

Streetlight Pole Use Agreement Between the City of Menifee and Mt. San Jacinto Community College District Banner Program

This Streetlight Pole Use Agreement (“Agreement”) is between Mt. San Jacinto Community College District (“District”) and the City of Menifee (“City”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. **WHEREAS**, the District opened its Menifee Valley campus (the “Campus”) in the fall of 1990, beginning with its Allied Health and Fine Arts Program; and
- B. **WHEREAS**, since that time, the District has continued to invest in the Campus; and
- C. **WHEREAS**, the District opened the Business & Technology Center at the Campus in 2008, which provides instruction in geographic information systems, multimedia, and photography; and
- D. **WHEREAS**, the District opened a new Humanities and Social Sciences building at the Campus in 2012; and
- E. **WHEREAS**, the District opened a 60,000 square foot science, technology, engineering, and math facility and a 5,000-seat football stadium and kinesiology center at the Campus which serves as the largest on-field event center in the region; and
- F. **WHEREAS**, the City is proud to be home to the Campus and an educational partner of the student community; and
- G. **WHEREAS**, the Campus serves the higher education needs of City residents, developing the local workforce and serving as an economic driver in the community; and
- H. **WHEREAS**, the educational programs and amenities at the Campus differentiate the City from other communities in the region, helping to establish the City’s unique identity in alignment with the City’s strategic plan; and
- I. **WHEREAS**, the City is committed to expanding access to higher education which contributes to the City’s educational and economic growth and overall prosperity; and
- J. **WHEREAS**, accordingly, the City desires to permit the District, and the District desires to hang promotional banners on certain City streetlight poles identified herein in order to promote the Campus, subject to the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

Section 1. Term

This Agreement shall be for a five (5) year term commencing on November 7, 2024, and terminating on November 7, 2029 (the "Term"). This Agreement will be re-evaluated for renewal prior to the termination date.

Section 2. Use

- A. During the Term, and subject to the terms and conditions of this Agreement, the City hereby grants the District a nonexclusive license to hang banners relating exclusively to Campus' facilities, students, and programming (the "Banners") on City streetlight poles ("Poles") in the locations indicated on Exhibit "A" (attached) hereto and incorporated herein by this reference. In no event shall the District be authorized to sell or otherwise offer use of the Poles for any banners unrelated to the matters set forth in this Paragraph. The District shall endeavor to keep the Banners and associated hardware displayed on the Poles well-maintained throughout the Term. This excludes periods when Banners are being replaced or repaired per the terms of this Agreement. District will be responsible for the production, hanging, replacement, and removal of the Banners and any associated hardware per the requirements of this Agreement and Chapter 9.220 of the Menifee Development Code.
- B. The District shall be responsible for complying with all applicable local, State, and Federal laws, rules, and regulations, including obtaining all permits, licenses, or other approvals required by local, State, and Federal law, rule, or regulation for the Banners and all associated hardware. The District shall fully comply with the requirements of such permits, licenses, or other approvals. Due to the City providing the District permission to hang the Banners on the Poles as provided hereunder, the City has determined that the Banners will not require a temporary sign permit pursuant to Chapter 9.220 of the Menifee Development Code. The City will notify the District when revisions are made to Chapter 9.220 of the Menifee Development Code.
- C. For reference purposes only, a copy of the current Chapter 9.220 of the Menifee Development Code is attached hereto as Exhibit "C", however, the District shall be required to comply with the current version of the Menifee Development Code at all times, which may include future amendments not shown. In addition to the foregoing, the hardware must be removable and not permanently affixed to the Poles. All Banners and associated hardware shall comply with the requirements set forth on Exhibit "B" (attached hereto and incorporated herein by this reference). The Banners and all associated hardware shall be removed by the District on or before the end of the Term. Damaged Banners shall be removed, satisfactorily repaired, or replaced by the District as soon as possible, but in no event more than five (5) business days after the District becomes aware of such damage. The District shall engage, at its sole cost, employees or contractors with demonstrated experience, skill, and competence in all work related to the Banners.
- D. Due to the role the Poles play in the City's infrastructure, the District acknowledges that the City may remove the Banners, including any damaged or nonapproved Banners, and any

associated hardware where the City Manager or designee deems removal to be necessary to protect the public health, safety, and welfare, including, but not limited to where removal of the Banners is necessary to preserve the functionality of the Poles. The City will endeavor to provide notice to the District of any necessary removal and will use commercially reasonable efforts not to damage the Banners or hardware. Notwithstanding the foregoing, the City shall not be liable to the District for any cost associated with damaged Banners or hardware impacted under this Section.

Section 3. Independent Contractor Status

This Agreement is between two independent entities and is not intended to and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association.

Section 4. Indemnification, Risk, Limitation of Liability

The District and the City will mutually protect, indemnify, and hold each other harmless from and against any costs, losses, claims, demands, suits, actions, payments and judgments, or other liabilities or expenses, including legal and attorney's fees, and including but not limited to consequential damages, loss of use, and extra expense, that may arise out of or result from, in whole or in part of that party's performance of this Agreement. Neither party shall have the obligation to indemnify, defend, or hold the other party harmless for the other party's sole negligence or willful misconduct. This indemnity section shall survive the termination of the Agreement and is in addition to any other rights or remedies that the Parties may have under the law or this Agreement.

- A. The District agrees that the City is permitting the District to hang the Banners from the Poles due to the District's reputation as a responsible partner, and the District assumes full risk and responsibility for the production, hanging, maintenance, and removal of Banners.
- B. The District shall be financially responsible to the City for any damage caused to the Poles or surrounding City property resulting from the District's activities hereunder. In no event shall the City be liable to the District for any damage arising from the District's activities hereunder.

Section 5. Insurance

The District shall maintain the following insurance at all times during the term of this Agreement, as indicated below:

- A. **Comprehensive Liability Insurance.** Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage, and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be at a minimum: (1) bodily injury including death, \$1,000,000 for each person and each occurrence and \$2,000,000 in the aggregate; and (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- B. **Workers' Compensation and Employer's Liability Insurance.** The minimum limit of Workers' Compensation Insurance shall comply with the limits required by California law. The limit of employer's liability coverage shall be \$1,000,000.
- C. **Property Insurance.** The District shall maintain appropriate insurance against loss or damage to any part of the Poles and underlying City property against all perils included within

the classification of fire, extended coverage, vandalism, and malicious mischief.

- D. **Additional Insured.** The District shall name the City, its officers, officials, and employees as additional insureds on all aforementioned insurance policies with respect to liability arising out of work or operations performed by or on behalf of the District, including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the District or its contractor(s). The policies shall provide that the insurance company or the insured party may affect no cancellation, major change in coverage or expiration without first giving the City written notice prior to the effective date of such cancellation or change in coverage.
- E. **Changes or Cancellations.** In the event of any change or cancellation of coverage, the District shall provide the City with substitute certificates of insurance evidencing that the insurance required hereunder will continue throughout the Term. In the event the District does not provide such proof of coverage, the City may immediately terminate this Agreement by providing written notice to the District and provide at least thirty (30) days for the District to remove the Banners and associated hardware as further required by Section 6 hereof.
- F. **Contractors.** The District shall require and verify that all contractors maintain insurance meeting all the requirements stated herein, and the District shall ensure that the City is an additional insured on insurance required from contractors.

Section 6. Termination, Removal

Either Party may terminate this Agreement at any time, for any reason, by providing thirty (30) day written notice. The District will be responsible for removing all Banners and hardware from the Poles prior to the termination date. In the event the District fails to remove the Banners and/or any associated hardware, the City may opt to perform the necessary removals to its satisfaction and invoice the District for the City's actual costs. The District shall pay such invoice within thirty (30) days. Exhibit "D" provides an approximate hourly cost of the vendor the City currently utilizes; the actual rate will depend on the contractor and fiscal year.

Section 7. Notices

All notices and other communications to be given by either Party must be in writing and may be effective by personal delivery, overnight courier, or first class or certified mail, return receipt requested and addressed to the appropriate Party as follows:

To the District:

Mt. San Jacinto Community College District
41888 Motor Car Parkway
Temecula, CA 92591
Attention: Vice President of Business Services

To the City:

City of Menifee
29844 Haun Rd.
Menifee, CA 92586
Attention: City Manager

Notice shall be deemed received on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Notice provided by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service. A Party may change its address and/or addressee by written notice to the other Party at any time.

