

CITY OF DRIPPING SPRINGS

ORDINANCE No. 1251.03

**MASTER SIGN PLAN *for* THE SAWYER
RANCH SUBDIVISION**

AN ORDINANCE ENACTING CHAPTER 26, APPENDIX “C”, OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR A MASTER SIGN PLAN FOR A PORTION OF THE SAWYER RANCH SUBDIVISION; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; AND FINDINGS OF FACT; CODIFICATION; REPEALER; SEVERABILITY; PROPER NOTICE AND MEETING; ENFORCEMENT INCLUDING CRIMINAL PENALTIES INCLUDING CRIMINAL FINES NOT TO EXCEED \$500.00 AND CIVIL FINES OF UP TO \$100.00

- WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to promote uniform regulations and specifications for signs throughout the city limits and extraterritorial jurisdiction in order to uphold and further the intent and purposes of the City’s Sign Ordinance; and
- WHEREAS**, the owners of the property more fully described in Attachment A (the “Property”), have asked for a series of approvals for signage as part of the development of the subdivision; and
- WHEREAS**, the City Council finds there are special and unique hardships present on the site due to the size, shape and topography of the property, its distance from Ranch Road 12 and U.S. Highway 290, and the interference with lines of sight posed by adjacent properties; and
- WHEREAS**, the City Council concludes that the proposed sign locations, configurations, design, materials, and colors are harmonious with the hill country setting; and
- WHEREAS**, the City Council finds that approval of this Master Sign Plan is reasonable and more efficient than individual consideration and approval of particular variances; and
- WHEREAS**, the intent of this Ordinance is to provide for consistent and compatible signage for the Property, in order to provide a uniform look and feel throughout the subdivision that is appropriate for the subdivision’s location in the city limits; and
- WHEREAS**, the City Council has determined that the standards and specifications set forth in this Ordinance are consistent with the intent of the City’s Sign Ordinance, and spirit of the City’s Comprehensive Plan; and
- WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the general authority to regulate the use of land and construction of buildings; and

WHEREAS, pursuant to Chapter 216 of the Texas Local Government Code, the City has the specific authority to regulate signs; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance approving the Master Sign Plan for the Sawyer Ranch Subdivision.

NOW, THEREFORE, BE IT ORDAINED by the Dripping Springs City Council:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 26, Appendix “C” of the City of Dripping Springs Code of Ordinances is hereby established so to read in accordance with *Attachment “A”*, and all exhibits, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

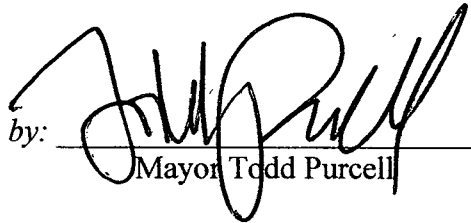
This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 10th day of May, 2016, by a vote of 4 (*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: 

Mayor Todd Purcell

ATTEST:



Kerr Craig, City Secretary

City of Dripping Springs
CODE OF ORDINANCES
CHAPTER 26: SIGNS
APPENDIX "C":

MASTER SIGN PLAN FOR THE SAWYER RANCH SUBDIVISION

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular Name

This Appendix to Chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for the Sawyer Ranch Subdivision."

1.2 Purpose

This Appendix provides standards for consistent and compatible signage for the complex as a whole, and signage utilized by individual tenants, in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location in the city limits.

1.3 Scope

1.3.1 This Appendix applies to all property at Sawyer Ranch, that being the following lots, collectively known as "the Property":

- i.** Lot 1-B, Tract One of the Sawyer Ranch Subdivision, Hays County, Texas, the address being US 290, Dripping Springs, Texas 78620.
- ii.** Lot 1-C, Tract One of the Sawyer Ranch Subdivision, Hays County, Texas, the address being US 290, Dripping Springs, Texas 78620.
- iii.** Lot 1-D, Tract One of the Sawyer Ranch Subdivision, Hays County, Texas, the address being US 290, Dripping Springs, Texas 78620.
- iv.** Lot 2-A, Tract Two of the Sawyer Ranch Subdivision, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620.
- v.** Lot 2-B, Tract Two of the Sawyer Ranch Subdivision 33, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620.

1.3.2 This Appendix applies to the Owner and to each individual Tenant occupying the Property at Sawyer Ranch. Owner shall provide each Tenant with a copy of this Appendix. Both the Owner and the Tenant are Responsible Parties under Chapter 26 for purposes of Enforcement of this Appendix and Chapter 26.

