



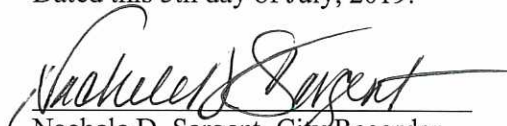
COALVILLE CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the Coalville City Council will hold its regular meeting on **Monday, July 8, 2019** at the Coalville City Hall, 10 North Main, Coalville, Utah. This meeting will begin at **6:00 P.M.** The agenda will be as follows:

1. Roll Call
2. Pledge Of Allegiance
3. City Council Agenda Items:
 - A. **Public Hearing:** Review, Discussion And Possible Adoption of Master Planned Development (MPD) Development Code Update Amendments – Ordinance No. 2019-4
 - B. Development Code Update Amendments: Review And Confirmation Of The Final Edits To The Adopted Lighting And Signing Development Code Amendments
 - C. Review, Discussion, And Possible Approval Of The Cooperative Agreement Between The Utah Division Of Forestry, Fire And State Lands, And Coalville City
 - D. Planning Consultant Updates
 - E. Public Works Updates
 - F. Community Development Updates
 - a. Business Licenses
 - G. Legal Updates
 - H. Council Updates
 - I. Mayor Updates
 - J. Executive Session
4. Review And Possible Approval Of Accounts Payable
5. Review And Possible Approval of Minutes
6. Adjournment

** Coalville City reserves the right to change the order of the meeting agenda as needed.*

Dated this 5th day of July, 2019.


Nachele D. Sargent, City Recorder

****In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Hall (435-336-5981) at least three days prior the meeting.**

Posted: July 5, 2019 City Hall, Coalville City Website, Utah Public Notice Website

Mayor
Trever Johnson

Council
Adrienne Anson
Cody Blonquist
Arlin Judd
Rodney Robbins
Tyler Rowser

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Coalville City Council
Regular Meeting
HELD ON
July 8, 2019
IN THE
CITY HALL

Mayor Trever Johnson opened the meeting at 6:00 P.M.

COUNCIL PRESENT: Mayor Trever Johnson
Council: Arlin Judd, Tyler Rowser,
Rodney Robbins, Adrienne Anson
Cody Blonquist (excused)

CITY STAFF PRESENT:

Sheldon Smith, City Attorney
Zane DeWeese, Public Works Director
Don Sargent, Consultant
Nachele Sargent, City Recorder

PUBLIC IN ATTENDANCE:

Kim Bowen, Tom Rees, Sheryl Rees, Rory
Swensen, Phil Geary, Eric Langvardt,
Jennifer Langvardt, Dixie Sargent

Item 1 – Roll Call:

A quorum was present.

Item 2 – Pledge Of Allegiance:

Mayor Trever Johnson led the Council, Staff, and Public in the Pledge of Allegiance.

Item B – Development Code Update Amendments: Review And Confirmation Of The Final Edits To The Adopted Lighting And Signing Development Code Amendments:

Mayor Trever Johnson stated this discussion would be to ratify the changes made to the Signing and Lighting Code at the last meeting. Don Sargent reviewed the Staff report (Exhibit A) and verified the items highlighted in red.

Page 8, Item D, #3: added gas “station” to the language.

Page 10, Item H, #5A: discussed whether the height should be changed to 60 feet or left with review by City Staff. It was decided to add review by City Staff “and approved by City Council”.

A motion was made by Council Member Arlin Judd to ratify the Development Code Update Amendments for Lighting and Signing with the additions discussed tonight

**Ordinance 2019-3. Council Member Adrienne Anson seconded the motion. All Ayes.
Motion Carried.**

Roll Call:

**Council Member Judd – Aye
Council Member Anson – Aye
Council Member Robbins – Aye
Council Member Rowser – Aye**

Item A – Public Hearing: Review, Discussion, And Possible Adoption Of Master Planned Development (MPD) Development Code Update Amendments – Ordinance No. 2019-4:

Mayor Trevor Johnson stated this item was part of the continued effort to update the Development Code. Don Sargent referred to the Staff report (Exhibit B) and stated the Planning Commission had held a public hearing on June 17th for this and forwarded a recommendation of approval to the City Council. He referenced the existing chapter in the Development Code and showed some of the major changes. He stated a major subdivision would start with six lots and above. He stated they added attached units to be allowed under every Zone except RA and AG Zones. Don stated the bonus density regulations in the previous Code were very arbitrary. He stated it was now proposed as one provision to create bonus density which would be deed restricted open land. Don stated the focus of an MPD was to create a superior project through flexible design tools. He stated receiving additional density was in exchange for something that would benefit the City. Don reviewed the proposed Code with the Mayor and Council including the following:
Page 6, 8-8-060, Item B, #1: Discussion on what Deed Restricted Open Space could be including agricultural uses, a golf course, trail easements, the provisions don't include a private individual residence, not being too restrictive and possibly allowing private property to be included if language was included for no fencing, if private residential was a benefit to the community, concerns of allowing too much density bonus with jamming too many units in a project, having designs for the best useful and beneficial open land, and possibly creating a building area for lots with the rest as open space. Don stated he would work on the language and bring it back to the Council.

Page 6, 8-8-060, Item B, #1a: Don Sargent stated he had reviewed this item with Sheldon Smith and they realized they needed to adjust these numbers. The Density Bonus couldn't exceed 50% of the project and no more than 25% could be sensitive lands. He stated the numbers needed to be adjusted to address the Zoning and suggested the changes of AG – from 30% to 20%, RA – from 20% to 15%, R-1 – from 15% to 10%, R-2 – from 15% to 10%, R-4 – from 10% to 5%, R-8 – from 10% to 5%. The Mayor and Council discussed the suggested changes including reducing the bonus as it allowed too much density which resulted in jamming things in and giving a higher number of units than what they should be allowed on the property, considering the project as a whole and the benefit of having smaller lots in one area and more open space, a six lot subdivision would be reviewed

under the same bonus provisions as a 500 lot subdivision and the impact the bonus density would have on a smaller development which would allow them to end up with seven or eight lots on smaller acreage, not having a base for open space for previous approved subdivision and now there would be a base and they may not be able to get the full bonus, if the new base was applied to the Black Willow Subdivision they would lose two lots, the open space would need to be beneficial open space and not just a left over weed patch, who would be responsible to maintain the open space, having 10% across the board, and if too restrictive then what would the incentive be to give open space.

Mayor Trever Johnson opened the public hearing at 7:14 P.M.

Phil Geary – 46 North 100 East

Phil Geary stated when designing these projects, the trails designed would start or end with someone else's private property and questioned what good the trail would be when no one could use it. Don Sargent stated in a case like that, the trail wouldn't be improved. It would be a trail easement and as the other properties developed, the trail would find its way out to the trail connector. He stated as the projects were reviewed, they would need to be reviewed with the City Master Trail Plan to make sure they were located in the right place for connectivity. Mayor Trever Johnson stated if the community wanted trails they would need to start somewhere.

Page 7, 8-6-060, Item B, #1 C: discussed the option of allowing the Deed Restricted Open Space to be on different property to have it located in the right area of the City.

Mayor Trever Johnson questioned if they needed to be concerned about the areas left to Council discretion for future decisions and referred to page 12 that stated "suitable provisions" and other areas. Don Sargent stated the added language of having the decisions be based on advancing the goals, policies, and objectives of the General Plan, would give them the criteria needed for the decision. Sheldon Smith stated State Law now regulated Conditional Use Permits and they would have to follow a check list from the Code. Don Sargent stated the other Code provisions would address any other questions. He stated he would add the language to reference the Code for other provisions and definitions.

Eric Langvardt – Developer

Eric Langvardt stated he was concerned about the minimum open space and how it would be maintained. He stated if the HOA would be maintaining it, that would be great, but if it had public access, then it should be a requirement that the open space had to be maintained. He stated otherwise it would just become an eyesore and no one would benefit from it. He stated he felt this was a tough balance. Mr. Langvardt questioned what the minimum lot size would be on a property after roads were put through it. He gave the

example of 10 acres of property with 2 acres of roads through it, then the roadways would work against the Developer. He questioned if they were considering net acreage or gross acreage. If they were building on a parcel where the road was already there, it was very different than if you had to punch a road through part of your buildable property. Eric Langvardt stated he had trouble with having a minimum lot size requirement. He gave the example for a townhouse in R-8 and the minimum lot size was 1/8 of an acre and if you were building an Attached Unit product, it would be a weird dimension for a townhouse. It would also create a lot of weird left-over space and he didn't think that was the goal. He stated you could build a condo and it wouldn't have a lot and as a Designer, this requirement made him uneasy and was ambiguous. He stated he thought the goal of clustering was the biggest thing and how much open space was in the project was the second thing, but if the open space was pastoral and didn't need to be maintained because it was Zoned Agricultural, that was one thing, but having something like that in the City was a different story. He stated the City had a big range and was dealing with a large Zone spectrum.

Council Member Tyler Rowser questioned if the City could mandate through the Code a Development would have to have a HOA. Sheldon Smith stated he didn't think they could do that. Mayor Trevor Johnson stated he thought they could do it through the density approval. Sheldon Smith stated he didn't think legally they could require a project to have a HOA, but it could possibly be addressed by a Development Agreement or some other document. Don Sargent stated in regards to Mr. Langvardt's comment the Council could at their discretion, go as low as .10 acre with the Density Bonus, but that would be to calculate density and not that the unit had to be that size. He stated the minimum lot size for Attached Units would only be used to calculate the number of units the lot could carry and not the size of the unit. Mayor Trevor Johnson requested for Don Sargent to do more work on the base percentages to make sure things were adding up and to consider how the roads played into the equation and what the impact would be on the base density. He stated otherwise he didn't see any issues with the proposed amendments.

Phil Geary – 46 North 100 East

Phil Geary questioned how much acreage in the Black Willow Subdivision was roads and sidewalks. Don Sargent stated he didn't know. The road standards had been changed, but the easement would be the same. He stated he would look at that and get the numbers for him.

Mayor Trevor Johnson closed the public hearing at 7:40 P.M.

A motion was made by Council Member Tyler Rowser to table the Master Planned Development Code revision approval at this time and bring it back to the Council Meeting on July 22, 2019. Council Member Arlin Judd seconded the motion. All Ayes. Motion Carried.

Item D – Planning Consultant Updates:

Don Sargent stated he was continuing work on Phase III of the Code Revisions which included Beekeeping, Trails and Open Space, Hearing Officer, and Enforcement Provisions.

Don Sargent stated the Planning Commission would be holding the first public hearing for the Wohali Project on July 15th to bring the community up to date on the application process and address any items from the public that may not have already been addressed as it related to the Development Code. Mayor Trever Johnson requested for Sheldon Smith to do some meeting guidelines training with the Planning Commissioner's before the meeting.

Item C – Review, Discussion, And Possible Approval Of The Cooperative Agreement Between The Utah Division Of Forestry, Fire, And State Lands, And Coalville City:

Mayor Trever Johnson stated he had met with Mike Erikksen about the Cooperative Agreement for Wildland Fires. He stated there were several things the City could do to mitigate the requirements to offset the criteria. He referred to the Agreement (Exhibit C) and stated the City didn't feel the need to opt in with this program before, but with the Annexations made to the City, it would make sense now.

A motion was made by Council Member Arlin Judd to approve the Cooperative Agreement Between The Utah Division Of Forestry, Fire, And State Lands and Coalville City. Council Member Adrienne Anson seconded the motion. The Ayes won the vote. Motion Carried.

Council Member Tyler Rowser abstained from voting.

Item E – Public Works Updates:

Zane DeWeese stated they finally made it off of Main Street with the water line upgrade project. He stated they would be working by the School on 100 South and 100 East.

Zane DeWeese stated they got the water tank poured and stripped the forms today. They would be waiting for a stress test and if everything went well, they would be filling it mid-August. He stated this was a 600,000 gallon tank and they would be taking the oldest tank out of service at Icy Springs.

Zane DeWeese stated he wanted to recognize how great his employees were and how they had really stepped up during this construction project and the other Summer projects.

Item F – Community Development Updates:

Mayor Trever Johnson stated there were two business licenses for consideration. The first was for Paradise Deli Cafe, Jaime Rodrigues, located in the strip mall. He stated they had received their Health Department approval. Council Member Tyler Rowser suggested having the Fire Department inspect the premises.

A motion was made by Council Member Adrienne Anson to approve the business license for Paradise Deli Café, Jaime Rodriguez. Council Member Tyler Rowser seconded the motion. All Ayes. Motion Carried.

Mayor Trever Johnson stated he had a business license for approval for his food truck Prime Time Barbecue. He stated this had been approved before and didn't understand why it had to come back to Council. Niki Sargent stated the previous approval was based on him providing his Health Department approval and he hadn't followed through with providing that to the City and his application was voided and wasn't issued. She stated the business licenses renewed yearly in January. Mayor Trever Johnson stated it was cheaper for him to have an event permit so he hadn't pursued the business license, but now wanted to get a permanent license for Coalville City. He stated he had received his Fire Department and Health Department approval.

