~election~~ sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard.

- b. If an individual sign installed pursuant to this subsection (7) exceeds six square feet, it is counted towards any applicable standards of subsection (5) above.

~~(13)~~(8) Flag. ~~Noncommercial~~ Flags are allowed which do not exceed a maximum size of one hundred fifty (150) square feet in size per flag. A total of three hundred (300) square feet flag area is allowed per property.

- a. No part of any flag when fully extended shall protrude over any public right-of-way or property line in any direction.
- b. The freestanding maximum mounting height of flags shall be equal to or less than the maximum building height allowed in the zone district in which the flag is located or (10) feet above the height of the principal structure on the premises, whichever is less.
- c. The flag pole for any individual flag over one hundred (100) square feet must be set back at least equal to the flag pole height from the property line.

~~(14) — Garage and private sale sign. One garage or private sale sign is allowed per residential property. The sign must be placed on private property owned or leased by the person holding the sale, not to exceed six (6) square feet in size. Garage and private sale signs may not be placed for more than three (3) consecutive days and shall not occur more than twice in a calendar year.~~

~~(15)~~(9) Holiday decoration. Temporary decorations, lighting or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious or commonly celebrated holiday shall be displayed not more than sixty (60) days prior to the holiday, and no more than thirty (30) days after the holiday. Such decorations may be of any type, number, size, location, illumination or animation if the decorations ~~do not advertise or identify a product or a business and~~ are located so as not to conflict with traffic regulatory devices or create a traffic hazard.

~~(16) — Human sign. A sign carried or worn by a person, whether on public or private property. A person carrying or wearing a sign may be located on a public right-of-way sidewalk, provided that traffic is not impeded, is allowed. Persons holding signs shall not be otherwise located on any public right-of-way, such as a street or median.~~

~~(17) — Ideological sign. A maximum of one (1) ideological sign is allowed and shall not exceed seven (7) square feet per sign face in the H-A or the C-D and on all residential zoned properties, twenty four (24) square feet on commercial or industrial zoned properties which have less than two hundred (200) feet of lot frontage; thirty two (32) square feet for commercial and industrial zoned properties which have greater than two hundred (200) feet, but less than five hundred (500) feet of lot frontage; or sixty four (64) square feet for commercial and industrial zoned properties which have greater than five hundred (500) feet of lot frontage.~~

~~(18)~~(10) Incidental sign. The combination of incidental signs shall not exceed one and one-half (1½) square feet in ~~size~~ sign area per building entrance.

~~(19) — Nameplate sign. Nameplates may be of any size if not legible from the public right-of-way or the adjacent property.~~

~~(20)~~(11) Portable sign. One (1) portable sign is allowed per storefront if it can meet all of the following conditions:

- a. Is located within twenty (20) feet of the principal public entrance ~~for which the goods or services are provided~~ to the tenant or occupant that displays the sign;
- b. Is no larger than six (6) square feet per face and no greater than forty-eight (48) inches in height;
- c. Is located outside of clear vision zones [see Subsection 18.44.140(e)];
- d. Is in place only during hours of operations;

- e. Is not posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard;
- f. Two (2) immediately adjacent ~~businesses~~ tenants or occupants may share a single sign, not to exceed the standards listed above; and
- g. Any portion of a portable sign located within the public right-of-way must ~~obtain~~ be authorized by a right of way revocable sign permit from the City.
- ~~(21) Prohibited activities sign. Signs that prohibit a specific activity shall be no greater than six (6) square feet in size; and shall be placed not to exceed one (1) per street front or one (1) per one hundred (100) feet of lot length, whichever is greater.~~
- ~~(22)~~ (12) Public sign. Public signs may be of any type, number and area, height above grade, location, illumination or animation required by the law, statute or ordinance under which the signs are erected ~~and shall address a health, safety or welfare matter~~. Public signs, government signs and signs on public bus benches and/or shelters in the right-of-way shall not be ~~required to obtain~~ subject to a right of way revocable sign permit. Signs on governmental property outside of the right-of-way ~~will~~ shall require a right of way revocable sign permit.
- ~~(23) Public affairs sign. Without limitation, banners, flags, pendants and other sign types may be displayed for civic purposes within the public rights of way.~~
- ~~(24) Real estate sign. One (1) real estate sign is permitted per street frontage on the property being advertised as follows:~~
- a. ~~Real estate signs on H-A, C-D and all residential zoned properties shall not exceed seven (7) square feet of sign area per face and five (5) feet in height, except that properties zoned H-A, R-E, R-L, R-M, R-MH and PUD of at least five (5) acres in size and R-H properties with at least two hundred (200) feet of lot frontage shall not exceed thirty-two (32) square feet of sign area per face and eight (8) feet in height.~~
- b. ~~Real estate signs on nonresidential zoned properties with less than two hundred (200) feet of lot frontage shall not exceed twenty-four (24) square feet of sign area per face and eight (8) feet in height;~~
- c. ~~Real estate signs on nonresidential zoned properties greater than two hundred (200) feet and less than five hundred (500) feet of frontage shall not exceed thirty-two (32) square feet of sign area per face and eight (8) feet in height; and~~
- d. a. ~~Real estate signs on nonresidential zoned properties with greater than five hundred (500) feet of frontage shall not exceed sixty-four (64) square feet per sign face and ten (10) feet in height.~~
- ~~(25) Real estate model home sign. One (1) real estate model home sign is allowed per street frontage of the premises on which a model home or a temporary real estate sales office is located as follows:~~

a. ~~Real estate model home signs shall not exceed twenty-four (24) square feet of sign area per face; and~~

b. ~~Freestanding real estate model home signs are limited to six (6) feet in height. Wall-mounted real estate model home signs shall not extend above the top of the wall or parapet wall of the building to which the wall sign is attached.~~

~~(26) Real estate open house sign. A sign no more than six (6) square feet in size and five (5) feet in height announcing an open house event is allowed per property. Such signs shall be displayed only on the day of the open house and the day prior to the open house. On-premises or off-premises display of real estate open house signs is permitted, but display in the public right-of-way is prohibited. Off-premises open house signs may be located on private property only with the consent of the property owner; in no event shall a sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard. Pennants and balloons may be affixed to real estate open house signs, provided that such attachments do not encroach upon street or sidewalk right-of-way or create a traffic or sidewalk safety hazard; balloons that are affixed to real estate open house signs shall have no linear dimension greater than two (2) feet.~~

~~(27)~~ (13) ~~Residential complex or residential subdivision identification sign~~ Detached wall signs or monument signs at subdivision or multifamily complex entry points. Residential complex or residential subdivision identification Detached wall signs or monument signs that are located within 40 feet of a street intersection that provides entry into a subdivision or multifamily complex, provided that they are ~~signs shall be~~ no greater than twenty (20) square feet in size sign area, including all sign faces, and not greater than six (6) feet in height. Two (2) residential complex identification signs are allowed per ~~subdivision entrance~~ intersection.

~~(28)~~ (14) ~~Signs within building. A sign permit is not required where signs are located inside buildings and are not legible from the public right-of-way or, if legible, are within allowed window sign limits.~~

~~(29)~~ (15) ~~Vehicle signs. It shall not be a violation of this Chapter if the vehicle to which a sign is mounted, painted or otherwise affixed is used for travel between home and work or is temporarily parked away from the business premises while being used to provide the business' services or products, or as personal transportation for the vehicle operator. A parked vehicle which contains or displays signage is allowed when;~~

a. ~~The sign does not extend more than one (1) foot above the roofline of the vehicle;~~

b. ~~The sign displayed on the vehicle does not direct the public to the advertised business, such as with an arrow;~~

~~c.~~ b. ~~The vehicle is not illuminated or does not have flashing signs;~~

~~d.~~ c. ~~The vehicle is licensed and operable; and~~

e.d. The vehicle is ~~not to be parked offsite and used to direct customers to an advertised business~~ in use or legally parked.

(30)(16) Wind driven devices. The following devices, which are designed to move with wind or forced air, are allowed as follows, provided that signage is not affixed to the device:

- a. Pennant. A pennant flag may be a maximum of one (1) square foot per flag face, and pennant lines shall be no longer than the front lot line or exceed the height of the building. For residential zoned properties, pennants are allowed for open house events only three days per year. For commercial and industrial zoned properties, pennants are allowed on a single property for any length of time, provided they are maintained and in good condition.
- b. Ground kite. Ground kites are allowed only in commercial or industrial zoned properties as follows:
 1. Ground kites shall be affixed to the ground and shall not exceed two (2) feet wide and eight (8) feet tall.
 2. One ground kite is allowed for every twenty-five (25) feet of lot frontage.
- c. Sky dancer. Sky dancer devices are allowed only in commercial and industrial zoned properties as follows:
 1. Sky dancers shall be affixed to the ground and shall not exceed two (2) feet wide and eight (8) feet tall.
 2. One (1) sky dancer is allowed for every fifty (50) feet of lot frontage, with a maximum of three (3) for each property.
- d. Wind signs. Wind signs cannot be used in combination on a property, unless approved in advance with a temporary sign permit.

(31)(17) Window sign. A window sign is allowed but shall not exceed twenty-five percent (25%) of the glass surface of individual window panes that are visible from the public right-of-way.

(Ord. 1, 2017 §1(Exh. A), 1-17-2017; Ord. 34, 2010 §1)

18.54.120 - Prohibited signs.

- (a) Except for signs within buildings and not legible or intended to attract the attention of persons outside the building, or signs interior to a development, the following signs are declared to be a public nuisance and are prohibited in all zoning districts of the City. They must be removed unless determined to be legally nonconforming except as provided herein.

- (1) Abandoned signs. A sign determined to be abandoned as defined in this Chapter must either be removed or covered to conceal the sign copy, confirming its abandonment.

- (2) Exposed incandescent, high intensity exposed light ~~blubs~~bulbs. The use of exposed light bulbs independently or as a sign or portion of a sign that is visible from any property line on which the sign is located is prohibited.
- (3) Flashing, animated or imitating signs, including signs that have moving, blinking, chasing, scrolling or other animation effects. Such signs, either inside (including but not limited to: open signs and electronic display signs, etc.) or outside of a building, and which are legible from a public right-of-way must be removed except as follows:
- ~~a. — Time and temperature messaging, which changes its message instantly and does not change copy more frequently than every once every three (3) seconds;~~
- ~~b. — Electronic message boards used by the City or other public agency to address a health, safety or welfare matter; or~~
- c.a. Electronic message boards which do not change copy more frequently than every once every thirty (30) seconds as otherwise permitted in this Chapter.
- (4) Imitating sign. Regardless if of whether any clear safety concerns are present.
- (5) Off-premises sign. Except as follows:
- a. Temporary ~~real-estate~~ signs which are located on a common area outlot, approved by the property owners association; and
- b. When two (2) or more adjacent landowners co-locate signage on a single sign structure or on a shared property line through a legally binding agreement. For purposes of this provision, the combined lot frontage is used to determine the number of signs allowed.
- (6) Nongovernmental sSigns on public utilities. No sign may be attached to utility poles or other public structures within the public right-of-way, except as specifically authorized by the City.
- (7) Roof signs.
- (8) Signs in the public right-of-way. Signs located in any portion of the public right-of-way that do not meet the provisions of this Chapter or that do not have a right-of-way revocable sign permit.

(Ord. 34, 2010 §1)

18.54.130 - Temporary signs, including portable signs, searchlights and beacons.

- (a) Temporary signs shall be allowed per ~~storefront~~tenant in addition to the amount of permanent signage that is otherwise permitted. Except as provided in Section 18.54.110, above. Temporary signs require a temporary sign permit. Temporary signs shall comply with all other applicable provisions of this Chapter, including the provision of Section 18.54.060 (Sign Permits).

- 876 (b) The total amount of temporary signage shall not exceed thirty-three (33) square feet in all
877 residential R-H and C-L zones, or fifty (50) square feet in all other commercial and industrial
878 zones.
- 879 (c) Temporary signs shall be allowed for any individual commercial or industrial use for no
880 more than a total of sixty (60) days in any calendar year.
- 881 (d) If more than one (1) temporary sign is proposed, each sign will count towards the total
882 calendar year allowance (i.e., 3 signs for 20 days = 60 days). The total sign area for all signs
883 shall not exceed the total amount of temporary sign allowance.
- 884 (e) Temporary signs associated with a temporary use under the provisions of Section
885 18.53.030 shall be limited to the duration of the temporary use, not to exceed more than
886 ninety (90) days in any calendar year. The temporary sign permit may be extended for up to
887 an additional thirty (30) days, provided the Community Development Director has granted
888 an extension of the associated temporary use.
- 889 (f) Any property that contains an outdoor electronic messaging display will not be permitted
890 any additional temporary sign allowance.
- 891 (g) Balloons, inflatable signs and other inflatable objects containing text and/or graphics ~~for~~
892 ~~advertising purposes and~~ which have a total visible area (individually or combined) that
893 does not exceed thirty-three (33) square feet shall be considered a temporary sign and shall
894 require a sign permit. Balloons that do not contain text and/or graphics shall not require a
895 sign permit. No balloon, inflatable sign or other inflatable object shall exceed the height of
896 the principal building on the site and shall not extend over the public right-of-way when
897 fully extended, or impede pedestrian or vehicular traffic.
- 898 (h) Searchlights or beacons shall be considered temporary signs, shall require a sign permit and
899 are allowed a maximum of three (3) days per calendar year. Searchlights or beacons shall
900 not be placed or used in such a way that impedes pedestrian or vehicular traffic, or results
901 in light or glare at grade.

902 (Ord. 1, 2017 §1(Exh. A), 1-17-2017; Ord. 34, 2010 §1)

903 **18.54.140 - Signs requiring a sign permit.**

- 904 (a) The following signs shall require a sign permit:
- 905 (1) Awning sign.
- 906 (2) Canopy sign.
- 907 (3) Electronic messaging display.
- 908 (4) Freestanding and monument sign.
- 909 (5) Projecting wall sign.
- 910 (6) Wall sign.
- 911 (b) Awning sign.

- 912 (1) If more than twenty-five percent (25%) of the exterior surface of an awning is
913 devoted to sign copy, the entire exterior surface of the awning shall be considered a
914 sign;
- 915 (2) The entire illuminated exterior area of an internally illuminated awning sign shall be
916 included in the calculation of the sign area;
- 917 (3) Awning signage will count towards the total wall sign allowance; and
- 918 (4) Any portion of an awning sign projecting over the public right-of-way must obtain a
919 right-of-way revocable sign permit from the City.
- 920 (c) Canopy sign.
- 921 (1) If the canopy is attached to a building, all or a portion of the available wall signage
922 allowance may be transferred to the canopy, subject to setback provisions.
- 923 (2) If the canopy is a freestanding structure, all or a portion of the available
924 freestanding signage allowance may be transferred to the canopy, subject to setback
925 provisions and height.
- 926 (d) Electronic messaging display (EMD) sign.
- 927 (1) EMD signs require a design review approval (see Chapter 18.46) and are allowed
928 only in the C-L, C-H, I-L, I-M, I-H and PUD zone districts. An EMD sign in the C-L zone
929 district is limited in hours of operation from 6:00 a.m. to 10:00 p.m.
- 930 (2) The area of the EMD shall not exceed fifty percent (50%) of a sign face.
- 931 (3) The EMD shall contain static messages only, changed only instantly or through
932 dissolve or fade transitions, or with the use of other subtle transitions and frame
933 effects that do not have the appearance of moving text or images, and which may
934 otherwise not have movement, or the appearance or optical illusion of movement, of
935 any part of the sign structure, design or pictorial segment of the sign, including the
936 movement of any illumination or the flashing, scintillating or varying of light
937 intensity.
- 938 (4) The displayed message shall not change more frequently than once per thirty (30)
939 seconds, ~~except for time and temperature signs, which shall not change more~~
940 ~~frequently than once per three (3) seconds.~~
- 941 (5) The EMD shall have automatic dimmer software or solar sensors to control
942 brightness for nighttime viewing. The intensity of the light source shall not produce
943 glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to
944 the public health, safety or welfare. Lighting from the message module shall not
945 exceed six hundred (600) nits (candelas per square meter) between dusk and dawn
946 as measured from the sign's face.
- 947 (6) Applications for sign permits containing an electronic display shall include the
948 manufacturer's specifications and initial nit (candela per square meter) rating and
949 the method of dimming.

~~Messages displayed on the sign module shall only direct attention to a business, product, service or entertainment conducted, sold or offered on the premises on which the sign is located. Community emergency alerts such as traffic hazards, inclement weather or Amber Alerts are exempt from this requirement.~~

(7) All existing electronic message displays that contain an electronic changeable copy module which does not comply with the provisions of this Section shall be made to conform to the duration of copy provisions upon the effective date of the ordinance approving such provisions.

(8) Any premise that contains an outdoor electronic message display shall not be allowed any temporary signs (per Section 18.54.140).

(e) Freestanding and monument sign.

(1) Freestanding signs shall be permitted only if constructed with a supporting sign structure, the total width of which exceeds twenty-five percent (25%) of the width of the sign face. This provision applies to all freestanding signs that require a permit, except freestanding signs with less than two (2) vertical feet of sign support, exposed poles or flag poles. Any change of copy to a legally conforming sign does not require compliance with this Section.

~~(2) Any flag that displays a commercial message is subject to the provisions of this Section.~~

~~(3)~~(2) Maximum size, height and setback dimensions. Lot frontage, for the purposes of calculating freestanding sign allowance and placement, shall be determined as follows:

- a. Lot frontage shall be the length of private property contiguous with a public street.
- b. If a lot has more than one (1) street frontage, such as with corner lots, up to two (2) cumulative lot frontages along the lot sides adjacent to public streets may be used to determine the maximum number of signs.
- c. Noncontiguous lot frontage is calculated separately.

~~(4)~~(3) The maximum area of freestanding/monument signs shall be as follows:

- a. In the H-A, C-D, R-MH, R-L, R-M and R-E zone districts, signs shall be in accordance with Section 18.54.110.
- b. In the R-H, C-L zone districts and for uses by special review on any residential zoned property, the maximum area is as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	33
51 ft. to 167 ft.	(Setback minus 50) plus 33
168 ft. or greater	150

983

984 c. In the C-H, I-L, I-M and I-H zone districts, the maximum area is as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	50
51 ft. to 249 ft.	Equal to setback
250 ft. or greater	250

985

986 ~~(5)~~(4) The maximum height of freestanding signs shall be as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	12
51 ft. to 99 ft.	(Setback minus 50) plus 12
100 ft. or greater	25

987

988 a. In the C-D, H-A, R-E, R-L, R-MH, R-M, R-H and C-L zone districts, the
989 maximum height is six (6) feet, unless otherwise noted in Section 18.54.110.

990 b. In the C-H, I-L, I-M and I-H zone districts, the maximum height is as follows:

991 ~~(6)~~(5) Signs attached to fences and freestanding walls, except those in Section 18.54.110,
992 Signs not requiring a permit, shall be regulated as a freestanding sign and shall
993 count toward freestanding signage allowances.

994 ~~(7)~~(6) For properties with less than two hundred (200) feet of lot frontage, either of the
995 following is permitted:

996 a. A freestanding sign may be used in lieu of the allowed wall signage, the sign
997 will be allowed to comply fully to the freestanding sign size and height limits
998 as listed in the charts above; or

999 b. A combination of freestanding or wall signage is allowed where the sum of
1000 the percentage of each sign's size, as a portion of the total allowed, does not
1001 exceed one hundred percent (100%) of maximum sign allowance for either
1002 category or sign. The percentage of wall signage shall be based on the total
1003 amount of wall signage allowed on the principal face of the building located
1004 closest to the freestanding sign. The percentage of freestanding sign shall be
1005 based on the maximum size of freestanding sign allowed, given the sign's
1006 setback from the center line of the adjoining public right of-way (Figure 18-
1007 42).

- c. One (1) freestanding sign is a permitted use on a site with a minimum of two hundred (200) feet of street right-of-way frontage; two (2) freestanding signs are permitted with a minimum of five hundred (500) feet of contiguous street right-of-way linear frontage in the R-H, C-L, C-H, I-L, I-M and I-H zone districts.

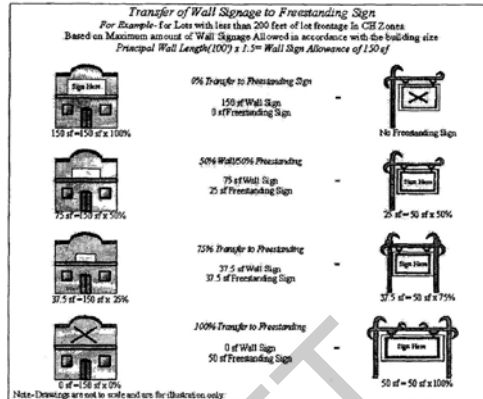


Figure 18-42: Transfer of Wall Signage to Freestanding Signage

- (7) Where two (2) or more property owners share a common lot line, the property owners may combine lot frontage for the purpose of sharing a freestanding sign on or near the common lot line.

(f) Projecting wall sign.

- (1) A projecting sign shall not be higher than the top of the wall or the bottom of the roof eave.
- (2) A projecting sign must have eight (8) feet clearance from grade and may not extend more than four (4) feet from the building wall except where the sign is an integral part of an approved canopy or awning.
- (3) A projecting sign is included in the total wall sign allowance.
- (4) A projecting sign over public right-of-way must obtain a revocable sign permit.

(g) Wall signs.

- (1) Signage allowance by zone district shall be calculated as follows:

Zone District	Signage allowed per principal building frontage	For secondary building frontage, additional signage allowed per linear feet of building
H-A, C-D, R-E, RMH, R-L and R-M	N/A	N/A
R-H	.25 sq. ft.	N/A
C-L	1 sq. ft.	.5 sq. ft.

Zone District	Signage allowed per principal building frontage	For secondary building frontage, additional signage allowed per linear feet of building
C-H and I-L	1.5 sq. ft.	1 sq. ft
I-M and I-H	2 sq. ft.	1 sq. ft.

1029

1030 (2) The maximum area of each wall sign shall be calculated as below in this Subsection.

1031 a. H-A, C-D, R-E, R-MH, R-L and R-M shall be in accordance with Section
1032 18.54.110.

1033 b. R-H and C-L Zone Districts.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	40 ft.
51 ft. to 160 ft.	Setback minus 10 ft.
161 ft. or greater	150 ft.

1034

1035 c. C-H and I-L Zone Districts.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	60 ft.
51 ft. to 190 ft.	Setback plus 10 ft.
191 ft. or greater	200 ft.

1036

1037 d. I-M and I-H Zone Signs.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	90 ft.
51 ft. to 210 ft.	(Setback minus 50) plus 90 ft.
211 ft. or greater	250 ft.

1038

1039 (3) Wall signage shall comply with the following conditions:

1040 a. Parapet Wall. No wall sign may be attached to or displayed against any
1041 parapet wall that does not extend at least seventy-five percent (75%) of the
1042 perimeter of the roof enclosed by the parapet. No sign shall exceed the

- 1043 height of the parapet wall. This standard does not apply to existing building
1044 as of the date of the adoption of the Code.
- 1045 b. Roof Line. No wall sign may extend above the roof line of a building except
1046 as permitted on a parapet wall.
- 1047 c. Mechanical Room. No wall sign may be displayed on the wall of a mechanical
1048 room or penthouse or other such enclosed space which is not habitable by
1049 the occupants of the building.
- 1050 d. Sign Depth or Projection. No sign, including any light box or other structural
1051 part, shall exceed a depth of twenty (20) inches.
- 1052 ~~e. — Mural. Any portion of a mural that is considered signage based on the~~
1053 ~~provisions of this Chapter shall be included in the calculation for~~
1054 ~~determining expended sign area.~~

1055 (Ord. 34, 2010 §1)

1056 **18.54.150 - Public, quasi-public and institutional uses (nonresidential uses in**
1057 **residential zone districts).**

- 1058 (a) Public/Private Schools: Public schools are encouraged to adhere to the same sign standards
1059 as private schools, which are those that are allowed in the R-H zone district.
- 1060 (b) All other public, quasi-public or intuitional signage shall comply with the standards of the R-
1061 H zone district.

1062 (Ord. 34, 2010 §1)

1063 **18.54.160 - Signs in Planned Unit Development zoned districts.**

- 1064 (a) The provisions in this Chapter shall be used to guide signage within Planned Unit
1065 Development (PUD) requests.
- 1066 (b) Proposed PUD development may include a specific sign plan which includes sign standards
1067 that address size, height, design, lighting, color, materials, location and method of
1068 construction of all signage planned within the PUD to ensure that all such signage is
1069 designed in a harmonious and compatible manner. Absent a specific sign plan, the City will
1070 apply sign standards closest to the zone district the PUD land uses represent. The City
1071 Council may impose alternate standards relating to signage if it is determined that there are
1072 commensurate design trade-offs proposed for signage with a particular PUD, as provided in
1073 Subsection 18.32.040(d) of Chapter 18.32, Planned Unit Developments.

