GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
January 7, 2019
6:00 p.m.

DEFINITIONS:

Written Briefing: **Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.**

Verbal Briefing: **These items do not require written background information or are an update on items previously discussed by the Council.**

Regular Item: **These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.**

[Public comment will not be accepted during Work Session unless Council determines otherwise.]

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

2. Written Briefings:

a. Funding commitment for Active Transportation Application for North-South Bikeway Project

Council is requested to issue a Resolution for a Funding Commitment for City matching funds up to $200,000 to be included with the City's application to receive $800,000 federal funds through the 2019 Transportation Alternatives Set-Aside Program Call for Projects. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 15, 2019 Regular Meeting.

b. Development Agreement with Creek Valley Lot Venture, Ltd for Creek Valley No. 2, Phase 1 Subdivision

Council is requested to consider authorizing the City Manager to execute a Development Agreement between the City of Garland and Creek Valley Lot Venture, LTD for the development of a certain 11.726 acre tract of land located at the intersection of Centerville Road and Country Club Road, pursuant to Planned Development Ordinance No. 6930. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 15, 2019 Regular Meeting.

c. Amendment No. 1 to the Project Specific Agreement with Dallas County for Shiloh Road from IH-635 to Kingsley Road

Council is requested to consider whether to enter into Amendment No. 1 to the Project Specific Agreement (PSA) with Dallas County for increased participation in the design and construction of Shiloh Road from IH-635 to Kingsley Road. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 15, 2019 Regular Meeting.

3. Verbal Briefings:

a. 2020 Census Presentation

Jennifer Pope, Partnership Specialist, Dallas Regional Census Office, will provide Council with a presentation regarding the upcoming 2020 Census.

b. 2019 Proposed Bond Election Discussion

Staff will provide Council with background information related to the Bond Study Committee recommendations, analysis of tax rate impacts and a discussion of how project cost were developed. Staff will also provide an outline of Council's work day on Saturday, January 12th to consider adjustments to the Committee's recommendations.

c. Community Multicultural Commission

At the request of Council Member Deborah Morris and Mayor Lori Barnett Dodson, Council is requested to discuss providing the Community Multicultural Commission specific guidance as to mission and/or workplan.

4. Regular Items:

a. Consider amendments to Garland Development Code Chapter 4, Article 5, "Signs", regarding changes to the sign regulations.

Council's review of the draft revisions to the Garland Development Code sign regulations is requested. The City Attorney's Office has brought forward needed changes to the signage regulations; a draft has been reviewed by the Development Services Committee and the Plan Commission. Pending Council direction, the amendments will be placed on a future Regular City Council meeting agenda for formal consideration and action.

b. Discuss Item for May 4th Election - Sale of Bunker Hill Park

At the request of Council Member David Gibbons and Council Member Robert John Smith, Council is requested to discuss adding a proposition to the May 4, 2019 ballot to sell Bunker Hill Park.

5. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

6. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.a.**

Meeting Date:	January 7, 2019
Item Title:	Funding Commitment for Active Transportation Application for North - South Bikeway Project
Submitted By:	Michael Polocek, Engineering Director
Strategic Focus Areas:	Enhanced Quality of Life through Amenities, Arts, and Events Safe Community Vibrant Neighborhoods and Commercial Centers

ISSUE

Council is requested to issue a Resolution for a Funding Commitment for City matching funds up to $200,000 to be included with the City's application to receive $800,000 federal funds through the 2019 Transportation Alternatives Set-Aside Program Call for Projects.

OPTIONS

1. Authorize the City Manager to execute the Funding Commitment
2. Take no action

RECOMMENDATION

Unless otherwise directed by Council, the City Attorney will prepare a Resolution authorizing the City Manager to execute the Funding Commitment for formal consideration at the January 15, 2019 Regular Meeting.

BACKGROUND

The City of Garland has an opportunity to receive federal funds through the North Central Texas Council of Governments (NCTCOG). The North South Bikeway which has already been mostly implemented, needs an additional $1,000,000 to complete two bridges: one near Centerville Road and one near IH 30 that would link the trail to Mesquite. Council has authorized this funding, however these federal funds would replace this city funding and reduce the cost of the project to the City from $1,000,000 to $200,000.

On December 17, 2018, NCTCOG advertised their 2019 Transportation Alternatives Set-Aside Program Call for Projects for North Central Texas Region. This Call for Projects is specifically for bike and pedestrian path projects. There is over $5,000,000 in available funding with a minimum of $150,000 per project to offset costs of qualified construction projects.

City staff has fully reviewed the application requirements. Based on the points being awarded

for various requirement categories, Staff believes the North-South Bikeway project is a very strong candidate to be submitted for the 2019 Call for Projects. One application requirement the City must provide is a Certification of Local Match and Funding Commitment. The City is seeking approximately $800,000 from NCTCOG with the City's commitment being $200,000 matching funds.

The deadline for receipt of applications is March 1, 2019.

CONSIDERATION

Council action is required to issue a Resolution for a Commitment of Funds.

Attachments

Resolution

Location Map North-South Bikeway Bridges

RESOLUTION NO.

A RESOLUTION CERTIFYING FUNDING AND SUPPORT OF A REIMBURSEMENT APPLICATION FOR THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS ("NCTCOG") TRANSPORTATION SET-ASIDE PROGRAM TO RECEIVE FUNDING TO CONSTRUCT THE DUCK CREEK TRAIL CONNECTIONS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Regional Transportation Council ("RTC"), comprised primarily of local elected officials, is the regional transportation policy board associated with the NCTCOG and the regional forum for cooperative decisions on transportation;

WHEREAS, the RTC will award funding on June 13, 2019 for active transportation projects through the Transportation Alternatives Set-Aside Program Call for Projects;

WHEREAS, the City of Garland intends to submit a transportation alternatives project application for the Duck Creek Trail Connections Project to NCTCOG prior to the March 1, 2019 deadline; and

WHEREAS, the RTC requires the submittal of a resolution as part of the application submission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

The City of Garland, Texas ("City"), supports the Duck Creek Trail Connections Project as applied for in the 2019 Transportation Alternatives Set-Aside Program Call for Projects application.

Section 2

The City will serve as the public sponsor and lead project contact on this project. The City of Garland, TX agrees to designate a single point of contact for the project.

Section 3

The City commits to fund or pass through funds from other sources for a minimum local cash match of 20% of the total

project cost.

Section 4

The City confirms that the City of Garland, TX, not the Regional Transportation Council, will be responsible for any cost overruns.

Section 5

The City understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section 6

The City confirms that the project timeline is realistic and commits that if the project is selected for funding, an agreement will be executed within one year of selection and the project will advance to construction within three years from the date of selection.

Section 7

The City confirms that Duck Creek Trail Connections project is included in the City adopted Thoroughfare Plan and Bike Plan (Non-Motorized Transportation Plan) on June 16, 2015. The project provides inter-jurisdictional connections to neighboring cities. The project has the support of City of Mesquite, TX.

Section 8

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the _____ day of _____, 2018.

CITY OF GARLAND, TEXAS

_____

__

Mayor

ATTEST:

_____
City Secretary

GARLAND ENGINEERING

North-South Bikeway Bridge Locations

Scale: N/A	SHEET 1 OF 1
File: BIKE.mxd	
Date: 05/2012	
Drawn: COG	

GARLAND
POLICY REPORT

City Council Work Session Agenda		**2.b.**
Meeting Date:	January 7, 2019	
Item Title:	Development Agreement with Creek Valley Lot Venture, Ltd for Creek Valley No. 2, Ph 1 Subdivision	
Submitted By:	Michael Polocek, Engineering Director	
Strategic Focus Areas:	Growing Economic Base Well-Maintained City Infrastructure Vibrant Neighborhoods and Commercial Centers	

ISSUE

Council is requested to consider authorizing the City Manager to execute a Development Agreement between the City of Garland and Creek Valley Lot Venture, LTD for the development of a certain 11.726 acre tract of land located at the intersection of Centerville Road and Country Club Road, pursuant to Planned Development Ordinance No. 6930.

OPTIONS

1. Approve the Development Agreement;
2. Take no action

RECOMMENDATION

Unless otherwise directed by Council, the City Attorney will prepare a Resolution authorizing the City Manager to execute the Development Agreement with Creek Valley Lot Venture, LTD for formal consideration at the January 15, 2019 Regular Meeting.

BACKGROUND

On September 7, 2017, the City Council passed Ordinance No.6930, approving a Planned Development District for single-family detached uses with alley waiver on an 11.726 acre tract of land, generally located at the northerly intersection of Centerville Road and Country Club Road. This development is defined by 44 residential lots and four common area lots, three proposed internal public streets, and green/open-space with pedestrian amenities.

In order to optimize the residential lot layout and create a more efficient use of the land, the Developer approached the City requesting the abandonment of a portion of Trickling Creek Drive right of way and a 15-foot wide utility easement previously dedicated with Creek Valley Addition No. 1.

The requested right-of-way abandonment on Trickling Creek Drive is 217 square feet and more

specifically described in Exhibit “A” of the attached Development Agreement (agreement). The Developer proposes to realign and extend Trickling Creek Drive with the proposed subdivision improvements allowing the abandonment of the existing portion of right-of-way. Public improvements were never constructed within the area of the proposed right-of-way abandonment.

The requested utility easement abandonment consists of 5,656 square feet and more specifically described in Exhibit “B” of the attached agreement. The existing 8” wastewater main within the utility easement is proposed to be relocated at the Developer’s expense allowing the abandonment of the easement. The City and Developer negotiated the attached Development Agreement establishing commitments of both parties for a successful development.

The Developer agrees, at his expense, to relocate any and all utility facilities in the portion of the 15-foot wide utility easement to be abandoned and within the subdivision necessary to accommodate the proposed development. In addition, the Developer will dedicate all new rights-of-way and/or easements for the proposed infrastructure improvements associated with the new development.

The City agrees to abandon and convey to the developer, the portion of Trickling Creek Drive right of way upon the review and approval of the preliminary plat of Creek Valley Addition Number 2, Phase 1. The City agrees to abandon and convey the utility easement to the developer upon the relocation and City acceptance of the relocated 8” wastewater main.

CONSIDERATION

1. Council action is required to authorize the City Manager to execute the Development Agreement with Creek Valley Lot Venture, LTD.
2. The Development Agreement has been reviewed by the City Attorney’s Office.

Attachments

Development Agreement

Location Map Creek Valley

DEVELOPMENT AGREEMENT BETWEEN
SKORBURG RETAIL CORPORATION AND THE CITY OF GARLAND, TEXAS

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed effective as of _____, 2018, by and between CREEK VALLEY LOT VENTURE, LTD., a Texas limited partnership ("Developer") and the CITY OF GARLAND, TEXAS, a home-rule municipality ("City") (collectively, "Parties").

RECITALS:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement:

WHEREAS, Developer is the owner of that certain tract of land situated in the City of Garland, Dallas County, Texas, consisting of 11.726 ± acres in the Samuel Lockhart Survey, Abstract No. 823, City of Garland, Dallas County, Texas, as more particularly described in Exhibit C, attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, City is the owner of that certain public right-of-way, and a certain existing public 15-foot wide utility easement, generally located adjacent to the intersection of Babbling Brook Drive and Trickling Creek Drive, City of Garland, Dallas County, which are more particularly described in Exhibit "A" ("ROW") and Exhibit "B" ("Utility Easement") (collectively, "ROW and Easement");

WHEREAS, the ROW and Easement are located within and make up a portion of the Property;

WHEREAS, Developer has submitted a working plat and engineering plans for the development of 44 residential lots on the Property in the subdivision to be known as Creek Valley Addition No. 2, Phase 1 ("Development"), which for the enhancement and benefit of the Development and the City necessitates (1) the abandonment by the City of the ROW and Easement, , and (2) the construction and completion of certain public right-of-way improvements by Developer, including but not limited to the relocation of sanitary sewer utilities from the existing Utility Easement to another location upon, or within, the Property, as approved by the City (collectively, "Public Improvements");

WHEREAS, Developer and the City now desire to enter into this Agreement for the purposes of Developer constructing certain public improvements and the City abandoning the ROW and the Easement Area, which are necessary for the completion of the Development in accordance with the working plat and engineering plans;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

A. Definitions.

1. "Abandonment Area" means the collective area of public property that is to be abandoned by the City, comprising of the ROW and Easement Area.

2. "Agreement" is defined in the recitals.

3. "Public Improvements" is defined in the recitals.

4. "City" is defined in the recitals.

5. "City Requirements" mean ordinances, resolutions, rules, regulations, directives, and policies of the City that have been duly adopted and that are customarily and uniformly applied to public and private development within the City. The City Requirements, as applied to the Public Improvements, includes, but are not limited to, maintenance bonds.

6. "Developer" is defined in the recitals.

7. "Development" is defined in the recitals.

8. "Party" and "Parties" are defined in the introductory paragraph.

9. "Property" is defined in the recitals.

10. "Public Improvements" is defined in the recitals.

11. "ROW" is defined in the recitals, and more particularly described in attached Exhibit "A", which is incorporated herein by reference for all purposes.

12. "ROW and Easement" is defined in the recitals.

13. "Utility Easement" is defined in the recitals, and more particularly described in attached Exhibit "B", which is incorporated herein by reference for all purposes.

B. Developer's Obligations.

1. **Abandonment of Right-of-way and Easement Area**. Parties acknowledge that the Development necessitates the partial abandonment of public right-of-way and a public easement. Developer agrees to perform, or cause to be performed, the following:

a. **ROW.**

i. In exchange for the abandonment of the right-of-way, Developer will plat the Property and dedicate such right-of-way and public easements on the plat reasonably necessary to serve the Development.

ii. Developer shall secure written authorization from all utility companies that currently have utility facilities located within the ROW to relocate any facilities impacted by the Development, as well as secure written consent to the new facility location, in accordance with all City Requirements. Further, Developer is solely responsible for all costs and expenses associated with any additional easements necessary for the relocation of existing utility facilities.

iii. **DEVELOPER CONVENANTS AND AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSE OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS OF ANY NATURE WHATSOEVER RELATED TO THE SALE OR CONVEYANCE OF THE "ROW AND EASEMENT" OR THE RELOCATION OF ANY UTILITIES.**

b. In exchange for the abandonment of the ROW and Easement Area, Developer will plat the Property and dedicate such public easements on the plat reasonably necessary to serve the Development.

c. Developer agrees to provide, at its sole cost and expense, the legal descriptions and exhibits, including any and all County Clerk filing and recording fees, for all conveyance instruments.

d. Developer agrees to accept all conveyances of abandoned public property, of whatever nature, as-is, where-is, without any warranty, express or implied, subject to:

i. Any and all visible and apparent easements and encroachments, whether of record or not;

ii. Any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Abandonment Area or any part thereof.

2. **Public Improvements.**

a. As a part of (i) its consideration to induce the City into abandoning the ROW and Easement, (ii) benefiting and enhancing the Development, and (iii) paying its proportional share of the costs associated with the Development's burden and impact on public services, Developer agrees to construct and complete, or cause to be constructed and completed, at its sole cost and expense, the Public Improvements, including but not limited to the relocation of any and all utility facilities, which are more particularly described and detailed in Exhibit D, attached hereto and incorporated herein by reference, attached hereto and incorporated herein by reference.

b. Developer acknowledges that the City has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by City, become public property, are properly constructed and paid for in accordance with all City Requirements.

c. Developer shall construct, or cause to be constructed, the Public Improvements in accordance with the Preliminary and Final plats, engineering plans, design and construction documents, and all City Requirements.

d. Developer shall perform, or cause to be performed, all work on the Public Improvements in a good and workmanlike manner and to the reasonable satisfaction of the City. The Director of Engineering of the City shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the approved construction documents submitted to the City on behalf of the Developer and all City Requirements.

e. Notwithstanding any provision contained herein to the contrary, City shall not be responsible for any costs or expenses that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Public Improvements that are to be constructed as a part of the Development or this Agreement.

C. City's Obligations

1. Upon review and approval of the preliminary plat of Creek Valley Addition No. 2, Phase 1, by the Plan Commission of the City of Garland, the City agrees to convey the ROW to Developer, as-is where-is with no warranties.

2. City agrees to convey the Sanitary Sewer Easement to Developer, as-is where-is with no warranties, upon, (a) relocation of existing utilities within the Utility Easement to the location approved by the City upon and within the Property, and (b) the Engineering Department of the City issuing a conditional letter of acceptance of the newly constructed sanitary sewer improvements, which shall not be unreasonably withheld, for the respective Public Improvements. The City shall

issue the letter of acceptance once it determines that the Public Improvements (or portion thereof), including any necessary relocation of utilities, are sufficiently complete so that the public may safely and lawfully occupy or use the improvements or infrastructure.

3. Parties agree that in the event that construction of the Public Improvements has not been completed and accepted by the City within 2 years of the effective date of this Agreement then the Developer shall be in material default of this Agreement. If such as default occurs, Developer agrees to convey the abandoned ROW and Easement back to the City within 60 days of the City sending Developer written notice of the default.

D. Section 2270 Verification. Pursuant to Section 2270 of the Texas Government Code, Developer hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

E. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

F. Waiver. Either the City or Developer shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

G. Assignment. This Agreement may not otherwise be assigned by Developer without the City Manager's written consent which shall not be unreasonably withheld. This Agreement may be assigned by Developer without the consent of the City to an entity in which Richard M. Skorburg is an officer, member or partner.

H. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

I. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

J. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

K. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

L. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

M. Relationship of Parties; No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

N. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

1. A written notice (the "Notice of Dispute") substantially describing the nature of the dispute shall be delivered by the dissatisfied party (the "Dissatisfied Party") to the other party (the "Responding Party"), which Notice of Dispute shall request a written response (the "Response") which attempts to resolve the dispute; and

2. If the Responding Party fails to deliver the Response within ten (10) days after its receipt of the Notice of Dispute, either party may proceed to institute any lawsuit or proceeding arising from this Agreement. If the Responding Party timely delivers the Response to the Dissatisfied Party and the Response does not reasonably resolve the dispute in the opinion of the Dissatisfied Party, the Dissatisfied Party shall deliver written notice to that effect (the "Notice of Continuing Dispute") to the Responding Party. Within thirty (30) days after the Responding Party's receipt of the Notice of Continuing Dispute, an individual appointed by the Dissatisfied Party having authority over the activities of the Dissatisfied Party and an individual appointed by the Responding Party having authority over the activities of the Responding Party shall meet in person at a time and location mutually acceptable to the parties in an effort to resolve the dispute. In the event that the Dissatisfied Party and the Responding Party are unable to agree on the time and location of such

meeting, or after such meeting a dispute remains, either party may proceed to institute any lawsuit or proceeding arising from this Agreement.

O. Authority. The City represents and warrants that this Agreement has been approved by resolution duly adopted by the Garland City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

P. Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights that would otherwise be available to it by law except for Developer to enforce the terms of this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions. The Parties acknowledge that this Agreement is a contract for goods or services and subject to the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code.

Q. Survival. All indemnity provisions of this Agreement shall survive termination or expiration of this Agreement for a period of 3 years and one day.

R. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by the City Manager, or his designee, of the City of Garland.

S. Term. The term of this Agreement shall begin on the Effective Date and expire upon the date the City issues the final letter of acceptance for all completed Public Improvements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of _____, 2017.

THE CITY OF GARLAND, a Texas home-rule municipality

By:_____
Name:_____
Title:_____

CREEK VALLEY LOT VENTURE, LTD.,
a Texas Limited Partnership
By: CREEK VALLEY LOT VENTURE GP CORPORATION
A Texas Corporation, Its General Partner

By:_____
John Arnold, Director

Stantec

EXHIBIT "A"
RIGHT-OF-WAY ABANDONMENT
217 SQUARE FEET (0.0050 ACRE)
TRICKLING CREEK DRIVE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING A 217 SQUARE FOOT (0.0050 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NUMBER 823, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING A PORTION OF TRICKLING CREEK DRIVE (50-FOOT PUBLIC RIGHT-OF-WAY) DEDICATED BY CREEK VALLEY ADDITION, NO. 1, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2004079, PAGE 129, DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.); SAID 217 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF GRASSY RIDGE TRAIL (50-FOOT PUBLIC RIGHT-OF-WAY), WITH THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE, AND BEING THE MOST NORTHERLY NORTHWEST CORNER OF A CALLED 11.721 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CREEK VALLEY LOT VENTURE, LTD., RECORDED IN INSTRUMENT NUMBER 201700257600, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 11.721 ACRE TRACT OF LAND, BEARS NORTH 89°38'20" EAST, A DISTANCE OF 457.65 FEET;

THENCE SOUTH 38°05'22" WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 18.66 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE SOUTH END OF SAID CORNER CLIP, AND BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT WHICH BEARS NORTH 75°50'30" EAST, A DISTANCE OF 615.00 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE THE FOLLOWING CALLS:

SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°52'16" FOR AN ARC LENGTH OF 224.03 FEET, A CHORD BEARING OF SOUTH 24°35'38" EAST AND A CHORD DISTANCE OF 222.79 FEET TO THE **POINT OF BEGINNING**;

SOUTH 63°02'41" EAST, A DISTANCE OF 26.65 FEET TO A POINT FOR CORNER;

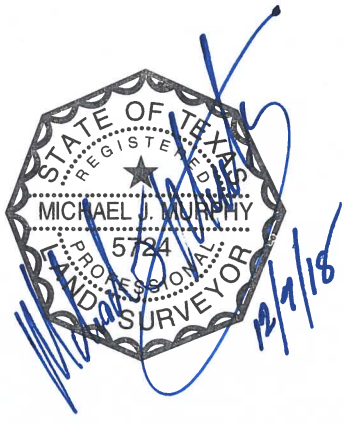
SOUTH 08°39'39" WEST, A DISTANCE OF 16.64 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS NORTH 51°39'21" EAST, A DISTANCE OF 615.00 FEET;

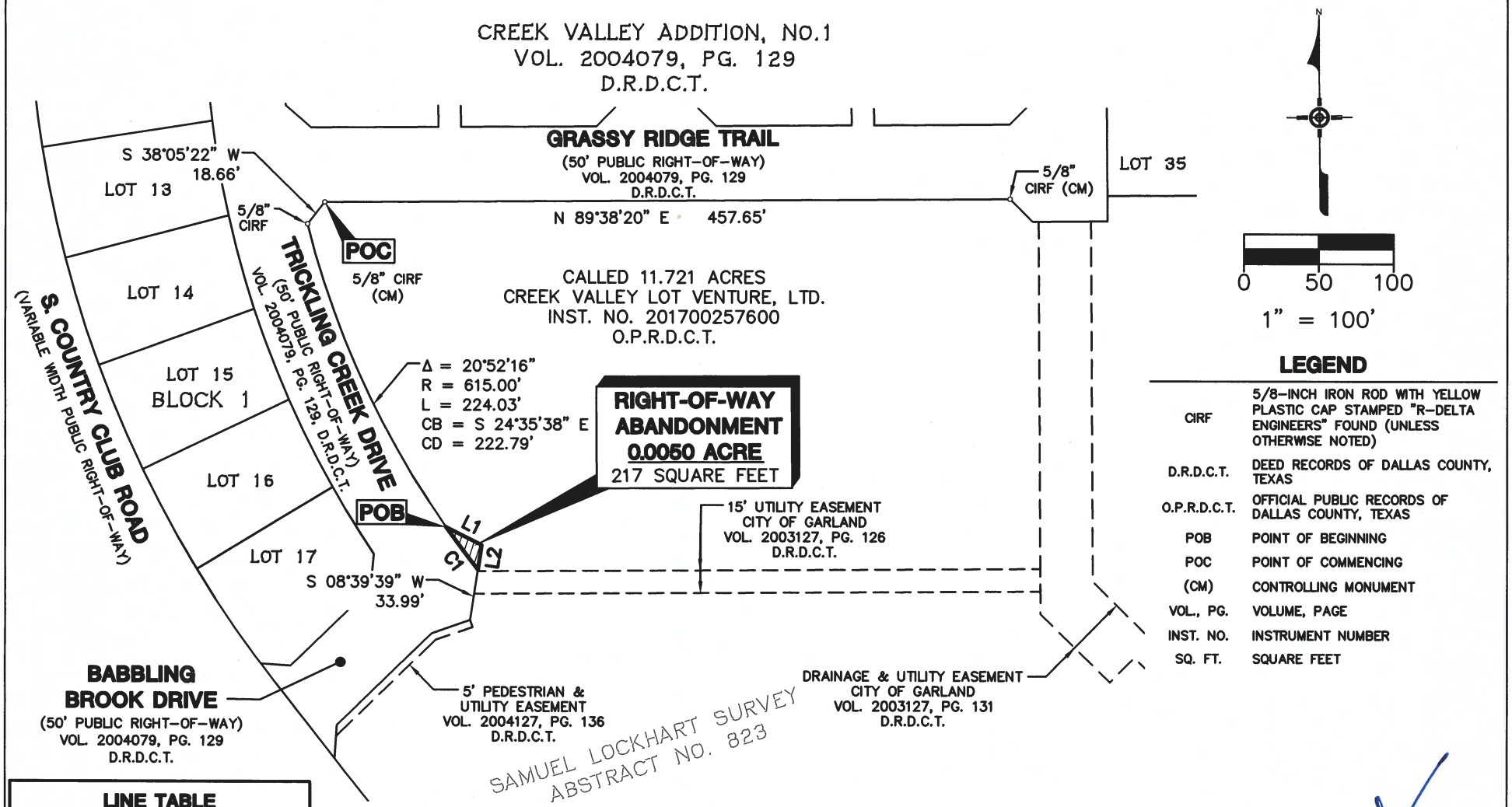
THENCE OVER AND ACROSS SAID TRICKLING CREEK DRIVE, NORTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°18'53" FOR AN ARC LENGTH OF 35.58 FEET, A CHORD BEARING OF NORTH 36°41'12" WEST AND A CHORD DISTANCE OF 35.57 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 217 SQUARE FEET OR 0.0050 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.





LEGEND

CIRF	5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND (UNLESS OTHERWISE NOTED)
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
(CM)	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
SQ. FT.	SQUARE FEET

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 63°02'41" E	26.65'
L2	S 08°39'39" W	16.64'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	35.58'	615.00'	3°18'53"	35.57'	N 36°41'12" W

Stantec
12222 Merit Drive, Suite 400
Dallas, Texas 75251
Tel. (972) 991-0011
TBPE # F-6324 TBPLS # 10194229
Copyright © 2018

EXHIBIT "A"
RIGHT-OF-WAY ABANDONMENT
217 SQUARE FEET (0.0050 ACRE)
TRICKLING CREEK DRIVE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

DATE: 12/7/2018	SCALE: 1:100	DRAWN BY: GDW	PROJECT NO.: 222210707	SHEET NO. 2 OF 2

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.

STATE OF TEXAS
REGISTERED
MICHAEL J. MURPHY
5724
PROFESSIONAL
SURVEYOR

12/9/18

MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

V:\2222\active\222210707\survey\exhibit\10707v_ex_row_aband.dwg Dec 7, 18 8:56 AM by: mikmurphy

Stantec

EXHIBIT "B"
15-FOOT WIDE UTILITY EASEMENT ABANDONMENT
5,656 SQUARE FEET (0.1299 ACRE)
CREEK VALLEY LOT VENTURE, LTD.
CITY OF GARLAND, DALLAS COUNTY, TEXAS

BEING A 5,656 SQUARE FOOT (0.1299 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NUMBER 823, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 15-FOOT UTILITY EASEMENT CONVEYED TO THE CITY OF GARLAND, RECORDED IN VOLUME 2003127, PAGE 126, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING A PORTION OF A CALLED 11.721 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CREEK VALLEY LOT VENTURE, LTD., RECORDED IN INSTRUMENT NUMBER 201700257600, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.); SAID 5,656 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF GRASSY RIDGE TRAIL (50-FOOT PUBLIC RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF TRICKLING CREEK DRIVE (50-FOOT PUBLIC RIGHT-OF-WAY), AND BEING IN THE MOST NORTHERLY NORTHWEST CORNER OF SAID 11.721 ACRE TRACT OF LAND, AND FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 11.721 ACRE TRACT OF LAND, BEARS NORTH 89°38'20" EAST, A DISTANCE OF 457.65 FEET;

THENCE SOUTH 38°05'22" WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 18.66 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR THE SOUTH END OF SAID CORNER CLIP, AND BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS POINT WHICH BEARS NORTH 75°50'30" EAST, A DISTANCE OF 615.00 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE THE FOLLOWING CALLS:

SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°52'16" FOR AN ARC LENGTH OF 224.03 FEET, A CHORD BEARING OF SOUTH 24°35'38" EAST AND A CHORD DISTANCE OF 222.79 FEET TO A POINT;

SOUTH 63°02'41" EAST, A DISTANCE OF 26.65 FEET TO A POINT;

SOUTH 08°39'39" WEST, A DISTANCE OF 17.72 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE, OVER AND ACROSS SAID 11.721 ACRE TRACT OF LAND THE FOLLOWING CALLS:

NORTH 89°38'19" EAST, A DISTANCE OF 375.90 FEET TO A POINT FOR CORNER;

SOUTH 00°21'40" EAST, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

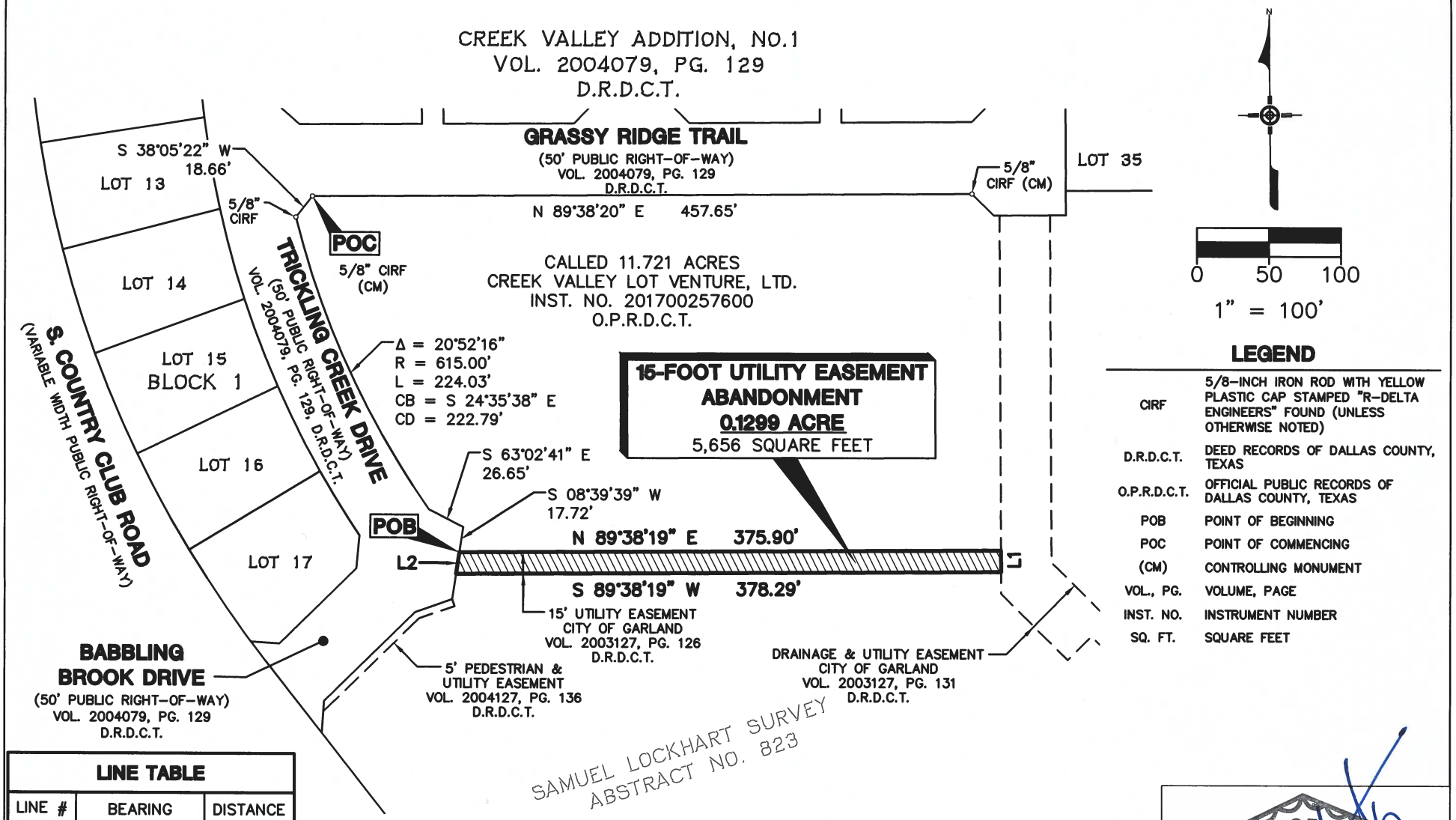
SOUTH 89°38'19" WEST, A DISTANCE OF 378.29 FEET TO A POINT FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE;

THENCE NORTH 08°39'39" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRICKLING CREEK DRIVE A DISTANCE OF 15.19 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 5,656 SQUARE FEET OR 0.1299 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.



LEGEND

CIRF	5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND (UNLESS OTHERWISE NOTED)
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
(CM)	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
SQ. FT.	SQUARE FEET

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 00°21'40" E	15.00'
L2	N 08°39'39" E	15.19'

Stantec
12222 Merit Drive, Suite 400
Dallas, Texas 75251
Tel. (972) 991-0011
TBPE # F-6324 TBPLS # 10194229
Copyright © 2018

EXHIBIT "B"
15-FOOT WIDE UTILITY EASEMENT ABANDONMENT
5,656 SQUARE FEET (0.1299 ACRE)
CREEK VALLEY LOT VENTURE, LTD.
CITY OF GARLAND, DALLAS COUNTY, TEXAS

DATE: 12/7/2018	SCALE: 1:100	DRAWN BY: GDW	PROJECT NO.: 222210707	SHEET NO. 2 OF 2

NOTES:

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD 83) BASED ON LEICA GEOSYSTEMS NORTH TEXAS SMARTNET NETWORK.