Section 8. Remedies and Resolution

Subject to the foregoing requirements, the Parties agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or Parties' rights and obligations under this Agreement, shall be settled by arbitration under the then current rules of the American Arbitration Association. The Parties agree to equally share in the arbitration fees and costs. Any arbitration hereunder shall be held in Riverside, California.

Section 9. Subcontract and Assignment

Neither the City nor the District shall assign its rights, duties, or privileges under this Agreement, nor shall the City or District subcontract or attempt to confer any of its rights, duties, or privileges under this Agreement on any third party without the written consent of the other Party. Any such attempt without the other Party's written consent shall be void.

Section 10. Survival

All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between the Parties shall survive the expiration or termination of this Agreement.

Section 11. Time

Time is of the essence in this Agreement and for the performance of this Agreement.

Section 12. Applicable Law

This agreement shall be interpreted and enforced under the laws of the State of California, County of Riverside.

Section 13. Severability

If any term, provision, covenant, or condition of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

Section 14. Waiver

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Captions

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof or serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 17. Entire Agreement, Amendment, Construction

This Agreement is the entire agreement of the Parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement signed by the Parties and no purported oral amendment to this Agreement shall be valid. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Exhibits "A" and "B" are incorporated herein by reference.

Section 18. Authority to Execute.

The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

Section 19. Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement to be effective on the day and year first above written.

CITY OF MENIFEE

**MT. SAN JACINTO COLLEGE
DISTRICT**

Armando G. Villa, City Manager

Signed

Attest:

Printed Name

Stephanie Roseen, Acting City Clerk

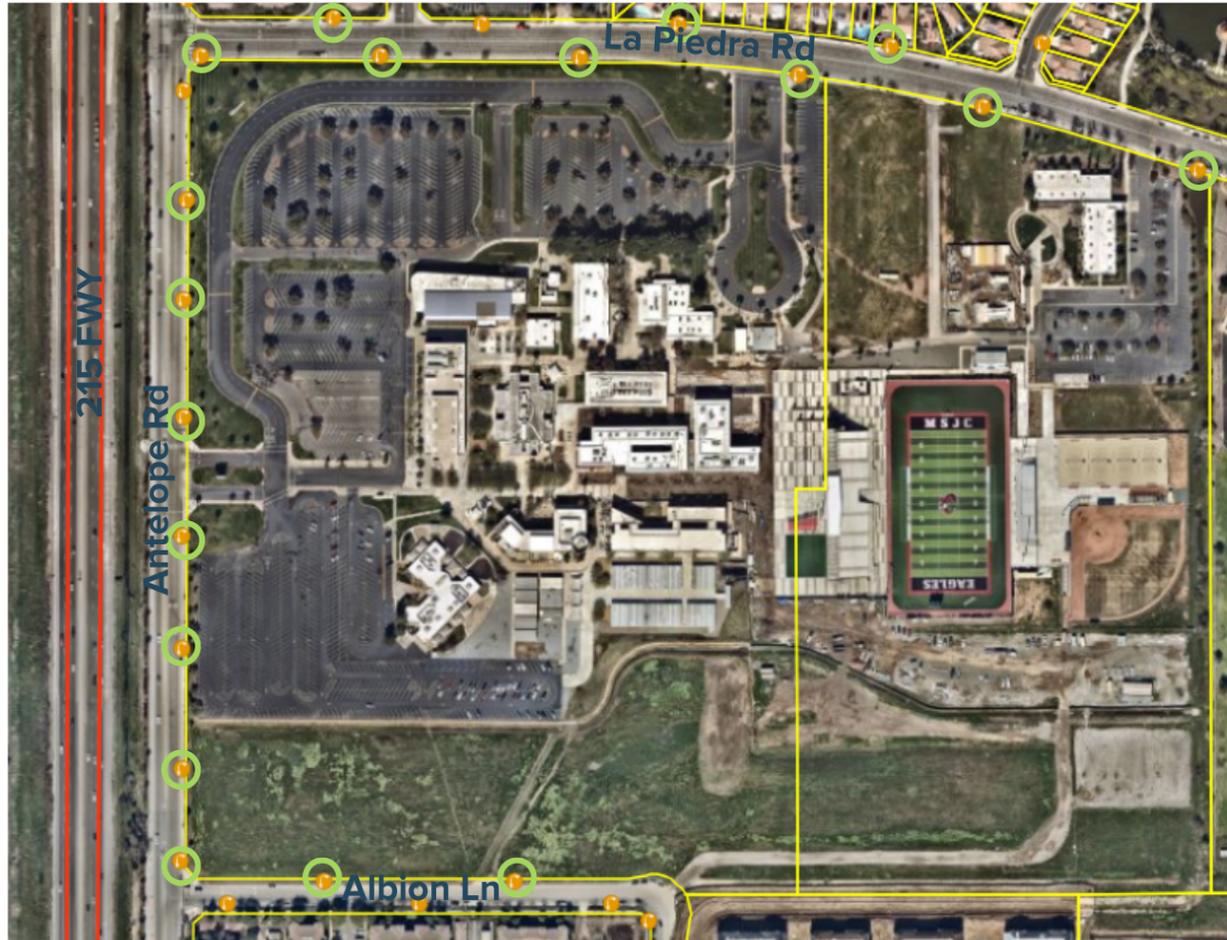
Title

Approved as to Form:

Date

Jeffery T. Melching, City Attorney

EXHIBIT "A"
Banner Locations



- Antelope Rd - 7 streetlight poles
- La Piedra Rd (North side of street) - 3 streetlight poles
- La Piedra Rd (South side of street) - 6 streetlight poles
- Albion Ln (North side of street) - 2 streetlight poles

Exhibit "A"

EXHIBIT "B"

Banner and Hardware Requirements

- Two 16-ounce matte vinyl, double-stitched hem banners with ultraviolet coating, sewn back-to-back for a total weight of 32 ounces
- Reinforced grommets
- Recommended hardware:
 - Windbreaker™ banner system with adjustable band
 - Band-It™ strapping material, buckles and tools
 - Withstand sustained 70 mph winds

EXHIBIT "C"

Menifee Development Code Chapter 9.220 as of March 8, 2024.

Chapter 9.220 Sign Regulations

Contents:

- 9.220.010 Purpose
- 9.220.020 Applicability
- 9.220.030 Types of Sign Permits
- 9.220.040 Prohibited Signs
- 9.220.050 Signs Exempt from Permit Requirement
- 9.220.060 Application Process
- 9.220.070 Appeals
- 9.220.080 Administrative Relief
- 9.220.090 Sign Violations and Enforcement
- 9.220.100 General Regulations
- 9.220.110 Message Substitution
- 9.220.120 Sign Measurement Standards
- 9.220.130 Permanent On-Site Sign Standards
- 9.220.140 Temporary On-Site Commercial Sign Standards
- 9.220.150 Off-Site Commercial Signage
- 9.220.160 Electronic Display Signs
- 9.220.170 Nonconforming Signs and Abandoned Signs

9.220.010 Purpose

The City recognizes that signs are an essential element of a community's visual appearance and provide a means to identify and promote businesses and present information to the public. With proper regulation, signs may be displayed in a manner that effectively communicates their message while maintaining an attractive community appearance and ensuring they do not become visual distractions that pose potential safety issues. These regulations are intended to create a comprehensive and balanced system of sign regulation that will facilitate communication and simultaneously serve various public interests, including, but not limited to, safety and community aesthetics.

9.220.020 Applicability

All signs, both permanent and temporary, require a permit prior to being placed or erected, unless specifically exempt from permitting requirements under this chapter. The permits required under this chapter are in addition to any other permits, licenses, or other approvals required by local, state or federal law or regulation.

9.220.030 Types of Sign Permits

A. Temporary sign permits. A temporary sign permit shall be required for all temporary signs prior to erection, relocation, alteration or replacement, unless otherwise exempted by this chapter.

- B. Standard sign permit.** A standard sign permit shall be required for all permanent signs prior to erection, relocation, alteration or replacement, unless otherwise exempted by this chapter. A standard sign permit shall not be required for general maintenance of existing signs or the replacement of the sign face (including message) when the area of the sign is not being changed and a building permit is not required (e.g., the replacement of a sign face on a can sign). In addition, a standard sign permit shall not be required if a master sign program has been approved for the property on which the sign will be located, and the sign is consistent with the existing master sign program.
- C. Master sign program.** A master sign program pursuant to the provisions of Chapter 9.65 shall be required for all multi-tenant shopping centers, office parks and other multi-tenant, mixed-use or otherwise integrated developments of three or more separate tenants/uses that share buildings, public spaces, landscape and/or parking facilities. The purpose of a master sign program is to allow for the integration of a project's signs with the design of the structures to achieve a unified architectural statement of high quality, and to allow for deviations from the otherwise applicable standards of Section 9.220.130.