1074 (Ord. 34, 2010 §1)

1075 **18.54.170 - Historic signs.**

- 1076 (a) Notwithstanding any other provisions of this Chapter, a historic sign may be kept, used,
1077 owned, maintained and displayed subject to the following provisions:
- 1078 (1) The sign has been designated as a historic landmark by the Greeley Historic
1079 Preservation Commission (HPC) and

- 1080 (2) The sign is structurally safe or is capable of being made structurally safe while
1081 maintaining its historic character. All structural repairs and restoration of the sign
1082 to its original condition shall be made within three hundred sixty-five (365)
1083 calendar days of designation of the sign as a historic landmark and shall be subject
1084 to approval by the HPC prior to any work commencing.
- 1085 (b) All signs that have been designated as historic landmarks shall be exempt from Section
1086 18.54.190 relating to abandoned signs if the sign continues to meet all of the requirements
1087 of this Section.
- 1088 (c) For the purposes of this Section, if a historic sign has been moved from its original site, such
1089 sign shall no longer be considered a historic sign unless specifically so considered by the
1090 HPC. If such a sign is moved, a new sign permit under the provisions of Section 18.54.140
1091 shall be required for the new location.
- 1092 (d) Words, symbols or "ghost signs" that are painted, engraved or carved into a building and
1093 that no longer relate to the use or occupant of the building shall not be counted as signage.
- 1094 (Ord. 34, 2010 §1)
- 1095 **18.54.180 - Nonconforming signs.**
- 1096 (a) A legal nonconforming sign or sign structure may continue to exist until one (1) of the
1097 following conditions occurs:
- 1098 (1) The sign has been abandoned and not reestablished for ninety (90) consecutive
1099 days or longer.
- 1100 (2) Other than for routine maintenance involving spot repainting, cleaning or light bulb
1101 replacement that does not make substantial improvements, if repairs involve
1102 nonconforming sign alterations other than allowed in 18.54.200, compliance with all
1103 provisions of this Chapter shall be required.
- 1104 (3) Changing the copy of an off-premises sign and nonconforming signs shall not be
1105 considered a change requiring compliance with this Chapter unless there is a change
1106 to the size; a change, or removal of, a support structure or frame, or a portion
1107 thereof, whether replacing such structure or frame or not, and/or a change in the
1108 orientation of the sign. ~~A change of copy of an off-premises sign to on-premises~~
1109 ~~advertising is considered a change of use requiring full compliance with all~~
1110 ~~provisions of this Chapter.~~
- 1111 (b) Lawfully nonconforming signs which are nonconforming due to size are included in the
1112 total sign allowance for the property as follows:
- 1113 (1) If the excess signage is in the wall sign the amount greater than the allowed is
1114 considered a transfer to the freestanding sign allowance and the freestanding sign
1115 allowance is thereby reduced proportionally.
- 1116 (2) If the nonconforming sign is freestanding, no transfer is allowed to the wall.

1117 (c) Two (2) or more legal, nonconforming, freestanding signs on the same lot may be combined
1118 into one (1) new legal nonconforming sign. In this event, the maximum size of this new sign
1119 shall be one hundred twenty-five percent (125%) of the maximum size specified in
1120 Subsection 18.54.140(d) for the particular location and type of sign. This provision shall be
1121 utilized only one (1) time per property.

1122 (d) The Community Development Director may approve alternative compliance nonconforming
1123 sign proposals one (1) time per property as long as the proposed alternative reduces all
1124 elements of the signage nonconformance, by at least fifty percent (50%). This one-time
1125 provision may be used to address all nonconforming signs on the site, or for only one (1)
1126 nonconforming sign type on the site.

1127 (e) Temporary signs, window signs and dilapidated signs shall not be considered legal
1128 nonconforming signs.

1129 (Ord. 34, 2010 §1)

1130 **18.54.190 - Abandoned signs.**

1131 (a) A sign meeting the definition of abandoned under this Chapter must be removed or covered
1132 upon determination of its abandonment.

1133 (b) At such time that either a portion or all of a sign, sign frame, sign components or sign
1134 supporting structure are no longer in use for a period of ninety (90) consecutive days, such
1135 sign frame, sign components or sign supporting structure shall be brought into
1136 conformance by removal or the placement of a new permitted conforming sign, components
1137 and structure.

1138 (Ord. 34, 2010 §1)

1139 **18.54.200 - Sign construction and maintenance standards.**

1140 (a) All signs and all parts, portions and materials shall be manufactured, assembled and erected
1141 in compliance with all applicable state, federal and City regulations and the adopted
1142 building and electrical codes.

1143 (b) All signs, including those signs not required to obtain a sign permit as provided in Section
1144 18.54.100, shall be maintained and kept in good repair, and in conformance with the
1145 original sign permit. A sign that is maintained and kept in good repair shall meet the
1146 following criteria:

1147 (1) All sign supports, braces, guy wires, anchors and related screening are kept in
1148 repair, in a proper state of preservation, including as may be required by Paragraph
1149 18.40.070(a)(4) of this Code.

1150 (2) There is no evidence of deterioration, including chipped or peeling paint, rust,
1151 corrosion, fading, discoloration, broken or missing sign faces, text, logos, graphics or
1152 other elements of the sign.

1153 (3) There are no missing, flickering or inoperative lights that create a perception of
1154 deterioration or abandonment of the sign.

- 1155 (c) Where repairs involve a nonconforming sign, the provisions of Section 18.54.180 shall also
1156 apply.
- 1157 (d) Any non-maintained sign shall be repaired or replaced within fifteen (15) calendar days
1158 following notification from the City. Noncompliance with such notice shall constitute a
1159 nuisance subject to enforcement actions.
- 1160 (e) Signs, their structures and supports and related screening, shall be constructed of materials
1161 normally and typically intended to be used for such items.
- 1162 (Ord. 34, 2010 §1)

1163 **18.54.210 - Alternative compliance.**

- 1164 (a) Conditions may exist where strict compliance is impractical or impossible, or where
1165 maximum achievement of the City's objectives can only be obtained through alternative
1166 compliance. It is not the intent of alternative compliance to modify or reduce requirements
1167 of this Sign Code, but to provide equivalent standards in a creative way subject to approval
1168 under the provisions herein.
- 1169 (b) Requests for alternative compliance may be accepted for any application to which the
1170 requirements of this Chapter apply. A written request may be submitted to modify an
1171 individual sign allowance, which shall meet one (1) or more of the following criteria:
- 1172 (1) Topography, soil, vegetation or other site conditions are such that full compliance is
1173 impossible or impractical; or improved environmental quality would result from
1174 alternative compliance.
- 1175 (2) Space limitations, unusually shaped lots and prevailing practices in the surrounding
1176 neighborhood, may justify alternative compliance for infill sites and for
1177 improvements and redevelopment in older neighborhoods.
- 1178 (3) Safety considerations make alternative compliance necessary.
- 1179 (4) The proposed alternative is aesthetically more complementary to the site, better fits
1180 into the context of the area, improves the overall architectural appeal of the area
1181 and/or meets or exceeds the design objectives as described in the City's
1182 Comprehensive Plan. Where there is a strong architectural theme established in an
1183 area, the proposed alternative shall be consistent with or complementary to that
1184 theme. In an existing area where there is no established theme, the proposed
1185 alternative shall provide an architectural theme that is consistent with the
1186 Comprehensive Plan and improves the quality of development in the area.
- 1187 (c) Application for alternative compliance shall include the following information:
- 1188 (1) Written description of the conditions provided in Subsection (b) above, which apply
1189 to the subject property;
- 1190 (2) The applicant shall submit a sign plan consisting of a written statement addressing
1191 the proposal and the review criteria, along with dimensioned graphic plans
1192 identifying the following items for all signs on the property:

- 1193 a. Written and graphic illustration of the proposed alternative, including areas
1194 of departure from code standards;
- 1195 b. Sign style, type, location, size (area) and height for wall and freestanding
1196 signs;
- 1197 c. Materials and colors for all signs and support structures;
- 1198 d. Sign illumination devices and brightness levels, if applicable; ~~and~~
- 1199 ~~e. Other information as may be required by the Community Development~~
1200 ~~Department to make a thorough evaluation of the proposed alternative.~~

1201 (d) Upon receipt of a complete application as provided in Subsection (c) above, the application
1202 will be evaluated administratively through the Administrative Review Team, with the final
1203 decision made by Community Development Director.

1204 (e) If the Community Development Director finds that the provisions in Subsection (b) are met,
1205 the Director shall approve the request for alternative compliance in writing. If the
1206 Community Development Director finds that the provisions in Subsection (b) above have
1207 not been met, the Community Development Director shall deny the request for alternative
1208 compliance and the applicant may appeal such decision in accordance with Chapter 18.24,
1209 Appeals.

1210 (Ord. 34, 2010 §1)

1211 —

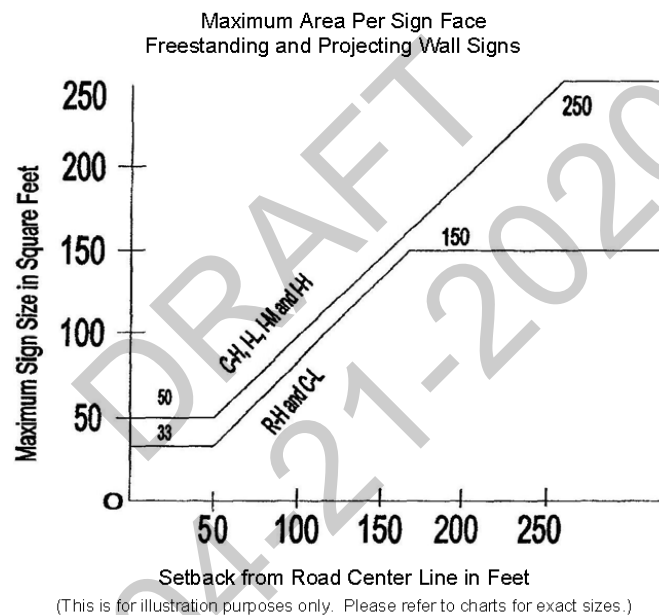
1212 **18.54.220 - Sign chart.***

Zoning District	Type of Sign Allowed	Max. total amount awning, wall & projecting wall signage allowed per linear foot of wall	Max. Sign Face Area for Awning and Wall Signs	Maximum Freestanding Sign Height	Maximum Size for Freestanding Signs	Number of Freestanding Signs
C-D, H-A, R-L, R-E, R-MH, R-M	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110
R-H	Freestanding, wall and awning	.25 sq. ft.	See Subsections 18.54.140(b)—(g)	6 ft.	See Subsection 18.54.140(e)	1 sign where lot frontage is greater than or equal to 200 ft., but less than 500 ft.
C-L	Freestanding, wall and awning	1 sq. ft., plus an additional .5 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)—(f)	6 ft.	See Subsection 18.54.140(e)	2 signs where lot frontage is greater than 500 ft.
C-H, I-L	Freestanding, wall, projecting wall and awning	1.5 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)(f)	See Subsection 18.54.140(d)	See Subsection 18.54.140(d)	2 signs where lot frontage is greater than 500 ft.

Zoning District	Type of Sign Allowed	Max. total amount awning, wall & projecting wall signage allowed per linear foot of wall	Max. Sign Face Area for Awning and Wall Signs	Maximum Freestanding Sign Height	Maximum Size for Freestanding Signs	Number of Freestanding Signs
I-M & I-H	Freestanding, well, projecting wall and awning	2 sq. ft., ply an additional 1 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)(f)	See Subsection 18.54.140(d)	See Subsection 18.54.140(d)	2 signs where lot frontage is greater than 500 ft.

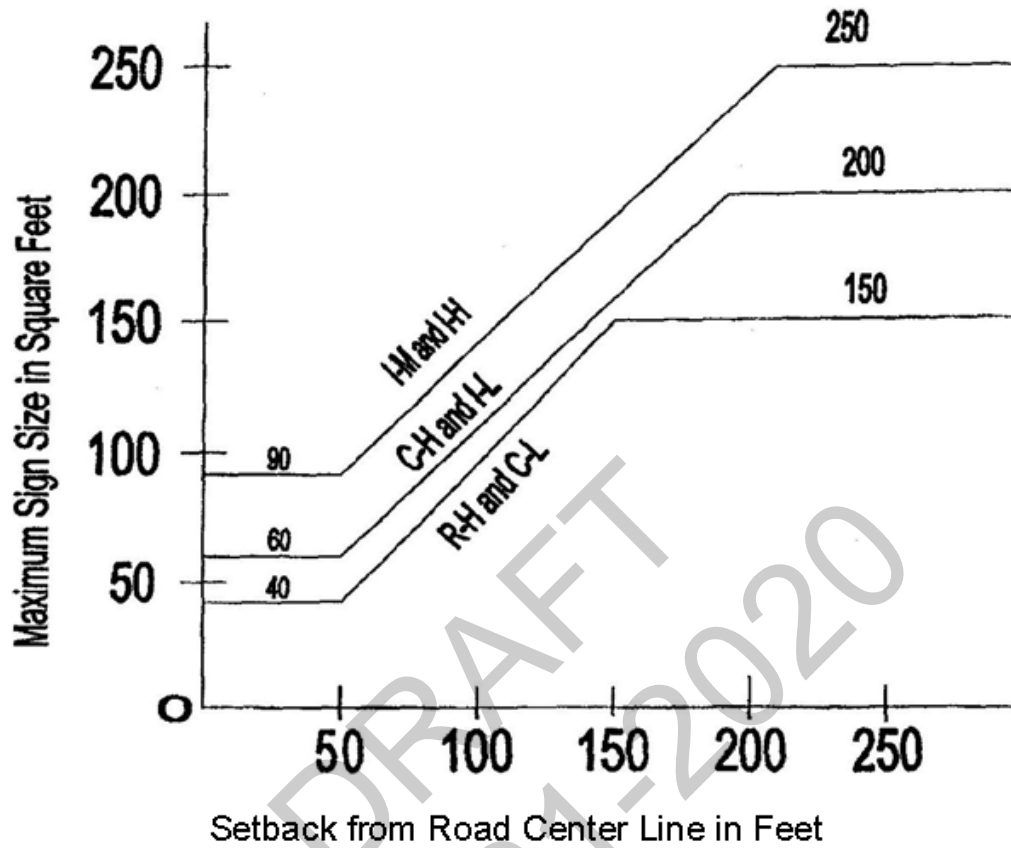
1213

1214 * This chart summarizes key signage allowances; see specific code sections for code details and/or
1215 exceptions.



1216

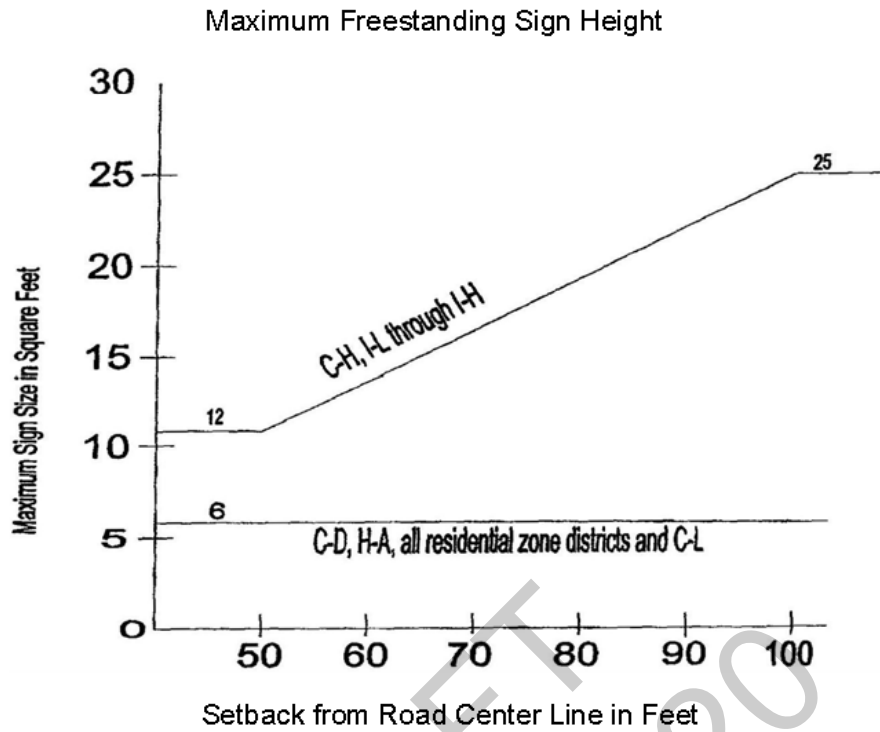
Maximum Area Per Sign Face
Awning and Wall Sign Chart



(This is for illustration purposes only. Please refer to charts for exact sizes.)

1217

1218



(This is for illustration purposes only. Please refer to charts for exact sizes.)

1219

1220 (Ord. 34, 2010 §1)

PLANNING COMMISSION SUMMARY

ITEM: Amendment to the City of Greeley Municipal Code, Title 18 – Development Code

FILE NUMBER: CU2019-0001

PROJECT: An Ordinance Amending Chapter 18.54 – Signs

APPLICANT: City of Greeley, Community Development Department

CASE PLANNER: Brittany Hathaway, Planner III

PLANNING COMMISSION HEARING DATE: January 14, 2020

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by staff and the public, and shall then make a recommendation to the City Council regarding the proposed amendments to the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is requesting an amendment to Chapter 18.54 – *Signs* in order to comply with recent Court decisions regarding content neutrality.

STAFF RECOMMENDATION

Approval

BACKGROUND

The City of Greeley began regulating signage in 1958. Prior to this time signage was wholly unregulated. The result can be seen in a proliferation of commercial signage in the mid to late 1950's as depicted within Attachment C.

In the years since, our Sign Code has evolved with the most recent substantial update in 2010. We now have dimensional standards based on an applicant's zoning, permanency of the sign, lot frontage, and setback from the right-of-way among other regulations including design and materials. These standards ensure fair distribution of signage allowances while maintaining our streetscapes.

Part of keeping our Sign Code current involves ensuring enforceability and legality of its regulatory language. This proposed update does not affect commercial signage nor how the City calculates allowances for permitted signs. Rather, this update focuses on compliance with recent Court decisions regarding content neutrality for non-commercial signage.

In 2015, The U.S. Supreme Court decided *Reed v. Gilbert* (135 S. Ct. 2218). The Court struck down a Gilbert, Arizona ordinance that distinguished between different types of non-commercial signs for content regulation such as ideological, political, and directional. The Court held that

“Content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests.”

Since this decision, Courts have reviewed sign codes by examining the text to see if any distinction is made among signs based on content. At this time, the ruling only affects non-commercial speech.

In spite of the removal of content-based language, the City will still be able to regulate signage based on size, materials, location, height, and other physical attributes to keep with aesthetic standards while remaining content-neutral in our enforcement. How the City measures and enforces permitted commercial signs, such as wall or freestanding signs, is not proposed to be changed with this amendment.

KEY ISSUES/STAFF ANALYSIS

Article XIX, Section 19-1(b) of the Greeley Charter describes the role of the Planning Commission in providing advice on land use matters to City Council. These proposed changes are relevant for the Commission’s review and recommendation for Council Consideration.

The primary effect of the proposed changes are in regard to temporary, non-permitted signage with non-commercial messages as regulated under 18.54.110 – *Signs not requiring a permit*. These sign types include ideological, directional, real estate, special event, or political signs, among others. Moving forward, these temporary message-defined signs will be referred to as either a “site sign” or “yard sign”. Proposed regulation includes no more than 32 square feet of cumulative signage is allowed per lot.

Key changes include the following:

- Removal of content-based sign definitions, such as ideological signs, real estate signs, commemorative signs, and political or election signs.
 - Reclassify these signs as “site” or “yard” signs.
- Correct minor grammatical errors, expand current definitions, and clarify existing sections.
- Include language to ensure legality. This includes a statement on interpretation under Section 18.54.050 (b).

The City has contracted with Todd Messenger of Fairfield and Woods P.C. to assist Staff in the drafting of the proposed amendment. The draft proposes to remove all content based language, provide clarification on existing requirements, and include language to ensure legality moving forward.

REQUEST

The City of Greeley is requesting an amendment to Chapter 18.54 – *Signs* in order to comply with recent Court decisions regarding sign content neutrality and to make minor grammatical and detail revisions to existing sections to provide clarification and ensure accurate interpretation.

A redlined version of Chapter 18.54 – Signs is included in Attachment A. Staff is proposing the minimal revisions needed to ensure compliance.

PUBLIC NOTICE AND COMMENT

The City hosted a public work session at the December 10, 2019 Planning Commission meeting to discuss the revisions and provide comments. Questions regarding commercial regulation of signage, affected signage types, and review procedure were asked by the Commission. No changes to the proposed draft were requested.

A City Council discussion is being scheduled for March 2020 with subsequent hearings to follow.

Staff has also distributed informative handouts to the Chamber of Commerce and the Greeley Area Board of Realtors and included the information on the Planning Department website homepage. A copy of the handout is provided as Attachment D. Staff has spoken with both organizations and no concerns were raised.

A formal notice for this meeting is not required for Code amendments per 18.18.040 – Public Meetings.

PLANNING COMMISSION RECOMMENDED MOTION

Based on the summary, attachments, and accompanying staff analysis, the Planning Commission finds that the proposed amendments to the City of Greeley Development Code, Chapter 18.54, are necessary and appropriate to align with federal regulation, and recommends approval to City Council.

ATTACHMENTS

Attachment A – Chapter 18.54 – Redlines

Attachment B – Chapter 18.54 – Clean Version

Attachment C – Photo Exhibit of Historic Signage

Attachment D – Sign Code Update Information Handout

Chapter 18.54 - Signs

18.54.010 - Purpose and intent.

- (a) The purpose of this Chapter is to promote, preserve and protect the health, safety and general welfare of the inhabitants of the City by providing reasonable regulations and standards relating to signs. ~~An important function of signage is to assist in the efficient identification and advertisement of business locations, products and services; public facilities; and residential developments. In order to promote efficient identification, it is necessary to set standards which allow each business, public facility or residential development to be reasonably identified. These standards should not only ensure that efficient identification is promoted, but also that signage contributes positively to the City's image, thus enhancing the economic, cultural and social viability of the community.~~
- (b) This Chapter shall be referred to as the "City of Greeley Sign Code." It may also be referred to herein as the "Sign Code."
- (c) The intent of this Chapter is to provide regulations and standards ~~to promote~~ regarding signs, such that:
- ~~(1) — Identify the location of businesses, public places, residential developments and similar establishments and uses;~~
 - ~~(2) — Advertise commercial locations, products and services;~~
 - ~~(3)~~ (1) The signs visually enhance the property on which they are located, adjacent land uses and the overall City;
 - ~~(4)~~ (2) Accommodate flexibility is provided with respect to ~~in~~ the location, dimensions and design of signage, consistent with other intents expressed in this Sign Code;
 - ~~(5)~~ (3) The public is protected from damage or injury caused by poorly designed or maintained signs or distractions and hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs;
 - ~~(6)~~ (4) Signs are appropriate for the size of street to which they are oriented;
 - ~~(7)~~ (5) Signs are appropriate to the type of zoning and land uses to which the signs pertain and ~~minimize~~ any incompatibility between signs and their surroundings is minimized;
 - ~~(8)~~ (6) Signs are consistent with other community planning, land use, traffic, building and development standards;
 - ~~(9)~~ (7) This Sign Code assists in the implementation of the City of Greeley Comprehensive Plan goal of fostering attractive design that promotes unique Greeley's style, values, and priorities, and excellence; coordinates and complements historical elements, where appropriate; and supports First Amendment values and Greeley economic development; and

~~(10)~~(8) Signs that are lawfully nonconforming, are induced to come into full compliance with these regulations.

(Ord. 34, 2010 §1)

18.54.020 - Application and installation.

The provisions in this Chapter shall apply to all signage within the City.

- (1) It shall be unlawful for any person to erect, place, enlarge, alter, repair or convert a sign in the City except in accordance with the provisions of this Chapter.
- (2) All signs require a permit unless specifically exempted, by this Chapter. Fees for sign permits are as established in Chapter 18.10.040 of the Development Code.
- (3) Installation. Except for signs not requiring a permit as described in Section 18.54.100110, a permit must be obtained from the City prior to installation.

(Ord. 34, 2010 §1)

18.54.030 - Variances and appeals.

- (a) Variances to the dimensional standards established in this Chapter shall be administered in accordance with the provisions in Chapter 18.22, Variances, and this Section of this Code. Variances to any other provision of this Chapter shall not be permitted.
- (b) Sign variances shall only be granted after a finding of the Zoning Board of Appeals that the application complies with all of the considerations for a variance as specified in Chapter 18.24 and this Chapter of this Code. In addition to the criteria identified in Chapter 18.22, Variances, the Board shall consider, but not be limited to, the following factors as applicable in granting a variance:
 - (1) Historic value as determined by the Historical Preservation Commission;
 - (2) Architectural integrity;
 - (3) Any variance granted shall be the minimum needed to accommodate or alleviate the difficulty or hardship involved;
 - (4) A variance is necessary to accommodate an unusual or atypical lot configuration or physical aspect of the site which makes a reasonable use of the property unreasonable without a variance;
 - (5) Any difficulty or hardship constituting the basis for a variance shall not be created by the party seeking the variance, nor shall it be due to or a result of the general conditions in the area;
 - (6) Granting the variance is necessary to alleviate a health or safety issue related to the site;
 - (7) Granting the variance is consistent with the Comprehensive Plan, area and/or neighborhood plans, or may achieve a better result in meeting the intent of the plan objectives than if the codes were strictly applied.

- (c) Sign variances shall not be transferable to a new location on the property unless first approved in writing by the Community Development Director that the changed location on the site substantially complies with the conditions of the original variance. Changes to a sign that received a variance, with the exception of changes in sign text or copy that do not result in any structural changes to the sign, shall require compliance with all applicable provisions of this Code.
- (d) Any sign variance which was in effect and applied to an installed sign still in place prior to the adoption of this Code, as amended, may be continued under the provisions of that variance until a change to a sign is requested, at which time a new variance shall be applied for or the sign shall comply with all applicable provisions of this Code.
- (e) Appeals shall be conducted under the provisions of Chapter 18.24, Appeals.

