Section 12-80.5. Super Graphic Wall Signs.

A 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 and established in a negotiated agreement between the City Manager and/or designee and the applicable outdoor advertising company sign 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. No super graphic wall sign shall employ direct, indirect, internal, flashing, or other illumination with light sources or reflectivity such that the brightness 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, confuses or obstructs the view of any authorized traffic sign or signal, obstructs the sight distance triangle at any street or freeway intersection, extends into the public right-of-way, or interferes with the use and enjoyment of property of any adjacent property owners.

(E) **Sign Agreement and Fee.** The super graphic wall sign agreement shall require payment by the Applicant to the City of Inglewood a fee equal to forty percent of the “net advertising revenues” 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 twenty percent of advertising revenues. The sign agreement shall provide for the specific terms and conditions of the fee payment. All fee payments must accurately reflect the advertising sign revenues earned for each 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. 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 Manager and/or designee is hereby authorized and directed to develop as necessary and implement these regulations, an appropriate application form, guidelines or other related information governing the form, size and location of super graphic wall signs.

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

(J) **Sign Agreement Broker.** In the event that the City Manager utilizes the services of a broker or other third party consultant to negotiate some or all of the terms of a sign agreement, the services rendered by the broker or third party consultant shall be paid for entirely by the Applicant. The manner and timing of the payment of such fees shall be specified in the sign agreement.

(K) **City Manager Authority.** The City Manager and/or designee may include assigned staff, an independent broker, an independent City contractor, a City representative or other consulting party that may from time to time be given the responsibilities and duties to negotiate the sign agreements or prepare independent market surveys, analyses or studies and other related items and materials for consideration by the City Council.

(L) **Sign Agreement Request.** All requests for a permit for the installation or relocation of a super graphic wall sign shall be submitted to the City 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 Applicant;
6. 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;
7. 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;
8. Any other significant aspect of the proposed super graphic wall sign;
9. 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;
10. 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 referred to the City Council by the City Manager and/or designee at an hourly staff rate of fifty-five dollars ($55.00) per hour; or (b) pay to the City of Inglewood the cost of a third party broker, or contract consultant selected by the City Manager and/or designee to perform the negotiating services. In the event that the City Manager and/or designee chooses to hire a third party broker or contract consultant to negotiate the terms of a sign agreement, the hourly staff rates shall not apply. However, in lieu of the payment of the staff hourly rates, the Applicant shall pay the City an administrative oversight fee as determined by the City Manager based upon the amount of oversight required of City staff; and
11. Any other information requested by the City Manager and/or designee in order to commence and carry out the negotiation of the sign agreement in accordance with the purpose and intent of these regulations.

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

N) Scheduled Sign Agreement Negotiations. When the City 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 Applicant of a scheduled meeting to review the permit application materials and to commence negotiations regarding the terms of a sign agreement. The City Manager and/or designee shall also describe the billing procedure for research, review and processing of work items including applicable staff costs, or third party broker or consultants costs.

O) Terms of Sign Agreement Negotiations. The City Manager and/or designee shall schedule one or more additional meetings with the Applicant 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.

P) Sign Agreement Approval Recommendation. Based on a determination by the City Manager and/or designee that a proposed sign agreement complies with the intent of this Code Section, the City 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 sign agreement being placed on a City Council agenda, the City Manager and/or designee shall obtain full payment for research, review and application processing costs from the Applicant. A proposed sign agreement shall not be submitted to the City Council until such time that the staff costs or third party costs (as applicable) have been paid. In the event that a third party broker, consultant or other party negotiates the sign agreement, the City Manager and/or designee shall ensure that funds are paid to the third party broker, consultant or other party in a manner consistent with City of Inglewood billing procedures.