A motion was made by Council Member Arlin Judd to approve the business license for Trever Johnson, Prime Time Barbecue, subject to the City receiving the fees and a letter from the property owner where the Food Truck would be located. Council Member Tyler Rowser seconded the motion. All Ayes. Motion Carried.

Item G – Legal Updates:

Sheldon Smith stated there had been a complaint made about the motor home that was now parked at the end of 50 East by Sherylyn Clark's house. He stated he had discussed this with the Mayor and he would prepare a letter to address the issue and the Council would need to be prepared for that.

Item I – Mayor Updates:

Mayor Trever Johnson stated he had some concerns about the patch job and roadways and had met with the Contractor and the Sub-contractor to go over some things and review the understanding of what the City expected. Council Member Arlin Judd stated overall, he had received positive comments about the Contractor and felt they were doing a great job.

Mayor Trever Johnson stated he had spoken with Superintendent Jerre Holmes about the lighting concerns the City had with the School. He stated Mr. Holmes reiterated they were very willing to comply with the City Codes.

Mayor Trever Johnson stated the City was still trying to get an easement through the Boyden property for the Sewer Force Main. He stated he was going to talk to Steve Boyden and see if he could make any headway.

Item H – Council Updates:

Council Member Arlin Judd stated the residents in Walker View had complained to him about the roadway entrance to the subdivision and questioned what the timeline would be for getting it repaired. Zane DeWeese stated he was waiting for the Main Street project before it would be completely redone. He stated he had scheduled for the top part of Walker View to be redone this Fall, but the lower end and the entrance would be after the water line was complete.

Council Member Arlin Judd requested for the Public Works to spray the weeds in the circle at Walker View. Zane DeWeese stated when he started back here at the City, he was told by Ron Boyer that it should be the HOA. He stated he would do whatever the City directed. Council Member Arlin Judd stated he used to do it for the HOA. Sheldon Smith stated he thought it was turned over to the City. Zane DeWeese stated if it was part of the City street then the rocks should be removed and something else should be considered there.

Council Member Arlin Judd stated Brett Rasmussen asked him why he was the only one that had to put in a fence and comply with the City regulations. He stated Mr. Rasmussen thought there were a lot of people that didn't have to comply. Council Member Judd stated he notice there were still compliance issues with Mr. Olderman with vehicles parked everywhere, etc. Sheldon Smith stated when a new business came into town, they were required to comply with the Code. He stated the older businesses like Moore's Towing and some others were already in existence and fencing wasn't required and that was what the City was trying to avoid. He stated he had thanked Mr. Rasmussen for complying with the Code.

Council Member Rodney Robbins questioned what would happen with the maintenance for the NS Recreation District Park since they lost their funding. Mayor Trever Johnson stated the City had already committed to maintaining their park. Niki Sargent stated the NS Recreation District picked up their permit today to begin construction.

Council Member Rodney Robbins stated the RMP pole by NAPA had been hit and a chunk had been ripped off. Zane DeWeese stated he would get a pole number and send it to them.

Item J – Executive Session:

There wasn't an executive session tonight.

Item 4 – Review And Possible Approval Of Accounts Payable:

The Mayor and Council reviewed the Accounts Payable for July 2019.

A motion was made by Council Member Adrienne Anson to approve the Accounts Payable for July 2019. Council Member Rodney Robbins seconded the motion. All Ayes. Motion Carried.

Item 5 – Review And Possible Approval Of Minutes:

The Mayor and Council reviewed the minutes of the June 24, 2019 meeting.

A motion was made by Council Member Arlin Judd to approve the minutes of June 24, 2019 as amended. Council Member Adrienne Anson seconded the motion. All Ayes. Motion Carried.

Item 5 – Adjournment:

A motion was made by Council Member Tyler Rowser to adjourn the meeting. Council Member Rodney Robbins seconded the motion. All ayes. Motion Carried.

The meeting adjourned at 8:35 P.M.

Mayor Trever Johnson

Attest:

Nachele D. Sargent, City Recorder



"Exhibit A"
Council 7/8/19

Staff Report

Coalville City
Project Coordinator

To: Coalville City Council
From: Don Sargent, City Project Coordinator
Date of Meeting: July 8, 2019
Re: Lighting and Signing Development Code Amendments
Action: Final Review and Confirmation of Adopted Language

Development Code Update Amendments

REQUEST:

Review, discuss and confirm the final edits to the adopted outdoor lighting and signing update amendments to the City Development Code.

BACKGROUND:

The amendments include the following existing Chapters in the Development Code:

- Outdoor Lighting - Title 10: Chapter 5
- Sign Regulations - Title 9: Chapters 1 through 15

A continued public hearing was conducted on the amendments on June 24, 2019 by City Council. The public hearing was closed, and the amendments were adopted by the City Council with direction given to staff of incorporating several final edits in the language for confirmation at the next city council meeting. The City Council agreed to only review and confirm these final edits to the amendments and not re-discuss or address the previously adopted language of the provisions.

Redlined drafts showing the final language edits of the Lighting and Signing amendments are included as Attachments A and B to this report.

RECOMMENDATION:

Staff recommends the Mayor and City Council review, discuss and confirm the redlined final edits to the amendments.

ATTACHMENTS:

- A. Outdoor Lighting - Title 10: Chapter 5
- B. Sign Regulations - Title 9: Chapters 1 through 15

ATTACHMENT A

Outdoor Lighting

Title 10: Chapter 5

Chapter 5

OUTDOOR LIGHTING

10-5-010: Purpose

10-5-020: Applicability

10-5-030: Application and Review Procedures

10-5-040: Definitions

10-5-050: Lighting Standards and Fixtures

10-5-060: Specific Requirements for Lighting Applications

10-5-070: Exemptions

10-5-080: Penalty

10-5-090: Appeals

10-5-010: PURPOSE

The purpose of the Outdoor Lighting regulations is to:

- A. To prevent the degradation of the nighttime visual environment by production of unsightly, annoying, or dangerous glare;
- B. To minimize light pollution for the enjoyment of Coalville City residents and visitors;
- C. To create lighting practices that promote the health and safety of Coalville City residents and visitors;
- D. To prevent the unnecessary waste of energy and resources in production of excessive light or wasted light;
- E. To prevent interference of the use or enjoyment of property which is not intended to be illuminated at night and the loss of the scenic view of the night sky due to increased urban sky-glow and light trespass.

10-5-020: APPLICABILITY

All exterior outdoor lighting installed after the effective date of this Chapter in all zones in Coalville City shall conform to the requirements established by this Chapter.

- A. These regulations do not apply to indoor lighting, except Window Display Lighting.
- B. Should this Chapter be found to conflict with other sections of this Code, or a Development Agreement, Settlement Agreement or other agreement or regulation, the more restrictive shall apply.

10-5-030: APPLICATION AND REVIEW PROCEDURES

Lighting Plans Required: All Development Project permit applications or submittals that propose exterior outdoor lighting or street lighting shall include a lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with this Chapter and shall include the following:

- A. Plans or drawings indicating the proposed location of lighting fixtures, height of lighting fixtures on the premises, and type of illumination devices, lamps, supports, shielding and reflectors used, with installation and electrical details.
- B. Illustrations, including but not limited to a manufacturer's catalog cut sheets of all proposed lighting fixtures. For commercial, and industrial uses, photometric cut-sheet diagrams of proposed lighting fixtures are also required. In the event photometric diagrams are not available, the applicant must provide enough information regarding the light fixture, lumens, degrees kelvin, and shielding mechanisms for the Planning Commission or Community Development Director to be able to determine compliance with the provisions of this Chapter.
- C. A table showing the total number of proposed exterior lights, by fixture type, degrees kelvin, lumens, and lamp type.

10-5-040: DEFINITIONS

For purposes of these regulations the following terms, phrases, and words shall have the meaning herein given:

- A. COLOR TEMPERATURE (KELVINS): Color temperature (correlated color temperature) is a way to describe the light appearance provided by a light fixture and is a gauge of how yellow or blue the color of light emitted from a light source appears. It is measured in degrees of kelvin on a scale from 1,000 to 10,000.
- B. DEVELOPMENT PROJECT: Any residential, commercial, industrial or mixed-use subdivision plan, development plan or building permit application which is submitted to the City for approval.
- C. DIFFUSE: To spread or scatter widely, or thinly.
- D. DIRECT ILLUMINATION: Illumination resulting from light emitted directly from a lamp or luminaire, not light diffused through translucent fixtures or reflected from other surfaces such as the ground or building facades.
- E. DISPLAY LOT or AREA: Outdoor areas where active nighttime sales activity occurs and where accurate color perception of merchandise by customers is required. To qualify as a display lot, one of the following specific uses must occur: automobile sales, boat sales, tractor sales, building supply sales, gardening or nursery sales,

assembly lots, swap meets. Uses not on this list must be approved as display lot uses by the City.

- F. FLOOD LAMP or LIGHT: A specific form of lamp designed to direct its output in a specific direction (a beam) with a diffusing glass envelope
- G. FULL CUT-OFF LIGHT FIXTURE: A luminaire light distribution where no light is emitted above the horizontal.
- H. FULLY SHEILDED LIGHT FIXTURE: A lighting fixture constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection of refraction from any part of the luminaire, is projected below the horizontal as determined by photometric cut-sheets as certified by the manufacturer. Any structural part of the light fixture providing this shielding must be permanently affixed.
- I. GLARE: A light ray emanating directly from a lamp, reflector or lens such that it falls directly on the eye of the observer.
- J. INSTALLED: The attachment, or assembly fixed in place, whether or not connected to a power source, of any outdoor light fixture.
- K. LIGHT POLLUTION: Any adverse effect of manmade light.
- L. LIGHT TRESPASS: Light falling where it is not needed or wanted, typically across property boundaries.
- M. LUMENS: The measurement of the total amount of visible light (to the human eye) from a lamp or light source. The higher the lumen rating the "brighter" the lamp or light source will appear. The acceptability of a light fixture is determined by its Lumen output, not wattage.
- N. LUMINAIRE: The complete lighting assembly, less the support assembly. For purposes of determining total light output from luminaire, lighting assemblies which include multiple unshielded or partially shielded lamps on a single pole or standard shall be considered as a single unit.
- O. OPAQUE: Opaque means that a material does not transmit light from an internal illumination source.
- P. OUTDOOR LIGHT FIXTURE: An outdoor illuminating device, outdoor lighting or reflective surface, lamp or similar device, permanently installed or portable, used for illumination or advertisement. Such devices shall include but are not limited to lights used for:
 - 1. Parking lot lighting;
 - 2. Roadway lighting;

3. Buildings and structures;
 4. Recreational areas;
 5. Landscape lighting;
 6. Signs (advertising or other);
 7. Product display area lighting;
 8. Building overhangs and open canopies.
- Q. OUTDOOR RECREATION FACILITY: An area designed for active recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, golf courses, tennis courts and swimming pools.
- R. PERSON: Any individual, tenant, lessee, owner, or any commercial entity including, but not limited to firm, business, partnership, joint venture or corporation.
- S. SPECIAL USES/EVENTS: Uses and Events because of their temporary nature, uniqueness or public purpose, that warrant special lighting consideration. Special Uses and Events include schools and events, community events, churches, publicly-owned buildings, civic centers and events, filming activities, or similar uses and events.
- T. SPOT LAMP or LIGHT: A specific form of lamp designed to direct its output in a specific direction (a beam) and with a clear or nearly clear glass envelope.
- U. TEMPORARY LIGHTING: Lighting which will not be used on a continuous or permanent basis which by their nature are of limited duration, such as holiday lighting decorations, civic events or construction projects.
- V. TRANSLUCENT: Permitting light to pass through but diffusing it so that the light source is not directly visible.
- W. WINDOW DISPLAY LIGHTING: Window display lighting includes glass enclosures, top of window or side valance lighting at the exterior frontage walls of a building. They are often designed with elaborate displays intended to attract and draw customers instore.
- X. TOTAL OUTDOOR LIGHT OUTPUT: The total outdoor light output is the maximum total amount of light, measured in lumens, from all outdoor light fixtures. For lamp types that vary in their output as they age (such as high-pressure sodium, fluorescent and metal halide), the initial output, as defined by the manufacturer, is the value to be considered.

10-5-050: LIGHTING STANDARDS AND FIXTURES

A. Full-Cutoff Fixture Requirements:

1. Unless specifically exempted by this Chapter, all outdoor lighting shall use full cutoff fixtures and shall be installed so light is directed downward with no light emitted above the horizontal plane of the fixture.
2. Lighting shall not be placed at a location, angle, or height that directs illumination or horizontal trespass outside the property boundaries where the light fixtures are located.
3. In order to qualify as a "full-cutoff" fixture, a light fixture top and sides must be opaque material so that light only escapes through the bottom of the fixture. Any glass or diffuser on the bottom of the fixture must be flush with the fixture (no drop lenses). Merely placing a light fixture under an eave, canopy, patio cover, or other similar cover does not qualify as full cutoff.
4. In certain cases, such as but not limited to steep topography, significant changes in grade, development near or within identified ridgelines may require additional shielding to mitigate glare or light trespass. Requirements for additional shielding will be considered as part of the lighting plan review process.
5. Lighting intensities shall be controlled so that neighboring areas will not be adversely affected by reflectivity including glare, indirect illumination or light trespass.

