# Zoning Board of Adjustment Agenda

Bastrop City Hall
1311 Chestnut Street
Bastrop, TX 78602

***This meeting will be live streamed via GoToWebinar. If you would like to watch or participate and ask a question during the meeting, on a smart device using the GoToWebinar App (looks like this ) and use Webinar ID 369-254-171 to join the meeting, or log onto the web at https://attendee.gotowebinar.com/register/4370257864229764108***

## Agenda – October 7, 2020 at 6:00 P.M.

***City of Bastrop Zoning Board of Adjustment meetings are available to all persons regardless of disability. If you require special assistance, please contact the Planning Department at (512) 332-8840 or write 1311 Chestnut Street, 78602, or emailing plan@cityofbastrop.org or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.***

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

1. **CALL TO ORDER**

2. **CITIZEN COMMENTS**

   Please Note: Anyone wishing to address the Board may provide comments with full name, address, phone number submitted to *plan@cityofbastrop.org* before 4:30 P.M. on October 7, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. Otherwise the public can log into *https://www.gotomeeting.com/webinar/join-webinar* on the web or on a smart device using the GoToWebinar App (looks like this ) and use webinar ID 369-254-171 to join the meeting.

   *Comments will be heard from the audience on any topic not listed on the agenda, not to exceed three (3) minutes in length. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board cannot discuss issues raised or make any decision at this time. Issues may be referred to City Staff for research and possible future action.*

## 3. ITEMS FOR INDIVIDUAL CONSIDERATION

3A. Consider action to approve meeting minutes from the August 5, 2020 Zoning Board of Adjustment Meeting.

3B. Public Hearing and consider action on variances from the Bastrop Building Block ($B^3$) Code, Chapter 8 – Signs, Article 8.3 (c) Band Signs for the number of signs, sign height, letter height exceeding the maximums, and continued use of the existing non-conforming internally illuminated pole sign on Bastrop West Commercial, Section 2, Lot 3B Resubivision, located at 484 (previously 490) State Highway 71, within the City Limits of the City of Bastrop, Texas.

## 4. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: October 1, 2020 at 4:23 p.m. and remained posted for at least two hours after said meeting was convened.

Vivianna Nicole Andres, Planning Technician

# STAFF REPORT

**MEETING DATE:** October 7, 2020 **AGENDA ITEM:** 3A

**TITLE:**
Consider action to approve meeting minutes from the August 5, 2020 Zoning Board of Adjustment Meeting.

**STAFF REPRESENTATIVE**:
Vivianna Nicole Hamilton, Planning Technician

**ATTACHMENTS:**
Meeting Minutes

# Zoning Board of Adjustments
# August 5, 2020 Meeting Minutes

The City of Bastrop Zoning Board of Adjustments met Wednesday, August 5, 2020 at 6:00 p.m. online.

## 1. CALL TO ORDER

Patrick Connell called the meeting to order at 6:00 p.m.

| | |
|---|---|
| Patrick Connell | Present |
| Gary Moss | Present |
| Jimmy Crouch | Present |
| Scot Robichaud | Present |

## 2. CITIZEN COMMENTS

There were no citizen comments.

## 3. ITEMS FOR INDIVIDUAL CONSIDERATION

3A. Consider action to approve meeting minutes from the May 6, 2020 Zoning Board of Adjustment Meeting.

Jimmy Crouch made a motion to recommended approval of the May 6, 2020 meeting minutes. Gary Moss seconded the motion and the motion carried unanimously.

3B. Public Hearing and consider action for the expansion of a Non-Conforming Site to add a 100-foot monopole communication tower at the same site of an existing 450-foot radio tower with adjacent equipment buildings, on 10.223 acres of Bastrop Town Tract A11, located at 2575 Cedar Street, within the City Limits of the City of Bastrop, Texas.

Jennifer Bills presented the information distributed in the Zoning Board of Adjustment Agenda Packet. She discussed the history of the site and the previous cell towers at that location.

Jennifer Bills discussed with the Board the notifications City Staff had sent out for the public hearing, and that a letter received from one of the surrounding property owners. Jennifer Bills stated Staff was recommending approval of the tower with the following conditions:

1. Applicant would Execute a Development Agreement with the City for the following:

    a. Any future development beyond the scope approved by the Zoning Board of Adjustment will come into compliance with all Bastrop Building Block ($B^3$) in effect at time of development.

    b. Dedication of half (27.78 feet) of the right-of-way for Cedar Street along the northern property line.

c. The development process will be limited to the following with full review fees paid: Minor Plat with the right-of way dedication; Site Development Plan; and Building Permits.

The letter from the property owner at 2575 Cedar Street, Kristine Dugan, was read aloud for the record.

The Board discussed the purpose for the tower, which is to improve 911 communications.

Patrick Connell opened the Public Hearing.

The property owner at 2575 Cedar Street, Kristine Dugan, addressed the Board and further discussed her concerns that she listed in her letter. The Board asked if she would be more amenable to the proposed tower if a condition was put into place that ensured it would only be used for an emergency tower. She replied she would.

The property owner at 2575 Cedar Street, Matt Dugan, spoke before the Board stating he was not in favor of the proposed cell tower being placed on the adjacent property.

Patrick Connell closed the Public Hearing.

Discussion commenced between the Board and the Applicant (Steven Long). He answered questions for the Board including: explaining the reason for the request is because the current tower their equipment is one is at max capacity, the proposed timeline (2-3 years) to acquire a new tower location which would be owned by the County so they could permanently move their equipment to their own site, the logistics for the monopole being proposed on the current tower site, the dedication of Right-Of-Way between the City and the Property Owner, and the removal of the proposed monopole from the property in the future.

Further discussion commenced among the Board.

Scot Robichaud made a motion to recommend approval for the expansion of a Non-Conforming Site to add a 100-foot monopole communication tower at the same site of an existing 450-foot radio tower with adjacent equipment buildings, on 10.223 acres of Bastrop Town Tract A11, located at 2575 Cedar Street, within the City Limits of the City of Bastrop, Texas with the following requirements:

1. Any future development beyond the scope approved by the Zoning Board of Adjustment will come into compliance with all Bastrop Building Block ($B^3$) Code Requirements in effect at time of development,
2. The property owner will be required to dedicate half (27.78 feet) of the right-of-way for Cedar Street along the northern property line,
3. The development process will be limited to the following with full review fees paid: Minor Plat with the right-of way dedication; Site Development Plan; and Building Permits,

4. There will be no more than two dishes with supporting infrastructure allowed to be placed on the monopole,
5. The applicant is allowed to use this location for the monopole for five years starting on August 5, 2020, if the monopole is still operational in five years the applicant will need to come back before the Zoning Board of Adjustments to obtain approval for a continuance of use of the monopole at that location; and
6. The Applicant must have the monopole to completely removed from the site if they relocate their emergency communication to a new site prior to the five-year timeline set forth by the Zoning Board of Adjustments.

Gary Moss seconded the motion and the motion carried unanimously.

3C. Public Hearing and consider action to deny variances from the Bastrop Building Block ($B^3$) Code, Chapter 8 – Sign, Article 8.3 (c) Band Signs for the number of signs, sign height, and letter height exceeding the maximums, on Beck, NHP & Prokop Subdivision, Section Two, Lot 1, located at 510 State Highway 71, within the City Limits of the City of Bastrop, Texas.

Jennifer Bills presented the information distributed in the Zoning Board of Adjustment Agenda Packet.

Some of the topics discussed included; if there was a meter sign code in place on the property (there is not), the transition between sign codes during the course of the project, the signage previously proposed by the applicant in their Conditional Use Permit Application, and the different sign allowances in each code.

Jennifer stated at this time Staff was not recommending approval of the variance requests:

1. To allow an increased number of allowed signs;
2. Increase the total square footage of sign allowed;
3. Increase the overall allowed height; and
4. Increase the letter height on each sign.

Matt Mathis, the Applicant, presented to the Board his rebuttal against the points stated by Staff as to why they were choosing to not recommend approval of the signs. His main point being he should be allowed utilize some of the former signage allowances in the sign previous code, which was in place when he started the project and had designed most of his signage according to the allowance in that code, and to accommodate the visibility reduction of this location due to the construction of the adjacent ER building.

The Board asked Jennifer if there would be a future plan to address the signage allowances in the new code for properties along the major thoroughfares, she sated this was currently in review with the Planning and Zoning Commission to determine if any changes need to be adopted.

Patrick Connell opened the Public Hearing.

There were no comments from the public.

Patrick Connell closed the Public Hearing.

The Board stated the Applicant meet the following variance criteria:

1. Special or unique hardship because of the visibility of the property from public roads;
2. Hardship claim based on the physical features uniquely affecting the property on which a Sign is to be located;
3. Proposed Sign location, configuration, design, materials and colors are harmonious and work with the purpose of the intended location on Highway 71;
4. The Sign and its supporting structure is in architectural harmony with the surrounding Structures.
5. Mitigation measures related to the Sign in question or other Signs on the same Premises by not having a pylon built on the site and a monument sign not greater that six feet;
6. Demonstrated and documented correlation between the Variance and protecting the public health and safety is met by allowing the business to advertise in a manner that allows traffic time to safely access their site.

The Board stated for the record they wanted to make clear, due to the Applicant being caught between the old sign code when they started their project, and the newly adopted B3 Sign Code once they decided to apply for their sign, is the basis behind why the Zoning Board of Adjustments decided to make a compromise with the Applicant regarding their variance request. The Board also stated the concerns from the Applicant relating to life safety and traffic had also been factored into the basis behind their decision.

Jimmy Crouch made a motion to approve the variance and allow the Applicant to provide the signage as follows: the east side of the building as proposed but constructed as a non-illuminated sign with the size and color as proposed acceptable, signage on the front of the building facing north as proposed which will be illuminated in accordance with the recommendations made by the Development Review Committee Warrant, the proposed signage on the East side of the structure as is with the exception that the signage will be reduced in size by 25%, the monument sign or pylon sign limited to 6 ft. in height. Garry Moss seconded the motion and the motion carried unanimously.

## 4. ADJOURNMENT

Scot Robichaud made a motion to adjourn at 8:43 p.m.. Jimmy Crouch seconded the motion, and the motion carried unanimously.

_____
Chair

_____
Vice-Chair

# STAFF REPORT

**MEETING DATE:** October 7, 2020 **AGENDA ITEM:** 3B

**TITLE:**
Public Hearing and consider action on variances from the Bastrop Building Block (B³) Code, Chapter 8 – Signs, Article 8.3 (c) Band Signs for the number of signs, sign height, letter height exceeding the maximums, and continued use of the existing non-conforming internally illuminated pole sign on Bastrop West Commercial, Section 2, Lot 3B Resubivision, located at 484 (previously 490) State Highway 71, within the City Limits of the City of Bastrop, Texas.

**STAFF REPRESENTATIVE:**
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

**ITEM DETAILS:**

| | |
|---|---|
| Site Address: | 484 State Highway 71 (Attachment 1) |
| Total Acreage: | 0.4590 acres |
| Legal Description: | Bastrop West Commercial, Sec 2, Lot 3B(resub) |
| Property Owner: | Bastrop NNW LLC |
| Agent Contact: | Thomas Mathias, Cottonwood Financial |
| Existing Use: | Retail Store |
| Existing Place Type Zoning: | P-5 Core |
| Character District: | District 71 |
| Future Land Use: | General Commercial |

**BACKGROUND/HISTORY:**
The applicant is requesting a number of variances from the Bastrop Building Block (B³) Code – Chapter 8 Signs. The site location was previously the Payless Shoe Source store that has been vacant since the company went out of business in 2018. The property owner began working with the applicant to occupy the space in 2019 and did reach out to staff to ask questions about the existing sign code in August 2019 but did not submit any application until June 2020. Due to codification errors, both the previous code and the B³ are accessible from the website (Attachment 2). Considering the long-lead time on leasing the property and miscommunication of the sign code, the Sign Administrator is recommending that the applicant be granted the variances to the existing code to the specifications of the previous code in Article 3.20 – Signs (Attachment 4) that were in effect prior to November 12, 2019.

**REQUESTED SIGN VARIANCES**
**Band Signs – Previously Wall Signs** (Attachment 4)
The previous code allowed for signage to be calculated on the façade with the primary entrance. The applicant will be moving the primary entrance from the north side of the building to the west side, which would allow up to 90.625 square feet on the entrance façade or 113.28 square foot of signage split between multiple facades with vehicular traffic. In this case the applicant is requesting one sign on the north façade (facing State Highway 71) of 53.21 square feet and south

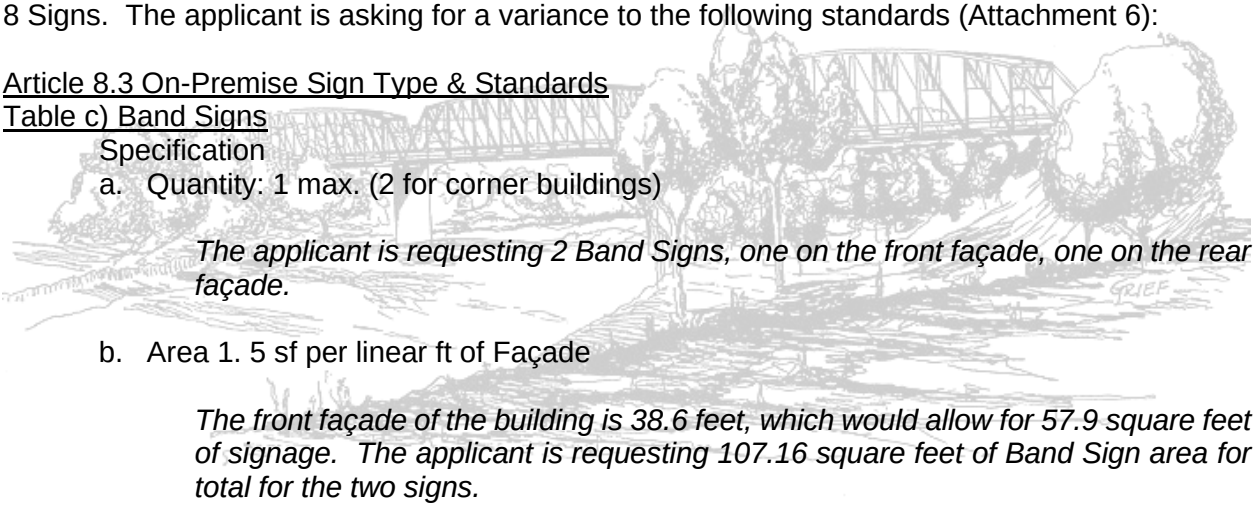
façade (facing Walmart) of 53.96 square feet for a total of 107.17. The previous code did not include total sign or letter height maximums. The Policy Explanation summarizes the variances from the current B³ Code.

**Reuse of Existing Signs**
The B³ Code requires all signs on site to come into compliance with the new code. The applicant is requesting to reface and reuse the existing pylon with internal illumination instead of converting to external lighting as required by the B³ Code.

The applicant's request letter provides their justification for variance criteria required by Section 8.2.003 (Attachment 2).

**PUBLIC NOTIFICATION:**
Notifications were mailed to 5 adjacent property owners on September 18, 2020. At the time of this report, two comments have been received if favor of the variance request (Attachment 5).

**POLICY EXPLANATION:**
The Bastrop Building Block (B³) Code was adopted on November 12, 2019 and include Chapter 8 Signs. The applicant is asking for a variance to the following standards (Attachment 6):



Article 8.3 On-Premise Sign Type & Standards
Table c) Band Signs
Specification
a. Quantity: 1 max. (2 for corner buildings)

*The applicant is requesting 2 Band Signs, one on the front façade, one on the rear façade.*

b. Area 1. 5 sf per linear ft of Façade

*The front façade of the building is 38.6 feet, which would allow for 57.9 square feet of signage. The applicant is requesting 107.16 square feet of Band Sign area for total for the two signs.*

c. d. Height: 3 ft max.

*The applicant is requesting the overall sign height be increased from the 3-foot max to 3 feet, 5.5 inches for the rear sign. The front sign is within max height requirement.*

h. Letter Height: 18 in. max.

Within the 3-foot signs, the individual lettering cannot exceed 18 inches in height.
*The applicant is requesting 27.5-inch letters for the front sign, and letters up to 22 inches in the rear sign*.

Section 8.1.011 Sign Permit Requirements (m) 6
(6) Before any permit may be issued for a new Sign under this chapter, the Responsible Party shall modify or remove any of its own nonconforming Signs and Sign structures displayed or erected on the same property that the permit is being sought, so that all the Signs and Sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate Signs, banners,

temporary Signs, or Sidewalk Signs. This provision does not apply to nonconforming Signs with a Variance.

