ORDINANCE NO. 14-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, APPROVING ZONING CODE AMENDMENT ZCA 2013-02 TO AMEND ARTICLE 23 OF CHAPTER 12 OF THE INGLEWOOD MUNICIPAL CODE (IMC) BY MODIFYING REGULATIONS FOR SUPER GRAPHIC WALL SIGNS.

(Revisions are underlined. Strike through lines represent deleted text.)

WHEREAS, on November 6, 2013, the Planning Commission conducted a public hearing for this matter and approved Resolution No. 1695 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INGLEWOOD, CALIFORNIA, APPROVING AND RECOMMENDING TO THE CITY COUNCIL FOR APPROVAL, ZONING CODE AMENDMENT ZCA-2013-02 TO AMEND ARTICLE 23 OF CHAPTER 12 OF THE INGLEWOOD MUNICIPAL CODE (IMC) BY MODIFYING REGULATIONS FOR SUPER GRAPHIC WALL SIGNS.

WHEREAS, Resolution No. 1695 was presented to the City Council on December 10, 2013, who then scheduled a public hearing for January 14, 2014; and,

WHEREAS, notice of the time and place of the hearing was given as required by law; and,

WHEREAS, the City Council continued the public hearing to January 28, 2014; and,

WHEREAS, the City Council again continued the public hearing to March 11, 2014; and,

WHEREAS, the City Council conducted the hearing at the time and place required by law and afforded all persons interested in the matter of the
proposed amendment to the Inglewood Municipal Code, or in any matter or subject related thereto, an opportunity to appear before the City Council and be heard and to submit any testimony or evidence in favor or against the proposed Code amendments; and,

WHEREAS, after taking public testimony and considering the issues, the City Council determined that certain changes specified herein, should be made to the text of Chapter 12 of the Inglewood Municipal Code; and,

WHEREAS, the City Council has carefully considered all testimony and evidence presented in this matter, and being advised finds as follows:

SECTION 1.

1. That the proposed Super Graphic Wall Sign amendments will maintain and enhance the visual environment, and not disturb or interfere with the right of residents to enjoy Inglewood's scenic beauty.

2. That the proposed amendments are consistent with the intent of the Inglewood General Plan to improve the visual appearance and economic condition of arterial commercial development along Inglewood's major streets, to promote commercial uses which complement those which already are located in Inglewood and to promote/encourage quality sign development.

3. That the proposed amendments will continue to allow a thorough review of all Super Graphic Wall Signs on a case by case basis and will afford the City the ability to address, review, and mitigate issues that may occur from the concentration of Super Graphic Wall Signs near freeways.

4. That the proposed amendments will allow for existing on-site businesses to take advantage of the Super Graphic Wall Sign regulations.

5. The changes to the text of Chapter 12 is consistent with the general intent of the provisions of this Chapter 12 to promote the public health, safety, comfort, convenience and general welfare of the City of Inglewood.
SECTION 2.

The City Council has carefully considered all testimony and evidence presented at the hearing and now finds that the matter is exempt from further environmental review as a Negative Declaration that was previously prepared for the Super Graphic Wall Sign regulations stating that the project will not have a significant effect upon the environment.

SECTION 3.

The text of Article 23 (Sign Regulations), Section 12-69 (6) of the Inglewood Municipal Code is hereby amended to read as follows:

"Billboard" shall mean an off-site sign that displays regularly changed advertising graphics and is operated and maintained by an outdoor advertising company for income purposes. Tri-vision or digital off-site signs and super graphic wall signs intended for temporary use shall also mean billboard signs.

SECTION 4.

The text of Article 23 (Sign Regulations), Section 12-80.5 (Super Graphic Wall Signs) of the Inglewood Municipal Code is hereby amended to read as follows:

An off-site super graphic wall sign may be installed only if the following conditions are met:

(A) Sign Dimensions. The height and length of a super graphic wall sign shall be determined as a condition of and established in a negotiated agreement between the City Administrator-Manager and/or designee and the applicable outdoor advertising company sign agreement—applicant—(the "Applicant"). However in no instance shall the entire area of a super graphic wall sign cover more than seventy-five percent of a wall surface.