B. Prohibited Lighting: The following types of lights are prohibited:

1. Floodlights or spotlights affixed to buildings or poles for the purpose of lighting parking lots or sales display areas where the light source is directly visible.
2. Search lights, laser source lights or any similar high intensity lighting is prohibited except in emergencies by police and fire personnel or at their direction.
3. Flashing, blinking, intermittent or other lights that move or give the impression of movement, unless approved with a sign permit.
4. Neon or luminous tube lighting except as permitted in the Sign Regulations of Chapter 9.
5. Window Display Lighting between the hours of 10 p.m. and 7 a.m.
6. Completely transparent light fixture materials, such as clear glass.
7. Single, or multiple light bulb fixtures that directly emit light.

- C. **Kelvins (Color Temperature) Per Fixture:** The maximum correlated color temperature for Outdoor Light Fixtures is as follows:
1. All lighting shall make use of lamps with correlated color temperature not exceeding 4,000 degrees kelvin, except for roadway lighting as specified in Section 10-5-060:E herein. Color temperature in the range of 2,700 to 4,000 degrees kelvin is recommended.
 2. The correlated color temperature of lighting may exceed 4,000 degrees kelvin in situations where the City determines that accurate color rendition is crucial to public safety or the activities of law enforcement. In no case shall the correlated color temperature of such critical lighting exceed 6,000 degrees kelvin.
- D. **Lumens (Brightness) Per Fixture:** The maximum lumens allowed for Outdoor Light Fixtures are as follows:
1. For single-family and multi-family residential uses, fixtures up to 2,500 Lumens output per lamp.
 2. For commercial and industrial, fixtures up to 4,000 lumens output per lamp.
 3. Total Outdoor Light Output: Total outdoor light output, excluding streetlights used to illuminate public rights-of-way and under gas canopy lighting, shall not exceed the following limits averaged over the entire project:
 - a. For single-family detached dwellings and duplexes, the maximum total outdoor light output shall not exceed 25,000 lumens per parcel.
 - b. For commercial, industrial and multi-family dwelling units, the maximum total outdoor light output shall not exceed 150,000 lumens per acre.

10-5-060: SPECIFIC REQUIREMENTS FOR LIGHTING APPLICATIONS

- A. **Light Trespass:** Fixtures shall be located at the necessary distance from property boundary lines to ensure light does not trespass onto adjacent property.
- B. **Wall Mounted Area Lighting:** All wall mounted or building mounted fixtures shall not exceed twelve feet (12') above Finished Grade, measured directly below the light fixture. In cases where there is second story access directly from the outdoors, a single fixture may be placed above or adjacent to the access.

C. Parking Lot Lighting:

1. Pole top mounted fixtures shall not be mounted higher than twenty feet (20') above Finished Grade, as measured to the top of the fixture.
2. All parking lot lighting shall include Full Cut-Off Fixtures.
3. All pole mounted parking lot lights shall be set back from property lines a distance equal to two (2) times the height of the pole.
4. Pole mounted fixtures shall be limited to two (2) light sources per pole.
5. Spot lighting of parking lots from a building, pole or other structure is prohibited.
6. On parking lots greater than one-fourth (1/4) acre in size, programmable full cut-off fixtures shall be used. These fixtures shall be dimmable and paired with motion sensors that are incorporated into the lighting system. Commercial businesses located within the Highway (HC) Zone are exempt from this requirement.

D. Walkway/Pathway Lighting: All pathway pole top fixtures shall not be mounted higher than ten feet (10') above Finished Grade directly below the fixture, as measured to the top of the fixture.

E. Roadway Lighting:

1. Residential Street Lighting shall not exceed fourteen feet (14') above Finished Grade to the top of the fixture. All residential streetlights shall utilize lamp types that are full cut-off with correlated color temperature not exceeding 4,000 degrees kelvin.
2. Major Roadway lighting, including arterial and collector roads, shall not exceed twenty feet (20') above Finish Grade to the top of the fixture. All major roadway lighting fixtures shall utilize lamp types that are full cut-off with correlated color temperature not exceeding 5,000 degrees kelvin.

F. Gas Station Canopy Lighting:

1. Lighting levels of gasoline station canopies shall be limited to illuminating the activities taking place under the canopy, not to attract attention to the business.
2. Gas station canopies may be illuminated provided all light fixtures are mounted on the undersurface of the canopy and all light fixtures are full cut-off. The undersurface of the canopy shall be a nonreflective material and non-gloss color.

3. Under gas canopy lighting shall be exempt and not included in the total outdoor light output calculation for the property in which the canopy is located.

G. Soffit Lighting:

1. For Detached Single-Family Dwellings if lighting with fixtures mounted in the soffit of a building, the fixture shall not be mounted above twelve feet (12') in height, as measured from the fixture to Finish Grade.
2. For Commercial, Industrial and Multi-Family Dwellings, if lighting with fixtures mounted in the soffit of a building, the fixture shall not be mounted above twenty feet (20') in height, as measured from the fixture to Finish Grade.
3. Light fixtures mounted in soffits shall be recessed so that the lens cover is recessed or flush with the bottom surface of the soffit and/or shielded by the fixture.

H. Outdoor Recreation and Athletic Facility Lighting: Recreational lighting shall minimize the Glare of spill light and up-light by using louvers, hoods, or shielding.

1. Recreational lighting shall only illuminate the field or court area avoiding any direct illumination beyond those areas or into adjoining properties
2. Pole mounted recreational lighting shall be limited to twenty feet (20') in height.
3. Pole mounted recreational lighting must be set back a minimum of fifty feet (50') from adjacent residential properties.
4. Lighting for outdoor sports fields and courts shall be shut-off no later than eleven o'clock (11:00) P.M.
5. Lighting for non-field and non-court areas shall conform to the provisions of this Chapter.

Exemption-Public Recreational Facilities: Because of their unique requirements for nighttime visibility and limited hours of operation, lighting fixtures for public baseball diamonds, playing fields and tennis courts may exceed the twenty-foot (20') height limit subject to the following:

- a. All applications for pole height greater than twenty feet (20') shall be reviewed by the City Staff.
- b. In no case shall any lighting fixture exceed sixty feet (60') in height as measured from the top of the fixture to the adjacent grade.
- c. Lighting fixtures shall be subject to all other requirements in this Chapter.

I. Towers:

1. All monopole, antenna, tower or support facility lighting not required by the Federal Aviation Administration (FAA) or the Federal Communication Commission (FCC) is prohibited.
2. When lighting is required by the FAA or the FCC, such lighting shall not exceed the minimum requirements of those agencies. Collision markers should have a dual mode for day and night to minimize impact to the night sky and migrating birds.
3. All other lighting used on the property not regulated by the FAA or FCC shall conform to this Chapter.

10-5-070: EXEMPTIONS: The following lighting shall be exempt from the requirements and review standards of this Chapter, provided such lighting does not create dangerous glare on adjacent streets or properties, is maintained, and does not constitute a public hazard or nuisance:

1. Exemptions to Full Cut-off Fixture Requirements:
 - a. Fixtures having a total light output less than one thousand (1,000) lumens (allowing a maximum of a 60-watt incandescent or a 15-watt compact fluorescent bulb) are exempted from the full cut-off requirement provided:
 - i. The fixture has a top that is completely Opaque such that no light is directed upwards.
 - ii. The fixture has sides that completely cover the light source and are made of Opaque or semi Opaque material. Fixtures with Opaque sides may have incidental decorative perforations that emit small amounts of light.
 - iii. Semi Opaque material such as dark tinted glass or translucent plastic may be used if the light source is not discernable behind the material.
 - iv. The direct light source is not visible beyond the property on which the fixture is located.
2. Low voltage lights used to illuminate pathways, provided the lights are installed no more than eighteen inches (18") above finish grade.
3. Holiday lighting. Holiday lighting which is temporary (45 days before a holiday and 15 days after a holiday) shall be exempt from the provisions of this Chapter.
4. Traffic control signals and devices.

5. Temporary emergency lighting in use by law enforcement or government agencies or at their direction.
6. The lighting of federal or state flags, provided that the light is a narrow beam aimed and shielded to illuminate only the flag. Flag lighting should use appropriate illumination levels to light the flag, while at the same time fulfilling the purposes of this Chapter.
7. Historic lighting in the Historic Downtown Commercial District if the lighting is consistent with the exterior lighting provisions of the Coalville City Architectural Design Guidelines.
8. Architectural lighting intended to accent or draw attention to architectural features of a building or structure within the property boundary and not trespass off-site.
9. Landscape lighting intended to accent or draw attention to landscape elements of the property and not trespass off-site.
10. Agriculture lighting. Lighting for agriculture activities or agricultural buildings is exempt from the requirements of this chapter, provided such lighting is directed downward and shielded to prevent Glare on adjacent streets or properties.
11. Special Uses and Events Lighting. Uses, events and buildings, defined as Special Uses/Events, may include lighting to illuminate buildings and other structures or activities.

10-5-080: PENALTY

Any person found guilty of violating any of the provisions, rules and regulations of this Chapter, is guilty of a Class "C" misdemeanor, pursuant to Utah Code Annotated, as amended. Each violation shall be subject up to a \$100 fine for each day the violation continues beyond the correction notice date issued by the City for such violation.

10-5-090: APPEALS

Any Person aggrieved by an administrative action by the Staff or Planning Commission may appeal the decision to the City Council who shall have authority to reverse, affirm or modify the decision of the Staff or Planning Commission.

ATTACHMENT B

Sign Regulations

Title 9: Chapters 1 through 15

Chapter 9

OUTDOOR SIGNS

- 09-1-010: Purpose**
- 09-1-020: Permit Requirements**
- 09-1-030: Approval**
- 09-1-040: Definitions**
- 09-1-050: Permitted Signs**
- 09-1-060: Prohibited Signs**
- 09-1-070: Exempted Signs**
- 09-1-080: Nonconforming Signs**
- 09-1-090: Enforcement**
- 09-1-100: Penalty**
- 09-1-110: Appeals**

09-1-010: PURPOSE

The purpose of this chapter is to promote and protect the public health, safety and welfare of the general public by implementing outdoor advertising regulations that promote scenic quality, protect property values and reduce visual clutter:

- A. Create an attractive economic and business advertising climate that enhances the aesthetic appearance of the community.
- B. Ensure that the constitutionally guaranteed right of free expression is protected.
- C. Reduce signs or advertising distractions and obstructions that may contribute to visual clutter or traffic accidents.

09-1-020: PERMIT REQUIREMENTS

It is unlawful for any person to erect, construct, alter or relocate any sign, other than exempt signs specifically described in Section 09-1-070 of this chapter, without first obtaining a sign permit. Routine maintenance or repairing existing like parts shall not be considered an alteration; provided, that such change does not alter the surface dimensions, height, message, or copy of the sign. An application for a sign permit shall be submitted to the City and include the following:

- A. The name, address and telephone number of the applicant, owner and occupant of the property.
- B. Location of the structure or parcel of property on which the sign will be attached or erected.

- C. Position of the sign in relation to nearby buildings, property lines, rights-of-way, sidewalks and streets.
- D. A copy of plans and specifications showing materials and method of construction for the sign including applicable supports, illumination and electrical wiring.
- E. A colored rendering showing the sign face, colors, exposed surfaces and proposed Copy, accurately represented in scale as to size, height from finish grade, and proportions.
- F. The name and contact information of the person erecting the sign.
- G. Written consent from the owner of the building, structure or land on which the sign is to be erected.
- H. For an application for a temporary sign the applicant shall list the earliest date on which the sign may be established and the date on which the sign shall be removed.

09-1-030: APPROVAL

The community development director or designated planning staff member shall approve, approve with conditions, or deny the sign permit within thirty (30) days from the date of the submittal of a complete application.

- A. **Sign Design:** It is recognized that it is desirable to have some diversity of sign design within the City. However, it is also desirable to ensure that materials and color schemes used on signs be compatible with the image of the Coalville City community and rural small-town character.
- B. **Permit Fees:** Prior to issuance of a sign permit by the City, the applicant shall pay the required permit fee for each sign permitted.

09-1-040: DEFINITIONS

For the purposes of this chapter, the following definitions will be used:

- A. **ALTERATIONS:** Alterations as applied to a sign means change or rearrangement in the structural parts or its design, whether by extending on a side, by increasing in area or height, or in moving from one location or position to another.
- B. **AREA OF SIGN:** The area of a sign is measured by drawing the smallest square, circle, rectangle, triangle, or combination thereof that encompasses the extreme limits of the copy, representation, emblem, graphic or other display on the sign backing. Sign area does not include structural supporting framework, bracing or sign backing or wall to which the sign is attached. If individual letters are mounted directly

on a wall or canopy, the sign area shall be the square feet of the smallest rectangle, which encloses the sign, message, logo or other graphic.