*The applicant is requesting to reface the existing pylon sign and continue to use it in its current configuration.*

8.4.001 (a) Banner signs.

The banner sign requirements in the B³ are the same as within the previous Article 3.20. *No variance necessary.*

Article 8.3 i) Window Sign

a. Quantity: 1 per window max.
b. Area: 25% coverage per window
c. Width: n/a
d. Height: n/a
e. Depth / Projection: n/a
f. Clearance: 4 FT min.
g. Apex: n/a
h. Letter Height: 8 in max.

*The applicant is requesting one sign per window. The letters are proposed at 4 inches. No window measurements have been provided but the signs do not appear to exceed 25% of the area. If the applicant wishes to follow the previous code that does not limit letter height, then they will be limited to 10% of the total window area.*

Section 8.2.003 Variances

(d) The ZBA may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this Code will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter.

The Sign Administrator and ZBA shall consider:

(1) Special or unique hardship because of the size or shape of the property on which the Sign is to be located, or the visibility of the property from public roads.

*The site is located within an already established shopping center with internal drive aisle and existing larger wall signs.*

*(2)* Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a Sign is to be located.

*The applicant has included information in their justification letter that for the road speed, building location, and location of adjacent buildings and signs that allowing larger signage will allow for better visibility for motorist.*

(3) Proposed Sign location, configuration, design, materials and colors are harmonious.

*The signs are compatible with the existing buildings and signs in the area. As buildings and sites redevelop, signage will need to come into compliance with the code at that time.*

(4) The Sign and its supporting structure is in architectural harmony with the surrounding Structures.

*The signs will be wall mounted, with no visible rails, which meets the intent of the B³ Code.*

(5) Mitigation measures related to the Sign in question or other Signs on the same Premises.

*No mitigation is required for size variances in this instance as all signage will be appropriately located on the building façade and the pylon is not being expanded.*

(6) Demonstrated and documented correlation between the Variance and protecting the public health and safety.

*The proposed signage does not provide any detriment to public health and safety and will be easily visible for motorists without being distracting.*

(7) Whether the Sign could have been included in a Master Sign Plan. Master Sign plans are highly encouraged. The City will be more inclined to favorably consider a Variance request when the Variance is part of a Master Sign Plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the Sign for which a Variance is sought could have been included in a Master Sign Plan and considered in the course of a comprehensive review of the entire Project's signage.

*A Master Sign Plan is appropriate in this instance.*

(8) The Sign Administrator may authorize the remodeling, renovation, or alteration of a Sign when some nonconforming aspect of the Sign is thereby reduced.

*Not applicable.*

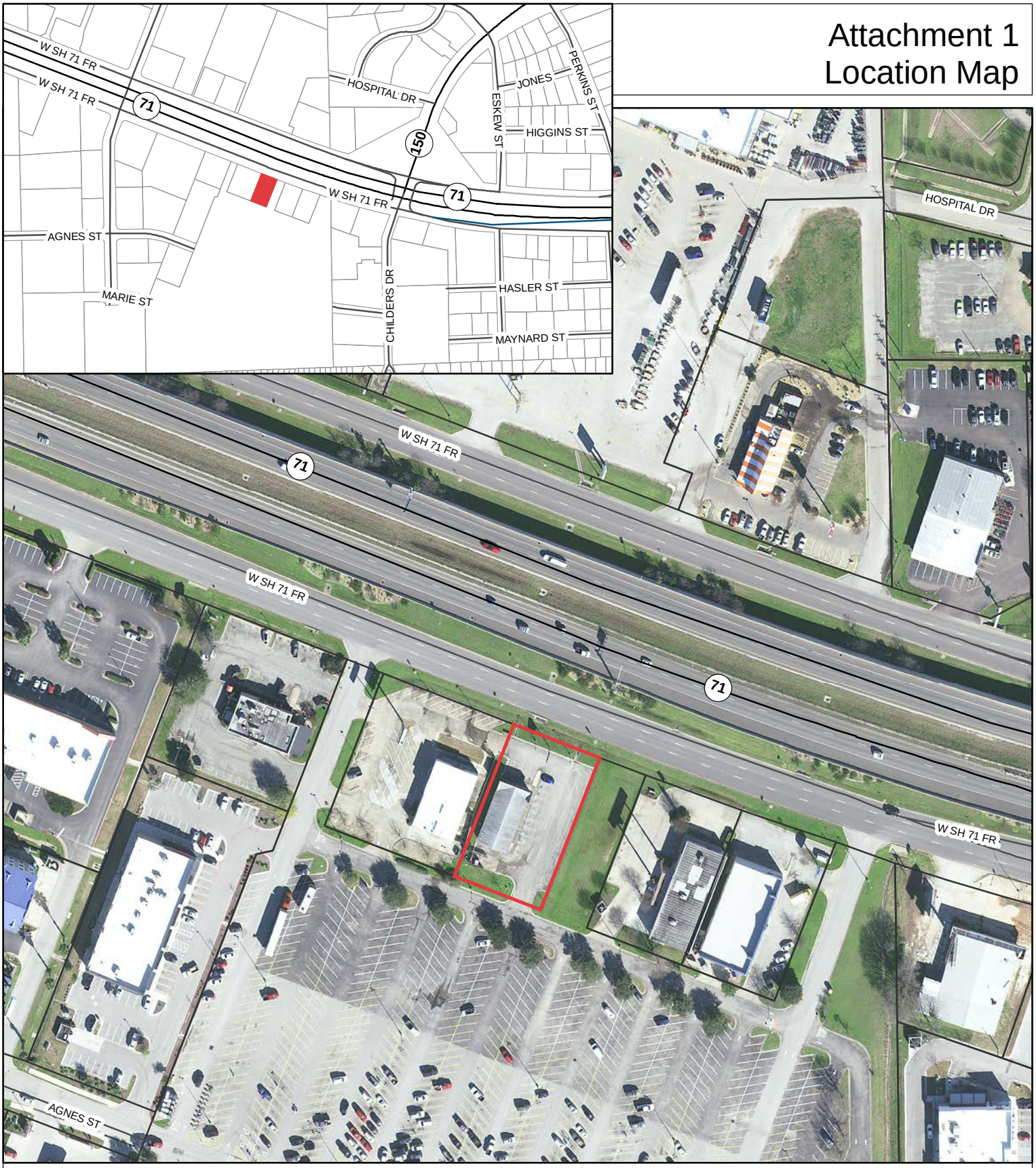
**RECOMMENDATION:**
The Sign Administrator agrees with the applicant's request to follow the previous Sign Code in effect before the adoption of the Bastrop Building Block Code.

Hold public hearing and consider action to **approve** variances from the Bastrop Building Block ($B^3$) Code, Chapter 8 – Signs, Article 8.3 (c) Band Signs for the number of signs, sign height, letter height exceeding the maximums, and continued use of the existing non-conforming internally illuminated pole sign on Bastrop West Commercial, Section 2, Lot 3B Resubivision, located at 484 (previously 490) State Highway 71, within the City Limits of the City of Bastrop, Texas.

**ATTACHMENTS:**

- Attachment 1: Location Map
- Attachment 2: Letter from Applicant
- Attachment 3: Requested Band Signs
- Attachment 4: Article 3.20 – Sign effective in 2018-2019
- Attachment 5: Notice to Property Owners
- Attachment 6: Bastrop Building Block ($B^3$) Code Sign Requirement

# Attachment 1
# Location Map




BASTROPTX
Heart of the Lost Pines
Est. 1832

0 50 100 200
Feet

## Cash Store Signage

1 inch = 150 feet

N

Date: 9/17/2020

Sign Administrator
c/o Jennifer C. Bills, AICP, LEED AP
Assistant Planning Director
City of Bastrop, TX

Re: Project Description Letter – 490-B W. SH-71, Bastrop, TX

Cottonwood financial has been working towards opening a new branch located at 490-B Hwy 71 in Bastrop, TX since early 2019.

We would like to proceed with this project however during the time of initial presentation and final lease, the city of Bastrop made significant changes to their ordinance. This new code labeled "B3" was placed on the planning and development page within cityofbastrop.org. However, when you go to that page the B3 is not listed at the top, you must scroll down to see a link to it. But there is a link at the top that lists Code of Ordinances which takes you to Municode website where article 3.20 -SIGNS is still listed as active. There is no text crossed out and nothing to indicate that that condition in article 3.20 – SIGNS no longer applies.

The first hint of the new ordinance to Cottonwood and the landlord came as a casual comment from a representative of the city planning department in a July 9th conference call about the city's requirement of a sidewalk installation and a green area in front of the store in lieu of three existing parking spaces in front of the store (which the landlord has agreed to do at the landlord's expense). At that time, it was asked if we could get approval on the signage. The comment was made "you are not even close".

It wasn't until July 20th, 2020 When the first planning review of signage came back and was pointing towards "B3", city planning Technician And GIS specialist Vivianna Nicole Andres replied on 7/20/20 that the code was adopted "at the end of last year, we have not gotten the Municode updated to reflect this change yet."

We are now being asked to change the planned signage for a project that has been ongoing since early 2019 to a code that was not readily available to us.

We hereby request a variance and relief.

In addition, please consider the proposed sign variance (Article 8.3.(c)) for the additional following reasons:

1. The subject site is located on eastbound frontage of Highway 71. The west elevation of the building is blocked completely until you are right on in by the neighboring property parcel ID 75204. Neighboring property is only approximately 20' from subject property. In addition, traveling along that section of Hwy 71 there are significantly larger pole signs and billboard reducing the effectiveness of the existing pole sign on site.
2. This building is 36.5' wide. The speed of traffic on this road is 40mph. A vehicle traveling 40 mph is moving at over 58 feet per second, meaning it takes less than 1 second for it to pass a building of 36'5' in length, render the allowable 18' maximum letters on the face of the building unreadable and useless.

3. Proposed sign locations, configurations and design are harmonious to the area. Within a 19 acre development area there are 23 businesses and 29 illuminating channel letters signs (3 of these signs are actually cabinets made to look like channel letters and 1 is simply a cabinet sign). 6 of these are on background panels like the design for Cash Store. See attached list of surrounding businesses and the amount and style of signage they have.

5. All the signs on the premises will be of consistent design and color providing a professional appearance to the property.

6. Granting the variance will allow for easily legible signage which has a direct correlation to the safety of both pedestrians and auto traffic. Traveling East on the frontage of Hwy 71 at 40mph, the proposed pylon sign has 22" letters. The distance for Easy Readability (average) of 22" letters is 220'. The very maximum with no obstructions (other vehicles, other signs) is 550'. The distance from the first entrance to the center is approximately 209'.

   Best case scenario is a vehicle can see that sign at 550'. Subtract the distance from where they would need to make the turn from when they saw the sign at 550' you get 330' to react and make that turn. 330' at 58' per second only allows 5.5 seconds of reaction time to hit the brakes, move to the right lane. Drivers will hit brakes hard, and change lanes causing a danger to the public.

   There is a second drive however that is approximately 370' from the pylon sign allowing an additional approximate 6 seconds to slow change lanes, should an accident not have occurred with missing the first driveway.

7. The signs are part of a master sign plan for Cash Store locations nationwide and are registered trademark with United States Patent and Trademark Office.

Sincerely,

Thomas Mathias
Managing Director of Real Estate
Cottonwood Financial
1901 Gateway Drive, Suite 200
Irving, Texas 75038
214.642.0229 (Cell)
972.753.0822 ext. 1225 (Office)

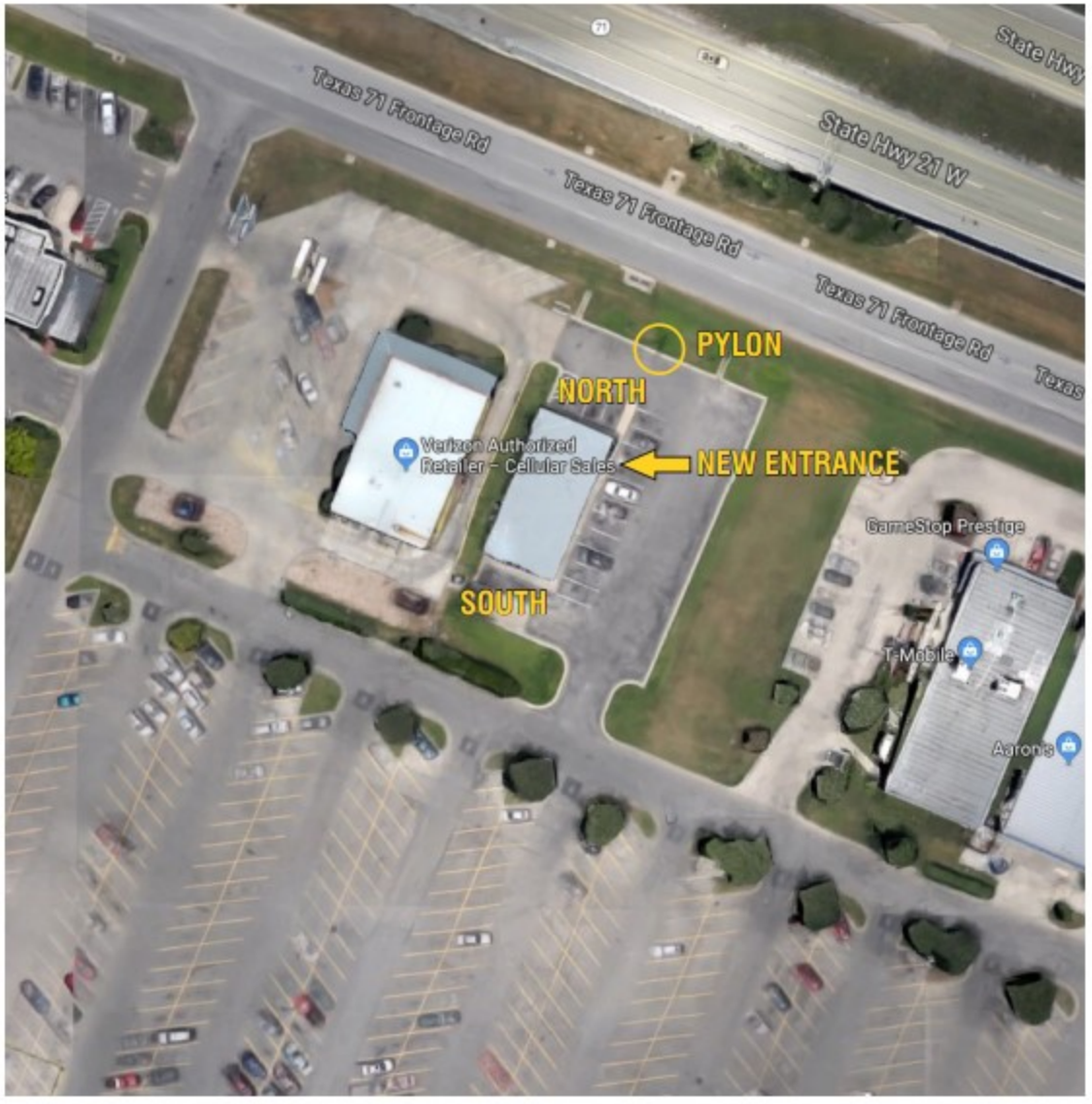
Supplement Project Description Letter – 490-B W. SH-71 Bastrop, TX

List of surrounding properties and respective signage.

1. Holiday Inn Express
   - 2 large sets of illuminated channel letters and logo
   - 1 very large pylon sign.
2. Guadalajara Mexican Restaurant.
   - 1 large set of illuminated channel letters.
3. Advance American Cash Advance
   - 1 set of illuminated channel letters
4. Great Nails
   - 1 set of Illuminated channel letters
5. Mail & Signs
   - 1 set of Illuminated channel letters
6. Radio Shack
   - 1 set of Illuminated channel letters
7. Sprint
   - 1 set of Illuminated channel letters
8. GNC
   - 1 set of Illuminated channel letters, and cabinet subcapsule
9. Super Cuts
   - 1 set of Illuminated channel letters
10. Schlotzsky's
    - 2 large sets of illuminated channel letters on a panel (similar design)
    - A Cinabon cabinet
    - 1 very large and tall pylon
11. Verizon
    - 2 large sets of illuminated channel letters
    - Billboard
12. GameStop
    - 2 large sets of illuminated channel letters
    - 1 panel on large shared pylon
13. T-Mobile
    - 1 large set of illuminated channel letters on a panel (similar design)
    - 1 panel on large shared pylon
14. Aarons
    - 2 large cabinet signs made to look like channel letters.
    - 4 sets of non illuminated letters approx. 18" tall.
    - 1 pylon appox same size as the one we are proposing to reface.
15. Riverwood Medical Clinic
    - 2 sets of illuminated channel letters
16. SportClips
    - 1 set of illuminated channel letters on a panel (similar design)

17. Fred Loya Insurance
    - 1 set of illuminated channel letters
18. The UPS Store
    - 1 set of illuminate channel letters on a panel (similar design)
19. Papa John's
    - 1 set of illuminate channel letters on a panel (similar design) with a logo cabinet mounted as well.
20. Mattress One
    - 1 set of Large illuminated channel letters on a panel (similar design)
21. Subway
    - 1 illuminated cabinet sign made to look like channel letters
22. Woodforest
    - 1 illuminated cabinet sign
23. Wal Mart
    - 1 large illuminated channel letters with accompanying logo
    - 3 sets non illuminated letters OVERY 18" tall.
    - 1 large pylon

# AERIAL




SIGNAGE PROPOSAL FOR: NORTH AND SOUTH ELEVATIONS & PYLON.

