

CHAPTER 20

Land Use Code

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ARTICLE 1

General Provisions

Sec. 20-1-10. Title.

This Chapter shall be officially known and referred to as the "City of Fort Morgan Land Use Code" or "this Chapter." The provisions of this Chapter shall apply to all development of land throughout the City, whether such development is undertaken by a public, quasi-public or private entity. (Ord. 1110 §1, 2010)

Sec. 20-1-20. Jurisdiction.

This Chapter shall apply to the entire area of the City within the municipal boundaries, as altered from time to time. (Ord. 1110 §1, 2010)

Sec. 20-1-30. Purpose.

The purpose of this Chapter is to protect the health, safety and general welfare of present and future inhabitants of the City, including:

- (1) To encourage and accommodate efficient and fiscally responsible growth and development consistent with the adopted Comprehensive Plan, as amended from time to time.
- (2) To guide new development to sites with available infrastructure and support redevelopment opportunities within existing City boundaries.
- (3) To accommodate population and economic growth via the logical extension of municipal boundaries where the City has the fiscal capacity to provide services.
- (4) To achieve a sufficient mix of economically viable commercial retail, office and residential development that sustains downtown Fort Morgan and meets the needs of its citizens and visitors.
- (5) To establish a review system that provides for efficient, orderly and compatible land development.
- (6) To work in cooperation with Morgan County, special districts and other public agencies to address land use development and service issues of mutual concern.
- (7) To achieve a sufficient mix of housing types and densities that meets the needs of all current and future Fort Morgan residents.
- (8) To protect and enhance the stability of Fort Morgan's existing neighborhoods.
- (9) To sustain Fort Morgan's heritage as the regional agricultural and economic center of northeastern Colorado.
- (10) To enhance the viability of downtown Fort Morgan as the cultural and economic center of the community.

(11) To provide an efficient, safe and connected roadway network which meets the access and circulation needs of Fort Morgan.

(12) To provide an adequate level of service, infrastructure and facilities that serve public needs.

(13) To develop parks, trails and sport facilities that serve the diverse recreation needs of Fort Morgan's residents.

(14) To protect and develop the South Platte River floodplain as an environmental and recreational resource.

(15) To guide economically sensible practices in the development of environmentally sensitive lands, and the redevelopment of abandoned, underused or blighted industrial property.

(16) To regulate such other matters as the City Council deems necessary in order to protect the best interests of the public and of private property ownership. (Ord. 1110 §1, 2010)

Sec. 20-1-40. Repeal and effective date.

(a) Repeal. Except as provided in Section 20-1-50, all land use regulations of the City effective prior to the date of adoption of this Chapter are hereby repealed. The repeal of any regulations does not revive any other ordinance or regulation or portion thereof repealed by said regulations. Such repeals shall not affect or prevent the prosecution or punishment of any person for the violation of any ordinance or regulation repealed hereby for an offense committed prior to the repeal, effective as of _____ 201__.

(b) Effective Date. This Chapter became effective _____201___. Existing legal uses that may become nonconforming by adoption of this Chapter shall become legal nonconforming uses subject to the provisions of Section 20-4-70. (Ord. 1110 §1, 2010)

Sec. 20-1-50. Transitional provisions.

(a) All site development initiated on and after _____ 20___, shall be reviewed pursuant to the review process and standards set forth in this Chapter. All site development submitted for review prior to _____ 20___, shall be reviewed pursuant to the process and under the criteria set forth in the applicable portions of the land use regulations of the City in force prior to that date. Such prior regulations are continued in force and effect for that limited purpose only. Upon approval or denial of all such remaining applications, the prior regulation shall be deemed repealed. In no event shall any resubmission of an application after its rejection or any development application filed after the effective date of this Chapter be reviewed under any such prior regulations.

(b) Those properties located with the R-5 and E-1 zone districts provided for in the prior land use regulations of the City shall continue to be so designated on the official zoning map and shall be governed by those portions of the land use regulations applicable to those two (2) zone districts until such time as said properties are rezoned by the City Council to one (1) of the zoning districts provided for in Article 4 of this Chapter. Such prior regulations with respect to the R-5 and E-1 zone districts are continued in force and effect for that limited purpose only. Upon rezoning of these affected properties to one (1) of the zoning districts set forth in Article 4 of this Chapter, such prior regulations shall be deemed repealed. (Ord. 1110 §1, 2010)

Sec. 20-1-60. Severability.

(a) If any provision of this Chapter is declared to be invalid by a decision of any court of competent jurisdiction, the effect of such decision shall be limited to that provision or provisions which are expressly stated in the decision to be invalid. Such decision shall not affect, impair or nullify the remainder of this Chapter as a whole or any part thereof, but the rest of this Chapter shall continue in full force and effect.

(b) If the application of any provision of this Chapter to any parcel of land is declared to be invalid by a decision of any court of competent jurisdiction, the effect of such decision shall be limited to that parcel of land immediately involved in the controversy, action or proceeding in which the judgment or decree of invalidity was rendered, and such decision shall not affect, impair or nullify this Chapter as a whole or in the application of any provision thereof to any other parcel of land. (Ord. 1110 §1, 2010)

ARTICLE 2

Administration

Sec. 20-2-10. Director.

It shall be the duty of the Director of Community Development or his or her designee, hereafter referred to as the "Director," to administer the provisions of this Chapter as directed by the City Manager. (Ord. 1110 §1, 2010)

Sec. 20-2-20. Planning Commission.

(a) The Planning Commission shall consist of not less than seven (7) regular members appointed by the Mayor and confirmed by the City Council, each for a term of six (6) years or until his or her successor takes office, except that for those persons appointed initially, one (1) shall be appointed to a six-year term, two (2) shall be appointed to four-year terms and two (2) shall be appointed to two-year terms. The City Council may appoint not more than two (2) persons as alternate members to serve in the absence of a regular member.

(b) All members of the Planning Commission shall be bona fide residents of the City and, if any member ceases to reside in the City, his or her membership on the Planning Commission shall automatically terminate. All members of the Planning Commission shall serve without compensation. Members may be removed, after public hearing by the City Council for inefficiency, neglect of duty or malfeasance in office. The Mayor or any member of the City Council shall file a written statement of reasons for such removal. Vacancies occurring otherwise than through the expiration of term shall be filled for the remainder of the unexpired term by the Mayor with confirmation by the City Council.

(c) The Planning Commission shall elect its Chairman from among the regular members and may create and fill such other of its offices as it may determine. The term of the Chairman shall be one (1) year, with eligibility for reelection. The Planning Commission should hold at least one (1) regular meeting in each month. The Planning Commission shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record. (Ord. 1110 §1, 2010)

Sec. 20-2-30. Zoning Board of Appeals.

(a) The City Council, as constituted from time to time, shall serve as the Zoning Board of Appeals.

(b) The Zoning Board of Appeals shall have the following powers and duties:

(1) To hear and decide appeals and review any order, requirement, decision or determination made by an administrative official and body charged with enforcement of the regulations established by this Chapter.

(2) To hear and decide requests for variances from the strict application of the requirements of this Chapter. (Ord. 1110 §1, 2010)

Sec. 20-2-40. Interpretation.

(a) The provisions of this Chapter shall be held to be the minimum requirements adopted for the promotion of the public health, safety and welfare. Whenever both a provision of this Chapter and any provision in any other law, ordinance, resolution, rule or regulation of any kind contain any restrictions covering any of the same subject matter, whichever regulations are more restrictive or impose higher standards or requirements shall govern.

(b) This Chapter shall not abrogate, abolish, repeal, or annul any plat, easement, covenant or agreement placed of record prior to the effective date of this Chapter. (Ord. 1110 §1, 2010)

Sec. 20-2-50. Enforcement, violations and penalties.

(a) Any person, whether as principal, agent, employee or otherwise, who violates any of the provisions of this Chapter shall be fined not exceeding one thousand dollars (\$1,000.00) for each offense. Each day of the existence of any violation shall be deemed a separate offense.

(b) The erection, construction, enlargement, conversion, moving or maintenance of any building or structure and the use of any land or building which is continued, operated or maintained, contrary to any provisions of this Chapter is declared to be a violation and unlawful. The City Attorney shall have authority to institute injunction, abatement or any other appropriate action to prevent, enjoin, abate or remove such violation. In addition, the City may refuse to issue any permit and may revoke any existing permit, for the use, development or construction on the subject property or any other property owned by the same person or entity.

(c) Any person, either as owner, lessee, occupant or otherwise, who violates any of the provisions of this Chapter or any amendment thereof or who interferes in any manner with any person in the performance of a right or duty granted or imposed upon him or her by the provisions of this Chapter shall be guilty of a violation of this Chapter. Each day a violation shall continue to occur shall constitute a separate offense. Multiple offenses may be charged on a single Municipal Court complaint.

(d) Any contractor, builder or tradesperson holding a City business license who violates any provision of this Chapter while engaged in work for which such license was issued shall, upon conviction thereof and in addition to the penalties set forth in this Section, have his or her license revoked or suspended.

(e) The remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law.

(f) The Director or any duly authorized City official shall have the right to enter upon any premises at any reasonable time prior to and upon completion of a building for the purpose of making inspections of buildings or premises necessary to carry out his or her duties in the enforcement of this Chapter.

(g) Whenever any building work is being done contrary to the provisions of this Chapter, the Director may order the work stopped by notice in writing served on any person engaged in doing or causing such work to be done, and any such person shall forthwith stop such work until authorized to proceed with the work. (Ord. 1110 §1, 2010)

Sec. 20-2-60. Fees and costs.

All fees and costs required or imposed by this Chapter are set forth in Appendix 20-C, as the same may be amended by resolution of the City Council from time to time. (Ord. 1110 §1, 2010)

ARTICLE 3

Procedures

Sec. 20-3-10. Applicability.

Except as otherwise provided, no buildings, other structures or land shall be used, and no building or other structure shall be erected, reconstructed, moved into or within the City limits, or structurally altered except in conformity with the regulations herein specified for the district in which such building is located. (Ord. 1110 §1, 2010)

Sec. 20-3-20. Approval required; fees and costs.

(a) All "site development," as defined at Section 20-10-20, must be reviewed and approved in accordance with the review process and standards set forth in this Article. Table 3-1, the Review Process Chart at Section 20-3-30, establishes the required review steps applicable to different forms of approval. Applicants should refer to the chart to determine which one (1) or more "APPROVAL REQUESTED" under the left-hand column of the chart applies to their proposed development. The required stages of review for each approval are shown on the lines to the right. Submission requirements and the specific review process for each stage are set out in detail in the balance of this Article under the appropriate headings. Unless otherwise indicated, amendment or modification of a prior approval follows the procedure for review of the original application.

(b) In the event the Planning Commission or other board, commission or staff with authority recommends denial of an application at any stage, the applicant may choose to proceed to the next stage of review or may resubmit the application at the first stage. In the event the review stage is before the City Council, the application may not be further processed following a denial. If, in the opinion of the Director, a submittal at any stage of review is incomplete, the matter shall be removed from the agenda and not further processed until determined complete in accordance with submittal requirements.

(c) The Planning Commission, City Council, Zoning Board of Appeals or Director may require, prior to or as part of any preliminary or final site development review, that the applicant permit a site visit. In the event a site visit is required, the applicant shall provide access to the property sufficient to accommodate the needs of the site visit and shall, upon request by the Director, stake, flag or otherwise identify on or above the ground features of the property or the proposed development (for example, wetland boundaries, proposed building envelopes and heights, road alignments).

(d) At any stage of review of any site development application the Planning Commission, City Council, Zoning Board of Appeals or Director may require at the applicant's expense the submission of any plan, study, survey or other information, in addition to that specified in this Chapter, as such body or individual may determine necessary to enable it to review and act upon the application or in order to determine whether the application complies with the requirements of this Chapter.

(e) All applicants shall, as a condition of review of their application, pay the required fees and costs as set forth at Appendix 20-C to this Chapter. Failure to pay fees or costs shall result in termination of review of the application. (Ord. 1110 §1, 2010)

Sec. 20-3-30. Review process chart.

**Table 3-1
Review Process**

<i>Approval Requested</i>	<i>Pre App</i>	<i>Sketch</i>			<i>Preliminary</i>			<i>Final</i>				<i>Notes</i>
	<i>Staff</i>	<i>Staff</i>	<i>PC</i>	<i>CC</i>	<i>Staff</i>	<i>PC</i>	<i>CC</i>	<i>Staff</i>	<i>PC</i>	<i>CC</i>	<i>BOA</i>	
Sign Permit								R				Sec. 20-3-130
Special Use Permit ²	C							R	M	H		Sec. 20-3-110
Temporary Use Permit	C							R				Sec. 20-3-120
PUD	Applicants for PUD shall follow the procedure set forth herein for rezoning and the applicable underlying subdivision process.										Sec. 20-3-90	
PUD – minor amendment	C							R	M			Sec. 20-3-90(c)(1)

<i>Approval Requested</i>	<i>Pre App</i>	<i>Sketch</i>			<i>Preliminary</i>			<i>Final</i>				<i>Notes</i>
	<i>Staff</i>	<i>Staff</i>	<i>PC</i>	<i>CC</i>	<i>Staff</i>	<i>PC</i>	<i>CC</i>	<i>Staff</i>	<i>PC</i>	<i>CC</i>	<i>BOA</i>	
PUD – amendments generally	Applicants for PUD amendments shall follow the original procedure for PUD approval.										Sec. 20-3-90(c)(2)	
Rezoning	C							R	M	H		Sec. 20-3-60
Major subdivision	C	R	M		R	H	H	R	H	H		Sec. 20-3-80
Minor subdivision	C	R	M					R	H	H		Sec. 20-3-70
Mobile home park permit	C							R				Chap. 5, Art. 7
Plat correction/amendment	C							R				Sec. 20-3-160

Site plan	C							R	M	H ¹		Sec. 20-3-100
Variance/appeal	C							R			H	Sec. 20-3-150
Vested rights/site specific development plan	C							R		H		Sec. 20-3-140

- Key:** BOA Board of Adjustment
 CC City Council
 C Conference
 H Public Hearing
 M Public Meeting
 PC Planning Commission
 PUD Planned Unit Development
 R Review

¹ Site plans that include a proposed special use shall be reviewed by the Planning Commission and City Council concurrently with the associated special use permit application. Site plans which are denied by the Director may be appealed to the City Council for a final decision.

² See Subsection 20-3-110(c) for specific notice requirements controlling the revocation of a special use permit.

(Ord. 1110 §1, 2010)

Sec. 20-3-40. Public hearing notice requirements.

(a) The requirements of this Section apply only to public hearings required by this Chapter and as shown on the Review Process Chart. Where that chart indicates that a public meeting (in contrast to a public hearing) is required, this Section does not apply, and notice of such meeting is subject only to the requirements of the Colorado Open Meetings law, Section 24-6-401, et seq., C.R.S. The requirements for public notice are shown below on Table 3-2.

(b) Published Notice. At least fifteen (15) days prior to any public hearing which requires published notice, the Director shall cause to be published in the legal section of a newspaper of general circulation within the City a notice of such public hearing. The notice shall specify the kind of action requested; the hearing authority; the time, date and location of hearing; and the location of the parcel under consideration by at least two (2) of the three (3) following methods: (1) street address; (2) general description, such as proximity to intersecting streets; or (3) a legal description.

(c) Posted Notice. At least fifteen (15) days prior to any public hearing which requires posted notice, the Director shall cause to be prepared, and the applicant shall post signs upon the parcel under consideration which provide notice of the kind of action requested; the hearing authority; the time, date and location of hearing; and the location of the parcel under consideration by at least two (2) of the three (3) following methods: (1) street address, (2) general description, such as proximity to intersecting streets, or (3) a legal description. The signs shall be of a size and form prescribed by the Director and shall consist of at least one (1) sign facing, and reasonably visible and legible from, each adjacent public right-of-way. The fact that a parcel was not continuously posted the full period shall not, at the sole discretion of the hearing authority, constitute grounds for continuance where the applicant can show that a good faith effort to meet this posting requirement was made.

(d) Mailed Notice. At least fifteen (15) days prior to any public hearing which requires notification by mail, the Director shall cause to be sent, by first-class U.S. mail, a notice to:

(1) Owners of property abutting the subject property within three hundred (300) feet, or which is separated from the subject property only by a public right-of-way, railroad right-of-way or water course; and

(2) Owners of property included within the application. The notice shall include a short narrative describing the application and an announcement of the date, time and location of the scheduled hearing. The notice shall specify the kind of action requested; the hearing authority; the time, date and location of hearing; and the location of the parcel under consideration by at least two (2) of the three (3) following methods: (1) street address; (2) general description, such as proximity to intersecting streets; or (3) a legal description. Failure of a property owner to receive a mailed notice will not necessitate the delay of a hearing and shall not be regarded as constituting inadequate notice.

(e) Public Notice Time Requirements. Unless otherwise provided in this Chapter, public notice time requirements include the day the notice is posted, appears in the newspaper or is mailed, and shall also include the day of the public hearing.

(f) Public Notice Requirements Chart. Table 3-2 identifies when public notice is required, either by publishing, posting or mailing:

**Table 3-2
Public Notice Requirements**

<i>Approval Requested</i>	<i>Notice Required</i>		
	<i>Publish</i>	<i>Post</i>	<i>Mail</i>
Special use permit*	X	X	X
PUD	X	X	X
Rezoning	X	X	X
Subdivision preliminary plat	X	X	X
Subdivision final plat	X	X	
Vested rights/site specific development plan	X		
Variance**	X	X	X

Key: PUD Planned Unit Development

* Failure to properly notice a special use permit shall mandate denial of the application until such time as notification is perfected; see Subsection 20-3-110(c) for specific notice requirements controlling the revocation of a special use permit.

** Failure to mail such notice to every property owner shall not affect the validity of any proceeding before the Board of Adjustment.

(Ord. 1110 §1, 2010)

Sec. 20-3-50. Annexation.

(a) Annexation Generally. In addition to all other applicable requirements of this Chapter, all annexations of land to the City are governed by and must meet the requirements of the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, C.R.S.

(b) Petitions. In addition to all other applicable requirements of law, all petitions for annexation shall include the following statement: "Petitioner consents to the dedication of non-tributary groundwater under the property proposed to be annexed pursuant to Fort Morgan Code Section 20-5-80 and Section 37-90-137(8) et seq., C.R.S."

(c) Fees. The City may require the Petitioner to pay a fee to reimburse the City for all or any portion of its costs to review and act upon the annexation. Such costs may include fees set forth in Appendix 20-C. (Ord. 1110 §1, 2010)

Sec. 20-3-60. Rezoning.

(a) Privately Initiated Rezoning. The following provisions shall apply when a private citizen or entity initiates the rezoning process.

(1) Any applicant with a fee ownership interest in a property in the City (or with permission of the fee interest owner) may petition the City Council for a change in the zoning designation thereof. In addition, any applicant may, contemporaneously with or subsequent to the filing of a petition for annexation, file with the City Council a petition requesting a certain zoning designation for the parcel of land for which the annexation is sought. The petition shall contain the following information:

- a. The name, address and nature of interest of the applicant;
- b. A legal description of the property for which the change is sought;
- c. A statement of the property's present zone district designation; and
- d. A detailed statement of the grounds upon which the petitioner relies to establish the necessity for a zoning change.

(2) Process. Any privately initiated rezoning shall follow the process set forth in the Review Process Chart at Section 20-3-30 and the Notice Chart at Section 20-3-40.

(3) Criteria for Rezoning. All actions by the Planning Commission in reviewing and making recommendations on a rezoning application and by the City Council in approving or disapproving such application shall be based in general upon the provisions of this Chapter and on the following additional criteria:

- a. That the land proposed for rezoning, or adjacent land, has changed or is changing to a degree such that it is in the public interest and consistent with the intent, purpose and provisions of this Chapter to encourage different densities or uses within the land in question.
- b. That the proposed rezoning is needed to provide land for a demonstrated community need or service.

c. That the existing zoning classification currently recorded on the Official Zoning Map is in error.

d. That the proposed rezoning is in conformance, or will bring the property into conformance, with the Comprehensive Plan goals, objectives and policies, and other related policies or plans for the area.

(4) Burden of Proof. The applicant shall carry the burden of demonstrating that the land in question should be rezoned and that the advantages resulting from rezoning would outweigh any disadvantages that would result. All applicants are advised there is no right to a change of zoning.

(5) Action by City Council. At any time subsequent to the public hearing, the City Council, upon being satisfied that sufficient grounds exist for effecting the zoning change requested, may adopt an ordinance upon final reading, approving the same and amending the Official Zoning Map accordingly.

(6) Amendment of Official Zoning Map. A true and correct copy of the ordinance of the City Council approving such rezoning shall be filed with the City Clerk, and the Official Zoning Map shall be amended to reflect the change in zoning.

(b) City-Initiated Rezoning.

(1) Process. The Planning Commission may recommend, or the City Council may initiate on its own motion, amendments to the Official Zoning Map or a change in zoning designation of any property within the City. Amendments to the Official Zoning Map or zoning within the City shall follow the procedure and requirements set forth in Paragraphs (a)(1) through (6) above.

(2) Adjustment of Boundaries and Official Zoning Map Amendments. Where a lot is divided by a zoning district boundary line, the City Council may by ordinance adjust the boundary line for a distance of up to twenty-five (25) feet where it deems such adjustment is in the best interest of the City. When an error is found to exist on the Official Zoning Map, the City Council may make such correction by ordinance.

(3) Fees and Costs. Fees and costs of City-initiated rezoning shall be borne by the City, unless the City has negotiated a reimbursement agreement with another interested party. (Ord. 1110 §1, 2010)

Sec. 20-3-70. Minor subdivision.

(a) General Provisions.

(1) A subdivision application shall be classified as a minor subdivision application and governed by this Section when the application proposes to create fewer than four (4) new lots, parcels, tracts, spaces or interests in land, unless such application proposes or requires public infrastructure to be constructed in association with the subdivision, in which case the subdivision shall be classified as a major subdivision regardless of size.

(2) For purposes of this Subsection (a), *public infrastructure* is defined by Paragraph 20-3-80(a)(2).

(3) The minor subdivision process shall consist of two (2) separate phases, unless otherwise provided herein, as provided in Subsections (b) and (c) below.

(b) Sketch Plan.

(1) Purpose. The purpose of the sketch plan is to permit the City to perform an initial informal review of the proposed development at an early stage in the planning process. The City shall not formally approve or disapprove a sketch plan. Comments and suggestions may be offered to the applicant during this phase to provide guidance or clarify City rules, regulations or policies.

(2) The Director may, in his or her sole discretion, waive the sketch plan requirement for a minor subdivision if it is determined that the sketch plan process would not materially assist the City or the applicant in the subdivision process. If the sketch plan is waived, an application may begin the minor subdivision process with a final plat application as provided in Subsection 20-3-70(c).

(3) Submittal Requirements.

a. The applicant shall file a sufficient number of copies, as determined by the Director, of the sketch plan application, along with the application fee set forth in the Fee Schedule located in Appendix 20-C and any additional information requested by the Director for the proposed subdivision.

b. Unless waived by the Director as provided herein, the application shall meet all the submittal requirements for a major subdivision sketch plan under Paragraph 20-3-80(b)(2). The Director may waive any of the submittal requirements upon a determination that such information is inapplicable to the proposed subdivision or would not materially aid the City in its consideration of the application.

(4) Process. The sketch plan application shall be reviewed by the City in accordance with the Review Process Chart at Section 20-3-30 and the Notice Chart at Section 20-3-40.

(c) Final Plat.

(1) Purpose. The purpose of the final plat is to accomplish subdivision of land in conformance with all the applicable requirements and standards of the City and all recommendations made at sketch plan review.

(2) Submittal Requirements.

a. Not more than six (6) months after submittal of a sketch plan, if applicable, the applicant shall file a sufficient number of copies, as determined by the Director, of the final plat application along with any additional information requested by the Director for the proposed subdivision.

b. Unless waived by the Director as provided herein, the application shall meet all the submittal requirements for a major subdivision final plat application under Paragraph 20-3-80(d)(2). The Director may waive any of the submittal requirements upon a determination that such information is inapplicable to the proposed subdivision or would not materially aid the City in its consideration of the application.

(3) Process. The final plat application shall be reviewed by the City in accordance with the Process Chart set forth in Section 20-3-30.

(4) Expiration. Approval of a final plat for a minor subdivision shall expire after twenty-four (24) months unless otherwise specifically provided at the time of final plat approval. (Ord. 1110 §1, 2010)

Sec. 20-3-80. Major subdivision.

(a) General Provisions.

(1) A subdivision application shall be classified as a major subdivision application and governed by this Section when the application proposes to create four (4) or more new lots, parcels, tracts, spaces or interests or less than four (4) new lots, parcels, tracts, spaces or interests in land when public infrastructure is proposed or required by this Chapter to be constructed in association with the subdivision.

(2) For purposes of this Subsection (a), *public infrastructure* includes water and sewer lines and stubs, drainage facilities, electrical facilities, lines and facilities – whether above or below ground – for telephone, television, internet or any other type or form of data transfer, streets, curb and gutter, sidewalks, common access areas, such as shared driveways, and any other type of facility deemed by the Director to be reasonably necessary to support the residents, users or owners of the subject property.

(3) The major subdivision process shall consist of three (3) separate phases: sketch plan, preliminary plat and final plat, unless otherwise provided herein, all as described in Subsections (b), (c) and (d) below.

(4) The approval of a preliminary plat shall expire after twelve (12) months unless otherwise specifically provided at the time of preliminary plat approval; it being the intent of the City that an approved preliminary plat ultimately and timely lead to the City's consideration of a final plat. Approval of a final plat shall expire after twenty-four (24) months unless otherwise specifically provided at the time of final plat approval.

(b) Sketch Plan.

(1) Purpose.

a. The purpose of the sketch plan is to permit the City to perform an initial informal review of the proposed development at an early stage in the planning process. The City shall not formally approve or disapprove a sketch plan. Comments and suggestions may be offered to the applicant during this phase to provide guidance or clarify City rules, regulations or policies.

b. The Director may, in his or her sole discretion, waive the sketch plan requirement for major subdivisions consisting of ten (10) or fewer acres. If the sketch plan is waived, an application may begin the major subdivision process with a preliminary plat application as provided in Subsection 20-3-80(c).