9.220.040 Prohibited Signs AG RM RR5 RR2 RR1 RR1/2 LDR-1 LDR-2 LMDR MDR MHDR HDR CR
CO BP HI EDC-NG EDC-MB EDC-CC EDC-NR EDC-SG OS-C OS-R OS-W PD-1 PD-2 PD-3 PD-4 PD-5
PD-6 PD-7

The signs listed in this section are inconsistent with the purposes and requirements of this chapter and as such are prohibited in all zoning districts, unless specifically authorized by another provision of this chapter.

- A. Any sign inconsistent with the requirements of this chapter.
- B. Roof signs or signs placed above the roofline, except if allowed as part of an approved master sign program.
- C. Blinking and flashing signs.
- D. Can Signs.
- E. Pennants, banners, A-frame ("sandwich board") signs, and flags displaying a commercial message unless allowed through a temporary sign permit.
- F. Signs which are mobile, rotate or move, except if allowed as part of an approved master sign program.
- G. Signs which block a pedestrian path of travel.
- H. Obscene or unlawful advertising.
 - I. Off-site commercial signs, except as provided in Section 9.220.150 (Allowed Off-Site Signage).
- J. Signs placed in the public right-of-way or affixed to an element or structure on the public right-of-way, or located on a tree, fence, utility pole or other item located on public property, except where required by a governmental agency.
- K. Inflatable balloon signs, including, but not limited to, individual balloons, balloon strings and other inflatable objects made of a flexible material and inflated so as to be lighter than air, except if approved as part of a temporary sign permit for a property occupied by an auto center. This category also includes air-activated or air-blown signs and "air dancer" signs.
- L. Neon-style signs with or without exposed tubing, except as otherwise permitted for commercially zoned property and as part of exempt window signage as described in 9.220.050.
- M. Painted signs, such as signs painted on a fence, unless a noncommercial mural or part of a master sign program.

- N. Signs affixed to vehicles or trailers that advertise or promote a business that are the primary purpose of the vehicle (e.g., rolling billboard). This prohibition does not apply to signs permanently affixed to the side of a business or commercial vehicle (e.g., vehicle wraps on a delivery or service vehicle) or to signs required by state or federal law (e.g., contractor's license number).
- O. Signs attached to light standards unless part of a master sign program or the City's street banner program.
- P. Signs affixed to or placed on a structure or property not owned by the person installing the signs without the written consent of the structure or property owner.
- Q. Signs that are dilapidated, abandoned or in disrepair or dangerous condition.
- R. Pole signs.
- S. Any sign not expressly authorized pursuant to this chapter.

(2022-351, 09/21/2022)

9.220.050 Signs Exempt from Permit Requirement AG RM RR5 RR2 RR1 RR1/2 LDR-1 LDR-2 LMDR
MDR MHDR HDR CR CO BP HI EDC-NG EDC-MB EDC-CC EDC-NR EDC-SG OS-C OS-R OS-W PD-1
PD-2 PD-3 PD-4 PD-5 PD-6 PD-7

The following sign types are expressly exempted from the permit requirements of this chapter so long as they comply with the standards set forth in this section.

- A. Official traffic signs or other municipal governmental signs, legal notices, signs required by law and placed by governmental entities, public utility and safety signs required by law, and any notice posted by a governmental officer in the scope of his or her duties.
- B. Direction, warning or information signs or structures required or authorized by law, or by federal, state, county or city authority, including, but not limited to, traffic control signs (e.g., stop, yield), highway route number signs and construction zone signs.
- C. Noncommercial utility company signs identifying cables, conduits and dangerous situations.
- D. Street address signs on buildings and building identification signs consistent with the City-adopted building code, all applicable provisions of the City Municipal Code and standards set by the entity providing fire protection services in the city. Notwithstanding anything to the contrary in this chapter, street address signs may be illuminated and may contain reflective paint or materials.
- E. Signs and advertising for the California state lottery that are authorized by state law.
- F. Signs on vehicles or vessels that are any of the following: license plates, license plate frames, registration insignia, noncommercial messages, commercial messages relating to the business for which the vehicle or vessel is an instrument or tool, and messages relating to the proposed sale, lease or exchange of the vehicle or vessel.
- G. Noncommercial flags. Flags associated with a model home complex or other leasing or sale of homes shall not be considered noncommercial flags.
- H. Interior signs, not including window signs as defined in Section 9.220.050.P.
- I. Tombstones and similar identifying objects marking a grave.
- J. Signs on property undergoing construction or remodeling. One such sign is permitted per site for the duration of the active construction or remodel. The sign may not exceed 32 square feet in area and 8 feet in height, and it must be set back a minimum of 10 feet from the property line. Such signs shall not be illuminated and shall be removed within 30 days of the earliest of the following events: final

building inspection approval, issuance of a valid certificate of occupancy, opening for business to the public or expiration of the building permit. If construction ceases for a period of 180 days, the sign shall be immediately removed, unless the City, in its sole discretion, allows the sign to remain.

K. Signs on property for sale, lease or rent as follows, provided that such signs are removed within 10 days of close of escrow on the property or structure, or portion thereof, being sold, leased or rented:

1. On residential property with 12 dwelling units or less, one sign not exceeding 4 square feet in area and not exceeding a height of 5 feet. On weekends and holidays, up to six signs to direct traffic to the subject property are allowed, provided each sign does not to exceed 8 square feet in area and 3.5 feet in height. All such signs shall be located outside the public right-of-way and shall not be illuminated.
2. On multi-family property with more than 12 dwelling units, one sign (attached to building or freestanding) per street frontage not exceeding 24 square feet in area and not exceeding 5 feet in height. All signs shall be located outside the public right-of-way and shall not be illuminated.
3. On nonresidential and mixed-use property, one sign per street frontage, not exceeding 32 square feet in area and 8 feet in height. The sign shall not be illuminated. One such sign is permitted per 600 feet of frontage along a given street.

L. Internal directional signs, such as exit, entrance or other on-site pedestrian or vehicular traffic directional signs. The maximum height of any internal directional sign shall be 42 inches and the maximum area shall be 4 square feet. No advertising or message other than directional indications shall be displayed.

M. Temporary noncommercial signs consistent with the following requirements:

1. Temporary noncommercial signs on non-residential private property, not exceeding 32 square feet in aggregate area and not exceeding 6 feet in height.
2. Temporary noncommercial signs on residential property, not exceeding 6 square feet in area per sign, not exceeding a height of 6 feet and not exceeding an aggregate area of 12 square feet. Such signs must be set back at least 3 feet from the public right-of-way and shall not project above the roofline of any structure.
3. Temporary noncommercial signs on multi-dwelling-unit residential property, limited to one for each dwelling unit or rentable room on the property, not exceeding 4 square foot in area per sign and which are attached to and parallel with the building.
4. Temporary noncommercial signs related to an event, limited to one per parcel with a maximum size of 4 square feet in area. Such signs may not be located in the public right-of-way. They may be placed no more than 15 days prior to the event to which they relate and must be removed no later than 7 days following the event. The 15-day limitation on advance placement of signs shall not apply to signs related to an election.

N. Certain permanent noncommercial signs not exceeding a height of 3 feet and not exceeding an aggregate area of 9 square feet. Such signs must be set back equal to the minimum building setback of the zone but in no case less than 20 feet from the public right-of-way and shall not project above the roofline of any structure. While such signs are exempt from the permit requirement prior to placing, erecting, moving, reconstruction, changing copy on, altering, or displaying the sign, these signs must be erected in compliance with the General Regulations set forth in Section 9.220.100 and the Permanent On-Site Sign Standards set forth in Section 9.220.130.

- O. Signs held by hand or personally attended to that display a noncommercial message, that are located on private property outside of any vehicular traffic lane and that are consistent with the following standards:
1. The maximum aggregate size of all signs held or personally attended by a single person shall be 12 square feet. Apparel and other aspects of personal appearance do not count toward the maximum aggregate sign area.
 2. The maximum size of any one sign which is held or personally attended by two or more persons is 32 square feet, measured on one side only.
 3. The sign must have no more than two display faces and may not be inflatable or air-activated.
- P. Window signs (permanent or temporary) shall not cover more than 30% of the window area for each window of a commercial establishment. A commercial establishment's window signage may include up to two neon-style signs, with a maximum aggregate area of 4 square feet, except as otherwise approved as part of a master sign program pursuant to Chapter 9.65.