- C. BALCONY: A platform that projects from the wall of a building and is surrounded by a railing or balustrade.
- D. BANNER: A strip of cloth, plastic, paper or other material on which letters or logos are painted or written, hung up or carried on a crossbar, staff, string or between two (2) poles.
- E. BILLBOARD: A permanent outdoor advertising sign that advertises goods, products, or services not necessarily sold on the premises on which the sign is located.
- F. BUILDING FACE OR WALL: All window and wall area of a building on one (1) plane or elevation.
- G. CANOPY: A roofed structure constructed of fabric or other material that extends outward from a building, generally providing a protective shield for doors, windows, and other openings, supported by the building and supports extended to the ground directly under the canopy or cantilevered from the building.
- H. COMMUNITY OR CIVIC EVENT: A public event not intended for the promotion of any product, political candidate, religious leader or commercial goods or services.
- I. DISPLAY BOX: A freestanding or wall sign faced with glass or other similar material designed for the express purpose of displaying menus, current entertainment or other like items.
- J. ELECTRONIC DISPLAY TERMINAL: An electronic terminal, screen, or monitor used to receive or provide information, advertise a good or service or promote an event.
- K. FLAG: A piece of cloth, plastic or similar material, usually rectangular or triangular, attached by one (1) edge to a staff/pole as a distinctive symbol of a country, government, organization or other entity or cause.
- L. GRADE: The ground surface elevation of a site or parcel of land.
 - 1. Grade, Existing: The grade of a property prior to any proposed development or construction activity.

2. Grade, Natural: The grade of land prior to any development activity or any other man-made disturbance or grading. Planning Staff shall estimate the natural grade, if not readily apparent, by reference elevations at points where the disturbed area meets the undisturbed portions of the property.
3. Grade, Finish: The final or resulting grade where earth meets the building or sign after completion of the proposed development activity.
- M. **HANDBILL**: A paper, sticker, flyer, poster, pamphlet, or other type of medium distributed by hand for identification, advertisement, or promotion of the interest of any person, entity, product, event, or service.
- N. **HEIGHT OF SIGN**: The height of a sign is the vertical distance measured from natural or finish grade to the top of the sign.
- O. **OPAQUE**: Opaque means that a material does not transmit light from an internal illumination source. Applied to sign backgrounds, opaque means that the area surrounding any letters or symbols on the sign either is not lighted from within or allows no light from an internal source to shine through it.
- P. **MULTIPLE USES**: Any lot, building, or other structure or tract of land that has been designated for multiple nonresidential uses, through the approval of a development permit.
- Q. **NAME PLATE**: A sign that identifies the name, occupation, and/or professions of the occupants of a premise.
- R. **PREMISE**: Land and the buildings owned or rented, upon it.
- S. **PRIVATE PLAZA**: Private property in excess of 1,000 square feet that generally serves as common area to adjoining commercial development and is free of structures, is hard surfaced and/or landscaped. Private plazas generally provide an area for pedestrian circulation, common amenities, and act as a gathering space for private or public purposes.
- T. **PUBLIC PROPERTY**: Any property owned by a governmental entity.
- U. **REPRODUCTION**: An object that has been designed and built to resemble a product or service.
- V. **SIGN**: Sign shall mean and include a display of an advertising message, usually written, such as an announcement, declaration, demonstration, product reproduction, illustration, insignia, surface or space erected or maintained in view of the observer primarily for identification, advertisement, or promotion of the interest of

any person, entity, product, or service. The definition of a sign shall also include the sign structure, supports, lighting system, and any attachments, flags, ornaments or other features used to draw attention of observers.

1. Sign, Abandoned. Any sign applicable to a use which has been discontinued for a period of six (6) months.
2. Sign, A-Frame. Any sign or structure composed of two (2) sign faces mounted or attached back-to-back in such a manner as to form a basic triangular shape.
3. Sign, Awning. Any sign painted on or attached to an awning or canopy.
4. Sign, Cabinet. A frame covered by translucent material. The entire structure is one (1) unit and the copy is not intended to include the individual letters.
5. Sign, Campaign. A temporary sign on or off-premises, announcing, promoting, or drawing attention to a candidate seeking public office; or announcing political events or issues.
6. Sign, Canopy. Any sign painted or attached to a canopy.
7. Sign, Changeable Copy. A manually operated sign that displays graphics or a message that can be easily changed or altered without altering the face or surface of the sign(also see Sign, Electronic).
8. Sign, Construction. A temporary sign placed on a site identifying a new development or building construction.
 - a. Project Marketing Sign. A sign identifying the financial institution of a development, and may include a plat map, and real estate information.
 - b. Construction Identification Sign. A sign identifying the contractor and or builder responsible for a project or development.
 - c. Construction/Project Marketing Sign. A combination of a construction sign and project marketing sign.
9. Sign, Copy. Copy is all the written matter, illustrations, logo's or slogans on a sign expressed in words, sentences, or figures designed to convey the desired message of the sign.
10. Sign, Directional. Signs which serve as directional guides to recognized areas of local or regional importance and patronage, including:

- a. Recreational and entertainment centers of recognized regional significance.
 - b. Major sports stadiums, entertainment centers or convention centers.
 - c. Historic landmarks, churches, schools, community centers, hospitals and parks.
 - d. Public safety, municipal directional, parking and essential services.
11. Sign, Directory. A sign located on the premise to direct traffic, that contains the name of a building, complex or center and name and address of two (2) or more businesses being part of the same sign structure or interior to the building which can be seen from the outdoors.
 12. Sign, Electronic. A window, wall, or other sign that changes messages through a marquee, reader board, electronic message center, or other replaceable copy area (also see Sign, Changeable Copy).
 13. Sign, Externally Illuminated. A sign illuminated by light sources from the outside.
 14. Sign, Free-Standing. A sign that is supported by one (1) or more uprights or braces which are fastened to or embedded in the ground.
 15. Sign, Ghost. A sign on an exterior building wall, which has been weathered and faded to the extent that it has lost its original brightness of color and visibility.
 16. Sign, Hanging. A sign attached underneath a canopy, awning or colonnade.
 17. Sign, Historic. A sign that by its construction materials, age, prominent location, unique design, or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to a buildings history.
 18. Sign, Historic Replication. A sign, which is an exact replication, including materials and size, of a historic sign which once existed in the same location.
 19. Sign, Hours of Operation. A sign that displays the hours during which the buildings tenant serves the public, this includes "open" and "closed" signs.
 20. Sign, Hybrid. A sign which is a combination of two or more common types of signs. (ex. Electronic- monument, electronic- projection.)

21. Sign, Identification. A sign which identifies only the name and/or logo and/or address of a commercial, industrial, or multi-family complex and the owner and tenants thereof.
22. Sign, Illegal. Any sign which does not conform to the regulations of this chapter as currently adopted or as amended at the time of construction.
23. Sign, Internally Illuminated. A sign illuminated by light sources enclosed entirely within the sign cabinet and not directly visible from outside the sign.
24. Sign, Luminous Tube (Neon). A sign, that is outlined, or has characters, letters, figures, or designs that are illuminated by gas filled luminous tubes, such as neon, argon or fluorescent.
25. Sign, Monument. A sign that is supported by a foundation embedded in the ground and not attached to any building or wall.
26. Sign, Municipal Identification. A sign designed specifically for the purpose of notifying motorists of a City's municipal boundary and welcoming them.
27. Sign, Neighborhood Information. A sign located entirely on private property, designed to provide information or notifications to local residents regarding neighborhood events or issues.
28. Sign, Non-commercial Opinion. A sign, which does not advertise products, goods, businesses, or services and which expresses an opinion or point of view, such as, a political, religious, or other ideological sentiment or support or opposition to a candidate or proposition for a public election.
29. Sign, Non-Conforming (Legal). Any advertising structure or sign which was lawfully erected and maintained prior to such time as it came within the purview of the development code and any amendments thereto, and which fails to conform to all applicable regulations and restrictions of this chapter.
30. Sign, Off-Premise. A sign identifying a business, commodity, service, or industry, which is not conducted upon the premises on which the sign is placed.
31. Sign, On-Premise. A sign that identifies the name, occupation, and/or professions of the occupants of the premises.
32. Sign, Permanent. Any sign which is not temporary by definition, and is intended to be displayed for more than sixty (60) consecutive days

33. Sign, Pole. A freestanding sign that is supported by one (1) upright not greater than twenty-four inches (24") in diameter, or as determined by a structural engineer, and is not attached or braced by any other structure.
34. Sign, Political. A sign advertising a candidate for public office, proposition or other issue to be voted on by the electorate.
35. Sign, Portable. A sign that can be moved from place to place and is not permanently affixed to the ground or a building.
36. Sign, Projecting. A sign attached to a building or other structure, perpendicular to the street and extending in whole or in part more than six inches (6") beyond any wall of the building or structure.
37. Sign, Projection. A sign that utilizes a beam of light to project a visual image or message onto a surface.
38. Sign, Public Necessity. A sign that informs the public of danger or a hazard.
39. Sign, Real Estate. A temporary sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed. Real Estate signs are typically T-Post style signs.
40. Sign, Roof. A sign erected or painted upon or above the roof or parapet of a building.
41. Sign, Solicitation. Sign used to communicate no solicitations.
42. Sign, Special Purpose. A sign advertising a special event pertaining to drives or events of a civic, philanthropic, educational, or religious organization.
43. Sign, Special Sale. Temporary signs used to advertise a special sale.
44. Sign, Spot-Lit. A sign illuminated by spot lights intended to broadcast light on the sign.
43. Sign, Temporary. A banner, pennant, valance or other advertising display with or without frames, intended to be displayed in or out of doors for a short period of time; A temporary sign shall include, but is not limited to, the following:
 - a. Open house signs
 - b. Political signs
 - c. Special events signs

- d. Yard or garage sale signs
 - e. Grand Opening signs
 - f. Special business promotional display signs
 - g. Mobile signs
 - h. Banners
 - i. Wind signs
 - j. Portable signs
 - k. Inflatables
43. Sign, Unsafe or Dangerous. A sign constituting a hazard to public safety, or which does not meet lateral and/or vertical load requirements, or applicable wiring and installation standards of the city building codes.
44. Sign, Vehicle. Any sign, logo or advertisement placed, painted, attached, or displayed on a vehicle.
45. Sign, Wall. A sign with messages or copy erected parallel to and attached to or painted on the outside wall of a building.
46. Sign, Window. A sign installed upon or within three feet (3') from the window, visible from the street and exceeds two (2) square feet in area, for the purpose of viewing from outside of the premises. Window signs do not include merchandise displays.
47. Sign, Yard. A temporary sign that announces a garage sale, open house or similar event.
- W. SINGLE USE: Any lot, building, or other structure or tract of land that has been designated for one nonresidential use, through the approval of a development permit.
- X. THEATER MARQUEE: A permanent sign with changeable copy, which is used to advertise theater events.
- Y. WALL MURAL: A work of art, such as a painting applied directly to a wall, fence, pavement, or similar surface that is purely decorative in nature and content and does not include advertising by picture or verbal message.
- Z. ZONE DISTRICT: Refers to land use regulatory zones under the zoning ordinances of Coalville City.

09-1-050: PERMITTED SIGNS

The following types of signs are allowed:

- 09-1-050: A. Freestanding Signs
- 09-1-050: B. Monuments Signs
- 09-1-050: C. Building Signs
- 09-1-050: D. Subdivision, Multi-Family Dwellings, and Residential Complex Signs
- 09-1-050: E. Highway Commercial (HC) Zone Sign Exceptions
- 09-1-050: F. Off-Premise Signs
- 09-1-050: G. Temporary Signs

A. FREESTANDING SIGNS. Each nonresidential use may erect an on-premise freestanding sign. All freestanding signs shall comply with the following standards:

1. **Number of Signs:** One (1) freestanding sign shall be permitted for the primary vehicular access to the parcel. The primary vehicular access is that access located adjacent to the primary parking area.
2. **Location/Setbacks:** Freestanding signs shall be located adjacent to the primary vehicular access to the parcel. In no case shall a freestanding sign encroach into a road right-of-way, nor shall any sign be situated near an intersection in such a manner to interfere with vehicular sight distance. The sign, including supports, base and sign face, shall be setback at least three feet (3) from the edge of the right-of-way.
3. **Display Area Size:** The display area of all freestanding signs for a single use shall not exceed seventy-five (75) ~~fifty (50)~~ square feet in size. The display area of all freestanding, on premises signs for a parcel containing Multiple Uses shall not exceed one hundred (100) ~~seventy-five (75)~~ square feet. The display area of a sign, which may be double sided, shall include all copy and architectural embellishments that are an integral part of the sign message and appearance.
4. **Freestanding Sign Height:** In no case shall the highest point of a freestanding sign be more than twenty feet (20') above the grade elevation at the base of the sign.
5. **Materials:** Freestanding signs shall be constructed of wood or other natural or natural appearing materials, excluding supports. Plastic, Lexan or similar materials are allowed for individual letters and internally illuminated sign cabinets only.
6. **Illumination:** Signs may be illuminated provided that only indirect or internal lighting is utilized and that the light source is not visible. Backlit full sign face illuminated signs are prohibited. Backlighting through individual letters/copy on a dark translucent or opaque material that comprises the letters/copy of the sign face is permitted, if the light source is not visible.