(Ord. 34, 2010 §1)

18.54.040 - Enforcement.

- (a) Enforcement of the provisions of this Chapter shall be by the Community Development Director or her or his designee in accordance with Section 1.33 of the Municipal Code.
- (b) ~~Public~~ Right-of-way - illegal or unauthorized sign.
 - (1) In addition to all other enforcement authority available to the City, the City may also remove or cause to be removed any illegal or unauthorized sign from the public right-of-way without notice to any party. The cost of removal as may be assessed by the City is the responsibility of the owner of the sign or, if unknown, the owner of the property.
 - (2) The City shall have the authority to dispose of all unauthorized or illegal signs removed from the public right-of-way without notice to the owner of such signs. The cost of removal and storage of removed signs as may be assessed by the City shall be the sole responsibility of the owner of the sign.
- (c) Private Property – illegal or unauthorized sign. The property owner or resident of the property may ~~also~~ remove signage that is unauthorized or illegal.

(Ord. 34, 2010 §1)

18.54.050 - Definitions and interpretations.

- (a) Definitions. The following words, terms and phrases used in this Chapter shall have the following meanings:

Abandoned sign:

- (1) A sign or sign structure and components, for which no legal owner can be found; and/or
- (2) A sign and structure which are used to identify or advertise a business, tenant, owner, product, service, use, event or activity that has not been located on the premises for a period of ninety (90) consecutive days or longer.

Address sign shall mean a type of required sign that displays the address of a building or property, as required by the applicable fire and/or building code. ~~Address sign shall mean signs that give only the address or name of a building or residence, without reference to, or inclusion of, the name or logo of a product sold, or service performed on the lot or in a building or structure, or name of the business enterprise occupying the property.~~

Advertise shall mean to attract attention to a business, product, service, use or event with a sign, display item or other device, such as flags, pennants, air driven devices and lights.

Animated sign (see *Flashing or animated* or *Imitating sign* ~~sign~~ sign).

Art shall mean all forms of original creations of visual art, including but not limited to sculpture; mosaics; painting, whether portable or permanently fixed, as in the case of murals; photographs; crafts made from clay; fiber and textiles; wood; glass; metal; plastics; or any other material or any combination thereof; calligraphy; mixed media composed of any combination of forms or media; unique architectural styling or embellishment, including architectural crafts; environmental landscaping; or restoration or renovation of existing works of art of historical significance. Works of art are not intended to be used for commercial advertising purposes.

Awning shall mean a framed exterior architectural feature, attached to and supported from the wall of a building and/or held up by its own supports, which provides or has the appearance of providing shelter from the elements to pedestrians, vehicles, property or buildings.

Awning, internally illuminated shall mean any transparent or translucent backlit awning or awning lettering which transmits light from within the awning to the outside surface of the awning.

Awning sign shall mean a sign that is mounted or painted on or attached to an awning.

Backing shall mean the background area of a sign, which differentiates the total sign display from the background against which it is placed.

Banner shall mean a sign applied to flexible materials (e.g., cloth, paper or fabric of any kind) with no enclosing framework.

Beacon (see *Searchlight, strobe light or beacon*).

~~*Billboards and bus bench/shelter sign* (see *Off-premises advertising device*).~~

Building appurtenance shall mean the visible, functional or ornamental object accessory to and part of a building.

Building frontage, principal shall mean the horizontal linear dimension which is designated as the primary façade of that portion of a building occupied by a single use or occupancy.

Building frontage, secondary shall mean that dimension of a building abutting a public right-of-way other than the principal building frontage.

Building signs shall mean signs that are attached to and supported by a building; whether the wall, window, or roof of building.

~~*Business identification sign shall mean a sign giving the name, nature, logo, trademark or other identifying symbol of a business, and which may also include the address of the business.*~~

Candela is a unit of luminous intensity, defined as the luminous intensity of a source that emits monochromatic radiation of frequency 540×10^{-12} Hertz and that has a radiant intensity of 1/683 watt/steradian, and adopted in 1979 as the international standard of luminous intensity.

Canopy shall mean a roofed structure for the purpose of shielding pedestrian walkways or driveways which service operations or equipment, such as with a gas station or bank drive-up facility.

Center line (of public right-of-way) shall mean a line running midway between the bounding right-of-way lines of a street or alley. For the purposes of signage calculation, the center line shall mean the apparent center line of the road determined by finding the point midway between the outer edges of the road surface.

Changeable copy sign (also known as a *marquee sign*-) shall mean a sign designed to allow the changing of copy as with individual letters through manual means, without altering the sign backing or structure in any such way.

Channel letters, individual letters, raceway and-or channel sign shall mean individual letters, flat cutout letters, or symbols constructed to be applied singly in the formation of a wall sign or a freestanding sign.

Clear vision zone or area shall mean that area within which the City requires an unobstructed line of sight necessary for most drivers stopped at an intersection to see an approaching vehicle, pedestrian or bicyclist to avoid a collision.

~~*Commemorative sign* shall mean a sign, tablet, cornerstone or plaque memorializing a person, event, structure, site or landmark and not used to advertise a product, service or activity.~~

~~*Commercial or industrial development identification sign* shall mean an on-premises sign for identifying a commercial or industrial development, park or subdivision.~~

~~*Community event sign* shall mean a sign that provides information relating to any community event sponsored by a nonprofit group or agency.~~

~~*Contractor sign* shall mean a sign naming those engaged in the design, financing or construction on the property where the sign is located.~~

Cornerstone shall mean a stone forming a part of a corner or angle in a wall that provides building identification.

Day shall mean a calendar day.

~~*Directional on-site* shall mean signs that direct the movement or placement of pedestrian or vehicular traffic on a lot without reference to, or inclusion of, the name or logo of a product sold or services performed on the lot or in a building, structure or business enterprise occupying property, such as "welcome," "entrance," "exit," "restrooms," "parking," "loading area" and "drive-thru."~~

~~*Directory sign* shall mean a sign listing the names, uses or locations of the various businesses or activities conducted within a building or group of buildings, that is centrally located and intended to provide on-site directions and not legible off-site.~~

Dissolve shall mean a mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

~~Election sign shall mean a sign related to public election.~~

Electronic message display shall mean a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

Exposed incandescent or high intensity discharge lighting shall mean any sign or portion of a sign that utilizes an exposed incandescent or high intensity lamp, with the exception of neon.

Fade shall mean a mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Feather flag (see *Ground kites*).

Figure shall mean outline, shape or pattern of numbers, letters or abstract images.

Flag shall mean a finished piece of flexible material designed to be attached to or ~~designed to be~~ flown from a flagpole or similar device, and which ~~may typically (but not necessarily)~~ displays the name, insignia, emblem or logo ~~of representing any a~~ nation, state, municipality, civic group, idea, sports team, or other commercial or noncommercial organization (see also *Pennants*).

Flashing or animated shall mean signs or lighting with flashing, blinking, moving or other animation effects, or that give the visual impression of such movement by use of lighting, or intermittent exhibits or sequential flashing of natural or appearance of artificial light or colors, including those signs that rotate, revolve, spin, swing, flap, wave, shimmer or make any other motion, or illusion of motion, or which imitate official governmental protective or warning devices (see *Imitating sign*).

Frame (EMD) shall mean ~~a complete, static display screen on the content (images, text, background colors, etc.) that is displayed on~~ an electronic message display at a fixed point in time.

Frame effect shall mean a visual effect that is used on an electronic message display ~~applied to a single frame~~ to attract the attention of viewers by displaying modified versions of a frame (e.g., changes in brightness, contrast, color, perspective, or content elements) in succession, providing the effect of animation or transition (e.g., fade or dissolve).

Freestanding sign shall mean a sign which is not attached to a building. A freestanding sign shall include, but is not limited to, a pole, monument, a canopy and freestanding wall sign. A sign that extends more than four (4) feet from a wall but is attached and/or is part of a canopy, or an awning shall be considered a freestanding sign.

Freestanding wall or fence shall mean either a wall that is not attached to a building, or a wall attached to a building that projects more than four (4) feet beyond the exterior wall of the habitable portion of the building.

Frontage lot/property shall mean that portion of a lot that is directly adjacent to a public street.

Ghost sign shall mean old hand-painted signage that has been preserved on a building for an extended period of time, whether by actively keeping it or choosing not to destroy it.

Grade shall mean the average elevation of the finished surface of the ground, paving or sidewalk with a radius of five (5) feet from the base of the structure.

Graphic shall mean drawings, decals, paint or illustrations.

Ground kites are freestanding frames usually covered with flexible fabric and designed to be animated by the wind to attract attention. Ground kites may also be referred to as “feather flags” or “teardrop flags.”

Historic sign shall mean a sign that has been officially designated as a historic landmark.

Holiday decoration shall mean temporary decorations, lighting or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious or commonly celebrated holiday, ~~and which contain no commercial message.~~

Human sign shall mean a person carrying or wearing a sign.

~~*Ideological sign* shall mean a sign which is not used for the purpose of advertising, identifying or announcing any commercial product, goods, establishment, facilities or services and which conveys ideas, philosophy or religious or political views not related to a specific election.~~

Illumination shall mean the use of artificial or reflective means for the purpose of lighting a sign.

Imitating sign shall mean signs which purport to be, are an imitation of, or resemble an official traffic sign, signal or equipment which attempt to direct the movement of pedestrian or vehicular traffic using the words such as "Stop," "Danger" or "Caution" to imply a need or requirement to stop, or a caution for the existence of danger, such as flashing red, yellow and green (see *Flashing or animated sign*).

Incidental sign shall mean ~~nondescript~~ signs, emblems or decals attached to a building or permanent structure ~~informing the public only of those facilities or services available on the premises, such as a credit card sign, or a sign indicating hours of business~~ that are less than 80 square inches in sign area, and not applied in a cumulative manner so as to circumvent the provisions of this Sign Code.

Indirect lighting shall mean reflected light or lighting directed toward or across a surface.

Individual letters (see *Channel letters*).

Inflatable sign or *inflatable object* shall mean any object filled with air or other gas, whether sealed (e.g. balloons) or driven by a fan (e.g., “sky dancers”), ~~including balloons, which characterize a commercial symbol or contain a message~~ is intended to attract attention from adjacent properties or rights-of-way.

Internal illumination shall mean a light source that is contained within the sign itself, or where light is visible through a translucent surface.

Joint ~~identification~~ sign shall mean a sign, structure or surface which serves as a common or collective ~~identification medium~~ for display of messages by two (2) or more ~~uses occupants of on~~ the same ~~premises property~~ (see *Multi-tenant sign-sign*).

Kiosk shall mean a freestanding structure upon which temporary information, such as ~~and/or~~ posters, notices, or ~~and~~ announcements, are posted.

Leading edge shall mean the point of a sign, including its support structure, nearest to the public road right-of-way.

Legally nonconforming signs are signs which were lawfully constructed and erected prior to the most recent enactment of this Chapter and have been maintained as a sign, but which no longer comply with the provisions of this Chapter as amended.

Legible shall mean a sign capable of being read with certainty without visual aid by a pedestrian of normal visual acuity from a specified vantage point (or if no vantage point is specified, from the adjacent street right-of-way or adjacent private property).

Maintenance of a sign shall mean cleaning, repairing, painting or replacement of defective parts in a manner that does not alter the dimension, material or structure.

Menu board shall mean a permanently mounted sign ~~which lists the products or services available~~ at a drive-in or drive-thru facility ~~and that is~~ not legible from the adjacent street right-of-way.

Monument sign shall mean a freestanding sign supported primarily by an internal structural framework or other solid structure features where at least sixty percent (60%) of the base of the sign is in contact with the ground.

Multi-tenant sign shall mean a sign which displays messages for two (2) or more tenants of a multi-tenant property. ~~*Multi-tenant sign shall mean a sign which serves as a common or collective identification for two (2) or more uses on the same premises (see Joint identification sign).*~~

~~*Mural* shall mean a graphic displayed on that is painted on or otherwise applied directly to the exterior wall of a building, generally for the purposes of decoration or artistic expression, including but not limited to painting, frescoes or mosaics, with the exception that any portion of the mural that references the business name, logo, words, text or brand-specific merchandise shall be considered a sign.~~

~~*Nameplate sign* shall mean a door entrance sign indicating the name and address of a building or the name of an occupant.~~

Neon shall mean a sign illuminated by a light source consisting of a neon or gas tube that is bent to form letters, symbols or other shapes.

Nits shall mean a unit of measurement of luminance, or the intensity of visible light, where one (1) nit is equal to one (1) candela per square meter.

~~*Noncommercial sign* (see also *Residential complex, subdivision or residential identification sign*).~~

Nonconforming sign (see *Legally nonconforming signs*).

Off-premises advertising device shall mean a sign or device that advertises a business establishment, good, facility, service or product which is not sold or conducted on the premises on which the sign or device is located, and which may be designed to change copy on a periodic basis.

On-premises sign shall mean a sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

Parapet wall shall mean an extension of the fascia wall above the roofline, which appears contiguous architecturally.

Pennants shall mean any long, narrow, usually triangular flag typically made of lightweight plastic, fabric or other material, ~~and not containing a message, image or representative symbol,~~ usually found in a series on a line and designed to move in the wind.

Permanent sign shall mean a sign attached to a building, structure, or the ground in a manner that precludes ready removal or relocation of the sign.

Permitted sign shall mean a sign having a legal permit issued in accordance with the provisions of this Chapter.

Pole or Pylon sign shall mean a freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or base structure (other than a footer). ~~*Pole sign* shall mean a sign that is affixed, attached or mounted on a freestanding pole or structure that is not itself an integral part of or attached to a building or structure.~~

Portable sign shall mean a sign that is not permanently affixed to a building, structure or the ground and that is easily moved, such as a sandwich board sign.

Premises shall mean the land, site or lot at which, or from which, a principal land use and activity is conducted.

~~*Private sale or event sign* shall mean a sign that provides information relating to a sale or event being held by an individual or group of individuals on private property, which may include, but not be limited to, a garage or yard sale.~~

~~*Prohibited activities sign* shall mean signs located on a property posting said property for warning or prohibition, such as "no hunting," "no swimming" or "no parking."~~

Projecting wall sign shall mean any sign attached to a building and that extends more than twenty (20) inches from the surface to which it is attached, but no more than four (4) feet from the wall of the building. Signs projecting more than four (4) feet from the building shall be considered freestanding signs.

~~*Public affairs sign* shall mean a sign erected and maintained by or on behalf of the government for civic purposes.~~

Public sign shall mean a sign erected and maintained by or on behalf of the City or a governmental entity that is not subject to the City's jurisdiction, on property owned or controlled by the City or governmental entity; or a sign that is required or specifically authorized for a public purpose by any law, statute, ordinance, resolution, or approved development plans, including way-finding signs installed by a governmental entity within the public right-of-way, traffic control devices; public notices, and the like. ~~*Public sign* shall mean a sign required or specifically authorized for a public purpose by any law, statute or ordinance, including public directional signs on the right-of-way; signs which identify the City by name; signs that direct travelers to public buildings, parks or attractions; interpretative signs; way-finding signs, Municipal Uniform Traffic Control devices; and the like.~~

~~*Real estate model home sign* shall mean a sign identifying a model home within a subdivision and/or a temporary real estate sales office.~~

~~*Real estate open house sign* shall mean a sign indicating that a building or portion of a building is available for inspection by prospective buyers or renters.~~

~~*Real estate sign* shall mean a sign on the offered property which advertises the sale, rental or lease transfer or exchange of the premises upon which said sign is located.~~

Required sign means a sign that is required to be displayed on private property by an applicable law (e.g., a sign displaying the address of property as required by the building code, signs required by the Occupational Health and Safety Act, etc.)

~~Residential complex, subdivision or residential identification sign shall mean an on-site sign that identifies a specific residential complex or subdivision.~~

Roof sign shall mean a sign that is mounted on the roof of a building or structure, such as a portico, which is wholly dependent upon a building for support and which projects above the parapet of a building with a flat roof or above the peak of the roof of that portion of the roof on which the sign is placed.

Searchlight, strobe light or beacon shall mean a stationary or revolving light that flashes or projects illumination, single color or multicolored, in any manner that is intended to attract or divert attention; excluding any device required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Sight distance (see *Clear vision zone or area*).

Sign shall mean any device, surface, object, structure, building architecture or part thereof using graphics, symbols or written copy for the purpose of advertising, identifying or announcing or drawing attention to any establishment, product, goods, facilities, services or ideas, whether of a commercial or noncommercial nature.

Sign allowance shall mean the amount of signage that is allowable under the provisions of this Chapter.

Sign alteration shall mean any change of copy (excluding changeable copy signs), sign face, color, size, shape, illumination, position, location, construction or supporting structure of any sign.

Sign area shall mean the entire face of a sign and any backing, frame, trim or molding, and which may include the supporting structure.

Sign backing shall mean the surface, pattern or color of which any sign is displayed upon, against or through and that forms an integral part of such display and differentiates the total display from the background against which it is placed.

Sign face shall mean the area of the sign on which the copy is placed, or, for individual cutout letters, painted letters, channel letters or symbols, the perimeter of the individual elements shall be considered the area of the sign.

Sign frame shall mean a sign cabinet or that portion of the sign that holds the sign face in place.

Sign height shall mean the vertical distance measured from the grade, as defined herein, to the highest point of the sign or sign structure.

Sign, interior to a building shall mean signs inside buildings that are not legible from the public right-of-way.

Sign, interior to development shall mean any sign that is located so that it is not legible from any adjoining property or the public right-of-way and not oriented in such a way as to attract the attention of those traveling along the right-of-way.

Sign permit shall mean a permit issued by a Building Official and which is required for any sign specified under Section 18.54.060.

Sign separation shall mean the distance or spacing between individual signs, whether they are on the same structure or on separate structures, as measured by a straight line.

Sign setback shall mean the minimum distance required from the apparent centerline of the right-of-way to any portion of a sign or sign structure.

Sign structure shall mean the supports, uprights, bracing or framework of any structure for the purposes of displaying a sign.

Site sign shall mean a temporary freestanding sign constructed of vinyl, plastic, wood or metal and designed or intended to be displayed for a short period of time on a construction project.

Sky dancers shall mean freestanding tubes which often simulate the shape of a person into which air is forced to inflate and animate and which do not characterize a commercial message or contain a message.

Symbol shall mean a graphic device which stands for a concept or object.

Teardrop sign (see Ground kites).

Temporary sign shall mean any sign not intended for permanent installation, such as, but not limited to, a yard sign, site sign, banner, balloon, pennant, searchlight or beacon. ~~Generally, these signs are intended to be used for a limited period of time or for a purpose announcing a special event or presenting other miscellaneous or incidental information or instructions.~~

~~*Time or temperature sign* shall mean a sign or portion thereof on which the only copy that is capable of being changed is an electronic or mechanical indication of time and/or temperature.~~

Transition shall mean a ~~visual~~ frame effect used on an electronic message display to change from one (1) message to another.

Vehicle signs shall mean signs which are attached to or located on licensed vehicles, trailers or semi-trailers and contain or display signage for the primary purpose of advertisement, excluding bumper stickers on the bumper, and similar-sized adhesive decals.

Wall sign shall mean a sign attached parallel to and extending less than twenty (20) inches from the wall of a building, fence or freestanding wall. Wall signs shall include painted, individual letter, cabinet signs and those signs located below the peak of the roof of a building which are not specifically defined as roof signs.

Wind sign (see *Pennants* , *Ground kites* and *Sky dancers*).

Window sign shall mean any signage or graphics applied directly to a window surface or any sign hanging within twelve (12) inches of the interior surface of a window, or which is clearly evident through a window and oriented to attract the public on to the premises.

Yard sign shall mean a temporary portable sign constructed of paper, vinyl, plastic, wood, metal or other comparable material, and designed or intended to be displayed for a short period of time.

- (b) Interpretation. This Sign Code is not intended to, and does not restrict speech on the basis of its content, viewpoint, or message. No part of this Sign Code shall be construed to favor commercial speech over non-commercial speech. Messages may be changed without the need for any approval or permit, provided that the size and structure of the sign are not

altered. To the extent any provision of this Code is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message

(Ord. 34, 2010 §1)

18.54.060 - Sign permits.

- (a) The Building Official shall be responsible for issuing all sign permits once approved by the Planning Division staff, which shall be responsible for reviewing all sign permits for compliance with this Code.
- (b) A sign permit shall be required for all signs unless exempted from the provisions of this Chapter. The replacement, repair or major alteration of a sign shall require a new sign permit.
- (c) The following information shall be submitted for a sign permit:
 - (1) Completed sign permit application signed by the property owner, tenant and/or licensed sign contractor, which shall include the following:
 - a. The name, address and telephone number of the property owner, business owner or licensed sign contractor;
 - b. The location, by street address, of the proposed sign; valuation of proposed work; and
 - c. The zoning district in which the property is located. An affidavit (sworn statement) of notice to the property owner is required, if submitted by a business owner or contractor.
 - (2) Plans for the proposed sign, including but not limited to:
 - a. For each sign:
 - 1. Scaled drawing of sign elevation, including area to be occupied by lettering, symbols or images, with dimensions; sign type; method of illumination, construction materials; projection or depth of sign cabinet;
 - 2. Site plan showing the adjacent streets and location of property lines;
 - 3. Plans showing the scope and structural detail of the proposed work, including details of structural connections, guidelines, supports and footings, and materials to be used;
 - 4. An inventory of all existing signs located on the property (a tenant may provide this information for the lease holder area only) related to the specific business that will remain and be removed, including location, dimensions, height and types of sign; and
 - 5. If reasonably known, identify any signs that are nonconforming, have received a variance, have utilized a nonconforming one-time change

rule, have combined two (2) smaller signs into one (1) larger sign, or have utilized any bonuses.

- b. For wall signs: scale drawing with building dimensions, the square footage for each tenant and the total square footage for the building; elevations showing the sign location, facade dimensions and roof lines.
 - c. For freestanding signs: scale drawing of site layout including sign location, property lines, setbacks, adjacent public right-of-ways, street names, buildings and improvements, parking areas, drive aisles and landscaped areas in the vicinity of the proposed sign; dimensions of the sign and its support structure and members; and proposed height of the sign.
- (3) An indication of application for electrical permits for all electric signs; when applicable, such permits will be issued separately through the Building Inspection Division.
- (4) ~~Other~~ information, as required by the City, to ensure a complete and comprehensive review of the proposed sign.

(Ord. 34, 2010 §1)

18.54.070 - Reserved.

Editor's note— Ord. 43, 2016 , §1, adopted Dec. 20, 2016, repealed § 18.54.070, which pertained to sign contractor license and derived from Ord. 34, 2010 §1.

18.54.080 - General provisions.

- (a) Written Interpretations. The Community Development Director shall be responsible for interpretation of this Chapter. Appeals to interpretations by the Community Development Director shall be subject to the provisions of Section 18.54.030, Variances and Appeals (see Section 18.24 of the Development Code).
- (b) Sign Classification. If the provisions within this Chapter do not identify a particular type of sign, or if a sign may be classified under two (2) or more definitions, the sign shall be classified according to that description which most specifically describes it and which furthers the purposes of this Chapter.
- (c) Interior to a development signs not legible beyond the boundaries of the property on which they are located and which are not intended to attract off-site attention shall not be counted for the purpose of zoning regulations toward signage calculations, except window signage that exceeds twenty-five percent (25%) of the window area. Any sign constructed interior to the development may be subject to building permit provisions.
- (d) Primary structure required. With the exception of ~~real estate, election, ideological and prohibited activities~~required and temporary signs, signs shall not be permitted unless there is a primary structure on the parcel.
- (e) Other Code requirements. All signs within the City shall comply with the adopted building and electrical codes, Model Traffic Code, Historic Preservation and other codes and

ordinances as adopted by the City. All electric signs shall comply with and bear independent testing laboratory labels. In the event of any conflict between any of these codes or ordinances and this Chapter, the more restrictive provision shall apply.

- (f) Trees and shrubs. No person may, for the purposes of increasing or enhancing the visibility of any sign, damage, destroy, trim or remove any trees or shrubs located within the public right-of-way or as per an approved use by special review, design review or any other land use zoning permit unless the work is done pursuant to written authorization of the Community Development Department.
- (g) Signs in right-of-way. Except as otherwise permitted elsewhere in this Code, no signs other than regulatory signs are allowed in the public right-of-way except as provided by a right-of-way revocable sign permit.
- (h) Consistent and complementary. All signs installed after the adoption of the ordinance in this Chapter shall be designed to be consistent and compatible with the character of the principal buildings to which the signs relate, including the use of similar or complementary colors and materials in the design and construction of signs and its surroundings.
- (i) Sign lighting. Signs may be internally illuminated, backlit or illuminated by down-lighting or by ground-mounted light fixtures that illuminate only the sign face and base and shall conform to the following:
 - (1) Illuminated signs on the C-D, H-A and all residentially zoned properties or illuminated signs on commercial or industrial zoned properties immediately adjacent to residentially zoned properties shall either have an opaque background and translucent letters or letters without background lighting;
 - (2) In no case shall sign lighting create more than one-tenth (0.1) foot candle impact on habitable residential uses in residentially zoned areas;
 - (3) Neon lighting shall only be permitted within the [graphics \(e.g., logos or images\)](#) or lettering ~~or logo~~ of a sign;
 - (4) Illumination of the sign face by down-lighting or ground mounted light fixtures shall not exceed fifty (50) foot-candles as measured on the sign face; and
 - (5) Flashing or strobe lighting shall not be permitted, whether used as part of a sign or to draw attention to a site or location.