(2) Submittal Requirements.

a. The applicant shall file a sufficient number of copies, as determined by the Director, of the sketch plan application, along with the application fee set forth in the Fee Schedule located in Appendix 20-C and any additional information requested by the Director for the proposed subdivision.

b. The application shall include the following information. The Director may waive any of these submittal requirements upon a determination that such information is inapplicable to the proposed subdivision or would not materially aid the City in its consideration of the application:

1. A drawn plan of the proposed subdivision, roughly to scale, illustrating the subdivision layout, access routes, proposed uses of the subject property, total acreage of land to be subdivided, number and approximate size of proposed lots, and features and uses of adjoining properties.

2. Identification of the location and size of all utility lines adjacent to the proposed subdivision.

3. Information on topography, such as flood plain areas, wildlife habitat or hazard areas, drainage issues, steep grades and slopes, lakes, streams and vegetation.

4. Information on geologic features of the property that may affect proposed development, the potential impact of such features and how the applicant proposes to mitigate such impact. Examples of such features are soil type, historic drilling or excavating activities, hazardous materials, possible exposure to radioactive materials, mudflows, unstable slopes and seismic activities.

5. A property survey and statement of ownership of the land to be subdivided showing ownership of the adjoining properties.

6. Evidence of adequate water supply and sanitary sewer service, including the quantity, quality, dependability, availability and source of water and the type of sewage disposal and treatment system proposed.

7. Information on the proposed provision of public services and amenities, such as fire protection services, solid waste disposal, recreation, parks and schools.

(3) Process. The sketch plan application shall be reviewed by the City in accordance with the Review Process Chart at Section 20-3-30 and Notice Chart at Section 20-3-40.

(c) Preliminary Plat.

(1) Purpose. The purpose of the preliminary plat is to provide the City with an overall master plan for the proposed subdivision. It is more detailed than the sketch plan and should incorporate the comments and guidance provided during the sketch plan process. The City will take formal action on a preliminary plat application.

(2) Submittal Requirements.

a. The applicant shall file a sufficient number of copies as determined by the Director, of the preliminary plat application along with the application fee as set forth in the Fee Schedule located in Appendix 20-C and any additional information requested by the Director.

b. The preliminary plat application shall include the following information. The Director may waive any of the following requirements upon a determination that such information is inapplicable to the proposed development:

1. A vicinity map drawn to scale, showing a minimum of one-half (½) mile around the outermost boundaries of the proposed subdivision, illustrating existing roads, streams, City boundaries, platted and unplatted areas, adjoining ownerships, adjacent zoning, above- and below-ground utilities and other major features of the surrounding properties, whether natural or man-

made features. The map should also include section lines, if applicable, or indicate the nearest section lines for reference purposes.

2. A preliminary plat map, drawn to scale of not less than one (1) inch equals two hundred (200) feet, with dimensions of twenty-four (24) by thirty-six (36) inches or larger, illustrating the following:

- a) Proposed name of the subdivision.
- b) Date of preparation of the map, a true north arrow, scale and name, address, telephone number and signature of the map preparer.
- c) Names and addresses of the landowners, the applicants and the designer of the subdivision.
- d) An accurate survey of the perimeter boundary of the subdivision with ties to permanent location markers and total acreage of the subdivision.
- e) Topography, including contour lines at two-foot intervals.
- f) The location and dimensions of all existing and proposed rights-of-way, including names thereof, all buildings, easements, water and sewer lines, telephone lines, power lines, gas lines, water courses, irrigation ditches and laterals, and other significant features within the subject property and adjoining properties.
- g) Principal dimensions to the nearest foot and the approximate number and area of all proposed lots, parcels and tracts.
- h) Proposed use or uses for each lot, parcel and tract.
- i) Number or letter designation for each lot, parcel and tract. Lots must be consecutively numbered, either throughout the subdivision or block by block. Parcels and tracts may be designated by any other reasonable lettering or numbering system.
- j) Names of adjoining subdivisions and the names of the owners of any adjoining unplatted property.
- k) Proposed method of addressing proposed development within areas of special flood hazard, if applicable.
- l) Location and dimension of all parks and other areas to be reserved or dedicated for public use.

3. Evidence that adequate water shall be supplied to the subdivision in terms of quantity, quality, availability and dependability. Such evidence must be provided in a written report prepared and signed by a professional engineer registered in the State.

4. Evidence that adequate sewage treatment facilities that comply with all applicable state, local and federal requirements shall be provided to the subdivision. This evidence must also be provided by written report, prepared and signed by a professional engineer registered in the State.

5. Evidence of compliance with the dedication and performance guarantee requirements found in Article 8, Site Improvements and Dedication, as applicable.

6. Any proposed covenants or restrictions to control activities or land uses within the subdivision.

7. If the proposed subdivision lies wholly or partially within a geographic, topographic, wildlife or other type of hazard area, a report, map and data detailing the particular hazard, the effect such hazard may have on the proposed development and use of the subdivided land, any applicable state or federal rules, regulations or policies that affect development in and around such hazard, and a minimum of two (2) alternatives to address such hazard in the context of the proposed subdivision.

8. If any proposed right-of-way will intersect with a state or federal highway, a copy of the applicable access application or permit.

9. An erosion control plan and drainage plan.

10. A preliminary fire protection plan.

11. A preliminary engineering plan for utilities and roads.

12. A traffic study in form approved by the City Engineer.

13. A title report, dated no more than three (3) months prior to submission of the preliminary plat application, showing the names of all surface owners, lien holders, mineral owners and lessees of mineral rights in the platted area as the names appear upon records in the County Clerk and Recorder's office. The title report shall also provide all easements of record and shall show clear title to all rights-of-way and other parcels being dedicated to the City.

(3) Process: The preliminary plat application shall be reviewed by the City in accordance with the Review Process Chart at Section 20-3-30 and the Notice Chart at Section 20-3-40.

(d) Final Plat.

(1) Purpose. The purpose of the final plat is to complete the subdivision of land in conformance with all the applicable requirements and standards of the City and all recommendations made at earlier stages of major subdivision review. It is the last step in the major subdivision process.

(2) Submittal Requirements.

a. Not more than twelve (12) months after approval of a preliminary plat application, the applicant shall file a sufficient number of copies, as determined by the Director, of the final plat application, along with any additional information requested by the Director or identified as required by the Planning Commission or the City Council during the preliminary plat process.

b. The final plat application shall include the following information. The Director may waive any of the following requirements upon a determination that such information is inapplicable to the proposed development:

1. A Mylar plat, drawn to scale, with dimensions of twenty-four (24) by thirty-six (36) inches, signed by a registered Colorado land surveyor, illustrating the following:

- a) Subdivision name, scale, true north arrow, date of preparation and basis of bearings.
- b) The property owner's name and mailing address.
- c) A legal description of the subject property and the total acreage.
- d) Complete survey data indicating all information necessary to establish the boundaries in the field; a description of all monuments which mark the boundaries of the property; and a description of all control monuments used in conducting the survey.
- e) Subdivision boundary lines; all rights-of-way lines; easements; property lines of lots, parcels and tracts; all of which shall illustrate accurate distances, bearings, curve radii, central angles and arc lengths.
- f) Proposed right-of-way names and easement descriptions and widths of each right-of-way and easement.
- g) The number or letter designation of each lot, parcel and tract and the area of each.
- h) A vicinity map, drawn to scale, illustrating the perimeter of the platted area, accesses to and from the subdivision, adjoining subdivisions and unplatted lands, any surrounding section lines, and other information which could assist someone unfamiliar with the area in locating the subdivision.
- i) All plat notes and dedication language required by Article 8, Site Improvements and Dedication as applicable.

2. A tax certificate from the County Treasurer showing that no taxes are currently due or delinquent against the subject property.

3. A title report, dated no more than three (3) months prior to submission of the final plat application, showing the names of all surface owners, lien holders, mineral owners and lessees of mineral rights in the platted area as the names appear upon records in the County Clerk and Recorder's office. The title report shall also provide all easements of record and shall show clear title to all rights-of-way and other parcels being dedicated to the City.

4. A certificate of notice to mineral estate owners as required by Section 24-65.5-103, C.R.S.

5. Written evidence from utility companies, as applicable, regarding their ability to provide service to the subdivision.

6. Any restrictions or covenants to be recorded controlling the use of land and activities within the subdivision.

7. If any proposed right-of-way will intersect with a state or federal highway, a copy of the applicable access application or permit.

8. Two (2), or such other number as designated by the Director, complete sets of design and construction drawings prepared by a professional engineer licensed in the State, that shall include: roadway/utility plan and profiles, roadway/utility cross-sections, a drainage plan, and other details necessary for construction, at a scale no smaller than one (1) inch equals forty (40) feet, unless otherwise approved by the City Engineer.

9. Construction drawings shall be prepared on a twenty-four-by-thirty-six-inch plan and profile sheets at a minimum horizontal scale of one (1) inch equals forty (40) feet, with a vertical scale of one (1) inch equals five (5) feet. Other scales may be approved by the City Engineer. Each drawing shall include a title block showing the project identity, scale and date, name and title of designer; a north arrow; legend and notes.

10. Roadway design shall be prepared on plan and profile drawings. The plan view of the roadway should be shown by centerline stationing with curve control points being identified by stationing. The curve radii, delta angles and bearings of tangents shall be shown when required by the City Engineer. All rights-of-way and rights-of-way elements, such as curbs, gutters, utilities and easements, shall be illustrated. The profile shall illustrate vertical alignment for existing and proposed roads and storm sewers by stationing and grade. The plan and profile of any given road shall be illustrated on the same sheet. The cross-culvert locations shall be shown by stationing and skew angle. All applicable City design specifications and standards shall be followed.

11. Any major intersections shall be identified by the City Engineer. Major intersection design shall require illustration at a scale of one (1) inch equals twenty (20) feet, on a twenty-four-by-thirty-six-inch plan-drawing sheet. The configuration and channelization shall be shown in detail to include elevations of the roadway surface, curbs and gutters; striping and paving; and signalization.

12. Unless waived by the City Engineer, a drainage study must be prepared and provided by a professional engineer licensed in the State. The drainage study shall include an illustration prepared on a twenty-four-by-thirty-six-inch plan-drawing sheet, drawn at the same scale as the roadway drawings, that illustrates: contours of existing conditions and of developed conditions; flow paths of storm waters; the outlines of sub and major drainage basin flows to and within the subdivision; and runoff control measures such as detention ponds. The drainage study shall also describe the effect of offsite flows on the subdivision and how the subdivision will affect flows to adjoining properties, including any control measures which will be necessary for proper conveyance of such flows.

13. Construction details of proposed roadway and drainage structures shall be shown at a scale of one (1) inch equals twenty (20) feet or one (1) inch equals ten (10) feet, as determined by the City Engineer, on a twenty-four-by-thirty-six-inch plan-drawing sheet. The sheet shall be identified by a title block to include all pertinent information. The details may additionally be presented on an eight-and-one-half-by-eleven-inch paper to be included in the construction

specifications report. The drawings shall depict construction details of such items as erosion protection measures at culverts, drop inlets, detention pond facilities, final roadway template showing structural data, channel cross sections and other structures pertinent to construction.

14. Evidence of compliance with the requirements of floodplains, concerning proposed development within areas of special flood hazard, if applicable.

15. A hazard mitigation plan, when required as a result of preliminary plat review, and noted on the final plat.

16. A fire protection plan, reviewed and approved by the Fire Chief.

17. Any deeds or other instruments required to complete or secure the conveyance of lands for public purposes, as determined by the City.

18. A Subdivision Improvements Agreement (S.I.A.) fully executed by the applicant and that meets the requirements of Section 20-8-30.

(3) Process. The final plat application shall be reviewed by the City in accordance with the Review Process Chart at Section 20-3-30 and the Notice Chart at Section 20-3-40. (Ord. 1110 §1, 2010)

Sec. 20-3-90. Planned Unit Development.

(a) Process. Planned Unit Development (PUD) applications shall be processed in accordance with the Process Chart at Section 20-3-30 and the Notice Chart at Section 20-3-40.

(b) Submittal Requirements and Design Standards.

(1) A PUD application shall serve as a concurrent application to zone (or rezone) the subject property and, if requested, to subdivide, or plat, the property. As such, a PUD application shall include the submittal requirements applicable to zone or rezone (Section 20-3-60) and to subdivide (Section 20-3-80) the subject property. Although an application under this Article 3 must obtain only one (1) form of City approval (PUD), all applicable subdivision design standards (Article 7), zoning standards (Article 4) and dedication and performance guarantee requirements (Article 8) must be met.

(2) All of the owners, if more than one(1), of a tract or parcel of land to be developed as a PUD, must join in the application for such development, either personally or by a legally appointed attorney in fact.

(3) Title to land areas, buildings and facilities of joint use shall be retained by the developers or deeded to a legal entity composed of all homeowners in the development or, when acceptable, deeded to the City. Open space areas and recreation areas shall be perpetually cared for and maintained, and the City Attorney shall approve the plan and legal documents which the developer submits to ensure the intent of this provision.

(c) Amendments. The final development plan approved by the City Council shall be binding and shall not be modified during the construction of the PUD except upon application to the City under the following procedures:

(1) Minor changes in location, orientation, bulk of structures, height or character of buildings may be authorized by the Planning Commission at a public meeting, without a public hearing, if required by circumstances not reasonably foreseen at the time of final plan approval. The Director shall make all initial determinations of whether a proposed change is minor, for purposes of this Paragraph. The Director's determination may be appealed to the Planning Commission. The Director shall execute the amended plat, when approved, on behalf of the City.

(2) All other changes must be approved under the same manner and process by which the original PUD was approved.

(d) Designation. Upon approval of a PUD, the subject area shall be designated and shown on the Official Zoning Map of the City as a PUD district. The ordinance approving the zoning change containing the legal description shall be recorded with the County Clerk and Recorder to provide notice that the land is subject to PUD regulations.

(e) Enforcement.

(1) The provisions of an approved PUD concerning the use of land and the location of common open space shall run in favor of the City and shall be enforceable in law or in equity by the City without limitation on any powers or regulation otherwise granted by law, including the enforcement mechanisms authorized by Section 20-2-50.

(2) All other provisions of an approved PUD shall run in favor of the residents, occupants and owners of the lots in the PUD, to the extent expressly provided in the plan and in accordance with the terms of the plan. Such provisions may be enforced at law or in equity by such persons. (Ord. 1110 §1, 2010)

Sec. 20-3-100. Site plan review.

(a) Eligibility. The requirements of this Section shall apply to site development, as defined at Section 20-10-20, on property for which the use proposed is a use by right (permitted use) as defined by this Chapter and listed in Article 4; provided, however, that this Section shall not apply to single-family or two-family dwellings.

(b) Process. An application for site plan approval shall be processed in accordance with the Review Process Chart at Section 2-3-30 and the Notice Chart at Section 2-3-40.

(c) Form of Application. Each site plan application shall be of high quality and clearly convey the information required. An acceptable level of quality will generally be produced by following the guidelines below:

(1) Be printed in ink or other permanent means.

(2) Have a border along the perimeter of the drawing and a title block located in the lower right corner.

(3) Be neat, orderly, uncongested and legible.

(4) Lines shall be drawn with straight edges, curves and irregular shapes shall be drawn with a compass, template or other devices common to the drafting industry. Lettering shall be neat and orderly such as that produced from a lettering guide.

(5) Computer-generated drawings are acceptable, provided they meet the general quality standards stated in this Section.

(d) Submission Requirements. A site plan application must include the following information. The Director may request additional information or waive submission of certain items as deemed necessary for the review of the site plan:

- (1) A vicinity map;
- (2) Existing and proposed lot lines;
- (3) A signed surveyor's certification;
- (4) A legal description matching the certified survey;
- (5) Scale and north arrow;
- (6) Date of map preparation and the name and address of person who prepared map;
- (7) Location of one-hundred-year floodplain;
- (8) Existing and proposed contours at two-foot intervals;
- (9) Location of all existing and proposed:
 - a. Setbacks, existing and proposed;
 - b. Fences, walls or screen plantings and the type and height;
 - c. Exterior lighting, location, height and type;
 - d. Signs, including type, height and size;
 - e. Landscaping;
 - f. Parking and loading areas, including handicap parking areas;
 - g. Easements and rights-of-way;
 - h. Buildings to be developed or retained on the site, including possible use, height, size, floor area and type of construction;
 - i. Existing and proposed streets, including names, widths, location of centerlines and acceleration/deceleration lanes;

- j. Curbs, gutters, sidewalks, and trails;
- k. Location of trash containers and method of screening;
- l. Areas to be used for outside work areas, storage or display and method of screening.

(10) Adjoining property lines, buildings, access, parking, so that development compatibility can be determined;

(11) An improvement guarantee compliant with Section 20-8-50 for any public improvements required and for which the Director determines financial security is required or advisable;

(12) A statement of proposed uses;

(13) Site data, including:

- a. Total area of property (gross and net);
- b. Building coverage;
- c. Landscape coverage;
- d. Total lot coverage by all structures and paving;
- e. Number of parking spaces;
- f. Gross floor area; and
- g. Number of residential units and density, if applicable.

(14) A drainage plan prepared by a professional engineer registered in the State, if requested;

(15) Traffic study, if requested; and

(16) Signature block for the Director or City Council (as determined by Director).

(e) **Criteria for Review.** The Director shall consider the following criteria in reviewing the site plan application:

- (1) The proposed site development is a permitted use in the zone district;
- (2) The proposed site development meets all of the applicable requirements of this Chapter;
- (3) The proposed site development is in conformance with the Comprehensive Plan; and
- (4) Any required improvements have been adequately guaranteed pursuant to Section 20-8-50.

(f) **Action on Application.** Except as otherwise specifically provided herein, site plans shall be reviewed by the Director, who may approve, conditionally approve, or deny the proposal. Site plans that

include a proposed special use shall be reviewed by the City Council concurrently with the associated special use permit application, as set forth in the Review Process Chart at Section 20-3-30.

(g) Appeals. Upon final decision of the Director, an applicant may appeal the decision to the City Council. Final decisions of the City Council are appealable to the district court as provided by law.

(h) Modification of Plan During Construction. All site improvements shall conform to the approved site plan, including engineering drawings approved by the Director. If the applicant makes any changes during construction in the development in relation to the approved site plan, such changes shall be made at the applicant's risk without any assurances that the Director will approve the changes. The applicant will be required to correct the unapproved changes so as to conform to the approved site plan.

(i) Enforcement. The Building Inspector shall not issue a building permit for any use requiring site plan approval until a site plan has been approved. The Building Inspector shall not issue a certificate of occupancy until all site improvements shown on the site plan have been completed as verified by the Director or a financial guarantee for the improvements has been secured by the City in accordance with Section 20-8-50.

(j) Expiration of Site Plan Approval.

(1) Approval of a site plan shall expire and be of no effect unless a building permit has been issued within one (1) year of the date of the approval of the site plan. Approval of a site plan shall expire and be of no effect two (2) years following approval unless construction has begun on the property and is diligently pursued to completion in conformance with the approved site plan.

(2) In the case of a phased development, individual site plans shall be submitted and approved for the initial development phase and, in turn, for each subsequent phase of development.

(3) If any approved site plan has expired, no permits for development or use of the subject property shall be issued until all applicable requirements of this Chapter have been satisfied. An extension of time may be granted by the Director for just cause. (Ord. 1110 §1, 2010)

Sec. 20-3-110. Special use permit.

(a) Process. In all zone districts, where there are uses listed in Table 4-1, Section 20-4-90 as a special review use ("S"), such uses may not be initiated, maintained or otherwise conducted without approval by the City Council of a special use permit, following the procedure set forth in the Review Process Chart at Section 20-3-30 and noticed as required by the Notice Chart at Section 20-3-40.

(b) Submission Requirements. A special use application shall be originated only by the prospective owner of the proposed special use, with written approval of the fee owner of the property in cases where the owner of the property is different than the owner of the proposed special use. All applications shall be accompanied by a site plan and additional written information in sufficient detail to convey the full intent of the applicant in developing, operating and maintaining the special use. The site plan shall meet all requirements of Subsection 20-3-100(d).

(c) **Criteria for Review.** The Planning Commission and City Council shall base their decisions in recommending upon or granting, conditionally granting or denying a special use permit application in consideration of the extent to which the applicant demonstrates the following criteria have been met:

(1) That the proposed special use is compatible with adjacent uses and adjacent zone districts, as applicable, including the proposed special use potential traffic generation, noise, lighting impacts, parking requirements and general effects on such adjacent uses and properties;

(2) That the special use meets all existing criteria for minimum lot area, setbacks, maximum building height, permitted signs and parking;

(3) That the special use will not change the predominant character of the neighborhood;

(4) That special use will not overburden the capacities of the existing streets come utilities, parks, schools and other public facilities and services;

(5) That the proposed special use conforms with the comprehensive plan; and

(6) That there is a history of compliance by the applicant and/or property owner with requirements of this Chapter and of the City Code in prior conditions, if any, regarding the subject property.

(d) **Council Action.** After the close of the required public hearing, the City Council may approve, approve with conditions, or deny the proposed special use. In the event the Council chooses to approve the special use with conditions, such conditions may include, but are not limited to, the following:

(1) That the special use runs with the land in perpetuity;

(2) That the special use is personal to the applicant and may or may not be inherited. In the absence of any specific findings or orders of City Council, the permit shall be deemed to be non-transferable and personal to the applicant;

(3) That the special use may be granted only for a defined period, after which time it shall expire unless renewed subject to all of the requirements of this Section;

(4) Any other condition which in the opinion of the City Council is necessary to render the special use compliant with the requirements of this Chapter and the Comprehensive Plan, compatible with adjacent uses and zone districts, and to protect the health, safety and welfare of the City residents.

(e) **Revocation.** A special use permit may be revoked by the City Council for failure to comply with any of the terms and conditions attached to such permit. A public hearing on revocation shall be held after public notice in the same manner as that required for the initial grant of the special use permit. Such notice may be personally served, mailed to the applicant's last known address by first-class U.S. mail, or conspicuously posted on the property upon which the use is located. If notice is posted, such notice shall remain conspicuously posted on the property for at least five (5) of the ten (10) days preceding the City Council's consideration. If a special use permit is revoked, the City Council shall issue written notice of revocation within ten (10) days of the completion of its consideration thereof. Such notice may be served personally upon the applicant or mailed to his or her last known address by first-class U.S. mail. (Ord. 1110 §1, 2010)

Sec. 20-3-120. Temporary use permit.

(a) Permit Required. A permit is required prior to conducting or maintaining any temporary use described in Section 20-4-50.

(b) Process. Application for a temporary use permit shall be made to the Director on forms provided by the City, and shall be processed in accordance with the Review Process Chart at Section 20-3-30. The Director may approve, approve with conditions, or deny the application, based upon its compliance with applicable portions of Section 20-4-50 and this Chapter generally. The Director shall consider the impact of the proposed temporary use on adjacent and surrounding properties.

(c) Expiration; Revocation. The Director shall specify the duration of the permit, and may extend the same, upon request, no more than two (2) times. The Director may revoke the permit at any time for failure of the permittee to satisfy and/or maintain conditions of approval. (Ord. 1110 §1, 2010)

Sec. 20-3-130. Sign permit.

(a) Permit Required; Process. Any person desiring to construct, erect, relocate, remodel or otherwise change or affect any sign within the City, except those signs are specified in Section 20-9-10 as exempt, shall make application for a permit for the same. The permit shall be processed pursuant to the procedures set forth in the Process Chart, Section 20-3-30, with notice as required by Section 20-3-40.

(b) Submission Requirements. Each application for a sign permit shall be made on forms provided by the City. The application shall be accompanied by three (3) complete scale drawings (showing size, shape, design, materials, colors, plot plan of site, including any required landscaping, specifics on location, elevation of sign, mounting method and lighting).

(c) Review Criteria. The Director shall review the application and supporting documentation to determine whether the sign as designed can be constructed in conformance with the requirements of Article 9 of this Chapter, and, in addition, whether the proposed sign will:

- (1) Be detrimental to adjacent or surrounding property;
- (2) Create a hazard or nuisance;
- (3) Interfere with the use of public lands or highways; or
- (4) Conflict with the provisions of this Chapter or any applicable ordinance of the City.

(d) Expiration and Enforcement. An approved sign permit is valid for ninety (90) days, and the approved sign must be erected within that time period or a new permit must be applied for and granted. The Director may suspend or revoke an issued permit for any false statement or misrepresentation of fact in the application, or failure of the permittee to satisfy and/or maintain conditions of approval. (Ord. 1110 §1, 2010)

Sec. 20-3-140. Vested property rights.

(a) Application and Scope.

(1) This Section provides the procedures necessary to implement the provisions of Article 68 of Title 24, C.R.S. Nothing in this Section is intended to create any vested property right. In the event of the repeal of said Article 68 or a judicial determination that such Article is invalid or unconstitutional, this Section shall be deemed to be repealed and the provisions hereof no longer effective.

(2) Approval of a site specific development plan pursuant to this Section shall not constitute an exemption from or waiver of any other provision of this Chapter or any other law, rule or regulation of the City concerning the development and use of property.

(3) The applicant for a vested right shall make application for the same concurrent with the site development approval under Section 20-3-30 for which the vested right is requested. No vested right is created without such an application.

(b) Approval; effective date; amendments. A site specific development plan shall be deemed approved upon the effective date of the final City approval of the accompanying site development review process application. In the event amendments to an approved site specific development plan are proposed and approved, the effective dates of such amendments, for purposes of duration of a vested property right, shall be the date of approval of the original site specific development plan, unless the City Council specifically finds to the contrary and incorporates such finding in its approval of the amendment.

(c) Notice of approval. Each map, plat, site plan or other document constituting a site specific development plan shall contain the following language: "Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended." The failure of any such document to contain this statement shall not invalidate the creation of the vested property right. In addition, a notice generally describing the type and intensity of use approved, the specific parcel of property affected and stating that a vested property right has been created, shall be published once, not more than fourteen (14) days after approval of the site specific development plan, in a newspaper of general circulation within the City. (Ord. 1110 §1, 2010)

Sec. 20-3-150. Appeals and variances.

(a) Process.

(1) All appeals shall be filed with the Zoning Board of Appeals no less than thirty (30) days following the decision being appealed.

(2) All applications for appeals and variances shall be reviewed by the City Council in accordance with the Review Process Chart at Section 20-3-30 and the Notice Chart at Section 20-3-40.

(3) Unless otherwise stated in the Board minutes, all variances must be implemented within six (6) months from the date such variance is granted. If the variance is not to be fully implemented or construction is not to be completed by the time of the expiration of the variance, additional time may be granted by the Board upon request submitted in writing.