7. **Landscaped Area:** Where feasible, all freestanding signs shall be located within a landscaped area. Landscaping, including shrubs, perennials, trees, lawn other appropriate vegetative materials, and landscape boulders where appropriate, shall be designed in a manner that softens the visual impact of the sign and maintains pedestrian and vehicular sight distances. Designs shall integrate the sign into the landform where possible.

B. MONUMENT SIGNS. Each nonresidential use may erect an on-premise monument sign. All monument signs shall comply with the following standards:

1. **Number of Signs:** One monument sign shall be permitted for each separate primary vehicular access to the parcel, up to a maximum of two (2) signs. The primary vehicular access is that access located adjacent to the primary parking area.
2. **Location/Setbacks:** Monument signs shall be located adjacent to the primary vehicular access to the parcel. In no case shall a monument sign encroach into a road right-of-way, nor shall any sign be situated near an intersection in such a manner to interfere with vehicular sight distance. The sign, including base and sign face, shall be set back at least three feet (3') from the edge of the right-of-way.
3. **Monument Sign Base:** All monument signs shall be constructed with a base of stone, stone veneer, textured concrete or weather resistant wood.
4. **Display Area Size:** The display area of all monument signs shall not exceed thirty-two (32) square feet in size. The display area of a sign, which may be double sided, shall include all copy and architectural embellishments that are an integral part of the sign message and appearance.
5. **Monument Sign Height:** In no case shall the highest point of a monument sign be more than eight feet (8') above the grade elevation at the base of the sign.
6. **Materials:** Monument signs shall be constructed of wood, stone or other natural or natural appearing materials. Plastic, Lexan or similar materials are allowed for individual letters and internally illuminated sign cabinets only.
7. **Illumination:** Signs may be illuminated provided that only indirect or internal lighting is utilized and that the light source is not visible. Backlit full sign face illuminated signs are prohibited. Backlighting through individual letters/copy on a dark translucent or opaque material that comprises the letters/copy of the sign face is permitted, if the light source is not visible.
8. **Landscaped Area:** All monument signs shall be located within a landscaped area. Landscaping, including shrubs, perennials, trees, other appropriate vegetative materials, and landscape boulders where appropriate, shall be

designed in a manner that softens the visual impact of the sign and maintains pedestrian and vehicular sight distances. Designs shall integrate the sign into the landform where possible.

- C. BUILDING SIGNS:** Primary and Secondary Wall Signs, Projecting Sign, Suspended Sign, Awning Sign: Each nonresidential use may choose to utilize three (3) out of the five (5) types of signs, as described below. In no case shall two (2) or more same types of signs be used per use.

1. **Wall Signs:** Wall signs are those signs that are attached to or painted on the wall of a building, the display surface of the sign being parallel to the wall of the building on which the sign is placed. Wall signs shall not project out more than six inches (6") from the wall on which they are mounted.

- a. **Display Area:** The area of all wall signs shall be the extreme limits of the display surface. The display surface includes any architectural embellishments or background materials that are an integral part of the display used to differentiate the sign from the wall of which it is mounted.
- b. **Materials:** Wall signs shall be wood, metal, other natural or natural appearing materials, or painted on the side of the building. Plastic, Lexan, or similar materials are allowed for individual letters or internally illuminated sign cabinets only.

- 1.1. **Primary Wall Sign:** A wall sign that is located on the facade of the building that contains the primary access to the particular use. A primary wall sign shall not exceed one square foot of sign area for each one (1) linear feet of building facade frontage, up to a maximum of fifty (50) square feet.

In the case of multiple users in one building, the frontage shall include the length of the individual suite that is exposed to the exterior of the building where the primary access to the use is located.

In cases where a use does not contain exterior exposure to a building for the purposes of measuring sign area, that use may have a twenty-four (24) square foot sign.

- 1.2. **Secondary Wall Sign:** A sign that is located on a building facade that is separate from the facade on which the primary wall sign is located. A secondary wall sign shall not exceed a maximum of one-half ($\frac{1}{2}$) the size of the permitted primary wall sign.

2. **Projecting Signs:** Projecting signs are supported by a building or other structure and project out from the building or structure over sidewalks or similar area in a manner that the display area is generally perpendicular to the face of the building or structure.

- a. Size: Projecting signs shall not exceed thirty (30) square feet.
 - b. Display Area: The area of a projecting sign shall be the extreme limits of the display surface. The display surface also includes any architectural embellishments or background materials that are an integral part of the display and used to differentiate the sign from its surroundings.
 - c. Height: Signs which project over a pedestrian walkway shall allow at least seven and one-half feet (7.5') of clearance between the bottom of the sign and the sidewalk or ground.
 - d. Lighting: Projecting signs may be illuminated; provided, that only indirect or internal lighting is utilized and that the light source is not visible.
 - e. Materials: Projecting signs shall be constructed of wood, metal or similar natural or natural appearing materials. Plastic, Lexan or similar materials are allowed for individual letters or internally illuminated sign cabinets only.
3. **Suspended Signs**: A sign that is suspended parallel or perpendicular from a building roof, facade, porch, overhang or other structural element by brackets, hooks, cables or chains.
- a. Size: Suspended signs shall not exceed fifteen (15) square feet.
 - b. Display Area: The area of a suspended sign shall be the extreme limits of the display surface. The display surface also includes any architectural embellishments or background materials that are an integral part of the display and used to differentiate the sign from its surroundings.
 - c. Height: Suspended signs shall allow at least seven and one-half feet (7.5') of clearance between the bottom of the sign and the sidewalk or ground.
 - d. Lighting: Suspended signs may be illuminated; provided, that only indirect or internal lighting is utilized, and that the light source is not visible.
 - e. Materials: Suspended signs shall be constructed of wood, metal, or similar natural or natural appearing materials. Plastic, Lexan or similar materials are allowed for individual letters or internally illuminated sign cabinets only.
4. **Awning Signs**: Awning signs are comprised of letters and logos that are attached to the valance of an awning.

- a. Size: The words and logos on any awning sign shall not exceed eight inches (8") in height. Sign copy shall not exceed a maximum of fifteen percent (15%) of each side or face of the awning.
 - b. Lighting: Backlighting awnings are permitted provided that the light source is not visible.
 - c. Number of Signs: Up to three (3) sides of the awning may be used for a total of three (3) signs. Only one (1) sign is allowed on each side of the awning.
5. **Gas Station Canopy Signs**: Canopy signs are comprised of letters, numbers and logos that are attached to the sides of a canopy.
- d. Size: The words, numbers and logos on any canopy sign shall not exceed twenty-four inches (24") in height. Sign copy shall not exceed a maximum of twenty-five percent (25%) of each side or face of the canopy.
 - e. Lighting: Backlighting canopies are permitted provided that the light source is not visible.
 - f. Number of Signs: Up to three (3) sides of the canopy may be used for a total of three (3) signs. Only one (1) sign is allowed on each side of the canopy.
6. **Luminous Tube (Neon) Signs**: Luminous tubes (Neon) signs used to draw attention or advertise a business in any manner shall comply with the following standards:
- a. Size: All luminous-tube signs are limited to fifteen (15) square feet or less in size.
 - b. Height Limit: Luminous-tube signs shall be limited to the ground-floor elevation.
 - c. Number of Signs: Two (2) luminous-tube sign is allowed for every twenty-five feet (25') of building façade width. One (1) luminous-tube sign of less than two (2) square feet in size is allowed per building or commercial tenant space without a permit.
 - d. Setback and Orientation: Luminous-tube signs may be attached to the exterior of the building as a wall sign, installed as projecting sign or suspended sign.
 - e. Zoning Restrictions: Luminous-tube signs are permitted in the Historic District of the Commercial (CC) Zone. Luminous-tube signs are prohibited in all other zoning districts.

f. Design: Luminous-tube signs may not flash, move, alternate, or show animation. The outlining of a building's architectural features is prohibited.

g. Illumination: No additional illumination other than the sign itself is permitted.

D. SUBDIVISION, MULTI-FAMILY DWELLINGS, and RESIDENTIAL COMPLEX

SIGNS: These signs are intended to identify and state the name of a subdivision, multi-family development, or residential townhome or condominium complex.

1. **Monument Signs:** One monument sign shall be permitted for each separate primary vehicular access to a subdivision, multi-family dwelling development, or residential townhome or condominium complex. All monument signs shall comply with the following standards:

a. Monument Base: All monument signs shall be constructed with a base of stone, stone veneer, textured concrete or weather resistant wood. The monument sign base structure is not subject to the sign display area size requirement.

b. Size: The sign display area shall not exceed thirty (30) square feet in size. The display area of a sign, which may be double sided, shall include all copy and architectural embellishments that are an integral part of the sign message and appearance.

c. Height: In no case shall the highest point of the sign be more than six feet (6') above the grade elevation at the base of the sign.

d. Materials: All monument signs shall be constructed of wood, stone or other natural or natural appearing materials. Plastic, Lexan or similar materials are allowed for individual letters and internally illuminated sign cabinets only.

e. Landscaped Area: All monument signs shall be located within a landscaped area. Landscaping, including shrubs, perennials, trees, other appropriate vegetative materials, and landscape boulders where appropriate, shall be designed in a manner that softens the visual impact of the sign and maintains pedestrian and vehicular sight distances. Designs shall integrate the sign into the landform where possible.

f. Location/Setbacks: In no case shall a monument sign encroach into a road right-of-way, nor shall the sign be situated near an intersection in such a manner to interfere with vehicular sight distance. Monument signs shall be set back at least three feet (3') from the edge of the right-of-way or property line.

E. HIGHWAY COMMERCIAL (HC) ZONE SIGN EXCEPTIONS: In addition to the sign standard provisions described in this chapter, the following sign exceptions are allowed in the Highway Commercial (HC) Zone District:

1. **Freestanding Sign Height:** The highest point of a freestanding sign located in the HC Zone shall not exceed eighty feet (80') above the grade elevation at the base of the sign.
2. **Freestanding Sign Display Area Size:** The display area of freestanding signs for a single use in the Highway Commercial (HC) Zone shall not exceed three hundred one hundred twenty (120) square feet. The display area of all freestanding signs for a parcel containing multiple uses shall not exceed one thousand (1,000) two hundred (200) square feet combined in one sign.
3. **Primary Wall Sign:** A wall sign that is located on the facade of the building that contains the primary access to the particular use shall not exceed one square foot of sign area for each one (1) linear feet of building facade frontage, up to a maximum of one hundred (100) square feet.

In the case of multiple uses in one building, the frontage shall include the length of the individual suite that is exposed to the exterior of the building where the primary access to the use is located.

In cases where a use does not contain exterior exposure to a building for the purposes of measuring sign area, that use may have a fifty (50) square foot sign.

Secondary Wall Sign: A sign that is located on a building facade that is separate from the facade on which the primary wall sign is located shall not exceed a maximum of one-half ($1/2$) the size of the permitted primary wall sign.

4. **Gas Pump Signs:** Signs located on or above gas pumps are exempt up to a maximum of two (2) signs for each side of the pump for a total sixteen (16') square feet of sign area.
5. **Changeable Copy Signs:** Changeable copy signs are permitted in the Highway Commercial (HC) Zone and shall comply with the following standards:
 - a. Electronic Message Signs: Electronic message signs shall not cause glare or rapid blinking, nor be intensely lighted that may create a nuisance or hazard to vehicular traffic, pedestrians, or adjacent properties. These signs shall have a minimum of two (2) three (3)-second intervals between screen changes. Any time an electronic message sign is operating between sunset and sunrise, said signs shall be set at not more than forty percent (40%) of the maximum capable light output.
 - b. Number of Signs: The maximum number of changeable copy signs for a commercial or non-profit business is two (2) signs.

- c. Design: The sign materials and design shall be compatible with the color, materials and architecture design of the building. The sign shall be colorfast and resistant to ultraviolet radiation. The individual letters shall be uniform in size and color.
- d. Illumination: Illumination of changeable copy signs shall be limited to a case with a dark translucent or opaque background face which enclose the sign letters.