(Ord. 34, 2010 §1)

18.54.090 - Sign measurements and orientation.

- (a) The following rules shall apply to the measurement of signs in all zoning districts:
 - (1) The area of a sign is measured by determining the total sign face, which includes the backing and the frame of the sign.
 - (2) The area of a sign shall be measured utilizing a single, continuous rectilinear perimeter of not more than twelve (12) straight lines, the extreme limits of writing, representation, lines, emblems or figures contained within all modules, together

with any air space, materials or colors forming an integral part or background of the display or materials used to differentiate such sign from the structure against which the sign is placed. For replacement of existing signs, the applicant may choose to utilize an exact calculation of sign area in lieu of this requirement.

- (3) A freestanding sign area and its support structure may be equal in size to one and one-half ($1\frac{1}{2}$) times the maximum-sized sign allowance at that location. The base of a monument sign shall not be counted as part of the calculation, provided that:
 - a. The base does not account for more than one-third ($1/3$) of the combined area of the sign face and the base; and
 - b. At least sixty percent (60%) of the bottom edge of the sign, including its supports and structure, has contiguous contact with the ground. Where the base has an unusual shape, such as circular or diamond-shaped, the bottom of the base shall be determined by measuring at a point that is one-third ($1/3$) of the distance from the ground to the top of the base; and
 - c. Any portion of the base that contains signage will be counted, with the exception of a numeral address that is clearly incidental to the sign.
 - (4) The area of a sign which has multiple sign faces not parallel to the right-of-way, such as V-shaped, triangles or cubes, shall be calculated using the total of all faces which may be viewed at the same time from the public right-of-way or adjacent property.
 - (5) All writing, representations, emblems or figures forming an integral part of a display used on an awning to identify, direct or attract the attention of the public shall be considered to be a sign for the purposes of measurement.
 - (6) Internally illuminated awning signs that are translucent, with backlighting, shall include the entire area of the awning in the calculation of the sign area (see also Subsection 18.54.140(a)).
- (b) The height of a sign shall be determined by measuring the vertical distance from the adjacent grade to the highest point of the sign or sign structure. For purposes of this section, "grade" as a point of measure shall mean either of the following, whichever yields a greater sign height:
- (1) The elevation of the highest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is less than a ten-foot difference between the highest and lowest ground surfaces within a five-foot horizontal distance from said sign (see Figure 18-38); or

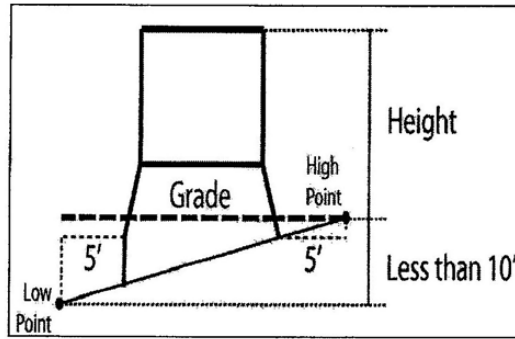


Figure 18-38

- (2) An elevation ten (10) feet higher than the lowest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is greater than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said sign (see Figure 18-39).

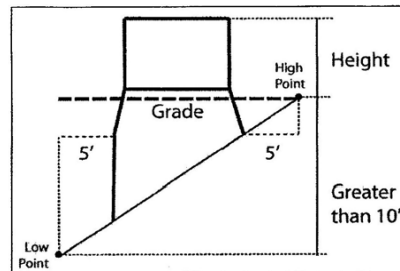


Figure 18-39

- (c) The determination of sign orientation shall be as follows:
- (1) The orientation of a freestanding sign is to the nearest public right-of-way to which it is perpendicular or parallel;
 - (2) The orientation of a wall sign is to the nearest street with the highest traffic volume;
 - (3) The orientation of a projecting wall sign is to the nearest street with the highest traffic volume and to which the sign is most nearly perpendicular;
 - (4) The orientation of all other signs, including canopy signs, shall be to the nearest public right-of-way; or
 - (5) The principal orientation of any sign shall be determined by the Administrative Official in accordance with the standards in this Chapter, street classification and the intent of the Code.

(Ord. 34, 2010 §1)

18.54.100 - Sign setbacks.

The minimum distance required between the apparent centerline of the right-of-way and any portion of a sign or sign structure. Where the property is adjacent to a frontage road, the centerline of the highway to the leading edge of the sign is used to determine setback (i.e., frontage road is disregarded for calculation of the setback). (See Figures 18-40 and 18-41.)

Figure 18-40: Typical Centerline

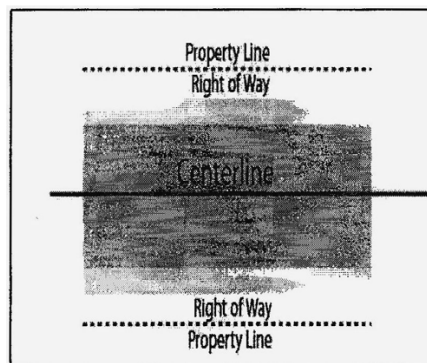
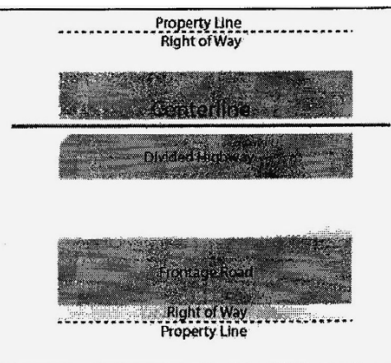


Figure 18-41: Centerline with frontage road



18.54.110 - Signs not requiring a sign permit.

- (a) Any sign listed in this Section shall not require a sign permit if the sign complies with the provisions of this Section. Except as may be required under the adopted building and electrical codes, such signs shall not require a sign permit and are allowed. Signs that exceed these provisions for size ~~or usage or sign area~~ shall require a sign permit as provided for in Section 18.54.140.
- (1) ~~Address-Required signs. Two (2) address signs are allowed in the H-A, C-D and all residentially zoned properties per lot or building per street frontage, each with a maximum size of two (2) square feet. In all other zoning districts, one (1) address sign is allowed per structure or store front with a maximum of five (5) square feet in size or two (2) signs which, combined, total five (5) square feet in size. (An address may also be placed upon a monument sign base).~~
 - (2) Change of copy. Once a structure receives legally conforming status from the City, the sign copy may thereafter be changed without a permit. All other copy changes, such as painted signs or channel lettering, shall require a sign permit.
 - (3) Changeable copy. Where a sign frame or structure has been approved as a changeable copy sign, subsequent changes of copy only shall not require a permit.
 - ~~(4) Commemorative sign. One (1) sign up to ten (10) square feet in size is allowed per lot.~~
 - ~~(5) Temporary signs associated with approved temporary uses under Section 18.53.050, provided that the schedule for display and removal of the signs is set out in the temporary use permit. Community event sign. With the exception of banners~~

administered by the City over public rights-of-way, off-site community event signs are allowed with the following limitations:

- ~~(6)~~ — The total on-site community event signage per property shall be determined at a rate of one (1) square foot of signage for every four (4) linear feet of building frontage to which the sign is attached. If the site does not contain a building, the site will be allowed up to one (1), six (6) square feet in size sign per lot frontage. All community event signs shall not exceed five (5) feet in height;
- ~~(7)~~ — Off-site community event signs are allowed to be six (6) square feet in size and up to five (5) feet in height;
- ~~(8)~~ — Community event signs shall be displayed no more than forty-five (45) calendar days before and five (5) calendar days after the event;
- ~~(9)~~ — No more than fifteen percent (15%) of the sign can display a sponsor name and/or logo; and

Banners may be a maximum of one hundred twenty (120) square feet in size and may be displayed for City-authorized community events or public service announcements over City rights-of-way and as approved, installed and administered by the City.

- ~~(10)~~ (4) Contractor Construction Site sign. Up to three (3) ~~contractor~~ site signs per street frontage are allowed as follows:-
 - a. ~~Contractor~~ Construction Site signs on H-A, C-D and all residentially zoned properties shall not exceed seven (7) square feet of sign area per face and five (5) feet in height. Properties greater than two and one-half (2½) acres are allowed up to one (1) thirty-two-square-foot sign.
 - b. ~~Contractor~~ Construction Site signs on nonresidential zoned properties with less than two hundred (200) feet of lot frontage shall not exceed twenty-four (24) square feet of sign area per face and eight (8) feet in height;
 - c. ~~Contractor~~ Construction Site signs on nonresidential zoned properties greater than two hundred (200) feet and less than five hundred (500) feet of frontage shall not exceed thirty-two (32) square feet of sign area per face and eight (8) feet in height;
 - d. ~~Contractor~~ Construction Site signs on nonresidential zoned properties with greater than five hundred (500) feet of frontage shall not exceed sixty-four (64) square feet per sign face and ten (10) feet in height; and
 - e. The sign may be displayed no more than forty-five (45) calendar days before and forty-five (45) calendar days after the completion of construction.

~~(11)~~ (5) Cornerstone sign. A cornerstone may be up to a total of four (4) square feet in size.

~~(12)~~ (6) Directional on-premises sign. A property may have any number of directional on-premises signs sufficient to safely direct customers to key locations; however each shall not exceed six (6) square feet in size per face, nor five (5) feet in height. Such

signs shall not include the business name or logo but may include a single background color associated with the business.

~~(7)~~ Election Yard signs and Site Signs. ~~Election~~

- a. Yard signs and site signs are allowed in all zoning districts and are subject to the following provisions:
 1. The total cumulative sign area that is allowed under this subsection (7) is 32 square feet.
 - ~~1.2. Each~~ No individual sign shall have a sign area that not exceeds thirty-two (32) square feet ~~per sign face.~~
 - ~~2.3. Election~~ Yard signs and site signs may be located on a property only with the consent of the property owner, authorized property manager, or legal tenant~~;~~.
 4. In no event shall ~~an yard sign or site-election~~ sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard.
- b. If an individual sign installed pursuant to this subsection (7) exceeds six square feet, it is counted towards any applicable standards of subsection (5), above.

~~(13)~~ (8) Flag. ~~Noncommercial f~~lags are allowed which do not exceed a maximum size of one hundred fifty (150) square feet in size per flag. A total of three hundred (300) square feet flag area is allowed per property.

- a. No part of any flag when fully extended shall protrude over any public right-of-way or property line in any direction.
- b. The freestanding maximum mounting height of flags shall be equal to or less than the maximum building height allowed in the zone district in which the flag is located or (10) feet above the height of the principal structure on the premises, whichever is less.
- c. The flag pole for any individual flag over one hundred (100) square feet must be set back at least equal to the flag pole height from the property line.

~~(14) — Garage and private sale sign. One garage or private sale sign is allowed per residential property. The sign must be placed on private property owned or leased by the person holding the sale, not to exceed six (6) square feet in size. Garage and private sale signs may not be placed for more than three (3) consecutive days and shall not occur more than twice in a calendar year.~~

~~(15)~~ (9) Holiday decoration. Temporary decorations, lighting or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious or commonly celebrated holiday shall be displayed not more than sixty (60) days prior to the holiday, and no more than thirty (30) days after the

holiday. Such decorations may be of any type, number, size, location, illumination or animation if the decorations ~~do not advertise or identify a product or a business and~~ are located so as not to conflict with traffic regulatory devices or create a traffic hazard.

~~(16) — Human sign. A sign carried or worn by a person, whether on public or private property. A person carrying or wearing a sign may be located on a public right-of-way sidewalk, provided that traffic is not impeded, is allowed. Persons holding signs shall not be otherwise located on any public right-of-way, such as a street or median.~~

~~(17) — Ideological sign. A maximum of one (1) ideological sign is allowed and shall not exceed seven (7) square feet per sign face in the H-A or the C-D and on all residential zoned properties, twenty-four (24) square feet on commercial or industrial zoned properties which have less than two hundred (200) feet of lot frontage; thirty-two (32) square feet for commercial and industrial zoned properties which have greater than two hundred (200) feet, but less than five hundred (500) feet of lot frontage; or sixty-four (64) square feet for commercial and industrial zoned properties which have greater than five hundred (500) feet of lot frontage.~~

~~(18)~~ (10) Incidental sign. The combination of incidental signs shall not exceed one and one-half (1½) square feet in size sign area per building entrance.

~~(19) — Nameplate sign. Nameplates may be of any size if not legible from the public right-of-way or the adjacent property.~~

~~(20)~~ (11) Portable sign. One (1) portable sign is allowed per storefront if it can meet all of the following conditions:

- a. Is located within twenty (20) feet of the principal public entrance ~~for which the goods or services are provided to the tenant or occupant that displays the sign;~~
- b. Is no larger than six (6) square feet per face and no greater than forty-eight (48) inches in height;
- c. Is located outside of clear vision zones [see Subsection 18.44.140(e)];
- d. Is in place only during hours of operations;
- e. Is not posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard;
- f. Two (2) immediately adjacent ~~businesses~~ tenants or occupants may share a single sign, not to exceed the standards listed above; and
- g. Any portion of a portable sign located within the public right-of-way must ~~obtain~~ be authorized by a right of way revocable sign permit from the City.

~~(21) — Prohibited activities sign. Signs that prohibit a specific activity shall be no greater than six (6) square feet in size; and shall be placed not to exceed one (1) per street front or one (1) per one hundred (100) feet of lot length, whichever is greater.~~

~~(22)~~(12) Public sign. Public signs may be of any type, number and area, height above grade, location, illumination or animation required by the law, statute or ordinance under which the signs are erected ~~and shall address a health, safety or welfare matter~~. Public signs, government signs and signs on public bus benches and/or shelters in the right-of-way shall not be ~~required to obtain~~ subject to a right of way revocable sign permit. Signs on governmental property outside of the right-of-way ~~will~~ shall require a right of way revocable sign permit.

~~(23)~~ Public affairs sign. Without limitation, banners, flags, pendants and other sign types may be displayed for civic purposes within the public rights-of-way.

~~(24)~~ Real estate sign. One (1) real estate sign is permitted per street frontage on the property being advertised as follows:

- ~~a.~~ Real estate signs on H-A, C-D and all residential zoned properties shall not exceed seven (7) square feet of sign area per face and five (5) feet in height, except that properties zoned H-A, R-E, R-L, R-M, R-MH and PUD of at least five (5) acres in size and R-H properties with at least two hundred (200) feet of lot frontage shall not exceed thirty two (32) square feet of sign area per face and eight (8) feet in height.
- ~~b.~~ Real estate signs on nonresidential zoned properties with less than two hundred (200) feet of lot frontage shall not exceed twenty four (24) square feet of sign area per face and eight (8) feet in height;
- ~~c.~~ Real estate signs on nonresidential zoned properties greater than two hundred (200) feet and less than five hundred (500) feet of frontage shall not exceed thirty two (32) square feet of sign area per face and eight (8) feet in height; and
- d.a. Real estate signs on nonresidential zoned properties with greater than five hundred (500) feet of frontage shall not exceed sixty four (64) square feet per sign face and ten (10) feet in height.

~~(25)~~ Real estate model home sign. One (1) real estate model home sign is allowed per street frontage of the premises on which a model home or a temporary real estate sales office is located as follows:

- ~~a.~~ Real estate model home signs shall not exceed twenty four (24) square feet of sign area per face; and
- ~~b.~~ Freestanding real estate model home signs are limited to six (6) feet in height. Wall-mounted real estate model home signs shall not extend above the top of the wall or parapet wall of the building to which the wall sign is attached.

~~(26)~~ Real estate open house sign. A sign no more than six (6) square feet in size and five (5) feet in height announcing an open house event is allowed per property. Such signs shall be displayed only on the day of the open house and the day prior to the open house. ~~On premises or off premises display of real estate open house signs is~~

permitted, but display in the public right-of-way is prohibited. Off-premises open house signs may be located on private property only with the consent of the property owner; in no event shall a sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard. Pennants and balloons may be affixed to real estate open house signs, provided that such attachments do not encroach upon street or sidewalk right-of-way or create a traffic or sidewalk safety hazard; balloons that are affixed to real estate open house signs shall have no linear dimension greater than two (2) feet.

~~(27)~~ (13) ~~Residential complex or residential subdivision identification sign~~ Detached wall signs or monument signs at subdivision or multifamily complex entry points. ~~Residential complex or residential subdivision identification~~ Detached wall signs or monument signs that are located within 40 feet of a street intersection that provides entry into a subdivision or multifamily complex, provided that they are ~~signs shall be~~ no greater than twenty (20) square feet in ~~size~~ sign area, including all sign faces, and not greater than six (6) feet in height. Two (2) residential complex identification signs are allowed per ~~subdivision entrance~~ intersection.

~~(28)~~ (14) Signs within building. A sign permit is not required where signs are located inside buildings and are not legible from the public right-of-way or, if legible, are within allowed window sign limits.

~~(29)~~ (15) Vehicle signs. It shall not be a violation of this Chapter if the vehicle to which a sign is mounted, painted or otherwise affixed is used for travel between home and work or is temporarily parked away from the business premises while being used to provide the business' services or products, or as personal transportation for the vehicle operator. A parked vehicle which contains or displays signage is allowed when;

- a. The sign does not extend more than one (1) foot above the roofline of the vehicle;
- ~~b. The sign displayed on the vehicle does not direct the public to the advertised business, such as with an arrow;~~
- ~~c.~~ b. The vehicle is not illuminated or does not have flashing signs;
- ~~d.~~ c. The vehicle is licensed and operable; and
- ~~e.~~ d. The vehicle is ~~not to be parked offsite and used to direct customers to an advertised business~~ in use or legally parked.

~~(30)~~ (16) Wind driven devices. The following devices, which are designed to move with wind or forced air, are allowed as follows, provided that signage is not affixed to the device:

- a. Pennant. A pennant flag may be a maximum of one (1) square foot per flag face, and pennant lines shall be no longer than the front lot line or exceed the height of the building. For residential zoned properties, pennants are allowed for open house events only three days per year. For commercial and

industrial zoned properties, pennants are allowed on a single property for any length of time, provided they are maintained and in good condition.

- b. Ground kite. Ground kites are allowed only in commercial or industrial zoned properties as follows:
 - 1. Ground kites shall be affixed to the ground and shall not exceed two (2) feet wide and eight (8) feet tall.
 - 2. One ground kite is allowed for every twenty-five (25) feet of lot frontage.
 - c. Sky dancer. Sky dancer devices are allowed only in commercial and industrial zoned properties as follows:
 - 1. Sky dancers shall be affixed to the ground and shall not exceed two (2) feet wide and eight (8) feet tall.
 - 2. One (1) sky dancer is allowed for every fifty (50) feet of lot frontage, with a maximum of three (3) for each property.
 - d. Wind signs. Wind signs cannot be used in combination on a property, unless approved in advance with a temporary sign permit.
- ~~(31)~~(17) Window sign. A window sign is allowed but shall not exceed twenty-five percent (25%) of the glass surface of individual window panes that are visible from the public right-of-way.

(Ord. 1, 2017 §1(Exh. A), 1-17-2017; Ord. 34, 2010 §1)

18.54.120 - Prohibited signs.

- (a) Except for signs within buildings and not legible or intended to attract the attention of persons outside the building, or signs interior to a development, the following signs are declared to be a public nuisance and are prohibited in all zoning districts of the City. They must be removed unless determined to be legally nonconforming except as provided herein.
 - (1) Abandoned signs. A sign determined to be abandoned as defined in this Chapter must either be removed or covered to conceal the sign copy, confirming its abandonment.
 - (2) Exposed incandescent, high intensity exposed light ~~blubs~~bulbs. The use of exposed light bulbs independently or as a sign or portion of a sign that is visible from any property line on which the sign is located is prohibited.
 - (3) Flashing, animated or imitating signs, including signs that have moving, blinking, chasing, scrolling or other animation effects. Such signs, either inside (including but not limited to: open signs and electronic display signs, etc.) or outside of a building, and which are legible from a public right-of-way must be removed except as follows:
 - a. ~~Time and temperature messaging, which changes its message instantly and does not change copy more frequently than every once every three (3) seconds;~~

b. ~~Electronic message boards used by the City or other public agency to address a health, safety or welfare matter; or~~

~~c.a.~~ Electronic message boards which do not change copy more frequently than every once every thirty (30) seconds as otherwise permitted in this Chapter.

- (4) Imitating sign. Regardless ~~if~~ of whether any clear safety concerns are present.
- (5) Off-premises sign. Except as follows:
 - a. Temporary ~~real-estate~~ signs which are located on a common area outlot, approved by the property owners association; and
 - b. When two (2) or more adjacent landowners co-locate signage on a single sign structure or on a shared property line through a legally binding agreement. For purposes of this provision, the combined lot frontage is used to determine the number of signs allowed.
- (6) Nongovernmental ~~s~~Signs on public utilities. No sign may be attached to utility poles or other public structures within the public right-of-way, except as specifically authorized by the City.
- (7) Roof signs.
- (8) Signs in the public right-of-way. Signs located in any portion of the public right-of-way that do not meet the provisions of this Chapter or that do not have a right-of-way revocable sign permit.

(Ord. 34, 2010 §1)

18.54.130 - Temporary signs, including portable signs, searchlights and beacons.

- (a) Temporary signs shall be allowed per ~~storefront~~ tenant in addition to the amount of permanent signage that is otherwise permitted. Except as provided in Section 18.54.110, above. Temporary signs require a temporary sign permit. Temporary signs shall comply with all other applicable provisions of this Chapter, including the provision of Section 18.54.060 (Sign Permits).
- (b) The total amount of temporary signage shall not exceed thirty-three (33) square feet in all residential R-H and C-L zones, or fifty (50) square feet in all other commercial and industrial zones.
- (c) Temporary signs shall be allowed for any individual commercial or industrial use for no more than a total of sixty (60) days in any calendar year.
- (d) If more than one (1) temporary sign is proposed, each sign will count towards the total calendar year allowance (i.e., 3 signs for 20 days = 60 days). The total sign area for all signs shall not exceed the total amount of temporary sign allowance.
- (e) Temporary signs associated with a temporary use under the provisions of Section 18.53.030 shall be limited to the duration of the temporary use, not to exceed more than ninety (90) days in any calendar year. The temporary sign permit may be extended for up to

an additional thirty (30) days, provided the Community Development Director has granted an extension of the associated temporary use.

- (f) Any property that contains an outdoor electronic messaging display will not be permitted any additional temporary sign allowance.
- (g) Balloons, inflatable signs and other inflatable objects containing text and/or graphics ~~for advertising purposes and~~ which have a total visible area (individually or combined) that does not exceed thirty-three (33) square feet shall be considered a temporary sign and shall require a sign permit. Balloons that do not contain text and/or graphics shall not require a sign permit. No balloon, inflatable sign or other inflatable object shall exceed the height of the principal building on the site and shall not extend over the public right-of-way when fully extended, or impede pedestrian or vehicular traffic.
- (h) Searchlights or beacons shall be considered temporary signs, shall require a sign permit and are allowed a maximum of three (3) days per calendar year. Searchlights or beacons shall not be placed or used in such a way that impedes pedestrian or vehicular traffic, or results in light or glare at grade.

(Ord. 1, 2017 §1(Exh. A), 1-17-2017; Ord. 34, 2010 §1)

18.54.140 - Signs requiring a sign permit.

- (a) The following signs shall require a sign permit:
 - (1) Awning sign.
 - (2) Canopy sign.
 - (3) Electronic messaging display.
 - (4) Freestanding and monument sign.
 - (5) Projecting wall sign.
 - (6) Wall sign.
- (b) Awning sign.
 - (1) If more than twenty-five percent (25%) of the exterior surface of an awning is devoted to sign copy, the entire exterior surface of the awning shall be considered a sign;
 - (2) The entire illuminated exterior area of an internally illuminated awning sign shall be included in the calculation of the sign area;
 - (3) Awning signage will count towards the total wall sign allowance; and
 - (4) Any portion of an awning sign projecting over the public right-of-way must obtain a right-of-way revocable sign permit from the City.
- (c) Canopy sign.

- (1) If the canopy is attached to a building, all or a portion of the available wall signage allowance may be transferred to the canopy, subject to setback provisions.
 - (2) If the canopy is a freestanding structure, all or a portion of the available freestanding signage allowance may be transferred to the canopy, subject to setback provisions and height.
- (d) Electronic messaging display (EMD) sign.
- (1) EMD signs require a design review approval (see Chapter 18.46) and are allowed only in the C-L, C-H, I-L, I-M, I-H and PUD zone districts. An EMD sign in the C-L zone district is limited in hours of operation from 6:00 a.m. to 10:00 p.m.
 - (2) The area of the EMD shall not exceed fifty percent (50%) of a sign face.
 - (3) The EMD shall contain static messages only, changed only instantly or through dissolve or fade transitions, or with the use of other subtle transitions and frame effects that do not have the appearance of moving text or images, and which may otherwise not have movement, or the appearance or optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating or varying of light intensity.
 - (4) The displayed message shall not change more frequently than once per thirty (30) seconds, ~~except for time and temperature signs, which shall not change more frequently than once per three (3) seconds.~~
 - (5) The EMD shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare. Lighting from the message module shall not exceed six hundred (600) nits (candelas per square meter) between dusk and dawn as measured from the sign's face.
 - (6) Applications for sign permits containing an electronic display shall include the manufacturer's specifications and initial nit (candela per square meter) rating and the method of dimming.

~~Messages displayed on the sign module shall only direct attention to a business, product, service or entertainment conducted, sold or offered on the premises on which the sign is located. Community emergency alerts such as traffic hazards, inclement weather or Amber Alerts are exempt from this requirement.~~
 - (7) All existing electronic message displays that contain an electronic changeable copy module which does not comply with the provisions of this Section shall be made to conform to the duration of copy provisions upon the effective date of the ordinance approving such provisions.
 - (8) Any premise that contains an outdoor electronic message display shall not be allowed any temporary signs (per Section 18.54.140).