9.220.060 Application Process

- A. **Method of application.** An application for a standard sign permit, temporary sign permit or master sign program shall be made on the form(s) prescribed by the Community Development Department. The application shall be accompanied by a fee in an amount established by resolution of the City Council.
- B. **Review authority.** The Community Development Director, or his/her designee, shall be the review and decision-making authority for all sign permits required by this chapter, unless the sign permit application is accompanied by a variance request and/or is not exempt from review under the California Environmental Quality Act (CEQA). For sign permit applications accompanied by a variance request and/or that are not exempt from CEQA, the Planning Commission shall be the review and decision-making authority. In addition, the Community Development Director may, on a case-by-case basis, refer an application for a minor master sign program to the Planning Commission, in which case the Planning Commission shall be the review and decision-making authority for that application.
- C. **Processing of applications.**
1. **Completeness.** The Community Development Director shall determine whether an application contains all the necessary information and items. If it is determined that the application is not complete, the applicant shall be notified personally or in writing.
 2. **Disqualification.** A sign application shall not be approved if:
 - a. The applicant has installed a sign in violation of the provisions of this chapter and, at the time of submission of the application, each illegal sign has not been legalized, removed or included in the application.
 - b. There is any other existing code violation on the site of the proposed sign(s) (other than an illegal or nonconforming sign that is not owned or controlled by the applicant and is located at a different business location on the site from that for which the approval is sought) which has not been cured at the time of the application, unless the noncompliance is proposed to be cured as part of the proposed sign(s).
 - c. The application is substantially the same as an application previously denied, unless (i) 12 months have elapsed since the date of the last application, or (ii) new evidence or proof of changed conditions is furnished in the new application.
 - d. The applicant has not obtained any applicable required use permit.

- D. **Multiple sign applications.** When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign.
- E. **Temporary or standard sign permit issuance.** The Community Development Director shall issue a temporary sign permit within 5 calendar days of an application being deemed complete if the Community Development Director determines the proposed signs are in conformance with the requirements of this code. The Community Development Director shall issue a standard sign permit within 30 calendar days of an application being deemed complete if the Community Development Director determines the proposed signs are in conformance with the requirements of this code.
- F. **Master sign program approval.** The Community Development Director shall approve a master sign program, if exempt from CEQA and if no variance is required, if the Community Development Director determines the proposed signs are in conformance with the requirements of this code, and the design, location and scale of proposed signs for the integrated development are in keeping with the architectural character of the development. The Community Development Director may impose conditions in order to ensure compliance with this chapter and to prevent an adverse or detrimental impact on the surrounding neighborhood. Community Development Director may approve deviation from the requirements of this chapter where deemed consistent with the intent of the chapter.
- G. **Form of decision.** The Community Development Director's decision concerning a temporary sign permit, a standard sign permit or a master sign program shall be in writing and delivered to the applicant personally, electronically or via mail at the address provided on the application. The processing time periods set forth in this section may be waived by the applicant.
- H. **Permits issued in error or in conflict with this chapter.** Any approval or permit issued in error may be summarily revoked by the City upon written notice to the holder of the reason for the revocation. Any permit or authorization of any type issued in conflict with the provisions of this chapter shall be null and void.
- I. **Inspections.** Inspection and approval of foundations, as well as a building permit, are required when a sign includes a footing design. The purpose of such inspection is to allow the inspector to verify the size and depth of excavated footing, reinforcement method and the like. All signs subject to this permit requirement require final inspection and approval by both the Community Development Department and the Building and Safety Department.

(2022-351, 09/21/2022)

9.220.070 Appeals

- A. **Right to appeal.** Any applicant aggrieved by a decision of the Community Development Director on an application for a temporary sign permit, a standard sign permit and/or a master sign program may appeal such decision to the Planning Commission, and the Planning Commission's decision may be appealed to the City Council. The City Council's decision shall be final.
- B. **Appeal process.** Appeals shall be filed and processed in accordance with Section 9.30.100 of this Title. Except for signs that constitute a significant and immediate threat to public health or safety, the status quo of the subject sign(s) shall be maintained during the time an appeal is pending.

9.220.080 Administrative Relief

- A. **Purpose.** The administrative relief procedure established by this section is intended to allow for flexibility in regulations when a standard is inapplicable or inappropriate to a specific use or design.

Administrative relief approval is required when any deviation is proposed from the sign regulations set forth in this chapter. Administrative relief may not be granted for prohibited signs.

- B. Persons eligible.** For signs to be located on private property, the property owner or authorized agent of the property owner may initiate a request for administrative relief. For signs to be located on public property, a request may be initiated by the person, business or organization that will be responsible for the sign.
- C. Application.** The information listed below is required at the time an administrative relief application is submitted to the Community Development Department.
1. A complete and signed application.
 2. A letter of justification describing the request, including the specific provisions of this chapter from which relief is being sought. The letter shall also explain how the required findings for administrative relief can be made.
 3. A processing fee as set forth by resolution of the City Council.
 4. Other information as required by the Community Development Director.
- D. Approving authority.**
1. The Community Development Director shall have the authority to approve an administrative relief request in accordance with Chapter 9.70 Minor Exceptions.
 2. Any request for administrative relief that is accompanied by an application for another land use approval, such as a conditional use permit, shall be acted upon by the approving authority for the other approval.
 3. For all other requests, the Planning Commission shall be the approving authority.
- E. Hearing and notice.** In situations where the Community Development Director is acting as the approving authority, no public hearing or notice shall be required. In situations where the Planning Commission is acting as the approving authority, at least one noticed public hearing shall be held concerning the administrative relief request, and the Planning Commission shall by resolution approve, deny or approve in modified form the administrative relief request based on the findings set forth in division (f) of this section.
- F. Findings.** In order for the approving authority to approve administrative relief from sign standards, it shall make all of the following findings:
1. The intent of this chapter is being preserved.
 2. The proposed sign will enhance and harmonize with other on-site signs and with the site, building and/or use being identified by the sign.
 3. The proposed sign will not negatively impact the aesthetics of the subject site or the surrounding properties.
 4. In determining whether a sign is compatible, the approving authority may consider the form, proportion, scale, color, materials, surface treatment, overall sign size and the size and style of lettering.
- G. Appeal.** An action of the Community Development Director with respect to an administrative relief application may be appealed to the Planning Commission, and an action of the Planning Commission may be appealed to the City Council. Appeals shall be filed and processed in accordance Section 9.30.100 of this Title.

H. **Enforcement and revocation.** Any administrative relief approval may be revoked upon failure to comply with any of the conditions or terms of approval, or if any law or ordinance is violated in connection with the administrative relief approval.

9.220.090 Sign Violations and Enforcement

A. **Enforcement authority.** In addition to any other person authorized to enforce the provisions of this code, the City Manager, or his or her designee, shall be authorized to enforce the provisions of this chapter.

B. **Public nuisance.** Any sign erected, constructed, altered, enlarged, converted or moved contrary to the provisions of this chapter, and any illegal, abandoned or unmaintained signs, are hereby declared to be public nuisances.

C. **Removal of signs.**

1. **Notice of violation.** Where it is determined that a sign has been erected or installed in violation of this chapter, abandoned or improperly maintained, or an applicable permit has terminated or been revoked, or the sign is otherwise in violation of this chapter, written notice of such determination and the grounds therefor shall be sent or delivered to the owner of the sign or, where ownership is not known, to the owner of the property where the sign is posted. The notice shall give the owner 5 calendar days to remove the sign, to bring the sign into conformity with the provisions of this chapter or to appeal the determination, shall include instructions for how such appeal may be made and shall set forth the owner's right to reclaim the sign upon payment of costs. If the sign is not removed within that time period, the violation is not corrected, and an appeal is not received, the sign may be removed and stored by the City. Signs removed by the City that are not retrieved by the sign owner within 5 calendar days shall be considered abandoned and may be disposed of by the City.

2. **Emergency removal.** When it is determined that the sign in question poses an imminent safety hazard or dangerous condition, such sign may be removed immediately and stored by the City. As soon as possible following removal of a sign, the sign owner, if known, shall be given a notice of violation and the right to a hearing by requesting such hearing within 5 calendar days of receipt of the notice of removal.

