

NOTICE OF PUBLIC HEARING BY THE PLANNING COMMISSION  
OF THE CITY OF CEDAR HILLS, UTAH

Notice is hereby given that the Planning Commission of the City of Cedar Hills, Utah, will hold a Public Hearing in connection with their regular meeting on **Thursday, January 27, 2011, at 6:00 p.m.**, at the Cedar Hills Public Safety Building, 3925 W Cedar Hills Drive, Cedar Hills, Utah. The Planning Commission will receive public comment regarding the following.

- Amendments to the City Code, Title 10, Chapter 5, Supplementary Development Standards, Regarding Signs and Campaign Signs

Interested persons are invited to attend and make comment. Supporting documentation is posted on the City's Web site at [www.cedarhills.org](http://www.cedarhills.org) or contact the City Recorder at 801-785-9668.

Posted this 10th day of January, 2011.

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Kim E. Holindrake, City Recorder

## **SIGNS** (*Sample Ordinance*)

**PURPOSE AND INTENT.** The (City name), Utah, City Council, finding it necessary to promote public safety and to foster an appealing cityscape, and in accordance with the General Plan, and for the General Welfare, hereby seeks to regulate signage within (City name) City limits. (*See Utah Code Annotated §§ 10-9a-102, 10-9a-104, 10-8-26, 10-8-28*). The City Council finds that unregulated signage can be detrimental to public safety, that it can result in visual blight and negatively impact local property values, and that it can displace alternative land uses. Specifically, the City Council finds it necessary:

- (1) To promote the health and well-being of the public, generally pedestrians and motorists, by minimizing obstruction, visual or otherwise, distraction, and related safety and traffic hazards within the City; and,
- (2) To preserve and enhance the beauty of the City by minimizing visual clutter and regulating physical characteristics of and placement of signage within the City.

### **GENERAL PROVISIONS.**

- (1) Signage shall be regulated within each zone of the City. Signage in Residential zones shall have specific limitations as set forth herein. Signage in Commercial/Industrial zones shall have specific limitations as set forth herein.
- (2) Signs shall be deemed either permanent or temporary. Both temporary and permanent signs are allowed in all zones, except where generally prohibited. A permit shall be required for all permanent signs, except as otherwise provided herein.
- (3) All signage shall be generally prohibited from being posted or left behind on public property, in any public right of way, on utility poles, historical markers, on publicly owned property, including trees, and on street and traffic signs.
  - (A) Exception: Where the City has traditionally allowed public property to be used as an open public forum, Temporary Noncommercial signage shall be allowed only if the signage is hand-held or personally attended, and where said signage presentation does not block public rights of way, disrupt the peace, incite to violence, or cause any other public disturbance.
  - (B) Exempt: Signage dedicated for government use including traffic signs, traffic lights, street signs, directional signs, and related signage shall be exempt from the prohibition against signage in any public right of way.
- (4) All signage shall be subject to a Discontinued Use limitation, whereupon the owner of said signage shall remove such within \_\_\_ (**more than 14 days is suggested**) days of a Discontinued Use. A “Discontinued Use” shall include the expiration of a permit, abandonment of the sign, or

the happening of an event for which the sign was posted. “Discontinued Use” shall not include the involuntary destruction of a sign in whole or in part due to fire or other calamity unless the sign has been abandoned.

## **SIGNS IN RESIDENTIAL ZONES.**

(1) In Residential zones, all signage shall be subject to a setback limitation of \_\_\_ (e.g., 10) linear feet from the sidewalk or \_\_\_ (e.g., 15) linear feet from the edge of the lot and \_\_\_ (e.g., 15) linear feet from a neighboring lot.

(2) All signage on a Residential lot shall be limited to a cumulative display area of \_\_\_ (e.g., 30) square feet. The display area of a two-faced sign with identical copy on both sides will be counted as the display area of only one of the faces.

(3) Except for window signs, all signage on any Residential lot shall be limited to a maximum elevation or height of \_\_\_\_\_ (e.g., 6) feet.