STATE OF TEXAS
REGISTERED
MICHAEL J. MURPHY
5724
PROFESSIONAL
LAND SURVEYOR

12/7/18

MICHAEL J. MURPHY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5724

V:\2222\active\222210707\survey\exhibit\10707v_ex_utility_aband.dwg Dec 7, 18 8:56 AM by: mikmurphy

EXHIBIT "C"

BEING A 11.726 ACRE TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NUMBER 823, CITY OF GARLAND, DALLAS COUNTY, TEXAS, BEING ALL OF THAT CALLED 11.721 ACRE TRACT OF LAND DESCRIBED BY GENERAL WARRANTY DEED TO CREEK VALLEY LOT VENTURE, LTD., RECORDED IN INSTRUMENT NUMBER 201700257600, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), SAID 510,765 SQUARE FOOT TRACT OF LAND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A CUT "X" FOUND FOR THE SOUTHEAST CORNER HEREOF, BEING IN THE NORTH RIGHT-OF-WAY LINE OF CENTERVILLE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH THE SOUTHWEST CORNER OF LOT 24, BLOCK 4, COUNTRY CLUB MEADOWS, AN ADDITION TO THE CITY OF GARLAND, RECORDED IN VOLUME 77134, PAGE 820 OF THE DEED RECORDS OF DALLAS COUNTY TEXAS (D.R.D.C.T.), BEARS NORTH 34°39'29" WEST, A DISTANCE OF 10.14 FEET;

THENCE WITH THE SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING:

SOUTH 45°39'45" WEST, A DISTANCE OF 399.19 FEET, TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

SOUTH 89°50'45" WEST, A DISTANCE OF 14.35 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

SOUTH 45°39'45' WEST, A DISTANCE OF 172.90 FEET, TO A CUT "X" SET FOR CORNER AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 38° 07'28" WEST, WITH SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 717.58 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER AT THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF BABBLING BROOK DRIVE (A 50 FOOT RIGHT-OF-WAY), AND BEING THE MOST SOUTHERLY CORNER OF CREEK VALLEY ADDITION, NO. 1, AN ADDITION TO THE CITY OF GARLAND RECORDED IN VOLUME 2004079, PAGE 129 D.R.D.C.T.;

THENCE WITH THE SOUTH LINE OF SAID CREEK VALLEY ADDITION THE FOLLOWING:

NORTH 03°44'36" EAST, A DISTANCE OF 22.34 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 45°36'27" EAST, A DISTANCE OF 88.37 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 70°51'41" EAST, A DISTANCE OF 27.13 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 08°39'39" EAST A DISTANCE OF 33.99 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 615.00 FEET;

NORTHWESTERLY WITH SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24°11'09" FOR AN ARC LENGTH OF 259.61 FEET, A CHORD BEARING OF NORTH 26°15'04" WEST AND A CHORD DISTANCE OF 257.68 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 38°05'22" EAST, A DISTANCE OF 18.66 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP

STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 89°38'20" EAST, A DISTANCE OF 457.65 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

SOUTH 45°21'40" EAST, A DISTANCE OF 21.21 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 89°38'20" EAST, A DISTANCE OF 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 00°21'40" WEST, A DISTANCE OF 17.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

NORTH 89°38'19" EAST, A DISTANCE OF 114.31 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER IN THE WEST LINE OF THE AFOREMENTIONED COUNTRY CLUB MEADOWS ADDITION;

THENCE WITH THE WEST LINE OF SAID COUNTRY CLUB MEADOWS ADDITION THE FOLLOWING:

SOUTH 00°35'14" EAST, A DISTANCE OF 69.52 FEET, TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

SOUTH 17°44'35" EAST, A DISTANCE OF 193.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

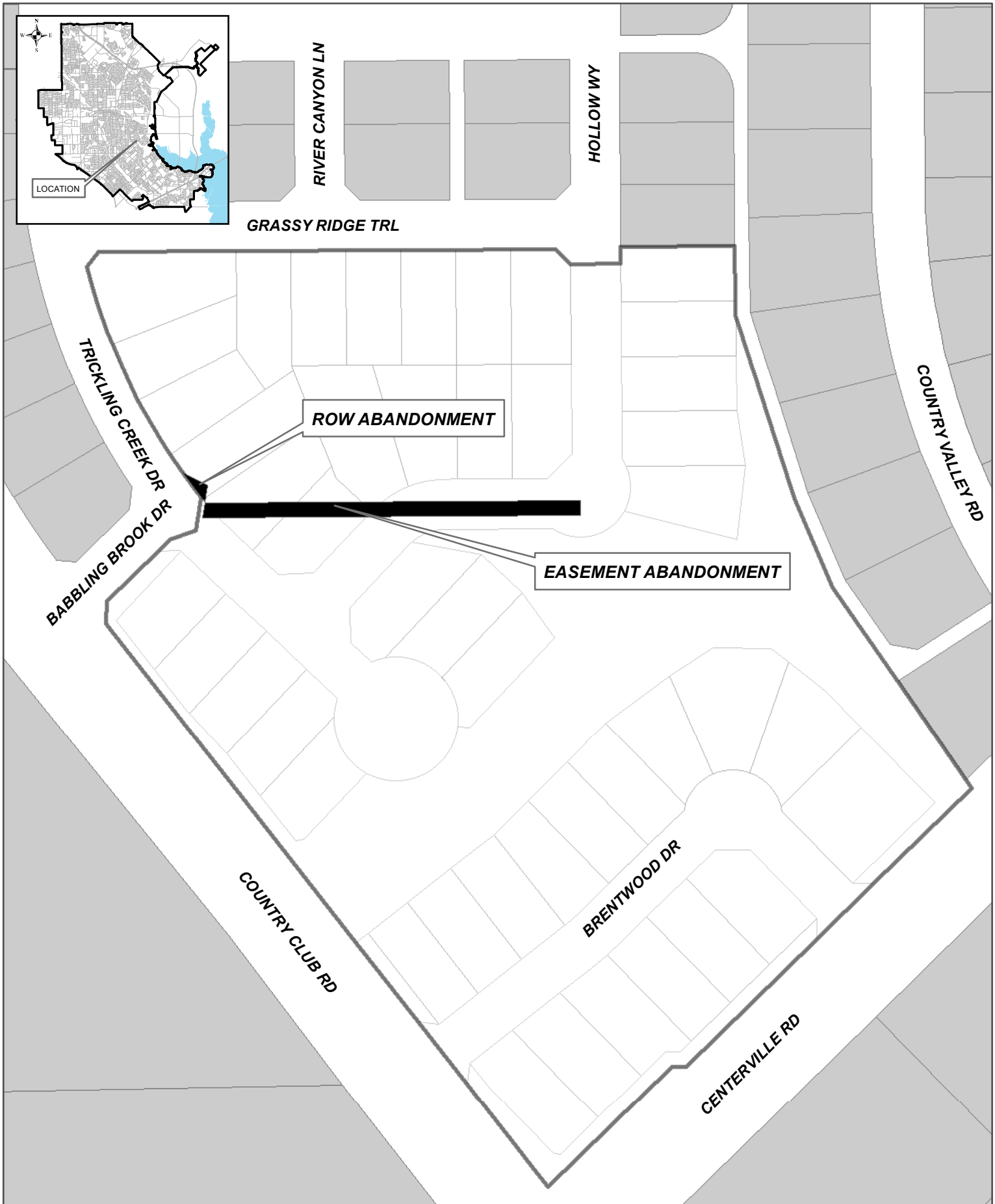
SOUTH 23°18'29" EAST, A DISTANCE OF 96.67 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "R-DELTA ENGINEERS" FOUND FOR CORNER;

SOUTH 34°39'29" EAST, A DISTANCE OF 244.29 FEET, TO THE POINT OF BEGINNING CONTAINING A COMPUTED AREA OF 510,765 SQUARE FEET, OR 11.726 ACRES OF LAND MORE OR LESS.

EXHIBIT "D"

PUBLIC IMPROVEMENTS

Item	Description	Quantity	Unit
1	Cut & Plug Ex 8" Sanitary Sewer Line	1	Ea.
2	Remove Existing 8" Sanitary Sewer Line	225	L.F.
3	Install 8" SDR-26, PVSC Sewer Line	430	L.F.
4	Install 4' Diameter SSMH Over Ex 8" SS	1	Ea.
5	Install 4' Diameter Standard Manhole	1	Ea.
6	Connect to Existing SSMH	1	Ea.



GARLAND ENGINEERING

CREEK VALLEY SUBDIVISION
PROPOSED ABANDONMENTS

Scale: NTS
Date: 12/19/2018
Drawn: JW

File: CreekValley.mxd

Sheet 1 of 1

N

Not to Scale

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.c.**

Meeting Date:	January 7, 2019
Item Title:	Amendment No. 1 to the Project Specific Agreement with Dallas County for Shiloh Road from IH-635 to Kingsley Road
Submitted By:	Michael Polocek, Engineering Director
Strategic Focus Areas:	Well-Maintained City Infrastructure Safe Community

ISSUE

Consider whether to enter into Amendment No. 1 to the Project Specific Agreement (PSA) with Dallas County for increased participation in the design and construction of Shiloh Road from IH-635 to Kingsley Road.

OPTIONS

A. Adopt a Resolution which authorizes the City Manager to execute the attached Amendment No. 1 to the PSA with Dallas County.
B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute Amendment No. 1 to the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the January 15, 2019 Regular Meeting.

BACKGROUND

1. In 2012 the City executed a Master Agreement with Dallas County that provides general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A Project Specific Agreement (PSA) is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. On December 7, 2010 the City and Dallas County entered into a PSA for the participation in the transportation improvements on Shiloh Road from IH-635 to Kingsley Road. The PSA established a total cost of the project to be $9,480,000.00. The PSA also established fiduciary responsibility of both the City and Dallas County being 50% or $4,740,000.00.
3. The City bid the project resulting in a total cost of $23,658,910.00. This increase in costs were due to various scope changes to the contract necessary to properly construct the project. In addition, the overall prices were higher due to the complex constructability of

the project. A total of $2,947,788.00 is included in Water and Wastewater improvements which Dallas County does not participate. This results in a total cost of $20,711,122.00 eligible for Dallas County participation funds.

4. The City solicited Dallas County requesting additional funding participation and an Amendment to the PSA re-establishing the new cost share amounts. Dallas County agreed and will contribute additional funds of $5,360,000.00 for a total Dallas County participation cost not to exceed of $10,100,000.00 for the project. This amount includes $50,000 for Dallas County's in-house delivery costs. The final cost share amounts are: Dallas County $10,100,000.00 (42.7%) and City of Garland $13,558,910.00 (57.3% including Utilities).

CONSIDERATION

1. Council action is required to authorize the City Manager to sign Amendment No. 1 with Dallas County.
2. Amendment No. 1 has been reviewed by the City Attorney's Office.

Attachments

Amendment #1 to PSA

Location Map Shiloh Road

FIRST AMENDMENT
TO THE PROJECT SPECIFIC AGREEMENT
Re: Shiloh Road MCIP Project 22005
Made Pursuant to Master Agreement Governing
Major Capital Improvement Projects

This First Amendment to the Project Specific Agreement ("First Amendment") is entered into this _____ day of _____, 201__, to amend the Project Specific Agreement ("PSA") between the City of Garland, Texas ("City"), and the County of Dallas ("County") acting by and through their duly authorized representatives and officials, for the implementation of the Shiloh Road MCIP Project 22005 from IH-635 to Kingsley Road ("Project").

WHEREAS, pursuant to Dallas County Commissioners Court Order 2002-1376 dated July 30, 2002, the County, acting by and through the Dallas County Commissioners Court, and the City, entered into a Master Agreement ("prior Master Agreement") to jointly fund various street improvement projects.

WHEREAS, pursuant to Dallas County Commissioners Court Order 2012-1795 dated October 23, 2012, the County, acting by and through the Dallas County Commissioners Court, and the City, entered into a new Master Agreement ("Agreement") to jointly fund various street improvement projects.

WHEREAS, pursuant to Dallas County Commissioners Court Order No. 2010-2016 dated December 7, 2010, the County, acting by and through the Dallas County Commissioners Court, and the City, entered into a PSA for the implementation of the Shiloh Road MCIP Project 22005 from IH-635 to Kingsley Road.

WHEREAS, Chapter 791 of The Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects; and

NOW THEREFORE, this First Amendment is made by and entered into by the City and the County for the mutual consideration stated herein.

I. PURPOSE

City and County both mutually agree to amend said PSA in accordance with the terms of the existing Agreement, except as modified below.

II. AMENDED PROVISIONS

A. Article II.—"Incorporated Documents" of the PSA shall be amended by deleting and replacing the following:

4. Current Cost Estimates and Funding Sources, as shown in Attachment "C-1", which is attached hereto and incorporated herein by reference.

B. Article IX. - "Funding" to the PSA shall be and is hereby revised in its entirety to read as follows:

1. County and City mutually agree to proportionately fund the Direct Project and Program costs as follows:

2. The total project costs are estimated to be Twenty Million, Two Hundred Thousand Dollars and no cents ($20,200,000.00).
3. The City agrees to provide funding for the Project as indicated in Attachment "C-1" in the amount not to exceed Ten Million, One Hundred Thousand Dollars and no cents ($10,100,000.00).
4. The City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by the County within thirty (30) days of notification by the County. The City will pay Project costs as invoiced by the County.
5. The County's total obligation to this Project is to provide funding as indicated in Attachment "C-1" in the amount not to exceed Ten Million, One Hundred Thousand Dollars and no cents ($10,100,000.00), reduced by all County in-house delivery costs of the total project cost, which are estimated to be Fifty Thousand Dollars and no cents ($50,000.00). Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
6. The Standard Basic Project Design for the Project is as defined in Attachment "A" of the PSA's Project Scoping Sheets, which is incorporated herein by reference. Such design shall be the Standard Basic Project Design for the Project and specifically does not include Project Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
7. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

C. Article X. – "Miscellaneous" of the PSA shall be amended by adding language to read as follows:

M. **No Joint Enterprise.** The City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise exists between the City and County.

III. EFFECT OF AMENDMENT

This First Amendment shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. In the event of any conflict between the original PSA and this First Amendment, this First Amendment to the PSA shall control. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA, as well as any duly authorized amendments or extensions, including this First

Amendment, with the exception of the amended provisions provided herein.

The County of Dallas, State of Texas, has executed this First Amendment pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 201__.

The City of Garland, State of Texas, has executed this First Amendment pursuant to duly authorized City Council Resolution No._____ and passed on the _____ day of _____201__.

City of Garland

_____
By:

_____
Date

County of Dallas

_____
Clay Lewis Jenkins
Dallas County Judge

_____
Date

Approved as to Form*:
Faith Johnson
District Attorney

_____
Jana Prigmore Ferguson
Assistant District Attorney

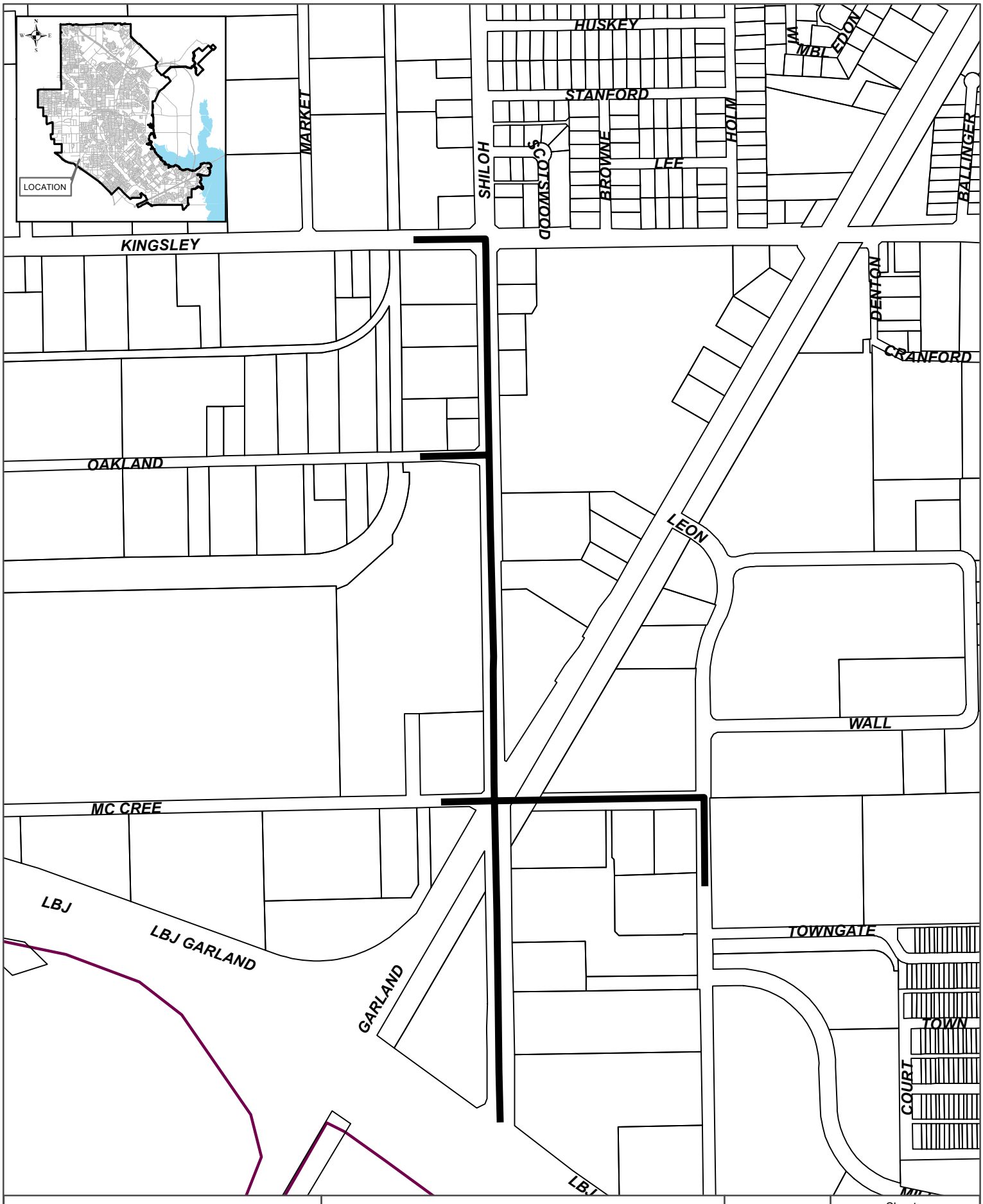
*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT "C-1"
Dallas County Capital Improvement Program
First Amendment to the Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Shiloh Road, MCIP 22005

Total Estimated Project Costs	
Construction & Dallas County IHPD	$20,200,000.00
Total	**$20,200,000.00**
Funding Sources	
Dallas County	$10,050,000.00
Dallas County IHPD	$ 50,000.00
City of Garland	$10,100,000.00
Total	**$20,200,000.00**



GARLAND ENGINEERING

SHILOH RD
IH 635 TO KINGSLEY RD

Scale: NTS
Date: 6/20/2018
Drawn: JW

File: ShilohRd.mxd

Sheet 1 of 1

N

Not to Scale

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.a.**
Meeting Date: January 7, 2019
Item Title: 2020 Census Presentation

Summary of Request/Problem
Jennifer Pope, Partnership Specialist, Dallas Regional Census Office, will provide Council with a presentation regarding the upcoming 2020 Census.