NOTE: NEW ENTRANCE TO BE CONSTRUCTED ON EAST ELEVATION BY OTHERS.

ID Pros

3021 RIDGE RD., STE 292
ROCKWALL, TX 75032
PHONE/FAX: 469-264-7171

ACCOUNT REP
DONNA LUKENBILL

| DESIGNER | DATE |
|---|---|
| JRL | 05.07.2019 |
| REVISION | PAGE TIME |
| 3 | 2.3 HOURS |



REVISION NOTES:

R2 - 08.16.2019 - Client chose OPTION A

R3 01.17.2020 - Removed products from NORTH ELEVATION signage

NOTE: PRIMARY ELECTRIC TO BE BROUGHT TO ALL SIGN LOCATIONS BY OTHERS. SIGNS CONNECTED ONLY IF POWER IS SUPPLIED WITHIN 3' OF INSTALLATION SITE.

NOTE: All possible improvements to match colors of the 3M films or Pantone matching system colors have been provided. No exact color scheme can be guaranteed, due to printing limitations, environmental factors, and other characteristics that change how we perceive color.

ELECTRICAL TO BE U.L. APPROVED & SHALL MEET 2008 N.E.C. STANDARDS

Underwriters Laboratories Inc.® listed ELECTRIC SIGN

# NORTH ELEVATION

**NOTE: NEW ENTRANCE TO BE CONSTRUCTED ON EAST ELEVATION BY OTHERS.**




27 ½" LETTER HEIGHT = 53.21 SQUARE FEET

SCALE 1:35

SCOPE OF WORK: FABRICATE, SHIP AND INSTALL ONE (1) NEW LED ILLUMINATED CHANNEL LETTER SIGN TO BE RACEWAY MOUNTED.
NORTH ELEVATION IS APPROXIMATELY 36.6' L ALLOWING FOR SIGNAGE UP TO 54.9 SF (36.6 X 1.5)
ALL MEASUREMENTS ARE ESTIMATED AND ARE TO BE FIELD VERIFIED PRIOR TO MANUFACTURE.

ID Pros

3021 RIDGE RD., STE 292
ROCKWALL, TX 75032
PHONE/FAX: 469-264-7171

ACCOUNT REP
DONNA LUKENBILL

| DESIGNER | DATE |
|---|---|
| JRL | 05.07.2019 |
| REVISION | PAGE TIME |
| 3 | 2.3 HOURS |



REVISION NOTES:

R2 - 08.16.2019 - Client chose OPTION A

R3 01.17.2020 - Removed products from NORTH ELEVATION signage

NOTE: PRIMARY ELECTRIC TO BE BROUGHT TO ALL SIGN LOCATIONS BY OTHERS. SIGNS CONNECTED ONLY IF POWER IS SUPPLIED WITHIN 3' OF INSTALLATION SITE.

NOTE: All possible improvements to match colors of the 3M films or Pantone matching system colors have been provided. No exact color scheme can be guaranteed, due to printing limitations, environmental factors, and other characteristics that change how we perceive color.

ELECTRICAL TO BE U.L. APPROVED & SHALL MEET 2008 N.E.C. STANDARDS
Underwriters Laboratories Inc.
ELECTRIC SIGN

# SOUTH ELEVATION

**NOTE: NEW ENTRANCE TO BE CONSTRUCTED ON EAST ELEVATION BY OTHERS.**



**NOTE: ONE LIGHT MUST BE REMOVED TO ACCOMMODATE SIGN PLACEMENT!**


22" & 12 5/8" LETTER HEIGHT = 53.96 SQUARE FEET

SCALE 1:30

SCOPE OF WORK: FABRICATE, SHIP AND INSTALL ONE (1) NEW LED ILLUMINATED CHANNEL LETTER SIGN TO BE RACEWAY MOUNTED.
SOUTH ELEVATION IS APPROXIMATELY 36.6' L ALLOWING FOR SIGNAGE UP TO 54.9 SF (36.6 X 1.5)
ALL MEASUREMENTS ARE ESTIMATED AND ARE TO BE FIELD VERIFIED PRIOR TO MANUFACTURE.

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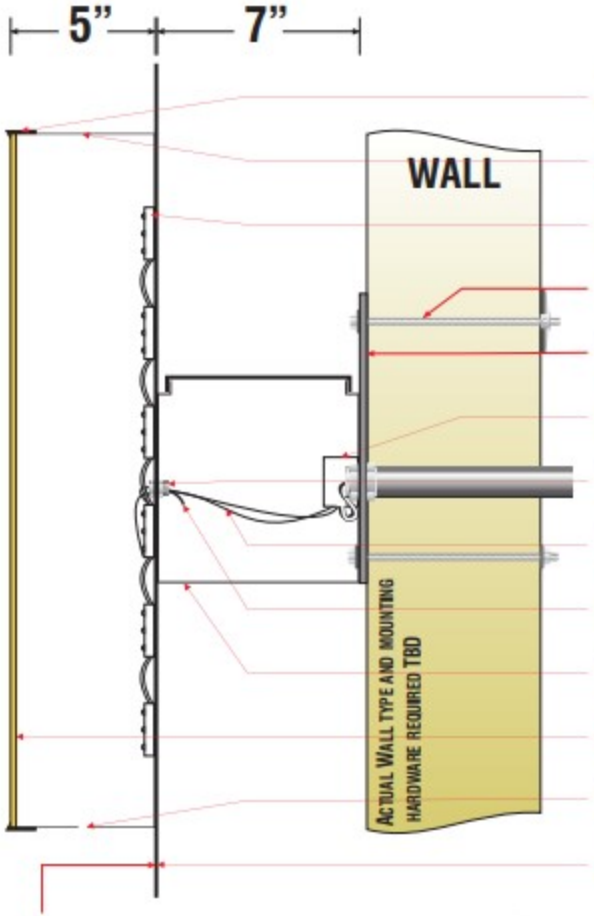
# LED CHANNEL LETTERS - RACEWAY MOUNTED




- 1” TRIM-CAP: BLACK
- 5” .040 ALUMINUM RETURNS: BLACK
- LED MODULE
- NON-CORROSIVE MOUNTING HARDWARE TBD
- ¼” ALUMINUM MOUNTING STRAPS
- LED POWER SUPPLY
- ½” CHASE NIPPLE
- LOW VOLTAGE WIRE TO LED POWER SUPPLY
- LOW VOLTAGE WIRE “JUMPS” BETWEEN LETTERS
- 7” X 7” ALUMINUM RACEWAY
- 3/16” ACRYLIC FACES: #2037 YELLOW
- ¼” WEEP HOLES: 2 PER LETTER
- .063” BACKGROUND PANEL: MATTE BLACK

NOTE: REGISTERED TRADEMARK SYMBOL “®” IS 3M #7725-15 YELLOW VINYL.
ALL MATERIALS AND COMPONENTS ARE UL LISTED AND ARE WITHIN UL STANDARDS.

UL LISTED

SIDE VIEW OF LED ILLUMINATED, RACEWAY MOUNTED CHANNEL LETTER SIGNS.
SIGNS TO BE INSTALLED AS HIGH AS POSSIBLE ON THE FAÇADE WITHOUT INTERFERING WITH THE ROOF LINE.
ALL MEASUREMENTS ARE ESTIMATED AND ARE TO BE FIELD VERIFIED PRIOR TO MANUFACTURE.

ID Pros

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ROCKWALL, TX 75032
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Underwriters Laboratories Inc.®
ELECTRIC SIGN

# PYLON




QTY: 2

SCALE 1:30

**SCOPE OF WORK: MANUFACTURE, SHIP AND INSTALL TWO (2) NEW .150" THICK #7328 WHITE SOLAR GRADE POLYCARBONATE FACES WITH 3M #3630-015 YELLOW AND 3M #3630-22 BLACK VINYL GRAPHICS APPLIED FIRST SURFACE.**

**ALL MEASUREMENTS ARE ESTIMATED AND ARE TO BE FIELD VERIFIED PRIOR TO MANUFACTURE.**

ID Pros

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ROCKWALL, TX 75032
PHONE/FAX: 469-264-7171

ACCOUNT REP
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REVISION NOTES:

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ELECTRICAL TO BE U.L. APPROVED & SHALL MEET 2008 N.E.C. STANDARDS
Underwriters Laboratories Inc.
ELECTRIC SIGN

# TWO-SIDED BANNER


# INTERIOR SIGN


SCOPE OF WORK: MANUFACTURE, SHIP AND INSTALL ONE (1) NEW TWO-SIDED BANNER.
13 OZ #015 YELLOW BANNER WITH HP BLACK VINYL COPY.
INTERIOR SIGN PROVIDED BY CASH STORE.

**ID Pros**

3021 RIDGE RD., STE 292
ROCKWALL, TX 75032
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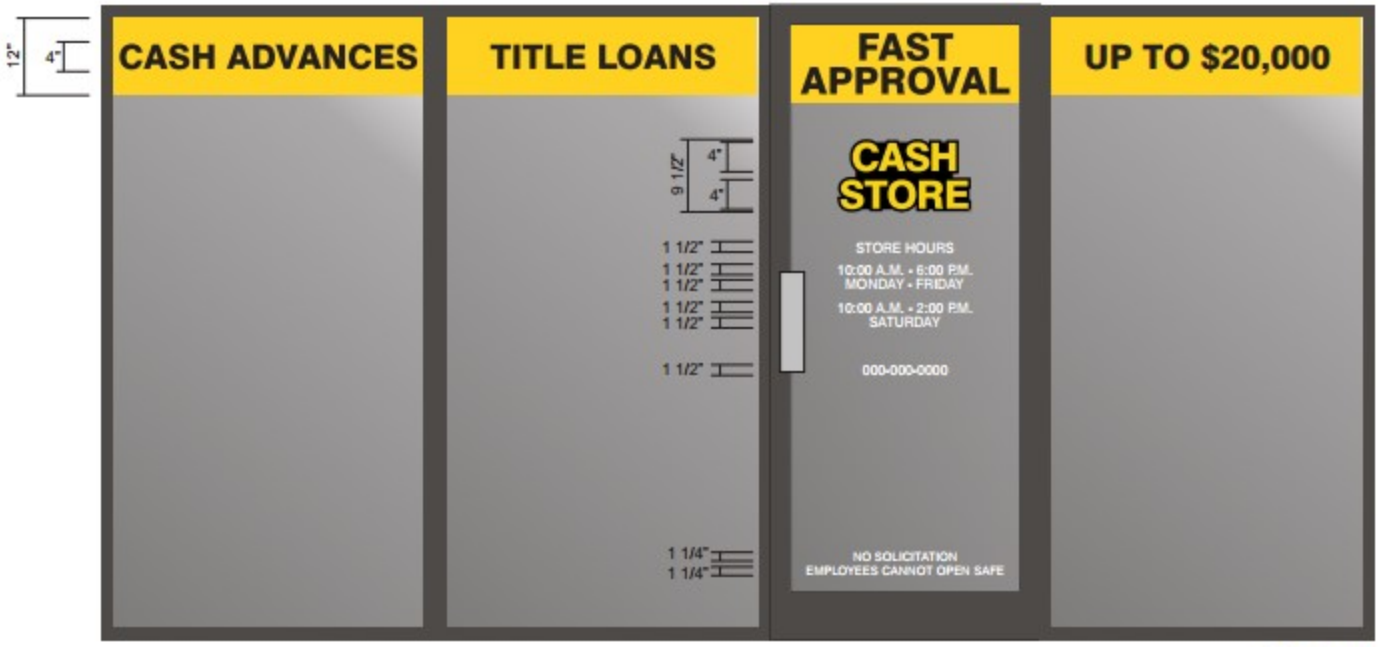
# WINDOW AND DOOR VINYL




SCALE : NTS

SCOPE OF WORK: MANUFACTURE, SHIP AND INSTALL ONE (1) NEW SET OF WINDOW AND DOOR VINYL.
"CASH STORE" LOGO LETTERS ARE 3M #7725-15 YELLOW VINYL WITH 3M #7725-22 BLACK VINYL OUTLINE.
ALL OTHER COPY AND BULLETS ARE 3M #7725-10 WHITE VINYL. ALL VINYL IS TO BE APPLIED FIRST SURFACE.
*EXACT COPY AND LAYOUT WILL VARY FROM LOCATION TO LOCATION. WINDOW DIMENSIONS TO BE SURVEYED FOR ACCURATE PLACEMENT.

## CITY CODE NOTES AND OTHER CRITERIA/CONSIDERATIONS

1.25 per linear of main entrance plus 25% for facades facing other drives.
72.3' x 1.25 = 90.625 sf
For having multiple facades facing drive aisles you get an additional 25%, 90.625 + (90.625 x .25) = 113.28 sf. The signage can be split between the north, east and south facades. Basically you can't get the bonus and then put it all on one wall.
The code doesn't give a specific ratio, but it should be somewhat evenly split, or not more than you could have put on one wall taken in isolation (so 36.6 ft X1.5 = 54.9 sf, remaining 58.38 sf can be split between other facades).

ID Pros
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Underwriters Laboratories Inc.
ELECTRIC SIGN

Article 3.2 – Signs

Sec. 3.20.015 - Standards for permanent signs

(2) *Building wall signs.*

(A) The maximum sign area shall be a ratio of the linear footage of the primary facade of the building in accordance with section 3.20.016.


**Illustration 3.20.015(2)(A)**

(B) Only one building facade with a primary entrance may be used to calculate wall signage.

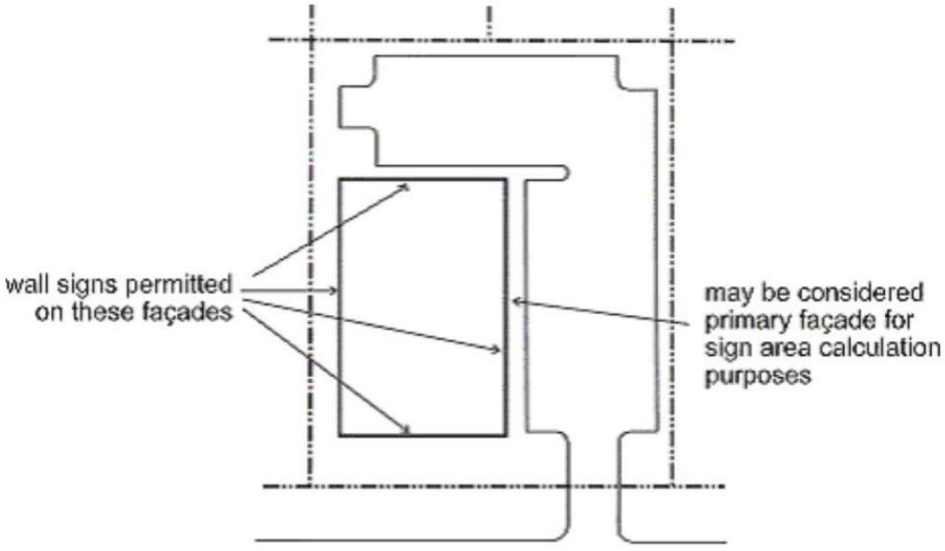



**Illustration 3.20.015(2)(B)**

(C) No wall sign shall extend above the roofline or parapet of the building to which the sign is attached.

(D) No building wall signs are permitted at a location higher than the second story sill level, or on or above the cornice line of any building.

(E) For buildings having multiple tenants, the allowable area shall be based on the individual frontage of each tenant.

(F) Directory wall signs are permitted as incidental signs in the business and neighborhood services sign category.

(G) Within the central business sign category:

(i) Design and construction must be appropriate to the era of significance and should not conflict with the architectural features of the structure.