(B) Installation. Super graphic wall signs shall be affixed parallel to a permanent part of the exterior of a building and shall project no more than eighteen inches from that wall.
(C) Sign Height. No portion of a super graphic wall sign shall extend in
height above the roofline of the building wall or fascia to which it is attached.

(D) Sign Lighting. No super graphic wall sign shall be so illuminated that
it interferes with the safety of aircraft flights in the vicinity of the super graphic
wall sign location—by employing No super graphic wall sign shall employ direct,
indirect, internal, flashing, or other illumination with light sources or
reflectivity of such that the brightness that of the illumination shall constitute a
hazard to air traffic or a nuisance, interferes with the safety of motorized
vehicles in the vicinity of the super graphic wall sign location—by employing
direct, indirect, internal, flashing, or other illumination with light sources or
reflectivity of such brightness that constitute a hazard to ground traffic or a
nuisance, confuses or obstructs the view of any authorized traffic sign or signal,
obstructs the sight distance triangle at any street or freeway intersection, or
extends into the public right-of-way, or interferes with the use and enjoyment of
property of any adjacent property owners.

(E) Sign Negotiated—Agreement and Fee. The super graphic wall sign
negotiated agreement shall include a provision that will allow require payment
by the Applicant to the City of Inglewood a fee that is at least equal to twenty-
five thirty-five forty percent (40%) of the “net advertising sign revenues earned”
generated in a given month. For purposes of this Amendment and the sign
agreement, “net advertising revenue” shall mean gross advertising revenues
less production and installation cost not to exceed 20 percent of advertising
revenues. The negotiated sign agreement may call shall provide for monthly,
bimonthly, semiannual, annual the specific terms and conditions of the fee
payment. All fee payments or other timely payments as agreed to by the City
Administrator and sign—agreement applicant. However, any payment—must
accurately reflect the advertising sign revenues earned for any—given each
month. These fees may be prorated for an agreement that is terminated between the first and last day of a month of display.

(F) Street Location. A super graphic wall sign shall be located on a street that is designated as a major arterial street and is located within one thousand feet of a freeway or highway. A super graphic wall sign shall not be located on a minor, collector, local or other street.

(G) Sign Materials. A super graphic wall sign shall be constructed of materials that are durable and that are able to withstand sixty-five wind knots (equivalent speed of seventy-five miles per hour).

(H) Sign Forms, Guidelines. The City Administrator Manager and/or designee is hereby authorized and directed to develop as necessary and implement this Chapter these regulations, an appropriate application form, guidelines or other related information governing the form, size and location of super graphic wall signs.

(I) Sign Permit-Agreement Procedure. All super graphic wall signs, except as otherwise provided in this Chapter these regulations, shall require City Council approval in the form of a super graphic wall sign agreement that is negotiated by the City Administrator-Manager and/or designee and thereafter that will be placed on a regularly scheduled City Council agenda for approval consideration by the City Administrator and/or designee-Council.

(J) Sign Permit-Agreement Broker. In the event that the City Administrator-Manager chooses to use the services of a broker or other third party consultant to negotiate some or all of the terms of a super graphic wall sign negotiated agreement, the services rendered by the broker or third party consultant shall be paid for entirely by the super graphic wall sign agreement applicant-Applicant. The manner and timing of the payment of such fees shall be specified in the super graphic wall sign negotiated agreement.
(K) City Administrator—Manager Authority. The City Administrator Manager and/or designee may include assigned staff, an independent broker, an independent City contractor, a City Agency, a representative or other entity consulting party that may from time to time be given the responsibilities and duties to make negotiated the sign agreements and or to require preparation of independent market surveys, analyses or studies and other related items and materials for consideration by the City Council.