Recommendation/Action Requested and Justification
Information only.

Attachments
City of Garland Census 2020 Presentation

2020 Census: What's at Stake for Garland

City of Garland, City Council Presentation

200 N. 5th St., Garland, TX 75040

Presenter: Jennifer Pope, Partnership Specialist

U.S. Census Bureau-Denver Region

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Agenda

- Greetings
- Census Overview
- Timeline of Activities
- Complete Count Committee Basics
- Determining Local Resource Needs
- Critical Next Steps and Q&A

Census Overview

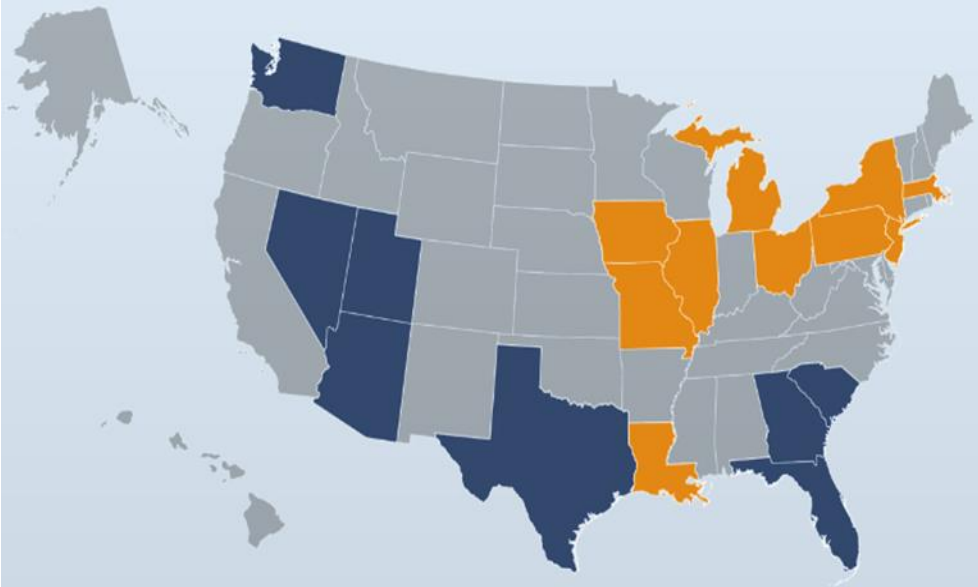
Why we do a census:

Article 1, Section 2 of the US Constitution

The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.

APPORTIONMENT

2010
OFFICIAL RESULTS



GAINED	LOST
Arizona +1	Illinois -1
Florida +2	Iowa -1
Georgia +1	Louisiana -1
Nevada +1	Massachusetts -1
South Carolina +1	Michigan -1
Texas +4	Missouri -1
Utah +1	New Jersey -1
Washington +1	New York -2
	Ohio -2
	Pennsylvania -1

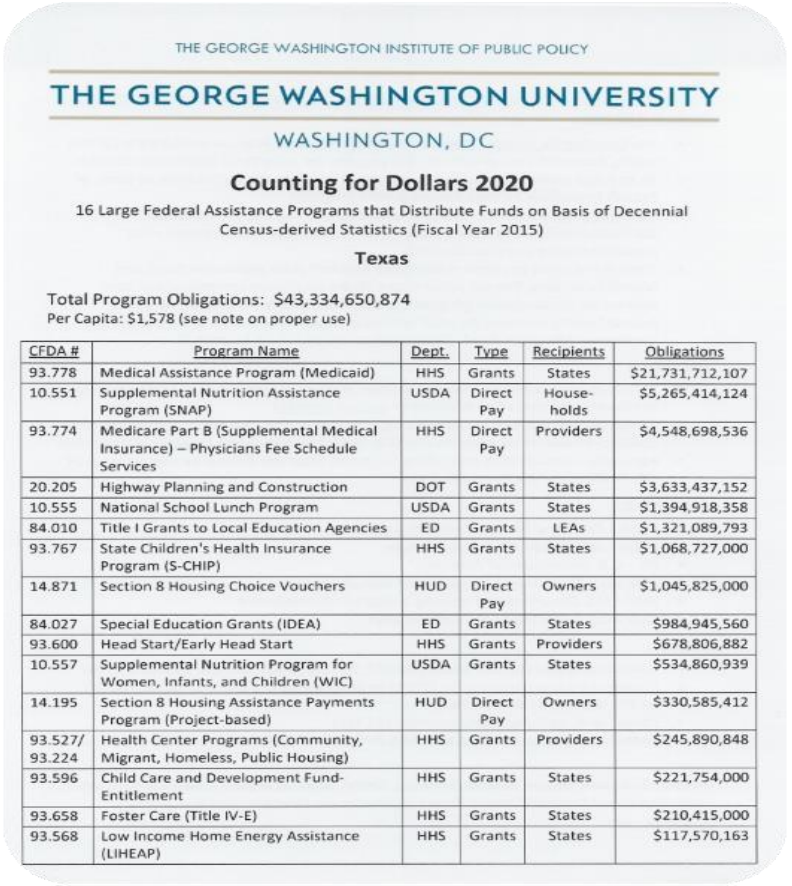
Counting For Dollars

Texas receives over $43 billion dollars per year based on Decennial Census data.

The per capita allocation is $1,578.

Counting for Dollars link:

https://gwipp.gwu.edu/counting-dollars-role-decennial-census-geographic-distribution-federal-funds



THE GEORGE WASHINGTON INSTITUTE OF PUBLIC POLICY

THE GEORGE WASHINGTON UNIVERSITY

WASHINGTON, DC

Counting for Dollars 2020

16 Large Federal Assistance Programs that Distribute Funds on Basis of Decennial Census-derived Statistics (Fiscal Year 2015)

Texas

Total Program Obligations: $43,334,650,874

Per Capita: $1,578 (see note on proper use)

CFDA #	Program Name	Dept.	Type	Recipients	Obligations
93.778	Medical Assistance Program (Medicaid)	HHS	Grants	States	$21,731,712,107
10.551	Supplemental Nutrition Assistance Program (SNAP)	USDA	Direct Pay	House-holds	$5,265,414,124
93.774	Medicare Part B (Supplemental Medical Insurance) – Physicians Fee Schedule Services	HHS	Direct Pay	Providers	$4,548,698,536
20.205	Highway Planning and Construction	DOT	Grants	States	$3,633,437,152
10.555	National School Lunch Program	USDA	Grants	States	$1,394,918,358
84.010	Title I Grants to Local Education Agencies	ED	Grants	LEAs	$1,321,089,793
93.767	State Children's Health Insurance Program (S-CHIP)	HHS	Grants	States	$1,068,727,000
14.871	Section 8 Housing Choice Vouchers	HUD	Direct Pay	Owners	$1,045,825,000
84.027	Special Education Grants (IDEA)	ED	Grants	States	$984,945,560
93.600	Head Start/Early Head Start	HHS	Grants	Providers	$678,806,882
10.557	Supplemental Nutrition Program for Women, Infants, and Children (WIC)	USDA	Grants	States	$534,860,939
14.195	Section 8 Housing Assistance Payments Program (Project-based)	HUD	Direct Pay	Owners	$330,585,412
93.527/ 93.224	Health Center Programs (Community, Migrant, Homeless, Public Housing)	HHS	Grants	Providers	$245,890,848
93.596	Child Care and Development Fund-Entitlement	HHS	Grants	States	$221,754,000
93.658	Foster Care (Title IV-E)	HHS	Grants	States	$210,415,000
93.568	Low Income Home Energy Assistance (LIHEAP)	HHS	Grants	States	$117,570,163

United States Census Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

Key Data Collection Dates

- Nov – 2019
- April 2018
- January-Feb 2019
- Aug – Oct 2019
- Jan-Aug-2019
- Early 2020
- March 23, 2020
- April 1, 2020
- May 2020
- August 2020
- December 31, 2020

- NOW
- Regional Census Center Opens
- Early Area Census Offices Open
- Address Canvassing – select areas
- Area Census Offices Open
- Group Quarters Start
- Self Response Starts
- CENSUS DAY
- Non-Response Follow-Up Starts
- Data Collection Complete
- Counts Delivered to President

What is a Complete Count Committee

WHO?

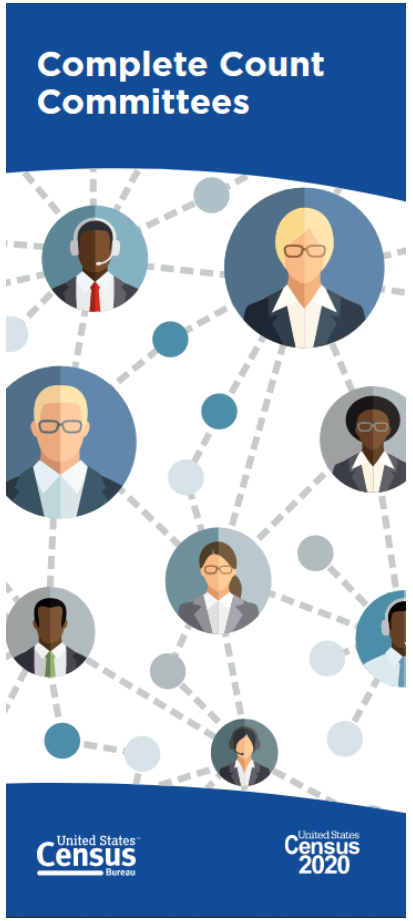
Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community-based organizations also establish CCCs that reach out to their constituents.

WHAT?

A CCC is comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices develop and implement a 2020 Census awareness campaign based upon their knowledge of the local community to encourage a response.

WHEN?

The formation of CCCs is happening NOW! Leaders are identifying budget resources and establishing local work plans. In 2020, they will implement the plans and lead their communities to a successful census count.

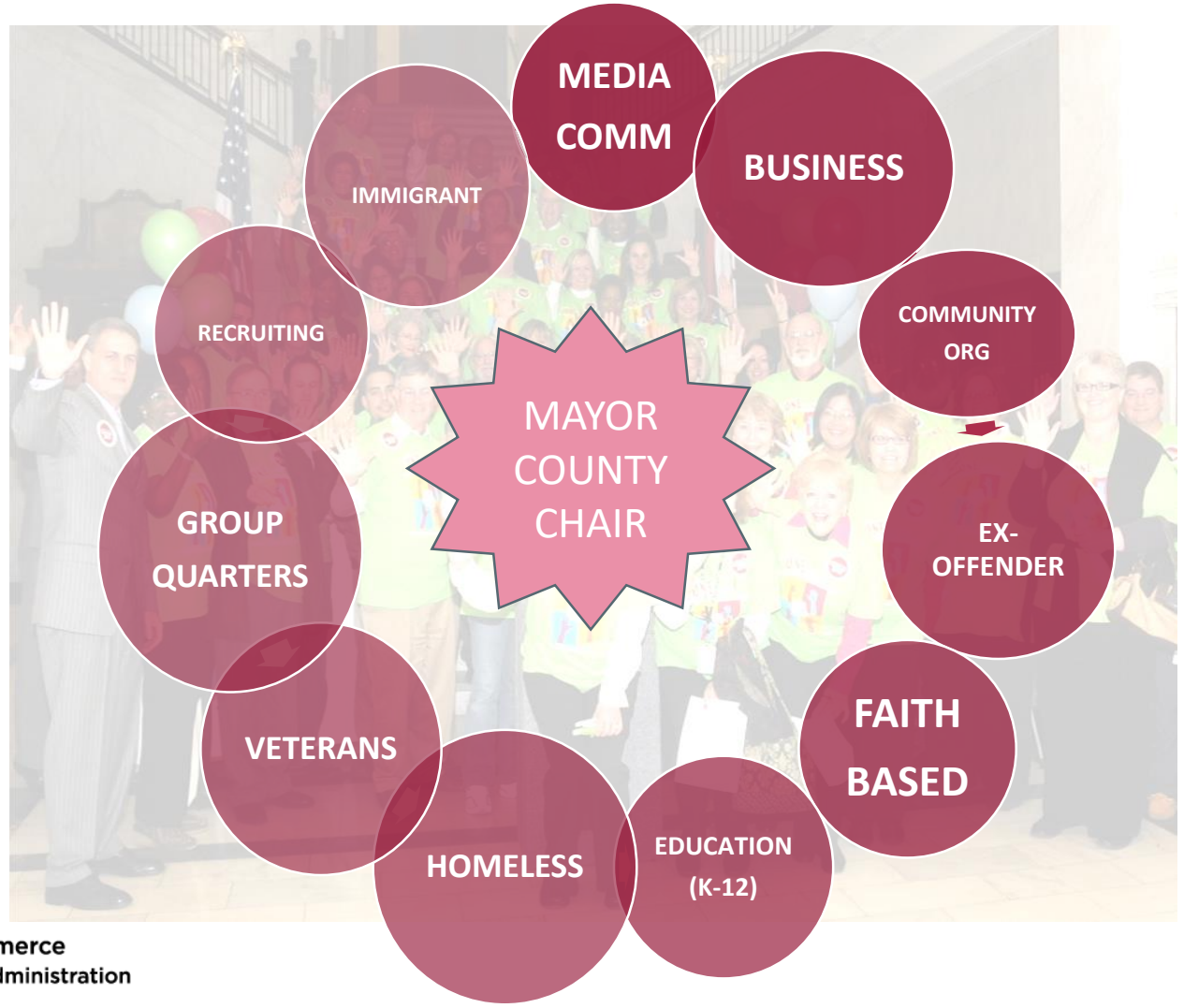


Structure of a Complete Count Committee

The mayor/HEO appoints the members of the CCC based on their ability to:

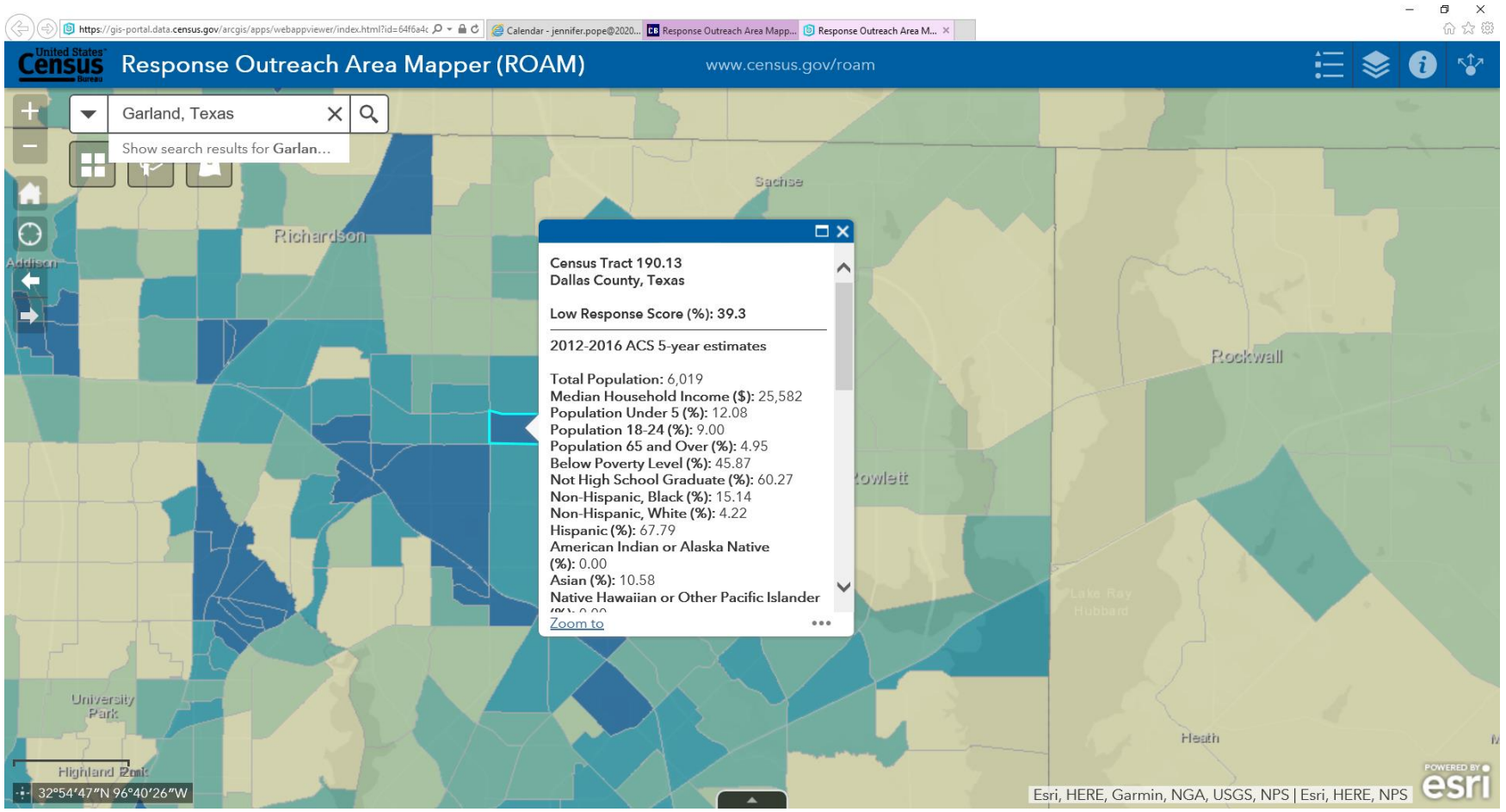
- Communicate to HTC
- Bring Resources to the table
- Approve initiatives
- Influence
- Allocate sufficient time
- Represent all races/ethnicities in a non-partisan manner
- Create coalitions

Complete Count Committee Formation



Response Outreach Area Mapper (ROAM)

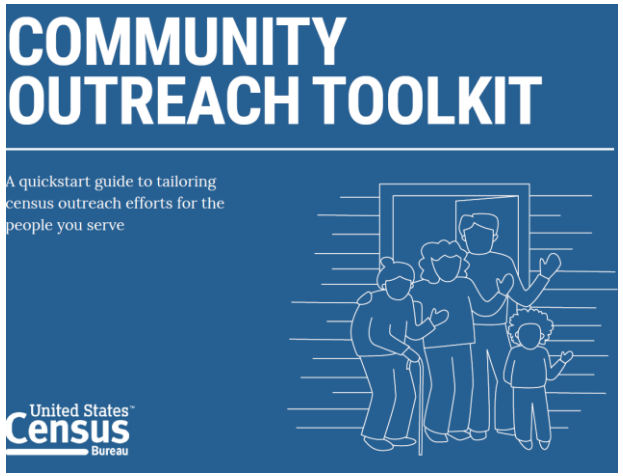
census.gov/roam



CCC TOOLS

STATISTICS IN SCHOOLS

https://www.census.gov/programs-surveys/sis.html



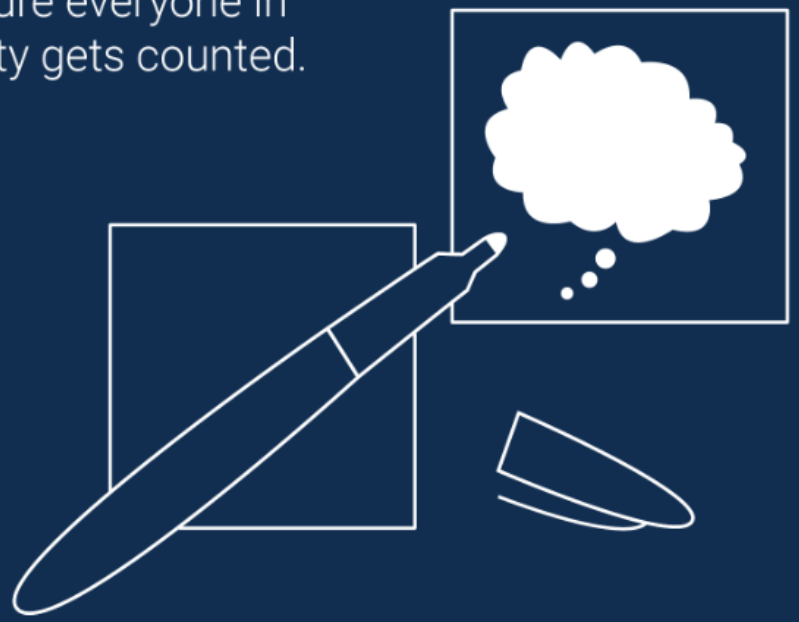
https://www.census.gov/partners/toolkit.pdf

CENSUS JOBS NOW LIVE!

https://2020census.gov/jobs

You can help.