F. OFF-PREMISE SIGNS: Off-premise signs are intended to identify a business, commodity, service, or industry, which is not located within and readily visible from the entry corridors of the City. Off-premise signs shall be limited to provide direction to a business or use located in the City and shall be constructed in accordance with the following:

1. **Size:** Off-premise signs shall not exceed fifty (50) square feet.
2. **Sign Copy:** Off-premise signs shall contain the business name and directional information only.
3. **Number of Signs:** There shall be no more than one sign face per direction of facing for each business or use.
4. **Location:** An off-premise sign shall not be located within a 300-foot radius of any other off-premise sign intended to be read from the same right-of-way. The sign shall not be within a 100-foot radius of any other off-premise sign intended to be read from a different right-of-way. All spacing measurements in this subsection shall refer to a measurement made along the edge of the right-of-way and shall apply only to structures located on the same side of the roadway. These spacing provisions do not apply to signs separated by buildings or other obstructions in such a manner that only one sign facing located within the above spacing distance is visible from the road right-of-way at any one time.
5. **Lighting.** Off-premise signs shall not be illuminated nor shall blinking or flashing lights be used.
6. **Height:** In no case shall the highest point of the sign be more than twenty (20) feet above the grade elevation at the base of the sign.
7. **Setback:** In no case shall an off-premise sign encroach into a road right-of-way, nor shall the sign be situated near an intersection in such a manner to interfere with vehicular sight distance. Off-premise signs shall be set back at least 10 feet (10') from the edge of the right-of-way.

8. **Written Permission:** Off-premise signs shall only be located on property for which the permit applicant has written permission from the land owner or person lawfully in control of the property to erect and maintain an off-premise sign.

G. TEMPORARY SIGNS: "Temporary sign" means any sign or advertising display constructed of cloth, wood, canvas, light fabric, paper, vinyl or other materials with or without frames intended to be displayed for a limited time period and not permanently affixed to a building or the ground.

1. **General Provisions for All Temporary Signs:** The following standards shall apply to all temporary signs:
- a. Permit Required: A sign permit is required for a temporary sign prior to Installation, unless otherwise exempted in Section G.
 - b. Location: Signs shall be located on the parcel on which the entity requesting the sign is located and may not encroach into the public right-of-way, nor impede pedestrian traffic. Signs shall not be attached to utility poles, fences, trees, or other similar objects.
 - c. Illumination: Illumination of temporary signs is prohibited.
 - d. Size: Signs may not exceed a maximum size of twenty (20) square feet.
 - e. Display: All temporary signs must be subordinate to and be positioned in such a way so that any permanent signage display on the same property remains completely visible.
 - f. Maintenance: Temporary signs must always be properly maintained. Any faded, torn, ripped, detached, defaced, sagging or otherwise damaged sign must be promptly repaired, replaced, repositioned or removed.
 - g. Timeframe: Temporary signs may be displayed up to sixty (60) days per calendar year.
 - h. Height: Freestanding temporary signs may not exceed eight feet (8') in height, measured from the top of the sign to the grade directly below. Signs attached to a building may not exceed fifteen feet (15') in height, measured from the top of the sign to the grade directly below.
 - i. Number of Signs: Only one (1) temporary sign is allowed for each use.

09-1-060: PROHIBITED SIGNS

The following signs are prohibited in Coalville City:

- A. **Electronic Message Signs:** A sign where message content is changed in a fixed cabinet composed of electrically illuminated or mechanically driven changeable components. Changeable Copy Signs may be allowed in the Highway Commercial (HC) Zone as exempted in Section 09-1-050: E.5.
- B. **Flashing Signs:** Any illuminated sign on which the light is not stationary or constant in intensity and color.
- C. **Roof Mounted Signs:** A sign that is mounted on the roof of a structure, or signs that project above a roof edge or eave.
- D. **Moving Signs:** Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of movement. Such signs also include strings of pennants, banners, ribbons, streamers, balloons, spinners, or other similar moving or fluttering or inflated devices.
- E. **Signs Imitating Official Traffic Signs:** Signs imitating official traffic signs in any manner which are visible from public areas.
- F. **Portable Signs:** Portable signs not permanently affixed to the ground, except as otherwise allowed as an off-premise temporary sign in Section G.
- G. **Mobile Signs:** Signs attached to stationary vehicles, equipment, trailers and related devices, when used in a manner to augment approved signage for a business as opposed to normal operation or parking of the vehicle or device.
- H. **Obstructing Signs:** Signs which, by reason of size, location, content, coloring or manner of illumination, obstruct the vision of motorists or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on any road or street, as determined by the City.
- I. **Hazardous Signs:** Any sign or sign structure which constitutes a hazard to public health or safety, as determined by the City.
- J. **Signs on Public Property:** Signs on trees, utility poles, and on other public property, other than public information signs.
- K. **Off Premises Signs:** Off premises signs are prohibited except as provided for in Section 09-01-050: E herein.
- L. **Signs in Disrepair:** Any sign in disrepair or which the sign message face has been removed or destroyed, leaving only the supporting frame or other components, and said condition exists for more than ninety (90) days is prohibited and shall be removed.

09-1-070: EXEMPTED SIGNS

The following signs are exempt from obtaining a sign permit with the following requirements:

- A. **Informational Signs:** Signs which are not more than six (6) square feet in size and not more than four feet (4') in height and which are used to direct vehicular and pedestrian traffic or to direct parking and traffic circulation on private property. Informational signs shall not contain advertising material or message. These signs shall not be permitted in a public right-of-way.
- B. **Public Signs:** Legal notices, identification, informational, cultural, promotional, historic or directional signs erected ~~or required by~~ Coalville City or other governmental entities ~~or~~ authorized by the City for public purposes. These signs may be in the public right-of-way.
- C. **Public Regulatory Signs:** All public regulatory signs located in the City which meet all the state requirements.
- D. **Interior Signs:** Signs located on the interior of any building, or within an enclosed lobby of any building or group of buildings and which cannot readily be seen from the exterior of the building, and the signs are located to be viewed exclusively by the patrons of such use or uses.
- E. **Utility Signs:** Signs of public utility or cable television companies which show the locations of underground facilities.
- F. **Street Address and Identifications Signs:** A sign with content including only the name or professional title of the occupant and address of the premises. Such signs shall not exceed two (2) square feet in size. The sign shall be limited to flush mounted or window type signs with only one sign per premises. These signs shall not be permitted in the public right-of-way.
- G. **Customer Information Signs:** Customer information signs located on or near the building and outside of required setback areas may display such items as "credit cards accepted", prices and menus. Signs shall not exceed two (2) square feet in size.
- H. **Flags:** Single or multiple-use developments may have no more than three (3) freestanding flagpoles at any time. Flagpoles are restricted to only flying one flag per pole. The maximum size of any one flag shall be sixty (60) square feet. Flagpoles may not exceed twenty-eight feet (28') in height, measured from the top of the pole to the grade directly below. Up lighting of all flags, except the flag of the United States of America, is prohibited. The painting of flags on an exterior building surface is also allowed in compliance with these requirements.

- I. **Window Signs:** Window signs shall not exceed fifty (50%) of the area of a single window in which it is placed. A single window is any window, or section of windows, that is separated from another window by twelve inches (12") or more. Any door with windows is considered a separate window. Window signs may not be combined in order to gain a larger sign for one particular window.
- J. **Neon Signs:** Two (2) neon signs are allowed for each nonresidential use. The sign may be located on the inside of any window. These signs may not exceed two (2) square feet in size and may not flash or be animated in any manner. Neon signs are considered window signs and may not exceed fifty percent (50%) of the area of the window in which they are placed.
- K. **Light Pole Banners:** Banner signs on light poles are allowed in all developments. Banner signs may not exceed twelve (12) square feet in size.
- L. **No Trespassing or No Dumping Signs:** No trespassing or no dumping signs may not exceed sixteen (16) square feet in area for a single sign or are limited to four (4) signs at four (4) square feet for each lot or parcel unless the land use administrator, or other authorized officer, finds more signs are required to prevent violation.
- M. **Plaques:** Plaques or nameplate signs not more than two (2) square feet which are fastened directly to the building.
- N. **Symbols or Insignia:** Religious symbols, commemorative plaques of recognized historical agencies, or identification emblems of religious orders or historical agencies, provided that no such sign shall exceed eight (8) square feet in area and provided further that all such signs be placed flat against the building.
- O. **On Premises Real Estate Signs:**
1. Signs advertising the sale, rent, or lease of property shall be limited to one real estate sign on each lot. Each sign shall not exceed six (6) square feet in size and six feet (6') in height.
 2. One real estate sign per street frontage is allowed for any multiuse residential or professional office building or lot intended for such and may not exceed twenty-four (24) square feet in area or eight feet (8') in height. If the parcel is over two (2) acres in size, the sign may not exceed thirty-two (32) square feet.
 3. Model home signs shall not exceed sixteen (16) square feet in area, nor exceed six feet (6') in height and shall be placed entirely upon the premises of the model home.

- P. **Temporary Open House Real Estate Signs:** Open house signs not to exceed six (6) square feet in area and four feet (4') in height, advertising real estate open houses may be placed on private property in the vicinity of the property open for inspection. They shall not be attached to trees, poles, street signs, etc. Signs may be displayed in the City right-of-way if they are not disruptive to the regular flow of traffic or pedestrians. Open house signs shall be displayed only during those hour(s)/day(s) which the property is open for actual inspection.
- Q. **On Premises Signs for Home Occupation in Residential Zones:** Home occupations may have one non-illuminated flat wall sign two (2) feet by three (3) feet for a total of six (6) square feet in size which identifies the name of the business. This exemption applies to uses operated out of a single-family home.
- R. **Political or Campaign Signs:** In addition to signage otherwise authorized by this chapter, political or campaign signs on behalf of candidates for public office or measures on election ballots are allowed as follows:
1. Signs for all candidates, regardless of participation in a primary election, may not be erected earlier than sixty (60) days prior to a primary election and shall be removed by the Monday following a general election. Candidates who lose a primary election shall remove signs by the Monday following the primary election. Signs relating to elections on special issues may be installed and must be removed on the same basis.
 2. Any one sign shall not exceed twenty-four (24) square feet in size and shall not exceed six feet (6') in height. Such sign shall not be erected in a manner as to constitute a roof sign. No more than 2 signs of the same candidate or issue shall be posted on the same property. Signs may not be placed on public property or in a public street right of way in which the sign location would impede traffic visibility or safety. Signs along roadways which do not contain improvements of curb, gutter, and/or sidewalks may not be placed closer than ten feet (10') to the edge of the paved surface.
 3. Campaign signs shall not be placed closer than one hundred fifty feet (150') to a building where any official voting station is located.
- ~~S. **Community Signs:** Community signs require review by the community development department including recommendation of the other pertinent city department, for compliance with the following criteria:~~
- ~~1. No sign(s) shall be permitted which is unsafe for vehicular or pedestrian traffic, is inappropriate with respect to location, size, time, or duration of display, or is maintained in a deteriorated condition.~~

- ~~2. Sign(s) must be made of durable, weather resistant material and maybe located at various gateway areas to the city, along major streets and important intersections adjacent to nonresidential properties, as approved by the community development department.~~
- ~~3. Sign(s) shall be uniform in size for each individual display and shall be no larger than four feet (4') wide and ten feet (10') tall for signs attached to light or utility poles. Freestanding community signs shall be allowed on parcels with the permission of the owner and approval of the city staff.~~
- ~~4. Sign(s) shall not be attached to another temporary sign or a permanent traffic or business sign.~~
- ~~5. Sign(s) may be part of a "rotating permanent feature" of the city or community for such events as:~~
 - ~~a. Coalville annual celebration(s).~~
 - ~~b. County Fair.~~
 - ~~c. Holidays.~~
 - ~~d. Cultural and/or arts events.~~
 - ~~e. Change in seasons.~~
 - ~~f. General community promotion; i.e., business, with the prohibition of commercial endorsement or name on any such sign.~~
- ~~6. Sign(s) for any single purpose or event may not be displayed for more than thirty (30) days. However, the city staff may approve community purpose signs for long-term purposes subject to review on a ninety (90) day basis.~~

T.S. Properties Under Development or Construction: Properties which have an approved subdivision plat, site plan, or other type of development permit upon which construction or development is occurring are exempt subject to the following sign standards:

1. Size: Signs may not exceed a maximum of twenty (20) square feet in size.
2. Materials: Signs may only be freestanding and must be made of a rigid material. Banners or other similar signs applied to cloth, paper, flexible plastic, vinyl, or fabric of any kind are not permitted.
3. Height: Signs may not exceed six feet (6') in height, measured from the top of the sign to the grade directly below.

4. Number of Signs: Only one (1) sign is allowed per street frontage.
5. Location: The sign must be located on the parcel that is subject to the approved development permit and may not encroach into the right of way, nor impede pedestrian traffic.
6. Timeframe: The sign(s) are allowed for the duration of the construction of the development. and shall be removed upon completion of the project.

U.T. **Non-commercial Opinion Signs:** Noncommercial opinion signs are subject to all requirements and provisions of the Utah State Code annotated and other laws as may be applicable. There are no time frames for noncommercial opinion signs. Such signs are regulated as follows:

1. Residential Properties: Residential properties are permitted nine (9) square feet of a sign area, not to exceed three feet (3') in height. The sign square footage may be split between two (2) or more signs, but the total square footage may not exceed nine (9) square feet.
2. Non-residential Properties: Nonresidential properties are permitted six (6) square feet of sign area, not to exceed three feet (3') in height. The sign square footage may be split between two (2) or more signs, but the total square footage may not exceed six (6) square feet.