3. **Appeals.** When timely requested, an appeal hearing shall be held within 10 calendar days of receipt of the written request. The hearing shall be presided over by a neutral hearing officer selected by the City, and the owner and the City shall be permitted to present evidence and cross-examine each other's witnesses. At the conclusion of the hearing, the hearing officer shall prepare a written decision which shall be delivered to the appellant within 10 days of the hearing. If the owner establishes the removal to be improper, the owner shall be entitled to a return of the sign without charge. In all other cases, the sign will be returned to the owner only upon payment of removal and storage costs. If the sign is not claimed within 30 days after the decision becomes final, the sign may be destroyed.

D. **Removal of temporary signs by unauthorized persons – prohibited.** No person other than those authorized by this section shall remove any temporary sign from any property not owned or leased by that person, including any temporary sign within a public right-of-way.

9.220.100 General Regulations

AG	RM	RR5	RR2	RR1	RR1/2	LDR-1	LDR-2	LMDR	MDR	MHDR	HDR				
CR	CO	BP	HI	EDC-NG	EDC-MB	EDC-CC	EDC-NR	EDC-SG	OS-C	OS-R	OS-W	PD-1	PD-2	PD-3	PD-4
PD-5	PD-6	PD-7													



A. Construction requirements. Every sign and all parts, portions and materials thereof shall be manufactured, assembled and erected in compliance with all applicable state, federal and local laws and regulations. In addition, all signs shall comply with the following criteria:

1. All transformers, equipment, programmers and other related items shall be screened and/or painted to match the building or shall be concealed within the sign.
2. All permanent signs shall be constructed of quality, low-maintenance materials such as metal, concrete, natural stone, glass and acrylics. Techniques shall be incorporated during construction to reduce fading and damage caused by exposure to sunlight or degradation due to other elements.
3. All freestanding signs that incorporate lighting shall have underground utility service unless the lighting is solar-powered.
4. All temporary signs and banners shall be made of a material designed to maintain an attractive appearance for as long as the sign is displayed.
5. Signs shall be constructed and located so as to not obstruct line of sight for pedestrians, bicyclists or vehicular drivers, and so as not to pose or create a safety concern.
6. All signs shall be constructed in accordance with all applicable California Building Code and National Electrical Code provisions, as well as in compliance with all legally required clearance from communications and electric facilities.
7. Sign support hardware shall be of a compatible material and design with the sign it supports and shall complement the architecture and design of building to which it is affixed, if any. Sign supports of a permanent sign shall be reviewed as part of the sign permit process.
8. Signs shall be designed and oriented to minimize light or glare upon adjacent residential properties and public rights-of-way.
9. Sign design, scale, color and materials shall be compatible in style with the building served by the sign.
10. Signs shall not be affixed to a fence or a tree, shrub, rock or other natural object.
11. Sign siting, generally.
 - a. Attached signs. Attached signs may be located along any frontage of a structure or building that faces directly onto a public right-of-way or an internal circulation path on the site. Orientation of signs such that they face directly onto adjacent residential property is to be avoided and is allowed only when there is no practical alternative and the impact of the sign from the residences is minimized.
 - b. Freestanding signs. The minimum setback distance for freestanding signs shall be 3 feet, measured from the edge of the public right-of-way or side of a driveway. All freestanding signs shall be located outside of any required site visibility area. The minimum spacing distance between permanent freestanding signs, excluding on-site directory signs, shall be 50 feet.

B. Maintenance requirements. Every sign and all parts, portions and materials thereof shall be maintained and kept in proper repair. The display surface of all signs shall be kept clean, neatly painted and free from rust and corrosion. Any cracked, broken surfaces, malfunctioning lights, missing sign copy or other non-maintained or damaged portions of a sign shall be repaired or replaced within 15 calendar days following notification by the City, or within such other extended time period approved by the City. Noncompliance with such a request will constitute a nuisance condition.

C. Sign removal or replacement. When a sign is removed or replaced, all brackets, poles and other structural elements that support the sign shall also be removed. Affected building surfaces shall be



restored to match the adjacent portion of the structure. This requirement does not apply to signs undergoing routine maintenance.

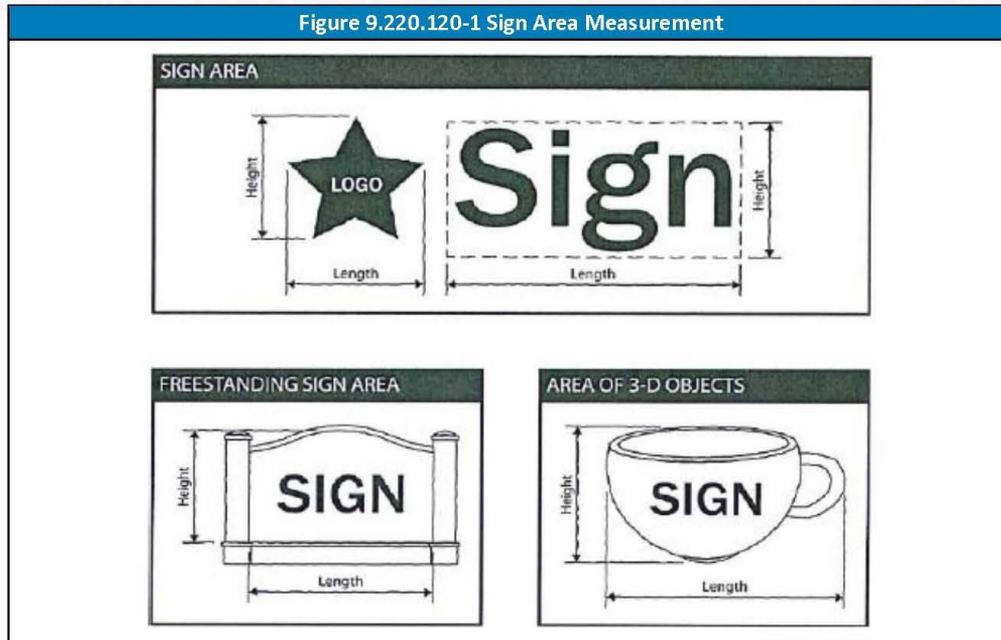
9.220.110 Message Substitution

Subject to the property owner's consent, a noncommercial message of any type may be substituted in whole or in part for the message displayed on any sign authorized pursuant to this chapter, without consideration of message content. The purpose of this requirement is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial message over any other noncommercial message. This provision does not allow for the substitution of an off-site commercial message in the place of an on-site commercial or noncommercial message.

9.220.120 Sign Measurement Standards

- A. **Sign area measurement procedures.** Sign area shall be computed by including the entire area within a single, continuous, rectilinear perimeter, or a circle or an ellipse, enclosing the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop of structure against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself. Backing plates shall count as part of the sign area unless they are transparent. In the case of two-sided, multisided, or three-dimensional signs, the area shall be computed as including the maximum single display surface which is visible from any ground position at one time. See Figure 9.220.120-1 (Sign Area Measurement).
- B. **Sign height measurement.** Sign height shall be measured from the base of the sign at finished grade to the top of the highest attached component of the sign. However, if the sign is constructed on an artificial berm, the height of the signs, as measured from the toe of slope or berm, shall not exceed 150% of the maximum height allowed by this chapter.

Figure 9.220.120-1 Sign Area Measurement



9.220.130 Permanent On-Site Sign Standards RM RR5 RR2 RR1 RR1/2 LDR-1 LDR-2 LMDR MDR
MHDR HDR CR CO BP HI EDC-NG EDC-MB EDC-CC EDC-NR EDC-SG PD-1 PD-2 PD-3 PD-4 PD-5
PD-6 PD-7

- A. Purpose and intent.** All permanent on-site signs, unless specifically exempt from permitting requirements under this chapter, require a sign permit as described in this chapter. Except as provided in divisions (d) through (h) of this section, permanent on-site signs shall be consistent with the standards listed in Table 9.220.130-1 (Signage Standards for Permanent On-Site Signs) as listed by base zoning district.
- B. General sign development and design requirements.** The following general design requirements shall apply to permanent on-site signs.
1. **Design compatibility with building.** Signs shall be compatible with the architectural style of the primary building or buildings on the site where the sign is located. Signs located on commercial sites but in a predominantly residential area shall consider compatibility with such residential area. In determining whether a sign is compatible, the Community Development Director may consider the form, proportion, scale, color, materials, surface treatment, overall sign size and the size and style of lettering.
 2. **Sign illumination.** The artificial illumination of signs, either from an internal or external source, shall be designed so as not to cast stray light on surrounding rights-of-way and properties. The following requirements shall apply to all illuminated signs:
 - a. External light sources shall be directed and shielded to limit direct illumination of an object other than the sign.