You are the expert—
we need your ideas on the best
way to make sure everyone in
your community gets counted.



United States Census Bureau

United States Census Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.b.**

Meeting Date: January 7, 2019

Item Title: 2019 Proposed Bond Election Discussion

Summary of Request/Problem

Staff will provide Council with background information related to the Bond Study Committee recommendations, analysis of tax rate impacts and a discussion of how project cost were developed. Staff will also provide an outline of Council's work day on Saturday, January 12th to consider adjustments to the Committee's recommendations.

In addition, Council will also be asked what information and/or presentations they would like to have at the meeting on January 12th.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.c.**

Meeting Date: January 7, 2019

Item Title: Community Multicultural Commission

Summary of Request/Problem

At the request of Council Member Deborah Morris and Mayor Lori Barnett Dodson, Council is requested to discuss providing the Community Multicultural Commission specific guidance as to mission and/or workplan.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4.a.**

Meeting Date: January 7, 2019

Item Title: Consider amendments to GDC Chapter 4, Article 5, “Signs”, regarding changes to the sign regulations.

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

The City Attorney’s Office has brought forward needed changes to the Garland Development Code signage regulations, primarily due to case law regarding the review and classification of signs as it relates to the First Amendment to the United States Constitution. The changes have been discussed by the Development Services Committee of the City Council since April 2018. During these discussions, the Committee has recommended additional policy-level changes as it relates to various types of signs for commercial and non-commercial purposes. It should be noted that the draft is essentially a re-write of the sign regulations.

The attached document of the revised GDC sign regulations reflects the recommended version from the Development Services Committee, and also includes redlines which specifically show the Plan Commission's additional recommendations.

The Plan Commission recommended approval of the revisions during their November 12, 2018 meeting, with some modifications as follows:

1. Add a definition of “Virtual tenant” or “Virtual tenancy.” (p. 4)
2. Clarify that window signs may not occupy more than 25% of each leased space in a multi-tenant building. (p.9)
3. Clarify that a model home sign may not remain on a premises once the premises or 80 percent of the lots in the development where the sign is located are *approved for occupation by the City*. (p.18)
4. Remove Section 4.73(F)(2), which is related to support structures on billboards and the angles of their faces. (p.25)
5. Remove maximum size and area of murals (p.43)

The Plan Commission also recommended that an Arts Commission review public displays of art, including murals.

While the intent of the proposed amendments originates with case law as it relates to regulating content, there are draft policy-related amendments for the City Council to consider involving both permanent and temporary signs, such as limiting the time duration and number of temporary banners. One other notable new consideration is a digital billboard conversion ratio

allowance, as several other Cities in the region currently offer. It would allow for the conversion of an existing static billboard to a digital changeable display, with the subsequent and complete removal of a certain number of other billboards within Garland. In the attached draft regulations, the proposal is a 3:1 ratio (including the billboard undergoing digital conversion).

The City Council first began review of the amendments during the December 3, 2018 Work Session. Pending Council direction, the amendments will be placed on a future Regular City Council meeting agenda for formal consideration and action.

Recommendation/Action Requested and Justification

Council's review of the draft sign regulation revisions is requested.

Attachments

GDC Sign Regs Plan Commission Redlines

Article 5 – Signs

Section 4.62 Legislative Findings; Interpretation; and General Matters

(A) Purpose. The City Council hereby finds that the regulation of the size, quantity, illumination, movement, materials, location, height, and condition of all signs placed on private property within the City of Garland (1) is essential to the health, safety, and welfare of citizens of Garland, (2) promotes the free flow of traffic and protects pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to cluttered, distracting, or illegible signage, (3) is critical for the protection of property values and the aesthetic character of neighborhoods, and (4) is beneficial to economic development.

(B) Interpretation. This article shall be interpreted in a manner consistent with the First Amendment of the Constitution of the United States and Article I of the Texas Constitution. If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this article and may be given effect without the invalid provision.

(C) Governmental Signs. As a general matter, this article is not intended to, and does not apply to, signs erected, maintained, or otherwise posted by governmental entities, the State, the federal government, or the City. However, Sections 4.69 and 4.71 of this article shall apply to signs erected, maintained, or otherwise posted by the State or any of its departments or agencies, any school district, county, appraisal district, other municipality, quasi-governmental agency, or the federal government.

(D) Substitution. A non-commercial message of any type may be substituted for any allowed commercial message or allowed noncommercial message; provided, that the sign structure or mounting device is legal without consideration of message content. A substitution of a noncommercial message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the

contrary within this article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial speech over any other noncommercial speech. This provision does not create a right to increase the total number or square feet of signs on a tract of land or property, nor does it affect the requirement that a sign structure or mounting device be properly permitted.

(E) Conflict. In the event of a conflict between this article and an ordinance of the City, then the most restrictive provision shall apply.

Section 4.63 Definitions

The following terms and phrases, as used in this Article 5, have the following meanings:

(A)"Sign" means a name, identification, description, messages, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other surface that directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization, or business. Signs located completely within an enclosed building, and not exposed to view from a street or public right-of-way shall not be considered a sign for purposes of this article. Each display surface of a sign or sign face shall be considered to be a sign. A closely associated grouping of signs, shall constitute a single sign where the distance separating each component does not exceed 2 feet from edge to edge.

(B) "Sign area" means:

(1) the space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure; or

(2) where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers, or design.

(C) "Sign face" means the entire display surface area of a sign upon, against, or through which copy is placed.

(D) “Digital billboard” means an off-premise sign, display or device, which is capable of producing an animated or moving digital image, copy, or video by electronic means, and is operated by an entity possessing an outdoor advertising license issued by the Texas Department of Transportation and all other governmental agencies having jurisdiction.

(E) “Electric” means any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.

(F) “Flashing” means any illumined sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this article any moving illuminated sign, except electronic programmable signs, shall be considered a flashing sign.

(G) “Freestanding” means a permanent sign erected and maintained on a freestanding frame, mast or pole not attached to any building.

(H) “Regulatory sign” means a sign that is required to be constructed, placed, or maintained by the federal, state or local government or by the property owner to the extent necessary to enforce a property owner’s rights.

(I) “Integral” means a sign that is embedded, extruded or carved into the material of a building façade.

(J) “Marquee” means a permanent canopy or covering structure, other than a roof or awning, bearing a signboard or copy projecting from and attached to a building.

(K) “Main entry” means the front elevation of the tenant space or building where the primary entrance to the tenant space is located and where the building fronts the primary street address or parking lot servicing premises.

(L) “Off-premise sign” means a sign that pertains to a business, person, organization, activity, event, or place not physically located on the premises upon which the sign is located.

(M) “On-premise sign” means any sign that relates to the site on which it is located, pertaining to a tenant, business, person, organization, activity, event, or place that has a physical presence located on the same site as the sign. For

the purposes of this definition, "virtual tenants" shall not be considered to be located on the premises.

(N) "Portable sign" means any device or sign without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability.

(O) "Roof sign" means a sign affixed to, applied on, or erected upon or above a roof or eave line of a building or structure. Signs attached to parapets or mansard roofs shall be considered attached signs.

(P) "Temporary sign" means any sign that is constructed of materials that are temporary in nature, such as paper, cloth, canvas, plastic sheet, cardboard, wallboard, or plywood, and is reasonably determined by the Building Official to be displayed for a limited period of time.

(Q) "Virtual tenant" or "Virtual tenancy" means a lease, rental, license, or other similar possession or use of a space or address, where the tenant, user, or licensee does not physically occupy the actual space. Examples may include but are not limited to: a post office box, automated teller machine, digital network, server or hard-drive, advertising space, or a vending machine or other similar unmanned kiosk, that is not owned and operated by the actual tenant for the space on which the vending machine or kiosk is located.

Division 2 – Administration & Procedures

Section 4.64 Building Official Authority

The Building Official is the primary City official responsible for enforcing the provisions of this article. However, the City Manager, in his or her discretion, may delegate the authority of enforcing the provisions of this article to any official or employee of the City.

Section 4.65 Sign Permit & Fees

(A) Permit Required. No person may erect, construct, alter, rebuild, enlarge, extend, convert, replace, or relocate, a

sign, or cause or suffer the same to be done without first obtaining a sign permit for each sign (except for certain exempt signs as provided in Section 4.67 and as otherwise provided below). A sign permit applies to only one applicant and one physical location.

(B) Responsible Official. The Building Official, or his or her designee, is the responsible official for issuance of a sign permit.

(C) Creation of a Site. The Building Official may not issue a permit for construction, erection, or placement of any type of permanent sign until a site is established for the sign by an approved site permit, building permit, or certificate of occupancy (whichever comes first for a particular project).

(D) Application. To obtain a sign permit, the applicant must file an official application in writing and include plans and all information required by the Building Inspection Department.

(E) Fees & Refunding of Fees.

(1) Sign Permit Fee. The fee for a sign permit is provided in Chapter 30, Article XV of the City Code.

Where work is started or commenced without first obtaining a required sign permit, the sign permit fee shall be doubled. The Board of Adjustment may waive or reduce any amount over the standard sign permit fee, as provided for in Chapter 30, Article XV of the City Code, upon a reasonable determination that the sign was (a) designed and constructed in conformance with this article and all other City codes and ordinances, and (b) a reduction or waiver would be equitable after taking into account the facts and circumstances of the case. The payment of any fee does not relieve any person from fully complying with the requirements of this article or any other City codes or ordinances.

(2) Fee Refunds. The Building Official may authorize a refund of a sign permit fee if it is determined that a sign permit was issued in error or that a sign permit cannot be legally issued. Any such fee refund shall be processed in the manner provided in Chapter 30, Article XV of the City Code.

(F) Issuance of Sign Permit. A sign permit shall be issued by the Building Official provided that the plans and specifications meet with all the requirement of this article, all other applicable codes of the City, and the appropriate fee has been paid.

(G) Expiration of Sign Permit. A sign permit issued under the provisions of this article expires if the work authorized by the permit is not completed within 90 calendar days following the sign permit issuance date. Upon expiration of, and before work may recommence, the applicant must apply for and obtain a new sign permit.

(H) Suspension or Revocation of Sign Permit. The Building Official may suspend or revoke any sign permit issued under the provisions of this article upon a determination that the permit was issued in error or on the basis of incorrect or false information, or whenever the permit was issued in violation of any of the provisions of this article or any other ordinance of the City or any state or federal law. The suspension or revocation is effective immediately upon written notice being personally delivered or mailed to the person to whom the sign permit was issued at the address provided by the applicant in the respective sign permit application, to the owner or benefactor of the sign, or to the owner of the premises upon which the sign is located. Any sign installed under a revoked sign permit must be removed by the permit holder, sign owner, or property owner within fifteen calendar days following the mailing of the written notice of the revocation.

Section 4.66 Inspections

(A) All signs that require a permit are subject to a pre-inspection and a final inspection (see subsection (B) below), and any additional inspections as reasonably determined necessary by the Building Official.

(B) Pre-Inspection. The Building Official, upon receipt of an application for a sign permit, may conduct a pre-inspection. The following requirements must be met by the applicant for the issuance of a sign permit: (i) the work described in an application for a sign permit complies with the provisions of this article, state, and federal law;

DRAFT

(ii) the plans, specifications, and other information filed in the application comply with the provisions of this article, state, and federal law; and (iii) the related sign permit fees have been paid in full.

(C) Final Inspection. The sign permit holder must, within 3 working days of completion of the sign installation, request a final inspection.

Section 4.67 Exempt from Sign Permit

The following types of signs or activities must comply with all sign requirements of this article, but are not required to have a sign permit:

(A) Maintenance. No sign permit is required for maintenance to a lawfully placed sign. Maintenance includes all care and minor repair needed to maintain a safe, attractive, and finished structure, frame pole, brackets, or surface and that does not enlarge or materially alter any face or display portion of the sign. Replacing a damaged or structurally unsound frame pole with another frame pole on a legally conforming sign of the same size and height is considered maintenance. Changing the copy on a sign without changing the dimensions of the face or the size of the copy is considered maintenance if the sign serves the same establishment or entity after the change.

(B) Temporary Signs on Single-family Lots. A sign permit is not required for temporary or seasonal signs on residential lots, not including multi-family tracts, lots, or properties.

(C) Address signs. A sign permit is not required for address signs placed pursuant to Section 4.70(A)(3).

(D) Traffic or Movement Control Sign. The following standards serve an important public health and safety function, and are intended to be used by the owners of private property that is open to the public to reduce confusion and to limit the risk of accidents involving vehicular and pedestrian traffic. Subject to the following provisions of Subsections (1) – (5), no permit is required for a small, incidental, on-site sign designated specifically for the purpose of directing or providing safety guidance to vehicular or

pedestrian traffic on private property. Traffic control signs on private property:

(1) shall not exceed a maximum height of 3 feet from the ground;

(2) shall not exceed a maximum surface area of 6 square feet;

(3) are permitted in all multi-family, single-family attached, mixed-use, and nonresidential zoning districts, and are allowed for any nonresidential use that is lawfully located in an agricultural, single-family, or two-family zoning district;

(4) shall be placed or setback a minimum of 3 feet from any right-of-way line; and

(5) if illuminated, a sign permit must be obtained through the Building Inspection Department.

(E) Sandwich Board Sign. A permit is not required for a sandwich board sign. A sandwich board sign is a self-supporting A-shaped temporary sign with two visible sides that is placed in front of a business, generally on a sidewalk, to attract patrons into the establishment. A sandwich board sign must comply with the following provisions:

(1) The maximum height shall be 4 feet.

(2) The maximum surface area of each side is 10 square feet and a maximum of 30 inches wide.

(3) A sandwich board sign is allowed in all mixed-use zoning districts.

(4) The sign may not be placed or located a distance greater than 5 feet from the building in which the advertised use is located, and must be placed within close proximity of the main entrance of the business. Sandwich board signs must be placed so that a minimum walkway width of 4 feet is maintained, not including the area upon which the sandwich board sign is located.

(5) A property or business may have only one sandwich board sign per street frontage.

(6) A sandwich board sign may be displayed only during hours of operation.

DRAFT

(F) Vehicle Signs. A permit is not required for a vehicle sign that complies with the provisions of this article.

(G) Window Sign. A window sign is a sign painted or affixed to the exterior or interior surface of a window, or placed behind, or within 3 feet of, the window surface so as to be visible from the exterior. Window signs must comply with the following provisions:

(1) Window signage may occupy or cover no more than 25 percent of the total window surface area for each leased space within a multi-tenant building. Window signage, in aggregate, may occupy or cover no more than 25 percent of the total window surface area for each building facade that is visible from a public street or alley (maximum 25 percent coverage for all window surfaces combined).

(2) Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a window, window frame, door, doorframe, or within 3 feet of a window or door shall be considered a "window sign" when forming a border, when directing attention to a premises, or when forming letters, logos, symbols, or pictorial designs of any kind. Luminaires shall not blink, flash, rotate, scroll, change color, increase or decrease in intensity. In addition to these window sign limitations, electronic programmable window signs shall comply with Sections 4.78(O)(3),(7), and (8).

Division 3 – General Sign Provisions

Section 4.68 General Regulations for All Districts

(A) Where Allowed. Signs defined and classified herein are allowed in all zoning districts unless expressly stated otherwise for a particular type of sign.

(B) Compliance with Other Laws and Codes. All signs erected or maintained pursuant to the provisions of this article must be erected and maintained in compliance with all applicable state laws and with the Building Code, Electrical Code, and other applicable ordinances of the City. In the event of conflict between this article and other laws, the most restrictive standard applies.