(L) Sign Permit Agreement Request. All requests for a super graphic wall sign permit for the installation or relocation of a super graphic wall sign shall be submitted to the City Administrator—Manager and/or designee and shall contain or have attached at a minimum the following information in either written or graphic form:

1. The date of the request, the name, and address;
2. The telephone number of the proposed super graphic wall sign owner;
3. If different from the Applicant, the name, address and telephone of the property owner on which the super graphic wall sign will be erected;
4. The address of the property where the super graphic wall sign will be erected;
5. The signature(s) of the super graphic wall sign owner Applicant;
6. If different, the owner of the land on which the billboard will be displayed;
7. A map or written description that identifies the location of the proposed super graphic wall sign on the property in relation to the public rights-of-way, lot lines, buildings, sidewalks, streets and intersections, zoning districts, and other super graphic wall signs;
8. The general description of the design and construction of any frame or supporting materials around the sign face, drawing(s) of the proposed super graphic wall sign which shall contain specifications indicating height,
perimeter, and area dimensions, means of support, methods of illumination if any;

(98) Any other significant aspect of the proposed super graphic wall sign;

(109) A site plan showing the property and proposed sign location, together with certification(s) from licensed professional engineers that the wall surface where the proposed wall sign will be placed is capable of sustaining the proposed load and that any electrical and/or audio components of the proposed sign are satisfactory;

(1110) A notarized statement from the applicant agreeing either to: (a) reimburse the City of Inglewood for the cost of staff research, review and processing of an application that is successfully negotiated and thereafter referred to the City Council by the City Administrator-Manager and/or designee based on an hourly staff rate of fifty-five dollars ($55.00) per hour to, or (b) pay Fe[to the City of Inglewood the cost of a third party broker, or contract consultant selected by the City Administrator-Manager and/or designee to perform all or a portion of the negotiating services. In the event that the City Administrator-Manager and/or designee chooses to hire a broker or other third party broker or contract consultant to negotiate all of the terms of a super graphic negotiated sign agreement, there shall be no the hourly staff rates applied under this Section and the City Administrator and/or designee shall make this fact known to the sign agreement applicant early in the process, however shall not apply. However, in lieu of the payment of the staff hourly rates, sign applicant the Applicant shall pay to the City an administrative oversight fee as determined by the City Administrator-Manager based upon the amount of oversight required of City staff; and

(1111) Any other information requested by the City Administrator-Manager and/or designee in order to allow negotiations to commence and to carry out the
negotiation of the sign agreement in accordance with the purpose and intent of these regulations.

(M) Permit–Sign Agreement Application Completeness. Within twenty working days of receiving a request for a super graphic wall sign permit from the Applicant, the City Administrator–Manager and/or designee shall review it for completeness. If the City Administrator Manager and/or designee finds that it is complete, the permit application shall then be processed. If the City Administrator–Manager and/or designee finds that it is incomplete or lacks specificity, he or she shall notify the super–graphic–wall sign permit agreement applicant Applicant within the twenty working day period, regarding the specific items that are missing or incomplete to allow further review and the scheduling of negotiations. In the event that the applicant Applicant fails to correct any/all deficiencies within a reasonable period of time as determined by the City Administrator–Manager and/or designee, the permit application materials together with a brief written explanation for rejecting the application shall therefore be returned to the applicant Applicant.

(N) Scheduled Permit–Sign Agreement Negotiations. When the City Administrator–Manager and/or designee makes a determination that the permit application materials comply with the specific requirements for a super graphic wall sign, he or she shall schedule and notify the sign agreement applicant Applicant of a scheduled meeting to review the permit application materials and to commence negotiations regarding the terms of a super–graphic wall sign agreement. The City Administrator–Manager and/or designee shall also describe the billing procedure for staff–research, review and processing of work items including applicable staff costs, or third party broker or consultants costs.

(O) Terms of Permit–Sign Agreement Negotiations. The City Administrator Manager and/or designee shall schedule one or more additional meetings with
the **applicant** for a super graphic wall sign to discuss the intended duration of wall sign use, the frequency of changes to sign copy, the location and intensity of lighting, the type of sign material, the height of the wall sign, the wall sign fee(s) to be paid to the City of Inglewood, insurance and indemnification requirements, violation fines, the schedule for sign removal once the agreement terminates, and a full description of all other particulars that will allow the safe and orderly use of the proposed super graphic wall sign. However, the terms of use for a super graphic wall sign intended for temporary display shall not extend beyond thirty-six consecutive months.