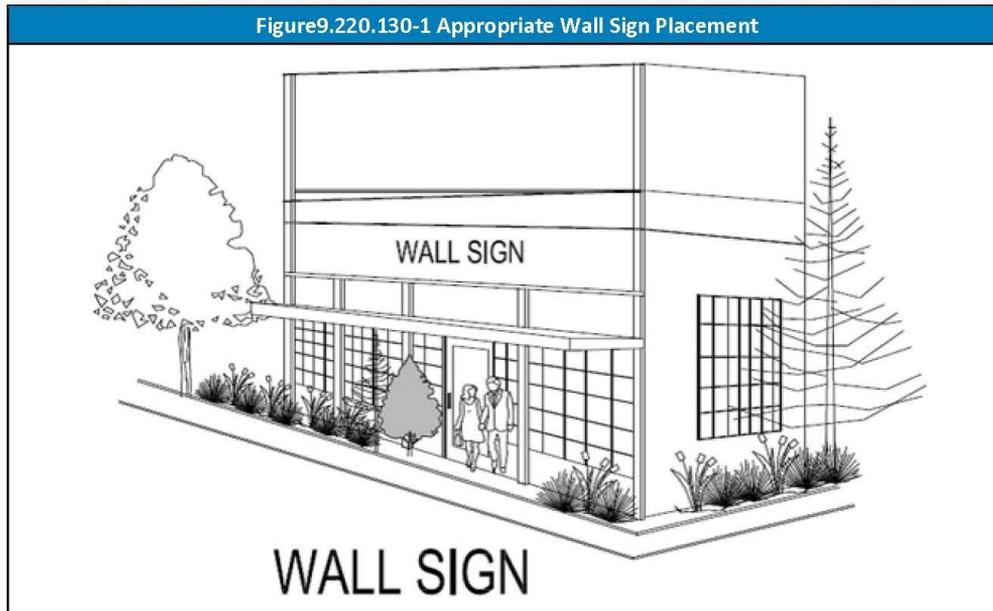
- b. The light from an illuminated sign shall not be of an intensity or brightness that will create glare or other negative impacts on residential properties in direct line of sight to the sign.
- c. Unless otherwise permitted by another requirement of this chapter, signs shall not have blinking, flashing or fluttering lights, or other illumination devices that have a changing light intensity, brightness or color.
- d. Colored lights shall not be used at a location or in a manner so as to be confused or constructed as traffic control devices.
- e. Light sources shall utilize energy-efficient fixtures to the greatest extent possible and shall comply with Title 24 of the California Code of Regulations, as well as with all applicable provisions of this code, including Chapter 6.01 (Dark Sky; Light Pollution).

C. Development and design standards for specific sign types. The following additional requirements shall apply to the specific sign types identified:

1. **Awning, canopy and umbrella signs.** Awning, canopy and umbrella signs may be permitted only as an integral part of the awning, canopy or umbrella to which they are attached or applied. They shall be considered wall signs for signage area calculation purposes; however, if the sign does not contain any text, it shall not be considered a sign for allowable signage area calculation purposes. Awning signs shall only be allowed for first- and second-story occupancies, and temporary signs shall not be placed on or attached to awnings, canopies or umbrellas unless authorized pursuant to a temporary sign permit.
2. **Monument signs.** Monument signs shall only be permitted as follows:
 - a. In an effort to promote full architectural integration of signs, voids between the sign face and the sign structure are prohibited. Either the sign face shall utilize the full width of the sign structure or coverings that are architecturally consistent with the rest of the sign shall be used to fill any voids.
 - b. Materials and design for freestanding signs shall be complementary to the materials and design of the buildings for the related development. For example, if the facade of the building is made of brick or brick veneer, a complementary monument sign would also include brick.
 - c. For monument signs in multitenant centers, the name of the center shall not be calculated in the maximum sign area. Rather, the name of the center shall have a separate maximum sign area of 8 square feet. All tenant signs shall have a minimum letter height of 8 inches. The maximum number of tenants is four tenants on each sign face. The two sign faces of a monument sign are not required to be identical in terms of tenant identification.
 - d. Landscaping shall be provided at the base of the sign. At a minimum, the landscape area shall be equal to the area of the sign. The approval authority may reduce this ratio during formal project review if found necessary and/or appropriate for the overall design of the proposed project. Landscaping shall be complementary to the landscaping for the overall site, shall be appropriately irrigated and shall include floral arrangements that include drought-tolerant annuals and perennials, which are designed to facilitate maintenance as well as to enhance aesthetic quality. The design of the landscaping shall be such that natural growth will not obscure the sign from the public right-of-way.
3. **Projecting signs.** Projecting signs, including, but not limited to, blade signs, bracket signs and marquee signs, shall be considered wall signs for the purposes of sign area calculations. Projecting signs shall only be permitted as follows:

- a. Location. Projecting signs shall be placed only on ground-floor facades, except for businesses located above the ground level with direct exterior pedestrian access and shall be spaced to maximize visibility of the signage.
 - b. Angle of projection. Projecting signs shall be located either at right angles to the building front along the building facade, or, when located on the corner of a building, at a 45-degree angle to the corner of the building.
 - c. Height. The lowest point of a projecting sign shall be a minimum of 8 feet above grade.
 - d. Projection and suspension. The sign may project a maximum of 5.5 feet from the building and shall be suspended with a clear space of at least 6 inches between the sign and the building.
 - e. Sign structure. Sign supports and brackets shall be compatible with the design and scale of the sign.
 - f. Encroachment. Blade, bracket or marquee signs may not encroach into the public right-of-way or be located above it, into a designated emergency vehicle/fire access lane or into City-owned property without first obtaining an encroachment permit.
- 4. Wall signs.**
- a. Signs should not obscure or cover architectural elements or decorative features of the building. A building's architectural style and overall proportions should guide the design and placement of signs and the sign types selected for each business. The size and shape of a sign should be proportionate with the scale of the structure and/or architectural feature on which the sign is placed.
 - b. Wall sign raceways shall be concealed from public view (e.g., within the building wall or otherwise integrated with the design of the sign and building) so as to not detract from the architectural character of the building.
 - c. Channel letters, reverse channel letters and pushpin letters are required.
 - d. Signage containing multiple elements (e.g., logo and text) on one facade shall be designed so that the multiple elements are located and scaled with relationship to each other.
 - e. Wall signs shall not extend more than seventy-five percent of the suite length for multi-tenant buildings or seventy-five percent of the facade/architectural element that the sign is placed on for a single tenant or multi-tenant buildings.
 - f. Signs shall be placed in a manner that is consistent with the proportion and scale of architectural elements on the building facade.
 - g. For businesses with more than one permitted wall mounted sign, the second sign shall not exceed eighty percent, third seventy percent, and fourth sixty percent of the maximum allowable sign area for the corresponding frontages.

Figure 9.220.130-1 Appropriate Wall Sign Placement



5. **Neon-style signs.** Neon-style signs for business identification are only permitted in commercial zoning districts as part of a master sign program, except that up to two signs not exceeding 4 square feet (combined) of neon-style window signage shall be allowed by right in all districts. Neon tubing shall be fully enclosed in a metal frame and covered with Plexiglas. Neon-style banding of buildings for architectural detailing is prohibited.
6. **Menu/order board signs for drive-in and drive-through uses.** Each drive-in or drive-through use is permitted two menu/order board signs and one clearance bar per drive-through lane. Such menu/order board signs and clearance bars shall not count as signs for purposes of Table 9.220.130-1 (Signage Standards for Permanent On-Site Signs), either in terms of number or area. The maximum height for a menu/order board sign shall be 6 feet and the maximum area allowed for each sign is 75 square feet. No alterations or additions (e.g., rider signs) along the exterior of a menu/order board sign or clearance bar are permitted.
7. **Home Occupation and Home-based businesses.** Provided the business is properly licensed and in compliance with all other applicable laws and regulations, signage for home occupation and home-based businesses shall comply with Chapter 9.320.050.
8. **Regional centers and automobile centers.** The maximum number of signs permitted, maximum area and maximum height of signs for regional shopping and automobile centers shall be determined as part of a master sign program. In addition to the allowable signage set forth in Table 9.220.130-1, regional centers and automobile centers are allowed one additional monument sign, with a maximum height of 55 feet, a maximum width of 20 feet, a maximum of two sign faces and a maximum sign area of 480 square feet per sign face (including center identification).