DRAFT

(C) Duration. Legal signs specifically defined and classified herein are allowed to remain in place for an unlimited period of time, unless specifically stated otherwise for a particular type or sign, or on the sign permit, provided that they have a valid sign permit (if required), and that they are not required to be removed under some provision in this Article 5.

(D) Number of Signs. Each business with a store front or main entry is entitled to display signage. The number of wall signs or attached signs is limited by allowable sign area as set forth in Section 4.78. The number of free standing signs is limited by the type, location, and proximity to other freestanding signs as set forth in Section 4.78. Temporary signs are limited as set forth in Section 4.70 & 4.78.

(E) Freestanding Signs. All freestanding signs in excess of 8 feet in height must be designed, and the plans and specifications prepared and sealed by an engineer licensed in the State of Texas. Multi-family sites are prohibited from displaying any type of freestanding sign, except for monument signs, subject to the provisions of Section 4.78(L).

(F) Wall/Attached Signs. Attached signs are permitted for multi-family premises, nonresidential districts, and nonresidential uses in residential zoning districts, subject to the provisions of Section 30.106 of the City Code, except that they must have a maximum sign area of one-half times the width of the building with a maximum of 160 square feet. All signs attached to any type of structure or building shall be reviewed by the Building Official. Plans and specifications for attached signs must be prepared and sealed by a licensed engineer if, in the reasonable opinion of the Building Official, the sign is of a size, weight, dimension, or mounting design that it might pose a structural or safety risk to the building, property or persons visiting the site.

(G) Noncombustible Materials. All freestanding signs must be constructed of materials that are noncombustible or slow burning (as in the case of plastic inserts or facings) and must be supported by only noncombustible material and finished in a presentable manner. Untreated wood or

DRAFT

unpainted or non-galvanized steel supports are specifically prohibited.

(H) Weatherproofing. All signs must be designed and constructed in a manner to prevent the accumulation of water.

(I) Vertical Clearance. All freestanding and projecting signs must maintain a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface (including streets, alleys, drive aisles, fire lanes, or parking spaces).

Section 4.69 Prohibited Signs

(A) Prohibited Signs. Signs that are not expressly authorized under this article, by specific requirements in another portion of this chapter, or otherwise expressly allowed by the City Council are prohibited. Signs are prohibited in all Districts unless:

(1) Constructed pursuant to a valid sign permit when required under this GDC; and

(2) Authorized under this GDC.

(B) Commercial Signs in Residential Areas. Commercial signs, except as expressly provided for herein, are prohibited in residential zones and on property used for non-transient residential uses. A model home may have one on-premise sign subject to the provisions and limitations of below Section 4.71.

(C) Handbills and Placards. Miscellaneous commercial advertising matter may not be scattered or placed on or suspended from buildings, poles, sidewalks, or fences; no person may paste, stick, stack, nail, affix, paint, mark, inscribe, or otherwise place any commercial advertisement, handbill, flyer, placard, inscription or any other type of written matter or object (including any goods, wares, or merchandise) for any commercial purpose upon any building, light or utility pole, post, structure, fence or wall, railing, tree, sidewalk, parkway, driveway, or parking area, or on any other public property other than a sign defined, regulated, and allowed by this article or other City ordinance (except street address numbers that are placed in

compliance with the International Residential Code, as adopted by the City Code, are allowed on curbs and on residential fences to identify house numbers for emergency and service personnel);

(D) Certain Illuminated and Animated Signs.

(1) Any type of sign that is illuminated to an intensity, or in a manner, which causes a glare of brightness to a degree that constitutes a hazard to traffic or a nuisance to adjacent properties is prohibited.

(2) Except as otherwise expressly provided for in this article, a sign, including a programmable sign, may not emanate a luminance more than 0.3 foot-candles above the natural ambient light level of the location at the time of measurement, as measured from a point 250 feet from the sign face.

(3) Except as otherwise expressly provided for in this article, moving, flashing, animated, intermittently lighted, changing color, beacons (except for aircraft directional and warning beacons required by the FAA), revolving, swinging, fluttering, or similarly constructed signs are prohibited.

(E) Roof Signs. Except as otherwise expressly provided for in this article, roof signs of all types are prohibited.

(F) Temporary and Portable Signs. Temporary and portable signs are prohibited, except for certain temporary signs that may be expressly allowed for limited time periods in this article.

(G) Searchlights. Searchlights of all types are prohibited.

(H) Location Prohibitions. Any sign constructed, placed, or maintained that does not meet all of the following minimum standards is prohibited. Any sign allowed by this article, and not otherwise exempted, must be placed:

(1) So that it maintains a vertical and horizontal clearance of at least 10 feet from any overhead or underground power line, utility pole, telephone wire or cable, electrical streetlight standard or other above- or below-ground utility equipment or structure, or as required by the City's electrical code (whichever is more stringent), except that such clearance is not

required from the electrical feeder line to the sign itself, or to feeder electrical or telephone wires or cables that serve the building(s) on the same premises where the sign is to be located;

(2) So that it is not attached to or will not interfere in any way with the use of any fire escape, exit, or standpipe;

(3) So that it will not obstruct any required building openings to such an extent that light or ventilation is reduced below that required;

(4) Completely outside of all public rights-of-way and easements (unless otherwise authorized in this article or other City ordinance), including street parkways and medians, except for governmental signs, special events signs that are authorized by the City, and subdivision entrance signs that are expressly authorized by the City;

(5) So that it will not block any fire lane, fire hydrant, or other fire hose connection; and

(6) So that it will not obstruct or interfere with the minimum sight line standards as set forth in Chapter 33 (Transportation), Article VI, Section 33.66 of the City Code.

(I) Signs Encroaching Rights-of-Way or Easements. Signs encroaching into or over a public right-of-way or easement are prohibited, unless the encroachment is authorized under a licensing agreement with the City, in accordance with Section 31.117 of the City Code.

(J) Obscene, Indecent, and Immoral Matter. It is unlawful for any person to display upon any sign obscene, indecent, or immoral matter.

(K) Off-premise Signs. Off-premise signs are prohibited unless expressly authorized by this article.

Section 4.70 Authorized Signs

(A) Authorized Signs. Notwithstanding any other provision of this GDC, the following signs are authorized in every district:

(1) Although these regulations do not apply to signs erected, maintained or posted by the City, state, or federal government, these regulations clarify that governmental signs are allowed in every zoning district which form the expression of the City when erected and maintained and include the signs described and regulated in this subsection and subsections (A)(2)-(4) of this Section 4.70, when erected and maintained pursuant to law.

(2) Traffic control devices, not including directional signs, on private or public property must be erected and maintained to comply with the Manual on Uniform Traffic Control Devices adopted in this state and if not adopted by this state with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration. Comment: The Federal Highway Administration has established uniform standards for signs that regulate traffic or that are erected and maintained within road rights of way or adjacent property. These uniform standards serve an extraordinarily important public function and are intended to be used by the owners of private property that is open to the public to reduce confusion and limit the risk of accident.

(3) Every improved property within the City shall be marked using numerals that accurately identify the address of the property so that public safety departments can easily identify the address from public right-of-way(s). Property owners shall comply with Section R319.1 of the International Residential Code, Section 505.1 of the International Fire Code as amended by Section 30.226, and Section 21.01 of the City Code.

(4) Where a federal, state or local law requires a property owner to post a sign 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 exercise that authority by posting a sign on the property that meets the standards and dimensions required by applicable law.

DRAFT

(5) For convenience stores signs, also see Section 26.163 for additional limitations on window signs and other required signs.

(B) Temporary Signs.

(1) Purpose and Intent. It is the intent of this GDC to limit the aesthetic impact of signs on properties to prevent clutter and protect streetscapes, thereby preserving property values and protecting traffic safety. The unreasonable accumulation of signs adversely affects these goals, property values, and public safety.

(2) The following are Temporary signs that are allowed at any time:

(a) A property owner may place one sign, not including a noncommercial flag, with a sign face no larger than 6 square feet, and at a maximum height of 6 feet, on the property at any time; and

(b) A property owner may place one sign, not including a noncommercial flag, no larger than 8.5 inches by 11 inches in one window on the property at any time.

(c) Commercial signs or advertisements may not be displayed on any lot, tract, or property that is lawfully used as a residential use.

(3) Noncommercial Flags. For the purposes of this Article, noncommercial flags shall be considered temporary signs that do not require a permit for display. There are no time limitations for the display of noncommercial flags. The display of noncommercial flags are subject to the following provisions:

(a) *Commercial, Industrial, and Retail Districts*.

(i) The maximum aggregate surface area of noncommercial flags located on a property or tract of land located within a commercial, industrial, or retail zoning district may be no greater than 200 square feet.

DRAFT

(ii) Noncommercial flags attached to a building located on property or tract of land within a commercial, industrial, or retail zoning district may not exceed the height of the building. Freestanding flags must be attached to poles and may not exceed the height of the building or a maximum of 12 feet, whichever is less.

(iii) In addition to the display of noncommercial flags allowed by above subsections (i) and (ii), a single free-standing noncommercial flag that is a maximum of 375 square feet may be flown on a property or tract of land located within a commercial, industrial, or retail zoning district that is immediately adjacent to IH635, IH30, and State Highway 190, at a height of no greater than 80 feet, as long as it is attached to a properly permitted and approved flag pole.

(iv) All freestanding noncommercial flags must be securely attached to a structure or the ground capable of withstanding a 70 mph wind and be setback a minimum of 15 feet from the edge of the street or the back of the curb or a distance equal to the height of the pole, whichever is greater.

(b) *Residential Zoning Districts*

(i) Freestanding noncommercial flags may not exceed the height of the primary structure located on the property or tract of land.

(ii) All freestanding noncommercial flags must be securely attached to a structure, or the ground, capable of withstanding a 70 mph wind and be setback a minimum of 15 from the edge of the street or back of the curb.

(C) For purposes of this Section 4.70 the lessor of a property is considered the property owner where the lessor holds a

right to use exclusive of others (that is, the sole right to occupy). In the event there are multiple lessors of a property, then each lessor shall have the same rights and duties as the property owner as to the property the lessor leases and has the sole right to occupy and the size of the property shall be deemed to be the property that the lessor has the sole right to occupy under the lease.

(D) One banner may be used as a temporary sign at the same location to which the owner has properly submitted a new application for a permanent sign or is in the process of replacing the old sign with a new one. The temporary banner sign may only remain until such time as the new sign is installed or for 60 days, whichever occurs first. The temporary banner must be similar in size as the permanent sign described in the owner's application for the permanent sign.

(E) Vehicle Signs. A vehicle sign is a type of sign that is mounted on, attached to, or painted on a vehicle, trailer, skid, or other wheeled or mobile conveyance.

(1) Vehicles with attached signs being primarily used to create additional on-premise signage for a business are prohibited.

(2) Vehicles with attached signs that cannot lawfully operate on a public street and are visible from a public right-of-way are prohibited.

(3) Vehicles with attached signs parked on vacant property, land, or a structure, and that are visible from a public right-of-way are prohibited.

Section 4.71 Residential Districts

The following provisions apply to all signs in residential zoning districts, including signs within 25 feet of a residential district boundary, signs within 25 feet of a public park of more than one acre, or signs located where a multi-family residential use occurs within a nonresidential zoning district:

(A) Sign Illumination. A sign, including a programmable sign, may not emanate a luminance more than 0.2 foot-candles above the natural ambient light level of the location at the time

of measurement, as measured from the nearest residential property line; and

(B) Electronic programmable signs. An electronic programmable sign located within a residential district or within 25 feet of a residential district are prohibited from displaying illuminated messages between 10:00 p.m. to 6:00 a.m., and must be oriented so that the sign face is facing perpendicular, as near as possible, to the street frontage on which the sign is located, and must comply with all limitations and regulations of Section 4.78(P).

(C) Sign Movement. No portion of any sign may move, flash, rotate, or change its illumination or copy except for programmable signs that are expressly allowed by this Section or Section 4.78(P) for legal nonresidential uses in residential districts. Non-illuminated changeable message signs which meet all the requirements of either the attached or freestanding sign provisions are allowed.

(D) Model Homes. A model home may have one temporary sign in residential subdivisions. Model home signs are subject to, and must comply with, the following provisions:

(1) Maximum height: The maximum height for a model home sign is 15 feet.

(2) Maximum size/area: The maximum sign area for a model home sign is 32 square feet.

(3) Location: Model home signs are allowed in all single-family (including townhouses) and two-family residential zoning districts.

(4) Placement/setbacks: Model home signs must be placed no closer than 5 feet from any property or right-of-way line.

(5) Maximum number: Each builder within a development may have a maximum of one model home sign on each model home lot.

(6) Duration: A model home sign may not remain on a premises once the premises or 80 percent of the lots in the development where the sign is located ~~are sold~~have an approved building inspection by the City.

DRAFT

(7) Illumination: A model home sign may not be blinking, fluctuating, or moving. Lighting for the sign must be direct (that is, 90 percent of the emitted light must be directed onto the sign) and may not emanate a luminance more than 0.2 foot-candles above the natural ambient light level of the location at the time of measurement, as measured from the nearest residential property line..

(E) Subdivision Entrance Signs. The Plan Commission may approve the placement of a subdivision entrance sign(s) on any legally placed structure at the entrance and within the common area of a subdivision, which is owned and maintained by a home owners' association for single-family or duplex residential subdivision. The maximum sign area of a subdivision entrance sign may not exceed forty square feet. The maximum number of signs allowed for each subdivision is two signs per street entrance into the platted subdivision area. The sign height, maximum sign area, location on the site, setbacks, a graphic representation of the sign, and the total number of signs per subdivision must be prominently indicated on the plans submitted for consideration by the Plan Commission.

Exception – Administrative Approval. The Building Official may approve, and issue a sign permit for, a subdivision entrance sign that complies with the criteria above, with all other applicable provisions in this article, and with both of the following additional criteria:

(1) The sign is attached to a screening wall that is not located within the street right-of-way; and

(2) The sign is not animated or illuminated in any way.

Section 4.72 Existing Signs

(A) Nonconforming Signs.

(1) Continuation Generally. A legally nonconforming sign is allowed to remain as is in the same location as it existed on the effective date of this GDC. The right for a legally nonconforming sign to continue existing as is will terminate, and the sign must be removed within 15 calendar days (unless otherwise provided

below), if and when one or more of the conditions stated below exists or occurs:

(a) A sign becomes an illegal sign when it is altered, moved, or relocated without a Sign Permit pursuant to the provisions of this article;

(b) A sign is damaged or destroyed and the cost to repair it exceeds 60 percent of the replacement cost of the sign on the date of damage; or

(c) A sign that is intended to be perpendicular (90 degrees) to the ground leans at an angle 75 degrees or less, unless a variance is granted in accordance with Section 4.81 of this article (or, for a sign that was purposefully placed at an angle upon installation, its angle to the ground decreases by 15 degrees or more; no sign, regardless of its original installation angle, is allowed to remain at less than a 45 degree angle to the ground).

(2) Signs with Special Historic or Architectural Significance. Any sign designated by official action of the City Council as having special historic or architectural significance is exempt from the provisions of this article.

(3) Signs on Property Acquired by a Governmental Entity. A legally nonconforming sign located on property acquired by the City or another governmental entity may be temporarily relocated on-site provided the sign is removed or rebuilt to conform to this article (and any other applicable City codes or ordinances) within 365 calendar days following relocation of the sign. Relocation is limited to the same physical sign with no increase in height, area, or change in other physical attributes. For the purposes of this provision, a property acquisition by the City does not include right-of-way dedicated in the subdivision platting process.

(B) Cessation of Business Operations. If a sign is nonconforming, to maintain its status as a legally nonconforming sign, the business must remain in operation and conduct normal business activities on the premises on a

regular basis. If regular business operations cease for more than 365 calendar days, then the City may require the relocation, reconstruction, or removal of the sign.

(C) Illegal Signs.

(1) Illegal Conforming Signs. Owners of illegal conforming signs must apply for and obtain a sign permit from the City within 15 calendar days following notification of noncompliance.

(2) Illegal Nonconforming Signs. The owner of an illegal nonconforming sign that requires a sign permit must apply for a permit and upgrade the sign to conforming within thirty calendar days following original notification. If a sign permit is not granted, then the sign must be removed by the property owner within 60 calendar days following original notification. In the case of painted wall signs for which a Sign Permit is not in effect, such signs must be removed or painted over (with a paint material and color that matches the exterior finish of the affected building façade such that the sign's location in not visible) within 30 calendar days following original notification of violation.

(D) Removal of Signs.

(1) Obsolete or Abandoned Signs. In the event a business ceases to conduct regular business activities on the premises upon which a sign is located for a period of more than 365 calendar days, then the City may require the relocation, reconstruction, or removal of the sign. However, if the premises containing the sign or sign structure is leased the City may not require removal under this subsection sooner than the second anniversary after the date the most recent tenant ceases to operate on the premises.

(2) Unsafe Signs. Any sign that is determined by the Building Official to be unsafe is subject to removal, upon notice per subsection (4) below, if the Building Official determines that removal is necessary in order to protect the public health, safety, and welfare.

(3) Notice to Remove Sign or to Correct Noncompliance.

DRAFT

(a) Upon a determination that a sign must be removed, or that a sign is not in compliance with one or more provisions of this article, the Building Official shall give written notice to the owner of the premises upon which the sign is located, as indicated on city utility and tax appraisal records, to remove the sign, or to bring it into compliance, within 15 calendar days after notice is served. The written notice shall be sent to the property owner, who must remove the sign (or correct any noncompliance, as applicable) within 15 calendar days.

(b) The notice period, and removal/compliance period, for all temporary signs that are not in compliance with this article shall be 72 hours rather than 15 calendar days.

(4) Storage of Impounded Signs.

(a) The City shall store impounded signs for a minimum of 20 calendar days before destroying the signs pursuant to below subsection (c). The owner of the signs may claim them after paying all costs associated with their removal, transportation, and storage, as applicable.

