

HOWARD COUNTY BOARD OF APPEALS

IN THE MATTER OF  
CHARLES SIPERKO, et al.

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REGARDING

Case No. BA-24-022C

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6717 Mink Hollow Road  
Ellicott City, MD 21042

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**MOTION FOR RECONSIDERATION**

Angela F. Bruce, Robert J. Bruce, Michael Joseph Mulcare, and Kelly Rudden (collectively, “Protestants”), by their attorney, G. Macy Nelson, file this Motion for Reconsideration, and for reasons state:

**INTRODUCTION**

On June 5, 2025, the Board of Appeal convened at 9:00 AM to hear the “Appeal of the Hearing Examiner’s Order dated March 3, 2025, which dismissed the Petition.” (Agenda attached as Exhibit A.) At the beginning of the hearing, the Chair stated that the Board of Appeals would conduct a separate evidentiary hearing on the question of whether the Board had jurisdiction to hear the appeal. Counsel for Protestants had previously understood that there would be a *legal* argument on the question of whether a Go-Kart track was on the Zoning Regulation’s list of permitted Conditional Uses in the RR zone. Counsel for the Applicant Charles Siperko (“Applicant”) called several witnesses including a land planner, Joseph Rutter; the landowner Applicant in his personal capacity; and two race car drivers. Counsel for the Protestants presented a legal argument that a Go-Kart track was not on the Zoning Regulation’s list of permitted Conditional Uses in the RR zone.

Tsega Girma, Senior Assistant County Attorney, advised the Board that the jurisdictional question presented a pure legal issue. The Board voted 4 to 0 that the phrase “athletic fields” included a Go-Kart track. The Chair then stated that the Board would reconvene on June 26 to consider the case on the merits.

### **ARGUMENT**

**1. There was no stated agenda item for a separate evidentiary hearing in relation to the jurisdictional argument.**

On May 28, 2025, Protestants filed a motion for preliminary determination. The Board denied that motion on the basis that the motion was filed too late for consideration and that Protestants had failed to provide notice to all the required persons. Rather, the Board would, by its own directive, consider the jurisdictional question of whether it can hear the conditional use petition, and then, if it had jurisdiction, it would hear the actual substantive conditional use case. Protestants’ counsel submitted exhibits pursuant to the substantive conditional use case in accordance with that directive and the presented agenda for the hearing.

Rather than listening to legal arguments on whether the Howard County Zoning Regulations permitted a go-kart track as a conditional use and then hearing the substantive conditional use case, the hearing on June 5, 2025 morphed into an hours-long evidentiary hearing with witnesses presented by Applicant. Protestants’ counsel had no reason to believe that the Board would have wanted to receive factual exhibits in relation to the jurisdictional argument prior to the hearing. Consequently, to the extent that inquiries such as comparative dictionary definitions were to be considered by the Board as factual exhibits

versus legal argument, see *infra* Section 3, Protestants' counsel was prejudiced by the inability to submit countermanding evidence during the hearing because there was no indication in the agenda that there would be a separate evidentiary hearing on the jurisdictional issue.

**2. Applicant failed to provide any exhibits to Protestants prior to the hearing.**

On June 5, 2025 at about 9:12 AM, *after* the hearing had begun, Applicant's counsel emailed to Protestants' counsel a DropBox link with exhibits. Protestants' counsel only learned about the exhibits when he checked his phone later in the hearing. While the Board of Appeals is not strictly bound by the Maryland Rules of Evidence, it still generally adheres to the framework of the Rules under Section 2.207(b) of its own Rules of Procedure. While permitting Applicant to submit exhibits subsequent to the start of the hearing was not in itself an issue, doing so without giving Protestants proper opportunity to rebut that evidence during the hearing amounted to prejudice. Likewise, to the extent that the Board was entitled to consider dictionary definitions only in the form of submitted exhibits, it was prejudicial to Protestants to permit such submission after a hearing began, while prohibiting Protestants from submitting similar evidence later in the hearing. *Cf. Concerned Citizens of Great Falls, Md. v. Constellation-Potomac, L.L.C.*, 122 Md. App. 700, 706 (1998) (discussing prejudicial error in permitting late-submitted exhibits and preventing respondents from having additional time to consider those exhibits, and stating in relevant part: "We further conclude that the Board's decision to deny Concerned Citizens' request for additional time to respond to the amendments and exhibits, and

instead to close the record at the conclusion of the hearing, rendered the preceding errors prejudicial.”).

**3. Dictionary definitions are not factual exhibits, but rather purely legal in scope.**

The simple and incontrovertible reason why Protestants’ counsel did not present exhibits of dictionary definitions in advance of the hearing is that dictionary definitions are not factual inquiries for which exhibit submission is needed. Exhibits are intended to provide factual evidence for review. Legal arguments are presented by submission of motions/memoranda or by oral argument from counsel, and a dictionary definition is no more a “factual exhibit” than is a statutory citation or a court case. Indeed, even in appellate court review, courts regularly look at dictionary definitions to analyze ambiguity as it relates to questions of legislative intent, despite those court reviews being “on the record” and thus precluded from considering factual evidence not presented before an administrative agency. *See generally, e.g., Crawford v. Cnty. Council of Prince George’s Cnty.*, 482 Md. 680, 685 (2023) (wherein the Supreme Court considered varying definitional arguments presented by all counsel via legal memoranda that were not presented to the lower agency being challenged and therefore not part of the administrative record); *see also, e.g., Kor-Ko Ltd. v. Maryland Dep’t of the Env’t*, 451 Md. 401, 416 (2017) (noting that “the interpretation of an agency rule is governed by the same principles that govern the interpretation of a statute,” and that the court may “includ[e] such aid as may be gleaned in that regard from dictionary definitions,” but that that analysis is conducted as a legal analysis rather than a factual one).

It was improper in the first instance for the Board to even view the submitted definitional term by Applicant's counsel *as* a factual exhibit. The question of ordinance interpretation was a legal matter for which the Board was supposed to review the determination of DPZ with substantial deference. "An agency decision based on regulatory and statutory interpretation is a conclusion of law. Even when reviewing an agency's legal conclusions, an appellate court must respect the agency's expertise in its field. When an agency interprets its own regulations or the statute the agency was created to administer, we are especially mindful of that agency's expertise in its field." *Kor-Ko Ltd.*, 451 Md. at 412 (quoting *Carven v. State Ret. & Pension Sys. of Md.*, 416 Md. 389, 406 (2010)). Submission of the same as an exhibit was fine to the extent that it was being provided for the Board's convenience of review in the same way that prior Board or ZHE determinations are often attached as exhibits despite being legal in nature, but that submission did not entitle the Board to treat a legal question as a factual one later in the hearing. By impermissibly converting this legal analysis into a factual question and then forbidding Protestants from presenting legal counterarguments citing other dictionary definitions on the basis that they were not submitted as factual exhibits, the Board acted in a capricious and legally erroneous manner, clearly contrary to established case law on statutory interpretation and the role of dictionary terms in relation to that interpretation.

Protestants had multiple competing dictionary terms that the Board should have considered via counsel's argument. Namely, they would have cited the Dictionary.com definition of "field" as "(a) a piece of ground devoted to sports or contests; playing field" and "(d) the area in which field events are held"; the Vocabulary.com and

Thefreedictionary.com definitions of “athletic field” as “a piece of land prepared for playing a game”; and the Collins English Dictionary definition of “field” as “an area of grass, for example in a park or on a farm.” The Board’s determination to prevent Protestants’ counsel from introducing these definitional terms in argument was prejudicial in the scope of the overall hearing, and it should reconsider its determination on June 5 by considering those competing terms accordingly.

**4. Law Insider is not a dictionary, but rather an aggregator of other legal and quasi-legal documents from separate jurisdictions.**

Applicant’s counsel held out the website Law Insider as a dictionary. It is not. Dictionaries are repositories that establish general definitional terms in the context of a vernacular language. Law Insider is a website that aggregates *sample language* from other documents nationwide. These documents are often not even from other statutes, and may include documents such as HOA forms, school district regulations, health advisory guidelines, contracts, union bylaws, apartment leases, etc., and are presented to provide assistance for persons seeking to draft model language for their own documents. Relying on a citation by Law Insider of a specific “definition” is therefore akin to treating as precedential a myriad of conflicting terms from other states that otherwise have absolutely no legal weight in Maryland (not even the minor instructive weight of judicial rulings from other state supreme courts for cases of first instance). To rely on such a singular definition as supreme over the decades-long agency practice of the county’s own DPZ tasked with administering its own zoning ordinance is also flatly contrary to deferential standards applied to agency interpretations of law in Maryland. *See Kor-Ko Ltd.*, 451 Md. at 412.

To wit, the “dictionary definition” provided by Applicant for “athletic field” was a web-scraped ordinance passed in the city of Clovis, New Mexico in early 2022, amending the guidelines for sign postage. *See* Athletic Field Definition | LAW INSIDER, <https://www.lawinsider.com/dictionary/athletic-field> (last accessed June 9, 2025); *see also* [cityofclovis.org/wp-content/uploads/2022/01/2158-2022-Ord-Sign-Code-1-6-22.pdf](https://www.cityofclovis.org/wp-content/uploads/2022/01/2158-2022-Ord-Sign-Code-1-6-22.pdf).<sup>1</sup>

This “definition” was a term of art drafted by a municipal body in another state two thousand miles away determining where signposts were supposed to be placed. Had the Board reviewed this matter thoroughly and considered arguments of opposing counsel, it would not only have known that Law Insider is not a dictionary, but that the various terms compiled therein have a body of facially conflicting definitions from all sorts of jurisdictions and governing bodies, many of which are not even court systems or legislatures.

Several other “definitions” on Law Insider that Protestants’ counsel wishes to submit read as follows:

- “**Athletic Field** means facilities used for sporting activities such as softball, baseball, football, soccer, running track, tennis, and other non-motorized sports. Athletic fields may include bleachers, concession stands, lights, restrooms, and other supporting facilities.”
- “**Athletic Field** means the natural turf field adjacent to the School.”

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<sup>1</sup> Protestants attach for the Board’s convenience a PDF copy of this ordinance as Exhibit B to this motion.