(A) Where a building on a Residential lot has more than one level, window signs shall be allowed on each level of the building. **(this would protect the rights of apartment dwellers on upper levels)**

(4) All signage on a Residential lot shall be reasonably secured so as to withstand normal weather conditions including, but not limited to, wind, rain, snow and so forth.

(5) Any window sign shall not exceed \_\_\_ % (e.g., 25) of a window display area and shall not exceed a total window display area for all windows of \_\_\_ (e.g., 8) square feet.

(A) In multiple-unit Residential buildings, the total window display area allowed shall apply to each individually rented or owned unit and not to the building as a whole.

(6) Commercial signage on a Residential lot shall be limited in display area to \_\_\_ (e.g., a **typical real estate sign is 6 sq. ft.**) square feet, which shall be included in the cumulative display area allowed for said lot, and shall have physical characteristics and a design that reasonably coincides with the surrounding area and structures.

(A) Where multiple lots are part of the same development, the developer may post a development sign that shall be limited to a total display area of \_\_\_ (e.g., 30 – **this number should not be greater than the square footage allowed for noncommercial signage in Residential areas**) square feet.

(a) A “Development Sign” is a single or double sided sign used to advertise the sale of lots, units or parcels with an approved development including a sign intended to direct potential buyers to a particular development or to navigate within a particular development and a sign intended to advertise the future sale of

lots, units or parcels in a development, contemplated improvements or announcing the name of the builder, owner, designer, or developer of the project.

### **SIGNS IN COMMERCIAL AND INDUSTRIAL ZONES.**

(1) In Commercial or Industrial Zones, all signage shall be subject to a setback limitation of \_\_\_\_ (e.g., **10**) linear feet from the sidewalk or \_\_\_\_ (e.g., **15**) linear feet from the edge of the lot and \_\_\_\_ (e.g., **15**) linear feet from a neighboring lot.

(2) All signage on a Commercial or Industrial lot shall be limited to a cumulative display area of \_\_\_\_ % (e.g., **25%**) of the façade of the building or structure it represents or which is found on the Commercial lot. If there is no building or structure, the cumulative sign display area shall not exceed \_\_\_\_ (e.g., **30**) square feet. The display area of a two-faced sign with identical copy on both sides will be counted as the display area of only one of the faces.

(3) All signage on a Commercial or Industrial lot shall be limited to a maximum elevation or height of \_\_\_\_ (e.g., **30**) feet.

(4) All signage on a Commercial or Industrial lot shall be reasonably secured so as to withstand normal weather conditions including, but not limited to, wind, rain, snow and so forth.

(5) Any window sign shall not exceed \_\_\_\_ % (e.g., **50%**) of a window display area and shall not exceed a total window display area for all windows of \_\_\_\_ (e.g., **100**) square feet.

(A) Where a building on a Commercial lot has more than one level, window signs shall be allowed on each level of the building.

### **PERMANENT SIGNS. Permit and Fee Required.**

(1) Any sign, which standing alone, exceeds \_\_\_\_ (e.g., **12**) square feet in display area, or that exceeds \_\_\_\_ (e.g., **6**) feet in height, or that weighs more than \_\_\_\_ (e.g., **20**) pounds, or any sign which is intended to remain for more than \_\_\_\_\_ (e.g., **21**) days shall be deemed Permanent and requires a Permit and is subject to a fee. The City finds that Permanent signage requires review by the zoning administrator to ensure that the constructed sign will be structurally safe and durable. Permanent signage is subject to the Discontinued Use provision set forth above.

(A) Exempt: Any signage related to issues on the ballot for an upcoming election, whether a primary or general election, are hereby deemed Temporary despite the actual number of days displayed and to have satisfied Permit and Fee Requirements. Said signage is subject to the Discontinued Use provision set forth above.

### **TEMPORARY SIGNS. No Permit or Fee Required.**

(1) Any sign that does not exceed the size requirements for permanent signage, or any sign which is not intended to remain for more than \_\_\_\_\_ (e.g., **21**) days shall be deemed

Temporary and shall not require a permit. Temporary signage is subject to the Discontinued Use provision set forth above.