(b) Within 3 business days of taking possession of an illegal or abandoned sign on private property, the City shall send written notice to the owner of the property on which the sign was taken, as indicated or any known party having control over the real property. The notice shall:

i. Give the location of the facility in which the sign is being held;

ii. State that the sign can be reclaimed not later than the 20th day after the date of the notice on payment of towing, preservation, and storage fees; and

iii. State that failure of the owner to claim the sign during the 20 day holding period is a waiver by that person of all right, title, and interest in the sign.

DRAFT

(c) Any impounded signs not claimed within 20 calendar days may be destroyed by the City. In calculating the length of the storage period and the storage fee, the first working day after the date of the impoundment shall be considered day number one; thereafter, all days including weekends and holidays shall be counted.

Section 4.73 Digital Display on Nonconforming Off-Premise Signs

(A) Certain nonconforming detached off-premise signs may be modified to use digital display technology subject to the restrictions and provisions of this Section 4.73.

(B) Application. The owner of a nonconforming detached off-premise sign desiring to convert the sign to a digital display must submit a digital billboard sign permit application for a face modification. The Building Official shall review the application and make a determination as to whether the subject sign qualifies for an off-premise digital billboard conversion permit. In the event the Building Official approves the permit, the owner must apply for a demolition permit to remove the existing sign face area in accordance with subsection (D). The owner must complete demolition of the sign face according to the applicable ratio in below subsection (D) before the sign face is modified.

(C) Compliance Required.

(1) Except as provided in this Section 4.73, off-premise digital billboards must fully comply with the size, height, spacing, setback, and all other applicable provisions in this article.

(2) Off-premise digital billboard support structures must be built to comply with this GDC.

(3) Off-premise digital billboards must comply with Title 43 Texas Administrative Code Section 21.163, “Electronic Signs,” as amended.

(4) Both existing and new digital billboards must comply with all lighting and safety standards mandated by federal, state, or local rules or statutes, including standards adopted or amended after the date of passage of these requirements. Lighting and safety standards include brightness, message duration, and proximity of the sign to other digital displays, ramps, and interchanges.

(D) Sign Face Exchange Ratio.

(1) Except as provided in below paragraph (2), for every one square foot of sign face modified to use digital display technology, two square feet of detached non-premise conventional sign face area must be removed from within the City (not including the face of the sign being modified), subject to the following provisions:

(a) To receive credit for the removal of an area of detached off-premise conventional sign face, the entire sign face and structure supporting the removed sign face must be removed;

(b) At least one structure removed must be within a five mile radius of the conventional face being converted to digital;

(c) No credit is given for the area of the conventional face being removed for conversion to a digital display; and

(d) The removal of the entire nonconventional sign face area, including the entire support structure, must be completed before commencing construction work modifying the conventional sign to use digital display.

(2) The new digital sign face may be no larger than the preexisting conventional sign face, but in no case may be larger than 700 square feet.

(E) Location and Number.

(1) The conversion of conventional face nonconforming off-premise signs to digital face signs is limited to detached off-premise signs located adjacent to, and oriented toward the main travel lanes of, IH635 and IH30.

(2) For support structures with only one digital display sign, signs must be located a minimum of 1,500 feet from any other digital display sign oriented to the same traffic direction along the main travel lanes of IH635 and IH30, measured linearly.

(3) Digital display signs may not be located within 300 feet of any lot located in a residential district, measured radially.

(F) Support Structures.

(1) Digital display sign support structures may not exceed an overall height of 50 feet or 42.5 feet above the nearest point on the travel surface of the highway, whichever is higher, except that no digital display sign may be higher than the conventional sign it replaced.

~~(2) Support Structures with Two Sign Faces.~~

~~(a) If existing faces are pivoted at an angle of 10 degrees or greater from each other and toward the main travel lanes of the highway, one or both sign faces may be converted to digital display.~~

~~(b) If existing faces are pivoted at an angle of less than 10 degrees, only one face may be converted to a digital display. The other sign face must be removed.~~

~~(3)~~(2) Sign support structures and faces being converted to accommodate digital displays may not be modified to change the angle of a sign face.

~~(4)~~(3) Electrical service to sign support structures with digital displays must be underground between the property line and the sign.

(G) Display.

(1) All digital displays must conform with the illumination restrictions of above Section 4.69(E). An off-premise digital display sign must be equipped with both a dimmer control and a photocell that automatically adjusts the display's intensity according to natural ambient light conditions.

(2) An off-premise digital display may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in footcandles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.

(3) Before the issuance of a digital display sign permit, the applicant must provide an ambient light survey from adjacent residential properties and a written certification from the sign manufacturer that:

(a) the light intensity has been factory programmed to comply with the maximum brightness and dimming standards of this subsection; and

(b) the light intensity is protected from end-user manipulation by password-protected software or other method satisfactory to the Building Official.

(H) Change of Message. Changes of message must comply with the following provisions:

(1) Each message must be displayed for a minimum of eight seconds;

(2) Changes of message must be accomplished within two seconds;

(3) Changes of message must occur simultaneously on the entire sign face; and

DRAFT

(4) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.

(I) Malfunction. Digital display signs operators must respond to a malfunction within one hour after notification and must remedy the malfunction within 12 hours after notification. In case of sign malfunction, the digital display must freeze until the malfunction is remedied.

Section 4.74 Maintenance of Signs

(A) General. All signs and sign support structures, together with all of their supports, braces, guys and anchors, must be kept in good repair, in safe condition, and in a proper state of appearance and preservation. Except as provided in Section 4.72(A) above, any sign or portion of a sign or sign support that is unsafe, an obstruction to the use of any sidewalk or roadway, or that is in such dilapidated condition as to be unsightly and, therefore, detrimental to the public welfare must be repaired and maintained, or removed.

(B) Deteriorated Signs. A sign of any type may not be kept in a dilapidated or deteriorated condition. Any sign which the Building Official determines is in an unacceptable deteriorated condition or unsafe is subject to removal. Prior to removing any such sign, the Building Official shall give written notice to the owner of the premises upon which the sign is located, as indicated on city utility and tax appraisal records, to remove the sign or remediate all defects or dangerous conditions as expressly stated in the notice, within 15 calendar days after notice is served. The written notice shall be sent to the property owner, who must remove the sign (or correct any noncompliance, as applicable) within 15 calendar days.

Section 4.75 Sign Area

Measurement of Sign Area. The measurement of sign area is as follows:

(A) Square or Rectangular Signs. The length of the sign multiplied by the height of the sign (see ***Illustration 4-4***).

(B) Irregularly Shaped Signs. The area of horizontally oriented squares, rectangles or circles, or combination thereof, necessary to enclose the sign face (see ***Illustration 4-5***).

(C) Signs Composed of Individual Cutout Letters or Figures. The sign area of a sign made up of letters, words or symbols within a frame is determined from the outside edge of the frame of the sign. However, the sign area of signs composed of individual letters or figures is equal to the sum of the area of squares or rectangles necessary to enclose each word or groupings of letters or figures (see ***Illustration 4-6***).

(D) Freestanding Multi-Panel Signs. The sign area of a sign that is comprised of multiple separate panels (such as the three-panel shopping area sign shown in ***Illustration 4-5***) is calculated as the aggregate area of all panels and does not include the space between panels, provided that all associated panels are no greater than 2 feet apart. In the event the space between panels exceeds the 2 feet maximum distance allowed, each panel shall be construed as separate signs. Multi-panel signs require only one sign permit.

(E) Sign Base/Support Structure. The base or support structure of the sign is not counted as part of the overall sign area computation provided that such base or support structure has no sign, advertising, commercial, or business message on it, not including incidental plates or stickers of no greater than one square foot, which display manufacturer or owner information or address signs placed pursuant to Section 4.70(A)(3). The base or support structure does count toward overall sign height.

(F) Illuminated Borders. Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a surface shall be considered a “wall sign or attached sign” when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols, or pictorial designs of any kind. The area of the sign shall be determined by a geometric shape that enclosed the entire luminaire(s).

DRAFT

Illustration 4-4
Sign Area - Square or Rectangular Square

Illustration 4-5
Sign Area - Irregularly Shaped Signs

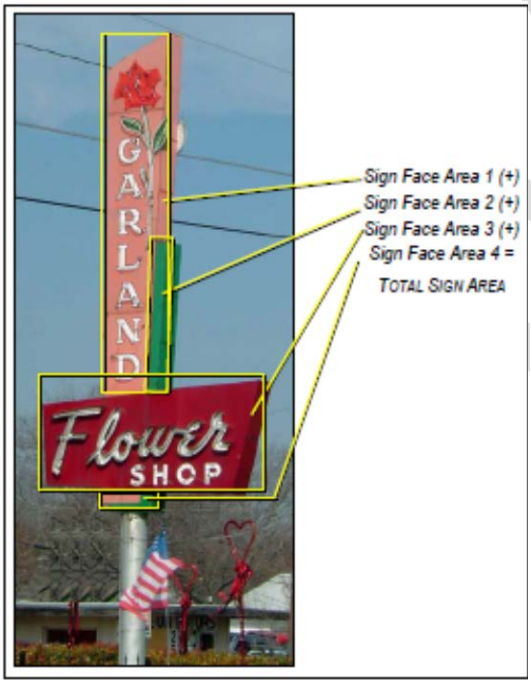


Illustration 4-6
Sign Area - Signs Composed of Individual Cutout Words or Figures

Section 4.76. ***Reserved***

Division 4 – Sign Types & Related Regulations

Section 4.77 Free Standing Sign Restrictions

Unless expressly authorized by this article, a premises may not have more than one free standing sign, not including temporary signs. Unless expressly authorized by this article, businesses may not advertise on both a multi-tenant sign and another free standing sign, not including temporary signs, located on the premises.

Section 4.78 Signs – Permit Required

(A) Attached Sign (also termed Attached Wall Sign or Wall Sign).

An attached sign or attached wall sign is a sign that is attached to, applied to, applied on, or supported by any part of a building (such as a wall, parapet, canopy facia, awning, arcade, mansard, or marquee) that encloses or covers usable space (as contrasted to a freestanding or detached sign).

An attached sign may be attached to, affixed upon, or painted upon a wall surface with the sign facing parallel to and projecting not more than eighteen inches from the surface of the building or appurtenance. Attached signs painted or applied directly upon an exterior wall surface must be professionally designed and constructed, consist of professional quality workmanship and exterior grade paints and materials, and be maintained at all times so that there is minimal fading, chipping, or peeling. The property owner shall remove any attached signs painted or applied directly upon an exterior wall surface that have not been properly maintained or are in a deteriorated condition.

A sign attached to or painted upon an awning or a canopy and visible to the exterior is considered in the allowable calculations for wall signs (also see “awning sign” and “canopy sign” for additional limitations). Luminous gaseous tubing, LED lights, or other strip lighting attached directly to a wall surface is considered a “wall sign” when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols, or pictorial designs of any kind. Attached

signs or attached wall signs must comply with the following provisions:

(1) Maximum height: Attached signs may not extend higher than the height of the wall surface, unless noted below for parapet signs:

(a) Signs may be placed a maximum of 10 feet above the roof on a parapet or similar projection that is continuous on three or more sides; and

(b) Signs may not project above any portion of a parapet or similar projection.

(2) Maximum size: Attached signs must comply with the following provisions for the total maximum surface area of all attached wall signs per façade in aggregate:

(a) For single-tenant buildings:

i. Front (main entry) façade only: The maximum square footage of an attached sign on the front of a single-tenant building may not exceed 2 square feet per lineal width in feet of building width of the wall upon which the sign is mounted, and in no case may any of the sign's dimensions exceed 75 percent of the corresponding width or the height of the wall, with a maximum of 200 square feet.

ii. Side and rear facades: The maximum square footage of an attached sign on a side or rear façade of a single-tenant building may not exceed one square foot per lineal width in feet, of the wall upon which the sign is mounted, and in no case may any of the sign's dimensions exceed 50 percent of the corresponding width or the height of the wall, with a maximum of 100 square feet.

(b) For "end-cap" tenants in multi-tenant strip center buildings:

(i) Front (main entry) façade only: The maximum square footage of an attached sign on a front façade for "end cap" tenants in multi-tenant building may not exceed 2 times the lineal width, in feet, of the tenant frontage.

DRAFT

Tenant wall sign shall only be permitted upon the wall fronting the tenant and in no case may the sign's dimensions exceed 75 percent of either the corresponding width or the height of the wall. The total maximum sign area may not exceed 200 square feet.

(ii) Side facade: The maximum square footage of an attached sign on a side façade for "end cap" tenants in a multi-tenant building may not exceed one square foot per lineal width, in feet, of the wall upon which the sign is mounted adjacent to the tenant space, and in no case may the sign's dimensions exceed 25 percent of either the corresponding width or the height of the wall. The total maximum sign area shall not exceed 100 square feet.

(c) For "interior" tenants in multi-tenant strip center buildings:

(i) Front (main entry) façade only: The maximum square footage of an attached sign on a front façade for "interior" tenants in a multi-tenant building may not exceed the square footage of 2 times the lineal width of the wall upon which the sign is mounted, and in no case may the sign's dimensions exceed 75 percent of either the corresponding width or the height of the wall. The total maximum sign area shall not exceed 200 square feet.

(ii) Side and rear facades: Attached wall signs are not permitted for interior tenants.

(d) For buildings three or more stories in height: The square footage of an attached sign that identifies the building name, and that is not attached to a tenant space, shall not exceed one square foot per the lineal width, in feet, of the frontage of the building, in addition to the total sign area otherwise allowed in this Section 4.78 (A) and the maximum area for the building name sign shall be 100 square feet.

DRAFT

(e) For multiple tenant building with "interior" tenants that do not have direct exterior exits (such as office buildings, indoor shopping malls, and other similar uses)the total sign area of all wall signs for all tenants combined may not exceed the allowable sign area allowed in Section 4.78 (2)(a).

(f) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view shall not exceed that allowed for attached signs as set forth in Section 4.78 (2) (a).

(3) Location: Attached signs are allowed in all nonresidential and mixed-use zoning districts.

(4) Placement/setbacks: On the vertical face only of a building; attached signs must be comprised of individual letters or characters attached directly to the building face or to a raceway, or unilluminated panels comprised of individual letters or characters (cans, illuminated panels or illuminated box type signs shall not be permitted) and must be professionally designed, constructed, and applied in a workmanlike manner.

(B) Awning Sign. An awning sign is a sign that is painted or applied directly on the surface of an awning. Awning signs must comply with the following provisions:

(1) Maximum height: The height of an awning sign shall be no greater than the vertical face only of the awning (for purposes of this subsection, the front vertical surface area for a "bubble" awning is located only on the front of the awning and not on its sides, and comprises the awning surface as measured from the bottom edge to that point on the awning that is less than 45 degrees to the ground plane, as viewed on the elevational view of the awning).

(2) Maximum size/area: Awning signs must comply with the following provisions:

(a) Shall not exceed the lineal width of the awning upon which the sign is applied;

(b) Shall not be internally illuminated (can be illuminated using downward focused wall-mounted "gooseneck" or other decorative wall lighting);

(c) Shall be designed and installed as an integral, architectural element of the entire building system in a uniform, rhythmic systematic design pattern, including compatible color and lighting; and

(d) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view shall not exceed that allowed for attached signs as set forth in Section 4.78(A).

(3) Location: Awning signs are allowed in all nonresidential and mixed-use zoning districts.

(4) Placement: Awning signs must have a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.

(C) Temporary Signs. Temporary signs include banners, balloons, pennants, inflatables, streamers, sails, air-supported devices, feathers, wind devices, and other similar types of temporary signs (but not including non-commercial flags, which are regulated by above Section 4.70) that may be placed on a structure or at a site that is intended to draw attention to a particular commercial event or commercial product must comply with the following provisions:

(1) Maximum size/area: The maximum surface area of all temporary signs located on a property or tract of land, may be no greater than two times the width of the wall containing the main entrance of the building, or tenant space occupied by the applicant who intends to display the temporary signage. In no case may the total square footage of the surface area of all the temporary signs located on a property or tract of land exceed 200 square feet.

(2) Maximum Height: Temporary signs attached to the building may not exceed the height of the building. Freestanding temporary signs such as balloons, inflatables, or wind devices shall not exceed the

DRAFT

height of the building or a maximum of 12 feet, whichever is less.

(3) Location: Temporary signs attached to the building are allowed in all nonresidential, mixed-use, multi-family, and townhouse zoning districts, and allowed for any nonresidential use (such as a church, school, or day care center) that is located in an agricultural, single-family, or two-family zoning district. Freestanding temporary signs (such as balloons, inflatables, streamers, sails, or wind devices) are only allowed in nonresidential and the commercial areas of mixed use zoning districts.

(4) Placement: Temporary signs attached to a building must be securely attached to the vertical face only of a building or a canopy so that the banner does not move, flap, wave, flutter, or twirl. Temporary signs may not be attached to an object such as a fence, screening wall, tree, utility pole or structure, or permanent sign support, and may not extend vertically above the roofline of the structure. Nonresidential uses located in residential districts, such as schools and churches may attach temporary signs to fences and other structures when approved by the Building Official where the temporary sign will not impose undue stress on the structure. All temporary signs must be on-premises and may not be located on public property or in the public right-of-way. All freestanding temporary signs must be securely affixed to the main structure or the ground capable of withstanding a 70 mph wind and be setback a minimum of 15 feet from the edge of the street or the back of the curb.

(5) Maximum number: The maximum number of temporary signs shall be limited by the maximum total area of 200 square feet, but in no case shall the total number of temporary signs exceed 3.

(6) Duration: Temporary signs may be displayed no more than 20 calendar days from the date the associated business, person, organization, activity, or event first opens to the public, which shall be indicated on the sign permit application.