- “**Athletic Field** means any fields used for athletic play to include football, baseball, softball, lacrosse and rugby.”
- “**Athletic Field** means the natural turf field adjacent to the Porters Lake School & Community Facility.”
- “**Athletic Field** means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.”
- “**Athletic Fields** means a developed recreation area that may contain a playground as well as fields for competitive sports such as baseball, football, or soccer. Temporary bleachers and field equipment may be provided.”
- “**Athletic Fields** means the soccer field located on Ginnie Springs Road and the multi-purpose sports field located near the Tennis Facility.”
- “**Athletic Fields** means an area where community members and organized sporting events and teams can practice and play various sports, which are generally open-air and include soccer fields, baseball diamonds, basketball courts, etc.”
- “**Athletic Fields** means any fields used for athletic play to include football, baseball, softball, lacrosse and rugby.”

- “**Athletic Fields** means the athletic fields and improvements described I Exhibit B-6 to the Lease.”

*See* Athletic Field Definition | LAW INSIDER, <https://www.lawinsider.com/dictionary/athletic-field> (last accessed June 9, 2025); *see also* Athletic Fields Definition | LAW INSIDER, <https://www.lawinsider.com/dictionary/athletic-fields> (last accessed June 9, 2025).<sup>2</sup> The Board’s reliance on this website, let alone its *singular* reliance on a specific definition chosen by Applicant’s counsel, was misplaced, because it is not entitled under Maryland common law to interpret statutory terms by reference to other terms in other states. Law Insider is not a dictionary like Black’s Law Dictionary or even non-legal dictionaries such as MerriamWebster or Dictionary.com. While the Board is entitled to consider terms from Law Insider in the same way that Maryland courts are entitled to consider legal cases from other jurisdictions in the form of non-binding *dicta*, it was not entitled to consider a *single* term from Law Insider and exclude all other countermanding terms, or treat Law Insider like a dictionary in a manner comporting with Maryland common law. Likewise, insofar as the Law Insider exhibit presented by Applicant’s counsel was otherwise going to be considered by the Board, it should have applied its own Rules of Procedure in accordance with 2.207(b) “so that probative evidence may be conveniently brought forth” to challenge it once Protestants’ counsel was made aware—after the hearing had begun—that citations to Law Insider were

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<sup>2</sup> Protestants attach for the Board’s convenience PDF copies of these webpages as Exhibits C and D to this motion.

a new matter of controversy, and permit Protestants’ counsel to submit these countermanding Law Insider terms (and definitions from actual dictionaries) instead of ruling that Protestants were precluded from submitting “new evidence” in the middle of a hearing.

**5. To the extent that Law Insider was otherwise usable as a dictionary, Applicant’s cited language cannot be relied upon to ascertain legislative intent.**

It is clearly established by review of the website itself that the definition Applicant relied upon came, as stated *supra* Section 4, from a newly drafted ordinance dated 2022, and the website Law Insider itself was founded in 2010 and became public in 2013. *See* About Us | LAW INSIDER, <https://www.lawinsider.com/about> (last accessed June 9, 2025).<sup>3</sup> Using such a resource to ascertain statutory intent of a provision that was in place at *least* as early as the uncontested date of 2003 (pursuant to Applicant’s own cited Board and ZHE cases commenting on 131.0.N.6 in 2003) is improper. As stated by the Court of Appeals:

Our decision to use a recent edition of a legal dictionary is not an arbitrary one. We have noted in the past that in this mode of statutory interpretation,

[b]ecause we are attempting to ascertain the intent of the Legislature in choosing certain language at a point in time, resort to a dictionary, legal or otherwise, should logically include consultation of those editions (in addition to current editions) of dictionaries that were extant at the time of the pertinent legislative enactments.

*Harvey v. Marshall*, 389 Md. 243, 260 n. 11, 884 A.2d 1171, 1181 n. 11 (2005). Therefore, our investigation into the word “wage” includes reference to dictionaries with definitional information from 1914 and 1991, the two points in time at which L.E. § 9–615 was written and

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<sup>3</sup> Protestants attach for the Board’s convenience a PDF copy of this webpage as Exhibit E to this motion.

recodified. The definitions from these dictionaries are strikingly similar to the contemporary definition. We, therefore, shall rely on the contemporary definition of the “wage,” as it is a fair representation of wage’s common usage “extant at the time of the pertinent legislative enactments.”

*Montgomery Cnty. v. Deibler*, 423 Md. 54, 68 n.5 (2011). In both *Deibler* and *Harvey*, the salient matter was determining legislative intent with regard to the passage of a particular term in a statute. These cases stand jointly for the proposition that when the statute in question was drafted in a particular era and carried forward without substantive changes, one would necessarily have to look at dictionaries in existence at that time period unless the term in question could be defined consistently over a period of years.

It would have been temporally impossible for the County Council to have drafted the language in the Zoning Regulations several decades ago based on review of a definition that, unambiguously, did not and could not have existed until 2022 at the earliest, because the language cited by Applicant came from an ordinance adopted on January 6, 2022. Even if one were to assume *arguendo* that it is permissible for the Board to rely on other jurisdictions’ statutory terms in lieu of dictionaries when determining matters of ambiguous legislative intent, the legislative intent in question could not have possibly relied on that specific statutory term.

**6. Howard County’s neighboring jurisdictions demonstrate that local legislative intent weighs against the inference of go-karting as a form of athletic field.**

Even assuming *arguendo* that a reference to a 2022 city ordinance from New Mexico via Law Insider could provide any sort of weight as to legislative intent or land use interpretative history in Maryland, it is clear from a review of neighboring jurisdictions

that there is a prevailing presumption against go-kart racetracks as a form of “athletic field” or other non-specific athletic use.

The Baltimore County Zoning Regulations defines “commercial recreational facilities” as:

Facilities whose principal purpose is to provide space and equipment for nonprofessional athletic activities. A commercial recreational facility includes, but is not limited to, a baseball-batting range or cage; golf-driving range; putting green; miniature golf; athletic field; swimming pool; skating rink or course; baseball, racquetball, tennis or squash court; archery range or similar facility; children's play center; trampoline park, climbing center, or similar facility; or any combination of the above. For the purpose of these regulations, **a commercial recreational facility** includes a commercial recreational enterprise, but **shall not include** a rifle, pistol, skeet or trap range; **go-cart course**; amusement park; or similar use.

*See* BCZR § 101.1 (emphasis added).

The Anne Arundel County Code describes “recreational uses, active” as “recreational activities, other than golf courses, that require special facilities, fields, or equipment, such as playgrounds, ice skating rinks, running tracks, and athletic facilities, including playing fields for athletic events, tennis courts, basketball courts, and swimming pools,” and prohibits go-karting in this category, stating that “[a] commercial recreational facility shall comply with all of the following requirements. . . . **Activities that include motorcycles, motorized dirtbikes, go-carts, and similar vehicles are not allowed.**” *See* AACO §§ 18-1-101, 18-11-116 (emphasis added).

The Prince George’s County Zoning Ordinance classifies the specific types of recreation/entertainment uses in an exhaustive list, and conspicuously differentiates between racetracks and athletic fields, stating:

The Recreational/Entertainment Uses category includes use types providing indoor or outdoor facilities for recreation or entertainment-oriented activities by patrons or members. Use types include but are not limited to: amusement parks; arenas, stadiums, or amphitheaters; cinemas or movie theatres; country clubs; golf courses; golf driving ranges; nightclubs; performance arts centers; **racetracks**; recreation facilities, indoor (amusement arcades, amusement centers, aquatic centers or natatoriums, archery or baseball batting ranges, health clubs, miniature golf courses, recreation courts, skating facilities, swimming pools, and similar uses); recreation facilities, outdoor (archery or baseball batting ranges, **athletic fields**, miniature golf courses, swimming pools, **and similar uses**); shooting ranges; commercial recreation facilities; private clubs or lodges, or community-oriented associations; and waterfront entertainment/retail complexes. It does not include recreational facilities that are accessory to parks (categorized in the Open Space Uses category), or that are reserved for use by a particular residential development's residents and their guests (e.g., community swimming pools and other recreation facilities).

*See* PGCZO § 27-2400(f)(8) (emphasis added). Later in the PGCZO, it sets forward use regulations in principle use tables, and explicitly prohibits racetracks in most residential zoning categories while permitting outdoor recreation facilities in the same zones. *See* PGCZO § 27-5101(c).

Carroll County also separates uses like fields and racetracks, defining the “outdoor recreational area” in relevant part as “[a] commercially operated outdoor recreation or entertainment facility including but not limited to miniature golf course, skating rink, ballfield, swimming pool, tennis court, paintball center, golf driving or batting range,” and discussing those uses in subsection (E)(1)(k) of its Agricultural District conditional use procedures while categorizing “race tracks or courses” in subsection (f) and setting different requirements for setbacks and environmental reporting regulations:

(f) Fairgrounds and race tracks or courses for the conduct of seasonal or periodic meets of horses, dogs, aircraft, automobiles, motorcycles, off-

road vehicles, etc., provided that such uses shall be subject to 3 times the distance requirements specified in § 158.040; and provided further that such uses shall require the filing of an environmental site delineation prepared in accordance with Chapter 155 to demonstrate how use, maintenance, and activities will be conducted and operated so as not to adversely affect the natural resources;

\* \* \*

(k) Commercial swimming pools, parks, recreational areas, and golf ranges, provided that such use shall be 2 times the distance requirements specified in § 158.040, and commercial camping areas, subject to the requirements of § 158.098;

*See* CCZR §§ 158.002, 158.070(E)(1)(f), (k).

Frederick County categorizes racetracks as distinct from outdoor recreation facilities as well, defining “outdoor sports recreation facility” in relevant part as “[t]he use of property for outdoor recreational activities where clearing is minimized including but not limited to field sports, paintball, laser tag, golf driving range, chip and putt, miniature golf, batting cage/range, or putting green or any combination thereof,” and separating “racetracks” as a distinct use of “[a] facility built for racing of vehicles, boats, athletes, or animals. A racetrack also may feature grandstands or concourses or other uses that directly support or are ancillary to the use of the racetrack.” *See* FCZR 1-19-11.100.