(P) **Permit—Sign Agreement Approval Recommendation.** Based on a determination by the **City Administrator—Manager** and/or designee that a preliminary proposed sign agreement complies with the intent of this Code Section, the **City Administrator—Manager** and/or designee shall forward a copy of the proposed sign agreement to the City Council with a written recommendation for final approval of the sign agreement. Prior to a negotiated sign agreement being placed on a City Council agenda, the **City Administrator—Manager** and/or designee shall obtain full payment for research, review and application processing costs from the **applicant**. A proposed negotiated sign agreement shall not be submitted to the City Council until such time that the staff costs (third party costs as applicable) have been paid and deposited into a general fund account. In the event that a third party broker, consultant or other party negotiates all or a portion of a negotiated sign agreement, the **City Administrator—Manager** and/or designee shall ensure that funds deposited into a general fund account shall be paid out to the third party broker, consultant or other party in a manner consistent with City of Inglewood billing procedures.

(Q) **Permit—Sign Agreement Denial Recommendation.** In the event that the **City Administrator—Manager** and/or designee determines that the sign
applicant Applicant fails in any way to conform with the requirements of this Chapter and is therefore unable to negotiate the full terms of a sign agreement, or if the applicant Applicant is unwilling to agree to specific proposal requests by the City Administrator Manager and/or designee, the City Administrator Manager and/or designee shall forward a written recommendation for denial to the City Council. Prior to a negotiated sign agreement being placed on the City Council agenda, the City Administrator and/or designee shall have received full payment for any and all research, review and application processing costs from the applicant Applicant. A proposed negotiated sign agreement shall not be submitted to the City Council until such time that the staff costs or third party cost (as applicable) have been paid and deposited into a general fund account. In the event that a third party broker, consultant or other party negotiates all or a portion of a negotiated sign agreement, the City Administrator Manager and/or designee shall ensure that all such funds deposited into a general fund account shall be paid out to the third party broker, consultant or other party in a manner consistent with City of Inglewood billing procedures.

(R) Permit—Sign Agreement Non-public Hearing Review. The City Administrator Manager and/or designee shall place the matter of the negotiated sign agreement on a regularly scheduled City Council agenda as a non-public hearing item that shall require a majority vote of Councillmembers of the City Council to vote for sign final-agreement approval.

(S) Permit—Denial of Super-Graphic Sign Agreement. In the event that a majority vote of Councillmembers of the City Council determine that the super graphic wall sign request fails to conform with the requirements of this Chapter these regulations and vote to deny the final sign agreement, or in the event of a tie vote, the negotiated sign agreement shall be deemed denied and the applicant Applicant shall be prohibited from submitting the same or a similar
super graphic wall sign application for the subject property for a minimum of six (6) months (one hundred and eighty days). The action taken by the City Council shall become final. However, the City Administrator-Manager and/or designee shall not be required to return the permit application and accompanying materials to the applicant. In case of a denial by the City Council, the City Administrator-Manager and/or designee shall notify the applicant within forty working days following the City Council action regarding the specific reasons for the denial action taken by the City Council.

(T) Permit Approval of Super-Graphic Sign Agreement. In the event that a majority vote of Council members determined that the super-graphic-wall sign agreement request conforms with the requirements of this Chapter and vote to approve the final agreement, the City Administrator-Manager and/or designee shall obtain original signatures on three (3) sets of the final agreement from the City Clerk, City Administrator-Manager, City Attorney and the Applicant. An original-sign agreement applicant. One original-sigh agreement shall be permanently maintained in the City Clerk’s Office, one original-signed agreement shall be permanently maintained in Administration and one original-signed agreement shall be returned to the applicant. The action taken by the City Council shall become final once taken.