1.4 Applicability

- 1.4.1 The standards set forth in this Appendix, along with the illustrations identified as *Exhibit #1*, which are included herein for all intents and purposes, shall govern the signage erected on the Property.
- 1.4.2 Permit applications for signs proposed to be erected and maintained at the Property at Sawyer Ranch shall be evaluated for compliance with the standards set forth in this Appendix, Chapter 26 (Signs), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).
- 1.4.3 Variance applications for signs proposed to be erected at the Property at Sawyer Ranch shall be evaluated in accordance with the standards set forth in this Appendix, Chapter 26 (generally), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).
- 1.4.4 If the standards in this Appendix conflict with specific provisions of Chapter 26, this Appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this Appendix.

1.5 Administration

- 1.5.1 Sign permit applications under this Appendix are subject to the general rules and procedures for sign permits set forth in Chapter 26.
- 1.5.2 Sign permit applications must include the written consent of the Owner stating that the Owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1 Rules of Interpretation

Words and phrases used in this Appendix shall have the meanings set forth in this section. Terms that are not defined below, but are defined in Chapter 26 of the Code of Ordinances, or elsewhere in the Code, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and *vice versa*); and words in the masculine gender shall include the feminine gender (and *vice versa*). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2 Specific Terminology

City: the City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

Owner: the person who owns property at Sawyer Ranch, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this Appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: a human individual, agency, association, business, corporation, partnership or sole proprietorship.

Tenant: a person with a leasehold interest in a designated unit within the Property at Sawyer Ranch. Subtenants shall not be treated as separate Tenants for purposes of calculating the maximum allowable signage under this Appendix.

SECTION 3. PROPERTY SIGNAGE

3.1 General Consistency

- 3.1.1 Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.
- 3.1.2 Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as *Exhibit #1*.
- 3.1.3 Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.
- 3.1.4 Static.** Projecting Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2 Monument signs

- 3.2.1** Owner may erect four (4) Monument Signs at the following locations, the approximate location of such monument signs is shown in Exhibit #1:
- i. Monument Sign 1:** On the corner of Lot 1-B, Tract One of the Sawyer Ranch Subdivision and US 290.
 - ii. Monument Sign 2:** On the corner of Lot 1-D, Tract One of the Sawyer Ranch Subdivision and US 290.
 - iii. Monument Sign 3:** On the corner of Lot 1-B, Tract One of the Sawyer Ranch Subdivision and Sawyer Ranch Road.
 - iv. Monument Sign 4:** On the edge of Lot 2-B, Tract Two of the Sawyer Ranch Subdivision and Sawyer Ranch Road.
- 3.2.2 Building Materials:**
Each monument sign shall consist of a base comprised of rock masonry, stucco for the monument, and a capstone comprised of limestone.
- 3.2.3 Height:**
- i.** The maximum height for Monument Signs 1 and 2 shall not exceed eight feet (8'), including a fourteen inch (14") stone base comprised of white chopped and down stone.

- ii. The maximum height for Monument Signs 3 and 4 shall not exceed six feet (6'), including a twelve inch (12") stone base comprised of white chopped and down stone.

3.2.4 Width:

- i. The maximum width for Monument Signs 1 and 2 shall not exceed twenty-six inches (26").
- ii. The maximum width for Monument Signs 3 and 4 shall not exceed twenty-two inches (22").

3.2.5 Length:

- i. The maximum length for Monument Signs 1 and 2 shall not exceed one hundred and fifty-six inches (156").
- ii. The maximum length for Monument Signs 3 and 4 shall not exceed one hundred and sixty inches (160").

3.2.6 Each Monument Sign may have the following number of panels:

- i. Monument Signs 1 and 2 may have six (6) panels per side.
- ii. Monument Sign 3 may have nine (9) panels per side.
- iii. Monument Sign 4 may have twelve (12) panels per side.
- iv. Only one (1) panel is allowed per side per Tenant.

3.2.7 Panels:

i. Monument Signs 1 and 2:

- 1. Each panel shall be eighteen inches in height and seventy-two inches in length (18"x72").
- 2. All tenant Panels shall have Black VCO.
- 3. The letters on each panel shall be four inches (4') in height.
- 4. Tenants on any lots of the Property may have a panel on these Monument Signs.

ii. Monument Sign 3:

- 1. Each panel shall be twelve inches in height and fifty inches in length (12"x50").
- 2. All tenant panels shall have Black VCO.
- 3. The letters on each panel shall be three inches (3") in height.
- 4. Tenants on any lots of the Property may have a panel on this Monument Sign.

iii. Monument Sign 4:

- 1. Each panel shall be nine inches in height and fifty inches in length (9"x50").
- 2. All tenant panels shall have Black VCO.
- 3. Only tenants on Lot 2-B, Tract Two of the Sawyer Ranch Subdivision, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620 may have a panel on this Monument Sign.

3.2.8 Signs subject to this section shall not be illuminated.

SECTION 4. TENANT SIGNAGE

4.1 Architectural General Consistency

4.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.1.2 Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as *Exhibit #1*.

4.2 Projecting Signs

4.2.1 This section shall only apply to Lot 2-B, Tract Two of the Sawyer Ranch Subdivision, Hays County, Texas, the address being Sawyer Ranch Road, Dripping Springs, Texas 78620 (the “Medical Towers”).