Montgomery County alone stands out as a jurisdiction that remains entirely ambiguous on the matter of racetrack/go-kart-related uses and/or athletic fields. All of Howard County’s other neighboring jurisdictions either implicitly or explicitly distinguish go-karting and racetracks from athletic fields, apply different regulations to go-karts, and/or maintain them in separate zones. Protestants’ counsel was disallowed from presenting these multiple jurisdictional reviews during oral argument, and doing so

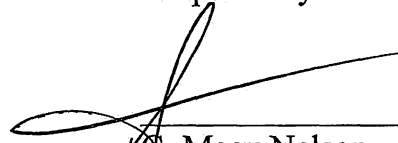
prejudiced Protestants. The Board should therefore reconsider its determination on June 5 by considering those competing terms accordingly.

### **CONCLUSION**

The Board should not have permitted factual evidentiary submissions for a legal jurisdictional argument. To the extent that it needed to consider those evidentiary submissions, however, it should not have permitted Applicant's counsel to provide exhibits in the form of "dictionary definitions" to Protestants' counsel only after the hearing had begun and preclude Protestants' counsel from submitting any countermanding dictionary terms in argument, and doing so prejudiced Protestants. As a matter of law, dictionary definitions are not factual exhibits to begin with but rather terms of art for legal analysis that can be considered for the first time in appellate court review, and therefore there was no obligation for Protestants to submit dictionary terms as exhibits, nor any legal basis to deny Protestants the opportunity to present them in oral argument. Law Insider is not a dictionary and instead cites to documents from other jurisdictions, and the definition in question presented by Applicant was from a city signage ordinance in New Mexico passed in 2022, and could not have possibly been evidence of legislative intent for a provision in the Howard County Zoning Regulations that was drafted decades earlier, before the website Law Insider even existed. Lastly, the neighboring jurisdictions of Howard County have constructed their various ordinances in a way that differentiates racetracks and go-kart usage from athletic field activities.

For all of these reasons, Protestants urge the Board to reconsider its vote with regard to legal analysis of the definition of "athletic field" in the Zoning Regulations.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'G. Macy Nelson', written over a horizontal line.

G. Macy Nelson

AIS No. 8112010268

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Towson, Maryland 21204

(410) 296-8166

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*Counsel for Protestants*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 9<sup>th</sup> day of June, 2025, a copy of the foregoing Motion for Reconsideration was served via first-class, postage prepaid mail and by electronic mail to:

Howard County Board of Appeals  
3430 Court House Drive  
Ellicott City, Maryland 21043

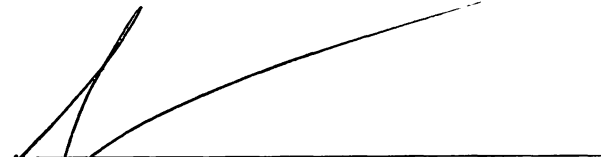
Howard County Hearing Examiner's Office  
3430 Court House Drive  
Ellicott City, Maryland 21043

Tsega Girma, Esq.  
Howard County Office of Law  
George Howard Building  
3430 Court House Dr.  
Ellicott City, MD 21043

Charles Siperko, Applicant  
6717 Mink Hollow Road  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042  
soh@talkin-oh.com  
*Counsel for Applicant*

Adjoining Property Owners  
(List attached)

  
\_\_\_\_\_  
G. Macy Nelson

## **List of Adjoining and Confronting Property Owners**

Subject Property: 6717 Mink Hollow Road  
Highland, Maryland 20777  
Tax Map 34, Grid 21, Parcel 287

### Adjoining/Confronting Property Owners:

James P. Wholey  
Linda L. Wholey  
13197 Highland Road  
Highland, MD 20777

Kelly Lynn Rudden  
6718 Mink Hollow Road  
Highland, MD 20777

Folarin Shodeke  
Highland Road  
Highland, Maryland 20777  
Mailing Address: 3923 Madison Park Lane  
Burtonsville, MD 20866

Peter T. Doan  
Vera A. Stupina  
13185 Highland Road  
Highland, MD 20777

Eric N. Shatzer  
Donna S. Shatzer  
6645 Mink Hollow Road  
Highland, MD 20777

Andrew R. Weinberg  
6655 Mink Hollow Road  
Highland, MD 20777

Melvin S & WF Stern  
6685 Mink Hollow Road  
Highland, MD 20777

Michael Mulcare  
6705 Mink Hollow Road

Highland, MD 20777

Michael J. Mulcare  
6711 Mink Hollow Road  
Highland, MD 20777

Mailing Address: 6705 Mink Hollow Road  
Highland, MD 20777

Joseph D. Quill  
Marcy S. Quill  
6719 Mink Hollow Road  
Highland, MD 20777

Le Tuan Duc  
13191 Highland Road  
Highland, MD 20777

# **EXHIBIT A**



**Howard County  
Board of Appeals**  
George Howard Building  
3430 Court House Drive  
Ellicott City, Maryland 21043-4392

**Agenda:**

**Thursday, June 5, 2025**

**9:00 am**

**Hybrid Meeting (Banneker Room and WebEx Meeting)**

Streamed at <https://cc.howardcountymd.gov/Watch-Us>

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**I. Administrative Matters:**

- a. Vote on Meeting Minutes – May 1, 2025

**II. Case:**

BA 24-022C Charles Siperko (continued from 5/1/2025)  
Appeal of Hearing Examiner's Order dated March 3, 2025, which  
dismissed the Petition.  
(6717 Mink Hollow Road, Highland, MD 20777)

# **EXHIBIT B**

# ORDINANCE №. 2158 -2021

## AN ORDINANCE REPEALING THE EXISTING SIGN CODE CONTAINED IN CODE SECTION 12.12 AND ESTABLISHING A NEW SIGN CODE IN SECTION 17.45 OF THE UNIFIED DEVELOPMENT ORDINANCE

**BE IT ORDAINED** by the governing body, that is, the City Commission of the City of Clovis, New Mexico:

**SECTION ONE. RECITALS:** The City of Clovis adopted a comprehensive Unified Development Ordinance (UDO) on June 28, 2019. At the time, the City of Clovis recognized the need for a new sign code, both because of a recent change in law and because the current Sign Code is outdated. For this reason, the UDO reserved Chapter 17.45 for a new sign code. In order to adopt a new sign code, the City must repeal the current Sign Code and adopt a new sign code for incorporation in Section 17.45 of the Unified Development Ordinance.

**SECTION TWO. AMENDMENT OF EXISTING CODE SECTION.** The following chapter of City Code is hereby repealed in its entirety:

Chapter 12.12 Signs, Billboards and Overhanging Structures

**SECTION THREE. ADDITION OF NEW CODE SECTION.** The following code section is hereby created and shall be incorporated in Section 17.45 of the Unified Development Ordinance:

### **Chapter 17.45 – Sign Code**

#### **17.45.010 Purpose**

The purpose of this Chapter, referred to hereafter as “this Chapter” or “this Code”, is to regulate the size, color, lighting, movement, materials, location, height and condition of all signs within the

City, thus ensuring the protection of property values, the character of the various neighborhoods, the aesthetic value of the City, while encouraging economic development. This Chapter allows adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all signs. This Chapter shall be interpreted in a manner consistent with the First Amendment to the United States Constitution's guarantee of free speech, including its prohibition of regulating signage based on content, viewpoint, or message. If any provision of this Chapter is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this Chapter.

#### **17.45.020 General Provisions**

- A.** Signs not expressly permitted as being allowed by right or by special use permit under this chapter, by specific requirements in another portion of this Chapter, or otherwise expressly allowed by the City are prohibited.
- B.** A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein shall be deemed to be an integral but accessory and subordinate part of the principal use of land or building. Therefore, the intent of this article is to establish limitations on signs in order to ensure they are appropriate to the land, building or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in Chapter 17.45.010.
- C.** These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.
- D.** These regulations distinguish between portions of the City designed for primarily vehicular access and portions of the City designed for primarily pedestrian access.
- E.** These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.
- F.** These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample

channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

**G.** These regulations are not intended to and do not apply to signs erected, maintained or otherwise posted, owned or leased by the State of New Mexico, the federal government, or the City.

### **17.45.030 Definitions**

**A.** Words and terms expressly defined in this Chapter have the specific meanings assigned unless the context clearly indicates another meaning. Words that are not expressly defined in this Chapter have their common dictionary meaning.

“Abandoned Sign” a sign that it appears to be unused, and is dilapidated, unsightly and in a state of disrepair and remains in such condition for a period of three (3) consecutive months.

“Athletic field” means a piece of land prepared and used for playing a game or sporting activity and regularly hosting sporting practices and events.

“Attached signage” means any sign which is fastened to, connected to, or painted on and wholly or partially supported by a building or other structure located on a property, including awnings signs, marquee signs, banners, roof signs, window signs and wall signs, but not including canopy signs.

“Arterial street” means a street designated as arterial by this Chapter and with signals at important intersections and stop signs on side streets and which collects and distributes traffic to and from collector streets.

“Billboard” means a sign, permanent in nature, located within thirty (30) feet of an arterial roadway as designated by this Chapter or the UDO, maintained on a mast or pole(s) and designed or constructed such that the sign face is subject to periodic change, either physically or digitally, and within the view of motorists or pedestrians.

“Building” means a roofed and walled structure built for permanent or semipermanent use.

“Business centers” means a group of commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and

protection from the elements.

“Canopy” means an open air permanent roofed shelter supported by columns, poles or walls and not attached to another building or structure.

“Canopy sign” means a sign fastened to, connected to, or painted on and wholly or partially supported by a canopy.

“Collector street” means a street which collects traffic from residential streets and connects with arterials.

“Directional sign” means a sign indicating entrances and exits, including those for parking lots and garages.

“Electric” means any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.

“Flag” means any rectangular, triangular or square display constructed of lightweight material and attachable by one edge to a pole or rope.

“Flat wall sign” means a sign affixed directly to or painted on or otherwise inscribed on an exterior wall and confined within the limits thereof of any building and which projects from that surface less than twelve (12) inches at all points.

“Flashing sign” means any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this Code any moving illuminated sign, except digital billboards, shall be considered a flashing sign.

“Freestanding sign” means a sign erected and maintained on a freestanding frame, mast or pole not attached to any building, and not including ground mounted signs.

“Government sign” means a sign that is constructed, placed or maintained by the federal, state or local government or a sign that is required to be constructed, placed or maintained by the federal, state or local government either directly or to enforce a property owner’s rights.

“Ground mounted sign” means a sign which extends from the ground, or has support which places the bottom of the sign less than two (2) feet from the ground.

“Marquee” means a covering structure bearing a signboard or copy projecting from and attached to a building.