(4) The Board shall approve, approve with conditions or deny the variance following the public hearing. Unless otherwise provided, any variance granted shall be personal to the applicant and nontransferable with the land.

(5) All actions and decisions of the Board shall be taken by the affirmative vote of a majority of a quorum present.

(b) Review Criteria. The applicant or proponent of any variance or appeal carries the burden of proving that the granting of the variance or appeal is justified by reasons which are substantial, serious and compelling, and must be prepared to satisfy the Board that, to the extent applicable, the following criteria are met:

(1) Owing to exceptional circumstances, literal enforcement of the provisions of this Chapter would result in unnecessary hardship.

(2) The specific conditions in detail which are unique to the applicant's land and do not exist on other land in the same zone.

(3) The manner in which the strict application of the provisions of the regulation would deprive the applicant of a reasonable use of the land in the manner equivalent to the use permitted other landowners in the same zone.

(4) The unique conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of the regulation from which relief is requested.

(5) The granting of the variance will not be detrimental to the public health, safety or welfare and will not alter the essential character of the neighborhood.

(6) The applicant cannot derive a reasonable use of the property without a variance.

(7) The variance will not be injurious to adjacent properties or improvements.

In granting a variance, the Board may attach conditions necessary to protect affected property owners and to preserve the intent of this Chapter. In considering any variance, the applicant and the Zoning Board of Appeals must bear in mind that, unless great caution is used and variances are granted only in proper cases, the whole fabric of City-wide zoning will be worn through in spots and raveled at the edges until its purpose in protect the property values and securing the orderly development of the community is completely thwarted. For this reason, variances should be granted only sparingly and with great caution since the tend to impair sound zoning. (Ord. 1110 §1, 2010)

Sec. 20-3-160. Plat correction; amendment.

(a) Purpose. The purpose of the subdivision plat correction and amendment process is to provide an abbreviated submittal and review process for minor amendments or corrections to previously approved plats when such corrections or amendments will create minimal impacts on the subject property and adjoining properties and when full compliance with the major or minor subdivision requirements would cause undue hardship to the applicant.

(b) Vacations. Applications to vacate a dedicated public right-of-way are governed by this Section only if such application otherwise satisfies one or more of the criteria set forth in Subsection (c) below. In addition to any applicable requirement of this Article, all right-of-way vacation applications are governed by

and must meet the requirements of Section 43-2-301, et seq., C.R.S., including approval by the City Council by Ordinance.

(c) Applicability. The Director shall determine whether an application falls within the scope of this Section pursuant to this Subsection (c) and consistent with the stated purpose set forth in Subsection (a) above. This Section shall apply to applications to:

(1) Correct a minor survey or drafting error on a plat, discovered after final approval of the plat, if the corrected plat meets all of the original applicable standards and criteria of this Article.

(2) Amend a plat for the purpose of minor lot line boundary adjustments involving no more than two (2) contiguous lots, parcels or tracts, provided that no new nonconforming lots, parcels or tracts are created.

(3) Amend a plat for the purpose of consolidating lots when the consolidated lots are under the same ownership.

(4) Amend a plat to otherwise resubdivide or replat when the effects of such amendment are so minor as to create minimal land use impact and render the major and minor subdivision processes unnecessary.

(d) Submittal Requirements.

(1) The applicant shall file a sufficient number of copies, as determined by the Director, of the plat amendment or plat correction application, the application fee set forth in the Fee Schedule located in Appendix 20-C, and any additional information requested by the Director.

(2) The Director may waive any of the submittal requirements upon a determination that such information would not materially aid the City in its consideration of the application. Unless otherwise waived, the application shall include the following information:

a. An amended plat, drawn to scale and suitable for recording, with dimensions of twenty-four (24) by thirty-six (36) inches, signed by a registered Colorado land surveyor, clearly illustrating the final configuration of the proposed amended or corrected plat.

b. A plat which clearly illustrates the proposed amendment or correction in relation to the original configuration of the plat.

c. A written statement providing details of the proposed amendment or correction and the reasons why the same are necessary.

d. An original tax certificate for all lots, parcels and tracts involved from the County Treasurer, showing that no taxes are currently due or delinquent against the property.

e. An original title report dated no more than three (3) months prior to submission of the application from a licensed Colorado title company, showing the names of all surface owners and lien holders and all existing easements.

f. Any additional reports, data or information reasonably determined by the Director to be helpful to the City in determining whether the corrected or amended plat will meet all applicable requirements of this Chapter.

(e) Process. The application shall be reviewed in accordance with the Review Process Chart at Section 20-3-3 and the Notice Chart at Section 20-3-40. The decision of the Director shall be the final decision of the City. (Ord. 1110 §1, 2010)

ARTICLE 4

Zoning Districts

Sec. 20-4-10. Establishment and intent.

In order to carry out the purpose of this Chapter, the City is hereby divided into the following zoning districts:

UA	Urban Agricultural
ER-1	Estate Residential
R-1	Low Density Residential
R-2	Medium Density Residential
R-3	High Density Residential
R-4	Mobile Home Residential
T	Transitional
B-1	Mixed Use Business
B-2	General Business
BP	Business Park
I	Industrial
PUD	Planned Unit Development

(1) The purpose of the UA Urban Agricultural District is to identify and zone land which may be suitable for accommodating an existing agricultural use, or to preserve areas which perform important natural functions. The allowed uses in the UA District are those uses where few people are exposed to the natural function of the land and interference with the natural functions is minimized.

(2) The purpose of the ER-1 Estate Residential District is to provide a residential environment that retains a rural atmosphere because of large lots, generous setbacks and the allowance of certain agricultural uses. Suitable areas for inclusion in this district are generally located between agricultural land and urban areas.

(3) The purpose of the R-1, Low Density Residential District is to identify and zone land for predominantly single-family use.

(4) The purpose of the R-2, Medium Density Residential District is to provide a district which will allow a combination of single-family uses and two-family uses. The lot size should permit the utilization of single-family "patio homes."

(5) The purpose of the R-3, High Density Residential District is to provide a zoning district within which both townhouses and apartments can utilize areas of the City for higher density uses.

(6) The purpose of the R-4, Mobile Home Residential District is to provide spaces for mobile homes in an overall planned environment specifically tailored to the requirements of the mobile homes and their residents, in compliance with Chapter 5, Article 7 of this Code.

(7) The purpose of the T Transitional District is to provide a zoning district for compatible residential and commercial uses that are located between existing residential neighborhoods and business districts.

(8) The purpose of the B-1 Mixed Use Business District is to provide a zoning district for those commercial and residential uses that complement one another in such a way as to provide a pleasant living experience in a predominantly downtown business environment.

(9) The purpose of the B-2 General Business District is to provide a zoning district for the location of commercial uses typically oriented along major thoroughfares.

(10) The purpose of the BP Business Park District is to provide a zoning district for a mix of office, research, light industry and business support uses where regional access is available.

(11) The purpose of the I Industrial District is to provide a zoning district for industrial and manufacturing operations.

(12) The Purpose of a PUD Planned Unit Development is to provide an alternative to conventional zoning districts that encourages:

a. A development pattern which preserves and utilizes natural topographic and geologic features, scenic vistas, vegetation and wildlife habitat, and avoids the disruption of natural drainage patterns.

b. A greater diversity of living environments by allowing a variety of housing types and residential densities, and mixture of uses.

c. More efficient use of land than may be achieved through conventional zoning and subdivisions, and savings of construction and maintenance costs through shorter utility lines and streets.

d. More useful and more convenient location of open space and recreational areas for residents, and, if permitted as part of the project, more convenient location of accessory commercial and industrial uses.

e. Development complexes which are harmonious, interrelated combinations of compatible uses.

f. Socially desirable objectives to meet community needs for various types of land, housing, commercial, recreational and agricultural uses not otherwise feasible under conventional zoning. (Ord. 1110 §1, 2010)

Sec. 20-4-20. Official Zoning Map.

(a) Official Zoning Map. The City Council hereby adopts the Official Zoning Map, a true and correct copy of which shall be maintained on file in the office of the City Clerk.

(b) Interpretation of boundaries.

(1) In determining the boundaries of zoning districts shown on the Official Zoning Map, the following rules of interpretation shall apply:

a. Unless otherwise indicated, the zoning boundaries are City limits, the centerlines of streets, roads, highways, alleys, platted lot lines, watercourses, section lines and channelized waterways, or such lines extended.

b. In unsubdivided property, zoning boundaries shall be determined by use of the scale on the Official Zoning Map. A legal description acceptable to the Director shall be made available in the event of controversy arising concerning zoning district boundaries.

(2) The Director shall have the authority to review, interpret and determine any boundary disputes pursuant to this Section. (Ord. 1110 §1, 2010)

Sec. 20-4-30. Permitted uses.

A permitted use is a use allowed by right in a zone district; a permitted use is not required to demonstrate need for its location. Such use therefore does not require approval to locate in a zone district in which it is permitted, although all new or expanded permitted uses (with the exception of one- and two-family residences) must obtain site plan approval pursuant to Section 20-3-100. In general, permitted uses are subject to the same conditions as all other permitted uses. However, certain conditions may be imposed on permitted uses listed in Article 5, Supplementary Use Regulations. (Ord. 1110 §1, 2010)

Sec. 20-4-40. Special uses.

(a) A special use is a use allowed in a zone district only by special use permit, approved by the City Council. A special use is a use which the City Council finds is essentially desirable to the community but the indiscriminate allowance of which within a district could cause traffic congestion, noise and general deleterious effects on the values, safety or health of the community. Therefore, the City Council considers each special use on an individual basis with emphasis on the conditions of the specific site and its environs, and adequate and sufficient safeguards to lessen the impact of the use.

(b) An application for a special use permit shall be subject to those requirements designated by the Process Chart set forth in Section 20-3-30 and the Notice Chart set forth in Section 20-3-40, as well as the review procedure set forth at Section 20-3-110. The application shall be subject to those fees designated by the Fee Schedule set forth in Appendix 20-C. (Ord. 1110 §1, 2010)

Sec. 20-4-50. Temporary uses.

(a) The following temporary uses of land are permitted in any zoning district (unless restricted to particular zoning districts herein), subject to the specific regulations and time limits which follow, and to the other applicable regulations of the district in which the use is permitted:

(1) A temporary building or yard for construction materials and equipment, both incidental and necessary to construction in any zoning district, for a period not to exceed twelve (12) months.

(2) A model home or model apartment, both incidental and necessary for the sale, rental or lease of real property in any zoning district, for a period not to exceed twelve (12) months.

(3) A mobile home located as a field office for any construction project in any zoning district, for a period not to exceed twelve (12) months.

(4) Christmas tree sales shall be allowed in all zoning districts, except in residential districts on lots of one (1) acre or less, for a period not to exceed sixty (60) days. Display of Christmas trees need not comply with the setback requirements of this Chapter, provided that no tree shall be displayed within thirty (30) feet of the intersection of the right-of-way line of any two (2) streets.

(5) Sale of seasonal fruits and vegetables from roadside stands in an UA, B-1, B-2 or RE zoning district, for a period not to exceed one hundred twenty (120) days.

(6) Sale of fireworks from roadside stands in any nonresidential zoning district, for a period not to exceed thirty (30) consecutive days prior to July 4 of each year, and provided that any permits required by law are obtained.

(7) Auctions, flea markets, carnivals, circuses, bazaars and other amusement activities in a B-1 or B-2 zoning district, for a period not to exceed ten (10) days no more than twice in any calendar year, and provided that any permits required by law are obtained.

(8) A parking lot designated for a special event in a B-1 or B-2 zoning district, for a period not to exceed ten (10) days.

(9) Offsite sales and "tent sales" in a B-1 or B-2 zoning district, for a period not to exceed seventy-two (72) hours.

(10) Garage sales are allowed without a temporary use permit in any residential district, provided that there are not more than two (2) such sales annually of more than two (2) days' duration each on the premises. Prior to conducting a garage sale, a garage sale permit shall be obtained from the Police Department.

(11) Other temporary structures and uses no more than one hundred and eighty (180) days.

(b) An extension of time for a temporary use may be approved by the Director.

(c) Upon the cessation of a temporary use or the end of the season for which the use was established, all structures, buildings or debris associated with said temporary use shall be removed from the site. (Ord. 1110 §1, 2010)

Sec. 20-4-60. Accessory structures and uses.

(a) Accessory structures shall comply with the following limitations:

(1) If a garage is located closer than ten (10) feet to the main building, the garage shall be regarded as a part of the main building for the purposes of determining side and rear yards.

(2) Accessory structures shall not be located in the front yard of a principal structure.

(3) Accessory structures may be built in a required rear yard, but such accessory building shall not occupy more than thirty percent (30%) of the area of a required rear yard and shall not be nearer than two (2) feet to any side or rear lot line; except that, when a garage is entered from an alley at right angles, it shall not be located closer than ten (10) feet to the alley line. Accessory structures on corner lots shall be set back from each street a distance not less than that required for the principal structure.

(4) No accessory structure shall be built upon a lot until the construction of the main building has actually been commenced.

(b) Accessory structures, such as public utility installations, mail boxes, name plates, lamp posts, bird baths and structures of a like nature, are permitted in any required front, side or rear yard without the issuance of any permit.

(c) No accessory structure shall be used for dwelling proposes.

(d) Accessory uses shall comply with all requirements for the principal use, except where specifically modified by this Section, and shall also comply with the following limitations:

(1) An accessory use shall be clearly incidental, customary to and commonly associated with the operation of the permitted use.

(2) An accessory use shall be operated and maintained under the same ownership as the permitted use.

(3) An accessory use shall include only those structures or structural features consistent with the permitted use, subject to additional provisions for individual accessory uses specified within this Section.

(e) The renting of rooms may be permitted in all residential districts as an accessory use provided the total number of unrelated persons, including roomers, in any one (1) dwelling unit shall not exceed three (3) persons.

(f) A greenhouse may be maintained in a residential district as an accessory use only if there are no sales from the premises.

(g) A swimming pool may be permitted in any zoning district as an accessory use subject to the following additional requirements:

(1) No swimming pool shall be located in any required front or side yard abutting a street, and no closer than ten (10) feet from any dwelling or property line.

(2) The surface area of the pool structure, excluding decking, may not exceed ten percent (10%) of the area of the rear yard.

(3) Every swimming pool shall be equipped with a power safety pool cover, or be completely surrounded by a fence or wall not closer than six (6) feet to the edge of the pool structure (excluding decking) at any point and not less than forty-two (42) inches in height with no openings large enough to permit children to pass through, other than gates or doors that can be fastened to prevent entry. A principal or accessory building may be used as part of such required enclosure.

(4) All gates or doors through such enclosures must be equipped with self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use. (Ord. 1110 §1, 2010; Ord. 1116 §1, 2011)

Sec. 20-4-70. Nonconforming lots, uses and structures.

(a) Existing Nonconformance. Certain lots, uses of land and structures may be found to be in existence on the effective date of this Chapter which do not meet the requirements of this Chapter but which were either conforming or legally nonconforming uses or buildings under prior ordinances. It is the intent of this Section to allow the continuance of such nonconformities as legal nonconforming lots, uses or structures upon the terms and conditions set forth hereafter.

(b) Lots. Nonconforming lots on record as of _____, 201__, (the effective date of this Chapter) may be built upon if all other relevant district requirements are met and the approval of the Board of Adjustment is obtained. No lot shall be reduced in area or ownership of the land or any building thereon divided so that a nonconforming use or building is created.

(c) Uses.

(1) A nonconforming use may be extended throughout any part of a building which was legally constructed or designed for such activity prior to the enactment of this Chapter.

(2) Any structural alteration that would reduce the degree of nonconformance or change the use to a conforming use is allowed.

(3) Where a conforming building or facility devoted to a nonconforming use is damaged to the extent of seventy-five percent (75%) or less of the cost of repairing the entire structure or facility, it may be repaired; provided, however that any such repair is commenced within twelve (12) months and is completed within eighteen (18) months from the date of partial destruction. Failure to commence or complete repair within the time frames required by this Paragraph shall constitute a forfeiture of the right to use or occupy the structure as a nonconforming use.

(4) The provisions of Paragraph (c)(3) shall not apply to nonconforming residential uses in the B-1, B-2 and Industrial zoning districts. Such uses may be repaired irrespective of the extent of damage if such repair is commenced within twelve (12) months and is completed within eighteen (18) months from the date of damage.

(5) Whenever a nonconforming use has been discontinued for a period of six (6) consecutive months or more, it shall not thereafter be reestablished, and any future use shall be in conformance with the provisions of this Chapter.

(6) No nonconforming use of a building or lot may be changed to another nonconforming use. A nonconforming use of a building or lot may be changed to a conforming use.

(7) Nothing herein shall require any change in plans, construction or designated use of a building or structure for which approval of the City Council has been obtained prior to _____, 201__ (the effective date of this Chapter), and construction of which shall have commenced within three (3) months following the date of such approval and completed within twelve (12) months of the date of such approval. Failure to commence or complete construction within the time frames required by this Paragraph shall constitute a forfeiture of the right to construct such building or structure, or designate its use, as legally nonconforming.

(d) Structures.

(1) A nonconforming building to be extended or enlarged shall conform with the provisions of this Chapter.

(2) A nonconforming building may be renovated or remodeled, provided that no exterior dimensions are altered.

(3) Subject to the repair provisions of Paragraph (4) below, maintenance repairs that are needed to maintain the good condition of a building shall be allowed; provided, however that if a building has been officially condemned, it may not be restored.

(4) If a nonconforming building is damaged such that the cost of repair exceeds seventy-five percent (75%) of the cost of replacing the entire structure, it shall be restored only in compliance with the requirements of this Chapter. Where the cost of repair is seventy-five percent (75%) or less of the cost of replacing the entire structure, it may be repaired to its former nonconforming state; provided, however, that any such repair is commenced within twelve (12) months and is completed within eighteen (18) months from the date of damage. Failure to commence or complete such repair or restoration within the time frames required by this Paragraph shall constitute a forfeiture of the structure's legally nonconforming status.

(5) Nothing herein shall require any change in plans or construction of a building or structure for which approval of the City Council has been obtained prior to _____, 201__ (the effective date of this Chapter), and construction of which shall have commenced within three (3) months following the date of such approval and completed within twelve (12) months of the date of such approval. Failure to commence or complete construction within the time frames required by this Paragraph shall constitute a forfeiture of the right to construct such building or structure as legally nonconforming. (Ord. 1110 §1, 2010)

Sec. 20-4-80. Determination of land uses not listed.

The Director shall have the authority to determine whether a particular use falls within the use categories provided by the District Use Table set forth in Section 20-4-90. Any use that does not fall within any of the use categories provided by the table is neither permitted by right nor by approval as a special use. Any person aggrieved by a decision of the Director pursuant to this Section may appeal that decision to the Board of Adjustment in accordance with Section 20-3-140. (Ord. 1110 §1, 2010)

Sec. 20-4-90. District Use Table (permitted and special uses).

Table 4-1 lists all permitted and special uses by zoning district. Temporary uses and accessory uses are listed in Section 20-4-50 and 20-4-60, respectively.

**TABLE 4-1
Zoning District Uses**

	<i>P = PERMITTED USES = SPECIAL USE</i>										
	<i>UA</i>	<i>ER-1</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>	<i>T</i>	<i>B-1</i>	<i>B-2</i>	<i>BP</i>	<i>I</i>
AGRICULTURAL USE											
Agricultural Equipment, Sales and Service								S	P		P
Corral or Commercial Stable	P	S									
Farming, Ranching and Crop Production	P										
Grain Drying and Feed Manufacturing	S										S
Noncommercial Domestic Livestock	P	P									
Nurseries and Greenhouses	P								S		P
Slaughtering, Butchering or Rendering Plant											S
EDUCATIONAL USES											
Child Care Center		S	S	S	S	S	S	S	P	S	
School, Private (K-12)	S	S	S	S	P	P	P	P	P		
School, Public (K-12)	S	S	P	P	P	P	P	P	P		
Vocational Schools and Colleges	S				S		S	S	P		S
ENTERTAINMENT USES											
Adult Business											S
Bar or Club								P	P		
Bowling Alley or Indoor Commercial Recreation								P	P		
Golf Course	S	S	S								
Movie Theater								P	P		
Shooting Range or Outdoor Commercial Recreation	P										
Theater; Drive-in	P								P		
INDUSTRIAL USES											
Manufacturing Operations (w/no unusual/objectionable dust, smoke, fumes, gas, noxious odor or noise disseminated beyond lot line)									P	S	P
Mini-Storage Warehouse									S		P

Truck Wash											S
Warehouse (w/no chemical, explosive, flammable or hazardous materials)									S	P	P
INSTITUTIONAL USES											
Churches	P	S	P	P	P	P	P	P	P	S	S
Columbaria		S	S		S						
Fire Stations	P	S	P	P	P	P	P	P	P	S	P
Hospitals	S		S	S	P		P	P	P		
Nonprofit Clubs or Lodges	P						P	P	P		P
Public Buildings (w/no repair or storage facilities)	P	P	P	P	P	P	P	P	P	P	P
Public Park, Playgrounds and Recreational Areas	P	P	P	P	P	P	P	P	P	P	P
RESIDENTIAL USES											
Boarding and Rooming Houses					P		P	P			
Family Child Care Homes, Small	P	P	S	P	P		P	P			
Family Child Care Homes, Large	S	S		S	S		S	S			
Group Homes, Large					S			S			
Group Homes, Small	P	P	P	P	S		P	P	S		
Home Businesses		S	S	S	S	S	S	S			
Home Occupations		P	P	P	P	P	P	P			
Mobile Home Parks						P					
Multiple-Family Dwellings					P		P	P	S		
Nursing Homes and Assisted Living Facilities					P		P	P	S		
Single-Family Dwellings	P	P	P	P	S		P	P	S		
Two-Family Dwellings				P	S		P	P	S		
RETAIL USES											
Pawn Shop								S	S		
Retail Business < 10,000 s.f.							P	P	P	S	
Retail Business 10,000 s.f.—25,000 s.f.							S	S	P		
Retail Business > 25,000 s.f.									S		
SERVICES											
Animal Clinic	P							S	P		
Drive-in or Drive-Through Services								S	P		
Medical and Dental Clinics							P	P	P		P
Professional Offices							P	P	P	P	P

Restaurant							S	P	P	S	
Service Business < 10,000 s.f.							P	P	P	S	
Service Business 10,000 s.f.—25,000 s.f.							S	S	P		
Service Business > 25,000 s.f.									S		
TRANSPORTATION USES											
Rail Yard											P
UTILITIES											
Power Plant											S
Public Utility Mains and Distribution Lines; Substations and Exchanges	P	P	P	P	P	P	P	P	P	P	P
Telecommunication Facilities (including cellular towers)	S	S	S	S	S	S	S	S	S	S	S
Water Treatment or Sanitary Sewer Facility	P	P	P	P	P	P	P	P	P	P	P

(Ord. 1110 §1, 2010)

ARTICLE 5

Supplementary Use Regulations

Sec. 20-5-10. Home occupations and home businesses.

(a) Home occupations may be permitted in all residential districts and the B-1 Mixed Use District as a permitted use, subject to the following additional requirements:

- (1) A home occupation shall be conducted entirely within the dwelling located on the same lot in which the operator resides as their legal and primary place of residence.
- (2) A home occupation shall not alter the interior or exterior residential character of the dwelling unit. Structural additions, enlargements, or alterations changing the residential appearance to be a business appearance shall not be permitted.
- (3) A home occupation shall not occupy more than a cumulative total of twenty-five percent (25%) of the total finished first floor area of any dwelling unit in which the home occupation is located.
- (4) A home occupation shall not employ anyone on site other than the operator or a member of the operator's immediate family residing on the premises.
- (5) A home occupation shall not generate noise, vibration, glare, fumes or odors, use any mechanical equipment that interferes with local radio communications and television reception, or cause fluctuation in line voltage off the premises.

(6) A home occupation shall not store or sell any commodity other than those prepared, produced or created on the premises by the operator of the home occupation.

(7) A home occupation shall not include any outdoor storage of goods, products, equipment or other materials associated with the business activity.

(8) A home occupation shall not generate vehicular traffic in excess of that typically generated by residential dwellings.

(9) No addition of parking spaces to accommodate the home occupation or parking of commercial vehicles shall be permitted.

(10) No part of a minimum required yard shall be used for off-street parking or loading facilities, and no additional driveway to serve a home occupation shall be permitted.

(11) Notwithstanding any limitation above, a small family child care home, as defined in Article 10 of this Chapter, is expressly exempt from these home occupation provisions.

(12) The following uses shall be specifically prohibited as a home occupation: motor vehicle repair or service, machine shop, welding shop, escort service, furniture refinishing or upholstery, sign making and special trade contractors who are engaged in metal working or cabinetmaking.

(13) A home occupation shall be subject to the sign requirements of the specific zoning district in which the home occupation is located, per Section 20-9-60.

(b) Home businesses may be permitted in all residential districts and the B-1 Mixed Use District as a special use, subject to the following additional requirements:

(1) A home business shall be conducted entirely within the dwelling or accessory structure located on the same lot in which the operator resides as his or her legal and primary place of residence.

(2) A home business shall not alter the interior or exterior residential character of the dwelling unit. Structural additions, enlargements or alterations changing the residential appearance to be a business appearance shall not be permitted.

(3) A home business shall not occupy more than a cumulative total of fifty percent (50%) of the total finished floor area of any dwelling unit in which the home business is located.

(4) A home business may be permitted up to two (2) additional employees on site other than the operator or a member of the operator's immediate family residing on the premises.

(5) A home business shall not generate noise, vibration, glare, fumes or odors, use any mechanical equipment that interferes with local radio communications and television reception, or cause fluctuation in line voltage off the premises.

(6) A home business shall not include any outdoor storage of goods, products, equipment or other materials associated with the business activity.

(7) A home business may be permitted one (1) additional off-street parking space to accommodate the home business or parking of commercial vehicles on the site.

(8) A home business shall be subject to the sign requirements of the specific zoning district in which the home business is located, per Section 20-9-60. (Ord. 1110 §1, 2010)

Sec. 20-5-20. Telecommunication facilities.

Telecommunication facilities are regulated by special use review in all districts, with the following exception: A telecommunications facility that utilizes an existing structure or building and meets the height requirements of the district in which the facility is located is a by-right use and is exempt from the special use review process; provided, however, that the following conditions are met:

(1) Unless all attendant accessory equipment is placed in an underground vault, equipment must meet the zoning setback requirements of the zoning district in which it is located and must be generally screened from view of adjoining properties or located within an existing building or structure.