(U) CALTRANS Permit Review. Pursuant to the state of California Business and Professions Code, Section 5273, under certain circumstances a super-graphic wall sign may be exempted from CALTRANS authority. All new super-graphic wall signs that are located within six hundred and sixty feet of a state freeway or highway, interstate highway, or primary highway, as defined in the California Department of Transportation Outdoor Advertising Act and Regulations, and subject to this Chapter shall: (1) obtain California Department of Transportation (CALTRANS) review and approval of the proposed super
graphic wall sign location and specifications prior to the issuance of a building permit by the Building Division, or (2) obtain the consent of the Redevelopment Agency for placement of the proposed display within the boundaries of a redevelopment project area in accordance with the Inglewood Redevelopment Agency sign policy has been granted. An applicant must satisfactorily demonstrate that the consent form was submitted to CALTRANS in the form of a signed CALTRANS Certification by Display Owner of Display Within Redevelopment Project form (ODA-0049). CALTRANS or Inglewood Redevelopment Agency consent may be obtained prior to or following City Council sign agreement approval. In the event that the Inglewood Redevelopment Agency refuses to grant consent to allow the sign to be considered to be placed on the premises of a building located in a redevelopment area or CALTRANS refuses to review a wall sign request or rejects a completed CALTRANS Certification by Display Owner of Display Within Redevelopment Project form (ODA-0049) or determines that the proposed super-graphic wall sign location and specifications are not acceptable and/or will interfere with an approved landscaping program or other CALTRANS programs, the negotiated agreement shall become void and the Inglewood Redevelopment Agency approvals shall be construed to have no further force or effect. In the event that the Inglewood Redevelopment Agency or CALTRANS requests significant changes to the super-graphic wall sign or requests other changes, it shall be up to the discretion of the City Administrator and/or designee to determine if those changes are significant and require an amendment (approved by the City Council) to the signed negotiated agreement.

(V) Amended Negotiated Agreement. In the event that the City Administrator and/or designee determines that a negotiated agreement should be amended to reflect CALTRANS or other significant changes that may have occurred since City Council approval of the negotiated agreement, the City
Administrator and/or designee shall prepare such amendment(s) at no additional cost to the applicant and shall forward the amended agreement to the City Council with a request for approval of an amendment.

(U) **Super Graphic Signage Considered On-site Signage.** Under circumstances where a building or buildings is occupied by a valid City-licensed business with a retail component related to the super graphic wall sign, the applicable super graphic wall sign shall be constituted “on-site signage” and shall be regulated in accordance with the terms and conditions of a sign agreement.

(WV) **Super Graphic Permit Fees.** Any one-time negotiated and agreed upon super graphic wall sign fees that are approved by the City Council shall be deposited into a City of Inglewood general fund account (paid to and collected when by the City upon issuance of a building permit is issued by the Building Division) where monies can be accessed by the City to pay for public right-of-way and other services or programs. Once deposited, paid the fees shall be non-refundable. Any ongoing monthly, semimonthly, semiannual, annual, biannual or other periodic fees that are approved by the City Council shall be deposited into a City of Inglewood general fund account pursuant to terms negotiated by the City Administrator and/or designee and sign applicant, based on the acceptance of the City Council.

(XW) **Request for Clarification.** From time to time, the City Council may refer an agreement request back to the City Administrator Manager and/or designee with a request for further clarification of items or with direction regarding items that they believe requires further negotiation or staff review. This referral shall not constitute approval or denial. Any sign agreement that is subsequently returned to the City Administrator Manager and/or designee for further clarification or negotiation may be reviewed in its entirety or may focus only on those specific items that the City
Council directed staff to negotiate or review. The applicant shall not be required to pay staff review, research or processing costs for an item referred/returned by the City Council.

**Annual Business License.** All new and existing super graphic wall sign applicants or lessees subject to these regulations shall pay to the Inglewood Business License Division an annual business tax equal to but not to exceed two (2) percent of the gross annual revenue produced by the super graphic wall sign. The business license tax shall be prorated for periods that are less than a twelve-month calendar year.

**Inspection Upon Completion.** Any person installing, structurally altering or relocating a super graphic wall sign for which a permit has been issued shall first obtain approval for a sign permit from the Planning Division and a building permit from the Building Division. Final inspection from the Building Division shall be required upon completion of the work. Other City permits, unless specified as a term of and condition of the sign agreement shall not be required for a super graphic wall sign. If the construction is complete and in full compliance with these regulations and with the building and electrical codes, the Planning Division and Building Division shall issue final sign approval. A site plan review shall not be required for super graphic wall signs.

**Lapses of Super Graphic Wall Sign Permit.** A super graphic wall sign permit shall lapse if the sign is abandoned, or if the applicant's or lessee's business license lapses, is revoked, or is not timely renewed. A super graphic wall sign permit shall lapse if the use of the super graphic is discontinued for a period of one hundred eighty (180) days or more. A super graphic wall sign that was installed or maintained in conformance with a permit under these regulations, but for which the permit has lapsed, shall be in violation of these regulations and subject to
Section 11-96.6 (Administrative Fine) of Article 11.4 (Administrative Citations) of Chapter 11.

