

**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 12-25**

DATE: August 13, 2012
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
Brook Svoboda, Director of Planning and Development *BS*
SUBJECT: CR 86 – Kiosk/Wayfinding Sign Program

BACKGROUND

Attached to this memo is a resolution that, if adopted, would establish an Operations Plan and Agreement for the Kiosk Wayfinding Sign program.

On April 16th, May 7th, and July 2nd, 2012, staff presented information, regarding a pilot project for public wayfinding/kiosk signage along 104th Ave at the Melody St intersection. On May 14, 2012 City Council approved an ordinance (1617) regarding City owned Kiosks in the public right-of-way, attached hereto as Attachment A.

Provided with the resolution are the Operation Plan and Agreement that is referred to in section 16-26-1(b) of the original ordinance, for Council's consideration.

The key points of the operation plan are outlined below:

- City owned kiosks program goals
- Process for business participation
- Requirements for business eligibility
- Sign rotation schedule (if needed)
- Other program considerations

RECOMMENDATION

Staff recommends Council approve the Agreement and Operations Plan to be embedded in ordinance CR-86 as presented.

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or 303.450.8937

ATTACHMENTS

Attachment A Kiosk Ordinance (1617)

ATTACHMENT A

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S BILL

ORDINANCE NO.

No. CB-1767
Series of 2012

1617
Series of 2012

A BILL FOR AN ORDINANCE ADDING A NEW ARTICLE 26 TO CHAPTER 16 OF THE NORTHGLENN MUNICIPAL CODE REGARDING CITY OWNED KIOSKS IN THE PUBLIC RIGHT-OF-WAY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City of Northglenn Municipal Code is amended by the addition thereto of a new Article 26 of Chapter 16 to read as follows:

ARTICLE 26 CITY-OWNED KIOSKS

Section 16-26-1. City-Owned Kiosks

(a) Establishment and Purpose. There is hereby established the City of Northglenn Kiosk Program (the "Kiosk Program"). The purpose of the Kiosk Program is to allow the use of panels on kiosks that are owned and maintained by the City to provide directional signs to commercial locations within the City. The Kiosk Program is also intended to prevent the proliferation of unlawful off premise signs and to provide a reasonable alternative to off premise signs that allow interested persons to find commercial locations within the City of Northglenn.

(b) Process. The City will develop the process for administering the Kiosk Program by Resolution approved by the City Council. The process for administering the Kiosk Program shall include, but not be limited to, the following:

- (1) The style and design of the kiosks, including the size of panels;
- (2) What may be depicted on a panel within a kiosk, including whether to include logos deemed to be in the public interest by the City Council;
- (3) The process for participating in the Kiosk Program, including the process for placing or installing any panel and the location of said panel, the number of panels that may be obtained by any one entity, and other provisions to maximize participation in the Kiosk Program; and
- (4) The cost for participating in the Kiosk Program, if deemed appropriate.

(c) Location of Kiosks. The kiosks shall be located on City of Northglenn property, which may include public right-of-way. The City shall determine the location of the kiosks by Resolution approved by the City Council, which Resolution may be amended from time to time based on the best interests of the City.

(d) License Agreement. In order to participate in the Kiosk Program based on the provisions identified by the City as set forth above, a party desiring to obtain a panel must execute an agreement for placing its panel on a kiosk in the form approved by Resolution of the City Council.

INTRODUCED, READ AND ORDERED POSTED this 14th day of May, 2012.



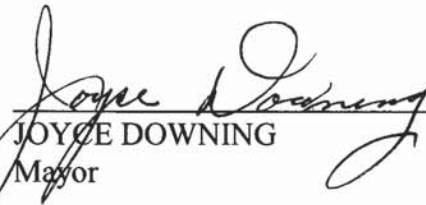
for JOYCE DOWNING
Mayor

ATTEST:




JOHANNA SMALL, CMC
City Clerk

PASSED ON SECOND AND FINAL READING this 21st day of May, 2012.



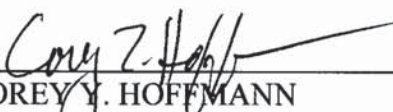
JOYCE DOWNING
Mayor

ATTEST:



JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:



COREY Y. HOFFMANN
City Attorney

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-86
Series of 2012

Series of 2012

A RESOLUTION SETTING FORTH THE PROCESS FOR ADMINISTRATION OF THE CITY OF NORTHGLENN KIOSK PROGRAM

WHEREAS, Section 16-26-1(b) of the City of Northglenn Municipal Code provides that the City Council will develop the process for administering the Kiosk Program by Resolution as more particularly described in Article 26 of Chapter 16 of the Northglenn Municipal Code;

WHEREAS, Section 16-26-1(d) of the City of Northglenn Municipal Code provides that the City Council will approve the form of Agreement by Resolution to allow for participation in the Kiosk Program; and

WHEREAS, the City Council desires to adopt the Resolutions contemplated by Section 16-26-1, subsections (b) and (d).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby adopts the process for administering the Kiosk Program as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2. The City Council hereby approves the form of Agreement as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

DATED at Northglenn, Colorado, this ____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT A

Goal.