(e) Freestanding and monument sign.

- (1) Freestanding signs shall be permitted only if constructed with a supporting sign structure, the total width of which exceeds twenty-five percent (25%) of the width of the sign face. This provision applies to all freestanding signs that require a permit, except freestanding signs with less than two (2) vertical feet of sign support, exposed poles or flag poles. Any change of copy to a legally conforming sign does not require compliance with this Section.

~~(2) Any flag that displays a commercial message is subject to the provisions of this Section.~~

~~(3)~~(2) Maximum size, height and setback dimensions. Lot frontage, for the purposes of calculating freestanding sign allowance and placement, shall be determined as follows:

- a. Lot frontage shall be the length of private property contiguous with a public street.
- b. If a lot has more than one (1) street frontage, such as with corner lots, up to two (2) cumulative lot frontages along the lot sides adjacent to public streets may be used to determine the maximum number of signs.
- c. Noncontiguous lot frontage is calculated separately.

~~(4)~~(3) The maximum area of freestanding/monument signs shall be as follows:

- a. In the H-A, C-D, R-MH, R-L, R-M and R-E zone districts, signs shall be in accordance with Section 18.54.110.
- b. In the R-H, C-L zone districts and for uses by special review on any residential zoned property, the maximum area is as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	33
51 ft. to 167 ft.	(Setback minus 50) plus 33
168 ft. or greater	150

- c. In the C-H, I-L, I-M and I-H zone districts, the maximum area is as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	50
51 ft. to 249 ft.	Equal to setback
250 ft. or greater	250

~~(5)~~(4) The maximum height of freestanding signs shall be as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	12
51 ft. to 99 ft.	(Setback minus 50) plus 12
100 ft. or greater	25

- a. In the C-D, H-A, R-E, R-L, R-MH, R-M, R-H and C-L zone districts, the maximum height is six (6) feet, unless otherwise noted in Section 18.54.110.
- b. In the C-H, I-L, I-M and I-H zone districts, the maximum height is as follows:

~~(6)~~(5) Signs attached to fences and freestanding walls, except those in Section 18.54.110, Signs not requiring a permit, shall be regulated as a freestanding sign and shall count toward freestanding signage allowances.

~~(7)~~(6) For properties with less than two hundred (200) feet of lot frontage, either of the following is permitted:

- a. A freestanding sign may be used in lieu of the allowed wall signage, the sign will be allowed to comply fully to the freestanding sign size and height limits as listed in the charts above; or
- b. A combination of freestanding or wall signage is allowed where the sum of the percentage of each sign's size, as a portion of the total allowed, does not exceed one hundred percent (100%) of maximum sign allowance for either category or sign. The percentage of wall signage shall be based on the total amount of wall signage allowed on the principal face of the building located closest to the freestanding sign. The percentage of freestanding sign shall be based on the maximum size of freestanding sign allowed, given the sign's setback from the center line of the adjoining public right-of-way (Figure 18-42).
- c. One (1) freestanding sign is a permitted use on a site with a minimum of two hundred (200) feet of street right-of-way frontage; two (2) freestanding signs are permitted with a minimum of five hundred (500) feet of contiguous street right-of-way linear frontage in the R-H, C-L, C-H, I-L, I-M and I-H zone districts.

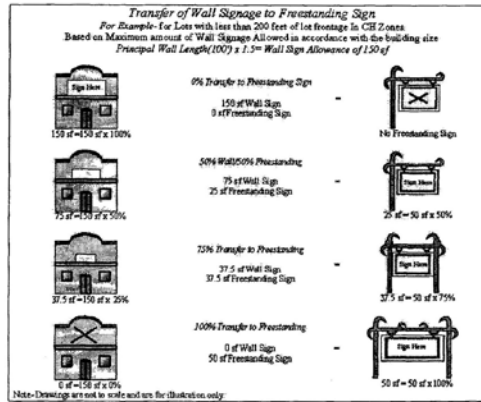


Figure 18-42: Transfer of Wall Signage to Freestanding Signage

~~(8)~~(7) Where two (2) or more property owners share a common lot line, the property owners may combine lot frontage for the purpose of sharing a freestanding sign on or near the common lot line.

(f) Projecting wall sign.

- (1) A projecting sign shall not be higher than the top of the wall or the bottom of the roof eave.
- (2) A projecting sign must have eight (8) feet clearance from grade and may not extend more than four (4) feet from the building wall except where the sign is an integral part of an approved canopy or awning.
- (3) A projecting sign is included in the total wall sign allowance.
- (4) A projecting sign over public right-of-way must obtain a revocable sign permit.

(g) Wall signs.

- (1) Signage allowance by zone district shall be calculated as follows:

Zone District	Signage allowed per principal building frontage	For secondary building frontage, additional signage allowed per linear feet of building
H-A, C-D, R-E, RMH, R-L and R-M	N/A	N/A
R-H	.25 sq. ft.	N/A
C-L	1 sq. ft.	.5 sq. ft.
C-H and I-L	1.5 sq. ft.	1 sq. ft.
I-M and I-H	2 sq. ft.	1 sq. ft.

- (2) The maximum area of each wall sign shall be calculated as below in this Subsection.

- a. H-A, C-D, R-E, R-MH, R-L and R-M shall be in accordance with Section 18.54.110.
- b. R-H and C-L Zone Districts.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	40 ft.
51 ft. to 160 ft.	Setback minus 10 ft.
161 ft. or greater	150 ft.

- c. C-H and I-L Zone Districts.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	60 ft.
51 ft. to 190 ft.	Setback plus 10 ft.
191 ft. or greater	200 ft.

- d. I-M and I-H Zone Signs.

Setback	Maximum Size (sq. ft.) per Sign Face
<i>Less than 50 ft.</i>	<i>90 ft.</i>
<i>51 ft. to 210 ft.</i>	<i>(Setback minus 50) plus 90 ft.</i>
<i>211 ft. or greater</i>	<i>250 ft.</i>

(3) Wall signage shall comply with the following conditions:

- a. **Parapet Wall.** No wall sign may be attached to or displayed against any parapet wall that does not extend at least seventy-five percent (75%) of the perimeter of the roof enclosed by the parapet. No sign shall exceed the height of the parapet wall. This standard does not apply to existing building as of the date of the adoption of the Code.
- b. **Roof Line.** No wall sign may extend above the roof line of a building except as permitted on a parapet wall.
- c. **Mechanical Room.** No wall sign may be displayed on the wall of a mechanical room or penthouse or other such enclosed space which is not habitable by the occupants of the building.

- d. Sign Depth or Projection. No sign, including any light box or other structural part, shall exceed a depth of twenty (20) inches.
- e. ~~Mural. Any portion of a mural that is considered signage based on the provisions of this Chapter shall be included in the calculation for determining expended sign area.~~

(Ord. 34, 2010 §1)

18.54.150 - Public, quasi-public and institutional uses (nonresidential uses in residential zone districts).

- (a) Public/Private Schools: Public schools are encouraged to adhere to the same sign standards as private schools, which are those that are allowed in the R-H zone district.
- (b) All other public, quasi-public or intuitional signage shall comply with the standards of the R-H zone district.

(Ord. 34, 2010 §1)

18.54.160 - Signs in Planned Unit Development zoned districts.

- (a) The provisions in this Chapter shall be used to guide signage within Planned Unit Development (PUD) requests.
- (b) Proposed PUD development may include a specific sign plan which includes sign standards that address size, height, design, lighting, color, materials, location and method of construction of all signage planned within the PUD to ensure that all such signage is designed in a harmonious and compatible manner. Absent a specific sign plan, the City will apply sign standards closest to the zone district the PUD land uses represent. The City Council may impose alternate standards relating to signage if it is determined that there are commensurate design trade-offs proposed for signage with a particular PUD, as provided in Subsection 18.32.040(d) of Chapter 18.32, Planned Unit Developments.

(Ord. 34, 2010 §1)

18.54.170 - Historic signs.

- (a) Notwithstanding any other provisions of this Chapter, a historic sign may be kept, used, owned, maintained and displayed subject to the following provisions:
 - (1) The sign has been designated as a historic landmark by the Greeley Historic Preservation Commission (HPC) and
 - (2) The sign is structurally safe or is capable of being made structurally safe while maintaining its historic character. All structural repairs and restoration of the sign to its original condition shall be made within three hundred sixty-five (365) calendar days of designation of the sign as a historic landmark and shall be subject to approval by the HPC prior to any work commencing.

- (b) All signs that have been designated as historic landmarks shall be exempt from Section 18.54.190 relating to abandoned signs if the sign continues to meet all of the requirements of this Section.
- (c) For the purposes of this Section, if a historic sign has been moved from its original site, such sign shall no longer be considered a historic sign unless specifically so considered by the HPC. If such a sign is moved, a new sign permit under the provisions of Section 18.54.140 shall be required for the new location.
- (d) Words, symbols or "ghost signs" that are painted, engraved or carved into a building and that no longer relate to the use or occupant of the building shall not be counted as signage.

(Ord. 34, 2010 §1)

18.54.180 - Nonconforming signs.

- (a) A legal nonconforming sign or sign structure may continue to exist until one (1) of the following conditions occurs:
 - (1) The sign has been abandoned and not reestablished for ninety (90) consecutive days or longer.
 - (2) Other than for routine maintenance involving spot repainting, cleaning or light bulb replacement that does not make substantial improvements, if repairs involve nonconforming sign alterations other than allowed in 18.54.200, compliance with all provisions of this Chapter shall be required.
 - (3) Changing the copy of an off-premises sign and nonconforming signs shall not be considered a change requiring compliance with this Chapter unless there is a change to the size; a change, or removal of, a support structure or frame, or a portion thereof, whether replacing such structure or frame or not, and/or a change in the orientation of the sign. ~~A change of copy of an off-premises sign to on-premises advertising is considered a change of use requiring full compliance with all provisions of this Chapter.~~
- (b) Lawfully nonconforming signs which are nonconforming due to size are included in the total sign allowance for the property as follows:
 - (1) If the excess signage is in the wall sign the amount greater than the allowed is considered a transfer to the freestanding sign allowance and the freestanding sign allowance is thereby reduced proportionally.
 - (2) If the nonconforming sign is freestanding, no transfer is allowed to the wall.
- (c) Two (2) or more legal, nonconforming, freestanding signs on the same lot may be combined into one (1) new legal nonconforming sign. In this event, the maximum size of this new sign shall be one hundred twenty-five percent (125%) of the maximum size specified in Subsection 18.54.140(d) for the particular location and type of sign. This provision shall be utilized only one (1) time per property.

- (d) The Community Development Director may approve alternative compliance nonconforming sign proposals one (1) time per property as long as the proposed alternative reduces all elements of the signage nonconformance, by at least fifty percent (50%). This one-time provision may be used to address all nonconforming signs on the site, or for only one (1) nonconforming sign type on the site.
- (e) Temporary signs, window signs and dilapidated signs shall not be considered legal nonconforming signs.

(Ord. 34, 2010 §1)

18.54.190 - Abandoned signs.

- (a) A sign meeting the definition of abandoned under this Chapter must be removed or covered upon determination of its abandonment.
- (b) At such time that either a portion or all of a sign, sign frame, sign components or sign supporting structure are no longer in use for a period of ninety (90) consecutive days, such sign frame, sign components or sign supporting structure shall be brought into conformance by removal or the placement of a new permitted conforming sign, components and structure.

(Ord. 34, 2010 §1)

18.54.200 - Sign construction and maintenance standards.

- (a) All signs and all parts, portions and materials shall be manufactured, assembled and erected in compliance with all applicable state, federal and City regulations and the adopted building and electrical codes.
- (b) All signs, including those signs not required to obtain a sign permit as provided in Section 18.54.100, shall be maintained and kept in good repair, and in conformance with the original sign permit. A sign that is maintained and kept in good repair shall meet the following criteria:
 - (1) All sign supports, braces, guy wires, anchors and related screening are kept in repair, in a proper state of preservation, including as may be required by Paragraph 18.40.070(a)(4) of this Code.
 - (2) There is no evidence of deterioration, including chipped or peeling paint, rust, corrosion, fading, discoloration, broken or missing sign faces, text, logos, graphics or other elements of the sign.
 - (3) There are no missing, flickering or inoperative lights that create a perception of deterioration or abandonment of the sign.
- (c) Where repairs involve a nonconforming sign, the provisions of Section 18.54.180 shall also apply.
- (d) Any non-maintained sign shall be repaired or replaced within fifteen (15) calendar days following notification from the City. Noncompliance with such notice shall constitute a nuisance subject to enforcement actions.

- (e) Signs, their structures and supports and related screening, shall be constructed of materials normally and typically intended to be used for such items.

(Ord. 34, 2010 §1)

18.54.210 - Alternative compliance.

- (a) Conditions may exist where strict compliance is impractical or impossible, or where maximum achievement of the City's objectives can only be obtained through alternative compliance. It is not the intent of alternative compliance to modify or reduce requirements of this Sign Code, but to provide equivalent standards in a creative way subject to approval under the provisions herein.
- (b) Requests for alternative compliance may be accepted for any application to which the requirements of this Chapter apply. A written request may be submitted to modify an individual sign allowance, which shall meet one (1) or more of the following criteria:
 - (1) Topography, soil, vegetation or other site conditions are such that full compliance is impossible or impractical; or improved environmental quality would result from alternative compliance.
 - (2) Space limitations, unusually shaped lots and prevailing practices in the surrounding neighborhood, may justify alternative compliance for infill sites and for improvements and redevelopment in older neighborhoods.
 - (3) Safety considerations make alternative compliance necessary.
 - (4) The proposed alternative is aesthetically more complementary to the site, better fits into the context of the area, improves the overall architectural appeal of the area and/or meets or exceeds the design objectives as described in the City's Comprehensive Plan. Where there is a strong architectural theme established in an area, the proposed alternative shall be consistent with or complementary to that theme. In an existing area where there is no established theme, the proposed alternative shall provide an architectural theme that is consistent with the Comprehensive Plan and improves the quality of development in the area.
- (c) Application for alternative compliance shall include the following information:
 - (1) Written description of the conditions provided in Subsection (b) above, which apply to the subject property;
 - (2) The applicant shall submit a sign plan consisting of a written statement addressing the proposal and the review criteria, along with dimensioned graphic plans identifying the following items for all signs on the property:
 - a. Written and graphic illustration of the proposed alternative, including areas of departure from code standards;
 - b. Sign style, type, location, size (area) and height for wall and freestanding signs;
 - c. Materials and colors for all signs and support structures;

- d. Sign illumination devices and brightness levels, if applicable; ~~and~~
- ~~e. Other information as may be required by the Community Development Department to make a thorough evaluation of the proposed alternative.~~

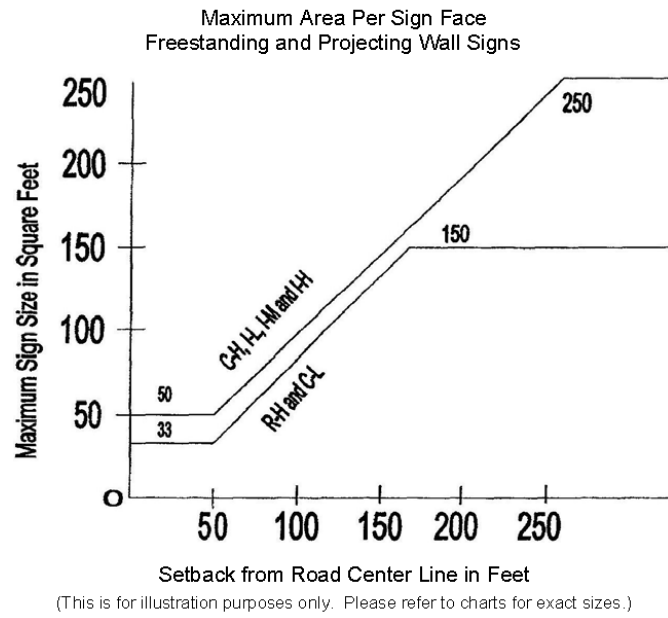
- (d) Upon receipt of a complete application as provided in Subsection (c) above, the application will be evaluated administratively through the Administrative Review Team, with the final decision made by Community Development Director.
- (e) If the Community Development Director finds that the provisions in Subsection (b) are met, the Director shall approve the request for alternative compliance in writing. If the Community Development Director finds that the provisions in Subsection (b) above have not been met, the Community Development Director shall deny the request for alternative compliance and the applicant may appeal such decision in accordance with Chapter 18.24, Appeals.

(Ord. 34, 2010 §1)

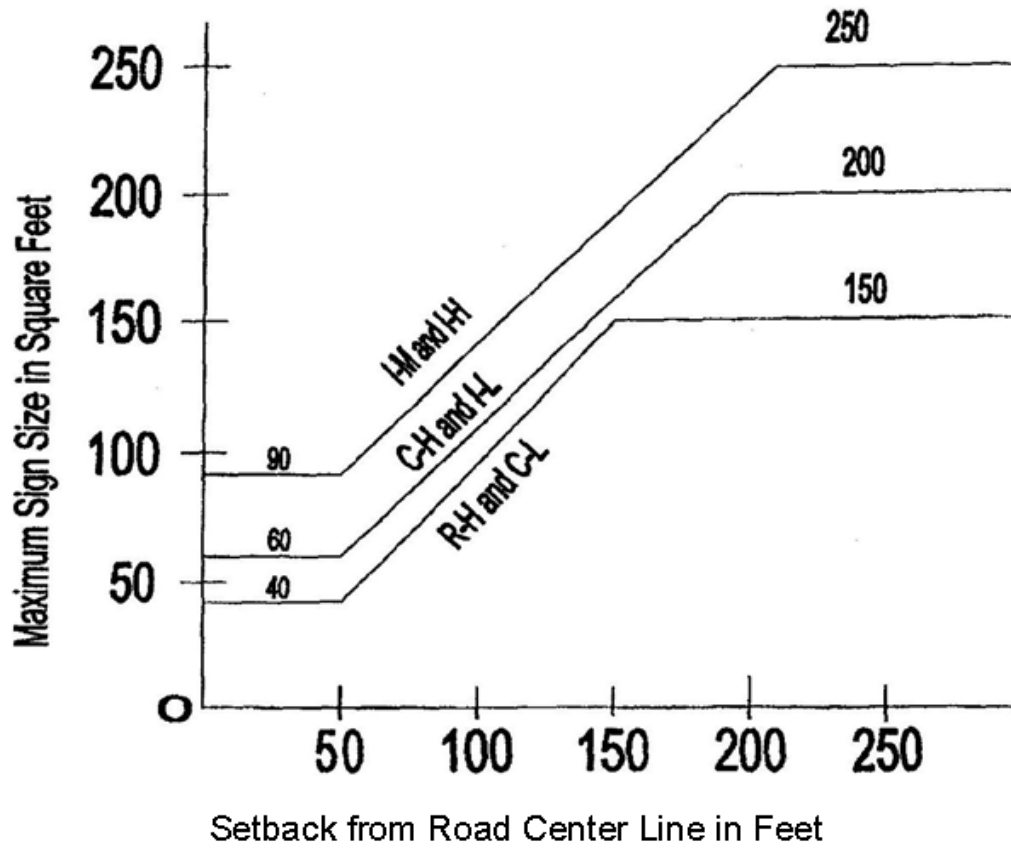
18.54.220 - Sign chart.*

Zoning District	Type of Sign Allowed	Max. total amount awning, wall & projecting wall signage allowed per linear foot of wall	Max. Sign Face Area for Awning and Wall Signs	Maximum Freestanding Sign Height	Maximum Size for Freestanding Signs	Number of Freestanding Signs
C-D, H-A, R-L, R-E, R-MH, R-M	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110
R-H	Freestanding, wall and awning	.25 sq. ft.	See Subsections 18.54.140(b)—(g)	6 ft.	See Subsection 18.54.140(e)	1 sign where lot frontage is greater than or equal to 200 ft., but less than 500 ft.
C-L	Freestanding, wall and awning	1 sq. ft., plus an additional .5 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)—(f)	6 ft.	See Subsection 18.54.140(e)	2 signs where lot frontage is greater than 500 ft.
C-H, I-L	Freestanding, wall, projecting wall and awning	1.5 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)(f)	See Subsection 18.54.140(d)	See Subsection 18.54.140(d)	2 signs where lot frontage is greater than 500 ft.
I-M & I-H	Freestanding, wall, projecting wall and awning	2 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)(f)	See Subsection 18.54.140(d)	See Subsection 18.54.140(d)	2 signs where lot frontage is greater than 500 ft.

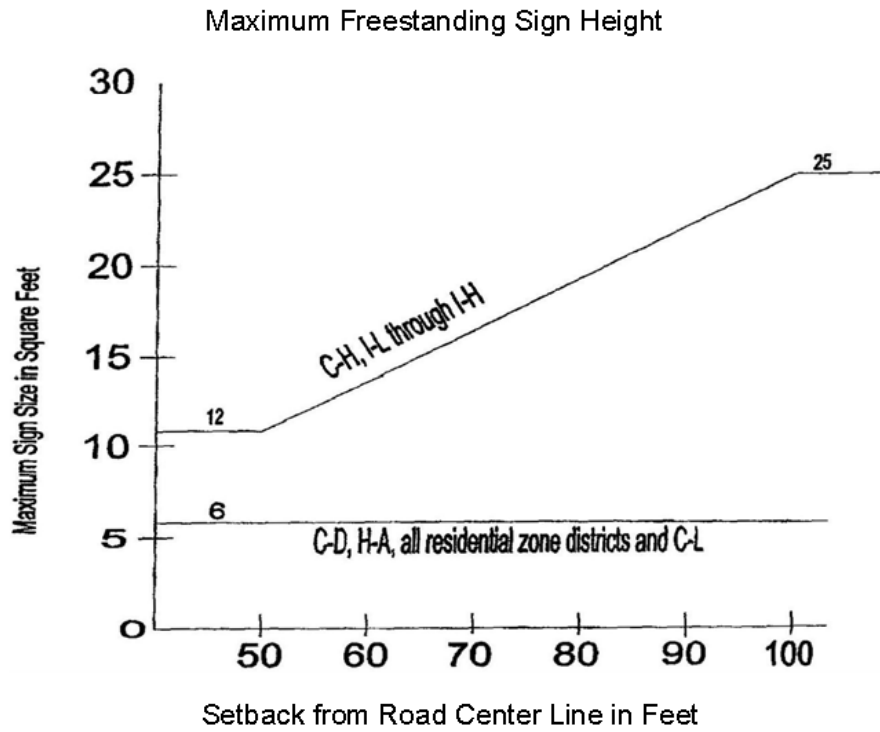
* This chart summarizes key signage allowances; see specific code sections for code details and/or exceptions.



Maximum Area Per Sign Face
Awning and Wall Sign Chart



(This is for illustration purposes only. Please refer to charts for exact sizes.)



(This is for illustration purposes only. Please refer to charts for exact sizes.)

(Ord. 34, 2010 §1)

Chapter 18.54 - Signs

18.54.010 - Purpose and intent.

- (a) The purpose of this Chapter is to promote, preserve and protect the health, safety and general welfare of the inhabitants of the City by providing reasonable regulations and standards relating to signs.
- (b) This Chapter shall be referred to as the "City of Greeley Sign Code." It may also be referred to herein as the "Sign Code."
- (c) The intent of this Chapter is to provide regulations and standards regarding signs, such that:
 - (1) The signs visually enhance the property on which they are located, adjacent land uses and the overall City;
 - (2) Flexibility is provided with respect to the location, dimensions and design of signage, consistent with other intents expressed in this Sign Code;
 - (3) The public is protected from damage or injury caused by poorly designed or maintained signs or distractions and hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs;
 - (4) Signs are appropriate for the size of street to which they are oriented;
 - (5) Signs are appropriate to the type of zoning and land uses to which the signs pertain and any incompatibility between signs and their surroundings is minimized;
 - (6) Signs are consistent with other community planning, land use, traffic, building and development standards;
 - (7) This Sign Code assists in the implementation of the City of Greeley Comprehensive Plan goal of fostering attractive design that promotes unique Greeley's style, values, priorities, and excellence; coordinates and complements historical elements, where appropriate; and supports First Amendment values and Greeley economic development; and
 - (8) Signs that are lawfully nonconforming are induced to come into full compliance with these regulations.

(Ord. 34, 2010 §1)

18.54.020 - Application and installation.

The provisions in this Chapter shall apply to all signage within the City.

- (1) It shall be unlawful for any person to erect, place, enlarge, alter, repair or convert a sign in the City except in accordance with the provisions of this Chapter.
- (2) All signs require a permit unless specifically exempted, by this Chapter. Fees for sign permits are as established in Chapter 18.10.040 of the Development Code.

- (3) Installation. Except for signs not requiring a permit as described in Section 18.54.110, a permit must be obtained from the City prior to installation.

(Ord. 34, 2010 §1)

18.54.030 - Variances and appeals.