“Non-Conforming Sign” means any sign which does not conform with the provisions of this Chapter or another provision of the UDO; including but not limited to prohibited

signs and abandoned signs.

“Original art display” means a hand-painted work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner. An original art display does not include: mechanically produced or computer-generated prints or images, including but not limited to digitally printed vinyl; electrical or mechanical components; or changing image art display.

“Outdoor advertising sign” means a sign which advertises goods, products or services which are not sold, manufactured or distributed on or from the premises or facilities on which the sign is located.

“Pole sign” means a sign, including its supporting structure and flags not otherwise exempted, which is mounted on one or more free-standing poles or other support independent of a building and having its lowest edge eight feet or more above the elevation of the curb of the nearest roadway.

“Portable sign” means any structure without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability.

“Projecting sign” means a sign, other than a wall sign, which projects from and is supported by a wall of a building or structure.

“Residential street” means a street designed to provide access to abutting property and lightly trafficked streets, and to discourage through traffic.

“Roof sign” means a sign located on or above the roof of any building, not including false mansard roof, canopy, or other fascia.

“Sign” means a name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface, which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Signs located completely within an enclosed building, and not exposed to view from a street, shall not be considered a sign. Each display surface of a sign or sign face shall be considered to be a sign.

“Sign area” means the space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure; or, where attached directly to a building wall or

surface, the space within the outline enclosing all the characters of the words, numbers or design.

“Sign face” means the entire display surface area of a sign upon, against or through which copy is placed.

“Structure” means anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, and includes buildings, parking areas, walks, fences, canopies and out buildings.

“Substantially repaired” means any repair whereby the cost of restoring the sign to its before condition would equal or exceed 50% of the value of the sign identified in the sign permit and determined at the time the permit was executed.

“Temporary sign” means a banner, pennant, poster or display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the code official to be displayed for a limited period of time.

#### **17.45.040 Prohibited Signs**

**A.** The following signs or lights are prohibited in every district and zone of the City:

**1.** Signs that are of a size, location, movement, coloring, or manner of illumination which may be confused with or construed as a traffic control device, or emergency device, or which hide from view any traffic or street sign or signal.

**2.** Signs which contain or consist of banners, posters, pennants, ribbons, streamers, or other similarly moving devices or signs which are likely to fall or dismount due to unusual weather or unusually high wind. This Section does not include signs otherwise allowed under 17.45.090(H).

**3.** Signs which contain blinking, flashing or fluttering lights or other illuminating devices which exhibit movement and are positioned in such a manner that they significantly distract drivers and are a threat to public safety.

**4.** Signs that would be an Original Art Display but does not have the permission of the owner of the property on which it is located or is graffiti.

**5.** Signs that do not comply with the location, size or use restrictions of this Code.

**6.** Signs placed on property without the permission of the property owner or lessee and signs placed on government property or in the public right of way.

**7.** Signs which are affixed to or painted on a vehicle, other than to advertise the vehicle

itself for sale, if a vehicle is parked in a location, for the purpose of advertising and not for a legitimate business purpose or in the course of regular and ordinary use of the vehicle.

8. Abandoned signs as defined in this Code.

#### **17.45.050 Authorized Signs**

A. The following signs are authorized pursuant to this Code and in every district or zone of the City:

1. Although these regulations do not apply to signs erected, maintained or posted by the State, federal government or the City, these regulations clarify that Government signs are allowed in every zoning district which form the expression of this government when erected and maintained pursuant to law.

2. Traffic control devices on private or public property erected and maintained to comply with the Manual on Uniform Traffic Control Devices adopted in New Mexico and/or with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration.

4. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner shall comply with the federal, state or local law to exercise that authority by posting a sign on the property.

5. A flag that has been adopted by the federal government, New Mexico, Curry County or the City may be displayed as provided under the law that adopts or regulates its use, and other flags as are provided in this Code.

6. Signs not in an enclosed building and not exposed to view from a street or public right of way, public place or other property such as those not visible to a person from a public right of way, public place or other property.

7. Signs constructed pursuant to a valid building permit when required under this Code and authorized by this Code.

#### **17.45.060 Lessees**

For purposes of the enforcement of the Sign Code, the lessee of a property is considered the property owner as to the property the lessee holds a right to use exclusive of others, or the sole right to occupy.

### **17.45.070 Permit Required**

**A.** A permit is required for all signs within the City, except as provided in this Section.

**B.** The following sections apply to applications for a sign permit:

**1.** An application for a sign permit shall be filed with the Department of Building Safety on forms furnished or approved by the Department. The applicant shall provide sufficient information to determine if the proposed sign is allowed under this Code and other applicable laws, regulations, and ordinances. An application for any sign shall only be made by the property owner and shall state the date when the owner intends to erect it.

**2.** An application for a new freestanding sign or billboard sign which, when erected or constructed exceeding thirty (30) feet in height above ground level, or for all roof signs, shall be accompanied by a drawing of the sign structure and the sign prepared by and certified by a registered professional engineer or licensed architect. The building inspector may also require similar certification by a registered professional engineer or licensed architect where any unusual structural provisions of a proposed sign and structure indicate such certification is necessary in the interest of the public safety.

**3.** The Department of Building Safety shall process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within ten (10) days after receipt of the application. Any application that complies with all provisions of this Code, the Unified Development Ordinance (UDO), the building code, and other applicable laws, regulations, and ordinances shall be approved.

**4.** If the application is denied, the Department of Building Safety or City shall provide a list of the reasons for the denial in writing. An application may be denied for non-compliance with the terms of this code, the Unified Development Ordinance, building code, or other applicable law, regulation, or ordinance.

**5.** An applicant may appeal the denial of an application to Planning and Zoning Commission, and then to the City Commission, in accordance with this Section and the Unified Development Ordinance.

**6.** A nonrefundable application fee established by the City of Clovis shall be submitted with any initial application. A subsequent permitting fee, based upon the cost of construction of the sign and in accordance with the current Type II City of Clovis Permit Fee

Schedule, shall be paid upon the issuance of a permit.

C. If a sign is not installed within six (6) months following the issuance of a sign permit, the permit shall be void.

D. The City may revoke a sign permit under any of the following circumstances:

1. The City determines that information in the application was materially false or misleading.

2. The sign as installed does not conform to the sign permit application.

3. The sign violates this Section, the Unified Development Ordinance, or other applicable law, regulation, or ordinance.

4. The Department of Building Safety determines that the sign is not being properly maintained or is an abandoned sign as defined in Section 17.45.030.

5. A permit revocation may be appealed in accordance with Section 17.65.150 of the Unified Development Ordinance.

E. A sign permit is not required for signs:

1. Described in Sections 17.45.050, 17.45.080 and all temporary signs

2. Official notices or advertisements posted or displayed by or under the direction of any public or court officer in the performance of official or directed duties; provided, that all such signs shall be removed no more than ten (10) days after their purpose has been accomplished.

F. When any sign, or a major part thereof, is blown down or otherwise destroyed or taken down or removed for any purpose other than maintenance operation or for changing letters, symbols or other matter on such sign and structure, it shall not be re-erected, reconstructed or rebuilt without first obtaining a permit and be in full conformance with this Chapter and all other applicable codes and ordinances.

G. An applicant may appeal the denial of an application to Planning and Zoning Commission, and then to the City Commission, in accordance with this Section and the Unified Development Ordinance.

#### **17.45.080 Specific Sign Regulations for Residential Districts**

A. The sub-sections contained herein apply to all residential districts, to include Residential Single Family-170 (RS-170), Residential Single Family-7 (RS-7) and Residential Multi-Family (RM) districts.

**B.** For residential developments (including subdivision identification) the maximum size and number of signs that the owner or owners of the residential development may erect, and shall maintain if erected, at the entrances to the development shall be controlled according to the following:

1. Residential developments four (4) acres or less in area may have a sign or signs with a total area of no more than thirty-two (32) square feet;

2. Residential developments over four (4) acres but less than forty (40) acres in area may have a sign or signs which have a total area of no more than forty-eight (48) square feet;

3. Residential developments of forty (40) acres or more in area may have a sign or signs with a total area of no more than one hundred twelve (112) square feet.

**C.** The following height restrictions apply to all signs within residential districts:

1. If ground-mounted, the top shall not be over six (6) feet above the ground; and

2. If building or fence mounted, shall be flush mounted and shall not project above the roof line.

**D.** Temporary Signs

1. A property owner may place three temporary (3) signs with a sign face no larger than six (6) square feet on the property at any time, so long as any such sign is no further than five (5) feet from the principal residential structure and no taller than three (3) feet.

2. A property owner may place one (1) temporary sign with a sign face no larger than six (6) square feet on their property for a period of thirty (30) consecutive days, so long as the sign is no closer than five (5) feet from the curb or public right of way and no taller than three (3) feet.

3. A property owner may place a temporary sign no larger than 8.5 inches by 11 inches in one window on the property at any time.

4. One temporary sign per 0.25 acres of land may be located on the owner's property for a period of thirty (30) days prior the day of an election, and no more than ten (10) days following the election day, involving candidates for a federal, state or local office, or involves an issue on the ballot of an election within the district where the property is located. Any such sign shall be no larger than six (6) square feet and no closer than five (5) feet from the curb or public right of way. Where the size of the property is smaller than 0.25 acres these signs may be posted on the property for each principal building lawfully existing on the property.

5. One temporary sign may be located on a property when:

**a.** The owner consents and that property is being offered for sale by the owner(s) of the property or through a licensed real estate agent; and

**b.** For a period of ten (10) days following the date title to the property is actually transferred from seller to buyer, otherwise known as the final closing date.

**c.** All signs described in this subsection shall be no larger than six (6) square feet, no closer than five (5) feet from the curb or public right of way, and twenty-five (25) feet from any intersection.

**d.** If a property is on a corner lot, meaning the property is abutted by two (2) public streets, the property may have two (2) temporary signs described in this subsection.

**6.** One temporary sign may be located on the owner's property on a day when the property owner is opening the property to the public; provided, however, the owner may not use this type of sign more than twelve (12) days in a year. For purposes of this Section, a year is counted from the first day on which the sign is erected counting backwards and from the last day on which the sign exists counting forward. If a property is on a corner lot, meaning the property is abutted by two (2) public streets, the property may have two (2) temporary signs described in this subsection.