DRAFT

(D) Blade Sign, Pedestrian. Pedestrian blade signs are generally placed perpendicular to the building's front entrance facade, and they are either suspended beneath a canopy or awning or attached directly to, and project out from, the building's facade. Blade signs may not encroach into any public right-of-way or over any public easement (except a pedestrian easement. A pedestrian blade sign must have a minimum clearance of 8 feet above any sidewalk or pedestrian travel surface, and fourteen feet above any vehicular parking or circulation surface. Pedestrian blade signs must comply with the following provisions:

(1) Maximum size/area: The maximum surface area of a pedestrian blade sign is 4 square feet when suspended beneath a ground-level canopy or awning, or attached to a building on the ground-level façade. The blade sign may be no larger than 8 square feet when attached to the building's second or higher story.

(2) Location: Pedestrian blade signs are allowed in all nonresidential and mixed-use zoning districts, and allowed for any nonresidential use (such as a church, school, or day care center) that is located in an agricultural or residential zoning district.

(3) Placement/setbacks: A pedestrian blade sign must be suspended beneath a canopy or awning, or attached to building's entrance façade at a minimum height of 8 feet from the grade of the sidewalk and a maximum height of 10 feet, measured from the lowest portion of the frame or structure of the sign.

(4) Maximum number: A business may have one pedestrian blade sign per public entrance.

(E) Canopy Sign. A canopy sign is a type of attached sign that is painted or applied directly on the surface of an attached or freestanding canopy, or that is designed to be an integral part of the face of a canopy. Canopy signs must comply with the following provisions:

(1) Maximum height: The height of a canopy sign may not extend beyond the vertical face of the canopy.

(2) Maximum size/area: A canopy sign's size and area must comply with the following:

DRAFT

(a) The sign may not exceed 75 percent of the area of the face of the canopy of which it is a part or to which it is attached, or a maximum of twenty-five square feet, whichever is smaller;

(b) The copy or artwork may or may not be illuminated; and

(c) Gaseous, LED, or illuminated lighting on a canopy must be in conformance with Section 4.98(A) in Article 7 in this Chapter 4.

(d) The total combined area of attached signs (including attached wall signs, awning signs, and canopy signs) for any elevational view may not exceed that allowed for attached signs as set forth in Section 4.78(A).

(3) Location: Canopy signs are allowed in all nonresidential and mixed-use zoning districts.

(4) Quality: Canopy signs must be professionally designed and constructed, consist of professional quality workmanship and exterior grade paints and materials, and be maintained at all times so that there is minimal fading, chipping, or peeling.

(5) Placement/setbacks: Canopy signs may be placed on the vertical face only of a canopy (not on the roof). Canopy signs must have a minimum vertical clearance of 8 feet above any sidewalk or pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.

(6) Maximum number: There may be no more than one canopy sign per canopy face.

(F) Changeable Message Sign (non-electronic, also termed Reader Board Sign). A non-electronic changeable message sign is a wall-mounted or freestanding sign (or a portion of a larger sign), with manually interchangeable letters and symbols. It includes non-electronic bulletin boards and theater marquees; but, it is not a “Programmable Sign”. A changeable message sign may be a component of another type of sign, such as a monument or pylon sign, and all applicable standards for the type of sign of which it is a part apply including, but not limited to, those pertaining to maximum

height, maximum size/area, permissibility in each zoning district, placement/setbacks, or number of signs permissible per lot.

(G) Changeable Message Signs (Electronic). See "Programmable Sign".

(H) Construction Sign. A construction sign is a temporary accessory sign allowed while a development project is being constructed on the premises upon which the sign is located. Construction signs must comply with the following provisions:

(1) Maximum height: A construction sign may be no more than 15 feet in height.

(2) Maximum size/area: A construction sign may be no more 32 square feet.

(3) Location: Construction signs are allowed in all zoning districts, but not on lots containing model home signs.

(4) Placement/setbacks: Construction signs must be placed a minimum of 10 feet from any property or right-of-way line.

(5) Maximum number: The maximum number of construction signs at a single site is one per 1,500 feet of total street frontage (or portion thereof). The total street frontage shall be based on the frontage of the street named on the construction permit as the address of the site.

(6) Duration: Construction signs may remain at a project until it is complete. Construction signs must be removed prior to final building inspection or occupancy of the structure.

(J) Menu Board. A menu board is an on-site display that is utilized by restaurant, entertainment, and other business establishments in a drive-through operation. The menu board may be wall-mounted near the establishment's primary entrance, or may be freestanding at a drive-in or drive-through food service establishment, and may have a speaker and an electronic visual order display board or panel that verifies what the patron is ordering at the drive-through. Menu boards must comply with the following provisions:

DRAFT

(1) Maximum height: The maximum height of a menu board is 8 feet if freestanding; if it is mounted upon a wall above a sidewalk, the top edge must be no higher than 7 feet above nearest sidewalk grade.

(2) Maximum size/area: The maximum surface area of a menu board is 45 square feet.

(3) Location: Menu boards are allowed in the zoning districts that allow the associated use by right (or by SUP where applicable).

(4) Placement/setbacks: Menu boards, if freestanding, are prohibited in the front building setback(s); menu boards are prohibited in a side or rear yard where adjacent to any residential zoning district.

(5) Maximum number: If freestanding, two menu boards per establishment (or per drive-through lane, if more than one) are allowed. However, drive-in style restaurants may have one menu board per parking stall, plus up to two menu boards for a drive-through lane. If wall-mounted, one menu board per business is allowed.

(K) Monument Sign. A monument sign is a type of freestanding ground mounted sign having a low profile and the structure of which being made of stone, concrete, decorative metal, brick, or similar materials that is designed to complement the architecture of the building or complex on the premises where the sign is located. The lower edge of a monument sign must be contiguous with the ground (that is, solid from the ground up), and may not be elevated above grade by the use of poles, struts or wires, and may not incorporate embellishments or cut-outs. All sign panels on a monument sign must be architecturally compatible and cohesively designed. Monument signs must comply with the following provisions:

(1) Maximum height: The maximum height for a monument sign is 7 feet, including the monument base, as measured from the average ground level at the base to the topmost portion of the sign or structure. The ground upon which a monument sign is located may be bermed (or designed as a raised planter with heavy evergreen landscaping to conceal the planter on all sides) a

DRAFT

maximum of 2 feet above average grade where the sign is placed.

(2) Maximum size/sign area: The maximum surface area of a monument sign is 50 square feet.

(3) Location: A monument sign is allowed in all zoning districts, but is prohibited on individual single- or two-family residential lots.

(4) Placement/setbacks: A monument sign must be placed a minimum of 5 feet from any property or right-of-way line.

(5) Maximum number: A site is allowed only one monument sign per street frontage, or a maximum of one per 300 feet of total street frontage if no pole or pylon sign is also used , but in no case are more than 3 monument signs allowed.

(L) Multi-Tenant Complex Sign.

(1) A “Unified-lot” means two or more contiguous premises, whether in a single building or multiple buildings, which are a part of the same site plan, shopping center, business complex, or other similar type of multi-tenant development.

(2) Except as expressly provided for within this subsection (L), owners or tenants of property located within a unified-lot may not construct, or advertise on, freestanding signs, except on multi-tenant complex signs that are the subject of a unified-lot sign agreement, to which they are a party, as further detailed in below subsection (f).

(3) A multi-tenant complex sign is a type of freestanding sign that is used to identify the name of a multiple-building and multiple-tenant retail shopping center, a business park, or an industrial, commercial or office center or complex to assist public safety and emergency personnel in identifying individual businesses or tenants on the site or within the shopping center or business complex. A multi-tenant complex sign must be mounted on a single structural element on one of the lots represented on the sign. A multi-tenant complex sign is allowed with a fully executed unified lot

DRAFT

agreement, as more particularly described in below subsection (6). Freestanding businesses that are represented on a multi-tenant complex sign, and that have a minimum building square footage of 5,000 square feet, are also allowed one monument sign on their own lot, in addition to representation on a site-applicable multi-tenant complex sign. All sign panels on a multi-tenant complex sign must be architecturally compatible and cohesively designed. Multi-tenant complex signs must comply with the following provisions:

(a) Maximum height: The maximum height of a multi-tenant complex sign is 35 feet. If located within 100 feet of an elevated portion of Interstate Highway 635, Interstate Highway 30 or President George Bush Turnpike/State Highway 190 and if sign visibility is impeded due to the highway elevation, the Planning Director may approve up to 10 feet of additional height, but in no case may it exceed a total height of 40 feet, in accordance with the alternative compliance provisions of Article 1, Division 2 of this Chapter 4.

(b) Maximum size/area: The maximum surface area of multi-tenant complex signs is 150 square feet per side for pylon style signs, and 200 square feet per side for monument style signs.

(c) Location: Multi-tenant complex signs are allowed in all nonresidential and mixed-use zoning districts on a unified-lot development site of combined contiguous lots that is at least 5 acres in size.

(d) Placement/setbacks: Multi-tenant complex signs must be placed a minimum of 10 feet from any property or right-of-way line. Multi-tenant complex signs may be only masonry pylon or monument style (that is, they may not be pole signs).

(e) Maximum number: Only one multi-tenant complex sign is allowed per 20 acres in the development and only one per street frontage.

(f) Unified-lot sign agreement: A unified-lot sign agreement, in a form provided by the City, is

required whenever the owners (or the sole owner if only one) of 2 or more contiguous lots agree to treat their separate lots as one unified lot for the limited purpose of sharing a multi-tenant complex sign. The property owners must both be named as parties and execute the agreement. The agreement shall provide the following: (i) a legal description of the properties subject to the agreement; (ii) the parties agree to treat their separate lots as one unified lot; (iii) the parties agree to maintain the sign in accordance with Section 4.72 of this Article 5; (iv) a provision that the parties, their heirs, and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement (except for freestanding businesses who may have one additional monument sign on their own lot); (v) a provision that the agreement is a covenant running with the land to be filed and made a part of the Deed Records of the applicable county of jurisdiction; and (vi) a provision that the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement is not effective until a true and correct copy of the approved agreement is filed with the applicable county and a copy is filed with the Building Official.

(M) Mural (also termed Original Art Display). A mural is a non-electronic, static work of art applied directly to a building's wall surface. Murals are intended for viewing and enjoyment by the public as art. Murals must comply with the following provisions:

(1) Maximum height: A mural may extend no higher than the height of wall surface.

(2) ~~Maximum size/area: The maximum surface area of murals is 20 square feet, or 20 percent of the wall surface area, whichever is less.~~

(3) Location: Murals are allowed in all nonresidential and mixed-use zoning districts.

(4) Placement/setbacks: Murals may only be placed on the vertical face only of a building. They must be

professionally applied by an experienced mural-painting artisan(s) using paint that will weather well and will generally remain legible and in its original appearance for at least 5 years following application.

(5) Maximum number: The number of murals is limited to one per building, or one per street frontage for a corner or through lot or property.

(N) Pole Sign. A pole sign is a single-support style sign that is placed on or anchored in the ground, and that is structurally independent of any building or other structure. Pole signs are prohibited in all zoning districts. .

(O) Programmable Signs (Electronic). A programmable sign is a sign capable of displaying changing content through still, animated, scrolling or moving messages or images by remote or automatic means without the need to physically touch the sign face. The term includes signs that project images, display messages or images by means of electronic or 'digital' illumination such as cathode ray tubes, light emitting diodes (LED), plasma screens, liquid crystal displays, fiber optics, lasers, projectors and similar technology. Electronic programmable signs must comply with the following provisions:

(1) Maximum height: The maximum height for an electronic programmable sign is the same standard as the type of sign on which it is attached (such as a monument sign, pole, or pylon sign).

(2) Maximum size/area: The maximum surface area of an electronic sign is the same standard as the type of sign on which it is attached (such as a monument sign, pole, or pylon sign)

(3) Location: Electronic programmable signs are allowed as on-premise, freestanding signs in all nonresidential and mixed-use districts. An electronic programmable sign is also permitted in a residential district on a site that contains and operates as a lawful nonresidential use, and that has at least one frontage on a Type D (four-lane, divided) or larger thoroughfare, as shown on the City's adopted *Major Thoroughfare Plan*, in which case the electronic programmable sign may only be placed on a Type D or

larger street frontage. Additionally, where located within a residential district or within 25 feet of a residential district, electronic programmable signs are prohibited from displaying illuminated messages between 10:00 p.m. to 6:00 a.m. to further minimize potential negative impacts on surrounding residential properties.

(4)Attached signs or Attached Wall Signs. Attached programmable signs are prohibited in all districts.

(5) Placement/setbacks: The placement and setback standard for an electronic programmable sign is the same as the type of sign on which it is attached (such as a monument sign or pylon sign).

(6) Maximum number: One electronic programmable sign is allowed per site. Except on a site in a nonresidential zoning district with frontage on 2 or more streets, or more than 300 feet of frontage on a single street, a maximum of 2 electronic programmable signs are allowed, both of which must be monument signs.

(7) Electronic programmable signs are prohibited from:

(a) Displaying animated, full-motion or other moving images, or display a flashing or blinking image, an image that incorporates intermittent or bursts of illumination, or an image that scrolls, fades, rolls, shades, dissolves, or otherwise gives the appearance of movement that is not solely a transition between displays as provided by Subsection 4.78(P)(7)(c) below;

(b) Projecting an image onto a structure, building, the ground, or another object;

(c) Displaying an image for a period of less than eight seconds, or exceeding a period of two seconds during a transition between a complete change of message (other than black screen);

(d) Transitioning from one display to the next in a manner that requires the viewer to read subsequent displays in order to determine the message being conveyed; or

(e) Including any audio message.

(8) A programmable sign must be equipped with a properly functioning automatic dimmer to adjust the luminance of the sign relative to ambient light so that at no time the sign will exceed the luminance limitations of Subsections 4.70(I) and 4.70(J). A programmable sign must be equipped with a properly functioning default mechanism that will cause the sign to revert immediately to a single, fixed, non-transitory image or to a black screen if the sign malfunctions. The owner of a programmable sign must provide the Building Official with current, valid contact information for a person who is authorized and able to turn off the programmable sign within four hours of notification in the event of a malfunction.

(9) The sign face(s) of a freestanding on-premise pylon or monument signs may be converted to a programmable sign only in a manner that fully conforms to the provisions of this GDC. A lawfully existing, nonconforming on-premise sign must be made conforming in all respects including, without limitation, setbacks, sign area, height, and number in order to convert the sign face(s) of the sign to a programmable sign.

(P) Pylon Sign. A pylon sign is a double- (or multiple-) support single-tenant or multi-tenant style sign that is placed on, or anchored in, the ground, and that is structurally independent of any building or other structure. Pylon signs must be designed in such a manner so that the support structures are architecturally and visibly distinct from one another. Pylon signs must be located entirely on private property and not within any public right-of-way or easement. All sign panels on a multi-tenant pylon sign must be architecturally compatible and cohesively designed. All supports for a pylon sign must be constructed of masonry products (or be constructed in such a manner as to have the appearance of masonry (however, stucco construction is not allowed). Pylon signs must comply with the following provisions:

(1) Maximum height: A pylon sign may be a maximum height of 22 feet.

(2) Maximum size/area: The maximum surface area of a pylon sign is 150 square feet.

(3) Location: Pylon signs are allowed in all nonresidential zoning districts with the exception of NS, NO, UR, UB and DT districts (only monument-style freestanding signs are allowed in those districts).

(4) Placement/setbacks: A pylon sign must be placed a minimum of 20 feet from any property or right-of-way line.

(5) Maximum number: One pylon sign per site per public street frontage is allowed (not allowed if property only has access from an access easement or non-public street); minimum spacing between freestanding pylon signs on-site and from those on adjacent properties shall be at least 150 feet.

(Q) Reader Board Sign. Reader board signs must comply with the standards of a "Changeable Message Sign, Non-Electronic."

Division 6 – Variances; Appeals

Section 4.81 Variances; Appeals

A request for a variance to one or more of the sign-related regulations cited in Subsection (D) below may be submitted to the Planning Department in the format specified by the Department, and will be processed and scheduled for consideration for approval by the Plan Commission using the processing procedures set forth in Division 4 of Chapter 5 of this GDC, and using the notification and public hearing procedures set forth in Article 2, Division 2 and Division 3 of Chapter 1 of this GDC.

(A) The Plan Commission may, in specific cases and subject to appropriate conditions, authorize variances and exceptions to the regulations established in this Article 5 when the Commission has made a finding from the evidence presented that strict compliance with a requirement will result in a hardship or inequity to the applicant in accomplishing the objectives of this article, provided that economic or self-created hardship alone is not a sufficient basis for the granting of a variance or exception. A three-quarters (3/4) vote of the Plan Commission members present and voting is required to approve a sign variance. Upon appeal (if any), a three-quarters (3/4) vote of the City Council members

present and voting is required to overrule a sign variance denial by the Plan Commission.

(B) The Plan Commission, in considering an application for a sign variance, shall apply the criteria for approval set forth in Section 5.12, Division 4 of Chapter 5, including, but not limited to, the extent to which the site for which the applicant seeks a variance differs from adjoining sites, the extent that the hardship or inequity claimed by the applicant is self-created or based upon financial need of the applicant, and the adverse effects that the granting of a variance may or would create.

(C) Allowed Variances. The following sign-related regulations may be varied in accordance with the provisions of the above Subsection (C):

(1) Increase the maximum sign area up to an additional 25 percent; and

(2) Encroachment into a required sign setback.

(D) Administrative Approval for Increased Sign Area. An increase in sign area for attached signs and freestanding signs up to 10 percent of the allowable sign area may be approved by the Planning Director provided that the request meets the criteria outlined for development variances in Section 5.12, Division 4 of Chapter.

DRAFT

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4.b.**

Meeting Date: January 7, 2019

Item Title: Discuss Item for May 4th Election - Sale of Bunker Hill Park

---

Summary of Request/Problem

At the request of Council Member David Gibbons and Council Member Robert John Smith, Council is requested to discuss adding a proposition to the May 4, 2019 ballot to sell Bunker Hill Park.

Recommendation/Action Requested and Justification

Council discussion.