(2) Any applicant seeking to construct or modify a telecommunications facility must go through the site plan review process as part of the permitting process. (Ord. 1110 §1, 2010; Ord. 1132 §1, 2012)

Sec. 20-5-30. Above ground bulk storage.

Above ground bulk storage is regulated by Chapter 21, Article 7 of this Code. (Ord. 1110 §1, 2010)

Sec. 20-5-40. Mobile homes and travel trailers.

Mobile homes and travel trailers are regulated by Chapter 5, Article 7 of this Code. (Ord. 1110 §1, 2010)

Sec. 20-5-50. Cemeteries.

Cemeteries are regulated by Chapter 11, Article 7 of this Code. (Ord. 1110 §1, 2010)

Sec. 20-5-60. Animals and fowl.

Animals and fowl are regulated by Chapter 7 of this Code. (Ord. 1110 §1, 2010)

Sec. 20-5-70. Adult businesses.

Adult businesses are regulated by Chapter 5, Article 2 of this Code. (Ord. 1110 §1, 2010)

Sec. 20-5-80. Dedication of nontributary groundwater.

Pursuant to Section 37-90-137(8), C.R.S., the City Council hereby incorporates into its municipal service plan all ground water from the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the corporate boundaries of the City. Consent from the overlying landowners for such incorporation is hereby deemed given pursuant to said statute with respect to the area covered by all major and minor subdivision and annexation applications approved on and after the effective date of this Chapter, _____, 20____. (Ord. 1110 §1, 2010)

Sec. 20-5-90. Medical marijuana.

The use of property as a medical marijuana center, optional premises cultivation operation or a facility for which medical marijuana infused products manufacturers' license could otherwise be obtained within the City are all uses prohibited in any zoning district. Notwithstanding Section 20-4-80 concerning the determination of uses not listed, the Director shall have no authority to approve any use involving the manufacture, cultivation, sale or distribution of any marijuana-based product. (Ord. 1110 §1, 2010)

ARTICLE 6

Zoning District Standards

Sec. 20-6-10. Lots.

(a) Where an individual lot was held in separate ownership from adjoining properties or was platted and recorded on or before April 16, 1957, and has less area than required in other sections of this Chapter, such lot may be occupied according to the permitted uses provided for the district in which such lots is located.

(b) No part of an area required for a lot for the purpose of complying with the provisions of this Chapter shall be included as an area required for another building.

(c) On all lots, any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from nearby residential properties and away from the vision of passing motorists.

(d) Any dwelling or accessory building located on an interior lot which fronts or abuts a street or avenue along the short dimension of a block shall have the following special yard requirements:

(1) Minimum front yard – Fifteen (15) feet from the front lot line and not less than twenty-five (25) feet from the curb line.

(2) Minimum side yard – Ten (10) feet from the nearest dwelling.

(3) Minimum rear yard – Ten (10) feet from the nearest dwelling.

(e) Any dwelling or accessory building located on a reversed corner lot which fronts or abuts a street or avenue along the short dimension of a block shall have the following special yard requirements:

(1) Minimum front yard – Fifteen (15) feet from the front lot line and not less than twenty-five (25) feet from the curb line. The front lot line shall be considered to be that lot line which abuts the street or avenue along the short dimension of the block, regardless of the dimension of the lot.

(2) Minimum side yard – The exterior side yard, or that side yard abutting the street or avenue along the long dimensions of the block, shall be not less than the required front yard for principal buildings and accessory buildings along such street or avenue. The other, or interior, side yard shall be five (5) feet from the side lot line or ten (10) feet from the nearest dwelling or twenty (20) feet from the nearest line of an alleyway, whichever is most. The side lot line shall be considered to be that lot line abutting the street

or avenue along the long dimensions of the block and the other lot line most nearly parallel to it, regardless of the dimensions of the lot.

(3) Minimum rear yard – Ten (10) feet from the nearest dwelling. (Ord. 1110 §1, 2010)

Sec. 20-6-20. Yards.

(a) No part of a yard required for any building for the purpose of complying with the provisions of this Chapter shall be included as a yard for another building, and all yards shall be open and unobstructed except as otherwise provided herein.

(b) For yard requirements for multiple-family dwellings or business structures constructed immediately adjacent to one another sharing one (1) or more common walls, applicable yard requirements shall be applied to front, side and rear of the overall structural complex, and the total building made up by the individual units shall be held to the yard requirements specified for the applicable zone, the same as any other dwelling or business structure.

(c) Cornices, canopies, eaves or similar architectural features and bricked or fire-protected chimneys may extend into a required yard not more than two (2) feet.

(d) Open, unenclosed, uncovered stoops and terraces at foundation level may extend into a required yard, front or rear, not more than six (6) feet.

(e) Porches or stoops or terraces with roofs, with or without side enclosures of screen, glass, etc., shall not extend into any required yard.

(f) Fire stairs or fire escapes may extend into a required yard not more than five (5) feet.

(g) Where lots comprising fifty percent (50%) or more of the frontage on one (1) side of a street between intersection streets have been improved with buildings, the average front yard of such buildings shall be the minimum front yard required for all new construction in such block.

(h) Minimum Side Yard – Corner Lots.

(1) The side yard along the street side of a reversed corner lot shall be not less than the required front yard for principal buildings and accessory buildings along such side street.

(2) For all other corner lots – Fifteen (15) feet.

(i) Permitted accessory buildings may be located in the required rear yard for a principal building, so long as the accessory building meets all applicable requirements of the building and fire codes. (Ord. 1110 §1, 2010; Ord. 1116, §1, 2011)

Sec. 20-6-30. Height.

(a) Building height standards for principal and accessory structures in all zoning districts are specified on Table 6-1, District Standards.

(b) The following items shall be exempt from the building height limitations contained in individual zoning districts:

(1) Chimneys, church spires, flag poles and similar structural appendages not intended as places of occupancy or storage, provided that no more than one-third ($\frac{1}{3}$) of the total roof area is occupied by such features.

(2) Any guy wire anchors associated with freestanding telecommunication structures shall be located in compliance with all setback provisions of the zoning district in which they are located.

(3) Freestanding flag poles and other similar structures, provided that such structures, and any guy wire anchors associated with such structures, shall be located in compliance with all setback provisions of the zoning district in which they are located.

(4) Heating, ventilation and air conditioning equipment; roof water tanks; elevator shafts; solar collectors; skylights; and similar equipment to operate and maintain the building, provided that such equipment shall be set back from the edge of the roof a minimum distance of one (1) foot for each floor ten (10) feet in elevation that such equipment, fixtures or devices extend above the roof surface. (Ord. 1110 §1, 2010)

Sec. 20-6-40. Floor area.

Minimum floor area standards for the ground floor level of principal structures in all zoning districts are specified on Table 6-1, District Standards. (Ord. 1110 §1, 2010)

Sec. 20-6-50. Zoning District Standards Table.

**Table 6-1
District Standards**

<i>Zoning District</i>	<i>UA</i>	<i>ER-1</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>	<i>T</i>	<i>B-1</i>	<i>B-2</i>	<i>BP</i>	<i>I</i>
Minimum Lot Area	5 ac.	3 ac.	7,000 s.f.	5,000 s.f.	5,000 s.f.	4,000 s.f.	5,000 s.f.	—	—	0.5 ac.	1 ac.
Minimum Lot Width	150'	100'	70'	50'	50'	40'	50'	—	—	—	—
Minimum Floor Area	1,000 s.f.	1,500 s.f.	900 s.f.	700 s.f.	400 s.f.	—	—	—	—	—	—
Maximum Structure Height	40'	35'	35'	35'	40'	35'	35'	60'	40'	50'	75'
Minimum Front Yard Setback	50'	30'	25'	25'	20'	*	25'	**	25'	25'	25'
Minimum Side Yard Setback											
Principal Structure	25'	20'	5'	5'	5'	*	5'	—	5'	15'	15'
Accessory Structure	20'	20'	5'	5'	5'	*	—	—	—	—	—
Minimum Rear Yard Setback											

Principal Structure	25'	20'	25'	25'	20'	*	10'	10'	10'	15'	10'
Accessory Structure	20'	20'	3'	'3	'3	*	10'	—	—	—	—

- * (1) Mobile homes shall set back a minimum of 20 feet from the property line of the mobile home park abutting upon a public thoroughfare, street, road or highway, and at least 15 feet from other park boundary lines.
- (2) The front setback of mobile homes, exclusive of towing hitch, shall be a minimum of 15 feet from the curb on corner lots fronting upon interior streets or drives. Upon lots other than corner lots, the front setback, exclusive of towing hitch, shall be a minimum of 10 feet from the curb on such interior streets or drives.
- (3) Side and rear spacing of mobile homes shall provide for a minimum distance of 20 feet between units and additions to such units that are enclosed on 3 or more sides. Unenclosed decks and carports that are open on at least 2 sides shall maintain a minimum of 10 feet of separation between the deck or carport and any neighboring unit.
- (4) There shall be a minimum of 18 feet setback from any service or mobile home park permanent building.

** The minimum front yard setback in the B-1 zoning district shall be the average of the adjoining lots.

(Ord. 1110 §1, 2010)

Sec. 20-6-60. Planned Unit Development standards.

Development and improvement must be fully planned in written detail and approved by the City Council prior to any development of lands or properties carrying this zoning district designation. Thereafter, no development or use of land within said district shall take place except in strict compliance with such written plan.

(1) A Planned Unit Development (PUD) may be proposed on any size lot or parcel of land, subject to the procedures in this Chapter.

(2) The PUD shall be designed in such a manner that wherever possible it protects the environmental assets of the area, including considerations of elements such as plants and wildlife, streams and storm drainage courses and scenic vistas.

(3) The PUD shall take into account characteristics of soils, slopes and potential geological hazards, in a manner intended to protect the health, safety and welfare of potential users of the PUD.

(4) A minimum of twenty-five percent (25%) of the total PUD area shall be devoted to open air recreation or other useable open space (public or quasi-public).

(5) Planned open spaces within the PUD, including those spaces being used as public or private recreation sites, shall be protected by adequate covenants running with the land or by conveyances or dedications.

(6) The PUD shall include adequate, safe and convenient arrangements for pedestrian circulation, roadways, driveways, off-street parking and loading spaces.

(7) The PUD shall have an adequate internal street circulation system. Private roads may be permitted if they meet City design and construction standards.

(8) The PUD shall have an adequate drainage system designed by a professional engineer registered in Colorado.

(9) Off-street parking spaces shall be provided based upon the following considerations:

- a. The parking needs of all proposed uses within the PUD;
- b. Trade-off, or alternating use of parking areas, by uses occurring during different hours, seasons or days; and
- c. Landscaping and screening treatments.

(10) There shall be no minimum lot width, setbacks or lot area requirements in a PUD. Setbacks and lot widths shall be established that provide adequate access and fire protection and shall insure proper ventilation, light, air and snow melt between buildings based on the nature of the proposed land uses.

(11) The maximum height of buildings shall be in relation to the following characteristics of the proposed building:

- a. Its geographical location;
- b. The probable effect on surrounding slopes;
- c. Adverse visual effects to adjacent sites;
- d. Potential problems for adjacent sites caused by shadows, loss of air circulation or closing of view;
- e. Influence on the general vicinity, with regard to extreme contrast, vistas and open space; uses within the proposed building; and fire prevention measures.

(12) The PUD's relationship to its surroundings shall be considered in order to avoid adverse effects to the development caused by traffic circulation, building height or bulk, lack of screening or intrusions on privacy. (Ord. 1110 §1, 2010)

Sec. 20-6-70. Parking, loading and stacking.

(a) Off-street parking, loading and stacking facilities shall be provided and maintained for all buildings, structures or premises used in whole or in part for purposes permitted by this Chapter.

(b) No use lawfully established prior to the effective date of this Chapter shall be required to provide and maintain the parking, loading and stacking requirements herein; provided, however, that off-street parking, loading and stacking spaces required by any Chapter previously adopted shall be continued and maintained.

(c) Off-street parking, loading and stacking facilities in existence prior to the effective date of this Chapter shall not hereafter be reduced below, or if already less than, shall not be further reduced below the requirements for a similar new use under the provisions of this Chapter.

(d) Whenever the existing use of a building, structure or premises shall be changed or converted to a new use permitted by this Chapter, parking, loading and stacking facilities shall be provided as required for such new use.

(e) For any nonconforming use which is hereafter damaged or partially destroyed, as set forth in Section 20-4-70, and which is lawfully reconstructed, re-established or repaired, off-street parking, loading and stacking facilities equivalent to those maintained at the time of such damage or partial destruction shall be restored and continued in operation; provided, however, that in no case shall it be necessary to restore or maintain parking, loading and stacking facilities in excess of those required by this Article for equivalent new uses.

(f) When the intensity of use of any building, structure or premises shall be increased through the addition of dwelling units, floor area, beds, seating capacity or other unit of measurement, parking, loading and stacking facilities as required herein shall be provided for such increase in intensity of use.

(g) Access of a minimum width of ten (10) feet shall be provided to all off-street parking, loading and stacking areas.

(h) Off-street parking spaces shall be provided on the same lot as the use served, except as otherwise provided in this Article, and may be situated in one (1) or more individual areas. Parking areas shall be located within three hundred (300) feet of the main entry of the use they serve.

(i) All parking areas shall provide a surface consisting of brick pavers, concrete, asphalt, crushed asphalt or crushed rock not more than three-quarters ($\frac{3}{4}$) inch in diameter and a minimum of three (3) inches in depth bordered by a driveway or sidewalk or other provision for containment of such crushed asphalt or crushed rock, properly drained and maintained in a dust-free and weed-free condition.

(j) Required off-street parking for residential dwellings shall not be located in the front or side yards of the residence, except for the driveway or unless a variance for additional surfaced parking in the front or side yard has been granted by the Board of Adjustment. Driveways may be counted toward the required off-street parking space for single-family dwellings, as long as the space is the full length of eighteen (18) feet.

(k) Required off-street parking shall be waived for uses in a B-1 zoning district in a block the total land surface of which is more than fifty percent (50%) covered by principal buildings.

(l) Off-street parking facilities may be provided jointly for separate uses, as determined by the Director based upon requirements for multiple uses, expected demand generated by the proposed uses, times of operations of the proposed uses, and other information from appropriate traffic engineering and planning criteria.

(m) Off-street parking facilities required herein shall be utilized solely for the parking of passenger automobiles or trucks of not more than one-and-one-half-ton capacity, by patrons, occupants or employees of specified uses. Parking facilities shall not be used for the repair, dismantling or wrecking of any vehicle, equipment or material; provided that the parking of a school bus or other municipally owned vehicle on a lot as an accessory use may be permitted at any time in any case.

(n) Parking space design shall be in accordance with Table 6-2 below:

TABLE 6-2
Parking Space Design

<i>Parking Angle</i>	<i>Parking Space Width</i>	<i>Parking Space Length</i>	<i>Aisle</i>	<i>Single Loaded Module Width</i>	<i>Double Loaded Module Width</i>
Parallel	8.0	22.0	12.0/ 22.0*	20.0/30.0*	28.0/38.0*
0°—45°	8.5	18.0	12.0/ 22.0*	31.5/41.5*	51.0/ 61.0*
46°—60°	9.0	18.0	15.0/ 22.0*	35.25/ 42.25*	55.5/ 62.25*
61°—90°	9.0	18.0	18.0/ 24.0*	36.0/60.0*	51.25

Two-Way Traffic Authorized

* Note: Required parking for stall angles other than those contained in the above table may be interpolated from the table.

* Note: For purposes of measurement, drives with parking on one side only shall be considered as one-way drives.

(1) Off-street parking spaces for the physically handicapped shall be twelve (12) feet wide, unless the space is parallel to a pedestrian walk. The parallel-handicapped parking space shall be adjacent or close to an ADA-approved ramp. Other dimensions shall be the same as those for standard parking spaces. Handicapped spaces shall have unimpeded ramp access to a walk. Every handicapped parking stall shall be identified at the head of the parking space with a raised, standard identification sign, centered between three (3) feet and five (5) feet above the parking surface. The sign shall include the international symbol for accessibility and state "reserved," or contain similar wording. Refer to: <http://www.usdoj.gov/crt/ada> for more information on ADA requirements.

(2) The number of off-street parking spaces required for each use is set forth in Table 6-3. Where the use of the premises is not specifically mentioned, parking requirements shall be determined by the Director based upon requirements for similar uses, expected demand generated by the proposed use, temporal factors and other information from appropriate traffic engineering and planning criteria. The number of off-street parking spaces required for the physically handicapped shall be per current ADA requirements. Refer to: <http://www.usdoj.gov/crt/ada> for more information on ADA requirements.

TABLE 6-3
Off-Street Parking Requirements

<i>USE</i>	<i>MINIMUM REQUIRED PARKING SPACES</i>
EDUCATIONAL USES	
Child Care Center	1 space per 5 children
Elementary or Junior High School	1 space per 15 students
High School	1 space per 4 students
Technical School or College	1 space per 2 students
ENTERTAINMENT USES	
Bowling Alley or Indoor Commercial Recreation	1 space per 200 square feet of gross floor area

Golf Course	5 spaces per hole, plus 1 space per 2 employees
Movie Theater	1 space for every 5 seats
INDUSTRIAL USES	
Manufacturing Operation	1 space per 500 square feet of gross floor area
Warehouse	1 space per 1,000 square feet of gross floor area
INSTITUTIONAL USES	
Church or Religious Institution	.75 space per seat; use shared parking analysis for supplementary uses; i.e., child care center
Club or Lodge	1 space per 300 square feet of gross floor area
Hospital	1 space per 2 employees, plus 1 space per 3 beds, plus 1.5 spaces per 1 emergency room bed, plus 1 space per 5 average daily outpatient treatments
RESIDENTIAL USES	
Dwelling Unit: Multi-Family	1.5 spaces per dwelling unit, plus 1 space for visitors per 5 dwelling units
Dwelling Unit: Single-Family, Two-Family or Manufactured Home	2 spaces per dwelling unit
Hotel or Motel; Rooming or Boarding House	1 space per guest room; use shared parking analysis for supplementary uses; i.e., restaurant
Nursing Home or Assisted Living Facility	1 space per 2 beds
RETAIL USES	
Retail Business or Pawn Shop	One (1) space per three hundred (300) square feet of gross floor area
SERVICES	
Animal Clinic	1 space per 300 square feet of gross floor area
Bank or Financial Institution	1 space per 250 square feet of gross floor area
Medical or Dental Clinic	1 space per 200 square feet of gross floor area
Service Business	1 space per 300 square feet of gross floor area
Professional Office	1 space per 250 square feet of gross floor area
Restaurant	1 space per 100 square feet of gross floor area; use shared parking analysis for supplementary uses; i.e., bar

(o) Each required off-street loading space shall be of a size not less than that required for an off-street parking space but scaled larger to delivery vehicles expected to be used, logically and conveniently located for bulk pickups and deliveries, and accessible to such vehicles when required off-street parking spaces are filled; provided that, for industrial uses, the off-street area required for the off-street loading space shall be a twelve-foot-by-forty-five-foot loading space with a fourteen-foot height clearance; provided further that, if more than one (1) berth is provided, the minimum dimensions are held to be ten (10) feet by forty-five (45) feet with a fourteen-foot height clearance.

(p) The number of off-street loading spaces required for each use is set forth in Table 6-4. Where the use of the premises is not specifically mentioned, loading requirements shall be determined by the Director

based upon requirements for similar uses, expected demand generated by the proposed use, temporal factors and other information from appropriate traffic engineering and planning criteria.

**TABLE 6-4
Off-Street Loading Requirements**

<i>Uses</i>	<i>Square Feet of Gross Floor Area</i>	<i>Required Off-Street Loading Berths</i>
COMMERCIAL USES		
Retail or wholesale	10,000—25,000 25,000—50,000 50,000—100,000 For each additional 50,000 or major fraction thereof	1 2 3 1 additional
Mortuary	For each 5,000	1
Hospital (In addition to space for ambulance)	For 10,000—300,000 For each additional 300,000 or major fraction thereof	1 1 additional
Hotel	For each 10,000	1
Office	For each 10,000	1
INDUSTRIAL USES		
Manufacturing or warehousing	10,000—25,000 25,000—40,000 40,000—60,000 60,000—100,000 For each additional 50,000 or major fraction thereof	1 2 3 4 1 additional
INSTITUTIONAL USES		
School	For each 15,000	1

(q) The purpose of stacking space requirements is to promote public safety by alleviating on-site and off-site traffic congestion that might otherwise result from the operation of a drive-up or drive-through facility. For all applicable drive-up or drive-through uses, the following off-street stacking requirements shall apply:

- (1) At a minimum a stacking space shall be eight and one-half (8.5) feet wide and eighteen (18) feet long.
- (2) A stacking space at a drive-in or drive-through window, menu board, order station, designated drop-off zone or service bay is considered to be a stacking space.
- (3) An area reserved for stacking spaces may not double as a circulation driveway, maneuvering area or off-street parking space.

(4) Stacking spaces may be located anywhere on the building site, provided that traffic impacts on and off site are minimized and the location does not create negative impacts on adjacent properties due to noise, light or other factors.

(5) A minimum of four (4) stacking spaces per one thousand (1,000) square feet of gross floor area plus two (2) stacking spaces for the first drive through window and two (2) stacking spaces for each additional window shall be provided.

(6) For uses that have drive-through bays or stalls; e.g., car washes, a minimum of two (2) stacking spaces per bay or stall shall be provided. (Ord. 1110 §1, 2010)

Sec. 20-6-80. Fencing.

(a) Fences used for agricultural purposes, recreation use or public safety are not regulated by this Article.

(b) Fences used for residential purposes shall be subject to the following provisions:

(1) Fences shall be allowed in side and rear yards up to height of six (6) feet.

(2) Fences shall be allowed to extend alongside front yard property lines, provided that the fence shall be of an open, split rail, picket or chain link type and shall not exceed five (5) feet in height. A solid wall or stockade type fence not to exceed three (3) feet in height shall also be permitted alongside front yard property lines.

(3) Fencing intended for decorative purposes only, and which does not include any area to be completely enclosed, may be allowed on any part of a parcel, provided that it does not exceed three (3) feet in height.

(4) No barded wire or other sharp or jagged materials along the top of a fence or wall shall be permitted.

(5) No electrically charged fences, except those installed underground for the purpose of containing domestic pets within a residential lot, shall be permitted.

(c) Fences in business (B-1, B-2) or industrial (BP or I) zoning districts intended for security purposes shall not exceed a maximum of eight (8) feet. Security fences may be topped with up to three (3) strands of barbed or razor wire.

(d) For the purposes of this Section, height shall be measured from the finished grade adjacent to the fence to the top of the highest horizontal component of the fence, exclusively of pillars.

(e) Alternative fence standards may be proposed by an applicant as part of a Special Use Permit application. (Ord. 1110 §1, 2010)

Sec. 20-6-90. Vision clearance area.

(a) In all zoning districts except the B-1 district, the street corner of a corner lot shall be maintained free from any kind of obstruction, including fences and walls. The vision clearance area shall be between a

height of thirty-six (36) inches and ten (10) feet above the centerline grades of the intersecting street, for a distance of thirty (30) feet from the point of intersection. The intersection of an alley, private drive or driveway and the curblineline or edge of a street shall also be maintained free from obstruction, for a distance of twenty (20) feet from the point of intersection.

(b) See Chapter 6, Article 3 of this Code for additional provisions regarding the planting of trees and shrubs in public rights-of way. (Ord. 1110 §1, 2010)

ARTICLE 7

Subdivision Design Standards

Sec. 20-7-10. Site considerations.

(a) The design and development of all subdivisions subject to this Chapter shall preserve, insofar as it is possible, the natural terrain, natural drainage, existing topsoil, unusual rock formations, lakes, rivers, streams and trees.

(b) Land subject to hazardous conditions such as landslides, mud flows, rock falls, shallow water table, open quarries, floods, undermining and polluted or non-potable water supply shall not be subdivided until the hazards have been eliminated or mitigated.

(c) Steep land (ten percent [10%] slope or greater on the majority of the lots), unstable land and areas having inadequate drainage hold the potential to endanger health, life or property, and shall not be platted unless acceptable plans and provisions are developed by a professional engineer licensed in the State, which eliminate or adequately control any such problems. Such plans must be approved by the City Engineer, who shall judge the same by generally accepted principles of engineering adapted to the particular circumstances. Thereafter, development in any such subdivision shall be done in strict conformity with the plans as finally approved. Such hazardous and problem areas may be included as part of a lot or group of lots where there is a safe buildable portion on such lot or lots free of hazard or problems.

(d) Where a subdivision borders a railroad right-of-way or a freeway, arterial or collector street, design thereof shall include adequate provisions for reduction of noise. A parallel street, a landscaped buffer area, lots with increased setbacks, among others, may be considered as appropriate solutions. (Ord. 1110 §1, 2010)

Sec. 20-7-20. Blocks.

(a) Blocks shall not exceed one thousand three hundred twenty (1,320) feet in length nor be less than four hundred (400) feet in length. In blocks over one thousand (1,000) feet long, pedestrian crosswalks may be required. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured through adjacent rear property lot lines or through the center of the block.

(b) All blocks shall be abutted by one (1) or more streets. Service access to the interior of blocks may be permitted in certain instances, in which case such alleys must be indicated on the plat.

(c) Blocks shall be of sufficient width to permit two tiers of lots of appropriate depth, except where an interior street parallels a highway, arterial street or a railroad right-of-way. (Ord. 1110 §1, 2010)

Sec. 20-7-30. Lots.

(a) All lots shall abut a street. Generally, the depth of a lot shall not exceed three (3) times the lot frontage. Some deviation from this provision may be permissible for topographical and drainage purposes, but not for the purpose of splitting a large tract into deeper than normal lots so that the provision of streets for proper access to lots can be avoided. Unusually deep lots or "flag" lots (lots with minimal lot frontage adjacent to one another) shall be discouraged.

(b) Double frontage lots shall not be platted, except that, where desired along a highway, arterial street or a railroad, lots may face on an interior street and back on such right-of-way. In that event, a planting strip at least ten (10) feet in width shall be provided along the rear lot line.

(c) Lot width and lot area shall not be less than that provided in Article 6 for the district in which the subdivision is located.

(d) Corner lots shall be wider than interior lots in order to permit appropriate setbacks from adjacent streets. Interior lots abutting a corner lot shall be wider than the average interior lot in order to permit a wider side yard adjacent to the corner lot.