The goal of the Wayfinding Signage Pilot Program (the “Program”) is to establish a sign program that will aid motorists, pedestrians, and bicyclists in recognizing the location of commercial outlets that are in proximity to the 104th Avenue corridor.

Kiosk Signs.

The Program will consist of two (2) Kiosk Signs that combined allow up to sixteen (16) sign panels at one time.

- Each kiosk will allow for eight (8) directional sign panels.
- Businesses that choose to participate will provide a design for their businesses sign panel which can include the name, logo, and/or graphic design that clearly represents the business.
- The business owner shall be required to obtain the City's approval for the individual sign panel design, colors, and/or graphic content prior to the City commissioning the fabrication of the individual sign panel.
- The kiosk signs will provide directional signage for sixteen (16) businesses at any given time.
- The City will be responsible for erection, maintenance, administration and general care of the signs and sign program.

Process for Participation.

The City's first priority of the Program is to provide signage for local commercial retail.

- The City aims to attain sixteen (16) businesses to participate in the kiosk program.
- The businesses in the identified target area will receive notice of the Program from the City.
 1. The notice will provide application and deadline information for businesses that wish to have a directional panel on the kiosk.
 2. The information will also outline the priority businesses.
- Should more than sixteen (16) businesses apply to be part of the Program, priority businesses will be approved first for sign panels.
- Factors to determine priority order are as follows:
 1. Retail commercial and service commercial that remit sales tax to the City.
 2. Non-retail service.
 - *Should a new retail business or service business, that remits sales tax to the City, open during the annual cycle, it will automatically take priority over non-retail service. Therefore, it will replace a sign panel of a non-retail service in the kiosk. In the event that this should happen, staff will determine which sign is removed based on the priority standards.*
- All retail commercial entities, service commercial entities that remit sales tax, and service commercial entities shall be in compliance with state and federal laws to participate in the Program.

- In the event that the demand is greater than available spaces for the Kiosk Program, staff will determine operational standards as outlined below.

Sign Rotation for Additional Demand.

In the event that more than sixteen (16) businesses want to participate in the program, the sign panels will be rotated in accordance with the following process.

- Should there be more than sixteen (16) businesses that choose to participate, the sign panels will be put into a quarterly rotation.
- The sign panels will be rotated by City staff on a quarterly basis.
 - 16 panels will be displayed on the kiosks each quarter (8 on each) and the remainder will be out of rotation.
 - The Program rotation will be ongoing.
 - City staff will circulate a year end solicitation for new or continued participation in the Program. Businesses wishing to continue in the Program will need to inform the City of their intentions prior to an established deadline.
 - New businesses may apply to be part of the Program at any point in the year.

Should sign demand exceed the plan above, staff will revisit a more complex and robust system for sign rotation with the City Council.

EXHIBIT B

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the CITY OF NORTHGLENN, COLORADO (the "City") and _____, whose address is _____ ("Business Owner").

1. **AGREEMENT.** The City hereby grants to Business Owner, its successors and assigns the nonexclusive permission to use a panel with the message as more particularly described and depicted in **Exhibit 1**, attached hereto and incorporated herein by this reference, within and upon a City-owned kiosk (the "Kiosk Property") located at the location(s) more particularly described in **Exhibit 2** pursuant to the City of Northglenn Kiosk Program (the "Kiosk Program") as more particularly described in Article 26 of Chapter 16 of the City of Northglenn Municipal Code for a period of _____ from the date of this Agreement as set forth hereinabove.

2. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** The City shall install the panel on the Kiosk Property and shall maintain the Kiosk Property. Business Owner covenants and agrees to provide a panel consistent with the provisions of the Kiosk Program, and Business Owner shall not make or permit to be made any alterations in, or additions to, the Kiosk Property. Business Owner agrees to notify the City pursuant to Section 3 of this Agreement in the event Business Owner no longer desires to participate in the Kiosk Program or no longer does business at the location identified in the panel used by Business Owner, and this Agreement shall terminate within thirty (30) days of receipt of such notice.

3. **NOTICE.** Any notice required under this Agreement shall be in writing and either sent by first class mail, via facsimile, or via electronic mail to the respective parties at the address hereinbelow. The _____ shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Business Owner should change the notice information provided below during the term of this Agreement, Business Owner shall notify the City in writing of such change of address:

The City:

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233
Fax No.:
Email:

Business Owner:

Fax No.:
Email:

4. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Kiosk Property.

5. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

6. ASSIGNMENT OR SUB-LEASE. Business Owner covenants and agrees not to assign this Agreement without first obtaining the written consent of the City.

7. TERMINATION AND RENEWAL.

a. This Agreement may be terminated by the City at any time upon thirty (30) days written notice to Business Owner.

b. If default shall be made in any of the covenants or agreements herein contained to be kept by Business Owner, it shall be lawful for the City to remove Business Owner's panel, either with or without process of law, to terminate the interest of Business Owner or of any person or persons occupying the same.

8. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Adams County, State of Colorado.

9. INTEGRATION. The foregoing constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement.

10. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
William Simmons, City Manager

ATTEST:

Johanna Small, CMC, City Clerk

BUSINESS OWNER

By: _____

Title Date

ATTEST:

Title Date