**7.** Between December 1 to January 10, a property owner may place additional temporary signs on the property and may use non-invasive lights or other decorations, subject to the residential and commercial lighting provisions contained in the Unified Development Ordinance

**8.** Temporary signs shall not be located within any right-of-way whether dedicated or owned in fee simple or as an easement.

**9.** Temporary signs shall not be placed on any utility pole, street light, similar object, or on public property.

**10.** Temporary signs shall not be illuminated.

**E. Flags**

**1.** In addition to flags allowed in Section 17.45.050(5), four flags and two flag poles shall be allowed for each residence. Each flag shall be a maximum of fifteen (15) square feet in area. The flag pole, if located on a residential street, shall be a maximum of twenty-five (25) feet in height, or as tall as the highest point of the principal building's roof, whichever is higher. If the flag pole is located adjacent to a collector or arterial street, the flag pole shall be a maximum of

thirty (30) feet in height. Flag poles shall be located no closer than ten (10) feet from the property boundary

F. Except as provided in this Chapter, all other signs are prohibited in residential districts.

**17.45.090 Specific Sign Regulations for Commercial General, Industrial and Central Business Districts**

A. The sub-sections contained herein apply to Commercial General (CG), Industrial (I) and Central Business Districts (CBD).

B. Attached Signs

1. The regulations in this subsection apply to attached signage, as defined in Section 17.45.030.

2. A business may have up to five (5) attached signs on each exterior wall of the primary building or structure.

3. Attached signs may break the vertical plane of the exterior wall which holds the sign.

4. Attached signs, regardless of the number, shall not take up more than fifteen percent (15%) of the exterior wall which holds the sign.

5. Attached signs are subject to the design standards of all applicable codes.

C. Canopy Signs

1. The regulations in this subsection apply to canopy signage, as defined in Section 17.45.030.

2. A canopy may contain up to three (3) signs on each side of a canopy.

3. A single canopy sign shall not exceed fifty (50) square feet.

4. Canopy signs may break the horizontal and vertical planes of the canopy.

5. Canopy signs are subject to the design standards of all applicable codes.

D. Freestanding Signs

1. The regulations in this subsection apply to freestanding signage, as defined in Section 17.45.030.

2. The number of freestanding signs is limited to one (1) per lot, except where the frontage of the lot exceeds 600 linear feet. For those lots, two (2) freestanding signs are permitted, provided there is a minimum distance of 200 feet between the signs.

3. Individual freestanding signs shall be limited to those businesses that own direct, unobstructed (on-site) access to the public street.

4. The minimum setback for freestanding signs is determined by street classification as designated in the table below:

**Table 1: Minimum Setbacks by Street Classification (in feet)**

Street Class	Front Setback	Side Setback
Residential	10 feet from property line	5 feet side yard
Collector	12 feet from property line	5 feet side yard
Arterial	15 feet from property line	5 feet side yard
US 60/84 and US 60/70/84	15 feet from property line	5 feet side yard

5. The maximum height of freestanding signs is determined by street classification as outlined in the table below:

**Table 2: Maximum Sign Height by Street Classification (in feet)**

Street Class	CG, CBD & I
Residential	20
Collector & Arterial	30
US 60/84 and US 60/70/84 to Norris St.	40
US 60/70/84 from Norris St. East	60

6. The maximum size of freestanding signs is determined by street classification as outlined in the table below:

**Table 3: Maximum Sign Size by Street Classification (in square feet)**

Street Class	CG, CBD & I
Residential	120
Collector & Arterial	120
US 60/84 and US 60/70/84 to Norris St.	200
US 60/70/84 from Norris St. East < 40 ft Height	200
US 60/70/84 from Norris St. East > 40 ft Height	400

**E. Temporary Signs**

**1.** One (1) temporary sign may be located on a property containing a business so long as any such sign is located within ten (10) feet of the entrance to the principal building and is removed by the property owner when the business is not open to the public.

**2.** A property owner may place three temporary (3) signs with a sign face no larger than six (6) square feet on a property containing a residence, so long as any such sign is no further than five (5) feet from the principal residential structure and no taller than three (3) feet.

**3.** A property owner may place one (1) temporary sign with a sign face no larger than six (6) square feet on a property containing a residence for a period of thirty (30) consecutive days, so long as the sign is no closer than five (5) feet from the curb or public right of way and no taller than three (3) feet.

**4.** One (1) temporary sign per 0.25 acres of land may be located on the owner's property for a period of thirty (30) days prior to an election, and no more than ten (10) days following an election, involving candidates for a federal, state or local office that represents the district in which the property is located or involves an issue on the ballot of an election within the district where the property is located. Any such sign shall be no larger than thirty-two (32) square feet and no closer than five (5) feet from the curb or public right of way. Where the size of the property is smaller than 0.25 acres these signs may be posted on the property for each principal building lawfully existing on the property.

**5.** One temporary sign may be located on a property when:

**a.** The owner consents and that property is being offered for sale through a licensed real estate agent.

**b.** When the sign is owned by the property owner and that property is offered for sale by the owner through advertising in a local newspaper of general circulation; and

**c.** For a period of ten (10) days following the date on which a contract of sale has been executed by a person purchasing the property.

**d.** All signs described in this subsection shall be no larger than thirty-two (32) square feet, no closer than five (5) feet from the curb or public right of way, and twenty-five (25) feet from any intersection.

**6.** One temporary sign may be located on the owner's property on a day when the

property owner is opening the property to the public; provided, however, the owner may not use this type of sign more than twelve (12) days in a year. For purposes of this Section, a year is counted from the first day on which the sign is erected counting backwards and from the last day on which the sign exists counting forward.

7. Between December 1 to January 10, a property owner may place additional temporary signs on the property and may use non-invasive lights or other decorations, subject to the residential and commercial lighting provisions contained in the Unified Development Ordinance.

8. Temporary signs shall not be located within any right-of-way whether dedicated or owned in fee simple or as an easement.

9. Temporary signs shall not be placed on any utility pole, street light, similar object, or on public property.

10. Temporary signs shall not be illuminated.

#### **F. Directional Signs**

1. A business may have up to two (2) directional signs for each entrance or exit of a property to a public street.

2. Directional signs must be set back at least two (2) feet from the property line.

3. Directional signs shall be no taller than five (5) feet and no larger than eight (8) square feet.

#### **G. Flags**

1. In addition to flags allowed in Section 17.45.050(5), A property may have one (1) flag per twenty-five (25) feet of street frontage on a right-of-way with a maximum of six (6) flags and three (3) flag poles per property. Each flag shall be no larger than twenty-four (24) square feet in size. Flag poles shall be a maximum of fifty (50) feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flag poles shall be located no closer than ten (10) feet from the property boundary.

2. Vehicle sales and service establishments, including car lots, are permitted to display one (1) small flag of no more than two (2) square feet in area attached to vehicles on display for sale or rent. Such flag shall be no higher than two (2) feet above the height of the vehicle as if it were displayed at grade level.

#### **H. Commercial Promotional Displays and Events**

1. Additional signage for businesses or organizations participating in occasional events which require special advertising shall be allowed subject to the conditions contained in this section.

2. A business shall be allowed one (1) permit for a grand opening display during its first six (6) months of operation. The permit for this display shall be for twenty (20) consecutive days.

3. A business shall be allowed one (1) bona fide going out of business display. The permit for this display shall be for sixty (60) consecutive days.

4. A business or organization shall be allowed three (3) permits per calendar year for special events or activities. Each permit shall authorize twenty (20) consecutive days of activity.

5. During commercial promotional displays or special events, businesses shall be limited to one (1) additional freestanding and three additional attached signs. Each sign shall not exceed one hundred (100) square feet in size.

6. Displays incorporating balloons, streamers, flags, temporary signs and pennants shall be permitted and are not limited in size and number.

7. Permits for commercial promotional displays and events shall be issued pursuant to Section 17.45.070. The applicant shall provide to the Department of Building Safety the address of the business where the display is to be placed and the first day of the display. No portion of a display (i.e., structure or sign) shall be erected prior to the first day of the event as stated on the permit. All displays shall be removed not later than the permissible time limit stated in this section. A permit shall be issued to the applicant and shall remain in effect for the duration of that event. No permit fee shall be assessed. A new permit is required for each event.

**I. Business Centers**

1. Attached signage shall be allowed as described in Section 17.45.090(B).

2. The maximum height of freestanding signs shall be as described in Section 17.45.090(D).

3. The maximum size of freestanding signs shall be based upon linear street frontage as outlined in the table below:

**Table 4: Maximum Sign Size (in square feet)**

Street Frontage	Sign Size
0-200	120
200-400	160
400+	200

**17.45.100 Planned Unit Development Zones and Traditional Neighborhood Development**

- A. A newly submitted Planned Unit Development (PUD) shall provide a plan for signage that is desired in the new development during the PUD review process.
- B. Any changes to the signage plan of a PUD shall provide a minor PUD amendment.
- C. A previously approved and existing PUD or any newly submitted PUD that does not present a plan for signage shall use existing sign regulations of the sign code. A PUD with residential land uses shall follow sign regulations for residential zones; a PUD with commercial land uses shall follow sign regulations for commercial zones; and a PUD with industrial land uses shall follow sign regulations for industrial zones. A mixed-use PUD shall follow sign regulations of the appropriate zone that fits the land use of the PUD.

**17.45.110 Billboards**

- A. Billboards may be located only along arterial roadways and only in Commercial General or Industrial Zones.
- B. Total sign area, spacing, height and setbacks for billboards shall be subject to the following requirements:
  - 1. Billboards shall not exceed three hundred (300) square feet of total sign area, shall be spaced a minimum of one thousand (1,000) feet away from any other billboard, in any direction, and shall not exceed forty (40) feet in height measured from ground level.
  - 2. A maximum of two faces, parallel back-to-back is permitted, provided both faces are of the same size and attached to the same pole for support. Sign faces shall be relatively perpendicular to the designated roadway and each face shall not advertise more than one message.
  - 3. Billboards shall be supported by a maximum of two (2) upright poles.
  - 4. Vertical or horizontal stacking of billboards is prohibited.

5. Billboards shall be set back a minimum of fifteen (15) feet from the property line fronting along the designated roadway. Except for billboards fronting along interstate highways, the setback from the designated roadway shall not exceed one third (1/3) of the property depth. In each case there shall be a minimum of five (5) feet from all other property lines measured from the property line to any portion of the billboard structure.