**WINDOW SIGNS.** No Permit Or Fee Required. No Time Limitation.

(1) A window sign is any copy posted on or sign posted inside of a window of a building, house, or similar structure. No permit or fee is required to post a window sign. Window signs shall not be limited to a specific number of days allowed for display; however said signage shall be removed upon Discontinued Use. Window signs shall be subject to the display area limitations and size limitations set forth above under Residential and Commercial/Industrial Zones.

**SEXUALLY-ORIENTED BUSINESS SIGNAGE.** Commercial signage for a sexually oriented business shall be prohibited off-site from the actual lot where the business is located and shall be found only in zones designated for said businesses. Said signage shall be limited to alphanumeric copy only and shall be limited to a display area of \_\_\_\_ (e.g., 30) square feet.

**PROHIBITED SIGNS.**

(1) A-Frame Sign: Any sign or structure composed of two (2) sign faces mounted or attached back to back to form a triangular vertical cross section through the faces or structure.

(2) Abandoned Sign: Any sign or structure that no longer correctly directs or influences a person, identifies or advertises a bona fide business, lessor, service, owner, product, or activity.

(3) Animated Or Flashing Sign: A sign that includes movement or optical illusion of movement or rotation of any part by mechanical, artificial or atmospheric means or a sign that displays flashing or intermittent lights. Time and temperature devices and Banners and Flags shall be exempted from this definition.

(4) Awning Sign: A sign having copy or a logo placed on or integrated into fabric or other material canopies that is mounted on the exterior of a building.

(5) Balloon or Inflatable Sign: Any device supported by heated air, forced air, or other gases for the purpose of drawing attention.

(6) Banner Sign: A sign made of cloth, canvas, fabric or any nonrigid material with no enclosing framework attached or suspended at two (2) ends or continuously across the long side.

(7) Billboard: A high profile free-standing ground sign on one or more poles, typically located along freeways or major highways, but not limited thereto, designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.

(8) Canopy Sign: Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area.

(9) Changeable Copy Sign: Any sign whose information content can be changed or altered by manual, mechanical, or electronic means.

(10) Marquee Sign: Any sign attached to, in any manner, or made part of a marquee. A marquee is a permanent rooflike structure projecting beyond a building or wall of the building, generally designed and constructed to provide protection from the weather.

(11) Motion Sign: A sign that has motion either constantly or at intervals or that gives the impression of movement through intermittent flashing, scintillating, or varying the intensity of illumination whether or not said illumination is reflected from an artificial source or the sun.

(12) Pennant Sign: A sign made of lightweight plastic, fabric, or other material whether or not containing a message of any kind, suspended from rope, wire, or string, usually in series, designed to move in the wind.

(13) Projecting Sign: A sign attached perpendicular to a building structure and extending in whole or in part more than twelve inches (12") beyond the wall to which it is attached.

(14) Roof Sign: A sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof or which does not lie flat on the roof.

(15) Rotating Sign: Any sign or portion of a sign that moves in a revolving or similar manner.

(16) Snipe Signs: Any sign typically made of non- or semi-durable material, mounted to a tree, to a utility pole, or to the ground by nails staples, a wire frame, or similar device within a right-of-way, including public and private parking strips and medians, or on public property.

#### **ISSUING A PERMIT.**

(1) Permit issuance is subject to the following application process and review:

(A) Application Process: The City shall prepare a “Sign Permit Request” form, which shall request the applicant or agent’s name, telephone number, address, where the proposed sign(s) will be placed, whether the sign is intended to remain for more than \_\_\_\_ (e.g., 21) days, whether the sign is intended to serve commercial purposes—to identify zoning restrictions, and which may include, but is not limited to, a site plan, sign layout, a sign depiction, elevation of existing and future buildings, and any other reasonably related information necessary for the zoning administrator to be able to determine

whether the sign complies with the design and placement requirements set forth in this chapter. Proposed signs that are larger and that are intended to remain for a longer period of time will require more information to assist the zoning administrator in determining whether the sign will be safe and durable.

