



**CITY OF FRIENDSWOOD
PLANNING AND ZONING COMMISSION REGULAR MEETING
THURSDAY, AUGUST 10, 2023 - 6:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. COMMUNICATIONS FROM THE PUBLIC

In order to comply with provisions of the Open Meetings Act, the Commission may not deliberate on subjects discussed under this agenda item. However, the Commission may direct such subjects to be placed on a later regular Commission agenda for discussion and/or possible action.

3. CONSENT AGENDA

These items are considered routine or ministerial in nature and will be enacted with one motion. There will be no separate discussion of items unless a commissioner so requests in which case the item would be removed from the consent agenda and considered separately.

- A.** Consider approval of the minutes for the regular meeting held Thursday, July 27, 2023

4. ACTION ITEMS

A. ZONE CHANGE REQUEST: 209 E EDGEWOOD DR TO CHANGE UNDERLYING ZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO OFFICE PARK DISTRICT (OPD)

- i** Conduct a public hearing regarding a request for a zone classification change located at 209 E Edgewood Drive, .2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop.
- ii** Consider making a recommendation to City Council for the requested zone classification change located at 209 E Edgewood Drive, .2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22)

to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop.

B. SITE PLAN AMENDMENT: 3201 E FM 528 RD

Consider approval of a site plan amendment for the property located at 3201 E FM 528 RD for the proposed Friendswood Community Hospital.

C. RECOMMENDATION: AMENDMENTS TO APPENDIX A, SIGN ORDINANCE

Consider making a recommendation to City Council for the proposed amendments to Appendix A, Sign Ordinance.

D. Consider approving a one-time, one-year extension for the following final plats: Avalon at Friendswood Detention Final Plat.

5. COMMUNICATIONS

A. Announcement of the next Planning and Zoning Commission regular meetings for (i) Thursday, August 24, 2023 and (ii) Thursday, September 14, 2023.

B. Receive the July 2023 DRC Report, Council Liaison updates concerning action taken by the City Council on Planning and Zoning related items, and Commissioner comments concerning items of community interest and/or requesting future agenda items.

6. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE PLANNING AND ZONING COMMISSION RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Aubrey Harbin, LEED AP
Director of Community Development/City Planning



Posted by: Leticia Brysch, City Secretary
Posted in compliance with the Texas Open Meetings
Act this 7th day of August 2023, at 5:00 P.M.



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: Consider approval of the minutes for the regular meeting held Thursday, July 27, 2023

Action:

SUMMARY / ORIGINATING CAUSE

The draft minutes are attached for review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

n/a

RECOMMENDATIONS

n/a

ATTACHMENTS

1. 07-27-2023 PZ Minutes



**CITY OF FRIENDSWOOD
PLANNING AND ZONING COMMISSION
THURSDAY, JULY 27, 2023 - 6:00 PM**

Minutes

**MINUTES OF A FRIENDSWOOD REGULAR MEETING HELD AT 910 S. FRIENDSWOOD
DRIVE, FRIENDSWOOD, TEXAS, FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS**

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
JULY 27, 2023

1. CALL TO ORDER

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD PLANNING AND ZONING
COMMISSION THAT WAS HELD ON THURSDAY, JULY 27, 2023, AT 06:00 PM 910 S.
FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS

CHAIRMAN TOM HINCKLEY
VICE-CHAIRMAN RICHARD SASSON
COMMISSIONER TRAVIS MANN
COMMISSIONER MARCUS RIVES
COMMISSIONER BRIAN BOUNDS
COMMISSIONER MARSHA CONRAD
COUNCIL LIAISON JOE MATRANGA
CITY ATTORNEY KAREN HORNER
DIRECTOR OF CDD/PLANNER AUBREY HARBIN
ASSISTANT PLANNER BECKY BENNETT

COMMISSIONER CATHERINE KOERNER WAS ABSENT FROM THE MEETING.

2. OATHS OF OFFICE

- A. Administer the oath of office to Commissioner Thomas Hinckley and Commissioner Travis Mann.

City Planner Harbin provided the oath of office to Chairman Hinckley followed by the oath of office to Commissioner Mann.

3. COMMUNICATIONS FROM THE PUBLIC

In order to comply with provisions of the Open Meetings Act, the Commission may not deliberate on subjects discussed under this agenda item. However, the Commission may direct such subjects to be placed on a later regular Commission agenda for discussion and/or possible action.

None.

4. CONSENT AGENDA

These items are considered routine or ministerial in nature and will be enacted with one motion. There will be no separate discussion of items unless a commissioner so requests in which case the item would be removed from the consent agenda and considered separately.

- A. Consider approval of the minutes of the Planning and Zoning Commission Regular Meeting held Thursday, July 13, 2023.

**Commissioner Marcus Rives moved to approve the minutes of the Planning and Zoning Commission Regular Meeting held Thursday, July 13, 2023. Seconded by Commissioner Travis Mann. The motion was approved unanimously.