- (a) Variances to the dimensional standards established in this Chapter shall be administered in accordance with the provisions in Chapter 18.22, Variances, and this Section of this Code. Variances to any other provision of this Chapter shall not be permitted.
- (b) Sign variances shall only be granted after a finding of the Zoning Board of Appeals that the application complies with all of the considerations for a variance as specified in Chapter 18.24 and this Chapter of this Code. In addition to the criteria identified in Chapter 18.22, Variances, the Board shall consider, but not be limited to, the following factors as applicable in granting a variance:
 - (1) Historic value as determined by the Historical Preservation Commission;
 - (2) Architectural integrity;
 - (3) Any variance granted shall be the minimum needed to accommodate or alleviate the difficulty or hardship involved;
 - (4) A variance is necessary to accommodate an unusual or atypical lot configuration or physical aspect of the site which makes a reasonable use of the property unreasonable without a variance;
 - (5) Any difficulty or hardship constituting the basis for a variance shall not be created by the party seeking the variance, nor shall it be due to or a result of the general conditions in the area;
 - (6) Granting the variance is necessary to alleviate a health or safety issue related to the site;
 - (7) Granting the variance is consistent with the Comprehensive Plan, area and/or neighborhood plans, or may achieve a better result in meeting the intent of the plan objectives than if the codes were strictly applied.
- (c) Sign variances shall not be transferable to a new location on the property unless first approved in writing by the Community Development Director that the changed location on the site substantially complies with the conditions of the original variance. Changes to a sign that received a variance, with the exception of changes in sign text or copy that do not result in any structural changes to the sign, shall require compliance with all applicable provisions of this Code.
- (d) Any sign variance which was in effect and applied to an installed sign still in place prior to the adoption of this Code, as amended, may be continued under the provisions of that variance until a change to a sign is requested, at which time a new variance shall be applied for or the sign shall comply with all applicable provisions of this Code.
- (e) Appeals shall be conducted under the provisions of Chapter 18.24, Appeals.

(Ord. 34, 2010 §1)

18.54.040 - Enforcement.

- (a) Enforcement of the provisions of this Chapter shall be by the Community Development Director or her or his designee in accordance with Section 1.33 of the Municipal Code.
- (b) Public Right-of-way - illegal or unauthorized sign.
 - (1) In addition to all other enforcement authority available to the City, the City may also remove or cause to be removed any illegal or unauthorized sign from the public right-of-way without notice to any party. The cost of removal as may be assessed by the City is the responsibility of the owner of the sign or, if unknown, the owner of the property.
 - (2) The City shall have the authority to dispose of all unauthorized or illegal signs removed from the public right-of-way without notice to the owner of such signs. The cost of removal and storage of removed signs as may be assessed by the City shall be the sole responsibility of the owner of the sign.
- (c) Private Property – illegal or unauthorized sign. The property owner or resident of the property may remove signage that is unauthorized or illegal.

(Ord. 34, 2010 §1)

18.54.050 - Definitions and interpretations.

- (a) Definitions. The following words, terms and phrases used in this Chapter shall have the following meanings:

Abandoned sign:

- (1) A sign or sign structure and components, for which no legal owner can be found; and/or
- (2) A sign and structure which are used to identify or advertise a business, tenant, owner, product, service, use, event or activity that has not been located on the premises for a period of ninety (90) consecutive days or longer.

Address sign shall mean a type of required sign that displays the address of a building or property, as required by the applicable fire and/or building code. *Advertise* shall mean to attract attention to a business, product, service, use or event with a sign, display item or other device, such as flags, pennants, air driven devices and lights.

Animated sign (see *Flashing or animated* or *Imitating sign*).

Art shall mean all forms of original creations of visual art, including but not limited to sculpture; mosaics; painting, whether portable or permanently fixed, as in the case of murals; photographs; crafts made from clay; fiber and textiles; wood; glass; metal; plastics; or any other material or any combination thereof; calligraphy; mixed media composed of any combination of forms or media; unique architectural styling or embellishment, including architectural crafts; environmental

landscaping; or restoration or renovation of existing works of art of historical significance. Works of art are not intended to be used for commercial advertising purposes.

Awning shall mean a framed exterior architectural feature, attached to and supported from the wall of a building and/or held up by its own supports, which provides or has the appearance of providing shelter from the elements to pedestrians, vehicles, property or buildings.

Awning, internally illuminated shall mean any transparent or translucent backlit awning or awning lettering which transmits light from within the awning to the outside surface of the awning.

Awning sign shall mean a sign that is mounted or painted on or attached to an awning.

Backing shall mean the background area of a sign, which differentiates the total sign display from the background against which it is placed.

Banner shall mean a sign applied to flexible materials (e.g., cloth, paper or fabric of any kind) with no enclosing framework.

Beacon (see *Searchlight, strobe light or beacon*).

Building appurtenance shall mean the visible, functional or ornamental object accessory to and part of a building.

Building frontage, principal shall mean the horizontal linear dimension which is designated as the primary façade of that portion of a building occupied by a single use or occupancy.

Building frontage, secondary shall mean that dimension of a building abutting a public right-of-way other than the principal building frontage.

Building signs shall mean signs that are attached to and supported by a building; whether the wall, window, or roof of building.

Candela is a unit of luminous intensity, defined as the luminous intensity of a source that emits monochromatic radiation of frequency 540×10^{12} Hertz and that has a radiant intensity of 1/683 watt/steradian, and adopted in 1979 as the international standard of luminous intensity.

Canopy shall mean a roofed structure for the purpose of shielding pedestrian walkways or driveways which service operations or equipment, such as with a gas station or bank drive-up facility.

Center line (of public right-of-way) shall mean a line running midway between the bounding right-of-way lines of a street or alley. For the purposes of signage calculation, the center line shall mean the apparent center line of the road determined by finding the point midway between the outer edges of the road surface.

Changeable copy sign (also known as a *marquee sign*) shall mean a sign designed to allow the changing of copy as with individual letters through manual means, without altering the sign backing or structure in any such way.

Channel letters, individual letters, raceway or channel sign shall mean individual letters, flat cutout letters, or symbols constructed to be applied singly in the formation of a wall sign or a freestanding sign.

Clear vision zone or area shall mean that area within which the City requires an unobstructed line of sight necessary for most drivers stopped at an intersection to see an approaching vehicle, pedestrian or bicyclist to avoid a collision.

Cornerstone shall mean a stone forming a part of a corner or angle in a wall that provides building identification.

Day shall mean a calendar day.

Dissolve shall mean a mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

Electronic message display shall mean a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

Exposed incandescent or high intensity discharge lighting shall mean any sign or portion of a sign that utilizes an exposed incandescent or high intensity lamp, with the exception of neon.

Fade shall mean a mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Feather flag (see Ground kites).

Figure shall mean outline, shape or pattern of numbers, letters or abstract images.

Flag shall mean a finished piece of flexible material designed to be attached to or flown from a flagpole or similar device, and which typically (but not necessarily) displays the name, insignia, emblem or logo representing a nation, state, municipality, civic group, idea, sports team, or other commercial or noncommercial organization (see also *Pennants*).

Flashing or animated shall mean signs or lighting with flashing, blinking, moving or other animation effects, or that give the visual impression of such movement by use of lighting, or intermittent exhibits or sequential flashing of natural or appearance of artificial light or colors, including those signs that rotate, revolve, spin, swing, flap, wave, shimmer or make any other motion, or illusion of motion, or which imitate official governmental protective or warning devices (see *Imitating sign*).

Frame (EMD) shall mean the content (images, text, background colors, etc.) that is displayed on an electronic message display at a fixed point in time.

Frame effect shall mean a visual effect that is used on an electronic message display to attract the attention of viewers by displaying modified versions of a frame (e.g., changes in brightness, contrast, color, perspective, or content elements) in succession, providing the effect of animation or transition (e.g., fade or dissolve).

Freestanding sign shall mean a sign which is not attached to a building. A freestanding sign shall include, but is not limited to, a pole, monument, a canopy and freestanding wall sign. A sign that extends more than four (4) feet from a wall but is attached and/or is part of a canopy, or an awning shall be considered a freestanding sign.

Freestanding wall or fence shall mean either a wall that is not attached to a building, or a wall attached to a building that projects more than four (4) feet beyond the exterior wall of the habitable portion of the building.

Frontage lot/property shall mean that portion of a lot that is directly adjacent to a public street.

Ghost sign shall mean old hand-painted signage that has been preserved on a building for an extended period of time, whether by actively keeping it or choosing not to destroy it.

Grade shall mean the average elevation of the finished surface of the ground, paving or sidewalk with a radius of five (5) feet from the base of the structure.

Graphic shall mean drawings, decals, paint or illustrations.

Ground kites are freestanding frames usually covered with flexible fabric and designed to be animated by the wind to attract attention. Ground kites may also be referred to as “feather flags” or “teardrop flags.”

Historic sign shall mean a sign that has been officially designated as a historic landmark.

Holiday decoration shall mean temporary decorations, lighting or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious or commonly celebrated holiday.

Human sign shall mean a person carrying or wearing a sign.

Illumination shall mean the use of artificial or reflective means for the purpose of lighting a sign.

Imitating sign shall mean signs which purport to be, are an imitation of, or resemble an official traffic sign, signal or equipment which attempt to direct the movement of pedestrian or vehicular traffic using the words such as "Stop," "Danger" or "Caution" to imply a need or requirement to stop, or a caution for the existence of danger, such as flashing red, yellow and green (see *Flashing or animated sign*).

Incidental sign shall mean signs, emblems or decals attached to a building or permanent structure that are less than 80 square inches in sign area, and not applied in a cumulative manner so as to circumvent the provisions of this Sign Code.

Indirect lighting shall mean reflected light or lighting directed toward or across a surface.

Individual letters (see *Channel letters*).

Inflatable sign or inflatable object shall mean any object filled with air or other gas, whether sealed (e.g. balloons) or driven by a fan (e.g., “sky dancers”), which is intended to attract attention from adjacent properties or rights-of-way.

Internal illumination shall mean a light source that is contained within the sign itself, or where light is visible through a translucent surface.

Joint sign shall mean a sign, structure or surface which serves as a common or collective medium for display of messages by two (2) or more occupants of the same property (see *Multi-tenant sign*-).

Kiosk shall mean a freestanding structure upon which temporary information, such as posters, notices, or announcements, are posted.

Leading edge shall mean the point of a sign, including its support structure, nearest to the public road right-of-way.

Legally nonconforming signs are signs which were lawfully constructed and erected prior to the most recent enactment of this Chapter and have been maintained as a sign, but which no longer comply with the provisions of this Chapter as amended.

Legible shall mean a sign capable of being read with certainty without visual aid by a pedestrian of normal visual acuity from a specified vantage point (or if no vantage point is specified, from the adjacent street right-of-way or adjacent private property).

Maintenance of a sign shall mean cleaning, repairing, painting or replacement of defective parts in a manner that does not alter the dimension, material or structure.

Menu board shall mean a permanently mounted sign at a drive-in or drive-thru facility that is not legible from the adjacent street right-of-way.

Monument sign shall mean a freestanding sign supported primarily by an internal structural framework or other solid structure features where at least sixty percent (60%) of the base of the sign is in contact with the ground.

Multi-tenant sign shall mean a sign which displays messages for two (2) or more tenants of a multi-tenant property. .

Neon shall mean a sign illuminated by a light source consisting of a neon or gas tube that is bent to form letters, symbols or other shapes.

Nits shall mean a unit of measurement of luminance, or the intensity of visible light, where one (1) nit is equal to one (1) candela per square meter.

Nonconforming sign (see *Legally nonconforming signs*).

Off-premises advertising device shall mean a sign or device that advertises a business establishment, good, facility, service or product which is not sold or conducted on the premises on which the sign or device is located, and which may be designed to change copy on a periodic basis.

On-premises sign shall mean a sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

Parapet wall shall mean an extension of the fascia wall above the roofline, which appears contiguous architecturally.

Pennants shall mean any long, narrow, usually triangular flag typically made of lightweight plastic, fabric or other material, usually found in a series on a line and designed to move in the wind.

Permanent sign shall mean a sign attached to a building, structure, or the ground in a manner that precludes ready removal or relocation of the sign.

Permitted sign shall mean a sign having a legal permit issued in accordance with the provisions of this Chapter.

Pole or Pylon sign shall mean a freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or base structure (other than a footer). *Portable sign* shall mean a sign that is not

permanently affixed to a building, structure or the ground and that is easily moved, such as a sandwich board sign.

Premises shall mean the land, site or lot at which, or from which, a principal land use and activity is conducted.

Projecting wall sign shall mean any sign attached to a building and that extends more than twenty (20) inches from the surface to which it is attached, but no more than four (4) feet from the wall of the building. Signs projecting more than four (4) feet from the building shall be considered freestanding signs.

Public sign shall mean a sign erected and maintained by or on behalf of the City or a governmental entity that is not subject to the City's jurisdiction, on property owned or controlled by the City or governmental entity; or a sign that is required or specifically authorized for a public purpose by any law, statute, ordinance, resolution, or approved development plans, including way-finding signs installed by a governmental entity within the public right-of-way, traffic control devices; public notices, and the like. *Required sign* means a sign that is required to be displayed on private property by an applicable law (e.g., a sign displaying the address of property as required by the building code, signs required by the Occupational Health and Safety Act, etc.)

Roof sign shall mean a sign that is mounted on the roof of a building or structure, such as a portico, which is wholly dependent upon a building for support and which projects above the parapet of a building with a flat roof or above the peak of the roof of that portion of the roof on which the sign is placed.

Searchlight, strobe light or beacon shall mean a stationary or revolving light that flashes or projects illumination, single color or multicolored, in any manner that is intended to attract or divert attention; excluding any device required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Sight distance (see *Clear vision zone or area*).

Sign shall mean any device, surface, object, structure, building architecture or part thereof using graphics, symbols or written copy for the purpose of advertising, identifying, or announcing or drawing attention to any establishment, product, goods, facilities, services or ideas, whether of a commercial or noncommercial nature.

Sign allowance shall mean the amount of signage that is allowable under the provisions of this Chapter.

Sign alteration shall mean any change of copy (excluding changeable copy signs), sign face, color, size, shape, illumination, position, location, construction or supporting structure of any sign.

Sign area shall mean the entire face of a sign and any backing, frame, trim or molding, and which may include the supporting structure.

Sign backing shall mean the surface, pattern or color of which any sign is displayed upon, against or through and that forms an integral part of such display and differentiates the total display from the background against which it is placed.

Sign face shall mean the area of the sign on which the copy is placed, or, for individual cutout letters, painted letters, channel letters or symbols, the perimeter of the individual elements shall be considered the area of the sign.

Sign frame shall mean a sign cabinet or that portion of the sign that holds the sign face in place.

Sign height shall mean the vertical distance measured from the grade, as defined herein, to the highest point of the sign or sign structure.

Sign, interior to a building shall mean signs inside buildings that are not legible from the public right-of-way.

Sign, interior to development shall mean any sign that is located so that it is not legible from any adjoining property or the public right-of-way and not oriented in such a way as to attract the attention of those traveling along the right-of-way.

Sign permit shall mean a permit issued by a Building Official and which is required for any sign specified under Section 18.54.060.

Sign separation shall mean the distance or spacing between individual signs, whether they are on the same structure or on separate structures, as measured by a straight line.

Sign setback shall mean the minimum distance required from the apparent centerline of the right-of-way to any portion of a sign or sign structure.

Sign structure shall mean the supports, uprights, bracing or framework of any structure for the purposes of displaying a sign.

Site sign shall mean a temporary freestanding sign constructed of vinyl, plastic, wood or metal and designed or intended to be displayed for a short period of time on a construction project.

Sky dancers shall mean freestanding tubes which often simulate the shape of a person into which air is forced to inflate and animate and which do not characterize a commercial message or contain a message.

Symbol shall mean a graphic device which stands for a concept or object.

Teardrop sign (see Ground kites).

Temporary sign shall mean any sign not intended for permanent installation, such as, but not limited to, a yard sign, site sign, banner, balloon, pennant, searchlight or beacon.

Transition shall mean a frame effect used on an electronic message display to change from one (1) message to another.

Vehicle signs shall mean signs which are attached to or located on licensed vehicles, trailers or semi-trailers and contain or display signage for the primary purpose of advertisement, excluding bumper stickers on the bumper, and similar-sized adhesive decals.

Wall sign shall mean a sign attached parallel to and extending less than twenty (20) inches from the wall of a building, fence or freestanding wall. Wall signs shall include painted, individual letter, cabinet signs and those signs located below the peak of the roof of a building which are not specifically defined as roof signs.

Wind sign (see Pennants , Ground kites and Sky dancers).

Window sign shall mean any signage or graphics applied directly to a window surface or any sign hanging within twelve (12) inches of the interior surface of a window, or which is clearly evident through a window and oriented to attract the public on to the premises.

Yard sign shall mean a temporary portable sign constructed of paper, vinyl, plastic, wood, metal or other comparable material, and designed or intended to be displayed for a short period of time.

- (b) Interpretation. This Sign Code is not intended to, and does not restrict speech on the basis of its content, viewpoint, or message. No part of this Sign Code shall be construed to favor commercial speech over non-commercial speech. Messages may be changed without the need for any approval or permit, provided that the size and structure of the sign are not altered. To the extent any provision of this Code is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message

(Ord. 34, 2010 §1)

18.54.060 - Sign permits.

- (a) The Building Official shall be responsible for issuing all sign permits once approved by the Planning Division staff, which shall be responsible for reviewing all sign permits for compliance with this Code.
- (b) A sign permit shall be required for all signs unless exempted from the provisions of this Chapter. The replacement, repair or major alteration of a sign shall require a new sign permit.
- (c) The following information shall be submitted for a sign permit:
 - (1) Completed sign permit application signed by the property owner, tenant and/or licensed sign contractor, which shall include the following:
 - a. The name, address and telephone number of the property owner, business owner or licensed sign contractor;
 - b. The location, by street address, of the proposed sign; valuation of proposed work; and
 - c. The zoning district in which the property is located. An affidavit (sworn statement) of notice to the property owner is required, if submitted by a business owner or contractor.
 - (2) Plans for the proposed sign, including but not limited to:
 - a. For each sign:
 - 1. Scaled drawing of sign elevation, including area to be occupied by lettering, symbols or images, with dimensions; sign type; method of illumination, construction materials; projection or depth of sign cabinet;
 - 2. Site plan showing the adjacent streets and location of property lines;
 - 3. Plans showing the scope and structural detail of the proposed work, including details of structural connections, guidelines, supports and footings, and materials to be used;

4. An inventory of all existing signs located on the property (a tenant may provide this information for the lease holder area only) related to the specific business that will remain and be removed, including location, dimensions, height and types of sign; and
 5. If reasonably known, identify any signs that are nonconforming, have received a variance, have utilized a nonconforming one-time change rule, have combined two (2) smaller signs into one (1) larger sign, or have utilized any bonuses.
- b. For wall signs: scale drawing with building dimensions, the square footage for each tenant and the total square footage for the building; elevations showing the sign location, facade dimensions and roof lines.
 - c. For freestanding signs: scale drawing of site layout including sign location, property lines, setbacks, adjacent public right-of-ways, street names, buildings and improvements, parking areas, drive aisles and landscaped areas in the vicinity of the proposed sign; dimensions of the sign and its support structure and members; and proposed height of the sign.
- (3) An indication of application for electrical permits for all electric signs; when applicable, such permits will be issued separately through the Building Inspection Division.
 - (4) Other information, as required by the City, to ensure a complete and comprehensive review of the proposed sign.

(Ord. 34, 2010 §1)

18.54.070 - Reserved.

Editor's note— Ord. 43, 2016 , §1, adopted Dec. 20, 2016, repealed § 18.54.070, which pertained to sign contractor license and derived from Ord. 34, 2010 §1.

18.54.080 - General provisions.

- (a) **Written Interpretations.** The Community Development Director shall be responsible for interpretation of this Chapter. Appeals to interpretations by the Community Development Director shall be subject to the provisions of Section 18.54.030, Variances and Appeals (see Section 18.24 of the Development Code).
- (b) **Sign Classification.** If the provisions within this Chapter do not identify a particular type of sign, or if a sign may be classified under two (2) or more definitions, the sign shall be classified according to that description which most specifically describes it and which furthers the purposes of this Chapter.
- (c) **Interior to a development signs not legible beyond the boundaries of the property on which they are located and which are not intended to attract off-site attention shall not be counted for the purpose of zoning regulations toward signage calculations, except window signage that exceeds twenty-five percent (25%) of the window area. Any sign constructed interior to the development may be subject to building permit provisions.**

- (d) Primary structure required. With the exception of required and temporary signs, signs shall not be permitted unless there is a primary structure on the parcel.
- (e) Other Code requirements. All signs within the City shall comply with the adopted building and electrical codes, Model Traffic Code, Historic Preservation and other codes and ordinances as adopted by the City. All electric signs shall comply with and bear independent testing laboratory labels. In the event of any conflict between any of these codes or ordinances and this Chapter, the more restrictive provision shall apply.
- (f) Trees and shrubs. No person may, for the purposes of increasing or enhancing the visibility of any sign, damage, destroy, trim or remove any trees or shrubs located within the public right-of-way or as per an approved use by special review, design review or any other land use zoning permit unless the work is done pursuant to written authorization of the Community Development Department.
- (g) Signs in right-of-way. Except as otherwise permitted elsewhere in this Code, no signs other than regulatory signs are allowed in the public right-of-way except as provided by a right-of-way revocable sign permit.
- (h) Consistent and complementary. All signs installed after the adoption of the ordinance in this Chapter shall be designed to be consistent and compatible with the character of the principal buildings to which the signs relate, including the use of similar or complementary colors and materials in the design and construction of signs and its surroundings.
- (i) Sign lighting. Signs may be internally illuminated, backlit or illuminated by down-lighting or by ground-mounted light fixtures that illuminate only the sign face and base and shall conform to the following:
 - (1) Illuminated signs on the C-D, H-A and all residentially zoned properties or illuminated signs on commercial or industrial zoned properties immediately adjacent to residentially zoned properties shall either have an opaque background and translucent letters or letters without background lighting;
 - (2) In no case shall sign lighting create more than one-tenth (0.1) foot candle impact on habitable residential uses in residentially zoned areas;
 - (3) Neon lighting shall only be permitted within the graphics (e.g., logos or images) or lettering of a sign;
 - (4) Illumination of the sign face by down-lighting or ground mounted light fixtures shall not exceed fifty (50) foot-candles as measured on the sign face; and
 - (5) Flashing or strobe lighting shall not be permitted, whether used as part of a sign or to draw attention to a site or location.

(Ord. 34, 2010 §1)

18.54.090 - Sign measurements and orientation.

- (a) The following rules shall apply to the measurement of signs in all zoning districts:

- (1) The area of a sign is measured by determining the total sign face, which includes the backing and the frame of the sign.
 - (2) The area of a sign shall be measured utilizing a single, continuous rectilinear perimeter of not more than twelve (12) straight lines, the extreme limits of writing, representation, lines, emblems or figures contained within all modules, together with any air space, materials or colors forming an integral part or background of the display or materials used to differentiate such sign from the structure against which the sign is placed. For replacement of existing signs, the applicant may choose to utilize an exact calculation of sign area in lieu of this requirement.
 - (3) A freestanding sign area and its support structure may be equal in size to one and one-half ($1\frac{1}{2}$) times the maximum-sized sign allowance at that location. The base of a monument sign shall not be counted as part of the calculation, provided that:
 - a. The base does not account for more than one-third ($1/3$) of the combined area of the sign face and the base; and
 - b. At least sixty percent (60%) of the bottom edge of the sign, including its supports and structure, has contiguous contact with the ground. Where the base has an unusual shape, such as circular or diamond-shaped, the bottom of the base shall be determined by measuring at a point that is one-third ($1/3$) of the distance from the ground to the top of the base; and
 - c. Any portion of the base that contains signage will be counted, with the exception of a numeral address that is clearly incidental to the sign.
 - (4) The area of a sign which has multiple sign faces not parallel to the right-of-way, such as V-shaped, triangles or cubes, shall be calculated using the total of all faces which may be viewed at the same time from the public right-of-way or adjacent property.
 - (5) All writing, representations, emblems or figures forming an integral part of a display used on an awning to identify, direct or attract the attention of the public shall be considered to be a sign for the purposes of measurement.
 - (6) Internally illuminated awning signs that are translucent, with backlighting, shall include the entire area of the awning in the calculation of the sign area (see also Subsection 18.54.140(a)).
- (b) The height of a sign shall be determined by measuring the vertical distance from the adjacent grade to the highest point of the sign or sign structure. For purposes of this section, "grade" as a point of measure shall mean either of the following, whichever yields a greater sign height:
- (1) The elevation of the highest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is less than a ten-foot difference between the highest and lowest ground surfaces within a five-foot horizontal distance from said sign (see Figure 18-38); or

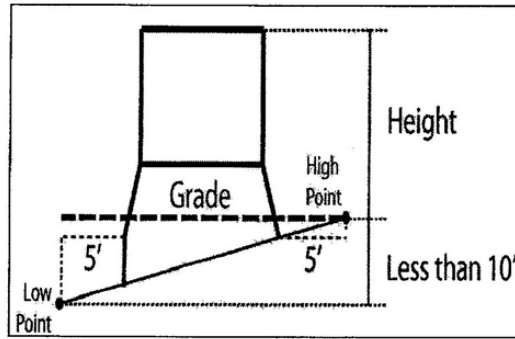


Figure 18-38

- (2) An elevation ten (10) feet higher than the lowest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is greater than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said sign (see Figure 18-39).