9. **Movie theaters.** Permissible signage and associated regulations for movie theaters shall be as determined as part of a master sign program.

10. **Service stations.** Signs for service stations shall be consistent with the standards in Table 9.220.130-2 (Signage Standards for Permanent On-Site Signs for Service Stations).

D. **Format and organization of standards.** The signage standards listed below are summarized, where applicable, in table format for ease of use and organization. Concepts described in these tables are as follows.

1. **Collective sign area.** Allowable sign area either is a set square footage per establishment or is based on a ratio of allowable sign area to primary building frontage (e.g., 1 square foot of sign per 1 linear foot of primary building frontage, or 1 sf:1 lf). Where a ratio is described, it applies to the maximum sign area listed in Table 9.220.130-1 (Signage Standards for Permanent On-Site Signs). Sign area is calculated pursuant to Section 9.220.120 (Sign Measurement Standards). The total sign area allowed herein for each sign type may be distributed among the maximum number of signs permitted for that sign type. For commercial, office and mixed-use zoning districts, there are additional wall sign allowances for sub-establishments.

2. **Mixed-use zoning districts.** In mixed-use zoning districts, signage for residential uses shall be consistent with the standards for residential zoning districts (e.g., as if the development were in a residential zoning district). For nonresidential uses, signs shall be consistent with the standards for commercial and office zoning districts.

Table 9.220.130-1 Signage Standards for Permanent On-Site Signs ⁽¹⁾					
Use Type	Sign Type	Development Standards			
		Maximum Number Permitted	Maximum Aggregate Area ⁽²⁾	Maximum Height	
Residential Zoning Districts					
Institution	Wall sign	1 sign per establishment		Roofline	
	Monument sign	1 sign per establishment		6 ft.	
Multi-family complex, ≤ 12 units	Wall sign	1 sign per street frontage, maximum 2 signs		Roofline or 20 ft., whichever is less	
	Monument sign			6 ft.	
Multi-family complex, > 12 units	Wall sign	1 sign per street frontage, maximum 2 signs		Roofline or 20 ft., whichever is less	
	Monument sign			6 ft.	
Permanent subdivision identification sign	Wall sign	2 signs per development entry		6 ft.	
	Monument sign			6 ft.	
School	Wall sign	2 per school		Roofline	
	Monument sign			50 sf	20 ft.
Commercial and Office Zoning Districts					
Establishments not in a multitenant center	Wall sign	1 wall sign per building face, max 3	Max 4 signs total between both types	1 sf: 1 lf	Roofline or 20 ft., whichever is less
	Monument sign	1 sign per street frontage, max 2		32 sf	
Retail establishments under 100,000 square feet in a multitenant center	Wall sign, primary establishment	1 sign per establishment per building face, max 3		1 sf :1 lf,	Roofline or 20 ft., whichever is less
	Wall sign, sub-establishment	1 sign per sub-establishment building face, max 2		1 sf: 1 lf,	

Table 9.220.130-1 Signage Standards for Permanent On-Site Signs ⁽⁴⁾				
Use Type	Sign Type	Development Standards		
		Maximum Number Permitted	Maximum Aggregate Area ⁽⁵⁾	Maximum Height
	Monument	1 sign per street frontage ^(3 & 4)	32 sf ⁽⁴⁾	8 ft.
Retail establishments over 100,000 square feet (freestanding or within multitenant center)	Wall signs, primary establishment	6 signs total (maximum 4 signs per building face)	1 sf :1 lf max	Cannot project above wall plane
	Wall sign, sub-establishment	1 sign per sub-establishment building face, max 3	1 sf :1 lf	
	Monument signs	1 per street frontage ^(3 & 4)	72 sf	12 ft.
Office establishments in a multitenant center with two stories or less	Wall sign	1 sign per establishment (not per tenant) per building face, max 2	1 sf :1 lf,	Roofline Letter height may not exceed: 2'6" Logo height may not exceed: 4'
	Monument sign	1 sign per building per street frontage ⁽³⁾	32 sf ⁽⁴⁾	8 ft.
Office establishments in a multitenant center with three stories or more	Wall sign	2 building identification signs or primary tenant identification signs and 6 secondary tenant identification signs	3 story - 175 sf 4 story - 200 sf 5 story - 225 sf	Roofline. Letter height may not exceed: 3 story - 2'10" 4 story - 3' 5 story - 3'4" Logo height may not exceed: 3 story - 4'6" 4 story - 4'10" 5 story - 5'4"
	Monument Sign	1 sign per street frontage ⁽³⁾	32 sf ⁽⁵⁾	8 ft.
Industrial Zoning Districts				
All establishments	Wall sign	1 sign per establishment per building face, max 2	1 sf :1 lf, max 150 sf total per establishment	Roofline
	Monument sign	1 sign per street frontage ⁽³⁾	32 sf ⁽⁵⁾	8 ft.
<i>Table Notes:</i>				
1. Signage required by the Fire District's standards for multi-family and commercial/industrial facilities are exempt from the limits set forth in this table.				
2. Subdivision entrance sign areas may be increased based on the subdivision name and architectural enhancement, subject to approval authority review.				
3. May be increased to 2 per street frontage when signs are spaced a minimum of 300 feet apart. Alternatively, the maximum area may be increased to 48 square feet when the site frontage is longer than 500 feet. In no case may these two allowances be combined.				
4. On multitenant monument signs, the name of the center shall not be calculated in the maximum sign area. Rather, the name of the center shall have a separate maximum sign area of 8 square feet.				
5. May be increased to 2 per street frontage when signs are spaced a minimum of 300 feet apart, but additional signs allowed per this section cannot exceed 8 feet in height and 32 square feet in area.				

Table 9.220.130-2 Signage Standards for Permanent On-Site Signs for Service Stations

Sign Type ⁽¹⁾	Development Standards			
	Maximum Number Permitted		Maximum Aggregate Area ⁽²⁾	Maximum Height
Monument	1 sign per street frontage, max 2	Max 5 signs total between all types	36 sf	8 ft.
Wall sign, primary establishment	1 sign per street frontage, max 2		2 sf :1 lf, max 50 sf	Roofline
Wall sign, canopy	1 sign per street frontage			Roofline
Wall Sign, sub-establishment	1 sign per sub-establishment, max 2		12 sf	Roofline or 20 ft., whichever is less

Table Notes:
 (1) Temporary signs are subject to separate permit requirements and regulations set forth in Section 9.220.130 (Temporary On-Site Commercial Sign Standards) of this code.
 (2) The total maximum area includes pricing information required by California Business and Professions Code Section 13530, et seq.

(2022-351, 09/21/2022)

9.220.140 Temporary On-Site Commercial Sign Standards CR CO BP EDC-NG EDC-MB EDC-CC
EDC-NR EDC-SG

A. Permit required. With the exception of signs exempt from permitting requirements under this chapter, all temporary on-site commercial signs shall require a temporary sign permit prior to their placement. Temporary on-site commercial signs include, but are not limited to, signs for grand openings or for special product, sale or event advertising. Temporary on-site commercial signs must comply with the standards listed in Table 9.220.140-1 (Allowed Temporary On-Site Commercial Sign Standards).

B. Time duration.

- 1. Generally.** Display periods for temporary on-site commercial signs shall be limited to a maximum of 90 days per calendar year, with a maximum of 45 consecutive calendar days at a time. Longer durations may be permitted through issuance of a conditional use permit.
- 2. Subdivision signs.** All temporary on-site commercial signs for subdivisions shall be removed within 10 days after all lots in the subdivision are sold. The subdivider shall provide the City with a deposit in an amount established by resolution of the City Council to ensure compliance with such requirement.

C. Illumination. Temporary signs shall not be illuminated.

Table 9.220.140-1 Temporary On-Site Commercial Sign Standards

Sign Type	Development Standards			
	Maximum Number Permitted	Maximum Area	Maximum Height	Minimum Setback from ROW ⁽¹⁾
On-Site Subdivision Signs				
Flags	6 flags	15 sf per flag	15 ft.	5 ft.
Signs on model home sites	1 per model unit			
Sales center sign	1 per model complex	16 sf per side, max 2 sides	6 ft.	3 ft.
Other signs	1 sign per street frontage of the boundary of the project	32 sf per side, max 2 sides (64 sf total)	15 ft.	5 ft.