6. Minimum site (lot) area shall be 7,000 square feet for Commercial General zones and 20,000 square feet for Industrial zones.

7. A billboard shall not be erected or maintained unless the owner and operator of the billboard possess the requisite real property, including City property and rights of way, or legal use of such property, as required to maintain the billboard.

#### **17.45.120 Athletic field signs**

A. This subsection allows for the placement and regulation of signs inside athletic fields in all zones within the City.

B. Signs shall be permitted to be displayed on the inside of fences surrounding individual athletic fields, with the advertising or promotional side facing the playing field.

C. Each sign shall not exceed thirty-two (32) square feet in sign area.

D. Signs shall not be permitted to extend above or beyond the edges of the fence.

E. Freestanding signs and attached signs, other than those identifying the field, are not permitted.

#### **17.45.130 Nonconformity and Modification**

A. Any non-conforming attached sign, freestanding sign, directional sign, canopy sign or billboard shall be allowed to continue in use, unless and until the sign is substantially repaired, altered in terms of the size or materials used, relocated or replaced after the adoption of this Code, at which time the sign must comply with all provisions of this Code and the Unified Development Ordinance.

B. Signs which were nonconforming to the prior ordinances and which do not conform to this Code shall be removed.

C. All temporary signs, regardless of their prior compliance, shall be brought into compliance immediately or removed.

**D.** Any directional signs which are not permanently affixed to a surface, and which may be easily and inexpensively brought into compliance, shall be brought into compliance within one (1) year of the adoption of this Code.

**17.45.140 Enforcement and Abatement**

**A.** Notwithstanding any other provision of the Clovis City Code to the contrary, any person who causes, permits, allows, maintains, or suffers a violation of any provision of this Chapter, or who fails to comply with any requirement of this Chapter, is guilty of a misdemeanor offense punishable by a fine of up to \$500.00 per violation, per day, plus any applicable court costs. A second violation for the same offense shall be punishable by a minimum fine of \$100.00, which shall not be suspended or deferred. A third or subsequent violation for the same offense shall be punishable by a minimum fine of \$200.00, which shall not be suspended or deferred.

**B.** Any violation or attempted violation of this Chapter, or of any condition or requirement adopted pursuant hereto may be restrained, corrected or abated, as the case may be, by injunction or other appropriate proceedings pursuant to state law or municipal ordinance. The remedies shall include the following:

1. Issuing a stop-work order for all work on any signs on the same lot.
2. Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the nonconformity.
3. Imposing any penalties that can be imposed directly by the City under this Chapter.
4. Seeking in any court of competent jurisdiction, the imposition of any penalties that can be imposed by law.

5. In the case of a sign that poses an immediate danger to the public health or safety, taking measures as are available to the City under this Chapter, the City Code and the Unified Development Ordinance, including the immediate removal of a dangerous sign.

6. In the case of an abandoned sign, the City shall issue a written notice to the permittee, if any, and to the property owner, which notice shall state that such sign shall be removed within thirty (30) days. If the permittee, if any, or property owner fails to comply with such written notice to remove, the building inspector is authorized to cause removal of such sign as outlined in this Code and the City may store or dispose of the sign at its sole discretion.

7. The enforcement process shall be as outlined herein, except those signs posted in the right-of-way that are not in compliance with this Chapter, or any signs posted on City property without permission, shall be removed by the City.

8. The City shall not be responsible for damages to confiscated signs.

C. The City shall have other remedies as are and as may from time to time be provided for or allowed by state law or municipal ordinances for the violation of this Chapter, including the imposition of any liens against properties upon which non-conforming signs are located for expenses incurred by the City.

PASSED, APPROVED AND ADOPTED this 6th day of January, 2022.

**CITY OF CLOVIS, NEW MEXICO**

By: \_\_\_\_\_  
Michael Morris, Mayor

( S E A L )

ATTEST:

\_\_\_\_\_  
City Clerk

# **EXHIBIT C**



Start a Trial (/user/acco

Standard Templates (/standards) | Public Contracts (/tags)

AI Assistant

## Athletic Field definition

**Athletic Field** means a piece of land prepared and used for playing a game or sporting activity (/dictionary/sporting-activity) and regularly hosting sporting practices and events.

Sample 1	( <a href="https://cityofclovis.org/wp-content/uploads/2022/01/2158-2022-Ord-Sign-Code-1-6-22.pdf">https://cityofclovis.org/wp-content/uploads/2022/01/2158-2022-Ord-Sign-Code-1-6-22.pdf</a> )		
Sample 2	( <a href="http://www.cityofclovis.org/wp-content/uploads/2022/01/2158-2022-Ord-Sign-Code-1-6-22-1.pdf">http://www.cityofclovis.org/wp-content/uploads/2022/01/2158-2022-Ord-Sign-Code-1-6-22-1.pdf</a> )		
Sample 3	( <a href="https://www.easternnewmexiconews.com/home/customer_files/specialpubs/ord-sign-code-12-23-21-draft.pdf">https://www.easternnewmexiconews.com/home/customer_files/specialpubs/ord-sign-code-12-23-21-draft.pdf</a> )	Draft Instantly	4
		Save	Copy

**Athletic Field** means those fields identified in this document.

Sample 1	( <a href="https://www.richlandparksandrec.com/home/showdocument?id=4453">https://www.richlandparksandrec.com/home/showdocument?id=4453</a> )		
Sample 2	( <a href="http://mrsc.org/getmedia/70600796-52af-4955-b3f1-39452075e8d2/r5athletFieldGuide.pdf.aspx">http://mrsc.org/getmedia/70600796-52af-4955-b3f1-39452075e8d2/r5athletFieldGuide.pdf.aspx</a> )		
Sample 3	( <a href="https://www.richlandparksandrec.com/home/showdocument?id=8464">https://www.richlandparksandrec.com/home/showdocument?id=8464</a> )	Draft Instantly	4
		Save	Copy

**Athletic Field** means facilities used for sporting activities (/dictionary/sporting-activities) such as softball, baseball, football, soccer, running track (/dictionary/running-track), tennis, and other non (/clause/other-non)-motorized sports. Athletic fields (/dictionary/athletic-fields) may include bleachers, concession stands (/clause/concession-stands), lights, restrooms, and other supporting facilities (/dictionary/supporting-facilities).

Sample 1	( <a href="https://www.covingtonwa.gov/10-23-2018%20Special%20Meeting%20-%20Joint%20Study%20Session%20w-Planning%20Commission%20Agenda%20Packet.pdf">https://www.covingtonwa.gov/10-23-2018%20Special%20Meeting%20-%20Joint%20Study%20Session%20w-Planning%20Commission%20Agenda%20Packet.pdf</a> )		
Sample 2	( <a href="http://cms2.revize.com/revize/cityofcovington/10-23-2018%20Regular%20Meeting%20Agenda%20Packet.pdf">http://cms2.revize.com/revize/cityofcovington/10-23-2018%20Regular%20Meeting%20Agenda%20Packet.pdf</a> )	Draft Instantly	4
		Save	Copy

## Examples of Athletic Field in a sentence

The fee for use of **athletic fields** is determined by the **Athletic Field** Use Agreement.

The **Athletic Field** Master Plan sets an upper limit of 680 hours of use per year for grass fields in the Northeast.

There is an urgent need to relocate the students' locker rooms in the main campus as the distance between the LC **Athletic Field** House and the women's and men's locker rooms does not meet Title IX requirements.

RPCA will compile a status report on the successes to date of implementation of the 2006 **Athletic Field** Study.

Restrictions would be placed on the Storage Basin, **Athletic Field**, and Irrigation Field, mainly to prohibit the installation of new drinking water wells until groundwater cleanup standards are met.

## More Definitions of Athletic Field

**Athletic Field** means any field or open space (/dictionary/open-space) used primarily (/dictionary/used-primarily) for sporting activities (/dictionary/sporting-activities).

Sample 1	( <a href="https://biznet.ct.gov/SCP_Documents/Bids/49180/Addendum__1_Landscaping_and_Snow_Removal_Binder1.pdf">https://biznet.ct.gov/SCP_Documents/Bids/49180/Addendum__1_Landscaping_and_Snow_Removal_Binder1.pdf</a> )		
Sample 2	( <a href="https://cdn5-ss7.sharpschool.com/UserFiles/Servers/Server_111100/File/FINANCE/LPS-0043%20PEST%20BID.pdf">https://cdn5-ss7.sharpschool.com/UserFiles/Servers/Server_111100/File/FINANCE/LPS-0043%20PEST%20BID.pdf</a> )		
Sample 3	( <a href="https://www.stamfordpublicschools.org/sites/g/files/vyhlf3841/f/uploads/rfp_16-13_pest_control_and_inspection.pdf">https://www.stamfordpublicschools.org/sites/g/files/vyhlf3841/f/uploads/rfp_16-13_pest_control_and_inspection.pdf</a> )	Draft Instantly	3
		Save	Copy

### AI Assistant

**Athletic Field** means any outdoor space (/clause/outdoor-space) used for organized athletic or sporting activities (/dictionary/sporting-activities) that is:

Sample 1	( <a href="https://www.iatse856.com/assets/Collective-Agreement/2021-Schedule-KLM-Winter-travel-Smoking-by-law-Toilet-Facilities.pdf">https://www.iatse856.com/assets/Collective-Agreement/2021-Schedule-KLM-Winter-travel-Smoking-by-law-Toilet-Facilities.pdf</a> )			
Sample 2	( <a href="https://iatse856.com/assets/Collective-Agreement/2020-Schedule-KLM-Winter-Travel-Smoking-By-law-Toilet-Facilities-copy.pdf">https://iatse856.com/assets/Collective-Agreement/2020-Schedule-KLM-Winter-Travel-Smoking-By-law-Toilet-Facilities-copy.pdf</a> )			
Sample 3	( <a href="https://iatse856.com/assets/Collective-Agreement/2019-Schedule-K-L-M-Winter-Travel-Smoking-Toilet-Facilities.pdf">https://iatse856.com/assets/Collective-Agreement/2019-Schedule-K-L-M-Winter-Travel-Smoking-Toilet-Facilities.pdf</a> )	Draft Instantly	3	
				Save Copy

**Athletic Field** means that portion of the Complex (/dictionary/the-complex) which is the artificial turf (/dictionary/artificial-turf) field located adjacent to the School (/clause/to-the-school) and the Community Centre (/clause/community-centre), as depicted on Schedule (/dictionary/on-schedule) "C" attached hereto;

Sample 1	( <a href="https://www.hrce.ca/sites/default/files/hrsb/2015-09-30.pdf">https://www.hrce.ca/sites/default/files/hrsb/2015-09-30.pdf</a> )			
Sample 2	( <a href="https://www.hrce.ca/sites/default/files/hrsb/rbm_package_-_september_23_2015_2.pdf">https://www.hrce.ca/sites/default/files/hrsb/rbm_package_-_september_23_2015_2.pdf</a> )	Draft Instantly	2	
				Save Copy

**Athletic Field** means a prepared surface outdoors for use while playing or participating in (/dictionary/participating-in) an organized sport (/dictionary/organized-sport).