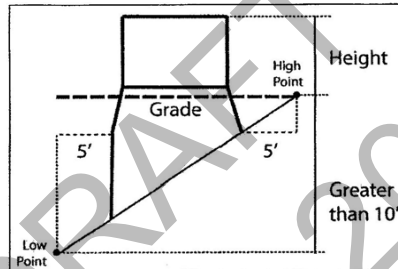


Figure 18-39

- (c) The determination of sign orientation shall be as follows:
- (1) The orientation of a freestanding sign is to the nearest public right-of-way to which it is perpendicular or parallel;
 - (2) The orientation of a wall sign is to the nearest street with the highest traffic volume;
 - (3) The orientation of a projecting wall sign is to the nearest street with the highest traffic volume and to which the sign is most nearly perpendicular;
 - (4) The orientation of all other signs, including canopy signs, shall be to the nearest public right-of-way; or
 - (5) The principal orientation of any sign shall be determined by the Administrative Official in accordance with the standards in this Chapter, street classification and the intent of the Code.

(Ord. 34, 2010 §1)

18.54.100 - Sign setbacks.

The minimum distance required between the apparent centerline of the right-of-way and any portion of a sign or sign structure. Where the property is adjacent to a frontage road, the centerline of the highway to the leading edge of the sign is used to determine setback (i.e., frontage road is disregarded for calculation of the setback). (See Figures 18-40 and 18-41.)

Figure 18-40: Typical Centerline

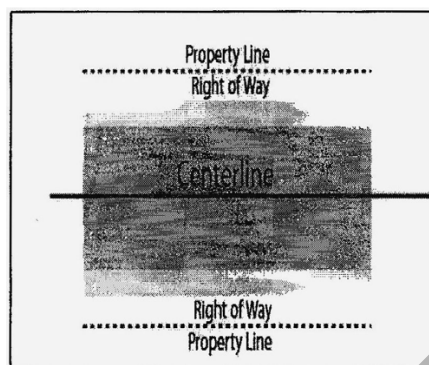
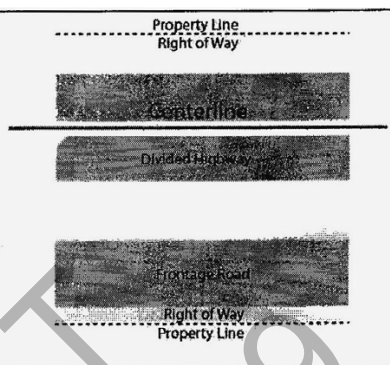


Figure 18-41: Centerline with frontage road



18.54.110 - Signs not requiring a sign permit.

- (a) Any sign listed in this Section shall not require a sign permit if the sign complies with the provisions of this Section. Except as may be required under the adopted building and electrical codes, such signs shall not require a sign permit and are allowed. Signs that exceed these provisions for size or sign area shall require a sign permit as provided for in Section 18.54.140.

- (1) Required signs.
- (2) Change of copy. Once a structure receives legally conforming status from the City, the sign copy may thereafter be changed without a permit. All other copy changes, such as painted signs or channel lettering, shall require a sign permit.
- (3) Changeable copy. Where a sign frame or structure has been approved as a changeable copy sign, subsequent changes of copy only shall not require a permit.

Temporary signs associated with approved temporary uses under Section 18.53.050, provided that the schedule for display and removal of the signs is set out in the temporary use permit:

- (4) Construction Site sign. Up to three (3) site signs per street frontage are allowed as follows:
 - a. Construction Site signs on H-A, C-D and all residentially zoned properties shall not exceed seven (7) square feet of sign area per face and five (5) feet in height. Properties greater than two and one-half (2½) acres are allowed up to one (1) thirty-two-square-foot sign.

- b. Construction Site signs on nonresidential zoned properties with less than two hundred (200) feet of lot frontage shall not exceed twenty-four (24) square feet of sign area per face and eight (8) feet in height;
 - c. ConstructionSite signs on nonresidential zoned properties greater than two hundred (200) feet and less than five hundred (500) feet of frontage shall not exceed thirty-two (32) square feet of sign area per face and eight (8) feet in height;
 - d. ConstructionSite signs on nonresidential zoned properties with greater than five hundred (500) feet of frontage shall not exceed sixty-four (64) square feet per sign face and ten (10) feet in height; and
 - e. The sign may be displayed no more than forty-five (45) calendar days before and forty-five (45) calendar days after the completion of construction.
- (5) Cornerstone sign. A cornerstone may be up to a total of four (4) square feet in size.
- (6) Directional on-premises sign. A property may have any number of directional on-premises signs sufficient to safely direct customers to key locations; however each shall not exceed six (6) square feet in size per face, nor five (5) feet in height. Such signs shall not include the business name or logo but may include a single background color associated with the business.
- (7) Election Yard signs and Site Signs.
 - a. Yard signs signs are allowed in all zoning districts and are subject to the following provisions:
 - 1. The total cumulative sign area that is allowed under this subsection (7) is 32 square feet.
 - 2. No individual sign shall have a sign area that exceeds thirty-two (32) square feet.
 - 3. Yard signs signs may be located on a property only with the consent of the property owner, authorized property manager, or legal tenant.
 - 4. In no event shall a yard sign or site sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard.
 - b. If an individual sign installed pursuant to this subsection (7) exceeds six square feet, it is counted towards any applicable standards of subsection (5), above.
- (8) Flag. Flags are allowed which do not exceed a maximum size of one hundred fifty (150) square feet in size per flag. A total of three hundred (300) square feet flag area is allowed per property.
 - a. No part of any flag when fully extended shall protrude over any public right-of-way or property line in any direction.

- b. The freestanding maximum mounting height of flags shall be equal to or less than the maximum building height allowed in the zone district in which the flag is located or (10) feet above the height of the principal structure on the premises, whichever is less.
 - c. The flag pole for any individual flag over one hundred (100) square feet must be set back at least equal to the flag pole height from the property line.
- (9) Holiday decoration. Temporary decorations, lighting or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious or commonly celebrated holiday shall be displayed not more than sixty (60) days prior to the holiday, and no more than thirty (30) days after the holiday. Such decorations may be of any type, number, size, location, illumination or animation if the decorations are located so as not to conflict with traffic regulatory devices or create a traffic hazard.
- (10) Incidental sign. The combination of incidental signs shall not exceed one and one-half (1½) square feet in sign area per building entrance.
- (11) Portable sign. One (1) portable sign is allowed per storefront if it can meet all of the following conditions:
 - a. Is located within twenty (20) feet of the principal public entrance to the tenant or occupant that displays the sign;
 - b. Is no larger than six (6) square feet per face and no greater than forty-eight (48) inches in height;
 - c. Is located outside of clear vision zones [see Subsection 18.44.140(e)];
 - d. Is in place only during hours of operation;
 - e. Is not posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard;
 - f. Two (2) immediately adjacent tenants or occupants may share a single sign, not to exceed the standards listed above; and
 - g. Any portion of a portable sign located within the public right-of-way must be authorized by a right of way revocable sign permit from the City.
- (12) Public sign. Public signs may be of any type, number and area, height above grade, location, illumination or animation required by the law, statute or ordinance under which the signs are erected. Public signs, government signs and signs on public bus benches and/or shelters in the right-of-way shall not be subject to a right of way revocable sign permit. Signs on governmental property outside of the right-of-way shall require a right of way revocable sign permit.
 - a.
- (13) Detached wall signs or monument signs at subdivision or multifamily complex entry points. Detached wall signs or monument signs that are located within 40 feet of a

street intersection that provides entry into a subdivision or multifamily complex, provided that they are no greater than twenty (20) square feet in sign area, including all sign faces, and not greater than six (6) feet in height. Two (2) residential complex identification signs are allowed per intersection.

- (14) Signs within building. A sign permit is not required where signs are located inside buildings and are not legible from the public right-of-way or, if legible, are within allowed window sign limits.
- (15) Vehicle signs. It shall not be a violation of this Chapter if the vehicle to which a sign is mounted, painted or otherwise affixed is used for travel between home and work or is temporarily parked away from the business premises while being used to provide the business' services or products, or as personal transportation for the vehicle operator. A parked vehicle which contains or displays signage is allowed when;
 - a. The sign does not extend more than one (1) foot above the roofline of the vehicle;
 - b. The vehicle is not illuminated or does not have flashing signs;
 - c. The vehicle is licensed and operable; and
 - d. The vehicle is in use or legally parked.
- (16) Wind driven devices. The following devices, which are designed to move with wind or forced air, are allowed as follows, provided that signage is not affixed to the device:
 - a. Pennant. A pennant flag may be a maximum of one (1) square foot per flag face, and pennant lines shall be no longer than the front lot line or exceed the height of the building. For residential zoned properties, pennants are allowed for open house events only three days per year. For commercial and industrial zoned properties, pennants are allowed on a single property for any length of time, provided they are maintained and in good condition.
 - b. Ground kite. Ground kites are allowed only in commercial or industrial zoned properties as follows:
 - 1. Ground kites shall be affixed to the ground and shall not exceed two (2) feet wide and eight (8) feet tall.
 - 2. One ground kite is allowed for every twenty-five (25) feet of lot frontage.
 - c. Sky dancer. Sky dancer devices are allowed only in commercial and industrial zoned properties as follows:
 - 1. Sky dancers shall be affixed to the ground and shall not exceed two (2) feet wide and eight (8) feet tall.
 - 2. One (1) sky dancer is allowed for every fifty (50) feet of lot frontage, with a maximum of three (3) for each property.

- d. Wind signs. Wind signs cannot be used in combination on a property, unless approved in advance with a temporary sign permit.
- (17) Window sign. A window sign is allowed but shall not exceed twenty-five percent (25%) of the glass surface of individual window panes that are visible from the public right-of-way.

(Ord. 1, 2017 §1(Exh. A), 1-17-2017; Ord. 34, 2010 §1)

18.54.120 - Prohibited signs.

- (a) Except for signs within buildings and not legible or intended to attract the attention of persons outside the building, or signs interior to a development, the following signs are declared to be a public nuisance and are prohibited in all zoning districts of the City. They must be removed unless determined to be legally nonconforming except as provided herein.
 - (1) Abandoned signs. A sign determined to be abandoned as defined in this Chapter must either be removed or covered to conceal the sign copy, confirming its abandonment.
 - (2) Exposed incandescent, high intensity exposed light bulbs. The use of exposed light bulbs independently or as a sign or portion of a sign that is visible from any property line on which the sign is located is prohibited.
 - (3) Flashing, animated or imitating signs, including signs that have moving, blinking, chasing, scrolling or other animation effects. Such signs, either inside (including but not limited to: open signs and electronic display signs, etc.) or outside of a building, and which are legible from a public right-of-way must be removed except as follows:
 - a. Electronic message boards which do not change copy more frequently than every once every thirty (30) seconds as otherwise permitted in this Chapter.
 - (4) Imitating sign. Regardless of whether any clear safety concerns are present.
 - (5) Off-premises sign. Except as follows:
 - a. Temporary signs which are located on a common area outlot, approved by the property owners association; and
 - b. When two (2) or more adjacent landowners co-locate signage on a single sign structure or on a shared property line through a legally binding agreement. For purposes of this provision, the combined lot frontage is used to determine the number of signs allowed.
 - (6) Nongovernmental signs on public utilities. No sign may be attached to utility poles or other public structures within the public right-of-way, except as specifically authorized by the City.
 - (7) Roof signs.

- (8) Signs in the public right-of-way. Signs located in any portion of the public right-of-way that do not meet the provisions of this Chapter or that do not have a right-of-way revocable sign permit.

(Ord. 34, 2010 §1)

18.54.130 - Temporary signs, including portable signs, searchlights and beacons.

- (a) Temporary signs shall be allowed per tenant in addition to the amount of permanent signage that is otherwise permitted. Except as provided in Section 18.54.110, above, Temporary signs require a temporary sign permit. Temporary signs shall comply with all other applicable provisions of this Chapter, including the provision of Section 18.54.060 (Sign Permits).
- (b) The total amount of temporary signage shall not exceed thirty-three (33) square feet in all residential R-H and C-L zones, or fifty (50) square feet in all other commercial and industrial zones.
- (c) Temporary signs shall be allowed for any individual commercial or industrial use for no more than a total of sixty (60) days in any calendar year.
- (d) If more than one (1) temporary sign is proposed, each sign will count towards the total calendar year allowance (i.e., 3 signs for 20 days = 60 days). The total sign area for all signs shall not exceed the total amount of temporary sign allowance.
- (e) Temporary signs associated with a temporary use under the provisions of Section 18.53.030 shall be limited to the duration of the temporary use, not to exceed more than ninety (90) days in any calendar year. The temporary sign permit may be extended for up to an additional thirty (30) days, provided the Community Development Director has granted an extension of the associated temporary use.
- (f) Any property that contains an outdoor electronic messaging display will not be permitted any additional temporary sign allowance.
- (g) Balloons, inflatable signs and other inflatable objects containing text and/or graphics, which have a total visible area (individually or combined) that does not exceed thirty-three (33) square feet shall be considered a temporary sign and shall require a sign permit. Balloons that do not contain text and/or graphics shall not require a sign permit. No balloon, inflatable sign or other inflatable object shall exceed the height of the principal building on the site and shall not extend over the public right-of-way when fully extended, or impede pedestrian or vehicular traffic.
- (h) Searchlights or beacons shall be considered temporary signs, shall require a sign permit and are allowed a maximum of three (3) days per calendar year. Searchlights or beacons shall not be placed or used in such a way that impedes pedestrian or vehicular traffic, or results in light or glare at grade.

(Ord. 1, 2017 §1(Exh. A), 1-17-2017; Ord. 34, 2010 §1)

18.54.140 - Signs requiring a sign permit.

- (a) The following signs shall require a sign permit:
 - (1) Awning sign.
 - (2) Canopy sign.
 - (3) Electronic messaging display.
 - (4) Freestanding and monument sign.
 - (5) Projecting wall sign.
 - (6) Wall sign.
- (b) Awning sign.
 - (1) If more than twenty-five percent (25%) of the exterior surface of an awning is devoted to sign copy, the entire exterior surface of the awning shall be considered a sign;
 - (2) The entire illuminated exterior area of an internally illuminated awning sign shall be included in the calculation of the sign area;
 - (3) Awning signage will count towards the total wall sign allowance; and
 - (4) Any portion of an awning sign projecting over the public right-of-way must obtain a right-of-way revocable sign permit from the City.
- (c) Canopy sign.
 - (1) If the canopy is attached to a building, all or a portion of the available wall signage allowance may be transferred to the canopy, subject to setback provisions.
 - (2) If the canopy is a freestanding structure, all or a portion of the available freestanding signage allowance may be transferred to the canopy, subject to setback provisions and height.
- (d) Electronic messaging display (EMD) sign.
 - (1) EMD signs require a design review approval (see Chapter 18.46) and are allowed only in the C-L, C-H, I-L, I-M, I-H and PUD zone districts. An EMD sign in the C-L zone district is limited in hours of operation from 6:00 a.m. to 10:00 p.m.
 - (2) The area of the EMD shall not exceed fifty percent (50%) of a sign face.
 - (3) The EMD shall contain static messages only, changed only instantly or through dissolve or fade transitions, or with the use of other subtle transitions and frame effects that do not have the appearance of moving text or images, and which may otherwise not have movement, or the appearance or optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating or varying of light intensity.

- (4) The displayed message shall not change more frequently than once per thirty (30) seconds.
 - (5) The EMD shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare. Lighting from the message module shall not exceed six hundred (600) nits (candelas per square meter) between dusk and dawn as measured from the sign's face.
 - (6) Applications for sign permits containing an electronic display shall include the manufacturer's specifications and initial nit (candela per square meter) rating and the method of dimming.
 - (7) All existing electronic message displays that contain an electronic changeable copy module which does not comply with the provisions of this Section shall be made to conform to the duration of copy provisions upon the effective date of the ordinance approving such provisions.
 - (8) Any premise that contains an outdoor electronic message display shall not be allowed any temporary signs (per Section 18.54.140).
- (e) Freestanding and monument sign.
- (1) Freestanding signs shall be permitted only if constructed with a supporting sign structure, the total width of which exceeds twenty-five percent (25%) of the width of the sign face. This provision applies to all freestanding signs that require a permit, except freestanding signs with less than two (2) vertical feet of sign support, exposed poles or flag poles. Any change of copy to a legally conforming sign does not require compliance with this Section.
 - (2) Maximum size, height and setback dimensions. Lot frontage, for the purposes of calculating freestanding sign allowance and placement, shall be determined as follows:
 - a. Lot frontage shall be the length of private property contiguous with a public street.
 - b. If a lot has more than one (1) street frontage, such as with corner lots, up to two (2) cumulative lot frontages along the lot sides adjacent to public streets may be used to determine the maximum number of signs.
 - c. Noncontiguous lot frontage is calculated separately.
 - (3) The maximum area of freestanding/monument signs shall be as follows:
 - a. In the H-A, C-D, R-MH, R-L, R-M and R-E zone districts, signs shall be in accordance with Section 18.54.110.
 - b. In the R-H, C-L zone districts and for uses by special review on any residential zoned property, the maximum area is as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	33
51 ft. to 167 ft.	(Setback minus 50) plus 33
168 ft. or greater	150

- c. In the C-H, I-L, I-M and I-H zone districts, the maximum area is as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	50
51 ft. to 249 ft.	Equal to setback
250 ft. or greater	250

- (4) The maximum height of freestanding signs shall be as follows:

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	12
51 ft. to 99 ft.	(Setback minus 50) plus 12
100 ft. or greater	25

- a. In the C-D, H-A, R-E, R-L, R-MH, R-M, R-H and C-L zone districts, the maximum height is six (6) feet, unless otherwise noted in Section 18.54.110.
- b. In the C-H, I-L, I-M and I-H zone districts, the maximum height is as follows:
- (5) Signs attached to fences and freestanding walls, except those in Section 18.54.110, Signs not requiring a permit, shall be regulated as a freestanding sign and shall count toward freestanding signage allowances.
- (6) For properties with less than two hundred (200) feet of lot frontage, either of the following is permitted:
- a. A freestanding sign may be used in lieu of the allowed wall signage, the sign will be allowed to comply fully to the freestanding sign size and height limits as listed in the charts above; or
- b. A combination of freestanding or wall signage is allowed where the sum of the percentage of each sign's size, as a portion of the total allowed, does not exceed one hundred percent (100%) of maximum sign allowance for either category or sign. The percentage of wall signage shall be based on the total

amount of wall signage allowed on the principal face of the building located closest to the freestanding sign. The percentage of freestanding sign shall be based on the maximum size of freestanding sign allowed, given the sign's setback from the center line of the adjoining public right-of-way (Figure 18-42).

- c. One (1) freestanding sign is a permitted use on a site with a minimum of two hundred (200) feet of street right-of-way frontage; two (2) freestanding signs are permitted with a minimum of five hundred (500) feet of contiguous street right-of-way linear frontage in the R-H, C-L, C-H, I-L, I-M and I-H zone districts.

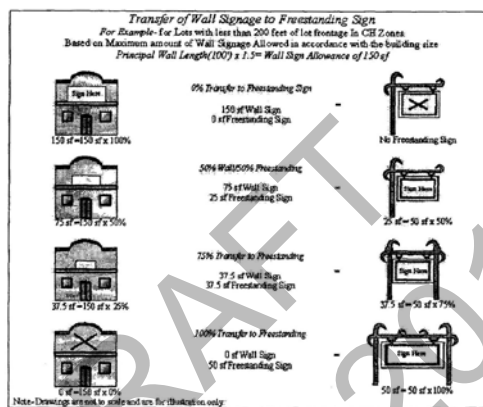


Figure 18-42: Transfer of Wall Signage to Freestanding Signage

- (7) Where two (2) or more property owners share a common lot line, the property owners may combine lot frontage for the purpose of sharing a freestanding sign on or near the common lot line.
- (f) Projecting wall sign.
 - (1) A projecting sign shall not be higher than the top of the wall or the bottom of the roof eave.
 - (2) A projecting sign must have eight (8) feet clearance from grade and may not extend more than four (4) feet from the building wall except where the sign is an integral part of an approved canopy or awning.
 - (3) A projecting sign is included in the total wall sign allowance.
 - (4) A projecting sign over public right-of-way must obtain a revocable sign permit.
- (g) Wall signs.
 - (1) Signage allowance by zone district shall be calculated as follows:

Zone District	Signage allowed per principal building frontage	For secondary building frontage, additional signage allowed per linear feet of building
H-A, C-D, R-E, RMH, R-L and R-M	N/A	N/A
R-H	.25 sq. ft.	N/A
C-L	1 sq. ft.	.5 sq. ft.
C-H and I-L	1.5 sq. ft.	1 sq. ft.
I-M and I-H	2 sq. ft.	1 sq. ft.

(2) The maximum area of each wall sign shall be calculated as below in this Subsection.

a. H-A, C-D, R-E, R-MH, R-L and R-M shall be in accordance with Section 18.54.110.

b. R-H and C-L Zone Districts.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	40 ft.
51 ft. to 160 ft.	Setback minus 10 ft.
161 ft. or greater	150 ft.

c. C-H and I-L Zone Districts.

Setback	Maximum Size (sq. ft.) per Sign Face
Less than 50 ft.	60 ft.
51 ft. to 190 ft.	Setback plus 10 ft.
191 ft. or greater	200 ft.

d. I-M and I-H Zone Signs.

Setback	Maximum Size (sq. ft.) per Sign Face
<i>Less than 50 ft.</i>	<i>90 ft.</i>
<i>51 ft. to 210 ft.</i>	<i>(Setback minus 50) plus 90 ft.</i>
<i>211 ft. or greater</i>	<i>250 ft.</i>

(3) Wall signage shall comply with the following conditions:

- a. Parapet Wall. No wall sign may be attached to or displayed against any parapet wall that does not extend at least seventy-five percent (75%) of the perimeter of the roof enclosed by the parapet. No sign shall exceed the height of the parapet wall. This standard does not apply to existing building as of the date of the adoption of the Code.
- b. Roof Line. No wall sign may extend above the roof line of a building except as permitted on a parapet wall.
- c. Mechanical Room. No wall sign may be displayed on the wall of a mechanical room or penthouse or other such enclosed space which is not habitable by the occupants of the building.
- d. Sign Depth or Projection. No sign, including any light box or other structural part, shall exceed a depth of twenty (20) inches.

(Ord. 34, 2010 §1)

18.54.150 - Public, quasi-public and institutional uses (nonresidential uses in residential zone districts).

- (a) Public/Private Schools: Public schools are encouraged to adhere to the same sign standards as private schools, which are those that are allowed in the R-H zone district.
- (b) All other public, quasi-public or institutional signage shall comply with the standards of the R-H zone district.

(Ord. 34, 2010 §1)

18.54.160 - Signs in Planned Unit Development zoned districts.

- (a) The provisions in this Chapter shall be used to guide signage within Planned Unit Development (PUD) requests.
- (b) Proposed PUD development may include a specific sign plan which includes sign standards that address size, height, design, lighting, color, materials, location and method of construction of all signage planned within the PUD to ensure that all such signage is designed in a harmonious and compatible manner. Absent a specific sign plan, the City will apply sign standards closest to the zone district the PUD land uses represent. The City Council may impose alternate standards relating to signage if it is determined that there are commensurate design trade-offs proposed for signage with a particular PUD, as provided in Subsection 18.32.040(d) of Chapter 18.32, Planned Unit Developments.

(Ord. 34, 2010 §1)

18.54.170 - Historic signs.

- (a) Notwithstanding any other provisions of this Chapter, a historic sign may be kept, used, owned, maintained and displayed subject to the following provisions:

- (1) The sign has been designated as a historic landmark by the Greeley Historic Preservation Commission (HPC) and
 - (2) The sign is structurally safe or is capable of being made structurally safe while maintaining its historic character. All structural repairs and restoration of the sign to its original condition shall be made within three hundred sixty-five (365) calendar days of designation of the sign as a historic landmark and shall be subject to approval by the HPC prior to any work commencing.
- (b) All signs that have been designated as historic landmarks shall be exempt from Section 18.54.190 relating to abandoned signs if the sign continues to meet all of the requirements of this Section.
- (c) For the purposes of this Section, if a historic sign has been moved from its original site, such sign shall no longer be considered a historic sign unless specifically so considered by the HPC. If such a sign is moved, a new sign permit under the provisions of Section 18.54.140 shall be required for the new location.
- (d) Words, symbols or "ghost signs" that are painted, engraved or carved into a building and that no longer relate to the use or occupant of the building shall not be counted as signage.

(Ord. 34, 2010 §1)

18.54.180 - Nonconforming signs.

- (a) A legal nonconforming sign or sign structure may continue to exist until one (1) of the following conditions occurs:
- (1) The sign has been abandoned and not reestablished for ninety (90) consecutive days or longer.
 - (2) Other than for routine maintenance involving spot repainting, cleaning or light bulb replacement that does not make substantial improvements, if repairs involve nonconforming sign alterations other than allowed in 18.54.200, compliance with all provisions of this Chapter shall be required.
 - (3) Changing the copy of an off-premises sign and nonconforming signs shall not be considered a change requiring compliance with this Chapter unless there is a change to the size; a change, or removal of, a support structure or frame, or a portion thereof, whether replacing such structure or frame or not, and/or a change in the orientation of the sign.
- (b) Lawfully nonconforming signs which are nonconforming due to size are included in the total sign allowance for the property as follows:
- (1) If the excess signage is in the wall sign the amount greater than the allowed is considered a transfer to the freestanding sign allowance and the freestanding sign allowance is thereby reduced proportionally.
 - (2) If the nonconforming sign is freestanding, no transfer is allowed to the wall.