09-1-080: NONCONFORMING SIGNS

Existing signs which were lawfully established before the adoption of this chapter, but which are now prohibited, regulated, or restricted, may remain until such time as they are removed or otherwise required to be brought into conformance:

- A. **Property Owner Responsibility:** The property owner bears the burden of establishing that any nonconforming sign lawfully exists.
- B. **Enlargement of Nonconforming Signs:** A nonconforming sign may not be enlarged in any way unless it conforms to the provisions of this chapter.
- C. **Location:** Signs conforming to the provisions of this chapter may be erected on a parcel that contains a nonconforming sign(s); however, the new sign(s) must be a different type than the existing nonconforming sign(s) (i.e., if the nonconforming sign is a freestanding sign, a conforming freestanding sign may not be erected).
- D. **Alterations:** A nonconforming sign may be altered to decrease its nonconformity.
- E. **Maintenance, Repair and Upgrading of Nonconforming Signs:** All nonconforming signs shall be maintained in a state of good repair; provided,

however, that any repainting, cleaning and other normal maintenance or repair and upgrading of the sign or sign structure shall not modify the sign structure or copy in any way which makes it more nonconforming.

09-1-090: ENFORCEMENT:

- A. The CDD or designated planning staff member shall be responsible for enforcing the provisions of the sign regulations established herein.
- B. Violation of the sign provisions established herein may result in fines or other remedial actions in accordance with the provisions of this code and state law.
- C. If signs not conforming to the requirements of this chapter are installed within a public right-of-way, City personnel may remove and impound the signs if notice to remove the signs has been sent to the property owner and they have failed to comply with that notice.

09-1-100: PENALTY:

Any person found guilty of violating any of the provisions, rules and regulations of this Chapter, is guilty of a Class "C" misdemeanor, pursuant to Utah Code Annotated, as amended. Each violation shall be subject up to a \$100 fine for each day the violation continues beyond the correction notice date issued by the City for such violation.

09-1-110: APPEALS

- A. **Right To Appeal:** Any person who has been ordered to alter or remove any sign, or any person whose application for a sign permit has been denied because of conflict with regulations stated herein, may appeal to the City Council by serving a written notice to the CDD, or designated staff member, within fifteen (15) days of the order or denial. An applicant may also appeal to the City Council an alleged error by the CDD or designated staff member.
- B. **Appeal for Special Exceptions:** Upon appeal by the sign owner or business, the City Council is empowered to grant a special exception to allow the retention, alteration, movement, or expansion of an existing nonconforming sign, provided the City Council determines that:
 - 1. The nonconforming sign poses an alternative equivalent means of meeting the intent of this chapter and the City's general plan;
 - 2. The action will not impose a burden on other properties in the City beyond that posed by a conforming sign; and

3. Approval will provide a forum for free expression or other measurable benefits to the public.

Special Considerations:

~~Unfair competitive disadvantage of businesses in the City whose signs do comply with this chapter is to be construed as a burden to be considered by the City Council.~~

~~A new business generally shall not qualify for a special exception for reuse of a nonconforming sign left by a previous business.~~

~~Purely economic factors, such as the expense of removing or altering a nonconforming sign or of purchasing a new conforming sign are not to be considered as reasons for granting a special exception by the City Council.~~

~~The City Council is empowered to attach reasonable requirements with which the petitioner must comply as a condition of approval of a special exception.~~



"Exhibit B"
Council 7/8/19

Staff Report

Coalville City
Project Coordinator

To: Coalville City Council
From: Don Sargent, City Project Coordinator
Date of Meeting: July 8, 2019
Re: MPD Development Code Amendment – Title 8 Chapter 6
Action: Public Hearing and Possible Adoption

MPD - Development Code Update Amendments

REQUEST:

Review, discuss and possibly adopt Amendments to the City Development Code addressing updated Master Planned Development (MPD) provisions. This item is scheduled for a public hearing and possible action.

BACKGROUND:

The amendments include revisions in whole to Title 8 Chapter 6 of the Development Code. The Planning Commission forwarded a unanimous recommendation of approval of the MPD amendments to the City Council on June 16, 2019.

ANALYSIS:

Attachment A includes the revised draft of Title 8 Chapter 6 Master Planned Development (MPD) provisions. The MPD amendments are to be applied city-wide as part of the on-going development code update effort.

The primary focus of the MPD amendments is to produce superior project design through flexible and innovative tools that advance the goals, objectives and policies of the General Plan. The amendments are also designed to be quantifiable and provide assurances and benefits to the City beyond a typical development application.

Staff will be prepared to present the updated draft MPD amendments and address concerns and questions of the City Council at the public hearing.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and consider adoption of the proposed amendments.

ATTACHMENTS:

- A. Draft Title 8 Chapter 6 - Master Planned Development (MPD) Provisions

ATTACHMENT A

Draft Title 8 Chapter 6 – Master Planned Development (MPD) Provisions

CHAPTER 6

MASTER PLANNED DEVELOPMENTS (MPD)

Commented [DS1]: This chapter in the existing development code is replaced in its entirety with the following provisions.

- 8-6-010: Purpose**
- 8-6-020: Applicability**
- 8-6-030: Uses**
- 8-6-040: Process**
- 8-6-050: Vesting of MPD Approval**
- 8-6-060: MPD Modifications**
- 8-6-070: MPD Requirements**
- 8-6-080: Required Findings**

8-6-010: PURPOSE

The purpose of the Master Planned Development (MPD) is to provide a comprehensive project design strategy to create projects, including mixed use development, that best address site conditions, the characteristics of the surrounding properties, as well as community and market demands. The master planned development process also creates tools to promote the efficient use of land resources as well as efficient public infrastructure and utility services. The goal of this strategy is to produce superior project design through flexibility and innovation so as to advance the goals of the General Plan and this chapter.

8-6-020: APPLICABILITY

The master planned development process shall be required in all zones for the following applications:

- A. Any application for a rezone.
- B. Any application to subdivide at base density resulting in six (6) or more lots or parcels (Major Subdivision).
- C. Any application which includes the transfer of base density or uses between zones on a single parcel which results in the creation of six (6) or more lots or parcels.
- D. Any application which includes a density bonus within a residential zone.
- E. All applications for commercial uses, retail commercial establishments, offices, institutional uses or industrial uses with more than twenty-five thousand (25,000) square feet of floor area.

8-6-030: USES

A master planned development shall become supplementary to the provisions of the zones in which the MPD is located, including rezones.

- A. **Differing Zones:** When the project area includes parcels with differing zones, uses, including accessory uses, may be relocated across zone boundaries so long as the application is for a rezone and the City Council determines that relocation results in a project design that advances the goals set forth in the General Plan.
- B. **Attached Units:** Attached units may be allowed in all residential and commercial zones except the Residential Agricultural (RA) Zone.
- C. **Types of Developments:** Master Planned Developments may include commercial/industrial projects, cluster subdivisions, mixed use planned developments, twin or town homes, condominiums, resort units and subdivisions, combinations of housing types such as single units and multiple units, and zero lot line developments.
- D. **Zone Use Limitations:** Uses permitted in the MPD shall be limited to those uses permitted in the Zone District in which the MPD is proposed, with exceptions for support accessory uses in mixed use developments.

8-6-040: PROCESS

The MPD application process has three primary steps:

- A. **Pre-Application Conference:** A required pre-application conference shall be held with staff in order for the applicant to become acquainted with the master planned development procedures and related City requirements and schedules. Staff may give preliminary feedback to the applicant based on information available and may inform the applicant of potential issues or special requirements which may result from the proposal.
- B. **Master Planned Development Application:** A plan for the master planned development shall be submitted with a completed application form supplied by the City. A list of minimum requirements will accompany the application form. The application must include written consent by all owners of the property to be included in the master planned development. Once an application is received, it shall be reviewed for completeness. The applicant will be informed if additional information is necessary to constitute a complete application.
- C. **Planning Commission and City Council Review and Public Hearings:** The City Council is the Land Use Authority for master planned developments. Prior to final action by the County Council, the Planning Commission shall hold a minimum of one (1) public hearing prior to forwarding a recommendation to the City Council. The City Council shall also hold a minimum of one (1) public

Commented [DS2]: The existing MPD application form will need to be updated for consistency with the final adopted amendments.

hearing and take final action on the application. City Council action shall be in the form of written findings and in the case of approval, conditions of approval.

8-6-050: VESTING OF MPD APPROVAL

Construction, including the installation and placement of infrastructure such as roads and utilities, within the MPD project area will be required to commence within five (5) years of the date of the City Council approval. After construction commences, the MPD shall remain valid as long as it is consistent with the approved project-phasing plan as set forth in the MPD approval and associated documents. It is anticipated that the specific project-phasing plan may require periodic review and re-evaluation of the project during the the development of the project. Extensions will not be considered for an MPD approval that does not meet the prescribed timeframes as specified in this section.

- A. **Final Subdivision Plat:** The initial final subdivision plat associated with a Master Planned Development must be recorded within three (3) years of the date of the City Council MPD approval and construction of the project must begin within five (5) years of the date of City Council MPD approval . In the event that the required final subdivision plat recordation and construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the final subdivision plat shall be void.
- B. **Final Site Plan:** The initial final site plan associated with a Master Planned Development must be approved within three (3) years of the date of the City Council MPD approval and construction of the project must begin within five (5) years of the date of City Council MPD approval. In the event that required final site plan approval and construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the final site plan shall be void.
- C. **Rezone:** Master Planned Developments associated with a rezone will be required to commence construction within five (5) years of the date of the City Council MPD approval. In the event that the required construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the zone(s) shall revert to the previous zone designation(s).
- D. **Phasing and Density Bonus:** For phased developments, it shall be necessary to record the Phase 1 Final Subdivision Plat within the prescribed three (3) year timeframe to vest the entire master planned development and density bonus. Thereafter, subdivision plats associated with subsequent phases of the master planned development shall be recorded in accordance with the overall phasing plan for the development.

8-6-060: MPD MODIFICATIONS

Modifications to an MPD shall be processed as a minor or major amendment as follows:

- A. **Minor Amendment:** A minor amendment is defined as an amendment that does not increase square footage, density, or intensity (traffic or parking demand, service demand, etc.) of the previously approved master planned development. A minor amendment shall be processed as a minor permit.
- B. **Major Amendment:** A major amendment is defined as an amendment that increases square footage, density, or intensity (traffic or parking demand, service demand, etc.) of the previously approved master planned development. A major amendment shall be processed as a master planned development.

8-6-060: MPD REQUIREMENTS

All applications for a master planned development shall meet the following minimum requirements. Additional project information necessary for the project analysis may be required at the discretion of the Community Development Director, Planning Commission, or City Council.

- A. **Density:** The maximum density permitted on the project site will be determined as a result of a site analysis. The maximum density shall not exceed that set forth in the proposed or existing zone, except as otherwise provided in this section. In cases where a project site contains more than one (1) zone, the City Council may permit the clustering of density irrespective of zone boundaries so long as the relocation results in the project advancing the goals and objectives set forth in the General Plan.
- B. **Density Bonus:** A density bonus may be permitted in accordance with the following:
1. **Deed Restricted Open Land.** Deed restricted open land consists of land in a subdivision or MPD that is left natural, undeveloped or unimproved (except public recreation areas) and is deed restricted for public or private agricultural, scenic, or recreational purposes. Deed restricted open land does not include open areas in private individual residential lots, public roads, private roads, parking spaces and drive aisles in parking lots, outdoor storage areas and land covered by structures not designated for active public recreational use.
 - a. A base percentage amount of deed restricted open space is required in all master planned developments within each zone district as follows:

i. Agricultural Zone (AG)	30%
ii. Residential Agricultural Zone (RA)	20%
iii. Low Density Residential (R-1)	15%
iv. Medium Density Residential (R-2)	15%
v. High Density Residential (R-4)	10%
vi. Very High Residential (R-8)	10%

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- b. The City Council may consider a reduction in the base amount of deed restricted open land when the reduction results in the project advancing the goals and objectives of the General plan.
 - c. Where an MPD contains more than one (1) zone, the City Council may consider the location of deed restricted open land irrespective of zone boundaries to advance the project design or use, accessibility and quality of the open land.
 - d. At the discretion of the City Council, Deed Restricted Open Land may be applied on different property better suited for restricted open which is not associated with the proposed development and owned by the applicant.
 - e. Deed restricted open land, in addition to the base requirement of an MPD, is a requirement for the development of bonus density.
2. Bonus Density Calculation. If the proposed number of lots in an MPD is greater than the base density, the applicant shall be entitled to the increased number of lots in excess of base density at a one-to-one percentage ratio of the amount of deed restricted open land being set-aside.
- a. The amount of bonus density is calculated by multiplying the base density by the percentage of deed restricted open land being set-aside in addition to the base requirement of the MPD
 - b. The amount of the density bonus cannot exceed more than fifty percent (50%) of base density. The base density in each zone for Master Planned Developments shall be as follows:

Agriculture Zone (AG)	1 Dwelling Per Twenty Acres
Residential Agriculture Zone (RA)	1 Dwelling Per Five Acres
Low Density Residential (R-1)	1 Dwelling Per Acre
Medium Density Residential (R-2)	2 Dwellings Per Acre
High Density Residential (R-4)	4 Dwellings Per Acre
Very High Density Residential (R-8)	8 Dwellings Per Acre

(Refer to the zone district sections in the development code for allowed minimum lots sizes in each zone).
 - c. No more than twenty-five percent (25%) density bonus of the deed restricted open land can consist of undevelopable lands (steep slopes, wetlands, etc.)