Table 9.220.140-1 Temporary On-Site Commercial Sign Standards

Sign Type	Development Standards			
	Maximum Number Permitted	Maximum Area	Maximum Height	Minimum Setback from ROW ⁽¹⁾
All Other Uses ⁽²⁾				
Wall	1 sign per establishment	50 sf	Roofline	5 ft.
Freestanding sign, excluding flags			8 ft.	5 ft.
Flags	1 flag	30 sf per flag	15 ft.	5 ft.

Table Notes:
 (1) Must be located outside of the site visibility area.
 (2) Choice of two temporary sign types at a time, unless otherwise approved as part of a temporary event permit.

9.220.150 Off-Site Commercial Signage

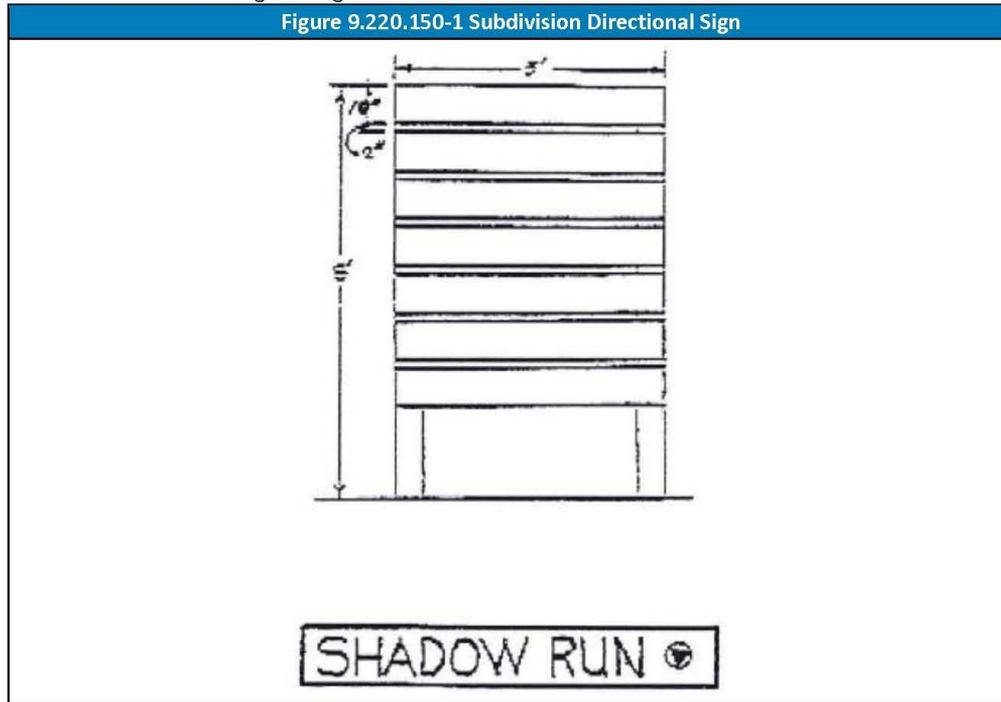
A. General prohibition. Generally, all new off-site commercial signage is prohibited within the city. Existing off-site commercial signs (e.g., billboards) are considered nonconforming signs and regulated by Section 9.220.170 (Nonconforming Signs and Abandoned Signs). Notwithstanding the foregoing, off-site subdivision directional signs are allowed as provided in division (B) of this section. In addition, City signs and City-sponsored signs are exempt from the off-site commercial signage prohibition.

B. Off-site subdivision directional signs.

1. **Permit required.** Off-site subdivision directional signs shall require a temporary sign permit.
2. **Standards.** Off-site subdivision directional signs shall comply with the standards set forth in this division, in addition to the general standards applicable to all signs.
 - a. A maximum of six off-site signs may be used to lead customers to the subdivision site.
 - b. Signs shall be no larger than 60 inches by 10 inches and shall be grouped on a four-sided sign structure as shown in Figure 9.220.150-1 (Subdivision Directional Sign).
 - c. An off-site subdivision directional sign must be located at least 600 feet from existing or previously approved off-site subdivision directional signs.
 - d. A sign location plan shall be prepared showing the site of each directional sign and shall be submitted to the Community Development Department prior to the issuance of the temporary sign permit.
 - e. Any such sign approved for a particular subdivision within the city shall not be changed to advertise another subdivision without prior approval of the Community Development Director.
 - f. There shall be no additions, tag signs, balloons, streamers, devices, display boards or appurtenances added to the sign as originally approved.
 - g. All nonconforming subdivision directional signs associated with the subdivision in question must be removed prior to the issuance of a new sign permit.
3. **Duration.** Off-site subdivision directional signs shall be allowed until all lots in the subdivision are sold out.
4. **Building Industry Association kiosk directional sign program.** Off-site subdivision directional signs may be installed through the Building Industry Association (BIA) of Southern California's Riverside County Chapter without the subdivider obtaining a separate permit from the City so long as there exists a valid agreement between the City and the BIA concerning placement and regulation of such signs. All off-site subdivision directional signs installed through the BIA shall be regulated and

installed per the agreement and approvals between the BIA and the City. The BIA shall not install any new structures without the express written consent of the Community Development Director. If the signs are to be located within the right-of-way, the express written consent of the Director of Public Works and Engineering must be obtained as well.

Figure 9.220.150-1 Subdivision Directional Sign



9.220.160 Electronic Display Signs

- A. No new electronic display signs shall be established except as provided in this chapter. The City recognizes that as of the effective date of this chapter there are several electronic display signs in Menifee. Such signs, if legal at the time of their erection, are declared legal nonconforming signs and may continue to operate in accordance with Section 9.220.170(A) (Nonconforming and Abandoned Signs).
- B. The limitation established by this section shall not apply to the following types of signs.
1. Manually changeable copy signs.
 2. Signs providing information on fuel price and grade and fueling stations.
 3. Signs located on property occupied by an auto center or a movie theater use and that are approved as part of a master sign program.
 4. Signs owned by the City.
 5. Signs located on City property.
 6. Signs for educational facilities.

9.220.170 Nonconforming Signs and Abandoned Signs

A. Nonconforming signs.

1. Except as otherwise provided by this section, all existing signs that were legally erected and which do not meet the requirements of this chapter shall be deemed legal nonconforming signs and shall either be removed or brought into compliance with the City's Municipal Code when a substantial alteration to the sign is made. Change of copy shall not be deemed a substantial alteration. For purposes of this section, a substantial alteration shall be defined as repair or refurbishing of any sign that alters its physical dimensions or height, or replaces any integral component of the sign including, but not limited to, alterations to exterior cabinets, bases or poles. In addition, substantial alteration shall also include any repair or refurbishing of a sign that exceeds 50% of the depreciated value of the sign and structure, excepting customary maintenance. Customary maintenance shall be defined as any activity or work performed for the purpose of actively maintaining the sign in its existing approved physical configuration and size dimensions at the specific location approved by the City and includes the following:
 - a. Repainting the sign text, cabinet or other component of the sign without changing the advertising message; or
 - b. Routine replacement of border and trim with substantially the same colors and materials.
2. A legal nonconforming sign may remain in use provided no additions or enlargements are made thereto and no substantial alterations are made thereto, except as permitted for customary maintenance in this section. If said nonconforming sign is destroyed or removed or ceases to be used for the use in existence as of the effective date of the ordinance codified in this chapter, every future sign at the same location must be in conformance with the requirements of this chapter.

B. Abandoned signs. Abandoned signs may be abated by the City. For regulatory purposes, any factors indicating abandonment shall not begin occurring until 120 days after the effective date of this chapter.

EXHIBIT "D"

City Vendor Hourly Rate for Banner Removal as of July 1, 2024

LABOROTHER		1.00	EA	195.00	195.00
Labor Service Call - Set Pricing for 3 years FY24/25-26/27					
LABORREMOVAL	Labor Removal	1.00	EA	35.00	35.00
of Removal of (1) 30" x 90" Single "Military Honors" Banners on Existing Hardware with Band it					
FY 25/26 Labor Year 2 - \$37.10					
FY 26/27 Labor Year 3 - \$39.32					