(a) Applications will not be accepted without the accompanying fee for a Permanent sign.

(b) Fees: Permanent signage shall be subject to a permit application fee as determined by the City Council. (See City Fee Schedule)

(c) Form: The Sign Permit Request form shall include a checkbox with a statement indicating that, if checked, the applicant agrees to allow the City to enter and remove the sign for which the permit is requested if the sign's removal period expires, in lieu of prosecution by the City Prosecutor and in lieu of a fine.

(B) Review: If the zoning administrator determines that a Sign Permit Request is incomplete, or that signage will conflict with the provisions of this chapter because of illegal content or nonconforming proposed design and placement, the request shall be returned to the applicant as incomplete. The applicant may revise and resubmit the amended Sign Permit Request with additional information as necessary.

(C) The zoning administrator shall make a decision to grant or deny a Sign Permit Request in accordance with this chapter and other applicable City, State, and Federal laws and ordinances. No sign permit shall issue unless the sign permit request and sign comply with the provisions of this chapter.

(a) Permanent Signs: The zoning administrator shall issue a decision to grant, deny, or return as incomplete the Sign Permit Request within \_\_\_\_ (e.g., 45) business days of submission. (See Utah Code Annotated § 10-9a-704)

(D) Appeal: An applicant wishing to appeal the zoning administrator's decision to reject a permit application to the \_\_\_\_\_ [identify reviewing body] has \_\_\_\_ (e.g., 45) business days to do so. The [reviewing body], on administrative appeal, shall review the applicant's Sign Permit Request form for completeness and then determine whether the applicant's proposed sign complies with the design and placement requirements set forth in this chapter, and subsequently return a decision either to uphold or reverse the zoning administrator's decision within \_\_\_\_ (45) business days.

## **PERMIT LIMITATIONS.**

(1) Transferability. Permits, permit numbers, permit applications, and supporting information shall not be transferable to other sites or signs and shall be valid only for a specific sign at the designated location. If at any time a sign or sign structure is altered, removed, or relocated in a manner different from the terms of an issued Sign Permit, such existing sign permit will become void and a new application must be made for the sign as altered or relocated.

(A) Exception: Signs associated with a business that has its ownership transferred with no proposed alteration to the business name, building, or signage shall, upon notification to the City, have its permits transferred to the new business owner without need of a new application.

(2) Expiration: A permit shall expire and become null and void if work on the sign is not commenced or if work is suspended or abandoned within sixty (60) days from the date of the permit. In such case, a new permit shall be obtained, and where the permit is for a permanent sign, a new fee shall be paid.

(3) The city may in writing suspend or revoke a permit issued under provisions of this section whenever the permit is issued on the basis of a material omission or misstatement of fact or in violation of any ordinance.

(4) Nuisance: No permit for a sign may be deemed to constitute permission or authorization to maintain a public or private nuisance, nor shall any permit issued hereunder constitute a defense in any action to abate a nuisance.

**REMOVAL OF SIGNS.** The Zoning Administrator is hereby authorized to require removal of any sign.

(1) Before bringing action to require removal of any sign, the Zoning Administrator shall give written notice to the owner of the sign or the owner of the premises on which such sign is located. The notice shall state the violation charged and the reasons and grounds for removal, specifying the deficiencies or defects and what repairs, if any, will make the sign conform to the requirements of this chapter. The notice shall also specify that the sign must be removed or made to conform with the provisions of this chapter within the notice period. Service of notice shall be made personally on the owner or lessee, or by certified mail addressed to the owner or lessee at the address specified in the permit or the last known address.

(2) Notice Period: The notice period for permanent signs shall be \_\_\_ (e.g., **15**) business days. The notice period for temporary signs shall be \_\_\_\_ (e.g., **3**) business days.

(3) Prosecution: If the owner or lessee of the premises upon which the sign is located has not demonstrated to the satisfaction of the Zoning Administrator that the sign has been removed or brought into compliance with the provisions of this chapter by the end of the notice period, the Zoning Administrator shall first submit an order for removal by the City, and if necessary, due to inability to access the sign for removal, submit the violations to the City Prosecutor for prosecution. If the City removes the sign, any and all prosecution charges shall be dropped.