Sample 1	( <a href="https://www.cityofwestminster.us/Portals/1/Documents/Government%20-%20Documents/City%20Council/AgendaArchive/ag051313.pdf">https://www.cityofwestminster.us/Portals/1/Documents/Government%20-%20Documents/City%20Council/AgendaArchive/ag051313.pdf</a> )			
Sample 2	( <a href="https://www.westminsterco.gov/Portals/1/Documents/Government%20-%20Documents/City%20Council/AgendaArchive/ag061013.pdf">https://www.westminsterco.gov/Portals/1/Documents/Government%20-%20Documents/City%20Council/AgendaArchive/ag061013.pdf</a> )	Draft Instantly		
	2			Save Copy

**Athletic Field** means the natural turf field adjacent to (/dictionary/adjacent-to) the School;

Sample 1	( <a href="https://www.hrce.ca/sites/default/files/hrsb/Downloads/pdf/reports/2011-2012/June/12-04-1351.pdf">https://www.hrce.ca/sites/default/files/hrsb/Downloads/pdf/reports/2011-2012/June/12-04-1351.pdf</a> )			
Sample 2	( <a href="https://www.hrce.ca/sites/default/files/hrsb/Downloads/pdf/agendas/2011-2012/20-Jun-12.pdf">https://www.hrce.ca/sites/default/files/hrsb/Downloads/pdf/agendas/2011-2012/20-Jun-12.pdf</a> )	Draft Instantly	2	
				Save Copy

**Athletic Field** means an outdoor playing surface owned by (/dictionary/owned-by) or made available by (/dictionary/available-by) a lease, agreement or (/dictionary/agreement-or) otherwise to the City (/clause/to-the-city) and includes:

Sample 1	( <a href="https://open.regina.ca/dataset/5ea3fe85-6805-443f-a67c-9e203ab4e7b2/resource/dc51ba8a-d756-4efa-8ceb-632238c2aa17/download/2004-27.pdf">https://open.regina.ca/dataset/5ea3fe85-6805-443f-a67c-9e203ab4e7b2/resource/dc51ba8a-d756-4efa-8ceb-632238c2aa17/download/2004-27.pdf</a> )			
		Draft Instantly	1	
				Save Copy

**Athletic Field** means all types of (/clause/types-of) athletic fields (/dictionary/athletic-fields) including, but not limited (/clause/not-limited) to; baseball, softball, soccer, football, lacrosse, etc.

Sample 1	( <a href="https://stanwoodwa.org/DocumentCenter/View/2424/08-2017-Field-Use-Guidelines-PDF">https://stanwoodwa.org/DocumentCenter/View/2424/08-2017-Field-Use-Guidelines-PDF</a> )	Draft Instantly	1	
				Save Copy

**Athletic Field** means any sports field (/dictionary/sports-field) owned and operated (/dictionary/owned-and-operated) by the City of (/clause/city-of) Cold Lake and any sports field that is used through a rental agreement (/clause/rental-agreement) with the City of Cold Lake.

Sample 1	( <a href="https://pub-coldlake.escribemeetings.com/filestream.ashx?DocumentId=64880">https://pub-coldlake.escribemeetings.com/filestream.ashx?DocumentId=64880</a> )	Draft Instantly	1	
				Save Copy

**Athletic Field** means the natural turf field adjacent to the School (/clause/to-the-school);

Sample 1	(/contracts/cew6lJsiSLd#athletic-field)	Draft Instantly	1	
				Save Copy

#### AI Assistant

**Athletic Field** means HRM's grass playing surface located adjacent to the School (/clause/to-the-school) on the Halifax Common and commonly referred to as the South Commons Sport Field #16 or any other designated athletic field on the Halifax Common in place of (/dictionary/place-of) this field.

Sample 1 (<https://www.hrce.ca/sites/default/files/hrsb/Downloads/pdf/reports/2005-2006/June/06-06-960.pdf>) Draft Instantly 1

Save Copy

**Athletic Field** means an outdoor athletic facility (/clause/athletic-facility), whether publicly or privately owned and operated (/dictionary/owned-and-operated), for which its principal use (/dictionary/principal-use) consists of practice and playing fields (/dictionary/playing-fields) and associated accessory buildings (/dictionary/accessory-buildings), structures or parking areas (/clause/parking-areas) used for active recreational purposes (/dictionary/recreational-purposes) such as soccer, field hockey (/clause/field-hockey), lacrosse, baseball, softball and similar sports.

Sample 1 (<https://ia902202.us.archive.org/6/items/5514TCBusiness/5-5-14%20TC%20Business.pdf>) Draft Instantly 1

Save Copy

**Athletic Field** means a piece of land traditionally used for organized athletic or sporting event(s), including the adjoining spectator area (/dictionary/spectator-area).

Sample 1 (<https://lodica.legistar.com/View.ashx?M=F&ID=13338758&GUID=A9F5AD7C-D066-45F7-8013-557EFDC4A3EF>) Draft Instantly 1

Save Copy

**Athletic Field** means any HRM-owned natural grass fields (including baseball diamonds and soccer fields), all-weather turf fields, and artificial tracks, and includes any surrounding fences.

Sample 1 (/contracts/5otkdYfsRh#athletic-field) Draft Instantly 1

Save Copy

**Athletic Field** means those fields identified in this document. Terms and Conditions for Use (/clause/terms-and-conditions-for-use) of Athletic FieldsThe following rules and regulations will be in effect (/dictionary/in-effect) for all City of (/clause/city-of) Richland parks. The Organization (/clause/the-organization) will adhere to (/clause/adhere-to) all park rules and regulations (/clause/park-rules-and-regulations) and will insure all field use participants do as well.

Sample 1 (<https://www.richlandparksandrec.com/home/showdocument?id=8466>) Draft Instantly 1

Save Copy

**Athletic Field** means the natural turf field adjacent to (/dictionary/adjacent-to) the Porters Lake School & Community Facility (/dictionary/community-facility);

Sample 1 (/contracts/da6Mpxl7SPd#athletic-field) Draft Instantly 1

Save Copy

**Athletic Field** means a public sports competition (/dictionary/sports-competition) field, the essential feature of which is turf grass (/dictionary/turf-grass), used primarily (/dictionary/used-primarily) for organized sports (/dictionary/organized-sports) practice, competition or exhibition events for schools (/clause/for-schools), professional sports (/clause/professional-sports), or sanctioned league play (/dictionary/league-play).

Sample 1 (<https://content.civicplus.com/api/assets/b15222f9-651d-4bad-9a19-d8574fd37e87>) Draft Instantly 1

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# **EXHIBIT D**

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AI Assistant

## Athletic Fields definition

**Athletic Fields** means a developed recreation area (/clause/recreation-area) that may contain (/dictionary/may-contain) a playground as well as fields for competitive sports (/dictionary/competitive-sports) such as baseball, football, or soccer. Temporary bleachers and field equipment (/clause/field-equipment) may be provided.

Sample 1 (<https://mcclibrary.blob.core.usgovcloudapi.net/codecontent/50017/323557/Chapter%2053%20Zoning3.pdf>)

Sample 2 (<http://www.webstergroves.org/DocumentCenter/View/4055/8851-1-06-15-EXHIBIT-A>)

Sample 3 (<http://www.webstergroves.org/DocumentCenter/View/4006/8851-12-02-2014-Exhibit-A-?bidId=>) Draft Instantly 7

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**Athletic Fields** means the soccer field (/dictionary/soccer-field) located on Ginnie Springs Road and the multi- purpose sports field (/dictionary/sports-field) located near the Tennis Facility.

Sample 1 (<https://bartramspringscdd.com/wp-content/uploads/2024/04/Amenity-Facility-Policies-1.pdf>)

Sample 2 (<https://bartramspringsamenity.com/wp-content/uploads/2021/07/Amenity-Facility-Policies-6.22.pdf>)

Sample 3 ([https://bartramspringscdd.com/wp-content/uploads/2019/08/Amenity\\_Center\\_Policies\\_Rev\\_Aug\\_2019.pdf](https://bartramspringscdd.com/wp-content/uploads/2019/08/Amenity_Center_Policies_Rev_Aug_2019.pdf)) Draft Instantly 3

Save Copy

**Athletic Fields** means an area where community members (/clause/community-members) and organized sporting events (/clause/sporting-events) and teams can practice and play various sports, which are generally open-air and include soccer fields, baseball diamonds, basketball courts, etc.

Sample 1 ([https://s3.us-east-2.amazonaws.com/s3.countyplanning.us/wp-content/uploads/2018/07/NewburghHeights\\_Zoning\\_Code\\_December2017.pdf](https://s3.us-east-2.amazonaws.com/s3.countyplanning.us/wp-content/uploads/2018/07/NewburghHeights_Zoning_Code_December2017.pdf))

Sample 2 (<https://newburgh-oh.gov/wp-content/uploads/2020/10/Planning-and-Zoning-Code.pdf>) Draft Instantly 2

Save Copy

## Examples of Athletic Fields in a sentence

Report Cards for School Grounds include: General Requirements; **Athletic Fields**; Turf ; Ornamental Plants; and Landscape Plantings.

The Schedule of Fees and Charges for the Use of **Athletic Fields** may be amended from time to time by the City Council.

The most recent Schedule of Fees and Charges for the Use of **Athletic Fields**, as approved by the City Council, is attached hereto and incorporated herein as Exhibit "A".