(ii) When feasible, building wall signs should be located so that they align with others on the block.

(iii) Graphics painted directly on the building where the wall surface already has been painted are permitted. Signs proposed for previously unpainted rock or brick are not permitted, and historic ghost signs shall not be defaced or obscured.

(iv) Directory wall signs are permitted as secondary signs for buildings with multiple tenants in the CBD sign category.

(v) The light for a sign should be an indirect source focused directly on the sign. Fluorescent and sodium lighting is prohibited.

(vi) A secondary sign at an alley access that is not more than 40% of the primary business sign dimension is permitted for businesses having an alley entrance.

(16) *Window signs.*

(A) The maximum sign area is 20% of the window area. Any signs exceeding 20% shall be calculated against the maximum wall sign area permitted.

(B) Incidental signs exceeding 5% of the window area shall count towards the maximum window sign area.

(C) Within the central business sign category:

(i) A window sign should cover no more than approximately 30% of the total window area.

(ii) It may be painted on the glass or hung just inside the window.

(iii) Neon or phosphorescent lighting shall not exceed ten (10) percent of the total signage allowed and may only be placed in a window sign.

Sec. 3.20.016 - Sign dimensional standards by sign category

It is important to note that the dimensional standards listed below are maximums and that a sign is not required to reach the maximums allowed.

(1) *Building wall.* In CBD, the following are secondary signs: Directory/suspended.

(A) *Residential.* N/A.

(B) *Multifamily.*

(i) Area: Ratio of one square foot per linear foot of primary entrance facade; not to exceed forty (40) square feet maximum.

(1) *Building wall.* In CBD, the following are secondary signs: Directory/suspended.

(A) *Residential.* N/A.

(B) *Multifamily.*

(i) Area: Ratio of one square foot per linear foot of primary entrance facade; not to exceed forty (40) square feet maximum.

(C) *Neighborhood services.*

(i) Area: Ratio of one square foot per linear foot of primary facade.

(D) *Business.*

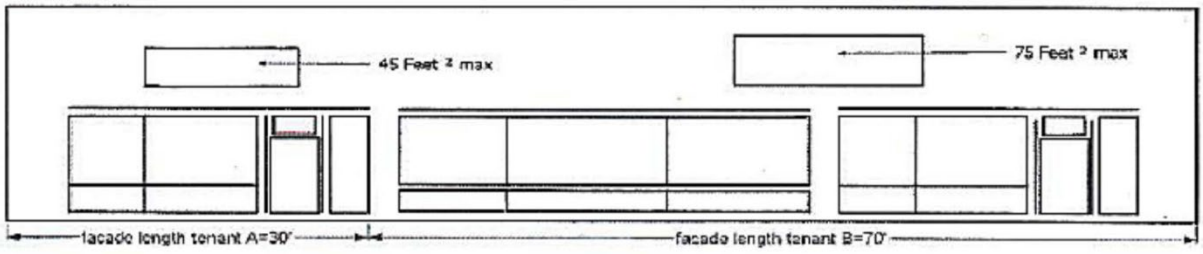
(i) Area:

a. Ratio of one and one-half square feet per linear foot of primary facade, up to a maximum of sixty-two and one-half (62.5) square feet, for buildings or tenant spaces with up to fifty (50) linear feet of primary facade.

b. Ratio of 1.25 square feet per linear foot of primary facade, up to a maximum of seventy-five (75) square feet, for buildings or tenant spaces with between fifty (50) and seventy-five (75) linear feet of primary facade.

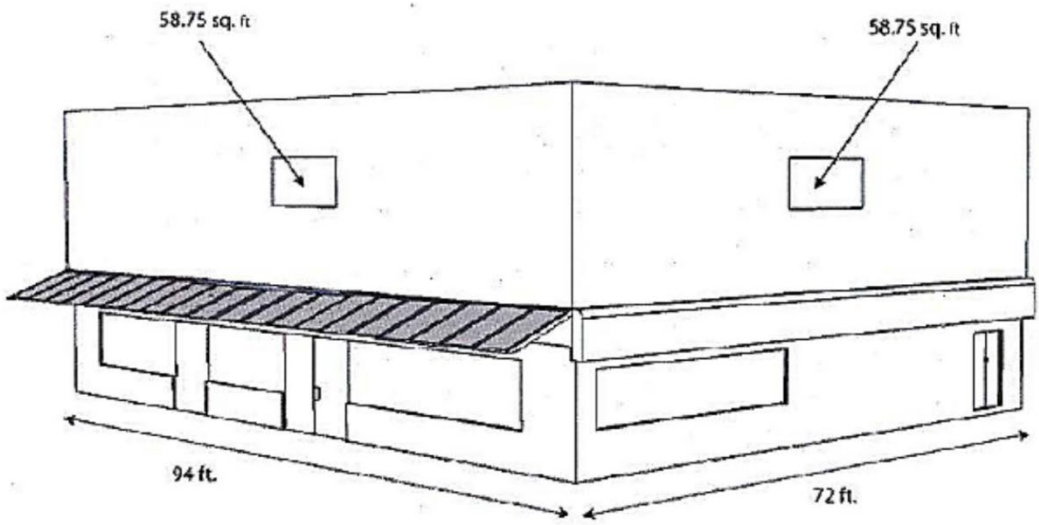
c. Ratio of one square foot per linear foot of primary facade for buildings or tenant spaces with greater than seventy-five (75) linear feet of primary facade.

d. For buildings or tenant spaces with more than one exterior building wall with exposure to vehicular traffic, the maximum area of wall signage may be increased by 25% if the sign area is split between at least two (2) signs located on different wall exposures visible to vehicular traffic.




Tenant A = 30' of linear storefront. 1.5 X 30 = 45 sq. ft. of sign area max

Tenant B = 70' of linear storefront. 1.25 X 70 = 87.5 sq. ft., but maximum = 75 sq. ft.




94 linear ft of primary façade with 2 building faces.. 1 X 94 = 94 sq. ft. max + (94 x .25) = 117.5 sq. ft.

Split evenly between 2 signs = 58.75 sq. ft. each

(2) *Banner signs.*

(A) Maximum sign area is forty-eight (48) square feet and not to exceed 75% of the building or lease space width upon which the sign is to be located.

(B) Maximum banner height dimension is four (4) feet.

(C) One banner sign may be placed on a building for up to two (2) weeks four (4) times per calendar year. The periods may be combined. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this article.

(D) All four (4) corners of a banner sign shall be securely attached to the building.

(E) Street banners announcing permitted community events may be placed over the public right-of-way in the CBD on Chestnut Street and Main Street as permitted by law. A maximum of one banner per block shall be permitted, and no more than two (2) banners per event shall be allowed.

**Notice of Pending Sign Variance Request**
**City of Bastrop**
**Zoning Board of Adjustment**

Dear Property Owner:

The **Zoning Board of Adjustment** will conduct a public hearing **Wednesday, October 7, 2020 at 6:00 pm** in City Council Chambers at 1311 Chestnut Street open to the public. Information to participate in the meeting virtually will be posted on the agenda at https://www.cityofbastrop.org/page/cs.board_agendas on the following request:

Public Hearing and consider action on variances from the Bastrop Building Block ($B^3$) Code, Chapter 8 – Signs, Article 8.3 (c) Band Signs for the number of signs, sign height, letter height exceeding the maximums, and continued use of the existing non-conforming internally illuminated pole sign on Bastrop West Commercial, Section 2, Lot 3B Resubivision, located at 484 (previously 490) State Highway 71, within the City Limits of the City of Bastrop, Texas.

Applicant(s)/Owner(s): Cottonwood Financial/Bastrop NNW LLC

Address(es): 484 HWY 71, Bastrop TX, 78602

Legal Description: Bastrop West Commercial, Section 2, Lot 3B (RESUB),

**The site location map and a letter from the property owner is attached for reference.**

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information or to provide comments on this project, you may contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, or mail the response card below to PO Box 427, Bastrop, Texas 78602.

✂ ----------

**PROPERTY OWNER'S RESPONSE**

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the request.
- ☐ I am opposed to the request.
- ☐ I have no objection to the request.

Property Owner Name: Bastrop TSW LLC

Property Address: 490 W Hwy 71 Bastrop, TX 78602

Mailing Address (if different than property address: 6218 Olympia Dr, Houston TX 77057

Phone (optional): _____ Email (optional): Sherry.willerson@gmail.com

Property Owner's Signature: Sherry Willerson

Sherry Willerson

Additional Comments (Optional):

Re: 484 HWY 71, Cash Store Sign Variance

BRADY & HAMILTON · WOMACK MCCLISH
Attorneys and Counselors

September 30, 2020

Mr. Alan Bojorquez
CITY ATTORNEY
City of Bastrop, Texas
Bojorquez Law Firm, PC
12325 Hymeadow Dr.
Austin, TX 78750

*Via email (Alan@TexasMunicipalLawyers.com)*

Mr. Trey Job
ASSISTANT CITY MANAGER
City of Bastrop, Texas
1209 Lindon Street
Bastrop, TX 78602

*Via email (tjob@cityofbastrop.org)*

Ms. Allison Land
PLANNING DEPARTMENT
City of Bastrop, Texas
PO Box 427
Bastrop, Tx 78602

*Via email (aland@cityofbastrop.org)*

Re: Zoning Board of Adjustment hearing on Cottonwood Financial Texas, LLC. regarding variance for signs

Dear Mr. Bojorquez, Mr. Job, and Ms. Land:

I am writing on behalf of Cottonwood Financial Texas, LLC in the above hearing that I understand is scheduled for October 8th. I will not be able to attend the hearing. Therefore I would request that this letter be included in the record of the hearing and considered as part of the application. I have asked the representative of Cottonwood to present it at the hearing and read it into the record on my behalf.

I believe the detrimental reliance facts contained in the "Reasons for Variance" that will be submitted by Cottonwood at the hearing constitutes a judicial estoppel that prevents the city from enforcing the sign ordinance under the unique circumstances of this case. FYI, a copy of that document is attached to this email. Another way of saying the foregoing is to consider Cottonwood's "detrimental reliance" as an additional category for granting the variance over and above those listed in the ordinance, i.e., a grounds for variance that is judicially imposed as a matter of case law. Please see the attached opinion in the City of White Settlement case from the Court of Appeals.

On behalf of my client, I would request that the variance be granted. If you would like to discuss it prior to the hearing, I am available.

Very truly yours,

*John McClish*

John McClish
Brady & Hamilton • Womack McClish
*john@bhlawgroup.com*
ATTORNEY FOR COTTONWOOD FINANCIAL TEXAS, LLC

JM/br
Enc: Reasons for Variance
*City of White Settlement vs. Superwash, Inc.*

# REASONS FOR VARIANCE

This is a summary of facts and reasons why Cottonwood Financial Texas, LLC should be allowed to have its signage under the old signage ordinance for its new store at the old Payless Store location at 490-B Highway 71 West in Bastrop.

1. Cottonwood Financial is the new tenant and Bastrop NNW, LLC is the building owner and landlord at the old Payless Store at the above location.

2. The new sign ordinance was adopted late last year. Neither landlord nor tenant was aware of its adoption since both were from out of town.

3. Before beginning negotiations on a lease for the building, Cottonwood checked the city's website to make sure the signage needed by Cottonwood was allowed under city ordinances. It was.

4. When negotiations were complete and before signing the lease, Cottonwood doublechecked the city's website to make sure the sign ordinance had not been changed. At that time the old sign ordinance was still on the city's website. There was no mention on the website that the ordinance had been changed in any way.

5. In reliance on the old ordinance that was still on the city's website, Cottonwood signed a long term lease on the site on January 20, 2020. The new ordinance had not yet been posted on the city's website at that time. The total rent and overhead that Cottonwood became liable for under the lease is well over $350,000 over the term of the lease, PLUS many thousands in other tenant finishout and startup expenses.

6. In reliance on the old ordinance that was still on the city's website, Cottonwood contracted with its sign provider to prepare the signs in front and in back of the building. The new ordinance had not yet been posted on the city's website at that time.

7. In reliance on the old ordinance that was still on the city's website, Cottonwood became legally obligated to pay for the signs at that time. The total cost was $15,344.00.

8. The signs were manufactured to specs that conformed with the old sign ordinance with Cottonwood still unaware of the ordinance change.

9. In reliance on the old ordinance that was still on the city's website, Cottonwood made application for approval of its signs (designed and to be built under the old ordinance).

10. On July 20, 2020, the city notified Cottonwood that sign application did not comply with the new ordinance, which was still not on the city's website at the time of such notice and rejection.

11. The signs are now sitting the in the sign builder's shop, awaiting a decision by the city on this variance application. Cottonwood cannot turn the clock back and cancel the liability to the sign company.

The aesthetic and design criteria under the new ordinance is not sufficient for successful operation of Cottonwood's business. Cottonwood would never have signed the lease and would never had gotten into this predicament if the city had not misrepresented the sign ordinance on its website at the critical times referred to above.

Cottonwood detrimentally relied on the city's website in signing the lease and would not have signed the lease if the new ordinance had been posted on the city's website at the time of lease signing.

Cottonwood detrimentally relied on the city's website in contracting for and incurring liability to pay for the manufacture of the signs.

The first hint of the new ordinance to Cottonwood and the landlord came as a casual comment from a representative of the city planning department in a July 9th conference call about the city's requirement of a sidewalk installation and a green area in front of the store in lieu of three existing parking spaces in front of the store (which the landlord has agreed to do at the landlord's expense).

It is only fair that the business community and the public should be able to rely on what the city asserts to be in its website. The foregoing is ample justification for the city to approve Cottonwood's proposed signage under the old ordinance.

Such a conclusion by the Zoning Board of Adjustment does not jeopardize the city's enforcement against others except in the rare situation when they have relied in good faith on the wrong information on the city's website. The public should not be placed in a position where they cannot rely on what is posted as the current rules or ordinances on the city's website.

Cottonwood Financial Texas, LLC

By Thomas Mathias, Managing Director of Real Estate

9/1/2020

Date

198 S.W.3d 770
Supreme Court of Texas.

CITY OF WHITE SETTLEMENT, Texas, Petitioner,
v.
SUPER WASH, INC., Respondent.

No. 04–0340.
|
Argued April 13, 2005.
|
Decided March 3, 2006.

**Synopsis**

**Background:** Car wash owner brought action against city to challenge the validity and enforceability of a zoning ordinance which placed conditions on the use of owner's property. The 236th District Court, Tarrant County, Thomas Wilson Lowe III, J., granted city's summary judgment motion. Owner appealed. The Fort Worth Court of Appeals, Lee Ann Dauphinot, J., 131 S.W.3d 249, reversed and remanded. Review was granted.

**Holdings:** The Supreme Court, Jefferson, C.J., held that:

[1] exception allowing estoppel when justice required it did not apply to city's erroneous issuance of building permit for car wash to construct exit without privacy fence between car wash and residential neighborhood, and

[2] as a matter of first impression, estoppel would interfere with city's performance of governmental functions.

Reversed in part and rendered.

West Headnotes (13)

[1] **Zoning and Planning** ⇐ Contracts for amendments; conditions

"Contract zoning" occurs when a governmental entity, such as a city, enters into a binding contract in which it promises to zone land in a certain way in exchange for a landowner's promise to use the land in a particular manner.

1 Cases that cite this headnote

[2] **Estoppel** ⇐ Questions for jury

The court, not the jury, determines whether exception applies allowing estoppel against government where justice requires its application and there is no interference with the exercise of its governmental functions.

10 Cases that cite this headnote

[3] **Zoning and Planning** ⇐ Estoppel or inducement

Exception allowing estoppel when justice required it did not apply to city's erroneous issuance of building permit for car wash to construct exit without privacy fence between car wash and residential neighborhood, and, thus, the city was not estopped from enforcing ordinance that required the fence; nothing indicated that the second exit or entrance was necessary, alternative remedies, such as variance or repeal of ordinance, existed, the owner could have discovered the ordinance before purchasing the lot, and the city did not receive any direct benefit from owner in exchange for the erroneously issued permit.

1 Cases that cite this headnote

[4] **Estoppel** ⇐ Estoppel Against Public, Government, or Public Officers

Justice may require estoppel against government if that is the only available remedy; conversely, the existence of alternative remedies weighs strongly against the doctrine.

2 Cases that cite this headnote

[5] **Estoppel** ⇐ Municipal corporations in general

Even if justice requires estoppel, a city will not be estopped if doing so would interfere with its ability to perform its governmental functions.