(e) Reversed corner lots (a corner lot fronting on a side street), shall be avoided where possible but in no event shall the rear yard be less than rear yards required by this Chapter. Frontage on both streets shall meet the minimum requirements of this Chapter.

(f) Side lot lines shall be substantially at right angles or radial to street lines. Some variation from this rule is permissible, but pointed or very irregular lots shall be avoided.

(g) No lot shall be divided by a municipal or county boundary line, road, alley or other lot.

(h) Lots shall meet all applicable zoning requirements. (Ord. 1110 §1, 2010)

Sec. 20-7-40. Streets.

(a) Streets shall conform to the comprehensive street and highway plan of the City. The latest edition of the Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" controls construction.

(b) All streets shall be designed in relation to existing and planned streets, topographical conditions, public convenience and safety and the proposed uses of the land to be served by such streets.

(c) Certain proposed streets, where appropriate, shall be extended to the boundary of the tract to be subdivided so as to provide for future connection to adjacent undeveloped land.

(d) Where a subdivision abuts or contains an existing or proposed primary street or highway, the City Council may require, after Planning Commission review, service streets, reverse frontage lots with screen planting in a reservation strip along the rear property line, deep lots with rear service alleys abutting the

primary street or highway, or such other treatment as may be necessary for adequate protection of residential properties and for separation of through and local traffic.

(e) Where a subdivision borders on or contains a railroad right-of-way or limited access highway right-of way, the City Council, after Planning Commission review, may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land. Such distance shall be determined with due regard for the requirements of approach grades and future grade separations.

(f) No more than two (2) streets shall intersect at one (1) point. Intersecting streets shall cross, as nearly as possible, at right angles. Unless specially approved, streets with centerline off-sets of less than one hundred twenty-five (125) feet shall not be accepted.

(g) Streets shall have the names of existing streets which are in alignment in the City or in adjoining unincorporated Morgan County. The choice of street names shall be subject to the approval of the City Council. Street numbers shall be assigned in accordance with the applicable house numbering system of the City.

(h) Cul-de-sacs shall have a turn-around right-of-way diameter of at least one hundred (100) feet. A cul-de-sac shall not exceed four hundred (400) feet in length, and its end shall be visible from the connecting street.

(i) Dead-end streets (with the exception of an approved cul-de-sac) are prohibited unless they are designed to connect with future streets upon adjacent land that has not been platted, in which cases an easement for a temporary turn-around shall be required for use until the balance of the street is dedicated.

(j) Access to a freeway, arterial or collector street shall be allowed only at intersections approved by the City Engineer. The City Engineer (with the advice of the State Department of Transportation where applicable), shall determine the intersection or intersections for access to such freeways, arterial or collector streets to assure the most efficient movement of traffic and maximum safety for drivers and pedestrians.

(k) Street, alley and easement right-of-way widths and grades shall meet the following standards:

<i>Classification</i>	<i>Right-of-way and Utility Easement</i>	<i>Minimum Centerline Curve Radii</i>	<i>Maximum % of Grade</i>
Alleys	20'	250'	8%
Residential	50' *	250'	8%
Collector	80'	625'	6%
Arterial	100'	1,200'	5%
Freeway	200'	2,000'	5%

* Residential streets shall have ten-foot utility easements on both sides of the right-of-way (exceptions may be allowed upon recommendation by the City Engineer and approval by the Planning Commission and City Council). Setbacks shall be computed from the edge of the right-of-way. Except in special instances, residential streets shall be improved to a minimum of 40 feet in width, gutter to gutter, with four foot sidewalks.

(l) The dedication of a half street shall not be accepted unless:

(1) The subdivider obtains for the City a dedication from abutting landowners of the other one-half of the street; and

(2) The subdivider obtains from the said abutting landowner an agreement in a form satisfactory to the City Attorney which guarantees the cost of the improvements and construction of the same upon the half street within a time satisfactory with the City Engineer; and

(3) The subdivider guarantees the construction of the improvements upon the half street which is to be dedicated; or

(4) Any other arrangement approved by the City Engineer, the Planning Commission and City Council. (Ord. 1110 §1, 2010)

Sec. 20-7-50. Sidewalks.

(a) Where a proposed subdivision lies within the corporate limits of the City, or is adjacent to another subdivision which has been provided with sidewalks, and when the proposed subdivision will have lots which average less than one (1) acre in area for lots included in the subdivision, the City shall require sidewalks to be installed on each side of the street.

(b) All sidewalks shall be a minimum of five (5) feet wide and meet current ADA requirements. Replacement of existing sidewalks shall be to the width of the adjacent or connecting sidewalk.

(c) The closest edge of sidewalks adjacent to a collector or arterial street shall be placed at least five (5) feet from the curb line.

(d) Where blocks are longer than six hundred sixty (660) feet, the City Council may require, after Planning Commission review, a pedestrian crosswalk connecting adjacent streets or other public areas at or near the middle of the block to permit acceptable pedestrian access to abutting streets. Such crosswalks shall be at least ten (10) feet in width.

(e) Where a means of pedestrian access is necessary from the development to schools, parks, playgrounds, or other roads or facilities and that such access is not conveniently provided by sidewalks adjacent to the roads, the City Council may require, after Planning Commission review, the applicant to reserve an unobstructed trail easement of at least ten (10) feet in width to provide such access.

(f) See Chapter 11, Article 2 of this Code for additional provisions regarding sidewalks. (Ord. 1110 §1, 2010)

Sec. 20-7-60. Storm drainage.

(a) Complete drainage systems for the entire subdivision area shall be designed by a professional engineer, licensed in the State. At a minimum, the drainage system shall be designed:

(1) To permit the unimpeded flow of natural watercourses.

(2) To ensure adequate drainage of all low points.

(3) To provide for a ten-year storm event.

(b) The drainage system shall be designed to consider the drainage basin as a whole and shall accommodate not only runoff from the subdivision area but also, where applicable the system shall be designed to accommodate the runoff from those areas adjacent to and "upstream" from the subdivision itself, as well as its effects on lands downstream.

(c) No subdivision or any part thereof shall be approved if proposed cuts, fills, structures or other features within the proposed subdivision will, individually or collectively, significantly increase flood flows, heights, or damages.

(d) Natural drainage courses should, whatever possible, be left in a natural state and no encroachment shall be made upon the natural channel. Any land subject to flooding by a one-hundred-year flood shall not be platted for residential purposes or other permanent development unless adequate provision is made to eliminate or control the flood hazard. A professional engineer licensed in the State shall propose flood hazard controls, and the same shall be subject to approval by the City Engineer who shall apply generally accepted principles of engineering adapted to the particular circumstances. Thereafter, development in any such subdivision shall be done in strict conformity with the plans as finally approved.

(e) Lots and blocks shall be so graded as to eliminate depressions that would accumulate storm water. Grades at building sites shall bear such relationships to roadway and curb grades as to prevent flooding during heavy storms of basement windows or of entryways either to basement or to first floor levels in the absence of basements.

(f) All water courses crossed by streets or alleys shall be provided with adequate and permanent culverts of a size, type and material approved by the Director. Culverts on existing streets shall be enlarged wherever necessary by reason of diverted or increased concentration of drainage.

(g) Adequate drainage facilities shall be installed prior to construction of any buildings in the subdivision.

(h) The drainage system shall be designed and constructed in conformance with the "Water Pollution Control Act" and the "Air Pollution Control Act" of the State. (Ord. 1110 §1, 2010)

Sec. 20-7-70. Water.

(a) Public water supply, connected to the City water utility system, shall be provided to serve each lot within a subdivision.

(b) All water utility facilities shall be designed and constructed in accordance with City standards, adopted as a separate regulation and as amended from time to time.

(c) See Chapter 18 of this Code for additional provisions regarding water. (Ord. 1110 §1, 2010)

Sec. 20-7-80. Fire protection.

(a) Every subdivision served by a public water system shall include a system of fire hydrants sufficient to provide adequate fire protection for the buildings located or intended to be located within such subdivision. Design standards shall conform to the National Fire Protection Association (NFPA) standards.

The Director may authorize or require a deviation from these standards if another arrangement more satisfactorily complies with NFPA or local standards.

(b) See Chapter 21, Article 7 of this Code for additional provisions regarding fire protection. (Ord. 1110 §1, 2010)

Sec. 20-7-90. Sanitary sewer.

(a) Each lot within a subdivision shall be connected to a public sewage collection system.

(b) All sewer utility facilities shall be designed and constructed in accordance with City standards, as adopted as a separate regulation and as amended from time to time.

(c) See Chapter 17 of this Code for additional provisions regarding sewage disposal. (Ord. 1110 §1, 2010)

Sec. 20-7-100. Other utilities.

(a) All gas, electric, telephone, cable television or other utility lines placed within the public right-of-way or dedicated easements shall be approved by the Director as to location.

(b) All utility installations shall be underground. Transformers, switching boxes, terminal boxes, meter cabinets, pedestals, ducts and other facilities necessarily appurtenant to such underground utilities may be placed above ground; electric transmission and distribution feeder lines and communication long distance trunk and feeder lines and necessary appurtenances thereto may be placed above ground. Such facilities shall be placed within appropriate easements or public rights-of-way. The provisions of this Section shall not apply to existing facilities or subdivision platted prior to the adoption of this Chapter where an overhead system has been planned or is in place.

(c) All utility facilities shall be designed and constructed in accordance with City standards, as adopted as a separate regulation and as amended from time to time.

(d) See Chapter 16 of this Code for additional provisions regarding public utilities.

(e) See Chapter 11, Article 6 of this Code for additional provisions regarding the cable distribution system. (Ord. 1110 §1, 2010)

Sec. 20-7-110. Easements.

(a) Easements shall be provided for all utility lines, including but not limited to water, sewer, stormwater, gas, electric, telephone and cable television.

(b) Easements shall be designed so as to provide efficient installation of utilities. Public utility installations shall be located so as to permit multiple installations within the easements.

(c) Easements shall be provided for utilities where necessary. Easements shall be a minimum of ten (10) feet wide on each side of property lines or sixteen (16) feet total (eight [8] feet on each side) when the easement is centered on rear lot lines, and five (5) feet when adjacent to side lot lines. Where front line easements are required, a minimum of six (6) feet shall be allocated as a utility easement.

(d) Easements shall be contiguous to the street at the end of the block to connect with adjoining blocks in the shortest direct line.

(e) Where a subdivision is traversed by a water course, drainage way, irrigation ditch, channel, natural creek or stream, an easement to continue the waterway and sufficient for drainage and to allow for maintenance of the ditch or waterway shall be provided.

(f) Dedication of fire lanes shall be required as necessary for protection both during and after development. Fire lanes shall be sixteen (16) feet in width, and the same shall, at all times, be kept free of obstructions to provide access at all times. (Ord. 1110 §1, 2010)

Sec. 20-7-120. Trees, shrubs and plantings.

(a) Significant vegetation, including dominant or mature trees and shrubs, shall be retained where possible. When regenerating sites, replacement trees or shrubs shall be selected from indigenous species native to the region. Provisions shall be made to provide adequate hydration and appropriate soil for the replacement trees to ensure successful growth.

(b) See Chapter 6, Article 3 of this Code for additional provisions regarding trees, shrubs and plantings. (Ord. 1110 §1, 2010)

Sec. 20-7-130. Protection of irrigation facilities.

Development occurring on land irrigation ditches, canals, or operating under legal water rights, shall comply with the following, as required by the respective ditch company or ditch owner, and written evidence of which approval shall be provided to the City:

(1) Irrigation ditches and canals shall be protected through the provision of adequate right-of-way easements to provide access for equipment to clean and maintain the ditch.

(2) No structures shall be placed within these rights-of-way or easements without written permission from the appropriate ditch company or ditch owner.

(3) Ditch or canal rights-of-way or easements shall not be used as access to projects. Gates of adequate width shall be provided for the maintenance of ditches by ditch right holders.

(4) Fences shall be designed and placed in such a manner as to not interfere with the easement.

(5) The number of ditch crossings, locations and sizes shall be approved by the ditch company or ditch owner. (Ord. 1110 §1, 2010)

ARTICLE 8

Site Improvements and Dedications

Sec. 20-8-10. Improvements and dedications generally.

The purpose of this Article is to provide the public facilities and services made necessary as a consequence of development, in an amount roughly proportional to the impact of the development upon such facilities and services, or the increased need for the facilities and services brought about by the development. The applicant shall have the option to accept the City's calculation of the required improvements and dedications, or to perform such studies as are necessary to demonstrate an alternative amount of impact of the development upon public services and facilities, and the resulting appropriate improvements, dedications or other contributions. (Ord. 1110 §1, 2010)

Sec. 20-8-20. Dedication requirements.

(a) Scope and Applicability. All major residential subdivisions and all PUDs shall provide sites, land or cash-in-lieu of land for mitigation of the impacts of new growth on parks, trails, streets, open space and other necessary public facilities. The following improvements and dedications shall be constructed or provided at the expense of the applicant as more fully described in the Subdivision Improvements Agreement ("S.I.A."), a form of which is attached hereto as Appendix 20-B, in a manner approved by City Council and which is consistent with reasonable public requirements, sound construction and local standards. Where a conflict exists between this Chapter, other applicable ordinances and the S.I.A., the most specific requirements shall control.

(b) General Standards for Dedication.

(1) The dedication of areas or sites of suitable, type, size and location for public use for parks, open space, trails or other necessary public facilities may be required in accordance with the criteria set forth in this Section, based upon either the fair market value of a percentage of the acreage, a flat fee per lot or tract or any other method agreed upon by the City and the applicant.

(2) The City may accept a cash payment in lieu of dedicated land if payment would better serve the public interest. Cash payments shall be earmarked and used for parks, open space, trails or other public facilities. Property values shall be established by appraisal, provided by the applicant, and accepted by the City. Minimum payment for cash in lieu of dedication shall be one thousand dollars (\$1,000.00).

(3) The City may accept land, in lieu of cash payments, equal in value to the required cash payment. Land dedicated in lieu of cash payment shall be used only to sell or trade for parks, trails, streets, open space and other necessary public facilities.

(4) In those cases where all or a portion of the land to be dedicated for public purposes are in such locations, configurations or sizes to render the use of those areas for public purposes unacceptable to the City, the applicant may be required to dedicate alternative sites that will meet the needs of the City. Cash in lieu of dedication may also be required. The value of any combination of alternative site dedication and cash payment pursuant to this provision shall not exceed the full market value of the total required dedication of land. Full market value shall be established in accordance with Paragraph (2) above.

(5) All moneys collected by the City under this Section shall be deposited in an interest-bearing account which clearly identifies the purpose for which the moneys were collected. Each such account shall be tracked separately. Any interest or other income earned on such moneys shall be credited to the account.

(6) All land to be dedicated as required by this Section shall be designated on the final approved plat as outlots or, if located outside the area of the plat, by warranty deed. These outlots shall not be building lots, with the exception of facilities owned or constructed by the City. Such outlots shall be conveyed by warranty deed to the City at the time the final plat is recorded. Title insurance acceptable to the City and a certificate of representations and warranties concerning title and usability of the property shall also be required at the time of final plat recordation and recordation of any warranty deed(s).

(7) The applicant may be required to satisfy other conditions, as memorialized in the S.I.A., determined to be desirable or necessary to mitigate the effects of development and to promote the public health, safety and welfare.

(c) General Criteria. The City, in formulating the appropriate combination of dedication options set forth above, shall take into consideration the following criteria:

- (1) The size of the proposed development;
- (2) The projected additional population associated with the proposed development;
- (3) The projected need generated by the development for parks, trails, streets, open space and other necessary public facilities, the provision of which is not covered by other City requirements; and
- (4) Conformance of the dedication with applicable portions of the Comprehensive Plan.

(d) Parks. Residential, commercial and industrial developments shall provide park lands and a network of public sidewalks that provide access from public parking areas to buildings open to the general public. Residential, commercial and industrial developments shall also provide a sidewalk or trail where property is adjacent to the right-of-way. This sidewalk or trail shall run parallel to the right-of-way along the entire length of the property adjacent to the right-of-way. In determining which land areas are appropriate for dedication as parks and trails, the City Council shall consider the following criteria:

- (1) The placement of park lands in such a manner as to assist in enhancing the environment and in preserving community integrity in the most practical, attractive manner possible;
- (2) The assurance of the continuity of open space links, trails, and other major components of the recreation system;
- (3) The assurance that areas set aside for parks lands have been examined for compliance with all regional plans, if any, for park and open spaces;
- (4) The assessment of the suitability of proposed land dedications for park and recreation;
- (5) The examination of the size, shape, topography, geology, presence and condition of ground cover and timber, condition of soil, drainage, location, access and availability of water to lands proposed for park and trail purposes;

(6) The assurance of the protection of natural and historical features, scenic vistas, watersheds, timber and wildlife;

(7) Park lands that are intended to be used for trail rights-of-way (linear parks for pedestrian, equestrian or bicycle use) shall conform to the following criteria:

a. The land may either be set aside as a dedicated easement or as a deeded outlot;

b. The minimum width for such trail easement or outlot shall be based on the particular reasonable needs of the trail, its location, the surrounding terrain and the projected usage but in no instance shall be less than ten (10) feet in width and in all cases the easement shall be of adequate width to handle the proposed uses;

c. There shall be adequate provision for public access to the trail easement within the subject property;

d. The trail easement may overlap and include other property previously included in other easements such as ditch, canal or utility, public open space or other easement, so long as no easement compromises the functional use of any other easement;

(8) Park land may be considered as part of the land set aside for open space or preservation as provided for in an approved subdivision or PUD; and

(9) Land with a slope of twelve percent (12%) or more shall not be considered.

(e) Open Space.

(1) For multi-family development, a minimum of twenty-five percent (25%) of the total gross platted area shall be devoted to (privately held) common open space. For single-family, commercial and industrial developments, the minimum requirement shall be fifteen percent (15%) of total platted area. The City may consider the size, location and character of particular parcels in meeting this requirement.

(2) Of the required common open space, not more than half may be water surface such as lakes, ponds, rivers, etc. Single-activity facilities such as a golf course, tennis courts, etc., shall not comprise more than fifty percent (50%) of the total required open space land area.

(3) If applicable, facilities may be required for employees in higher density developments, such as outdoor picnic areas, benches, walking paths, bicycle paths, etc.

(4) The City may require, by deed restriction or covenant, that the owners be bound in perpetuity to a method of maintenance of the common open space areas and other common facilities, including private streets, grounds, sidewalks, street lighting, etc.

(f) Streets.

(1) All roads, streets, alleys or other public traffic ways located within the development shall be dedicated as public rights-of-way unless specifically approved as private rights-of-way and so designated on the plat or other document of approval. Rights-of-way shall be conveyed to the City on and at the time of filing of the final approved plat or other document of approval.

(2) The applicant must comply with the design criteria set forth in Article 7 of this Chapter and any other City ordinances and regulations.

(g) Easements. Easements shall be dedicated as required by the City and to the specifications set forth in Section. 20-7-110.

(h) Nontributary groundwater. The City shall require the applicant to convey all non-tributary groundwater rights to the City, pursuant to Section 37-90-101, et seq., C.R.S., and Section 20-5-80 of this Chapter.

(i) Other public facilities. For the purpose of mitigating impacts associated with a development, the City Council may require the dedication of land for other public facilities, including but not limited to fire stations, schools, libraries, police substations, municipal maintenance facilities or similar public purposes which are reasonably related to the demand created by the development. Such requirements shall be based upon requests to the City made by the public agency impacted by the development and the proportionate share of impacts created by the development. (Ord. 1110 §1, 2010)

Sec. 20-8-30. Improvement agreement.

No final plat shall be approved until the applicant has submitted a signed S.I.A., agreeing to construct or provide the required improvements, in the form attached as Appendix 20-B. (Ord. 1110 §1, 2010)

Sec. 20-8-40. Required plat notes.

No final plat shall be approved without the inclusion of the certification language attached as Appendix 20-A. (Ord. 1110 §1, 2010)

Sec. 20-8-50. Improvement guarantees.

(a) A subdivision or site improvements agreement (S.I.A.) acceptable to the City must be accepted and recorded concurrent with final approval and recordation of the subdivision plat, or as a condition of approval of a site plan application under Section 20-3-100 where public improvements are required. The S.I.A. shall include a security instrument to guarantee its obligations The security may be in any of the following forms as approved by the City Attorney:

(1) An escrow of funds with the City.

(2) An escrow with a bank or savings and loan association with the unconditional right given to the City to draw on the funds deposited in the event the required improvements must be fully or partially constructed by the City or the funds are required to pay for any improvements constructed by the City or by third parties for which payment has not been made.

(3) An irrevocable sight draft or letter of credit or commitment in a form satisfactory to the City Attorney which guarantees the City that the financial resources are unqualifiedly available to construct and pay for said improvements. The sight draft or letter of commitment may be from any financially responsible lender which is not directly or indirectly owned or controlled by the subdivider.

(4) The amount of the security shall equal one hundred twenty-five percent (125%) of the estimated cost of the required improvements. No letter of credit drawn upon a bank or financial institution having

any relationship to the applicant or any principal, director, officer or shareholder of the applicant (other than the relationship of depositor or checking account holder) shall be acceptable. The City may reject any form of security for any reason.

(b) Building permits will be issued for only that portion of the plat for which the required financial guarantee has been provided.

(c) The S.I.A. shall further provide that if at any time there is a breach of such agreement, the City may withhold approval of all building permits within the subdivision until such breach or breaches have been cured.

(d) The S.I.A. shall provide that improvements shall be completed within twelve (12) months of the issuance of the first building permit or upon completion of structures upon fifty percent (50%) of the building sites within such area, whichever occurs first in time; however, if special circumstances exist, the Director may extend the time or reduce it if in his opinion, in accordance with the generally accepted engineering principles, any or all of the improvements are needed in more or less time for the residents of the area to protect the public health, safety and welfare, and such decision shall control. (Ord. 1110 §1, 2010)

Sec. 20-8-60. Survey monuments.

(a) All major subdivision boundary corners shall be marked with a monument. Monuments shall be firmly set, substantial and not subject to settlement, frost heave or other movement. The monument shall be permanent and of such a nature, configuration and/or marking as to permit absolute, unquestionable identification.

(b) Monuments shall be detectable with a ferrous metal finder. All monuments shall have a dowel or other permanent point marker and the surface shall have a chiseled, incised or embedded identification. All monuments shall be solid, without openings or voids.

(c) Monuments of stone or concrete shall be not less than four (4) inches in the least dimension and shall be nearly square or round. Encased monuments; i.e., concrete in metal pipe or metal casing, shall not be less than three (3) inches in diameter. Solid metal cast iron or other fabricated monuments shall be not less than one and one-half (1½) inches in any least dimension and shall expose a surface not smaller than three-inch-diameter or equivalent area at the surface. Monuments shall extend to a depth of not less than thirty (30) inches below final ground surface level.

(d) Intermediate corners, lot corners, reference and/or radius points shall be solid iron rods not less than five-eighths (5/8) inch in diameter, iron pipe not less than three-quarter (¾) inch in diameter or other accepted long-lived identifiable object which is firmly set, free from movement and which can be located with a ferrous metal detector. Markers shall extend not less than thirty (30) inches into solid ground.

(e) All monuments and markers of a subdivision shall be of a similar type material.

(f) The location of all monuments and markers shall be determined and set by a professional land surveyor. (Ord. 1110 §1, 2010)

Sec. 20-8-70. Completion, acceptance and warranty of improvements.

(a) If the required improvements are not constructed or completed in accordance with the required specifications, the Director shall notify the applicant and establish schedules for correction of the noncompliance. If the Director determines that any or all of the improvements will not be constructed in accordance with the specifications, the Director may draw upon the provided security to complete the improvements in accordance with the specifications previously established.

(b) As the required public improvements are completed, the applicant may apply in writing to the Director for a partial or full release of the provided security. If the Director determines that the improvements have been made in accordance with the final approval and S.I.A., the Director may release a corresponding portion of the provided security, provided that the City retains sufficient security to cover the cost of any incomplete improvements in addition to twenty-five percent (25%) of the original security amount. This twenty-five-percent security shall remain in place until the expiration of the warranty period set forth in this Section. Consent to release of funds or security shall not constitute acceptance by the City of any improvement.

(c) Except as provided by an S.I.A., the City shall not accept responsibility for the operation or maintenance of any improvements until completion and final acceptance of the improvements. Upon written application by the applicant for a certificate of completion, and provided that all payments and other performances agreed to be made and performed by the applicant have been made and completed, the City shall issue a certificate of completion. Except for defects appearing within two (2) years after the date of the certificate and the retention of twenty-five percent (25%) security required by Subsection (b), the City will release the applicant from all further liability as to the completed improvements. Upon issuance of a certificate of completion, all improvements specified in the certificate shall be deemed approved and accepted by the City, after which the improvements shall be owned, operated and maintained by the City, subject to a warranty period of two (2) years, and unless otherwise agreed between the City and the applicant.

(d) No certificate of occupancy shall be issued for any structure located within the subdivision or PUD until the public improvements required to be constructed to serve the residents or occupants of such structure have been completed. No application shall be further processed concerning property which is owned, in whole or in part, by an applicant who is in default of any S.I.A. or contract for any development within the City, or who is in default of any agreement with the City for the payment of any fee or charge.

(e) Prior to the City's acceptance of any improvement, the applicant shall provide the City with a written warranty of work in a form acceptable to the Director (which warranty may be part of the improvements agreement) with respect to the improvements to be constructed, warranting that the work will be free of all defects in design, materials and construction, and will remain serviceable for a period of two (2) years after completion and acceptance by the City.

(f) Prior to the City's acceptance of any utilities, the applicant shall deliver to the City "as built" designs of the utilities in both paper and electronic form. "As built" designs submitted electronically shall be submitted using AutoCad as a DWG or DXF format. The as-built drawings shall show, but shall not be limited to, such information as the exact size, type and location of pipes; location and size of manholes and catch basins; location and size of valves, fire hydrants, tees and crosses; depth and slopes of retention basins; and location and type of other utility installations. The drawings shall show plan and profile views of all sanitary and storm sewer lines and plan views of all water lines. The as-built drawings shall show all work

completed within a public right-of-way and public utility easements as actually installed and field verified by a professional engineer or a representative thereof. The drawing shall be identified as as-built drawings in the title block of each drawing and shall be signed and dated by the owner of the development or the owner's legal representative and shall bear the seal of a professional community planner, engineer, architect, landscape architect or land surveyor. (Ord. 1110 §1, 2010)

Sec. 20-8-80. Maintenance.