(4) Re-erection of any sign or substantially similar sign on the same premises after a notice of violation has been issued shall be deemed a continuation of the original violation.

(5) Removal of Temporary Signs: The Zoning Administrator may remove any illegal temporary sign which is maintained or re-erected after the expiration of the notice period, if the owner or

lessee of the premises has been issued a notice of violation at least once before for the same violation involving the same or similar sign. When temporary signs are removed by City Staff, the responsible party shall be notified within two business days of the reason for the removal and the location from which the sign was removed. Removed signs shall be made available for the responsible party to pick up for three calendar days. After that time, removed signs will be destroyed

(6) Safety Hazard: Notwithstanding other provisions of this subsection, the Zoning Administrator may cause the immediate removal, following notice to the owner of the sign or the property on which it is located of any unsafe or defective sign that creates an immediate hazard to persons or property.

(7) Costs of Corrective Action: The costs of removal of a sign by the City shall be borne by the owner of the sign.

**REQUIREMENT OF CONFORMITY.** No sign for which a permit is issued after the effective date of this chapter, may be placed or maintained in the City except as provided in this chapter. All signs maintained contrary to the provisions of this chapter are declared to be non-conforming and, as such, may be dealt with or removed as provided herein. Any sign that poses a public safety hazard may be removed as specified herein.

**NONCONFORMING SIGNS.** Nonconforming signs which pre-exist the effective date of this ordinance shall be removed upon their discontinued use according to the general Discontinued Use provision set forth above. Nonconforming signs which become unsafe due to natural wear and tear shall be deemed a discontinued use and subject to removal without an option to repair or replace with a similar nonconforming sign.

(1) Except as provided for in the Utah Code Annotated, Billboards shall be generally prohibited. Signs which constitute Billboards prior to the effective date of this ordinance are protected only insofar as provided for in the Utah Code Annotated. Titles within the Utah Code Annotated which protect Billboards include, but are not limited to, Title 72, Chapter 7, which is the Protection of Highways Act and Title 10, Chapter 9a, which is the Municipal Land Use, Development, and Management Act. (*See Utah Code Annotated § 10-9a-512*)

**ENFORCEMENT.** A violation of this ordinance is punishable as a Class C misdemeanor and shall be punishable by a fine of not more than \$\_\_\_\_\_.00 when a person fails to alter or repair or remove a noncompliant sign after notice of a violation.

**NOTWITHSTANDING** any provision of this chapter to the contrary, to the extent that this chapter allows a sign containing commercial copy, it shall allow a sign containing noncommercial copy to the same extent. Any signage containing obscenity, defamation, fighting words, true threats or anything like unto it is prohibited as a matter of law.

**SEVERABILITY.** If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the

remaining provisions of this ordinance which can be implemented without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

**APPLICABILITY OF THE ZONING CODE.** The regulations of this ordinance are in addition to those set forth in the planning and zoning provisions of \_\_\_\_\_ and any other ordinances adopted by the City Council, and do not contain any rights not otherwise granted under the provisions and procedures contained in that Chapter or any other ordinances.

**SCOPE.** The requirements of this chapter shall not be construed to prohibit or limit other applicable provisions of this chapter/title, the City Municipal Code, or the Utah Code Annotated (UCA). In the instance where provisions of this chapter conflict with other provisions of the City Code, the terms of this chapter shall govern

**INTERPRETATION.** In interpreting and applying the provisions of this chapter, the sign regulations contained herein shall be interpreted by the zoning administrator. If the zoning administrator determines that an application needs further interpretation, he may request planning commission review of the proposal. The zoning administrator and planning commission shall seek to administer this ordinance in a content-neutral manner.

**VARIANCES.** For rules regarding Variances, see Utah Code Annotated section 10-9a-702.

**OPERATIVE DATE.** The operative date of this ordinance shall be \_\_\_\_\_.