7 Cases that cite this headnote

[6] **Estoppel** Municipal corporations in general

Precluding a city from performing a specific governmental function in a single instance is not per se interference with its governmental functions; rather, in determining whether a case presents an appropriate instance in which to apply exception to estoppel, the relevant inquiry is whether estopping the city in a single instance will bar the future performance of that governmental function or impede the city's ability to perform its other governmental functions.

13 Cases that cite this headnote

[7] **Estoppel** Municipal corporations in general

In conducting inquiry into whether estopping city in a single instance will bar the future performance of that governmental function or impede the city's ability to perform its other governmental functions, the court should first determine what municipal governmental functions, if any, would be affected by estopping the city.

11 Cases that cite this headnote

[8] **Estoppel** Municipal corporations in general

"Governmental functions" within the meaning of prohibition against applying estoppel to city if doing so would interfere with its ability to perform its governmental functions generally are those that are public in nature and performed by the municipality as the agent of the state in furtherance of general law for the interest of the public at large.

9 Cases that cite this headnote

[9] **Estoppel** Municipal corporations in general

Generally, a court may estop a city only if it would not interfere with the city's ability to perform any act that the legislature has deemed, or that the court determines to be, a municipal governmental function.

6 Cases that cite this headnote

[10] **Estoppel** Municipal corporations in general

In the context of estopping a city's enforcement of a duly enacted ordinance, the court should consider whether estoppel will affect public safety, bar future enforcement of the ordinance, or otherwise impede the city's ability to serve the general public.

1 Cases that cite this headnote

[11] **Estoppel** Municipal corporations in general

A city should not be estopped if doing so would hinder its ability to ensure public safety.

1 Cases that cite this headnote

[12] **Estoppel** Municipal corporations in general

City may be estopped from enforcing ordinance, if doing so will not frustrate the purpose for which the ordinance was enacted or bar the city from enforcing the ordinance in the future.

2 Cases that cite this headnote

[13] **Zoning and Planning** Estoppel or inducement

Estopping city from enforcing ordinance that required privacy fence between car wash and street in residential neighborhood would interfere with its performance of governmental functions by precluding the city from employing its chosen method of regulating traffic and would remove some discretion in determining how to best protect public safety; the residents had sought the fence in order to prevent commercial traffic from directly accessing the residential street, and estopping the city would impede the

city's attempt to answer the concerns of residents in the neighborhood. V.T.C.A., Civil Practice & Remedies Code § 101.0215(a).

**Attorneys and Law Firms**

***771** Michael R. Burkett, Garrett & Burkett, Fort Worth, for petitioner.

Hal R. Ray Jr., Pope, Hardwicke, Christie, Harrell, Schell & Kelly, L.L.P., Fort Worth, for respondent.

**Opinion**

Chief Justice JEFFERSON delivered the opinion of the Court.

Super Wash, Inc., a car wash business, is seeking to estop the City of White Settlement from enforcing an ordinance that requires Super Wash to maintain a continuous fence along one side of its property. On competing motions, the trial court granted summary judgment for the City. The court of appeals reversed and remanded, holding that issues of material fact precluded summary judgment. We conclude that, under the circumstances presented, ***772** the City cannot be estopped from enforcing its zoning ordinance. We reverse the court of appeals' judgment in part and render judgment for the City.

**I**

**Background**

Super Wash's property was originally zoned for multi-family housing but was rezoned in 1986 for commercial use. Prior to that rezoning, area residents encouraged the City to impose restrictions on the commercial use to minimize vehicular traffic in their neighborhood. The City's ordinance contained language designed to meet those concerns:

> This change of zoning is expressly conditioned upon the owner and/or occupant, now or later, of this property constructing and thereafter maintaining a six-foot wooden privacy fence with brick columns on Longfield [Drive].[1]

City of White Settlement, Tex., Ordinance No. 837–86 (March 25, 1986) (the Ordinance). The Ordinance also contained a reversionary clause providing that, if the owner or occupant did not erect and maintain the fence, the property would revert to multi-family housing use. *Id.*

Super Wash was not aware of the Ordinance when it purchased the property in August 2000. At the start of construction, Super Wash submitted its site plan to the City for approval. The plan called for a curb cut and exit onto Longfield Drive and did not provide for a privacy fence separating the car wash from the neighborhood. Because the City's zoning map omitted any reference to the fence requirement, a City building official mistakenly approved Super Wash's site plan and issued a building permit on February 8, 2001. Within a week of the permit's issuance, residents in the abutting neighborhood brought the Ordinance to the City's attention and insisted that the car wash comply with it. On February 12, 2001, the City informed Super Wash that it was required to build a fence along Longfield Drive. On March 1, after construction was forty-five percent complete, the City informed Super Wash that it must also remove the planned exit onto Longfield Drive in accordance with the City's interpretation that the Ordinance required a continuous fence. Super Wash amended its site plan and, under protest, completed construction in line with the City's interpretation.

**[1]** Super Wash sued the City, claiming that the Ordinance: (1) was not uniformly applied to all commercially zoned property, (2) constituted impermissible contract zoning,[2] and (3) included a reversionary clause that impermissibly delegated the City's legislative power. Super Wash argued alternatively that the City should be estopped from enforcing the Ordinance. Both parties moved for summary judgment. The trial court granted the City's motion and denied Super Wash's motion. With attorney's fees the only remaining issue, the parties filed a joint motion for final judgment, which was granted.

Super Wash appealed, and the court of appeals affirmed the trial court on the uniformity and contract zoning issues. ***773** 131 S.W.3d 249, 257–59. Super Wash has not contested those holdings. The court reversed and rendered judgment that the reversionary clause was void and severable. *Id.* at 260–61. The City does not contest that holding. As to the estoppel issue, the court held there were issues of material fact regarding whether the City official's acts were authorized, whether this was the type of case that required estoppel, and whether the City would be prevented from exercising its governmental functions if it were estopped from enforcing the Ordinance. *Id.* Accordingly, the court of appeals reversed the trial court's judgment and remanded the case for trial. *Id.* at

261. We granted the City's petition for review to determine whether the court of appeals erred in remanding the estoppel issue. 48 Tex. Sup.Ct. J. 454 (Mar. 14, 2005).

## II

### Discussion

We have long held that a city cannot be estopped from exercising its governmental functions,[3] but have not thoroughly presented the reasons for that settled rule. *See City of Hutchins v. Prasifka,* 450 S.W.2d 829, 835 (Tex.1970) (city not estopped from enforcing zoning restrictions); *Rolison v. Puckett,* 145 Tex. 366, 198 S.W.2d 74, 77 (1946) (city not estopped from collecting taxes). In general, the rule derives from our structure of government, in which the interest of the individual must at times yield to the public interest and in which the responsibility for public policy must rest on decisions officially authorized by the government's representatives, rather than on mistakes committed by its agents. *See City of San Angelo v. Deutsch,* 126 Tex. 532, 91 S.W.2d 308, 310 (1936) ("[T]he city's public or governmental business must go forward, unimpeded by the fault, negligence or frailty of those charged with its administration.").

Decisions from the U.S. Supreme Court elaborate on these themes, and we find it useful to mention a few here. This line of cases makes clear that "equitable estoppel will not lie against the Government as against private litigants." *Office of Personnel Mgmt. v. Richmond,* 496 U.S. 414, 419, 110 S.Ct. 2465, 110 L.Ed.2d 387 (1990) (citing *Lee v. Munroe & Thornton,* 11 U.S. (7 Cranch) 366, 3 L.Ed. 373 (1813), *The Floyd Acceptances,* 74 U.S. (7 Wall.) 666, 19 L.Ed. 169 (1869), and *Utah Power & Light Co. v. United States,* 243 U.S. 389, 408–09, 37 S.Ct. 387, 61 L.Ed. 791 (1917)); *see also Federal Crop Ins. Corp. v. Merrill,* 332 U.S. 380, 68 S.Ct. 1, 92 L.Ed. 10 (1947). One reason for this is that barring estoppel helps preserve separation of powers; legislative prerogative would be undermined if a government agent could—through mistake, neglect, or an intentional act—effectively repeal a law by ignoring, misrepresenting, or misinterpreting a duly enacted statute or regulation. *See Richmond,* 496 U.S. at 428, 110 S.Ct. 2465 (noting that "[i]f agents of the Executive were able, by their unauthorized oral or written statements to citizens, to obligate the Treasury for the payment of funds, the control over public funds that the [Appropriations] Clause reposes in Congress in effect could be transferred to the Executive" ***774** ). Additionally, the interests of an individual seeking to estop a governmental entity must at times yield to the general public's interest in a government that is not encumbered by the threat of unlimited liability. *See Richmond,* 496 U.S. at 434, 110 S.Ct. 2465 ("[T]he inevitable fact of occasional individual hardship cannot undermine the interest of the citizenry as a whole."). Finally, the Supreme Court has noted that barring estoppel against the federal government protects the public fisc. *See id.* at 433, 110 S.Ct. 2465 ("[O]pen[ing] the door to estoppel claims would only invite endless litigation over both real and imagined claims of misinformation by disgruntled citizens, imposing an unpredictable drain on the public fisc.").

Not unlike the U.S. Supreme Court, we have held that the unauthorized act of a government official cannot estop a city's enforcement of a zoning ordinance. *See Prasifka,* 450 S.W.2d at 836; *City of Amarillo v. Stapf,* 129 Tex. 81, 101 S.W.2d 229, 232 (1937); *see also Edge v. City of Bellaire,* 200 S.W.2d 224, 228 (Tex.Civ.App.—Galveston 1947, writ ref'd). In *Prasifka,* for example, the property in dispute was zoned for residential use, but the city's planning commission passed a resolution changing the use to manufacturing. 450 S.W.2d at 834. Because the resolution was not a proper means of changing the land use and the city never enacted a new zoning ordinance, the land remained officially zoned for residential use. *Id.* at 833. Despite this, a city worker improperly changed the city's zoning map to reflect a change to manufacturing use. *Id.* at 834. Relying on the revised map, Prasifka purchased the land. *Id.* When the city attempted to enforce the residential zoning classification, Prasifka argued that the city should be estopped from contesting the validity of the resolution that changed the zoning to manufacturing. *Id.* at 833. We held that the city could not be estopped from enforcing its zoning laws based on the unauthorized alteration of the zoning map. *Id.* at 835–36.

**[2]** However, we also found "authority for the proposition that a municipality may be estopped in those cases where justice requires its application, and there is no interference with the exercise of its governmental functions." 450 S.W.2d at 836 (citing *City of Dallas v. Rosenthal,* 239 S.W.2d 636 (Tex.Civ.App.—Dallas 1951, writ ref'd n.r.e.)). We cautioned that this exception is available "only in exceptional cases where the circumstances clearly demand its application to prevent manifest injustice." *Id.* The court, not the jury, determines whether the exception applies. *See Burrow v. Arce,* 997 S.W.2d 229, 245 (Tex.1999) (courts must determine "the expediency, necessity, and propriety of equitable relief"). This

case presents an occasion to clarify the exception and reiterate its limited applicability.

**A**

**Estoppel When "Justice Requires"**

[3] Super Wash argues that the exception articulated in *Prasifka* should apply here, as this is a case in which justice requires estoppel. We have applied the exception in only one circumstance. In *Roberts v. Haltom City,* we held that a city could be estopped from enforcing a law that required a party bringing suit against the city to file a notice of claim within thirty days of injury. *Roberts,* 543 S.W.2d 75, 80 (Tex.1976). Roberts, the party seeking to estop the city from enforcing the notice of claim rule, presented evidence that city officials made misleading statements to her that led her to believe her claim would be "taken care of" and that the notice requirement was waived. *Id.* at 76–77. We held that whether Roberts reasonably relied on the misleading statements presented fact issues that precluded ***775** summary judgment. *Id.* at 80. Under those limited circumstances, the case presented an appropriate instance in which to recognize the exception articulated in *Prasifka. Id.* We made it clear, however, that we were not abandoning the general rule that a city cannot be estopped from performing its governmental functions. *Id.* Ten years after *Roberts,* we again held that the misleading statements of a city official could serve to estop a city from enforcing a notice of claim provision. *City of San Antonio v. Schautteet,* 706 S.W.2d 103, 105 (Tex.1986) (holding that "summary judgment is improper where there are genuine issues of material fact whether a city, through its officials, led the claimant to believe no further steps needed to be taken until the city completed its investigation").

*Roberts* and *Schautteet* illustrate the types of cases that may fall under the "justice requires" exception. In both, there was evidence that city officials may have affirmatively misled the parties seeking to estop the city and that the misleading statements resulted in the permanent loss of their claims against the cities. Evidence that city officials acted deliberately to induce a party to act in a way that benefitted the city but prejudiced the party weighs in favor of applying the exception articulated in *Prasifka. See, e.g., City of Austin v. Garza,* 124 S.W.3d 867, 875 (Tex.App.—Austin 2003, no pet.) (city that received a direct donation of land in exchange for land subject to an erroneous plat note could be estopped from later denying the validity of the plat note). Additionally, the complaining parties in *Roberts* and *Schautteet* would have been completely denied relief had the cities not been estopped, because only an equitable remedy could revive their otherwise extinguished claims.

[4] We are not persuaded that this is an exceptional case in which justice requires estoppel. Super Wash is seeking to estop the city from enforcing the fence requirement so that it can build a second entrance/exit to assist with traffic flow. The business has been operating for years without this second entrance/exit, and there is nothing in the record to indicate that it is necessary for its continued operation. This case is unlike *Roberts* or *Schautteet,* in which the party seeking to estop the city would have been *completely* denied relief had estoppel not applied. *See Roberts,* 543 S.W.2d at 80; *Schautteet,* 706 S.W.2d at 104. Additionally, there are other remedies available to Super Wash—such as seeking a variance or a repeal of the Ordinance—that it has yet to pursue. Justice may require estoppel if that is the only available remedy; conversely, the existence of alternative remedies weighs strongly against the doctrine.

Moreover, while it is true the City issued the building permit in error, the Ordinance was a matter of public record and discoverable by Super Wash before it purchased the lot. *See Davis v. City of Abilene,* 250 S.W.2d 685, 688 (Tex.Civ.App.—Eastland 1952, writ ref'd) (party seeking to estop city's enforcement of zoning ordinance charged with constructive notice of the ordinance and could therefore not rely on building permit issued by the city in violation of the law). The evidence also demonstrates that the City acted quickly—within days of learning of its error—to notify Super Wash of the Ordinance. *Cf. Krause v. City of El Paso,* 101 Tex. 211, 106 S.W. 121, 124 (1907) (city estopped after failing to enforce law for twenty years).

Finally, while Super Wash argues that the City should be estopped because it benefitted from adding a commercial business to its tax base due to the erroneously issued building permit, this benefit is simply too attenuated to establish grounds for equitable relief. This case is unlike *Garza,* ***776** in which the city received a large, direct donation of land in exchange for land that was subject to an erroneous plat note. *Garza,* 124 S.W.3d at 874. There, the court held it would be inequitable to allow a city to retain the benefit of donated land while denying the other party the right to enforce the note, upon which he relied in making the exchange. *Id.* at 875. In this case, however, there is no evidence that the city

received any direct benefit from Super Wash in exchange for the erroneously issued permit.

Therefore, Super Wash does not present an exceptional case in which justice requires estoppel.

**B**

**Interference with Governmental Functions**

**[5]** As we noted in *Prasifka,* even if justice requires estoppel, a city will not be estopped if doing so would interfere with its ability to perform its governmental functions. 450 S.W.2d at 836. Here, estopping the City from enforcing the Ordinance will prevent it from freely performing at least one of its governmental functions.

**[6]** This is our first opportunity to clarify what it means to "interfere" with a governmental function. We first note that precluding a city from performing a specific governmental function in a single instance is not *per se* interference with its governmental functions. Otherwise, every attempt to estop a city would be considered interference with a governmental function, and the exception stated in *Prasifka* could never apply. Rather, in determining whether a case presents an appropriate instance in which to apply the exception, the relevant inquiry is whether estopping the city in a single instance will bar the future performance of that governmental function or impede the city's ability to perform its other governmental functions.