Unless otherwise set forth in the S.I.A., maintenance of dedications and public improvements required by this Article shall be as follows:

(1) Open Space.

a. In the event that the organization established to own and maintain common open space, or any successor organization, fails at any time after establishment of the project to maintain the common open space in reasonable order and condition in accordance with the plan, the City may serve written notice upon such organization or the residents of the project, setting forth the manner in which the organization has failed to maintain the common open space in reasonable condition. Said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days of the notice and shall state the date and place of a hearing thereon. The hearing shall be conducted before the City Council within five (5) days of the expiration of the compliance period.

b. If the deficiencies listed in the notice are not cured within the given compliance period, the City, in order to preserve the taxable values of the properties within the project and to prevent the common open space from becoming a public nuisance, may enter upon the common open space and maintain the open space for a period of one (1) year. Said entry and maintenance shall not vest in the public any right to use the common open space except when the same is voluntarily dedicated to the public by the owners.

c. Before the expiration of the one-year period, the City shall, upon its own initiative or upon the request of any person previously responsible for maintenance of the common open space, call a public hearing on the matter of maintenance of the space. After providing notice of the public hearing, by posting conspicuous notice on the common open space property at issue at least ten (10) days prior to the hearing, the City Council shall conduct a hearing on the matter. At the hearing, any person previously responsible for maintenance of the common open space may give evidence or testimony why the City should not continue its maintenance of the space. If the City Council determines that any other person is ready and able to maintain the common open space in reasonable condition, the City may elect to cease to maintain the open space at the end of the current year. If the City Council determines that no person is ready and able to maintain said common open space in a reasonable condition, the City may continue to maintain the common open space during the next succeeding year and, subject to a similar hearing and determination, in each subsequent year.

d. The cost of such maintenance by the City shall be paid by the owners of properties within the project who have a right to use the common open space. Any unpaid assessments shall become a tax lien against the benefited properties. The City shall file a notice of such lien in the office of the County Clerk and Recorder upon the properties affected by such lien within the project and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance in the manner provided by law for the collection, enforcement and remittance of general property taxes.

(2) Covenants. Private covenants may be imposed upon new development for the protection and maintenance of the private open space and other common areas and amenities of the development, including private roadways, sidewalks, trails and drainage facilities. Copies of proposed covenants shall be submitted to the City for review prior to final project approval. While private covenants may address matters which are also governed by this Chapter, no private covenant shall supersede this Chapter. To the extent this Chapter is more stringent than a private covenant, this Chapter shall control. To the extent the covenants are more stringent, they may be enforced by private action, but not by the City. A private covenant may not permit what this Chapter prohibits.

(3) Roads. The subdividers of property served by new subdivision roads shall be responsible for maintenance of the roads until such time as the roads are finally accepted by the City in accordance with Section 20-8-70. (Ord. 1110 §1, 2010)

ARTICLE 9

Sign Regulations

Sec. 20-9-10. Exempt signs.

The following signs shall be exempt from permit requirements of this Chapter and may be placed in any zoning district, subject to the provisions of this Chapter. Such signs shall otherwise be in conformance with all applicable requirements contained in this Chapter. All such signs (except government signs) shall be located outside a street right-of-way. Signs shall not interfere with traffic signs or vision clearance at intersections. All other signs shall be allowed only by permit and upon proof of compliance with this Chapter.

(1) Signs erected on behalf of or pursuant to authorization of a governmental body, including but not limited to: legal notices; identification and information signs, and traffic control, directional or regulatory signs.

(2) Official signs of noncommercial nature erected by public utility, oil and gas, mining or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines and similar devices.

(3) Flag, pennants, crests or insignia of a school or a public, religious or nonprofit institution when not displayed in connection with a commercial promotion or as advertising.

(4) Religious symbols located on a building or lot used for organized religious services.

(5) Displays of string lights, provided that:

a. They are decorative displays which only outline or highlight landscaping or architectural features of a building.

b. They are steady burning, clear, noncolored bulb lights. No blinking, flashing, intermittent changes in intensity or rotating shall be permitted.

c. They are no greater in intensity than five (5) watts.

- d. They shall not be placed on or used to outline signs, sign supports, awnings and/or canopies.
 - e. They shall not be assembled or arranged to convey commercial advertisements, slogans and/or logos.
 - f. They shall not create a safety hazard with respect to placement, location of electrical cords or connection to power supply.
 - g. They shall be maintained and repaired so that no individual light bulb is inoperative. In the event the bulbs are not maintained or repaired, the string lights may be removed at the expense of the owner after giving notice to the owner pursuant to this Chapter.
- (6) Integral, decorative or architectural features of buildings or works of art, so long as such features or works do not contain letters, trademarks, moving parts or lights (except barber poles).
- (7) Barber poles, provided that:
- a. They are rotating or stationary cylindrical poles of the traditional red, white and blue spiral striped design attached by brackets to the barber shop being identified.
 - b. They shall not exceed two and one-half (2½) feet in length.
- (8) Memorial signs, plaques or historical markers which are noncommercial in nature.
- (9) Scoreboards for athletic fields.
- (10) Signs displayed on trucks, buses, trailers or other vehicles which are being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business which are located on moving vans, delivery trucks, rental trucks and trailers and the like, shall be exempt from the provisions of this Chapter, provided that the primary purpose of such vehicles is not for the display of signs, and provided that they are parked or stored in areas appropriate to their use as vehicles.
- (11) Vending machine signs, provided that the advertisement upon the vending machine sign is limited to the product vended.
- (12) Manager or office of the manager signs not exceeding four (4) square feet in area which identify the location of the manager of the property.
- (13) Miscellaneous signs not exceeding two (2) square feet in area that are nonilluminated, internally illuminated or indirectly illuminated, including but not limited to:
- a. Signs on mailboxes or newspaper tubes;
 - b. Signs giving property identification, address numbers, date of erection, names or numbers of occupants; and
 - c. Signs indicating the location of public telephones or underground public utilities, or that provide instructions as required by law or necessity, and similar public information signs. This category shall

be interpreted to include such signs as "no smoking," "restrooms," "no solicitors," "self-service" and similar informational signs.

(14) Regulatory signs erected on private property, such as no parking, no trespassing or danger from animals signs, which do not exceed two (2) square feet per face or four (4) square feet in total sign area, limited to four (4) such signs per use or per building, whichever is the greater number.

(15) Motor vehicle for sale signs, provided that there is only one (1) sign per vehicle, the sign does not exceed two (2) square feet in sign area, and the vehicles are located in approved sales lots.

(16) "Vacancy" and "no vacancy" signs, where they are nonilluminated, internally illuminated, indirectly illuminated or directly illuminated signs; provided that the area of the sign does not exceed two and one-half (2½) square feet per face. Also, signs designed to indicate vacancy such as "yes," "no" or "sorry" shall also be exempt under the provisions of this Paragraph if they meet the area requirement.

(17) Nonilluminated or indirectly illuminated signs which identify, as a courtesy to customers, items such as credit cards accepted, redemption stamps offered, menus or prices; limited to one (1) such sign for each use, not to exceed four (4) square feet per face or eight (8) square feet in total sign area. Such signs may be attached to the building, as projecting or wall signs, suspended from a canopy or included as an integral part of a freestanding sign.

(18) Electronic message center and time and temperature signs which do not exceed eight (8) square feet in sign area; provided however, that no identification or advertising is attached to or made part of the same sign structure.

(19) Bulletin boards signs accessory to a school or public, religious or nonprofit institution, subject to the following provisions:

- a. No more than one (1) sign shall be permitted per street frontage;
- b. The sign area shall not exceed twelve (12) square feet;
- c. The sign shall not be internally illuminated; and,
- d. The sign shall refer only to the services conducted on the lot.

(20) Directional and instructional on-premise signs not exceeding six (6) square feet in sign area apiece.

(21) Garage, estate, or yard sale signs on the lot on which the sale is located, provided that such signs:

- a. Shall not exceed one (1) per street frontage of a lot;
- b. Shall not exceed six (6) square feet in sign area; and,
- c. Shall not be erected sooner than two days (2) days prior to the day of the sale and shall be removed immediately after the sale is completed.

(22) Political signs displayed on private property in accordance with an official election or signs erected on behalf of candidates for public office, provided that such signs:

- a. Shall not exceed sixteen (16) square feet in sign area; and
- b. Shall not be erected sooner than sixty days (60) days prior to the election date and shall be removed not later than ten (10) days after the election date.

The property owner upon whose land the sign is placed shall give written permission for the placement of said signs and shall be responsible for violations.

(23) Portable signs or signs not permanently affixed or attached to the ground or to any structure, inclusive of sandwich board signs, real estate signs attached to posts driven into the ground, window signs and temporary barriers.

- a. Such signs shall not exceed six (6) square feet in sign area.
- b. Sandwich board signs shall be permitted on a sidewalk along the frontage of a business during normal hours of operation, and removed at all other times.

(24) Signs temporarily attached to the interior of a window or glass door, provided that signs shall not cover more than fifty percent (50%) of the surface area of the window or door to which they are attached.

(25) Special event signs, such as grand opening, fair, carnival, circus, festival or similar event signs shall be permitted on the lot where the special event is to occur, provided that:

- a. Such signs shall not exceed thirty (30) square feet in sign area.
- b. Such signs shall not extend above the roof of the principal building on the premises.
- c. Such signs shall not be erected sooner than fourteen days (14) days prior to the first day of the special event and shall be removed not later than three (3) days after the last day of the special event.
- d. The signs are displayed no more than four (4) times per calendar year per establishment.
- e. One (1) special event sign per street frontage per establishment shall be permitted.
- f. If the sign is a banner, it shall be securely attached to the wall of the establishment, freestanding signs or light poles on private property.
- g. In no case shall any such sign impede the view or travel of any motorists or pedestrians or be attached to any structure within the right-of-way (government signs, telephone poles, etc.)

(26) Temporary construction announcement signs, provided that:

- a. Size of Construction Announcement Signs:

1. On any lot with less than one (1) acre in area, construction announcement signs shall not exceed six (6) square feet in sign area.

2. On lots in excess of one (1) acre in area, construction announcement signs shall not exceed sixty-four (64) square feet in sign area.

b. Height of Construction Announcement Signs:

1. On any lot with less than one (1) acre in area, construction announcement signs shall not exceed six (6) feet in height; or

2. On lots in excess of one (1) acre in area, construction announcement signs shall not exceed eight (8) feet in height.

c. Only one (1) such sign oriented per street front per premises shall be erected. Any two (2) such signs located on the same premises shall be located at least one hundred (100) feet apart as measured by using a straight line.

d. Such signs shall not be illuminated.

e. Such signs shall only appear at the construction site.

f. Such signs shall be removed within seven (7) days after the issuance of a certificate of occupancy.

(27) Temporary decorations or displays, when such are clearly incidental to and are customarily associated with any national, state, local or religious holiday or celebration; provided that such signs shall be displayed for not more than sixty (60) days in any one (1) year; and may be of any type, number, area, height, location, illumination or animation.

(28) Temporary farm product signs, provided that:

a. One (1) on-premises sign may be used. Said sign shall be located off the street right-of-way and at least ten (10) feet away from any side lot line. Such sign shall have a maximum sign area of nine (9) square feet and may not be illuminated.

b. A maximum of two (2) off-premises signs shall be permitted. Said off-premises signs shall have a maximum sign area of four (4) square feet apiece and shall not be illuminated. No such sign shall be allowed in the street right-of-way or within ten (10) feet of a side lot line.

(29) Temporary posters announcing or advertising events sponsored by a school or public, religious or nonprofit institution.

(30) Temporary real estate signs indicating the sale, rent or lease of the property or buildings upon which the sign is located, together with information identifying the owner or agent, of the lot on which the sign is located, provided that:

a. Number of Real Estate Signs:

1. On any lot with less than one (1) acre in area, not more than one (1) real estate sign shall be permitted per street frontage.

2. On lots in excess of one (1) acre in area, not more than two (2) real estate signs shall be permitted per street frontage.

b. Size of Real Estate Signs:

1. In any residential zoning district, real estate signs shall not exceed six (6) square feet in sign area on lots less than one (1) acre in size; or

2. In any nonresidential zoning district, real estate signs shall not exceed twelve (12) square feet in sign area on lots less than one (1) acre in size.

3. On lots in excess of one (1) acre in area, real estate signs shall not exceed thirty-two (32) square feet in sign area.

c. Height of Real Estate Signs:

1. On any lot with less than one (1) acre in area, shall not exceed six (6) feet in height; or

2. On lots in excess of one (1) acre in area, shall not exceed eight (8) feet in height.

d. All temporary real estate signs shall be removed within seven (7) days after the real estate closing or lease transaction.

e. No temporary real estate sign shall be illuminated.

(31) Temporary model home signs, provided that:

a. Such signs shall not exceed six (6) square feet in sign area.

b. Such signs shall not exceed six (6) feet in height.

c. Only one (1) such sign may be displayed per model home.

(32) Temporary directional off-premises signs advertising a specific planned unit development, residential subdivision, multi-family development, etc. Each such sign may have a maximum sign area of four (4) square feet and shall be placed outside all existing right-of-ways. (Ord. 1110 §1, 2010)

Sec. 20-9-20. Prohibited signs.

The following signs are inconsistent with the purposes and standards in this Chapter and are prohibited in all zoning districts:

(1) Any sign or sign structure which:

a. In any other way obstructs the view of an official traffic sign, signal or device or any other official sign;

- b. Uses any words, phrases, symbols or characters implying the existence of danger or the need for stopping or maneuvering a motor vehicle;
 - c. Creates in any other way an unsafe distraction for motor vehicle operators;
 - d. Obstructs the view of motor vehicle operators entering a public roadway from any parking area, service drive, private driveway, alley or other thoroughfare; or
 - e. Is erected on private or public property without the written consent of the owner or agent thereof.
- (2) Any sign other than traffic control signs erected, constructed or maintained within, over or upon the right-of-way of any road or highway, except in the case of a sign for which a sign permit has been issued.
- (3) Any sign which interferes with free passage from or obstructs any fire escape, downspout, window, door, stairway, ladder or opening intended as a means of ingress or egress or providing light or air.
- (4) Any sign located in such a way as to intentionally deny an adjoining property visual access to an existing sign.
- (5) Off-premises advertising signs or any other sign not pertinent and clearly incidental to the permitted use on the property where located, except for:
- a. Temporary directional signs, farm product signs and political signs permitted by exemption in Section 20-9-10.
 - b. A sign intended to direct people to a school or a public, religious or nonprofit institution and/or state meeting dates and times.
 - c. Areas zoned as a business or industrial district within one thousand three hundred twenty (1,320) feet of an interstate highway interchange, subject to the standards for freestanding pole signs in Section 20-9-60.
- (6) Any flashing, blinking or moving signs, animated signs, or signs with moving or flashing lights, except for:
- a. Electronic message center and time and temperature signs permitted by exemption in Section 20-9-10.
 - b. Electronic message center, time and temperature and digital video signs in the B-1, B-2, BP and I zone districts larger than eight (8) square feet yet less than thirty-two (32) square feet in sign area. Any such signs larger than thirty-two (32) square feet shall require approval by the City Council.
- (7) Any rotating signs, except for barber poles as provided in Section 20-9-10.
- (8) Any searchlights.

(9) Any inflatable freestanding signs or tethered balloons.

(10) Any fabric signs, flags, pennants or banners when used for commercial advertising purposes except as provided in Section 20-9-10.

(11) Any roof signs, or any sign affixed to a roof, or projecting above the roof or parapet lines of a building or structure.

(12) Any vehicle-mounted signs, including but not limited to signs painted on or attached to semi-trailers when exhibited on private property adjacent to public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempt from the requirements of this Article during the duration of the special event. The term *special event* shall mean a parade, circus, fair, carnival, festival, farmers' market or other similar event that is different in character from the customary activities associated with the property.

(13) Any signs attached to trees, utility poles or fences, except as permitted in Section 20-9-10.

(14) Any sign or sign structure which, ninety (90) days or more after the premises have been vacated, advertises an activity, business, product or service no longer produced or conducted upon the premises upon which such sign is located. If the sign or sign structure is covered or the identifying symbols or letters removed, an extension of time may be granted by the Director. This provision shall not apply to permanent signs accessory to businesses which are open only on a seasonal basis, provided that there is clear intent to continue operation of the business.

(15) Any sign or sign structure which:

a. Is structurally unsafe;

b. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation;

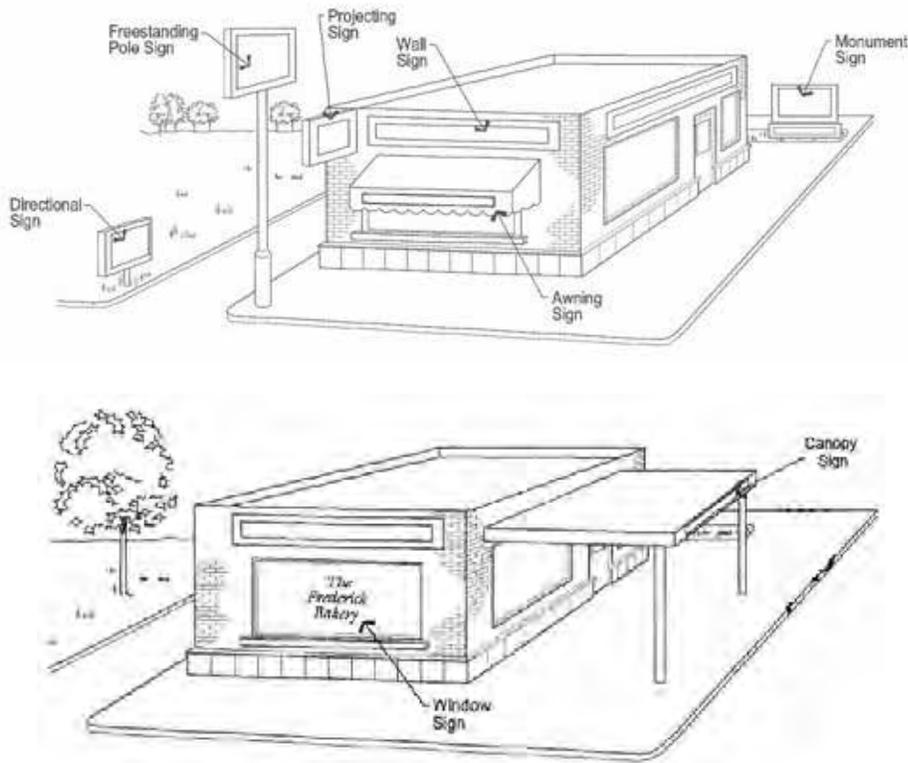
c. Is not kept in good repair; or

d. Is capable of causing electrical shocks to persons likely to come in contact with it. (Ord. 1110 §1, 2010)

Sec. 20-9-30. Standards for specific sign types.

Sign types that have specific standards include awning signs, canopy signs, freestanding signs, monument signs, projecting signs, wall signs, and window signs, examples of which are illustrated in Figure 9-1, Sign Types.

**Figure 9-1
Sign Types**



(1) Awning Signs. An awning sign is a building identification sign or graphic printed on or in some fashion attached directly to the material of an awning. Awning signs are subject to the following provisions:

a. Signs may be placed only on awnings that are located on first- and second-story building frontages, including those fronting a parking lot or pedestrian way. No awning sign shall project beyond, above or below the face of an awning.

b. No structural element of an awning shall be located less than eight (8) feet above finished grade. Awnings on which awning signs are mounted may extend over a public right-of-way no more than seven (7) feet from the face of a supporting building. No awning, with or without signage, shall extend above the roof or parapet lines of any building.

c. The portion of the awning which includes the sign display shall not exceed fifty percent (50%) of the total area of the awning. Sign area shall comply with the requirements established by Section 20-9-60.

(2) Canopy Signs. A canopy sign is a sign that is part of or attached to a canopy over a door, entrance, or window. Canopy signs are subject to the following provisions:

a. No canopy sign shall project above the top of the canopy upon which it is mounted. However, such signs may project horizontally from the face of a canopy the distance necessary to accommodate the letter thickness and required electrical equipment, but not more than twelve (12) inches (measured from the bottom of the sign). No canopy, with or without signage, shall extend above the roof or parapet lines of any building.

b. Under-canopy signs which are parallel to the face of the building shall be a minimum of eight (8) feet above grade. Under-canopy signs which are perpendicular to the face of the building shall be deemed to be projecting wall signs, and subject to the standards for projecting signs in Paragraph (5) below.

c. The portion of the canopy which includes the sign display shall not exceed fifty (50) percent of the total area of the canopy. Sign area shall comply with the requirements established by Section 20-9-60.

(3) Freestanding Signs. A freestanding sign is a sign which is supported by one (1) or more columns, uprights, poles or braces extended from the ground, or which is erected on the ground, and shall also include monument signs and pole signs but does not include a sign attached to a structure. Freestanding signs are subject to the following provisions:

a. Freestanding signs shall be located only on a site frontage adjoining a public street.

b. No freestanding sign in any zoning district shall be erected closer than four (4) feet to any building.

c. No freestanding signs in business and industrial zoning districts may be located less than one hundred (100) feet from any property line adjacent to a residential zoning district line. Freestanding signs shall comply with setback requirements established in Section 20-9-60.

d. Freestanding signs shall comply with the height and area requirements established in Section 20-9-60.

e. Freestanding signs shall be mounted on one or more posts or have a solid monument-type base. The sign shall be securely fastened to the ground or to a substantial supportive structure so that there is no danger that either the sign or the supportive structure may be moved by wind or other forces of nature and cause injury to persons or damage to property.

(4) Monument Signs. A monument sign is a freestanding sign where the entire bottom of the sign is affixed to the ground. Monument signs are subject to the following provisions:

a. Monument signs shall be located only along a site frontage adjoining a public street. A maximum of one (1) monument sign per entry is permitted.

b. The design of a monument sign shall be consistent with the overall scale of the building. The design and placement of the sign shall not obstruct vision clearance triangles at intersections. Monument signs shall comply with the height and area requirements established in Section 20-9-60.

c. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one (1) face of the sign. For example, twenty (20) square feet of sign area equals forty (40) square feet of landscaped area. The City Council may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

(5) Projecting Signs. A projecting sign is any sign supported by a building wall and projecting at least eighteen (18) inches or more horizontally beyond the surface of the building to which the sign is attached.

a. Projecting signs shall be placed only on a ground floor facade, except for businesses located above the ground level with direct exterior pedestrian access.

b. Projecting signs shall not extend more than eight (8) feet from the building wall except where the sign is an integral part of an approved canopy or awning.

c. Projecting signs shall comply with the height and area requirements established in Section 20-9-60.

d. Sign supports and brackets shall be compatible with the design and scale of the projecting sign.

(6) Temporary Signs. A temporary sign is any sign or sign structure which is not permanently affixed or installed, and is intended to be displayed for limited periods only.

a. Temporary signs shall comply with provisions for temporary construction announcement signs, farm product signs, model home signs, political signs, poster signs, real estate signs, special event signs, window signs, and garage, estate and yard sale signs and other signs of a temporary nature, as applicable, in Section 20-9-10.

b. Temporary signs shall comply with the height and area requirements established in Section 20-9-60.

(7) Wall Signs. A wall sign is any sign painted on, incorporated in or affixed to the building wall, or any sign consisting of cut-out letters or devices affixed to the building wall with no background defined on the building wall.

a. No part of a wall sign shall be located more than twenty-five (25) feet above grade level. The sign shall not be placed to obstruct any portion of a window, doorway or other architectural detail, and not be higher than the eave line of the principal building.

b. Wall signs shall comply with the height and area requirements established in Section 20-9-60.

c. No wall sign part, including cut-out letters, may project from the surface upon which it is attached more than required for construction purposes and in no case more than eighteen (18) inches.

(8) Window Signs. A window sign is a sign that is applied or attached to a window or that can be read through the window from the public right-of-way, placed at or below the second floor level.

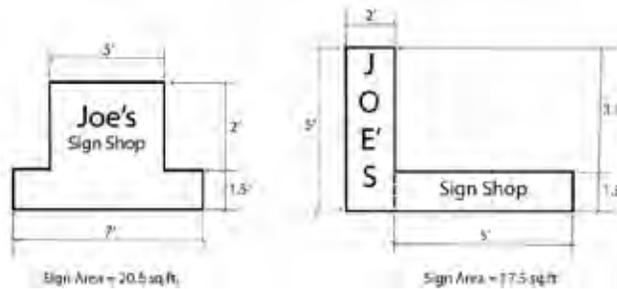
a. A window sign may be permanent or temporary. Only one (1) permanent window sign is permitted per window or door. Multiple temporary window signs are permitted and are exempt from a sign permit, subject to Section 20-9-10.

b. Window signs shall comply with the height and area requirements established in Section 20-9-60. (Ord. 1110 §1, 2010)

Sec. 20-9-40. Sign measurement.

Sign measurement shall be subject to the following provisions: Sign area shall be measured using standard mathematical formulas, as shown in Figure 9-2, Sign Area Measurement.

**Figure 9-2
Sign Area Measurement**



(1) Supporting framework or bracing that is clearly incidental to the sign face shall not be computed as sign area.

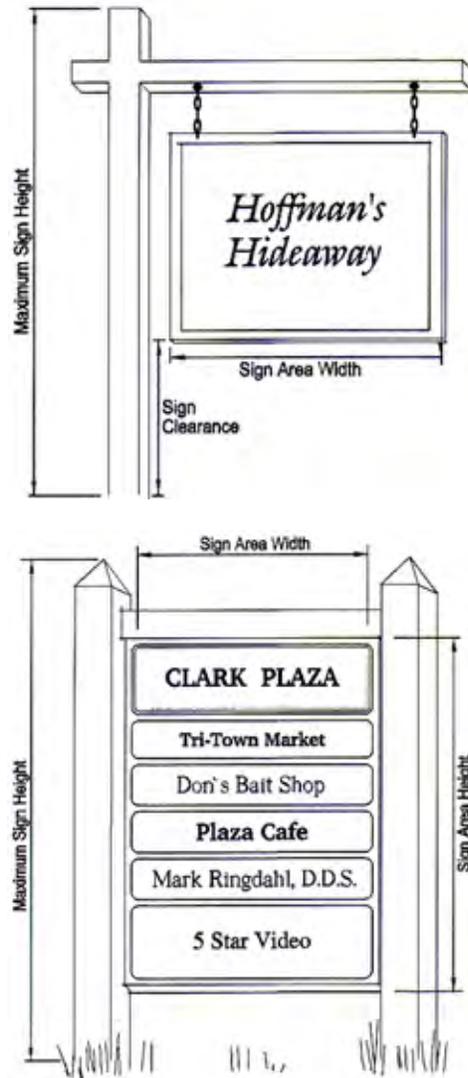
(2) Back-to-back signs shall be regarded as a single sign only if mounted on a single structure, and the distance between each sign face does not exceed two (2) feet.