(BBA) Assignment of the Super Graphic Wall Sign Permit. A current and valid super graphic wall sign permit shall be freely assignable to a successor, as owner of the property where the super graphic sign is located or of the leasehold of the billboard, subject to the filing of a permit application a with the City. The City Administrator-Manager may require as a condition of a negotiated negotiatesgn agreement and upon pay to the payment of any applicable Business License Division fee for change of ownership. The assignment shall be accomplished by filing and shall not require City Council approval.

(GCB) Violations. The City Administrator-Manager and/or designee, upon finding that any provision of this Chapter these regulations or any condition of a permit issued under this Chapter these regulations is being violated, is authorized to direct staff to issue citations or he or she may institute legal proceedings to enjoin violations of this Chapter these regulations.

(DDCC) Complaints and Revocations. The City Administrator-Manager shall be authorized to directly investigate any complaints or violations of this Chapter these regulations or may assign the investigation of complaints to City Enforcement staff or to an outside contractor, and based Based on a complete investigation the City Manager and/or designee may recommend to the City Council that a negotiated sign agreement be revoked if there is any violation of the provisions of this Chapter these regulations or there was any misrepresentation of any material facts in either the permit application or plans. The revocation of a lease approved sign agreement approval shall be scheduled in the same manner as a request for lease sign agreement approval and shall require a majority of members to vote of City Council for revocation. In the event that a majority of the City Council does not vote for revocation, the
City Council may refer the matter back to the City Administrator-Manager for further review and/or corrective action.

(EEED) Expiration of Super-Graphic Wall Signs Sign Agreement. If an approved super graphic wall sign is not installed within a period of six months from the date the sign agreement was fully signed/executed by all the required signatories, the permit sign agreement shall expire and become null and void and the applicant/Applicant shall be prohibited from filing the same or a similar application for the subject property for a minimum period of six months.

(FFEE) Illegal Non-permitted Super Graphic Wall Signs. The City Administrator-Manager and/or designee may direct City Enforcement staff to remove or order the removal at the expense of the Applicant, super graphic wall sign owner or lessor, as applicable, of any illegal non-permitted super graphic wall sign or any other signs, other than an approved super graphic wall sign, that is not in full compliance with the provisions of this Chapter. The City Administrator-Manager and/or designee may also impose fines specified in Section 11-96.6 of the IMC.

(GGFF) Immediate Harm or Hazard. If the City Administrator-Manager finds that any super graphic wall sign which poses an immediate harm or hazard to persons or property, the super graphic wall sign shall be immediately removed and the City Administrator Manager and/or designee Administrator shall notify the City Council within a reasonable period of time about reasons for the sign removal. If the Administrator cannot locate the Applicant, super graphic wall sign owner or lessor for (as applicable) cannot be located and notified of immediate removal of the super graphic wall sign, he or she shall order the removal of the wall sign at the expense of the Applicant, super graphic wall sign owner or lessor, and the super graphic wall sign owner and lessor (as applicable), who shall be required
to reimburse the City within thirty (30) calendar days for all staff costs associated with sign removal.

(HHGG) Super-Graphic-Wall Sign Agreement Amendments. From time to time the City Administrator-Manager and/or designee may initiate amendments to this Section of the Code by following the procedures established for a general text change as outlined in Article 27 of Chapter 12, except that the City Administrator-Manager may make direct requests to the City Council for the approval of minor adjustments (excluding the cost of service/hourly fee) that do not affect the intent of this Section of the Code. At that time, it shall be the responsibility of the City Council to determine if the request should be approved or denied.

SECTION 14.

The City Clerk shall certify to the passage and adoption of this ordinance and to its approval by the City Council and shall cause the same to be published in accordance with the City Charter and thirty days from the final passage and adoption, this ordinance shall be in full force and effect.

This ordinance to amend Chapter 12 of the IMC to amend _________ is passed, approved and adopted by the City Council of the City of Inglewood this 25th day of March 2014.

JAMES T. BUTTS, JR.

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JAMES T. BUTTS
MAYOR OF THE CITY OF
INGLEWOOD, CALIFORNIA

Attest:

YVONNE HORTON

______________________________
YVONNE HORTON
CITY CLERK
(SEAL)