**[7]** **[8]** **[9]** In conducting this inquiry, the court should first determine what municipal governmental functions, if any, would be affected by estopping the city. We define "governmental functions" generally as those that "are public in nature and performed by the municipality 'as the agent of the State in furtherance of general law for the interest of the public at large.' " *Gates v. City of Dallas,* 704 S.W.2d 737, 738–39 (Tex.1986) (quoting *City of Crystal City v. Crystal City Country Club,* 486 S.W.2d 887, 889 (Tex.Civ.App.—Beaumont 1972, writ ref'd n.r.e.)). We have previously determined that certain functions are governmental in nature. *See, e.g., City of LaPorte v. Barfield,* 898 S.W.2d 288, 291 (Tex.1995) (the hiring and firing of city employees); *City of Arlington v. Lillard,* 116 Tex. 446, 294 S.W. 829, 830 (1927) (traffic control). Other examples of governmental functions can be found in a 1987 amendment to the Tort Claims Act in which the Legislature specifically defined the phrase.[4] The statute supersedes the common-law definition of "governmental function" only if a claim falls under the Tort Claims Act;[5] however, ***777** the statute is helpful here because it contains a nonexclusive list of specific, municipal functions that the legislature has deemed governmental.[6] *See* Tex. Civ. Prac. & Rem. Code § 101.0215(a). Generally, a court may estop a city only if it would not interfere with the city's ability to perform any act that the Legislature has deemed, or that the court determines to be, a municipal governmental function.[7]

**[10]** **[11]** **[12]** More specifically, in the context of estopping a city's enforcement of a duly enacted ordinance, the court should consider whether estoppel will affect public safety, bar future enforcement of the ordinance, or otherwise impede the city's ability to serve the general public. A city should not be estopped if doing so would hinder its ability to ensure public safety. *Cf. City of Fredericksburg v. Bopp,* 126 S.W.3d 218, 223 (Tex.App.—San Antonio 2003, no pet.) (city could be estopped from enforcing a sign ordinance when there was no evidence that doing so would create a public safety hazard). The city may be estopped, however, if doing so will not frustrate the purpose for which the ordinance was enacted nor bar the city from enforcing the ordinance in the future. *See id.* (no evidence that estopping city from enforcing sign ordinance would give party an unfair business advantage or create a safety hazard, which were the two concerns the ordinance was enacted to address); *see also Dallas County Flood Control Dist. No. 1 v. Cross,* 815 S.W.2d 271, 284 (Tex.App.—Dallas 1991, writ denied) (city could be estopped, even though it could cost the city money, if doing so created no legal barrier to its performance of its governmental functions in the future).

**[13]** In this case, the court of appeals held that fact issues exist concerning whether the City's ability to perform its governmental functions would be impaired if it was estopped from barring the Longfield Drive exit. 131 S.W.3d at 260. The evidence demonstrates, however, that estopping the City would impede the City's attempt to answer the concerns of residents in the neighborhood abutting the commercially zoned property on which Super Wash now stands. The residents sought to have a fence erected along Longfield Drive in order to prevent commercial traffic from directly accessing the residential street. Assuming without deciding that estopping the City from enforcing the Ordinance would leave the City free to enforce other zoning laws, it would nevertheless preclude the City from employing ***778** its

chosen method of regulating traffic along Longfield Drive and, thereby, remove some of its discretion in determining how to best protect the public's safety, both of which are classic governmental functions. *See* Tex. Civ. Prac. & Rem. Code § 101.0215(a) (governmental functions are those exercised in the general public's interest and include the ability to regulate traffic); *Lillard,* 294 S.W. at 830 (traffic control is governmental in nature). Because estopping the City would interfere with its performance of its governmental functions, the exception stated in *Prasifka* does not apply.

**Conclusion**

We hold that the court of appeals erred in reversing and remanding on the estoppel question. We reverse its judgment in part and render judgment for the City. Tex. R. App. P. 60.2(c).

**All Citations**

198 S.W.3d 770, 49 Tex. Sup. Ct. J. 404

**III**

Footnotes

1 Longfield Drive separates the commercial property from the residential neighborhood.

2 "Contract zoning" occurs when a governmental entity, such as a city, enters into a binding contract in which it promises to zone land in a certain way in exchange for a landowner's promise to use the land in a particular manner. 131 S.W.3d 249, 257. Courts have held that contract zoning is invalid because, by entering into such agreements, the city impermissibly abdicates its authority to determine proper land use, effectively bypassing the entire legislative process. *Id.* (citing *City of Arlington v. City of Fort Worth,* 844 S.W.2d 875, 878 (Tex.App.—Fort Worth 1992, writ denied)). We have never addressed this issue, and it is not necessary to do so here.

3 The same does not hold true, however, when a city is performing its proprietary functions. *See Gates v. City of Dallas,* 704 S.W.2d 737, 739 (Tex.1986) (defining proprietary functions as "those functions performed by a city, in its discretion, primarily for the benefit of those within the corporate limits of the municipality" and holding that proprietary functions subject cities to the same duties and liabilities as those incurred by private parties); *City of Corpus Christi v. Gregg,* 155 Tex. 537, 289 S.W.2d 746, 750 (1956) (city acted within its proprietary capacity when it entered into an oil and gas lease and could therefore be estopped from later challenging the validity of the lease).

4 Determining whether a function is governmental in nature is critical under the Tort Claims Act, because the Act only applies when a city is acting in its governmental capacity; the Act does not apply when a city acts in its proprietary capacity. *See* Tex. Civ. Prac. & Rem. Code §§ 101.0215(a)-(b); *see also* Tex. Const. art 11, § 13 (providing that the Legislature may define municipal functions as either governmental or proprietary as well as reclassify a function already assigned a certain classification under prior statute or common law).

5 The Act's general definition of "governmental function" is very similar to the common law definition: "those functions that are enjoined on a municipality by law and are given it by the state as part of the state's sovereignty, to be exercised by the municipality in the interest of the general public." Tex. Civ. Prac. & Rem. Code § 101.0215(a). Thus, the main effect of the 1987 amendment was to classify some functions as governmental that courts previously deemed proprietary. *Mitchell v. City of Dallas,* 855 S.W.2d 741, 744 (Tex.App.—Dallas 1993) (noting that while under common law the operation of parks and zoos was deemed proprietary, the Act reclassified it as a governmental function), *aff'd,* 870 S.W.2d 21 (Tex.1994). In Tort Claims Act cases, the judiciary retains the ability to determine whether a function is governmental or proprietary in nature, so long as it is not specifically enumerated as a governmental function under section 101.0215(a). *City of Houston v. Sw. Concrete Const., Inc.,* 835 S.W.2d 728, 731 (Tex.App.—Houston [14th Dist.] 1992, writ denied).

6 The list includes "street construction and design," "regulation of traffic," and "zoning, planning, and plat approval." Tex. Civ. Prac. & Rem. Code §§ 101.0215(a)(3), (a)(21), (a)(29).

7 For example, while we did not reach this issue in *Roberts* and *Schautteet*—the only cases in which we have applied the exception articulated in *Prasifka*—there is no indication that estopping the enforcement of a notice of claim requirement (the ordinance at issue in those cases) in a single instance affects a city's ability to perform its other government functions or precludes the city from enforcing the notice requirement against other individuals in the future. *See Roberts,* 543 S.W.2d at 80; *Schautteet,* 706 S.W.2d at 105.

End of Document

# CHAPTER 8: SIGNS

## ARTICLE 8.1 SIGNS

### SEC. 8.1.001 INTENT

The intent of regulating Signs that are visible from the Public Frontage is to ensure proper dimensioning and placement with respect to existing or planned architectural features, to maintain or improve public safety, to maintain or improve the aesthetic character of the context where they are located, and to provide legible information for pedestrians, not just drivers.

### SEC. 8.1.002 PURPOSE

The purpose of a Sign permit is to authorize the display, erection, rebuilding, restructuring, expansion, relocation, or structural Alteration of any on-premise or Off-Premise Sign.

### SEC. 8.1.003 APPLICABILITY

These Standards apply to all property within the City Limits and the ETJ of the City of Bastrop as it exists at the time this Code was adopted and as it may be amended and expanded in the future.

### SEC. 8.1.004 ENFORCEMENT

(a) It is an offense for a person to violate, a section of this chapter designated as an offense commits a misdemeanor punishable by a fine. A violation occurs when a person violates or causes, allows, or permits a violation of this chapter.

(b) Each violation of this chapter designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this chapter if this offense involves:

(1) Placement of a Sign in the right-of-way;

(2) Placement of a Sign in another person's property without the person's permission; or,

(3) Placement of a Sign that encumbers access to a person's property or encumbers use of a Street, Sidewalk, trail, Path, or Driveway.

(4) Placement of a sign unlawfully situated in a required Sight Triangle.

## SEC. 8.1.005 PROHIBITED SIGNS

(a) All Signs are prohibited in the City Limits and the Extraterritorial Jurisdiction (ETJ) unless:

(1) Constructed, maintained, structurally altered, or improved pursuant to a valid permit when required under this Code; and,

(2) Expressly authorized under the City of Bastrop's B3 Code.

(b) Signs that cannot be expressly authorized include:

(1) Signs located in or projected over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way, except when attached to and projecting no more than 18 inches from a Building wall legally located at or near the right-of-way line in the City Limits or in the ETJ.

(2) Portable Signs.

(3) Off-Premise Sign (including Billboards) containing Commercial advertising for the sale, rent, or lease of goods, real property, or services.

(4) Signs with lights that blink, fluctuate, or move. Light rays must shine only upon the Sign and upon the property within the Premises where the Sign is located.

(5) Signs of a size, location, movement, coloring, or manner of illuminating that may be confused with or construed as a traffic control device.

(6) Signs that are attached to any utility pole or wire, traffic Sign, or public easement or are placed on government-owned property unless placed by written permission of the governmental entity.

(7) Signs that obstruct any fire escape, required exit, window, or door opening intended as a means of egress.

(8) Boxes, tires, or other goods stored in view of the Street, etc. that have large product identification that serves as a Sign.

(9) Feather Banners.

(10) Commercial Signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods, real property, or services.

(11) Balloon Signs.

(12) Inflatable Signs.

(13) Banners.

(14) Pennants.

(15) Pole Signs other than along Hwy. 71.

(16) Roof Signs (including Signs that are otherwise authorized but are placed on a roof or on a Mobile Food Vendor or vehicle).

(17) Signs placed or attached to trees, bushes, planters, benches, or other Pedestrian elements.

(18) Signs on trash receptacles except for Signs that are required by law, provide direction on the trash receptacle's use, provide safety instructions, or are otherwise customarily found on trash receptacles as a means of identifying the trash collection company.

(19) Flags with a Commercial message.

### SEC. 8.1.006 OFF-PREMISE SIGNS (BILLBOARDS)

(a) No permit for Alteration or relocation may be issued for an off-Premises Signs.

(b) Alteration. An off-Premises Sign may not be altered regarding amount of surface area, shape, orientation, Height, illumination, or location without the prior issuance of a Sign Alteration or relocation permit. Ordinary and routine necessary repairs that do not change the size, shape, orientation, Height, illumination, or location of an inventoried off-Premises Sign do not require an Alteration permit. A Sign Alteration permit expires if the approved modifications are not completed within 90 days of permit issuance.

(c) Maintenance. If the City finds that any off-Premises Sign is not maintained in good repair, the City will notify and order the owner to repair the Sign within 30 calendar days. If the City finds that the Sign Structure or Sign area of an off-Premises Sign has deteriorated more than 60% of its replacement value or is not repaired within 30 calendar days, the City shall notify the owner of the off-Premises Sign and the owner of the real property where the off-Premises Sign is located to remove the off-Premises Sign or poster panel from the property within a specified time. Replacement of more than 60% of an off-Premises Sign during one calendar year shall void the legal nonconforming status of the Sign and require immediate Removal or conformance with current Standards. All off-Premises Signs ordered to be removed shall be stricken from the authorized list.

(d) No existing billboard shall exceed 40 feet in Height from the ground level. No existing billboard shall interfere with the visibility of pedestrians or drivers of motor vehicles at Street intersections or otherwise obstruct traffic or create a traffic hazard.

### SEC. 8.1.007 NONCONFORMING SIGNS

(a) Signs in Existence Prior to this Code. A Sign existing on the effective date of the Development Code that violates this Article or any other ordinance, and a Sign that comes under the jurisdiction of this Chapter due to the expansion of the City, is a legal Nonconforming Sign and may be continued, repaired, and maintained in good condition, but may not be otherwise altered.

(b) Voluntary Removal. Voluntary Removal of a Nonconforming Sign for purposes other than maintenance shall terminate its status as a legal Nonconforming Sign. Replacing a Sign cabinet is not considered maintenance.

### SEC. 8.1.008 EXEMPTED SIGNS

(a) The following Signs authorized under this Section are authorized in every Place Type or property in the ETJ without a permit, unless specifically required below:

(1) Government Signs including Signs placed by the City, state, or federal government governing in their official capacity.

(2) Traffic control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic Control Devices.

(3) Signs required by this section.

(4) Signs required by other law, including federal, state, or local law, including a Sign that a property owner is required to post on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically; the owner must comply with the federal, state, or local law to post a Sign on the property.

(5) Official governmental notices and notices posted by governmental officers in the performance of their duties for regulatory purposes such as neighborhood crime watch areas, to identify Streets, or to warn of danger including those placed by the City, County, federal or state.

(6) Signs displayed on trucks, buses, trailers, mobile food vendors, or other vehicles that are less than 32 square feet and are being operated as motor vehicles, provided that the primary purpose of the vehicles is not for display of Signs and provided that they are parked in areas appropriate to their use as vehicles, are in operable condition, and carry a current and valid license plate and state inspection tag. Vehicle Signs shall conform to the following restrictions:

A. Vehicular Signs shall contain no flashing or moving elements;

B. Vehicular Signs shall not be attached to a vehicle so that the driver's vision is obstructed from any angle; and,

C. Signs, lights and signals used by authorized emergency vehicles shall not be restricted.

(7) Vending Machine Signs where the Sign Face is not larger than the normal dimensions of the machine to that the Sign is attached.

(8) Memorial Signs or tablets when cut into any masonry surface or attached to a Building when constructed of bronze or other metal up to 6 square feet as part of a Building.

(9) Real Estate Signs.

A. Signs containing the message that the real estate where the Sign is located is for sale, lease, or rent together with information identifying the owner or agent.

B. A real estate Sign may not exceed 4 square feet in size for Residential properties or 16 square feet in size for Nonresidential properties.

(10) Any Sign wholly within the confines of a Building and oriented to be out of view from outside the Building.

(11)Any Sign who wholly within the confines of a sports field or court and oriented to be out of view from outside the field or court. No Sign under this section may be larger than 32 square feet. The maximum Height for a field Sign shall not exceed 6 feet.

(12) A non-Commercial Sign that is carried by a person or is a bumper sticker on a vehicle.

(13) Business-related Signs on or visible through doors or windows indicating: store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed. These Signs will not count towards the cumulative Sign area limits so long as their total cumulative Sign area does not exceed 5 square feet.

(14) Changing a Commercial message to a noncommercial message on any legal Sign surface. Any Sign surface where a Commercial message may contain a noncommercial message.

### SEC. 8.1.009 SIGNS REQUIRING A PERMIT

(a) Building Signs:

A Building Sign is an on-Premises Sign that is directly attached to, erected on, or supported by a Building or other Structure having a principal function other than the support of such Sign.

(1) Building Signs Types:

A. Address Sign

B. Awning Sign

C. Band Sign

D. Blade Sign

E. Marquee Sign

F. Nameplate Sign

G. Outdoor Display Case Sign

H. Window Sign

(2) General Requirements:

A. Size. The maximum size of the sum of the area of all Building Signs may not exceed 15% of the Facade area of the tallest floor.

B. Number. More than one Building Sign may be erected, provided the total surface area allowed is not exceeded.

C. Height. No Building Sign may extend above the parapet wall or roof line of the Building.

D. Projection / Clearance. With the exception of a blade Sign, no Building Sign may project more than 6 inches from the Building wall. All Signs that project more than 6 inches from the wall must maintain a clear Height of 8 feet above the ground.

E. Illumination. Building Signs may only be externally illuminated. No Sign may be illuminated except during operating hours of the use with which it is associated. Lighting shall be directly directed down toward the Sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. All Standards must meet the the Lighting Standards within this Code.

(b) Freestanding Signs:

A Freestanding Sign is an on-Premises Sign not directly attached to, erected on, or supported by a Building or other Structure having a principal function other than the support of such Sign, but instead attached to, erected on, or supported by some Structure such as a pole, frame, or other Structure that is not a part of the Building.

(1) Freestanding Signs Types:

A. Sidewalk Sign

B. Yard Sign

(2) General Requirements:

A. Size. Allocation of Sign area is based on the linear Frontage of the Project Site. A maximum Sign area of 1 square foot for each 2 linear feet of Frontage, provided that the maximum surface area does not exceed 16 square feet.

B. Number. One Freestanding Sign is allowed on any Lot. If a Master Sign Plan is approved, two Freestanding Signs may be allowed on a Lot or Project having a minimum Frontage of 300 feet.