(Q) **Sign Agreement Denial Recommendation.** In the event that the City Manager and/or designee determines that the Applicant fails to conform with the requirements of this Chapter and unable to negotiate a sign agreement, or if the Applicant is unwilling to agree to specific proposal requests by the City Manager and/or designee, the City Manager and/or designee shall forward a written recommendation for denial to the City Council. Prior to a sign agreement being placed on the City Council agenda, the City shall have received full payment for any and all research, review and application processing costs from the Applicant. A proposed 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. In the event that a third party broker, consultant or other party negotiates all or a portion of a negotiated sign agreement, the City Manager and/or designee shall ensure that all such funds shall be paid to the third party broker, consultant or other party in a manner consistent with City of Inglewood billing procedures.

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

(S) **Denial of Sign Agreement.** In the event that a majority vote of City Council determine that the super graphic wall sign request fails to conform with the requirements of these regulations and vote to deny the sign agreement, or in the event of a tie vote, the sign agreement shall be deemed denied and the 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 months. The action taken by the City Council shall become final. However, the City 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 Manager and/or designee shall notify the Applicant within forty working days following the City Council action of the reasons for the denial action taken by the City Council.

(T) **Approval of Sign Agreement.** In the event that a majority vote of the City Council determine that the sign agreement conforms with the requirements of these regulations and vote to approve the sign agreement, the City Manager and/or designee shall obtain original signatures on three sets of the sign agreement from the City Clerk, City Manager, City Attorney and the Applicant. An original sign agreement shall be permanently maintained in the City Clerk’s Office, one permanently maintained in Administration and one provided to the Applicant. The action taken by the City Council shall be final once taken.

(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.

(V) **Super Graphic Permit Fees.** Any super graphic wall sign fees approved by the City Council shall be paid to and collected by the City upon issuance of a building permit by the Building Division. Once paid the fees shall be non-refundable.

(W) **Request for Clarification.** From time to time, the City Council may refer a sign agreement back to the City Manager and/or designee with a request for further clarification of items or with direction regarding items that it believes requires further negotiation or staff review. This referral shall not constitute approval or denial. Any sign agreement subsequently returned to the City 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.

(X) **Annual Business License.** All Applicants subject to these regulations shall pay to the Inglewood Business License Division an annual business tax equal to two 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.
(Y) 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 any such work. Other City permits, unless specified as a term 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 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.

(Z) 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 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 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.

(AA) 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 subject to the filing of a permit application with the City. The City Manager may require as a condition of negotiating a sign agreement 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.

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

(CC) Complaints and Revocations. The City Manager shall be authorized to directly investigate any complaints or violations of these regulations or may assign the investigation of complaints to City Enforcement staff or to an outside contractor. Based on a complete investigation, the City Manager and/or designee may recommend to the City Council that a sign agreement be revoked if there is any violation of the provisions of these regulations, or any misrepresentation of any material facts in either the permit application or plans. The revocation of an approved sign agreement shall be scheduled in the same manner as a request for sign agreement approval and shall require a majority 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 Manager for further review and/or corrective action.

(DD) Expiration of Sign Agreement. If an approved super graphic wall sign is not installed within a period of six months from the date the sign agreement is fully executed by the required signatories, the sign agreement shall expire and become null and void and the Applicant shall be prohibited from filing the same or a similar application for the subject property for a minimum period of six months.

(EE) Non-permitted Super Graphic Wall Signs. The City 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 non-permitted super graphic wall sign or any other signs, other than an approved super graphic wall sign. The City Manager and/or designee may also impose fines specified in Section 11-96.6 of the IMC.

(FF) Immediate Harm or Hazard. If the City Manager and/or designee finds that any super graphic wall sign poses an immediate harm or hazard to persons or property, the super graphic wall sign shall be immediately removed and the City Manager and/or designee shall notify the City Council within a reasonable period of time about reasons for the sign removal. If the Applicant, super graphic wall sign owner or lessor (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 (as applicable), who shall be required to reimburse the City within thirty calendar days for all staff costs associated with sign removal.

(GG) Sign Agreement Amendments. From time to time the City 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 Manager may make direct requests to the City Council for the approval of minor adjustments 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.

(Ord. 10-05 3-30-10; Ord. 14-04 3-25-14)
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