- (c) Two (2) or more legal, nonconforming, freestanding signs on the same lot may be combined into one (1) new legal nonconforming sign. In this event, the maximum size of this new sign shall be one hundred twenty-five percent (125%) of the maximum size specified in Subsection 18.54.140(d) for the particular location and type of sign. This provision shall be utilized only one (1) time per property.
- (d) The Community Development Director may approve alternative compliance nonconforming sign proposals one (1) time per property as long as the proposed alternative reduces all elements of the signage nonconformance, by at least fifty percent (50%). This one-time provision may be used to address all nonconforming signs on the site, or for only one (1) nonconforming sign type on the site.
- (e) Temporary signs, window signs and dilapidated signs shall not be considered legal nonconforming signs.

(Ord. 34, 2010 §1)

18.54.190 - Abandoned signs.

- (a) A sign meeting the definition of abandoned under this Chapter must be removed or covered upon determination of its abandonment.
- (b) At such time that either a portion or all of a sign, sign frame, sign components or sign supporting structure are no longer in use for a period of ninety (90) consecutive days, such sign frame, sign components or sign supporting structure shall be brought into conformance by removal or the placement of a new permitted conforming sign, components and structure.

(Ord. 34, 2010 §1)

18.54.200 - Sign construction and maintenance standards.

- (a) All signs and all parts, portions and materials shall be manufactured, assembled and erected in compliance with all applicable state, federal and City regulations and the adopted building and electrical codes.
- (b) All signs, including those signs not required to obtain a sign permit as provided in Section 18.54.100, shall be maintained and kept in good repair, and in conformance with the original sign permit. A sign that is maintained and kept in good repair shall meet the following criteria:
 - (1) All sign supports, braces, guy wires, anchors and related screening are kept in repair, in a proper state of preservation, including as may be required by Paragraph 18.40.070(a)(4) of this Code.
 - (2) There is no evidence of deterioration, including chipped or peeling paint, rust, corrosion, fading, discoloration, broken or missing sign faces, text, logos, graphics or other elements of the sign.
 - (3) There are no missing, flickering or inoperative lights that create a perception of deterioration or abandonment of the sign.

- (c) Where repairs involve a nonconforming sign, the provisions of Section 18.54.180 shall also apply.
- (d) Any non-maintained sign shall be repaired or replaced within fifteen (15) calendar days following notification from the City. Noncompliance with such notice shall constitute a nuisance subject to enforcement actions.
- (e) Signs, their structures and supports and related screening, shall be constructed of materials normally and typically intended to be used for such items.

(Ord. 34, 2010 §1)

18.54.210 - Alternative compliance.

- (a) Conditions may exist where strict compliance is impractical or impossible, or where maximum achievement of the City's objectives can only be obtained through alternative compliance. It is not the intent of alternative compliance to modify or reduce requirements of this Sign Code, but to provide equivalent standards in a creative way subject to approval under the provisions herein.
- (b) Requests for alternative compliance may be accepted for any application to which the requirements of this Chapter apply. A written request may be submitted to modify an individual sign allowance, which shall meet one (1) or more of the following criteria:
 - (1) Topography, soil, vegetation or other site conditions are such that full compliance is impossible or impractical; or improved environmental quality would result from alternative compliance.
 - (2) Space limitations, unusually shaped lots and prevailing practices in the surrounding neighborhood, may justify alternative compliance for infill sites and for improvements and redevelopment in older neighborhoods.
 - (3) Safety considerations make alternative compliance necessary.
 - (4) The proposed alternative is aesthetically more complementary to the site, better fits into the context of the area, improves the overall architectural appeal of the area and/or meets or exceeds the design objectives as described in the City's Comprehensive Plan. Where there is a strong architectural theme established in an area, the proposed alternative shall be consistent with or complementary to that theme. In an existing area where there is no established theme, the proposed alternative shall provide an architectural theme that is consistent with the Comprehensive Plan and improves the quality of development in the area.
- (c) Application for alternative compliance shall include the following information:
 - (1) Written description of the conditions provided in Subsection (b) above, which apply to the subject property;
 - (2) The applicant shall submit a sign plan consisting of a written statement addressing the proposal and the review criteria, along with dimensioned graphic plans identifying the following items for all signs on the property:

- a. Written and graphic illustration of the proposed alternative, including areas of departure from code standards;
 - b. Sign style, type, location, size (area) and height for wall and freestanding signs;
 - c. Materials and colors for all signs and support structures;
 - d. Sign illumination devices and brightness levels, if applicable
- (d) Upon receipt of a complete application as provided in Subsection (c) above, the application will be evaluated administratively through the Administrative Review Team, with the final decision made by Community Development Director.
- (e) If the Community Development Director finds that the provisions in Subsection (b) are met, the Director shall approve the request for alternative compliance in writing. If the Community Development Director finds that the provisions in Subsection (b) above have not been met, the Community Development Director shall deny the request for alternative compliance and the applicant may appeal such decision in accordance with Chapter 18.24, Appeals.

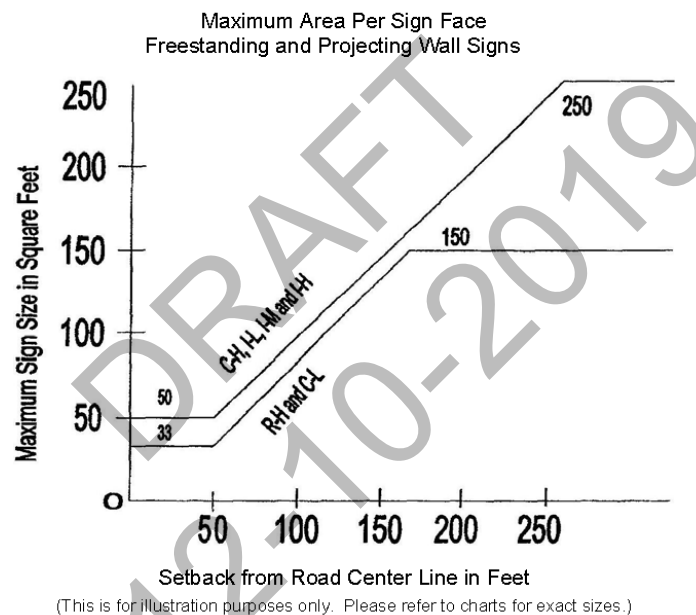
(Ord. 34, 2010 §1)

18.54.220 - Sign chart.*

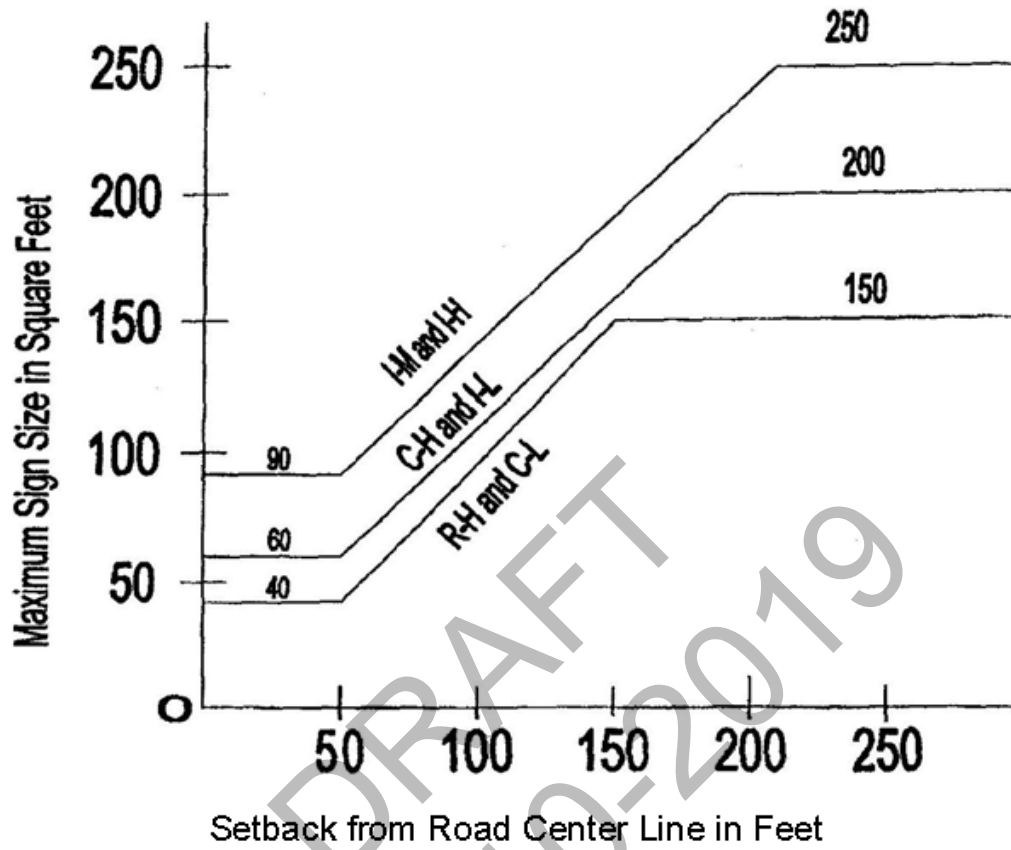
Zoning District	Type of Sign Allowed	Max. total amount awning, wall & projecting wall signage allowed per linear foot of wall	Max. Sign Face Area for Awning and Wall Signs	Maximum Freestanding Sign Height	Maximum Size for Freestanding Signs	Number of Freestanding Signs
C-D, H-A, R-L, R-E, R-MH, R-M	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110	See Section 18.54.110
R-H	Freestanding, wall and awning	.25 sq. ft.	See Subsections 18.54.140(b)—(g)	6 ft.	See Subsection 18.54.140(e)	1 sign where lot frontage is greater than or equal to 200 ft., but less than 500 ft.
C-L	Freestanding, wall and awning	1 sq. ft., plus an additional .5 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)—(f)	6 ft.	See Subsection 18.54.140(e)	2 signs where lot frontage is greater than 500 ft.
C-H, I-L	Freestanding, wall, projecting wall and awning	1.5 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)(f)	See Subsection 18.54.140(d)	See Subsection 18.54.140(d)	2 signs where lot frontage is greater than 500 ft.

Zoning District	Type of Sign Allowed	Max. total amount awning, wall & projecting wall signage allowed per linear foot of wall	Max. Sign Face Area for Awning and Wall Signs	Maximum Freestanding Sign Height	Maximum Size for Freestanding Signs	Number of Freestanding Signs
I-M & I-H	Freestanding, well, projecting wall and awning	2 sq. ft., plus an additional 1 sq. ft. (for secondary building frontage)	See Subsections 18.54.140(a)(f)	See Subsection 18.54.140(d)	See Subsection 18.54.140(d)	2 signs where lot frontage is greater than 500 ft.

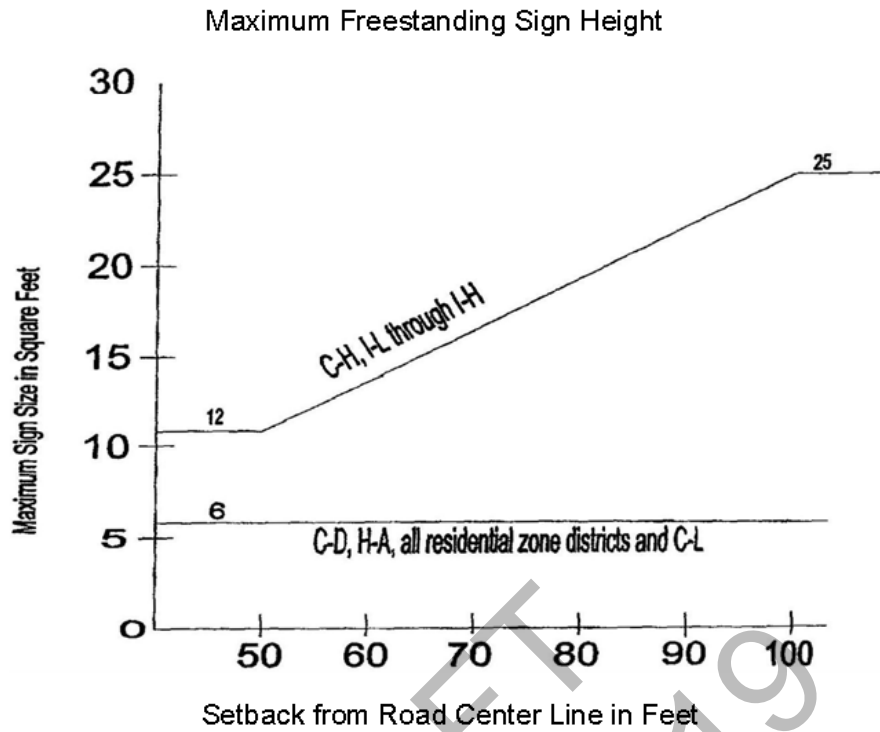
* This chart summarizes key signage allowances; see specific code sections for code details and/or exceptions.



Maximum Area Per Sign Face Awning and Wall Sign Chart



(This is for illustration purposes only. Please refer to charts for exact sizes.)



(This is for illustration purposes only. Please refer to charts for exact sizes.)

(Ord. 34, 2010 §1)



CITY OF GREELEY

SIGN CODE UPDATE

What to expect:

- Yard and site signs may not exceed 32 square feet cumulative.
- You may have either (1) 32 square-foot sign or any number of signs with cumulative area not to exceed 32 square feet per lot.
- Included in this category are previously message-defined signs such as real estate, political, ideological, event signs among others.
- No sign may be placed in the City right-of-way.

Why update the Sign Code?

A Supreme Court ruling (*Reed v. Gilbert*, 2015) determined sign regulations cannot vary standards based on the message for **non-commercial** signage. This includes sign classifications and regulation for message-defined signs such as ideological, real estate, special event signs, etc. that are temporary in nature and do not require a permit.

These categories of signs are to be referred to as either a “yard sign” or “site sign” moving forward to align with content neutral enforcement. Uniform regulations will apply to both.

How the City measures and enforces permitted commercial signs such as wall or freestanding signs will not change at this time.

The City’s objective is to ensure Code legality. Content neutrality is the goal.

- This update only pertains to non-commercial signage.
- The City will consider this update to Sign Code in early 2020.

More information on the proposed changes can be found at <http://greeleygov.com/services/cd> under “Announcements”

Questions? Contact City Planning Staff:
Brittany Hathaway, Planner III
Brittany.Hathaway@greeleygov.com



PLANNING COMMISSION

Proceedings

January 14, 2020

**City Center South
1001 11th Avenue
1:15 p.m.**

I. Call to Order

Chair Yeater called the meeting to order at 1:15 p.m. Commissioners Schulte, Andersen, Briscoe, Franzen, Modlin and Romulo were present.

II. Approval of minutes for meeting held on November 12, 2019

Commissioner Andersen noted a misspelling of Ron Redfern's name in the minutes. With that correction, Commissioner Andersen moved to approve minutes of the meeting held on November 12, 2019. Commissioner Franzen seconded the motion. Motion carried 7-0.

III. Election of Chair

Commissioner Andersen moved to nominate Justin Yeater to serve as Chair of the Planning Commission for 2020. Commissioner Franzen seconded the motion. The motion carried 7-0.

IV. Election of Vice Chair

Commissioner Modlin moved to nominate Erik Briscoe to serve as Vice Chair of the Planning Commission for 2020. Commissioner Franzen seconded the motion. Motion carried 7-0.

VII. A public hearing to consider an amendment to the City of Greeley Municipal Code Chapter 18.54 - Signs

Case No.: CU2019-0001
Applicant: City of Greeley
Presenter: Brittany Hathaway, Planner II

Brittany Hathaway addressed the Commission and entered the staff report and presentation into the record. She advised that the purpose of the hearing was to discuss proposed amendments to Chapter 18.54 of the Municipal Code as it pertains to signs.

Ms. Hathaway provided a brief background of the sign code, stating that it was originally adopted in 1958. She presented photographs from the 1920s and 1950s depicting a proliferation of signage along 8th Avenue. Ms. Hathaway reported that since the 1950s, the sign code has evolved, with the last major update taking place in 2010.

Ms. Hathaway reported that in 2015, the U.S. Supreme Court decided in *Reed v. Gilbert* that content-based laws were unconstitutional. The ruling only effects non-commercial speech at this time. The proposed amendment to the sign code would remove all content-based language to ensure that a citizen's free speech is not violated. Ms. Hathaway provided a brief description of the proposed changes and how signs will be reclassified. She also outlined the cumulative square footage of signage that will be allowed on a parcel of property. The amendment will also serve to clean up some obsolete language. Staff recommended approval of the proposed amendment.

Upon question by Commissioner Schulte, Ms. Hathaway advised that there have been no substantial changes to the proposed amendment since the prior worksession. Commissioner Franzen, who was not part of the worksession, asked about the current process for signs. Ms. Hathaway highlighted main types of signs impacted by this amendment. Upon question by Commissioner Franzen, Ms. Hathaway reported that the types of signs are temporary and do not require a permit. Community Development Director, Brad Mueller, clarified that temporary commercial signs still require a permit. Commissioner Schulte asked whether any complaints had been received along the lines of what sparked the *Gilbert* lawsuit. Ms. Hathaway reported that no complaints had been received; staff is attempting to get out ahead of the change.

Chair Yeater opened the public hearing at 2:19 p.m. There being no comment, the public hearing was closed at 2:19 p.m.

Commissioner Andersen moved that, based on the summary, attachments and accompanying staff analysis, the Planning Commission finds that the proposed amendments to the City of Greeley Development Code, Chapter 18.54, are necessary and appropriate to align with federal regulation, and recommends approval to City Council. Commissioner Schulte seconded the motion. Motion carried 7-0.

Sign Code Amendment

Section 18.54 - Signs

City Council 2nd Reading – Public Hearing

May 5, 2020

Brittany Hathaway, Planner III



Sign Code

- **The City regulates signage allowances based on a location's zoning, permanency of the sign, lot frontage, setbacks, etc.**
- **Regulation ensures a fair distribution of signage while maintaining streetscapes**
- **Controls against an “arm’s race” of signage**
- **The City must periodically update the Sign Code to ensure it can legally enforce regulations**

Request

- **Requested amendment is in response to *Reed v. Gilbert (2015)***
 - **Courts determined content-based laws are unconstitutional**
 - **Right to free speech may be violated through the use of content based regulations**
- **Amendment proposes to remove all content based language, including content-based sign definitions**
- **How the City measures and enforces commercial permitted signs is not proposed to be changed with this amendment**

Key Changes

- **Removal of content-based sign definitions, such as ideological signs, real estate signs, political or election signs**
 - **Reclassify these signs as “site” or “yard” signs**
- **There would no longer be a difference in size allowances based on type of sign**
- **Include regulation for cumulative signage allowance based on lot size.**

Sign Allowance – Yard and Site Signs

Lot Size	Less than ¼ acre	Over ¼ acre to 1 acre	Over 1 acre to 3 acres	Over 3 acres to 5 acres	Over 5 acres
Sign Allowance (cumulative square feet)	64 square feet	128 square feet	192 square feet	224 square feet	256 square feet

Key Changes

- **Additional changes include:**
 - **Correction of minor grammatical errors, expand current definitions, and clarify existing sections**
 - **Inclusion of a statement on interpretation under Section 18.54.050 (b)**

Public Outreach

- **Given the technical nature of the update, outreach was more limited than for a full policy reconsideration of sign law.**
- **Staff has contacted and distributed informative handouts to the Chamber of Commerce and the Greeley Area Board of Realtors. There have also been limited conversations with sign companies.**
- **Information on the proposed changes has been available on the City website.**

Recommendation

The Planning Commission heard this item on January 14, 2020 and unanimously recommended approval to City Council.

Council Agenda Summary

May 5, 2020

Agenda Item Number 17

Key Staff Contact: Roy Otto, City Manager, 970-350-9750

Title:

COVID-19 Update

Summary:

There will be a brief update to Council regarding COVID-19.

Council Agenda Summary

May 5, 2020

Agenda Item Number 18

Title

Scheduling of Meetings, Other Events

Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Scheduling			
	Current as of 5/1/2020		
	This schedule is subject to change		
Date	Description	Sponsor	Placement/Time
May 12, 2020 Worksession Meeting	COVID-19 Update	Roy Otto	0.25
May 19, 2020 Council Meeting	Resolution - Adoption of Council's Policies & Protocol	Cheryl Aragon	Consent
	Resolution - Naming of Two City Parks	Andy McRoberts	Consent
	Resolution - Speculative Building Incentive for Snow Owl property in High Pointe Development	Ben Snow	Consent
	Ordinance - Intro - Hasbrouck Farm Real Property Divestment	Sean Chambers	Consent
	Consideration of an amendment to the City's Consolidated Plan to support COVID-19 assistance project	Ben Snow	Regular
	COVID-19 Update (non-action)	Roy Otto	Regular
May 26, 2020 Worksession Meeting	COVID-19 Update	Roy Otto	0.25
	Municipal Code Recodification - Review of Changes	Cheryl Aragon	0.75
	Fiscal Year 2021 Preview	Renee Wheeler	TBD
June 2, 2020 Council Meeting	Ordinance - Intro - Second Additional Appropriation	Renee Wheeler	Consent
	Ordinance - Intro - Municipal Code Recodification	Cheryl Aragon	Consent
	Ordinance - Final - Hasbrouck Farm Real Property Divestment	Sean Chambers	Regular
	COVID-19 Update (non-action)	Roy Otto	Regular
June 9, 2020 Worksession Meeting	COVID-19 Update	Roy Otto	0.25
	Comprehensive Annual Finance Report	Renee Wheeler	0.25
	Review Proposed Changes to Election Section of the Code	Cheryl Aragon	0.50
	Service Level Discussion (TBD)	Paul Fetherston	TBD
June 16, 2020 Council Meeting	Ordinance - Intro - Election Code Changes	Cheryl Aragon	Consent
	Ordinance - Final - Second Additional Appropriation	Renee Wheeler	Regular
	Ordinance - Final - Municipal Code Recodification	Cheryl Aragon	Regular
	COVID-19 Update (non-action)	Roy Otto	Regular
June 23, 2020 Worksession Meeting	COVID-19 Update	Roy Otto	0.25

May 4, 2020 - May 10, 2020

May 2020							June 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

Monday, May 4

Tuesday, May 5

6:00pm - 9:00pm City Council Meeting
(<https://zoom.us/j/769054687>) - Jessica Diagana

Wednesday, May 6

Thursday, May 7

7:00am - Poudre River Trail (Hall)
3:30pm - IG Adv. Board (Butler)
4:30pm - 7:00pm Save-the-Date - Celebration of Philanthropy
 (Embassy Suites, Loveland) - Council Master Calendar
6:00pm - MPO (Gates/Payton)

Friday, May 8

4:00pm - 5:30pm FW: COVID-19 Update
(<https://greeleygov.zoom.us/j/588773488>) - Jessica Diagana

Saturday, May 9

Sunday, May 10

May 11, 2020 - May 17, 2020

May 2020							June 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1 2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

Monday, May 11

Tuesday, May 12

6:00pm - 9:00pm City Council Worksession
(<https://zoom.us/j/332065143>) - Jessica Diagana

Wednesday, May 13

Thursday, May 14

Friday, May 15

4:00pm - 5:30pm FW: COVID-19 Update
(<https://greeleygov.zoom.us/j/588773488>) - Jessica Diagana

Saturday, May 16

11:00am - 11:30am Armed Forces Day Ceremony (TBD) - Council Master Calendar

Sunday, May 17

May 18, 2020 - May 24, 2020

May 2020							June 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1 2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

Monday, May 18

Tuesday, May 19

11:30am - 1:30pm Save-the-Date Chamber/State of the City
Address (Island Grove Events Center) - Council Master Calendar

6:00pm - 9:00pm City Council Meeting
(<https://zoom.us/j/608289460>) - Jessica Diagana

Wednesday, May 20

7:30am - 8:30am Visit Greeley (Gates)

2:00pm - 5:00pm Water & Sewer Board (Gates)

Thursday, May 21

7:30am - 8:30am DDA (Zasada/Butler)

3:30pm - 4:30pm Airport Authority (Clark/Payton)

Friday, May 22

Saturday, May 23

Sunday, May 24

May 25, 2020 - May 31, 2020

May 2020							June 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1	2		1	2	3	4	5
3	4	5	6	7	8	9		7	8	9	10	11	12
10	11	12	13	14	15	16		14	15	16	17	18	19
17	18	19	20	21	22	23		21	22	23	24	25	26
24	25	26	27	28	29	30		28	29	30			
31													

Monday, May 25

- 9:00am - 10:00am Memorial Day Program (Linn Grove Cemetery) - Council Master Calendar
- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall) 
- 6:00pm - 7:00pm Youth Commission (Butler) 

Tuesday, May 26

- 6:00pm - 9:00pm City Council Worksession (<https://zoom.us/j/508162666>) - Jessica Diagana 

Wednesday, May 27

- 7:00am - 8:00am Upstate Colorado Economic Development (Gates/Hall) (Upstate Colorado Conference Room) - Council Master Calendar 

Thursday, May 28

Friday, May 29

Saturday, May 30

Sunday, May 31

June 1, 2020 - June 7, 2020

June 2020							July 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		5	6	7	8	9	10
14	15	16	17	18	19	20		12	13	14	15	16	17
21	22	23	24	25	26	27		19	20	21	22	23	24
28	29	30						26	27	28	29	30	31

Monday, June 1

Tuesday, June 2

6:00pm - 9:00pm City Council Meeting
(<https://zoom.us/j/769054687>) - Jessica Diagana

Wednesday, June 3

Thursday, June 4

7:00am - Poudre River Trail (Hall)

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Gates/Payton)

Friday, June 5

Saturday, June 6

Sunday, June 7

Council Agenda Summary

May 5, 2020

Agenda Item Number 19

Title

Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

May 5, 2020

Agenda Item Number 20

[Title](#)

Adjournment