C. Illumination. Freestanding Signs may only be externally illuminated. Lighting shall be directly directed down toward the Sign and shielded so that it does not shine directly into a public right-of-way and does not interfere with the safe vision of motorists or people passing by. All Standards must meet the City's Code.

(c) Monument and Pole Signs:

A Freestanding Sign with single or multiple tenants, no more than 35 feet in Height, and having a ratio of less than 4:1 Sign width to narrowest width of support structure.

### SEC. 8.1.010 ON-PREMISES FREESTANDING SIGNS (MONUMENT SIGN)

(a) Allowed Signs and Standards. Permanent on-Premises Freestanding Signs are subject to the following Standards:

(1) The number of these Signs on a Premises is limited to one per Street frontage. The following are not counted in this limitation:

A. Directional Signs up to 12 square feet in area, provided the number of these Signs does not exceed the number of driveways; and

(b) Maximum Height

(1) The maximum Height of any on-Premises Signs shall not exceed the following:

A. 35 feet along all Thoroughfares within P5 Place Types.

(c) Maximum Sign Area.

(1) A Signs Height to width ratio may not exceed 4:1.

### SEC. 8.1.011 SIGN PERMIT REQUIREMENTS

(a) Applications for a Sign permit must be processed through the City pursuant to this Code.

(b) Requirements. Except as otherwise provided for herein, no Sign shall be erected, posted, painted, or otherwise produced, changed, or reconstructed, in whole or in part, within the City Limits and ETJ of the City without first obtaining a permit.

(c) Applications: Application for a permit required by this Code shall be made upon forms provided by the City. The Application for Sign permits shall contain all information, drawings, and specifications necessary to fully advise the City of the type, size, shape, location, Place Type Zoning District, if within City Limits, Construction, and materials (if in Historic District) of the proposed Sign, and the Building Structure or Premises where it is to be placed. Drawings shall also show all existing Signs on the property. An Application is not considered complete until all necessary information listed in this Code are provided with the Application.

(d) Application for permit. An application for a Sign permit must be Filed with the City. An Application for any Sign must state the date when the owner intends to erect the Sign.

(e) All Applicants must provide sufficient proof, to be determined by the City, showing a real property ownership interest in the property where the Sign will be

located or sufficient proof of authorization from the real property owner for Sign placement on the property.

(f) An Application shall include:

(1) Name, address, and telephone number of the owner of the Sign;

(2) Name, address, and telephone of lessor sponsoring the Sign, if any;

(3) Name, address, and telephone number of the contractor, if any, installing the Sign;

(4) Name, address, and telephone number of the property where the Sign is to be installed;

(5) Date when it is to be installed;

(6) Place Type Zoning District, if in the City Limits, where the proposed Sign will be located;

(7) Any Warrant that will be requested or has been approved; and,

(8) An illustration or photograph including the location, appearance, and dimensions of the proposed Sign.

(9) An illustration or photograph of the position of the Sign on a Building or on the ground in plain view, drawn to scale, and Elevation views, drawn to scale.

(10) If required by the City, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction and in any amount required by this chapter or by the Building Code or other laws adopted by the City.

(11) An application is not considered complete unless all the above information is provided with the Application.

(g) The City shall promptly process the Sign permit Application and approve the Application, reject the Application, or notify the Applicant of deficiencies in the Application within 21 calendar days after receipt. Any Application that complies with all provisions of this Code, the Building Code, and other applicable laws, Standards, and ordinances shall be approved after inspection and approval of the plans and the Site.

(1) If the Application is rejected, the City shall provide in writing a list of the reasons for the rejection. An application shall be rejected for non-compliance with the terms of this Code, Building Code, B$^3$ Technical

Manual or other applicable law, Standards, or ordinance. If the permit Application does not comply with the City ordinances after resubmission and review by City and no variances have been applied for, the Applicant must pay a reapplication fee before the City will review the Application again.

(2) If no action is taken by the City within 21 calendar days after receipt, the City shall not collect a fee for the Sign permit Application. The City then shall approve or reject the Application as soon as practical after the 21-day deadline. A new 21-day deadline begins at each submission. However, if the City has not approved or rejected the permit within 45 calendar days after the completed Application is Filed, the Applicant can file a complaint to the ZBA as if the permit had been denied.

(h) Duration and revocation of permit. If a Sign is not completely installed within 6 months following the issuance of a Sign permit, the permit shall be void. The City may revoke a Sign permit under any of the following circumstances:

(1) The City determines that information in the Application was materially false or misleading;

(2) The Sign as installed does not conform to the Sign permit Application;

(3) The Sign violates this Code, Building Code, $B^3$ Technical Manual, or other applicable law, standard, or ordinance; or

(4) The City determines that the Sign is not being properly maintained or has been abandoned.

(i) Appeals. If the City denies a permit, the Applicant may Appeal through Warrant granted by the Planning & Zoning Commission.

(j) All applications for permits shall include a drawing to scale of the proposed Sign and all existing Signs maintained on the Premises and visible from the right-of-way, a drawing of the Lot plan or Building Facade indicating the proposed location of the Sign, and specifications for its Construction, Lighting, motion, and wiring, if any. All drawings shall be of sufficient clarity to show the extent of the work.

(k) Qualifications. Only those individuals who properly obtained a permit by the City, the City's designee, or other statutorily required permit or approval shall receive a permit to erect or alter any Sign. Permits for the

installation, erection, or Alteration of any electrical components on a Sign shall be issued only to those individuals who hold a Commercial Sign operator's license and master electrician's license. It is an offense for any person licensed under the provisions of this Code to obtain a permit on behalf of, or for the benefit of, any unlicensed person whose Business activities are such that such unlicensed person would need a license to obtain a permit.

(l) Conditions for issuing permits. No permit for the erection or Alteration of any Sign over any Sidewalk, Alley, or other public property, or on or over any roof or Building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, at which time the Sign shall be immediately removed by the Responsible Party, who will also be liable under the penalties provided for in this Code.

(m) Issuance. A new permit shall not be issued when:

(1) An existing billboard (off-Premises) Sign is in a deteriorated, unsafe, or unsightly condition.

(2) A Sign on the Premises is not in compliance with this Code.

(3) Authorization of the property owner where the Sign is to be placed has not been obtained.

(4) Inspection. Any Sign that a permit is issued shall be inspected after its erection for conformity to the provisions of this Code.

(5) Fees. No permit shall be issued until applicable fees have been paid to the City. Fees may be subject to change without prior notification. The Sign permit fee schedule shall be in accordance with the fee schedule enacted by the City Council and located at City Hall.

(6) Before any permit may be issued for a new Sign under this chapter, the Responsible Party shall modify or remove any of its own nonconforming Signs and Sign structures displayed or erected on the same property that the permit is being sought, so that all the Signs and Sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate Signs, banners, temporary Signs, or Sidewalk Signs. This provision does not apply to nonconforming Signs with a Variance.

## ARTICLE 8.2 MASTER SIGN PLANS

(a) A Master Sign Plan is a comprehensive document containing specific regulations for an entire Project's Signs. Master Sign Plans are appropriate for Planned Development Districts, Master Planned Developments, development agreements or in the case where a Project applicant is seeking several variances to the Signs Chapter of the B$^3$ Code. Master Sign Plans may be submitted with Zoning Concept Schemes or Neighborhood Regulating Plans.

(1) Master Sign Plans for areas with a multi-unit complex are highly encouraged to meet the unique needs of each multi-unit complex.
(2) All owners, tenants, subtenants and purchasers of individual units within the Development shall comply with the approved Master Sign Plan.

### SEC. 8.2.001 APPROVAL OF MASTER SIGN PLANS

(a) A Responsible Party that seeks approval of a Master Sign Plan must file a request for a Master Sign Plan with the Sign Administrator along with a Sign permit fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

(b) Once the necessary documentation has been provided to the Sign Administrator, the Sign Administrator may administratively deny or approve the Master Sign Plan, with or without conditions.

(c) The Sign Administrator may determine to present the Master Sign Plan to the City Council for approval or denial in lieu of Administrative Approval.

(d) If the Responsible Party disagrees with a decision of the Sign Administrator to deny a Master Sign Plan, or disagrees with the conditions placed on a Master Sign Plan by the Sign Administrator, the Responsible Party may submit a written request that the City Council review the Master Sign Plan request, the supporting documents, and the Sign Administrator's decision. The City Council can affirm, reverse, or modify the decision of the Sign Administrator.

(e) The City Council has final authority to approve a Master Sign Plan or conditions on a Master Sign Plan.

(f) A Master Sign Plan ordinance can modify Variance procedures for its specific property.

### SEC. 8.2.002 PROCEDURE FOR VARIANCES TO MASTER SIGN PLANS

(a) A Responsible Party that wants a Variance from a Master Sign Plan adopted under this chapter must file a request for Variance with the Sign Administrator along with a Variance fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

(b) Once the necessary documentation has been provided to the Sign Administrator, the Sign Administrator may administratively deny or approve a Variance, with or without conditions, from an adopted Master Sign Plan if the change is related to:

(1) Change the location of the Sign within the area designated by the Master Sign Plan;

(2) Change the location of the Sign within the right-of-way or into the right-of-way so long as a license agreement is presented and approved by the Sign Administrator;

(3) Change illumination of the Sign so long as the illumination complies with Section 6.5.004 - Outdoor Lighting;

(4) Change of Sign Face so long as the size of the Sign Face is not increased;

(5) Change in number of panels or size of panels on a Monument Sign so long as total size of Sign Face is not increased; or

(6) Change in letter size or line number so long as total size of Sign Face is not increased.

(c) Administrative Approval is not allowed and Variance procedures in Section 8.2.003 - Variances - shall be followed if:

(1) Additional Signs are requested;

(2) Increase in the size of the Sign is requested;

(3) Change in Sign type is requested;

(4) Increase in the Height of the Sign is requested; or

(5) The Sign Administrator determines the Variance request shall be reviewed in the regular Variance process.

(d) If the Responsible Party disagrees with a decision of the Sign Administrator to deny a Variance request, or disagrees with the conditions placed on a grant of a Variance by the Sign Administrator, the Responsible Party may submit a written request that the ZBA review the Variance request, the supporting documents, and the Sign Administrator's decision. The ZBA can affirm, reverse, or modify the decision of the Sign Administrator.

(e) The ZBA has final authority to approve a Variance or conditions on a Variance.

(f) A Master Sign Plan ordinance can modify Variance procedures for its specific property.

### SEC. 8.2.003 VARIANCES

(a) A Responsible Party that wants a Variance from the Sign Chapter of the B$^3$ Code must file a request for Variance with the Sign Administrator along with a Variance application fee, as stated in the City's most recent fee schedule. The Sign Administrator will indicate what documentation the Responsible Party must provide in support of the request.

(b) Once the complete and necessary documentation has been provided to the Sign Administrator, the Sign Administrator shall review the request and make a determination based on the documentation provided by the Responsible Party.

(c) The Sign Administrator may, in specific cases and subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this Chapter will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter:

(1) Permit a Variance for a noncommercial or Commercial Sign of the Setback, effective area, size of internal components of a Sign so long as total size of Sign Face is compliant, or Height requirements of this Chapter;

(2) Authorize one additional Sign on Premises more than the number permitted by this Chapter; or

(3) Approve an increase in Height up to four (4) feet.

(d) Other requests for variances shall be forwarded to the ZBA. The ZBA may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the

requirements of this Code will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the City and its citizens in accomplishing the objectives of this Chapter.

The Sign Administrator and ZBA shall consider:

(1) Special or unique hardship because of the size or shape of the property on which the Sign is to be located, or the visibility of the property from public roads.

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a Sign is to be located.

(3) Proposed Sign location, configuration, design, materials and colors are harmonious.

(4) The Sign and its supporting structure is in architectural harmony with the surrounding Structures.

(5) Mitigation measures related to the Sign in question or other Signs on the same Premises.

(6) Demonstrated and documented correlation between the Variance and protecting the public health and safety.

(7) Whether the Sign could have been included in a Master Sign Plan. Master Sign plans are highly encouraged. The City will be more inclined to favorably consider a Variance request when the Variance is part of a Master Sign Plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the Sign for which a Variance is sought could have been included in a Master Sign Plan and considered in the course of a comprehensive review of the entire Project's signage.

(8) The Sign Administrator may authorize the remodeling, renovation, or alteration of a Sign when some nonconforming aspect of the Sign is thereby reduced.

(f) Where a permit was required for a Sign's erection according to the law in effect at the time the Sign was erected and where the Sign Administrator finds no record of a permit being issued, the Sign Administrator may authorize the issuance of a replacement permit when, from the evidence presented, the Sign Administrator finds either that a permit was issued or that arrangements were made with a sign company to obtain such permit.

(g) If a Variance applicant wishes to appeal the decision of the Sign Administrator, the applicant shall file for an appeal with the ZBA within10 days of receipt of the Sign Administrator's decision. The ZBA shall consider the appeal at its next regular meeting or as soon as practicable. The ZBA shall either:

(1) Approve, reject, or approve upon condition the Variance Application, if any, at its meeting;

(2) Postpone its decision on the request of the applicant; or,

(3) Postpone its decision to its next regular meeting for good cause based on need for further review by the board of adjustment. Upon approval by the board of adjustment, the Sign permit and variances, if any, the permit shall be issued by the city administrator or the administrator's designee.

### SEC. 8.2.004 CONDITIONS

(a) The Sign Administrator or ZBA may impose conditions upon the granting of a Variance under this chapter. Such conditions must be related to the Variance sought and be generally intended to mitigate the adverse effects of the Sign on neighboring tracts and the general aesthetic ambiance of the community. A non-exhaustive list of examples of conditions include increased setbacks, added vegetation, muted colors, and decreased Lighting. The ZBA may condition Sign variances on the Responsible Party bringing other existing, nonconforming Signs into compliance with current regulations. A Responsible Party's failure to comply with conditions placed on a Variance may result in the ZBA voiding the Variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

**a)**

| | PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|---|
| ADDRESS SIGN |  | P | P | P | P | a. **Quantity**: 1 per Address max.<br>b. **Area:** 2 sf max.<br>c. **Width:** 24 in max.<br>d. **Height:** 12 in max.<br>e. **Depth / Projection:** 3 in max.<br>f. **Clearance:** 4.5 ft min.<br>g. **Letter Height:** 6" max. |
| DESCRIPTION | Address Signs shall be made easily visible through the use of colors or materials that contrast with their background and shall be attached to the Facade or Principal Entrance of the unit they identify. | | | | | |
| SIGN DETAILS | i. Address Sign numerals applied to a House-form Residential, Commercial, or office buildings shall be between 4 and 6 inches tall. Address Sign numerals applied to individual Dwelling units in apartment buildings shall be at least 2 inches tall.<br>ii. Address Signs shall be easily visible by using colors or materials that contrast with their background.<br>iii. Address Signs shall be constructed of durable materials.<br>iv. The address Sign shall be attached to the front of the Building in proximity to the Principal Entrance or at a mailbox. | | | | | |

**b)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| AWNINGS & SIGNS  | | | P | P | a. **Quantity:** 1 per window max.<br>b. **Area:** n/a<br>c. **Width:** width of face max.<br>d. **Height:** n/a<br>e. **Depth / Projection:** 4 ft min.<br>f. **Clearance:** 8 ft min.<br>g. **Letter Height:** 5 in min., 10 in max.<br>h. **Valance Height:** 12 in max.<br>i. **Distance from Curb:** 2 ft min. |

**DESCRIPTION**

Awning Signage shall be limited to no more than 70% of the the Valance of the awning or the vertical portion of a dome awning. The Height of the Valance shall not exceed 12 inches. Awning Signs shall contain only the Business name, Logo, and/or Street address.

**SIGN DETAILS**

i. The following variations of awnings, with or without Sign Bands, are permitted: (1) Fixed or retractable awnings; (2) Shed awnings; (3) Dome awnings

ii. Other awning types may be permitted by Warrant.

iii. Signage shall be limited to the Valance of the awning or the vertical portion of a dome awning.

iv. No portion of an awning shall be lower than 8 feet Clearance.

v. Awnings shall be a minimum of 4 feet in depth.

vi. Awnings shall not extend beyond the width of the Building or tenant space, nor encroach above the roof line or the Story above.

vii. The Height of the Valance shall not exceed 12 inches.

viii. Awning Signs shall contain only the Business name, Logo, and/or Street address.

ix. Letters, numbers, and graphics shall cover no more than 70% of the Valance area.

x. Awning Signs shall not be internally illuminated or backlit.

c)

| | PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|---|
| BAND SIGNS |  | | | P | P | a. **Quantity:** 1 max. (2 for corner buildings)<br>b. **Area:** 1.5 sf per linear ft Facade<br>c. **Width:** 90% max. width of Facade<br>d. **Height:** 3 ft max.<br>e. **Depth / Projection:** 7 in max.<br>f. **Clearance:** 7 ft min.<br>g. **Apex:** n/a<br>h. **Letter Height:** 18 in max. |

DESCRIPTION

1 Band Sign limited to 90% of the width of the Building Facade shall be permitted for each Building with a Commercial Use. Information shall consist only of the name and/or Logo of the Business.