Example for a ten (10) acre parcel in the R-1 Zone:

R-1 Zone base density (1U/AC) = 10 lots
15%(1.5 acres) + 30% (3 acres) deed restricted open land being
set-aside = 3 bonus density lots

- C. **Setbacks:** The minimum setback around the exterior boundary of an MPD shall match the setbacks of the more restrictive/larger abutting zone setback. In some cases, that setback may be increased to create an adequate buffer to adjacent uses. The City Council may reduce or increase setbacks as determined by the overall density configuration, clustering, open land, and proposed product types within the development from those otherwise required provided the project meets minimum Building Code and Fire Code requirements.
- D. **Building Height:** The maximum building height for all structures within a master planned development shall not exceed the zone standard. The City Council may grant additional building height beyond the maximum zone standard up to forty five feet (45') based on demonstrated good cause, related but not limited to, structured parking, affordable housing, deed restricted open land, community outdoor common area improvements, superior architectural design or provision of community support services.
- E. **Reduction of Minimum Lot Size Requirements:** The City Council may reduce the minimum lot size specified in a zone (minimum 0.10 acre) if it finds the proposed decrease in minimum lot size:
1. Improves the development site design;
 2. Results in the clustering of buildings or lots;
 3. Preserves contiguous open land and natural resources;
 4. Provides efficiency of infrastructure, and;
 5. Produces unique product type development.
- F. **Open Land:** Master planned developments shall provide for open land of at least ten percent (10%) of the site area.
- G. **Off-Street Parking:** Master planned developments shall meet the following off-street parking standards:

a. Residential uses:	
(1) Single family dwelling unit	Minimum 2 spaces/unit
(2) Duplex dwelling unit	Minimum 2 spaces/unit (total of 4/building)

(3) Accessory dwelling unit	Minimum 1 space/unit
(4) Guest house	Minimum 1 space/unit
(5) Multi-unit (3 or more units)	Minimum 1 space/unit
b. Non-residential uses:	
(1) Commercial/retail	3 spaces/1,000 sq. ft. of net leasable floor area
(2) Commercial/restaurant-cafe	3 spaces/1,000 sq. ft. of net leasable floor area
(3) Hotel/lodging	1 space/guest room or suite; 2 spaces/1,000 sq. ft. of net support commercial floor area
(4) Offices	2.5 spaces/1,000 sq. ft. net leasable area

The off-street parking requirements for any other uses not listed above shall be determined by the City Council based on a project-specific parking study provided by the developer and prepared by a qualified traffic engineer .

The City Council may reduce or increase the overall parking requirement for a master planned development based upon the applicant demonstrating reasonable justifications for the increase/decrease in parking spaces.

The City Council may grant additional exterior/surface parking provided such parking is designed to include permeable surfaces, additional landscaping and buffering.

- H. **Designing with The Topography:** Master planned developments shall be designed to fit into the topography of the site. The City Council may consider flexibility in the siting of development so as to best fit into the natural terrain, minimize excessive site grading and mitigate impacts on the natural environment and resources of the surrounding area. The project design shall demonstrate the preservation of watercourses, drainage areas, wooded areas, rough terrain and similar natural features and areas.
- I. **Designing with Adjacent Uses:** The master planned development shall take adjacent land uses into consideration. Development along the project perimeter shall adequately mitigate any potentially adverse effects, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances.

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- J. **Access:** All master planned developments shall have vehicular access from a public road. All projects shall have a secondary point of access to the satisfaction of the City Engineer and/or Fire Marshal. All roads/streets shall follow the natural contours of the site wherever possible to minimize the amount of grading.
- K. **Utilities:** Existing or proposed utilities, including private and public services for master planned developments will be adequate to support the proposed project at normal service levels and will be designed in a manner to avoid adverse impacts on adjacent land uses, public services, and utility resources. Unless otherwise permitted by this chapter, all master planned developments shall comply with all requisite infrastructure standards found in Chapter 4 of this title.
- L. **Building Locations:** All buildings shall be located to avoid, to the extent practicable, wetlands, riparian areas, steep slopes and ridgelines. Building locations and associated lot configurations should be oriented to encourage active and passive solar design principles wherever practicable.
- M. **Connectivity:** Internal and external vehicular/pedestrian/bicycle circulation should be demonstrated at the time of application per the City Transportation and Trails Master Plans and deemed necessary by the City Council. Pedestrian/equestrian/bicycle circulation should be separated from vehicular circulation wherever reasonable.
- N. **Snow Storage:** Master planned developments shall include adequate areas for snow removal and snow storage. An appropriate form of landscaping plan shall allow for snow storage areas. Structures shall be set back from any hard surfaces so as to provide adequate areas to remove and store snow. The assumption is that snow should be able to be stored on site or hauled to a location within the MPD and not removed to an off-site location.
- O. **Outdoor Lighting:** All outdoor lighting shall be down directed and fully shielded. All outdoor lighting shall be designed and installed to prevent light trespass on adjacent properties. Lighting of the United States flag is exempt from this provision.
- P. **Compliance with Development Evaluation Standards:** Unless otherwise permitted by this chapter, all master planned developments shall comply with all requisite development evaluation standards found in this title.
- Q. **Project Design Narrative:** An application for a master planned development shall include a written explanation of how the project plan addresses the following design questions:
 - 1. Community Connectivity: How does the proposed development interconnect and the surrounding properties, neighborhood, and area? Including but not limited to:

- a. Where will vehicles enter and exit the site?
 - b. Where will new streets be developed?
 - c. Is there a need for pedestrian and bicycle routes (including trails and sidewalks) through the project area or connection with adjacent properties per the City Trails Master Plan? If so, how are such needs and routes addressed?
 - d. Is the location of the proposed development within reasonable proximity (including walking and biking) to community facilities and services such as schools, retail centers, parks, etc.?
2. Housing Needs: How does the proposed development advance the community need for a mix of housing types and affordability, as prescribed in the General Plan?
 3. Character: What are the architectural design character objectives of the proposed development? How do these design objectives address the local context, climate, and/or community needs?
 4. Site Design: How is the proposed development designed to integrate with the existing topography, landscape features, riparian areas, vegetation, wildlife corridors, existing structures, etc.?
 5. Complete Street Design: How is the proposed development street/circulation system designed to accommodate a variety of transportation modes (where appropriate), easy route finding, and safe speeds?
 6. Parking Areas: How does the proposed development balance the need for parking with the need to design parking areas in a manner that minimize visibility, site grading, and exterior lighting?
 7. Public and Private Outdoor Spaces: What is the proposed development's need(s) for outdoor space, open space, habitat/wildlife areas, parks, or outdoor amenity areas? How does the proposed development address these needs?
 8. External Storage: How does the proposed project address needs for garbage collection, equipment storage, etc.?
 9. Natural Resources: How does the project preserve and protect critical wildlife habitat, riparian areas, water recharge zones and other natural resources?

8-6-080: REQUIRED FINDINGS

The City Council must find sufficient evidence that supports the following conclusions to approve a master planned development. In most cases, conditions of approval will be attached to the final action to ensure compliance.

- A. The master planned development is designed to fit well into the natural terrain, minimize excessive site grading and protect and preserve the surrounding area.
- B. The master planned development makes suitable provisions for the protection, preservation, and enhancement of wildlife habitat, watercourses, riparian areas, drainage areas, wooded areas, rough terrain and similar natural features.
- C. The master planned development takes adjacent land uses into consideration and mitigates potential impacts, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful planning. Integration of connectivity with adjacent properties, as applicable, has also been considered and provided.
- D. The master planned development has direct vehicular access from a public road or suitable private road or driveway access meeting all requirements of the City Engineer and Fire Marshal.
- E. The master planned development has a secondary point of access/emergency access or other mitigation satisfactory to the City Engineer and Fire Marshal.
- F. All roads/streets within master planned development follow the natural contours of the site wherever possible to minimize the amount of grading.
- G. Existing or proposed utility and public services are adequate to support the proposed master planned development at normal service levels and are designed in a manner to avoid adverse impacts on adjacent land uses, public services, and utility resources.
- H. The proposed structures within the master planned development are located on reasonably developable portions of the site as determined by the site analysis and sensitive lands determinations. The open areas within the master planned development are designed so that existing significant vegetation can be maintained to the greatest degree possible.
- I. The master planned development includes adequate internal vehicular and, where deemed necessary, pedestrian/equestrian/bicycle circulation, in accordance with the City Transportation and Trails Master Plans.
- J. The master planned development includes adequate areas for snow removal and snow storage.

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- K. All exterior lighting within the master planned development is down directed and fully shielded.
- L. The master planned development, as conditioned, complies with all the requirements of this chapter.
- M. The master planned development, as conditioned, is consistent with the General Plan.
- N. The master planned development has been noticed and a public hearing held in accordance with this chapter.

"Exhibit C"
Council 7/8/19

**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
COALVILLE CITY**

This agreement shall become effective on June 27, 2019 and is intended to continue for five years from the date of the last authorized signature and may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

- A. Pursuant to Utah Code § 65A-8-203 (2017), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity ("Participating Entity") and the State of Utah, Division of Forestry, Fire, and State Lands ("FFSL")(collectively "parties") to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. Glossary of Terms
1. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
 2. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
 3. Eligible Entity – as defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1 and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or, with approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services and paying for the cost of wildland fire suppression.
 4. Extended Attack – actions taken in response to wildland fire after Initial Attack.

5. Initial Attack –actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)
6. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65-A-8-202 (2017) and Utah Code § 65-A-8-202.5(2017).
7. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
8. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a county, municipality, or other Eligible Entity.
- B. The Participating Entity agrees to adopt within 2 years of signing this agreement, and update within five years of signing this agreement, a Community Wildfire Preparedness Plan (“CWPP”) or an equivalent wildland fire preparedness plan with approval from FFSL.
- C. The Participating Entity’s fire department or fire service provider as defined in Utah Code § 65A-8-203 (2017) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL has provided an Annual Participation Commitment Statement and the Participating Entity has reviewed, approved, and returned the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity’s fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

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- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017).
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2017) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment

- 1. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
- 2. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities

- 1. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - a. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - b. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - i. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - c. Participation Commitment cannot be met through direct payment to the State.
- 2. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions

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and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

1. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - a. Beginning January 1, 2016, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full fiscal year Participation Commitment.
 - b. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
 - i. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - ii. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B.
 - iii. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - iv. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
2. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - a. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

1. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.

2. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.
3. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.
 - a. For counties, the first year of Participation Commitment will be FY 2017, starting January 1, 2017.
 - b. For cities and towns, the first year of Participation Commitment will be FY 2018, starting July 1, 2017.
 - c. For any other Participating Entity, the fiscal year may vary, so the first year of Participation Commitment will begin at the start of each Participating Entity's fiscal year.

E. Participation Commitment Calculation

1. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
 - a. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk Assessment Portal" (UWRAP), which will be updated as data sources, technology and funding allow.
 - b. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 - i. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 - ii. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
2. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

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F. Participation Commitment Appeals

1. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

**SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE
MANAGEMENT AUTHORITY, TRANSFER OF FISCAL
RESPONSIBILITY, and EXTENDED ATTACK**

A. Initial Attack

1. The Participating Entity agrees to primary responsibility for Initial Attack ("IA"). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
2. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
3. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
4. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.
 - a. Aviation assets on initial run cards as established by the State will not:
 - i. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
 - ii. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility

1. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:

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- a. State or federally owned lands are involved in the incident; or,
 - b. firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,
 - c. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
 - d. by decision of the State Forester after consultation with local authorities.
2. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

C. Extended Attack

1. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
2. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
3. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
4. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
5. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule and this Agreement.

**SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION
AND EQUIPMENT STANDARDS**

A. Wildland Fire Response Training and Certification

1. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I as certified by the Utah Fire and Rescue Academy (UFRA).
2. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity’s jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.
 - a. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland

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fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.

- b. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
 - c. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
 - d. FFSL reserves the right to reevaluate these requirements.
- 3. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
 - 4. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction, a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding.

B. Wildland Fire Response Equipment Standards

- 1. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4, the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH OF THIS AGREEMENT

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2017), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or the Division.
- B. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.
- C. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
 - 1. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
 - a. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
 - b. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(B) herein below.
 - c. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
 - d. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203(5)(b)(ii) (2017) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

Cooperative Agreement

[Participating Entity]

[Effective Date]

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If a Participating Entity revokes this agreement or if FFSL revokes this agreement for cause, the participating entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS

Authorized Signature

Date

Title

COALVILLE CITY

Authorized Signature

Date

Title

APPROVED AS TO FORM

Assistant Attorney General