(3) Where a sign consists of one (1) or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture), the sign area shall be measured as their maximum projection upon a vertical plane. Signs with three-dimensional objects shall not exceed a projection of six (6) inches from the sign face.

(4) If a sign is attached to a wall, only that portion of the wall onto which the sign face or letters are placed shall be calculated in the sign area.

(5) The height of a sign shall be measured from the highest point of a sign to the ground surface beneath it, as shown in Figure 9-3, Sign Measurement Details. When berms are used in conjunction with signage, the height of the sign shall be measured from the mean elevation of the fronting street.

Figure 9-2
Sign Measurement Details



(Ord. 1110 §1, 2010)

Sec. 20-9-50. Sign design.

Sign design shall be subject to the following provisions:

(1) Signs shall be made by a professional sign company or other qualified entity, and be constructed of durable architectural materials.

(2) The scale of signs shall be appropriate for the building on which they are placed and the area in which they are located. Signs shall not visually overpower nor obscure architectural features. Building signs shall be harmonious in scale and proportion with the building facade.

(3) Signs shall be designed to complement or enhance the other signs for a building. Whenever possible, signs located on buildings with the same block face shall be placed at the same height, in order to create a unified sign band.

(4) The design of the sign including copy, lettering size and style, and colors shall logically relate to the average speed of the traffic which will see it. Signs shall legibly convey their messages without being distracting or unsafe to motorists reading them.

(5) Colors shall be selected to contribute to legibility and design integrity. Sign colors shall complement the colors used on the structures and the project as a whole. Colors or color combinations that interfere with legibility of the sign copy or that interfere with viewer identification of other signs shall be avoided.

(6) All illuminated signs shall have their lighting directed in such a manner as to illuminate only the face of the sign. Signs shall be illuminated in a way that does not cause glare onto the street and adjacent properties. Signs shall be illuminated only to the minimum level for nighttime readability. All illuminated signs shall meet all applicable electrical codes and the electrical components used shall bear the label of an approval agency.

(7) Freestanding signs shall be landscaped at their base in a way harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer.

(8) No sign shall be erected within the road right-of-way or near the intersection of any roads or driveways in such a manner as to obstruct free and clear vision of motorists or pedestrians or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. Signs located at an intersection must be outside of the vision clearance triangle. (Ord. 1110 §1, 2010)

Sec. 20-9-60. Regulations specific to zoning districts.

Signs in agricultural, residential, business and industrial zoning districts shall be subject to the following provisions:

(1) Urban Agricultural (UA) Zoning District Signs. Signs in the UA zoning district may include and shall be limited to those indicated on Table 9-1, UA Zoning District Signs.

**TABLE 9-1
UA Zoning District Signs**

<i>Sign Type</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Minimum Setback</i>
Freestanding Identification Sign	1 per principal use	64 square feet	12 feet	Equal to height of sign
Temporary Sign	2 per street frontage, unless specified otherwise in Section 20-9-10 (Exempt Signs)	64 square feet, unless specified otherwise in Section 20-9-10 (Exempt Signs)	8 feet, unless specified otherwise in Section 20-9-10 (Exempt Signs)	Not less than 5 feet from any property line

(2) Residential Zoning District Signs. Signs in residential zoning districts (ER-1, R-1, R-2, R-3, R-4) may include and shall be limited to those on Table 9-2, Residential Zoning District Signs.

**TABLE 9-2
Residential Zoning District Signs**

<i>Sign Type</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Minimum Setback</i>
Freestanding Identification Sign	1 per principal attached or detached single-family building, per street frontage	2 square feet	4 feet	Equal to applicable building setback requirements
	1 per principal multi-family building, per street frontage	24 square feet	5 feet	Not less than 5 feet from any property line
	2 per subdivision entrance (monument sign only)	15 square feet	6 feet	Equal to height of sign
Temporary Sign	2 per street frontage, unless specified otherwise in Section 20-9-10 (Exempt Signs)	16 square feet, unless specified otherwise in Section 20-9-10 (Exempt Signs)	6 feet, unless specified otherwise in Section 20-9-10 (Exempt Signs)	Not less than 5 feet from any property line

(3) Business and Industrial Zoning District Signs. Signs in business (T, B-1, B-2) and industrial (BP and I) zoning districts may include and shall be limited to those on Table 9-3, Business and Industrial Zoning District Signs.

a. More than one sign type may be permitted per site or occupancy, up to a maximum of three (3) sign types, excluding temporary signs.

b. The total sign area for all allowable signs shall not exceed three hundred (300) square feet of sign area for each site or occupancy, excluding off premise advertising signs.

c. No pole sign may be located within one hundred (100) feet of any residential zoned property.

**TABLE 9-3
Business and Industrial Zoning District Signs**

<i>Sign Type</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Minimum Setback</i>
Freestanding Identification Sign	Monument Sign: 1 per entrance	64 square feet	15 feet for lots w/less than 150 lineal feet of frontage; 1 additional foot of height is permitted for each additional 10 lineal feet of lot frontage, up to a maximum height of 30 feet	Equal to height of sign
	Pole Sign: 1 per street frontage	300 square feet	40 feet	Equal to building setback
	Pole Sign adjacent to interstate highway: 1 per principal use, or 1 off-premises advertising sign per 300 lineal feet of	480 square feet/face	40 feet; except 100 feet is permitted within a corridor along the I-76 Highway south of the South Platte River and north of West	Equal to building setback

	primary arterial street frontage		Riverview Avenue, East Riverview Avenue, and East River Avenue (extended)	
	Wall Sign: Unlimited. Within allowed maximum area	3 square feet of sign area for each lineal foot of lot frontage, up to a maximum of 300 square feet	25 feet and not higher than the eave line of the principal building	Not applicable
	Canopy or Awning Sign: 1 per building tenant	240 square feet	No higher than roof or parapet line	0 feet
	Projecting Sign: 1 per building entrance	4 square feet	No higher than roof or parapet line	0 feet
	Window Sign: 1 per window or door	25% of the window or door area	Not applicable	Not applicable
Temporary Sign	2 per street frontage, unless specified otherwise in Section 20-9-10 (Exempt Signs)	64 square feet, unless specified otherwise in Section 20-9-10 (Exempt Signs)	8 feet, unless specified otherwise in Section 20-9-10 (Exempt Signs)	Not less than one foot from any property line

(Ord. 1110 §1, 2010)

Sec. 20-9-70. Installation of signs.

Installation of signs shall be subject to the following provisions:

- (1) All signs shall be mounted so that the method of installation is concealed.
- (2) Projecting signs shall be mounted so they generally align with others in the block.
- (3) No trees, shrubs or other vegetation shall be removed, trimmed, damaged or destroyed for the purpose of increasing or enhancing the visibility of any sign, unless the work is done pursuant to:
 - a. The written authorization of the governmental entity having jurisdiction over the public right of way; or
 - b. The written authorization of the property owner. (Ord. 1110 §1, 2010)

Sec. 20-9-80. Maintenance of signs.

Maintenance of signs shall be subject to the following provisions:

- (1) All signs and all components thereof, including sign structures and sign faces, shall be kept neatly painted, in a good state of repair and in compliance with all building and electrical codes. The Director may inspect any sign governed by this Chapter and shall have the authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

(2) The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including any illumination sources in neat and orderly condition, and in a good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The sign must also be in compliance with all building and electrical codes.

(3) The owner of any sign regulated by this Chapter shall be required to keep signs and supporting hardware, including temporary signs and time/temperature signs structurally safe, clean, free of visible defects and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.

(4) It shall be the responsibility of the owner of time and temperature signs to maintain such signs and ensure that they are kept accurate. If these conditions are not met, the sign shall be repaired or removed.

(5) Any legally established nonconforming sign shall be permitted without alteration in size or location, unless movable or unattached. If such sign is damaged or dilapidated to an extent of more than fifty percent (50%) of its replacement cost at the time of damage or repair, as determined by the Director, it shall not be rebuilt; provided, however, that nothing herein shall prevent maintenance, repainting or normal repair of legally established nonconforming signs. (Ord. 1110 §1, 2010)

Sec. 20-9-90. Removal of signs.

Removal of signs shall be subject to the following provisions:

(1) Whenever any sign is no longer functional or is abandoned, the sign shall be removed by the person or entity owning or having possession over the real property and/or sign within ninety (90) days after such abandonment. Signs shall be considered no longer functional and abandoned when such sign is materially obstructed from view, when its essential elements are no longer readable, or when a condition of dilapidation is in evidence.

(2) Whenever a business, industry, service or other use is discontinued, the sign pertaining to the use shall be removed by the person or entity owning or having possession over the real property and/or sign within ninety (90) days after the discontinuance of such use.

(3) The Director may cause the removal of any sign within the public right-of-way or on property that is otherwise abandoned that has been placed there without first complying with the requirements of this Chapter. Whenever any movable or unattached sign is installed or maintained in violation of this Chapter, said sign may be removed by action of the Director after due notice is given to the person in interest.

(4) Signs removed in compliance with this Article shall be stored by the Director for thirty (30) days, during which they may be recovered by the owner only upon payment to the applicable jurisdiction for costs of removal and storage. If not recovered within the thirty-day period, the sign and supporting structure shall be declared abandoned and title shall vest with the applicable jurisdiction. The costs of removal and storage (up to thirty [30] days) may be billed to the owner. If not paid, the applicable costs may be imposed as a tax lien against the real property. (Ord. 1110 §1, 2010)

ARTICLE 10

Definitions

Sec. 20-10-10. Usage.

For the purposes of this Chapter and when not inconsistent with the context:

- (1) The particular controls the general.
- (2) In case of any difference of meaning or implication between the text of this chapter and the captions for each article, the text shall control.
- (3) The word *shall* is mandatory unless the context clearly indicates the contrary. The word *may* is permissive.
- (4) Words used in the present tense include the future, unless the context clearly indicates the future tense.
- (5) Words used in the singular number include the plural, and words used in the plural number include the singular, unless the context clearly indicates the contrary. (Ord. 1110 §1, 2010)

Sec. 20-10-20. Words and terms.

As used in this Chapter, the following words shall be interpreted and defined in accordance with the provisions of this Chapter.

Accessory structure or use means any use, building, structure or improvement which is conducted and operated in conjunction with a principal use and which constitutes only a clearly incidental or clearly insubstantial part of the total activity that takes place on a lot, or is commonly associated and integrally related with the principal use.

Alley means a minor way which is used primarily for vehicular service access to the rear or side of properties otherwise abutting on a street.

Appeal means a request for review of the Director's interpretation of any provision of this Chapter or a request for a variance.

Applicant means the owner of land or his representative, or any other person legally entitled to request an approval under this Chapter, including a tenant of property and the prospective purchase of property, where applicable.

Building means any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind and not including advertising sign boards or fences.

Building height means the vertical distance as measured from the average finished grade (see *grade*) at the building to the highest point of the roof surface exclusive of ventilators, pipes, spires, cupolas, chimneys or other appurtenances.

Child care center means a building or part thereof including the lot devoted to the care and/or education of persons at a location away from home for less than twenty-four (24) hours of care per day and not including overnight accommodation or overnight sleeping. This definition encompasses facilities generally known as adult day care center, child care center, pre-school, kindergarten, nursery school, and similar programs and facilities, but does not include family child care home. See definition of *family child care home*.

City means the City of Fort Morgan, Colorado.

City Clerk means the City Clerk of the City.

City Council means the City Council of the City.

City Engineer means the City Engineer of the City.

City Manager means the City Manager of the City.

Common open space means that portion of land within a subdivision or development that is shared by one (1) or more property owners for passive or active recreational purposes.

Comprehensive Plan means the Comprehensive Plan as adopted by the City, and which includes any unit or part of such plan separately adopted and any amendment to such plan or parts thereof.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Director means the individual appointed by the City Manager as the Community Development Director or his or her designee.

Dwelling means any building or portion thereof which is used as a private residence or living quarters, but not including hotels, motels, hospitals or similar uses.

Dwelling, multiple-family means a building occupied by three (3) or more families living independently of each other, but not including motels or hotels.

Dwelling, single-family means a building having accommodations for and occupied exclusively by one (1) family.

Dwelling, two-family means a building having accommodations for and occupied exclusively by two (2) families living independently of each other.

Dwelling unit means any structure or part thereof, designed to be occupied as the living quarters of a family and not having more than one (1) kitchen.

Easement means a right to land generally established in a real estate deed or on a recorded plat to permit the use of land by the public, a corporation or particular persons for specified uses.

Family means a group of persons meeting the conditions in any subparagraph below. Notwithstanding any definition provided below, a family shall not include more than one (1) person required to register as a sex offender pursuant to Section 18-3-412.5, C.R.S., unless related by blood, marriage, adoption or legal custody.

a. A group of persons living together in a dwelling who are related by blood, marriage, adoption or legal custody, and a reasonable number of domestic servants.

b. A group of no more than four (4) unrelated persons living together in a dwelling and who share the use and cost of common facilities.

c. A group of no more than eight (8) persons living together in a dwelling who are not related by blood, marriage, adoption or legal custody if the occupants are handicapped persons as defined in Title III of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, or disabled persons as defined by Section 24-34-301, C.R.S., and including any additional persons employed in the care and supervision of such handicapped or disabled persons.

d. A foster family with any number of unrelated foster children who have been adjudicated delinquent or delinquent and neglected pursuant to the Colorado Children's Code, Title 19, C.R.S., and placed with the foster family by the State or its agent.

Family child care home means an occupied dwelling in which a person provides day care for children other than his or her own family and the children of close relatives. Such care in a family child care home is limited to less than twenty-four (24) hours of care per day. A *small family child care home* is limited to six (6) or fewer children plus two (2) before and after school aged children (five [5] to eighteen [18] years of age), and a *large family child care home* is limited to twelve (12) or fewer children, including children living in the home and children of close relatives cared for in the home, subject to the Child Care Licensing Act, Section 26-2-101, et. seq., C.R.S. See the definition of *child care center*.

Grade is determined by averaging the finished ground level of the center of each side of the building.

Gross floor area means the total areas of a building inclusive of entrances, hallways, stairways and other accessory areas used for ingress and egress.

Group home, large means residential occupancy of a structure by a group of more than eight (8) persons unrelated by blood, marriage, adoption or legal custody that receive care, training or treatment and any supervisory employees of caregivers that may or may not reside at the site.

Group home, small means residential occupancy of a structure by a group of no more than eight (8) persons unrelated by blood, marriage, adoption or legal custody (other than a family as defined in this Section) that received care, training or treatment inclusive of supervisory employees or caregivers that may or may not reside at the site. A small group home shall not include a homeless shelter or a home for persons who are under court supervision for any purpose.

Home business means a home occupation that allows for more intensive uses by special use permit, typically involving the need for nonresident employees, and additional off-street parking.

Home occupation means a use conducted principally within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof.

Improvements means street grading, street surfacing and paving, curb and gutters, street lights, street signs, sidewalks, water mains and lines, water meters, fire hydrants, sanitary sewers, storm drainage facilities, culverts, bridges, public utilities or other such installations as designated by the City Council.

Lot means a portion or parcel of land (whether a portion of a platted subdivisions or otherwise) occupied or intended to be occupied by a building or use and its accessories, together with such yards as are required under the provisions of this Chapter, having not less than the minimum area and width required by this Chapter for a lot in the zoning district in which such land is situated, and having frontage on a street or on such other means of access as permitted in accordance with the provisions of this Chapter.

Lot area means the total area within the property lines for the lot, excluding adjacent rights-of-way.

Lot, corner means a lot situated at the junction of two (2) or more streets, but not including a *reversed corner lot* as defined herein.

Lot, double frontage means a lot having a frontage on two (2) nonintersecting streets.

Lot, interior means a lot other than a corner lot.

Lot line, also property line, means the lines bounding a lot as herein defined.

Lot line, front shall mean that property line dividing a lot from a street or avenue, and on a corner lot, only one (1) street or avenue line shall be considered as a front lot line and the short lot line coincident with a street or avenue line shall be considered the front lot line.

Lot, reversed corner means a corner lot, the side street line of which is substantially a continuation of the front lot line of the first lot to its rear unbroken or uninterrupted by a street or alley.

Lot, reverse frontage means a lot which extends continuously between two parallel (or approximately parallel) streets bounding a block. A block containing reverse frontage lots is composed of one (1) tier of lots rather than the standard two (2) tiers.

Lot, width of means the distance parallel to the front lot line measured between side lot lines where the lot is most narrow.

Manufactured home means a single-family dwelling which is partially or entirely manufactured in a factory; is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; is installed on an engineered permanent perimeter foundation; has brick, wood or cosmetically equivalent exterior siding and a pitched roof; conforms to the City Building Code; and is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. § 5401, et seq., as amended.

Mobile home means any vehicle or similar portable structure originally constructed to have no foundation other than wheels, jacks or skirtings and so designed or constructed to permit occupancy as living or sleeping quarters.

Mobile home park means a tract of land which has been developed with all necessary facilities and services meeting all legal requirements and which is intended for the purpose of providing a site for three (3) or more manufactured homes, manufactured dwellings or mobile homes for human habitation, either free of charge or for revenue purposes, including any building, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park.

Nonconforming building or structure means a building or structure legally built prior to the effective date of this Chapter or any amendment thereto, which does not conform with the regulations of the district in which it is located.

Nonconforming use means land or a building lawfully established prior to the effective date of this Chapter or any amendment thereto, by a use which does not conform with the regulations of the district in which it is located.

Off-street parking space means the space required to park one (1) passenger vehicle outside of the public right-of-way.

Parcel means a contiguous quantity of land held under common ownership.

Patio home means a single-family detached or attached structure in a planned subdivision, with exterior maintenance and landscaping provided through an association fee.

Permitted use or use by right means a use which is listed as a use permitted by right in any given zone district in this Chapter. Uses permitted by right are not required to show need for their location.

Plan, sketch means the map or maps of a proposed subdivision, drawn and submitted in accordance with the requirements of this Chapter, to evaluate feasibility and design characteristics at an early stage in the planning of a subdivision.

Planned Unit Development (PUD) means a development of land in a manner which allows, in conformance with this Chapter, the following: a variety of uses, for which land may be developed in order to allow for uniqueness and overall flexibility of development in special instances as may be approved by the City Council. A Planned Unit Development is a land area within which lots, structures, densities, and land uses may be established by the City Council in conformity with an approved plan for the entire tract or land area.

Planning Commission means the Planning Commission of the City.

Plat means a map of land thereon described and prepared as an instrument for recording which depicts the boundaries of real estate interests.

Plat, final means a map or maps of certain described land prepared by a Colorado registered surveyor in accordance with this Chapter and which is to be used as an instrument for the recording of real estate interests.

Plat, preliminary means the preliminary map of a proposed subdivision, drawn and submitted in accordance with the requirements of this Chapter.

Principal use means the main purpose for which a building, structure or lot is designed, arranged or intended, or for which may be occupied or maintained under this Chapter. The use of any other building, structure and/or land on the same lot and incidental or supplementary thereto and permitted under this Chapter shall be considered an accessory use.

Public hearing means a legally advertised meeting held by the Planning Commission, City Council or Board of Adjustment, at which time opinions may be voiced concerning the subject of the hearing and is considered a quasi-judicial matter.

Rezoning means an amendment to the official zoning map to effect a change in the nature, density, or intensity of uses allowed on a specific parcel or land area.

Right-of-way means the entire dedicated tract or strip of land, a portion of which is to be used by the public for circulation or utilities.

Rooming or boarding house means a building other than a hotel where, for compensation and by pre-arrangement for definite periods, lodging or lodging and meals are provided for three (3) or more persons, but not exceeding twenty (20) persons; provided that such persons are not members of the owner or operator's immediate family.

Screening means protecting an area of land from the adverse visual and audible effects of another area.

Setback means the distance extending across the full width or depth of the lot between the designated lot line and the nearest line or point of a building or structure.

Sign means any written announcement, declaration, demonstration, display, illustration, insignia or illumination used to identify a premises or to advertise or promote the interests of any person or commercial activity which is displayed or placed out of doors in view of the general public, and shall include every detached sign or billboard and every sign attached to or forming a component part of any marquee, canopy, awning, street clock, pole, parked vehicle or other object, whether stationary or movable.

Sign, animated is any sign which includes action or motion.

Sign, canopy is a sign attached to or constructed in or on a building face over a public right-of-way and constructed of some durable materials such as metal, glass or plastic.

Sign face means the surface of a sign upon, against or through which the message is displayed or illustrated.

Sign, freestanding means a sign erected on a freestanding frame, mast or pole and not attached to any building.

Sign, legal nonconforming means any sign which is lawfully erected and maintained prior to the enactment of this Chapter.

Sign, projecting means a sign, other than a wall sign, which is attached to and projects from a structural building face.

Sign, wall means a sign attached to or erected against a wall of a building, with a face parallel to the building wall and extending not more than one (1) foot therefrom.

Site development means all construction and improvements on any parcel, lot or tract of property within the City and on any structure (other than normal maintenance or repair allowed for nonconforming uses), including but not limited to substantial clearing, grading, filling or excavation, streets and roads, drainage, utilities, parking lots and structures, landscaping, building, building additions or alternations, parking lot lights, street lights, signs and erection or moving of structures. *Site development* also includes all property development for which approval is sought pursuant to Article 3 of this Chapter. The Director shall have authority to determine whether an activity constitutes *site development*. Such determination may be appealed to the Planning Commission.

Site specific development plan means a plan which has been submitted to the City describing with reasonable certainty the type and intensity of use for a specific parcel of property for which the landowner requests the creation of vested rights. Such a plan may be in the form of, but need not be limited to, any of the following final plans or approvals: a planned unit development, a subdivision plat, a specially planned area, a planned building group, a general submission plan, a special use plan, a development agreement or any other final land use approval designation. To result in the creation of vested property rights, a site specific development plan must be approved by City Council after conducting a public hearing thereon at the final approval step, irrespective of its title, which occurs prior to building permit application.

Special use (formerly *special exception use*) means a use allowed in the indicated zoning district only with permission by the City Council.

Street means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street, arterial means a street designed to carry greater volumes of traffic at higher speeds or longer distances, generally between major highways.

Street, collector means a street designed to carry traffic between areas of concentrated population or activity, generally leading to arterial streets or major highways.

Structurally altered means changes which increase, extend or enlarge the building or convert the existing building into different structure or affect the form or character of an existing building or structural quality.

Structure means anything constructed or erected on the ground or attached to the ground, but not including fences or walls used as fences less than six (6) feet in height, poles, lines, cables or other transmission or distribution facilities of public utilities.

Structure, principal means a building or structure in which is conducted the main or primary use of the lot on which said building or structure is situated. Where a part of an accessory structure is attached to

the principal structure in a substantial manner, such as by a roof, such accessory structure shall be considered a part of the principal structure.

Subdivider or developer means any person, firm, partnership, joint venture, association or corporation who shall participate as owner, promoter, developer or sales agent in the planning, platting, development, promotion, sale or lease of a subdivision, site specific development plan or planned unit development.

Subdivision or subdivided land means any single parcel of land in the City which is divided into two (2) or more parcels, separate interests or interests in common; unless the method of disposition is adopted for the purpose of evading this Article, the terms *subdivision* and *subdivision land* shall not apply to any division of land which:

- a. Creates parcels of land, such that the land area of each of the parcels, when divided by the number of interests in any such parcel, results in thirty-five (35) or more acres per interest;
- b. Is created by order of any court in this State or by operation of law;
- c. Is created by a lien, mortgage, deed of trust or any other security instrument;
- d. Is created by a security or unit of interest in any investment trust regulated under the laws of this State or any other interest in an investment entity;
- e. Creates cemetery lots;
- f. Creates an interest or interests in oil, gas and other minerals, or water which are now or hereafter severed from the surface ownership of real property;
- g. Is created by the acquisition of an interest in land in the name of a husband and wife or other persons in joint tenancy or as tenants in common and any such interest shall be deemed for purposes of this subsection as only one (1) interest;
- h. Is created by or for the conveyance of real property to the City in satisfaction of land dedication, subdivision, annexation or other City requirements; or to a public entity having the power of eminent domain;
- i. Is a result of an estate proceeding; or
- j. Is a division of land determined by the City Council not to be within the intent and scope of this Chapter.

Subdivision or Site Improvements Agreement (S.I.A.) means one (1) or more contracts or agreements that include security arrangements which may be accepted by the City to secure the construction of such public improvements within the subdivision or site, and shall include collateral, such as, but not limited to, performance or property bonds, private or public escrow agreements, loan commitments, assignments of receivables, liens on property, deposit of certified funds, letters of credit or other similar surety agreements.

Telecommunications facility means a facility, site or location that contains one (1) or more antennas, telecommunications towers, alternative support structures, satellite dish antennas, other similar

communication devices and accessory equipment which is used for transmitting, receiving or relaying telecommunications signals, whether electromagnetic or electro-optic. This use is not required to be located on a building lot or to comply with the minimum lot size requirement for the district in which it is located. Multiple facilities may be located on one (1) site (also known as colocation), provided that the facilities are each approved through special use review, or that they can meet the exemption listed in Section 20-5-20 of this Chapter.

Temporary use means a use, building or structure which is established for a fixed-period of time or seasonal in nature and which is consistent and compatible with the purpose, intent and land uses authorized within the zoning district in which such temporary use is located.

Variance means a grant of relief from the requirements of this Chapter which permits development or construction in a manner that would otherwise be prohibited by this Chapter.

Vested property right means the right to undertake and complete the development and use of property under the terms and conditions of a site specific development plan.

Vision clearance area means a triangular space at the intersection of a street corner, alley, private drive or driveway free from any kind of obstruction to vision.



Yard means an open space on the same lot with a building, occupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

Yard, front means a yard extending across the full width of a lot between the side lot lines and being the minimum horizontal distance between the front lot line and the nearest point of the principal building or structure or any projections thereof other than the projections of unenclosed balconies or open porches.