It is recommended for person over the age of 18• All players must wear elbow pads.• Only rubber sole tennis shoes and roller blades allowed.Borough Staff reserves the right to refuse service to any participant and/or spectator who violates any policy or procedure or engages in any verbal and/or physical abuse of the **Athletic Fields** or Borough Staff.UNAUTHORIZED USERS WILL BE ASKED TO LEAVE.

**Athletic Fields** of America CorporationType Of ProcurementOther Professional ServicesTransaction Number Award ProcessAuthority Contract - Non-Competitive BidProcurement DescriptionBPC Ballfields & W.

Athletic Lot #1 - Commuter Student OverflowThis lot is located to the left as you enter the roadway (Maple Lane Extension) leading to the Maple Street **Athletic Fields**.

The sites include: Kennedell Park Ball Fields and the Griffin **Athletic Fields**.

The license granted herein does not constitute any future commitment by the City, or guarantee the approval of any future request submitted by the Organization, for use of the **Athletic Fields** at the same times and on the same dates set forth in the Field Use Permit.

The User will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the condition of any insurance policy upon the building.

We use cookies on our site to analyze traffic, enhance your experience and provide you with tailored content. All our **Athletic Fields** are strictly off limits for any soccer practices or ASA activities. For more information visit our privacy policy (/privacy-policy).

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## More Definitions of Athletic Fields

**Athletic Fields** means any fields used for athletic play to include football, baseball, softball, lacrosse and rugby.

Sample 1 (<https://dgs.dc.gov/sites/default/files/dc/sites/dgs/publication/attachments/DCAM-19-NC-RFP-0002%20Comprehensive%20Grounds%20Maintenance%20Services.pdf>)

Draft Instantly 1

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**Athletic Fields** means a public sports competition (/dictionary/sports-competition) field, the essential feature of which is turf grass (/dictionary/turf-grass), used primarily (/dictionary/used-primarily) for organized sports (/dictionary/organized-sports) practice, competition or exhibition events for schools (/clause/for-schools), professional sports (/clause/professional-sports), or sanctioned league play (/dictionary/league-play).

Sample 1 ([https://plano.gov/DocumentCenter/View/8782/2014-4-13\\_DroughtEmergencyResponsePlan?bidId=](https://plano.gov/DocumentCenter/View/8782/2014-4-13_DroughtEmergencyResponsePlan?bidId=)) Draft Instantly 1

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**Athletic Fields** means outdoor facilities (/dictionary/outdoor-facilities) used for sporting

Sample 1 ([https://ligcsa.com/assets/lbd-09115-03-9---dec--04-19-\(002\).pdf](https://ligcsa.com/assets/lbd-09115-03-9---dec--04-19-(002).pdf)) Draft Instantly 1

Save Copy

**Athletic Fields** means the athletic fields and improvements described in Exhibit B-6 to the Lease (/clause/the-lease).

Sample 1 ([http://broomfield.granicus.com/MetaViewer.php?view\\_id=2&clip\\_id=669&meta\\_id=14875](http://broomfield.granicus.com/MetaViewer.php?view_id=2&clip_id=669&meta_id=14875)) Draft Instantly 1

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**Athletic Fields** has the meaning set forth in the Educational Specifications (/dictionary/educational-specifications). "Availability Condition (/dictionary/availability-condition)" has the meaning set forth in Section 1.1 (Definitions) of Exhibit

Sample 1 (/contracts/dDVhln0nuM5#athletic-fields) Draft Instantly 1

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## Related to *Athletic Fields*

Licensed Field (/dictionary/licensed-field) means all fields of use.

Licensed Fields of Use (/dictionary/licensed-fields-of-use) means the fields of use identified in Appendix B.

Light field (/dictionary/light-field) means that area of the intersection of the light beam from the beam-limiting device and one of the set of planes parallel to and including the plane of the image receptor, whose perimeter is the locus of points at which the illumination is one-fourth of the maximum in the intersection.

Licensed Field of Use (/dictionary/licensed-field-of-use) means all fields.

Competing Products (/dictionary/competing-products) means any product or service in existence or under development that competes with any product or service of the Company Group about which the Participant obtained Confidential Information or for which the Participant provided advisory services or had sales, origination, marketing, production, distribution, research or development responsibilities in the last twenty-four (24) months of employment with the Company Group.

Licensed Territory (/dictionary/licensed-territory) means worldwide.

Therapeutic school (/dictionary/therapeutic-school) means a residential group living facility:

Field of Use (/dictionary/field-of-use) means all fields of use.

Licensed Products (/dictionary/licensed-products) means tangible materials which, in the course of manufacture, use, sale, or importation, would be within the scope of one or more claims of the Licensed Patent Rights that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction. We use cookies on our site to analyze traffic, enhance your experience, and provide you with tailored content. For more information visit our privacy policy (/privacy-policy).

Complex product (/dictionary/complex-product) means a product which is composed of multiple components which can be replaced permitting disassembly and re-assembly of the product.

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Competing Product (/dictionary/competing-product) means [\*\*\*].

**Diagnostic Product** (/dictionary/diagnostic-product) means an assemblage of reagents, including but not limited to reagents packaged in the form of a kit, useful in performing a Licensed Service.

**X-ray field** (/dictionary/x-ray-field) means that area of the intersection of the useful beam and any one of the set of planes parallel to and including the plane of the image receptor, whose perimeter is the locus of points at which the exposure rate is one-fourth of the maximum in the intersection.

**Marijuana products** (/dictionary/marijuana-products) means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

**Qualified high-technology business** (/dictionary/qualified-high-technology-business) means a business or facility whose primary business activity is high-technology activity or a qualified high-wage activity.

**Licensed Programs** (/dictionary/licensed-programs) means, collectively, NeoSystems' and any Third Party Vendor computer software programs to be provided to Client for use on certain hardware on Client's premises or a third party's premises as set forth in an Agreement. The Licensed Programs shall include any fixes, work-arounds, updates, revisions, modifications, enhancements and any derivative works that are provided to Client by NeoSystems under an Agreement.

**Combination Products** (/dictionary/combination-products) means any product containing both a pharmaceutically active agent or ingredient which constitutes a Licensed Product and one or more other pharmaceutically active agents or ingredients which do not constitute Licensed Products.

**cosmetic product** (/dictionary/cosmetic-product) means any substance or mixture intended to be placed in contact with the external parts of the human body (epi dermis, hair system, nails, lips and external genital organs) or with the teeth and the mucous membranes of the oral cavity with a view exclusively or mainly to cleaning them, perfuming them, changing their appearance, protecting them, keeping them in good condition or correcting body odours;

**Bioassay** (/dictionary/bioassay) means the determination of kinds, quantities or concentrations and, in some cases, the locations of radioactive material in the human body, whether by direct measurement, in vivo counting, or by analysis and evaluation of materials excreted or removed from the human body. For purposes of these rules, "radiobioassay" is an equivalent term.

**Licensed Services** (/dictionary/licensed-services) means all functions performed by the Licensed System.

**Exclusive Territory** (/dictionary/exclusive-territory) means (1) the states of Illinois, Wisconsin, and Indiana; and

**Licensor Technology** (/dictionary/licensor-technology) means the Licensor Know-How and the Licensor Patents.

**Licensed Business** (/dictionary/licensed-business) means the functions and activities, which the Licensee is required to undertake in terms of the License granted by the Commission or as a deemed Licensee under the Act;

**Union territory** (/dictionary/union-territory) means the territory of—

**Marijuana-infused products** (/dictionary/marijuana-infused-products) means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include useable marijuana.

**Marijuana product** (/dictionary/marijuana-product) means marijuana as defined in 50-32-101 and marijuana-infused products

### Most Referenced Clauses

Confidentiality (/clause/confidentiality)

Force Majeure (/clause/force-majeure)

Indemnity (/clause/indemnity)

Intellectual Property Ownership (/clause/intellectual-property-ownership)

Mutual Indemnification (/clause/mutual-indemnification)

Mutual Non Disparagement (/clause/mutual-non-disparagement)

Non Circumvention (/clause/non-circumvention)

Non Compete (/clause/non-compete)

Non Solicitation (/clause/non-solicitation)

Termination (/clause/termination) privacy policy (/privacy-policy).

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### Most Referenced Definitions

Adjusted Tangible Net Worth (/dictionary/adjusted-tangible-net-worth)

Applicable Law (/dictionary/applicable-law)

Background Intellectual Property (/dictionary/background-intellectual-property)

Business Day (/dictionary/business-day)

Commercial Terms (/dictionary/commercial-terms)

Confidential Information (/dictionary/confidential-information)

Date Hereof (/dictionary/date-hereof)

Deed Of Undertaking (/dictionary/deed-of-undertaking)

Foreground Intellectual Property (/dictionary/foreground-intellectual-property)

Good Industry Practice (/dictionary/good-industry-practice)

AI Assistant

## Tools to Draft Better Contracts

(<https://x.com/lawinsider>)    (<https://www.linkedin.com/company/law-insider/>)

(<https://www.facebook.com/lawinsider/>)

(<https://www.youtube.com/channel/UC82DhYYmoq1rTXLkRYjpnOA>)

(<https://www.threads.net/@lawinsider>)

[About Us \(/about\)](#)

[Plans & Pricing \(/pricing\)](#)

[Email Sales \(mailto:sales@lawinsider.com\)](mailto:sales@lawinsider.com)

[Support \(https://support.lawinsider.com/hc/en-us\)](https://support.lawinsider.com/hc/en-us)

## Contract Standards

[Standards Hub \(/standards\)](#)

[oneNDA Template \(/standards/onenda\)](#)

[oneSaaS Template \(/standards/onesaas\)](#)

[oneDPA Template \(/standards#oneDPA\)](#)

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# **EXHIBIT E**



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# About Law Insider

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*"Contracts are undergoing a generational shift– from the rapid rise in standardization (like oneNDA) to AI-powered drafting and reviewing tools. Law Insider is at the forefront of this shift, and we're thrilled to be enabling it for our customers."*

**– Electra Japonas, Chief Legal Officer**

 (<https://www.linkedin.com/in/electra-japonas/>)  (<mailto:electra@lawinsider.com>)



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*"As a former in-house attorney, I saw first-hand the need for better and more accessible contract tools. With the new advancements in AI, and the incredible data foundation of Law Insider, we're in a unique position to deliver contract innovation to a global legal community."*

**– Preston Clark, Co-Founder**

 (<https://www.linkedin.com/in/prestonjclark/>)  (<mailto:preston@lawinsider.com>)

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