4.2.2 Only six (6) projecting signs are permitted on the Medical Towers Building.

- i.** One sign shall be the name of the building projecting the name “A Hat Trick Development Medical Towers Sawyer Ranch.”
- ii.** The remaining five (5) signs shall project the names of the five (5) main anchor tenants’ businesses, signs are subject to change depending on the anchor tenants. Only one (1) projecting sign is permitted per anchor business on the Medical Towers. These signs include the names:
 1. “Heart of Texas Eye Institute”
 2. “Urgent Care”
 3. “Lewis Family Medicine Urgent Care”
 4. “Solutions Pharmacy”
 5. “River City Docs Orthopedics”

4.2.3 East Elevation

- i.** Two (2) projecting signs are permitted on this elevation of the Medical Towers.
- ii.** Sign: Solutions Pharmacy
 1. Lettering constituting such signage shall consist of two (2) horizontal lines of lettering not to exceed fifty inches (50”) in height, including a minimum eight-inch (8”) space between the two lines.
 2. The total length of this sign shall not exceed thirteen feet, three inches (13’-3”).
 3. Faces and Returns shall be black.
 4. This sign shall be located on the northwest corner of the building.
- iii.** Sign 2: Urgent Care
 1. Lettering constituting such signage shall consist of one (1) horizontal line of lettering not to exceed nineteen inches (19”) in height.
 2. The total length of this sign shall not exceed fifteen feet, four inches (15’-4”). Faces shall be red acrylic.
 3. Trimcap and Returns shall be red.

4.2.4 North Elevation

- i.** Two (2) projecting signs are permitted on this elevation of the Medical Towers.
- ii.** Sign 1: A Hat Trick Development Medical Towers Sawyer Ranch
 1. Lettering constituting such signage shall consist of three (3) horizontal lines of lettering not to exceed thirty-three inches (33”) in height.
 2. The total length of this sign shall not exceed sixteen feet, eleven inches (16’-11”).

3. This sign shall be located on the northwest corner of the building.

iii. Sign 2: Lewis Family Medical Urgent Care

1. Lettering constituting such signage shall consist of three (3) horizontal lines of lettering not to exceed sixty-three and four tenths inches (63.4”).
2. The total length of this sign shall not exceed one hundred and thirty-nine inches (139”).
3. Faces and Returns shall be black.
4. The location of this sign shall be on the northeast corner of the building.

4.2.5 West Elevation

- i. Two (2) projecting signs are permitted on this elevation of the Medical Towers.

ii. Sign: Heart of Texas Eye Institute

1. Lettering constituting such signage shall consist of two (2) horizontal lines of lettering not to exceed forty-one inches (41”) in height, including a minimum one and four-fifths inch (1.8”) space between the two lines.
2. The total length of this sign shall not exceed sixteen feet, eleven inches (16’-11”).
3. Faces and Returns shall be black.
4. This sign shall be located on the northwest corner of the building.

iii. River City Docs Orthopedics

1. Lettering constituting such signage shall consist of two (2) horizontal lines of lettering not to exceed forty-one inches (41”) in height, including a minimum three inch (3”) space between the two lines.
2. The total length of this sign shall not exceed sixteen feet, seven inches (16’-7”).
3. Faces and Returns shall be black.
4. This sign shall be located on the northeast corner of the building.

4.2.6 Projecting Signs may be illuminated. LED illumination shall be below 3000 Kelvin. The property owner shall provide electricity for the illumination of each sign.

4.2.7 Projecting Signs that are illuminated must be turned off at closing time of the business or 10:00 p.m. at the latest.

4.2.8 Projecting Signs may not exceed sixty-four (64) square feet.

4.2.9 All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

SECTION 5. PROHIBITION

It is an offense for any person to erect, install or place signage at Sawyer Ranch Subdivision in violation of this Appendix.

SECTION 6. ENFORCEMENT

6.1 Civil & Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Appendix as may be required by governing law. Any person violating any provision of this Appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Appendix is hereby

declared to be a nuisance.

6.2 Criminal Prosecution

Any person violating any provision of this Appendix shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00). Each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Chapter is a misdemeanor.

6.3 Civil Remedies

Nothing in this Appendix shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Appendix and to seek remedies as allowed by law, including, but not limited to the following:

6.3.1 Injunctive Relief. Injunctive relief to prevent specific conduct that violates the Appendix or to require specific conduct that is necessary for compliance with the Chapter.

6.3.2 Civil Penalty. A civil penalty up to five hundred dollars (\$500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Appendix and after receiving notice committed acts in violation of the Appendix or failed to take action necessary for compliance with the Chapter; and other available relief.

6.3.3 Stop Work Order. In the event work is not being performed in accordance with this Appendix, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.