Yard, rear means a yard extending across the rear of a lot, measured between the side lot lines, and being the minimum horizontal distance between the rear lot line and the nearest point of the principal building or structure including any projections to unenclosed balconies or unenclosed porches. On corner lots, the rear yard shall be considered as parallel to the street upon which the lot has its least dimension. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, side means a yard between the principal building or structure and the side line of the lot, and being the minimum horizontal distance between the side lot line and the nearest point of the principal building or structure or any projections thereof other than the projections of unenclosed balconies or open porches.

Zoning district or *district* means a section or sections of the City for which regulations governing the use of buildings and premises, the height of buildings, the size of yards and the intensity of use are uniform.

Zoning Map, Official means the Official Zoning Map as adopted by the City, graphically identifying the location of zoning districts. (Ord. 1110 §1, 2010; Ord. 1132 §2, 2012)

APPENDIX

Appendices

Appendix 20-A	Forms of Certificate
Appendix 20-B	Subdivision Improvements Agreement
Appendix 20-C	Fee Schedule (Placeholder)

**APPENDIX 20-A
FORMS OF CERTIFICATE**

DEDICATION CERTIFICATE

THE UNDERSIGNED AS OWNER(S), HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER THE DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF [NAME OF SUBDIVISION] A PART OF THE CITY OF FORT MORGAN, COLORADO AND BY THESE PRESENTS DO DEDICATE TO THE CITY OF FORT MORGAN ALL THOSE TRACTS AND LOTS IDENTIFIED FOR PUBLIC PURPOSES AND USES, AND TO THE CITY AND TO THOSE MUNICIPALLY OWNED AND / OR MUNICIPALLY FRANCHISED UTILITIES THOSE PORTIONS OF REAL PROPERTY SHOWN AS UTILITY EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL SERVICES. THIS DEDICATION INCLUDES BUT IS NOT LIMITED TO TELEPHONE AND ELECTRIC LINES, GAS LINES, WATER AND SANITARY SEWER LINES, HYDRANTS, STORM WATER SYSTEMS AND PIPES, DETENTION PONDS, STREET LIGHTS AND ALL APPURTENANCES THERETO.

SURVEYOR CERTIFICATE

I, _____, a duly registered land surveyor in the State of Colorado, do hereby certify that this plat of truly and correctly represents the results of a survey made by me or under my direct supervision.

Surveyor

(Surveyor's stamp shall appear with this certificate.)

PLANNING COMMISSION CERTIFICATE

Recommends approval this _____ day of _____, 20 _____,
City Planning Commission, Fort Morgan, Colorado

Chairman

CITY COUNCIL CERTIFICATE

Approved this _____ day of _____, 20 _____, by the City Council, Fort Morgan, Colorado. This approval does not guarantee that the size or soil or flooding conditions of any lot shown hereon such that a building permit shall be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be financed by others and not the City of Fort Morgan.

Attest: _____
City Clerk

Mayor

CITY CLERK'S CERTIFICATE

State of Colorado)
) ss.
County of Morgan)

I hereby certify that this instrument was filed in my office at _____ o'clock, _____,
20 _____, and is duly recorded.

City Clerk

COUNTY CLERK & RECORDER CERTIFICATE

State of Colorado)
) ss.
County of Morgan)

I hereby certify that this instrument was filed in my office at _____ o'clock, _____,
20 _____, and is duly recorded.

County Clerk & Recorder

By _____
Deputy

(Ord. 1110 §1, 2010)

APPENDIX 20-B
CITY OF FORT MORGAN, COLORADO SUBDIVISION IMPROVEMENTS AGREEMENT
FOR THE _____ PROJECT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between _____, whose address is _____, sometimes hereinafter referred to as "Owner," and the City of Fort Morgan, a municipal corporation of the State of Colorado, the address of which is Box 363, Fort Morgan, Colorado 80723, sometimes hereinafter referred to as "Fort Morgan" or "City", together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located within Fort Morgan and described in **Exhibit A** attached hereto, and Owner has submitted an application for development of said property known as _____ (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project certain Public Improvements (sometimes hereinafter referred to as "Improvements") and certain private Improvements must be completed as more fully set forth on **Exhibits B, C, D and E** and the Engineering Plans attached hereto; and

WHEREAS, Fort Morgan and Owner recognize the need for Public Improvements and exactions and agree that said Public Improvements and exactions are roughly proportional to the need created by the Project; and

WHEREAS, Fort Morgan and Owner desire to evidence their agreement regarding the construction of said Improvements.

NOW, THEREFORE, the Parties agree as follows:

1. Legal Description. This Agreement pertains to Public Improvements to be constructed for the property legally described in **Exhibit A** attached hereto.

2. Exhibits and Inclusions. This Agreement includes the following **Exhibits** which are attached hereto and incorporated herein by this reference:

- **Exhibit A:** Legal Description of the Project
- **Exhibit B:** Improvements Quantities and Cost Estimates (including both Public Improvements and private improvements)
- **Exhibit C:** Improvements Location Map, showing location of site improvements, including both Public Improvements and private Improvements, as set forth in the Engineering Plans ("Engineering Plans") submitted to the City of Fort Morgan, dated _____, and included as a part of this Agreement.
- **Exhibit D:** Landscaping Quantities and Costs Estimate
- **Exhibit E:** Landscaping Improvements Location Map
- **Exhibit F:** Declaration of Covenants, Conditions and Restrictions and/or Common Interest Community Declaration
- **Exhibit G:** Site Plan of the Project

3. Public Improvements. It is intent of this Agreement to provide for construction of the Public and private Improvements described in **Exhibits B, C, D and E** and the Engineering Plans. It is understood by the Parties that the descriptions of Improvements contained herein are general in nature, and that reasonable modifications of the scope, nature, costs, and similar aspects of such Improvements may be necessary to secure approval of the final design of such Improvements.

- a. The quantities and locations of the Improvements are based on information that was available at the time of development approval for the Project. Additional Improvements may be required upon submittal of a building permit application or as conditions change in the field. At that time, the Owner shall be responsible for submitting revisions to its final plans as approved by Fort Morgan. The actual quantities and locations of the improvements will be determined by Fort Morgan based on the approved plans.
- b. Before beginning any construction of any Improvements, the Owner shall submit final construction plans for all such Improvements. The Owner agrees that construction of said Improvements shall conform to the requirements of the approved plans and permits.

4. Drainage Improvements. The Owner has submitted a GRADING DRAINAGE PLAN, prepared by _____ dated _____ for drainage Public Improvements to City. The Owner shall install and pay for all drainage Improvements described in a drainage study submitted by the Owner and approved by Fort Morgan. No application to undertake construction in a public right-of-way or public easement shall be submitted or approved until the final drainage report and construction plans have been approved by Fort Morgan.

5. Rights-of-Way and Easements. It is the intent of the Parties by this Agreement to provide for all necessary rights-of-way and easements in conjunction with the installation of the public Improvements required by Fort Morgan. The Owner agrees to dedicate said rights-of-way and easements on or before recording of the final plat or equivalent final approval for the Project.

6. Street Name Signs. All public street name signs, traffic signs and streetlights shall be supplied at the Owner's expense. All signs shall conform to Fort Morgan's requirements. The Owner shall install the signs at locations directed by Fort Morgan at no cost to Fort Morgan.

7. Owner's Costs. Except as otherwise expressly provided in this Agreement, Owner agrees to provide and pay for all labor, materials, tools, supplies, equipment, water, light, power, transportation, services and all other facilities and things necessary for the execution and satisfactory completion of the Improvements described herein in accordance with the plans, drawings and specifications for such Improvements as approved by Fort Morgan. The costs for which Owner shall be responsible shall also include the Project utilities study, grading drainage plan, or report, survey, preliminary design, final design, construction, construction inspection, performance guarantee, and the preparation of as-built drawings and reasonable administrative and legal expenses attributable to the Improvements to be constructed.

- a. For purposes of this Agreement, the term "Improvements" shall include all Improvements set forth in **Exhibits B, C, D, E** and the Engineering Plans, and as shown or referenced on the final plat or other applicable final development approval document.

8. Completion. Except as otherwise expressly provided in this Agreement, all Improvements shall be completed in accordance with the plans, drawings, and specifications, as approved by Fort Morgan, before any unit may be approved for occupancy or any lot may be sold. Owner agrees to pave all interior streets and off-street parking, public rights-of-way, and where applicable, pedestrian pathways, in conformity with the applicable final development approval and the time limits set forth in this Agreement. All Improvements shall be designed and constructed as set forth in this Agreement, in compliance with the ordinances, rules and regulations of Fort Morgan and in compliance with applicable state and federal law. All Improvements shall be completed within two (2) years after final Project approval by Fort Morgan, unless the Project is specifically approved as a phased project. Extension of time for completion of Improvements may be granted by Fort Morgan in writing for good cause shown. "Good cause" shall be determined by Fort Morgan.

9. Plans and Drawings. Owner will furnish Fort Morgan, free of charge, four (4) copies of all plans, drawings and specifications, including supplemental drawings, relating to Improvements, and a Mylar and three (3) copies showing them in their as-built locations within three (3) months of completion of the Improvements. Owner shall pay the cost of transferring and posting the "as-built" drawings to Fort Morgan's records. The plans, drawings, and legal descriptions shall be prepared and certified by a qualified engineer in accordance with the requirements of Fort Morgan and prior to Fort Morgan's accepting the Improvements. If needed due to revisions an amended final plat showing all Improvements as existing shall be submitted within three (3) months of completion of the "as built" drawings of the Improvements. The information required by this Paragraph shall be submitted in digital form acceptable to the City.

10. Materials and Workmanship. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by the City), Owner shall furnish Fort Morgan for its approval the name of the manufacturer of equipment and materials which it contemplates incorporating in the work. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by Fort Morgan. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used without Fort Morgan's approval shall be at the risk of subsequent rejection.

11. Permits and Easements. Owner shall furnish all land boundary surveys. Permits, licenses and rights-of-way of a temporary nature necessary for the construction of Improvements shall be secured and paid for by Owner. Permits, licenses and easements of a permanent nature shall also be secured and paid for by Owner.

12. Protection. Owner, at its expense, shall continuously maintain adequate protection of all Improvements and adjacent properties from damage prior to acceptance by Fort Morgan and shall protect Fort Morgan's property from injury and loss arising in connection with this Agreement. Owner shall make good any such damage, injury or loss except such as may be caused directly by authorized agents or employees of Fort Morgan. Owner shall adequately protect adjacent property and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

13. Indemnification. Owner hereby expressly binds itself to indemnify and save harmless Fort Morgan and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought, against them or any of them for, or on account of, any injury or damage received or sustained by any person, firm or corporation, or persons, firms or corporations, in connection with, or on account of, Owner's obligations under this Agreement or by, or in consequence of, any negligence in connection with same or on account of the use of any improper or defective materials or on account of any poor workmanship

or on account of any act or commission or omission of Owner or its agents, servants or employees, or for any cause arising out of the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the City under the Colorado Governmental Immunity Act (Section 24-10-101, *et. seq.*, C.R.S.).

14. Work Specifications. All work done under this Agreement shall be done to the lines, grades, and elevations shown on the plans, drawings and specifications approved by Fort Morgan. Owner shall keep Fort Morgan informed, a reasonable time in advance, of the times and places at which it wishes to undertake construction, in order that lines and grades may be furnished and necessary measurements for record may be made with a minimum of inconvenience to Fort Morgan and of delay to Owner. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by Fort Morgan, may be ordered removed and replaced at Owner's cost and expense. All stakes, bench marks, and other survey points shall be preserved by Owner. In case of their destruction by Owner or its employees, they will be replaced at Owner's expense.

15. Inspections. The Director of Community Development of Fort Morgan ("Director") shall be designated by Fort Morgan to exercise authority on its behalf under this Agreement and to see that this Agreement is performed according to its terms. Work under this Agreement may, without cost or claim against Fort Morgan, be suspended by the Director for substantial cause.

- a. The Director shall, within a reasonable time after their presentation to him/her, make decisions in writing on all claims of Owner and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement, the plan, drawings and specifications. All such decisions of the Director shall be final.
- b. The Director shall make all determinations of amounts and quantities of work performed hereunder. To assist in this work, Owner shall make available for inspection any records kept by Owner.
- c. The Director and his authorized representatives shall have free access to the work at all times, and Owner shall furnish them with facilities for ascertaining whether the work being performed, or the work which has been completed, is in accordance with the requirements of the Agreement.
- d. The Director will make periodic observations of construction (sometimes commonly referred to as "supervision"). The purpose of these observations and construction checking is to determine the progress of the work and to see if the work is being performed in accordance with the plans, drawings and specifications. He/She will in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Inspections may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The Director will not be authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Owner. The Director will have authority to reject defective material and to suspend any work that is being done improperly, subject to the final decision of Fort Morgan.

- f. Prior to commencement of construction, Owner shall designate a representative with authority to speak for Owner with whom City's Director shall communicate on matters provided for in this Paragraph.
- g. Owner agrees to pay to Fort Morgan a reasonable fee for the examination of plans and the interim and final on-site inspections of the work, not to exceed the reasonable fees normally charged in Fort Morgan for similar examinations and inspections.

16. Quality of Work. If substandard material, not conforming to the requirements of the plans, drawings and specifications as approved by Fort Morgan, has been delivered to the Project, or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced as directed by the Director at the expense of Owner.

- a. All materials shall be subject to examination and testing at any time during manufacture. The right is reserved to reject defective materials during manufacture or before they have been incorporated into the work. If Owner fails to replace rejected materials, Fort Morgan may replace them or correct defective work and charge the cost thereof to Owner. Any failure to earlier detect defective material or workmanship shall not impair Fort Morgan's right to a finally completed project.
- b. If the specifications, the Director's instructions or laws of any public authority require any work to be specially tested or approved, Owner shall give the Director timely notice of its readiness for inspection, and if the inspection is by another authority than the Director, provide the date fixed for such inspection. Inspections by the Director shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Director, it must, if required by the Director, be uncovered for examination at Owner's expense.
- c. Reexamination of questioned work or materials may be ordered by the Director and, if so ordered, the work or materials must be uncovered by Owner. If such work or materials be found in accordance with this Agreement and the plans, drawings and specifications as approved by Fort Morgan, Fort Morgan shall pay the cost of reexamination, replacement and restoration of the site. If such work or materials be found not in accordance with this Agreement and the plans, drawings and specifications as approved by Fort Morgan, Owner shall pay such cost.
- d. The Director may order Owner to suspend work that may be damaged or endangered by climatic conditions. When adverse climatic conditions are unusual and extensive, an extension of time may be granted Owner by the Director.

17. Completion. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify Fort Morgan that all work under the Agreement has been completed, and Fort Morgan will, within ten (10) working days after such notice, weather permitting, make the final inspection.

18. Water and Sewer. Owner shall pay all costs and expenses for construction of the water distribution and sewer collection systems installed to serve the Project. These costs shall include the utilities study, survey, preliminary design, final design, construction, construction inspection, and the preparation of as-built

drawings and reasonable administrative and legal expenses attributable to the water and sewer Improvements to be constructed.

19. Dedication. Owner shall dedicate all parks, open space, streets, easements and non-tributary groundwater as the same is required by Sec. 20-8-20 of the Fort Morgan Municipal Code.

20. Time for Completion, Lot Sales, Vested Rights. Owner agrees to complete the Public Improvements for each Phase within twenty-four (24) months of commencement of the Public Improvements for each Phase. The date of commencement shall be the date of providing security to City for the Public Improvements on each Phase. Owner agrees not to sell, negotiate to sell, or accept reservation agreements for the sale of any lot in each Phase until Owner has provided plans for the Public Improvements and has provided the security required by this Agreement. This Section shall not be construed to restrict Owner's right to sell the Project to another developer as a bulk sale. Owner shall have the vested right to commence the Project for three (3) years from the date of this Agreement. Extension of time for completion of Public Improvements may be granted by Fort Morgan in writing for good cause shown. "Good cause" shall be determined by City.

21. Warranty and Guarantee. Owner hereby warrants and guarantees to Fort Morgan that the Improvements will be free of all defects in design, materials and construction, and will remain serviceable for a period of two (2) years from the date of final acceptance by the City of the last to be accepted of such Improvements. Such warranty period is generally set forth in Fort Morgan Municipal Code Chapter 20, Article 11.

- a. Owner warrants that upon acceptance of the Improvements by Fort Morgan title to all work performed and materials and equipment furnished will pass to City free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished are new; of good quality; free from all faults and defects not inherent to the quality required; in compliance with the Engineering Specifications unless otherwise specified; and were undamaged when installed. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective.
- c. If, within two (2) years after the date of acceptance of the Improvements by Fort Morgan, any work, materials or equipment is found to be defective or deficient Owner shall, without cost to City and in accordance with City's written instructions, correct it promptly after receipt of a written notice from City.
- d. The two-year warranty and guarantee period shall be extended for work first performed and materials and equipment furnished after acceptance of the affected Improvements by the City including any remedial effort performed within the stated warranty and guarantee period. The warranty and guarantee period shall be two years after the date of performance of the remedial work or furnishing of the materials and equipment, even though it may extend the duration of any warranty and guarantee beyond the initial two-year period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then without prior

written notice to Owner or prejudice to any other rights or remedies, City may act immediately to prevent threatened damage, injury or loss. In addition, if Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, City may undertake the necessary remedial effort. In either event Owner shall promptly reimburse City for all costs. Nothing contained herein shall impose any duty upon City to act for Owner in an emergency.

- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by City. The establishment of all warranty and guarantee periods relate solely to Owner's obligation to correct the Work and shall not be construed to create a period of limitation for commencement of any legal proceedings.

22. Cost Estimate. In order to secure the construction and installation of the Improvements, Owner and Fort Morgan agree that the Parties shall estimate the costs of Improvements to be installed. The purpose of said cost estimates is only for determining the amount of security and may be revised from time to time to reflect actual costs. Owner agrees to pay the actual costs of the Improvements.

23. Security. Prior to recording of final plat, or if no plat will be recorded, prior to having a permit issued to undertake construction in the public way, Owner shall furnish to Fort Morgan adequate performance bonds, letters of credit, or other security which bonds, letters of credit or other security shall be furnished, in a form acceptable to Fort Morgan, in an amount not to exceed one-hundred twenty-five percent (125%) of the full amount of the estimated costs of all Improvements (other than landscaping) to be installed, as such security is more fully set forth in Chapter 20, Article 11 of the Fort Morgan Municipal Code. Fort Morgan shall release one-hundred percent (100%) of the security upon completion of one-hundred percent (100%) of the Public Improvements.

24. Purpose of Security. Security shall be furnished by Owner as a security for the faithful performance of this Agreement, for the payment of all persons performing labor and furnishing materials and for all other obligations incurred in connection with Improvements. If, during the continuance of this Agreement, the surety on a performance bond or issuer of a letter of credit becomes irresponsible, Fort Morgan shall have the right to require additional and sufficient security at Owner's expense which Owner shall furnish within ten (10) consecutive calendar days after written notice to do so.

- a. Where a surety bond is used as security, Owner and its surety shall be jointly responsible for the maintenance and satisfactory operation of all Improvements for a period of one year following final acceptance of the specific Improvements finally accepted by Fort Morgan under this Agreement, and for the satisfactory repair or replacement of any work, material or equipment which becomes defective during this period; providing any failure results directly or indirectly from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by Owner. Neither Owner nor its surety shall be liable under this paragraph for any failure resulting from acts of Fort Morgan or a third party.
- b. For purposes of this Agreement and financial security for the performance of Improvements, the term "Owner" shall include Owner, its agents and employees, including any contractor or subcontractor employed or engaged by Owner, or any agent or employee of Owner for the purposes of designing or constructing any Owner Improvement.

25. Landscaping Security. To the degree Owner is required to install landscaping on public or private property as a condition of Project approval, Owner shall provide security for the installation and maintenance

of such landscaping for two (2) years after planting, in the same manner, at the same time, and in the same amount as for all Improvements. Fort Morgan may draw upon this security in the event Owner fails to install or properly maintain landscaping. Upon completion and approval of landscape installation, Fort Morgan may approve release of fifty percent (50%) of the total landscape security. Such security may be further released by Fort Morgan after one year to an amount not less than twenty-five percent (25%) of the original amount. The remaining security shall be released at the expiration of two (2) years from landscape installation.

26. Letter of Credit. If a letter of credit is used pursuant to Chapter 20, Article 11 of the Fort Morgan Municipal Code, it must provide that its issuer ("Issuer") agrees to the following terms and conditions:

- a. Issuer guarantees that funds in the total amount provided for all Improvements, including landscaping Improvements, will be made available for the account of Owner for performance by Owner of all things required of Owner hereunder. Issuer further agrees that it will allow withdrawal or disbursement of portions of said funds only upon prior authorization from Fort Morgan, which authorization shall not be unreasonably withheld.
- b. Upon the completion of the payments or other performances herein agreed to be made and performed by Owner, Issuer shall be released from any obligation regarding any funds still held by it pursuant hereto.
- c. The following events shall be determined to be defaults by Owner:
 - (i) The failure by Owner to make any payment herein required to be made by Owner.
 - (ii) The failure of Owner to complete any of the Improvements or otherwise perform hereunder within the time herein set forth, or if not so set forth, within a reasonable period of time after written notice from Fort Morgan of such failure.
- d. Upon the happening of any such events of default, Fort Morgan may complete any such performance on behalf of Owner within a reasonable time and in such manner, by contract with or without public letting, or otherwise, as it may deem advisable, and issuer shall disburse out of said fund, upon Fort Morgan's request, the necessary money to pay for such performance or to make such required payments, including interest thereon; provided, however, that in no event shall issuer be obligated to pay to Fort Morgan more than the total amount of the money ever held by it in said fund (less those amounts previously disbursed upon approval by Fort Morgan) by reason of the default of Owner in performance of the terms, covenants and conditions herein contained.
- e. The procedures for performance by Fort Morgan and payment of the costs thereof by issuer and for the making by issuer of the payments required hereunder to be made by Owner, shall apply whether there be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, covenants and conditions contained in this Agreement.
- f. From time to time, as work to be performed and Improvements to be constructed hereunder progress, Owner may request that Fort Morgan inspect such work and Improvements as are completed and may submit to Fort Morgan the cost of such completed work and Improvements. When Fort Morgan is satisfied that the work and Improvements certified by Owner are complete,

in accordance with the terms hereof, Fort Morgan will submit to issuer its statement that it has no objection to the reduction of the letter of credit by the amount of the cost of the work performed and Improvements installed pursuant to the terms of this Agreement; provided, however, that in no event shall Fort Morgan's consent to the reduction be considered as an acceptance of such Improvements by Fort Morgan for maintenance purposes.

- g. No letter of credit or performance bond drawn upon a bank or financial institution with any relationship to Owner or any principal, director, officer or shareholder of Owner (other than the relationship of depositor or checking account holder), shall be acceptable as security. Fort Morgan may reject any security for any reason.

27. Notice. When any faulty condition in the Improvements is found, Fort Morgan shall serve notice to Owner and/or its surety or issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to Fort Morgan. The expiration date for the repaired or replaced work shall be the same as that for the warranty on the original work. In the event Owner fails to make such repairs or replacements, Fort Morgan shall have the right to do so in the manner described at Section 26.d hereof, pertaining to letters of credit. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

28. Acceptance of Improvements. Except as provided herein, Fort Morgan shall not accept responsibility for maintenance of any Improvement until completion of such Improvement and final acceptance thereof by Fort Morgan. (See Chapter 20, Article 11 of the Fort Morgan Municipal Code). Upon application by Owner for a Certificate of Completion, and provided all of the payments and other performances herein agreed to be made and performed by Owner have been made and completed, Fort Morgan will issue said Certificate of Completion, and except for defects appearing within two (2) years after the date of such Certificate, will thereby release Owner from all further liability hereunder as to such completed Improvements and all unused security provided by Owner (other than landscape security) shall be released. Upon issuance of said Certificate of Completion, all Improvements specified in such Certificate shall be deemed approved and accepted by Fort Morgan, whereupon such specified Improvements shall be owned and maintained by Fort Morgan.

29. Remedies. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Public Improvements, the City may revoke any or all certificates of occupancy relating to the development, may revoke the plat or other final development approval, and may refuse to further process any site development application for property owned, in whole or in part, by Owner.

30. Applicable Law. This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Fort Morgan Municipal Code, Chapter 20, Article 11 and other applicable laws, rules and regulations. Where conflict exists between this Agreement and any other controlling laws, the more stringent provisions shall apply.

31. Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as of the Agreement did not contain the particular part, term, or provision held to be invalid.

32. Complete Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

33. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder for Morgan County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale of the property or portions thereof; provided however, that any successor, grantee or assignee of Owner shall be bound hereby, and this document shall have been recorded and serve as a covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City of Fort Morgan. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the property. Owner shall notify Fort Morgan in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer.

34. Effective Date. The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Morgan County, Colorado.

35. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

36. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

37. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF FORT MORGAN
a Colorado municipal corporation

Mayor

ATTEST:

City Clerk

[OWNER]

By: _____

Title: _____

State of Colorado)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by
_____, of _____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

[SEAL]

(Ord. 1110 §1, 2010)

**EXHIBIT A
SUBDIVISION IMPROVEMENTS AGREEMENT**

Legal Description

Street Address: _____

Record Title Owner and Address: _____

Tract, Lot or Parcel Legal Description:

[attach additional sheets if necessary]

EXHIBIT B
SUBDIVISION IMPROVEMENTS AGREEMENT

Quantities and Costs Estimate

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Unit Total</u>
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**EXHIBIT C
SUBDIVISION IMPROVEMENTS AGREEMENT**

Improvements Location Map

(showing Public Improvements and private improvements)

[ATTACHED]

**EXHIBIT D
SUBDIVISION IMPROVEMENTS AGREEMENT**

Landscaping Quantities and Costs Estimate

[ATTACHED]

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Unit Total</u>
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EXHIBIT E
SUBDIVISION IMPROVEMENTS AGREEMENT

Landscaping Improvements Location Map

[ATTACHED]

EXHIBIT F
SUBDIVISION IMPROVEMENTS AGREEMENT

**Declaration of Covenants, Conditions and Restrictions and/or
Common Interest Community Declaration**

[ATTACHED]

**EXHIBIT G
SUBDIVISION IMPROVEMENTS AGREEMENT**

Site Plan

[ATTACHED]

(Ord. 1110 §1, 2010)

**APPENDIX 20-C
FEE SCHEDULE**

(Ord. 1110 §1, 2010)