SIGN DETAILS

i. All businesses are permitted 1 Band Sign on each first Story Facade.

ii. Band Signs shall include only letters, background, Lighting, and an optional Logo. Information shall consist only of the name and/or Logo of the Business. Band Signs shall not list products, sales, or other promotional messages, or contact information.

iii. The following Band Sign Construction types are permitted: Cut-out Letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.

(1) Flat Panel. Letters shall be printed or etched on same surface as the background, that is then affixed to the wall and externally illuminated.

(2) Channel Letters by Warrant. Each letter shall have its own internal Lighting element, individually attached to the wall or onto a separate background panel. The letter shall be translucent, or solid to create a backlit halo effect.

**d)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| BLADE SIGNS  | | | P | P | a. **Quantity:** 1 per Facade max. 2 max.<br>b. **Area:** 4 sf max. In P2, P3 & 6 sf max. in P4, P5<br>c. **Width:** 4 ft max.<br>d. **Height:** 4 ft max.<br>e. **Depth / Projection:** 4 ft max.<br>f. **Clearance:** 8 ft min.<br>g. **Apex:** n/a<br>h. **Letter Height:** 8 in max. |

| | |
|---|---|
| DESCRIPTION | Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first Story. One Blade Sign shall be permitted for each Business if the Facade is no more than 5 feet from the Principal Frontage Line. Blade Signs may encroach into the Public Frontage up to 4 feet, shall clear the Sidewalk by at least 8 feet, and shall not encroach above the bottom of any second Story windows. Blade Signs shall be limited to the name and/or Logo of the Business. |
| SIGN DETAILS | i. Blade Signs may be double-sided.<br>ii. Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first Story.<br>iii. Businesses shall be permitted 1 Blade Sign where its Principal Frontage Lin is no more than 5 feet from the Facade. Businesses that have a Secondary Frontage line that is no more than 2 feet from the Facade shall be permitted 1 additional blade Sign on that Facade.<br>iv. Blade Signs may encroach into the Public Frontage up to 4 feet and shall clear the Sidewalk by at least 8 feet.<br>v. Blade Signs shall not encroach above the roof line nor above the bottom of the second Story window.<br>vi. Text and graphics on the Blade Sign shall be limited to the name and/or Logo of the Business. Slogans, address labels, operating hours and contact information shall not be permitted.<br>vii. Mounting hardware, such as supports and brackets, may be simple and unobtrusive or highly decorative, but shall complement the design of the Sign, the Building, or both.<br>viii. For buildings with multiple Signs, mounting hardware or Sign shapes, sizes and colors shall be Coordinated. |

**e)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| MARQUEE SIGNS | | | | P | a. **Quantity:** 1 per Business max.<br>b. **Area:** n/a<br>c. **Width:** entrance plus 2 ft each side<br>d. **Height:** 50% Story Height max.<br>e. **Depth / Projection:** 4 ft min.;10 ft max.<br>f. **Clearance:** 10 ft min<br>g. **Apex:** n/a<br>h. **Letter Height:** n/a<br>i. **Distance from Curb:** 3 ft min. |

DESCRIPTION

Marquees shall be located only above the Principal Entrance of a Building, shall provide a minimum clearance of 10 feet, and may Encroach the Public Frontage to within 2 feet of the Curb. Message Boards shall be permitted as part of Marquees.

SIGN DETAILS

i. Marquees shall be located only above the Principal Entrance of a Building.
ii. No Marquee shall be wider than the entrance it serves, plus 2 feet on each side thereof.
iii. No portion of a Marquee shall be lower than 10 feet Clearance.
iv. No Marquee shall extend closer to the Curb than 3 feet.
v. Columns or posts may be used as supports for Marquees 8 feet deep or deeper if approved by the DRC.
vi. All Marquees, including anchors, bolts, supporting rods, and braces, shall be constructed of non-combustible materials and shall be designed by a structural engineer submitted for approval to the Building Official.
vii. Marquee components and materials may vary. Anchors, bolts, and supporting rods should be limited to the interior of the Marquee.
viii. Message Boards shall be permitted as part of Marquees.
ix. A Band Sign shall be permitted above a Marquee.

**f)**

| | PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|---|
| NAMEPLATE SIGNS |  | | | P | P | a. **Quantity:** 1 max.<br>b. **Area:** 3 sf max.<br>c. **Width:** 18 in max.<br>d. **Height:** 2 ft max.<br>e. **Depth / Projection:** 3 in max.<br>f. **Clearance:** 4 ft min.<br>g. **Apex:** 7 ft max.<br>h. **Letter Height:** n/a |

| | |
|---|---|
| DESCRIPTION | 1 Nameplate per address limited to 3 square feet may be attached to a Building wall within 10 feet of a Principal Entrance. |
| SIGN DETAILS | i. Nameplates shall consist of either a panel or individual letters applied to a Building wall within 10 feet of an entrance to the Building.<br>ii. One Nameplate shall be permitted per address.<br>iii. Nameplates shall not exceed 3 square feet.<br>iv. Nameplates shall be constructed of durable materials. |

**g)**

| | PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|---|
| **OUTDOOR DISPLAY CASE** |  | | | P | P | a. **Quantity:** 1 max.<br>b. **Area:** 6 sf max.<br>c. **Width:** 3.5 ft max.<br>d. **Height:** 3.5 ft max.<br>e. **Depth / Projection:** 5 in max.<br>f. **Clearance:** 4 ft min.<br>g. **Apex:** n/a<br>h. **Letter Height:** n/a |

| | |
|---|---|
| DESCRIPTION | Outdoor Display Cases shall not exceed 6 square feet and may be internally illuminated. |
| SIGN DETAILS | i. Each Outdoor Display Case shall not exceed 6 square feet.<br>ii. Outdoor display cases may be externally or internally illuminated.<br>iii. Theaters may be permitted larger outdoor display cases by Warrant.<br>iv. Outdoor display cases shall not be attached to Shopfront windows. |

**h)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| SIDEWALK SIGN  | | | P | P | a. **Quantity:** 1 Building max.<br>b. **Area:** 3 sf max.<br>c. **Width:** 24 in max.<br>d. **Height:** 2 ft max.<br>e. **Depth / Projection:** 3 in max.<br>f. **Clearance:** 4 ft min.<br>g. **Apex:** 7 ft max.<br>h. **Letter Height:** n/a |



| | |
|---|---|
| DESCRIPTION | 1 Freestanding, double-sided, temporary Sidewalk Sign may be placed within the Parking Strip of the Public Frontage for each Business. Sidewalk Signs shall be removed at the close of Business each day. |
| SIGN DETAILS | i. Sidewalk Signs shall consist of Freestanding, double-sided temporary Signs placed at the entrance to a Business in a primarily Pedestrian environment.<br>ii. Sidewalk Signs shall be removed at the close of Business each day.<br>iii. 1 Sidewalk Sign shall be permitted for each Business.<br>iv. Sidewalk Signs shall not exceed 42 inches in Height or 26 inches in width.<br>v. Sidewalk Signs shall be moved inside during high winds or other weather conditions that might pose a hazard to public safety. |

**i)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| **WINDOW SIGN**  | | | P | P | a. **Quantity:** 1 per window max.<br>b. **Area:** 25% coverage per window<br>c. **Width:** n/a<br>d. **Height:** n/a<br>e. **Depth / Projection:** n/a<br>f. **Clearance:** 4 FT min.<br>g. **Apex:** n/a<br>h. **Letter Height**: 8 in max. |

**DESCRIPTION**

Window Signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into Premises and view product displays.

**SIGN DETAILS**

i. Only the following Window Sign types shall be permitted:

ii. Vinyl applique letters applied to the window. Appliques shall consist of individual letters or graphics with no visible background.

(a) Letters painted directly on the window.

(b) Hanging Signs that hang from the ceiling behind the window.

(c) Neon Signs.

(d) Door Signs applied to or hanging inside the glass portion of an entrance doorway.

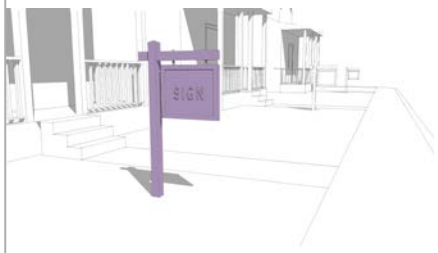
iii. Window Signs shall not interfere with the primary function of windows, that is to enable passersby and public safety personnel to see through windows into Premises and view product displays.

iv. Window Signs shall be no larger than 25% of the total area of the window onto which they are applied. Sign area shall be measured using smallest rectangle that fully encompasses the entire extent of letters, Logo and background.

v. Window Signs may list services and/or products sold on the Premises, or provide phone numbers, operating hours or other messages, provided that the total aggregate area of these messages not exceed the limit provided above.

vi. Letters on window Signs shall be no taller than 8 inches.

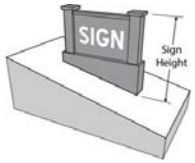
**K)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| YARD SIGN  | | | P | | a. **Quantity:** 1 max per Lot<br>b. **Area:** 6 sf max.<br>c. **Width:** 3 ft max. (not counting post)<br>d. **Height:** 2 ft max. (not counting post)<br>e. **Depth / Projection:** n/a<br>f. **Clearance:** min. 3 ft to Sign edge<br>g. **Apex:** max. 6 ft to top of post<br>h. **Letter Height:** 8 in max. |



| | |
|---|---|
| DESCRIPTION | 1 single- or double-post Yard Sign may be placed with the Private Frontage. |
| SIGN DETAILS | i. One single- or double-post Yard Sign for each Business may be permitted by Warrant, provided it is set back at least 6 feet from the Frontage Line, does not exceed 6 square feet excluding posts, and does not exceed 6 feet high including posts, measured from the yard at the post location. |

**K)**

| PLACE TYPES ▶ | P2 | P3 | P4 | P5 | SPECIFICATIONS ▼ |
|---|---|---|---|---|---|
| **MONUMENT & POLE SIGN**   | | | | P | a. **Quantity:** 1 max per Frontage<br>b. **Height:** 35 ft max. in P5 on HWY 71 Frontage<br>20 ft max in P5 on HWY 95 & HWY 150<br>4 ft max in P4<br>c. **Max Height to width ratio:** 4:1 |

**DESCRIPTION**

A Sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a Building. Pole(s) may be used to construct a Monument Sign so long as the poles are not visible below the Sign

**SIGN DETAILS**

i. A Monument Sign can be defined as a ground Sign generally having a low profile with little or no Open Space between the ground and the Sign and having a Structure constructed of masonry, wood, or materials similar in appearance.

ii. How to Measure:

(1) Maximum total Height is measured from the finished grade at the center of the Sign. If the finished grade at the center of the Sign is higher than the finished grade of the closest paved surface, then the Height shall be measured from the finished grade of the closest paved surface.

(2) The monument base shall be a maximum of 2 feet in Height and shall be included in the calculation of total Height.

(3) A Monument Sign width cannot exceed 2 times the allowable Sign Height.

iii. The max Height allowed along Hwy. 71 is 35 feet.

iv. The max Height allowed along Hwy. 150 and Hwy. 95 is 20 feet.

v. Pole Signs are permitted along the Hwy 71 Frontage through the City Limits and the ETJ. Max Height 35 feet

## ARTICLE 8.4 TEMPORARY SIGNS

### SEC. 8.4.001 STANDARDS FOR TEMPORARY SIGNS

Temporary signs are allowed for a limited time period in accordance with the permitting requirements.

(a) Banner signs

(1) Maximum sign area is forty-eight (48) square feet and not to exceed 75% of the building or lease space width upon which the sign is to be located.

(2) Maximum banner height dimension is four (4) feet.

(3) One banner sign may be placed on a building for up to two (2) weeks four (4) times per calendar year. The periods may be combined. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this article.

(4) All four (4) corners of a banner sign shall be securely attached to the building.

(5) Street banners announcing permitted community events may be placed over the public right-of-way in the CBD on Chestnut Street and Main Street as permitted by law. A maximum of one banner per block shall be permitted, and no more than two (2) banners per event shall be allowed.

(b) Bandit Signs

(1) Bandit signs shall not exceed four (4) square feet and shall not be more than three (3) feet above the natural grade.

(2) Bandit signs shall be authorized for new residential subdivisions during the development and sale phases only.

(3) Bandit signs shall not be placed on the public right-of-way, or within the visibility triangle of an intersection.

(4) The posting of bandit signs shall only be allowed between the hours of 5:00 a.m. Saturday through 6:00 a.m. Monday.

(5) The bandit signs shall be set back from the property line a minimum of five (5) feet and shall not exceed three (3) feet in height above the natural grade.

(6) Any bandit sign placed prior to 5:00 a.m. on Saturday or not removed by 6:00 a.m. Monday shall be in violation of this article. The city shall remove bandit

signs in violation of this article within twenty-four (24) hours. The owner of the bandit sign shall be fined in accordance with this article.

(c) Construction Site Signs

(1) The maximum sign area for a construction site sign is as follows:

A. Freestanding: Thirty-two (32) square feet.

B. Wall signs: 10% of building or lease space facade on which it is attached.

(3) Only one freestanding sign per street frontage on the property where the activity is to occur is permitted.

(4) Only one wall sign per building is permitted.

(5) The construction site sign shall be displayed no earlier than thirty (30) days before the commencement of the activity and must be removed no later that thirty (30) days after the activity is completed, or the installation of a permanent sign, whichever occurs first.

(d) Development information signs

(1) The maximum sign area shall not exceed forty (40) square feet.

(2) One sign is allowed for every fifty (50) lots, not to exceed thirty-two (32) signs unless the project exceeds four (4) square miles.

(3) All signs must conform to a unified design, shape and neutral color scheme and be constructed of strong, durable weather-resistant materials.

(4) For a residential subdivision, the sign may be displayed once the plat is recorded and shall be removed when 90% of each phase to which the sign is a part of is completed.

(5) For a commercial development not requiring platting, the sign may be displayed with the approval of either the site plan or the building permit.

(6) Development information signs shall be located on private property within the project subdivision/ development to which the signs pertain. Signs may not be located on boundary streets of the project subdivision.

(e) Garage sale signs

(1) Must be located on private property (i.e., not in the right-of-way or on a utility pole) at a distance not less than three (3) feet from a curb.

(2) A maximum sign area of four (4) square feet.

(3) Allowed from 5:00 p.m. Thursday until 8:00 a.m. Monday (unless Monday is a holiday, in which case the sign can remain until 8:00 a.m. Tuesday).

(f) Light pole-mounted banners

(1) Limited to not more than one banner on any light pole.

(2) Limited to no more than two (2) feet × six (6) feet in exterior dimension and twelve (12) square feet in area per banner.

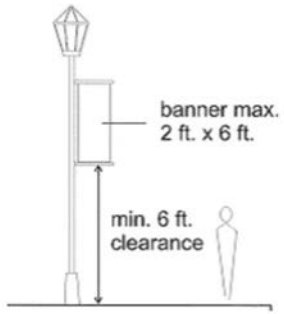
(3) A minimum height of six (6) feet as measured from adjacent grade to the bottom of the banner.

(4) A maximum height of twelve (12) feet to the top of the banner.

(5) Banners shall be maintained in good repair. Should they become excessively faded, tattered or torn, they shall be replaced or removed.

(6) Banners shall not be illuminated, except for indirect lighting associated with the main lamp of the light pole to which it is mounted.

(7) Banners shall be permitted in the CBD for the advertising of permitted community events, seasonal and historic themes, or other such civic purposes; on collector level and higher classification within a residential subdivision; within master planned commercial subdivision. Such banners are limited to subdivision identification, or seasonal decorations and works of art by local artists. Such banners must be approved by the appropriate electric utility company in addition to receiving a permit from the city's planning and development department.



(g) Model Home Signs

(1) The maximum sign area is eighteen (18) square feet.

(2) The maximum height is six (6) feet.

(3) One sign per cluster of model homes per builder.

(4) A nameplate sign that identifies the individual product name is exempt if it does not exceed three (3) square feet nor three (3) feet in height.

(5) Must be placed in front of a cluster of one or more model homes per builder.

(6) All model home signage must be removed from the premises upon sale of the last model in the cluster.