5. DISCUSSION

- A. Discuss proposed amendments to Appendix A, "Signs" of the Friendswood City Code.

The Commission discussed whether or not to allow a second monument sign for corner lots with more than one street frontage. The Commission decided a second monument sign was not necessary for businesses to adequately advertise, since multiple wall signs are already allowed. Harbin said any signage regulated or mandated by federal or state governments would pre-empt local ordinance and would be allowed.

6. COMMUNICATIONS

- A. Announcement of the next Planning and Zoning Commission regular meetings for (i) Thursday, August 10, 2023 and (ii) Thursday, August 24, 2023.
- B. Receive Council Liaison updates concerning action taken by the City Council on Planning and Zoning related items, and Commissioner comments concerning items of community interest and/or requesting future agenda items.

Councilman Matranga thanked Commissioners Hinckley and Mann for serving another volunteer term with the commission.

Vice-Chairman Sasson reminded the commissioners to refrain from using Reply All in emails to avoid a possible walking quorum.

Commissioner Rives reported he attended the Galveston County Consolidated Drainage District (GCCDD) meetings and that GCCDD approved a preliminary plat for Friendswood Trails Section 4B-5A and a drainage plan for a waterline through Friendswood Trails.

Chairman Hinckley thanked the Ordinance Subcommittee for all their work on the Sign Ordinance update.

7. ADJOURNMENT

This meeting was adjourned at 06:16 PM.



FRIENDSWOOD PLANNING & ZONING COMMISSION

AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: Conduct a public hearing regarding a request for a zone classification change located at 209 E Edgewood Drive, .2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop.

Action:

SUMMARY / ORIGINATING CAUSE

The owners of the building located at 209 E Edgewood Drive are requesting to change the underlying zoning of their parcel from Planned Unit Development (PUD) to Office Park District (OPD). This lot was sold off by metes and bounds in 2019, which was long after the property was platted in 2000. The tract meets the minimum lot size for the Office Park District (OPD) which is 100 feet by 100 feet. Access to the lot is provided by a dedicated access easement. Ordinance number 97-22 changed the zoning from OPD to PUD, but no uses were defined as part of the PUD (see attached ordinance). The Specific Use Permit (SUP) to allow a print shop was added in 1998 (Ordinance 98-5) and is the only use that would currently be allowed to occupy the building. Changing the underlying zoning back to OPD will allow uses in that category in addition to the print shop since the SUP will remain as an overlay.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the zone change request will allow additional uses within the existing building.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Application_209 E Edgewood Dr
2. Deed_209 E Edgewood Dr
3. Plat_Melody Plaza Section 2 Replat
4. Survey_209 E Edgewood Dr
5. Aerial Map_209 E Edgewood Dr
6. FLUM_209 E Edgewood Dr
7. Location Map_209 E Edgewood Dr
8. Zoning Map_209 E Edgewood Dr
9. Rezoning Report_209 E Edgewood Dr
10. Ord 97-22 OPD to PUD



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

Request is to change
the underlying zoning
and keep the SUP that
was approved with
Ordinance 98-5.

CURRENT ZONE OF PROPERTY: PUD/SUP 98-5

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: OPD

☐ Planned Unit Development Option 1

☐ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☒ Specific Use Permit Option 2

SUP for Use(s) #: ~~323~~

PROPERTY IDENTIFICATION:

Address: 209 E Edgewood Drive

Platted Land – Plat Name: Replat of Melody Plaza Section 2 Lot: 2-2 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: 2351 Properties, L.L.C. Phone: 832-569-4562

Owner's Mailing Address: 3908 Oakwood Dr N

City: Pearland State: TX Zip: 77581 Fax: _____

Owner's Email Address: rsmithhart@minutemanpress.com

AGENT'S NAME : Robert Smithhart Phone: 832-569-4562

Agent's Mailing Address: rsmithhart@minutemanpress.com

City: Pearland State: TX Zip: 77581 Fax: _____

Agent's Email Address: rsmithhart@minutemanpress.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Robert Smithhart Date: 07/05/2023

Agent's Signature: Robert Smithhart Date: 07/05/2023

Received By: <u>Becky Bennett</u>	Application Number: <u>2023-0024</u>
Date of Public Hearing: <u>8-10 + 9-11</u>	Received Date: <u>7-5-2023</u>
Property Owner Notices: <u>7-28</u>	Newspaper Notice: <u>7-17</u>
	Sign on Property: <u>7-28</u>

DEED OF TRUST

THE STATE OF TEXAS :
COUNTY OF GALVESTON : KNOW ALL MEN BY THESE PRESENTS:
:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

This DEED OF TRUST, made and entered into by and between **2351 PROPERTIES, LLC**, hereinafter called Grantor (whether one or more), for the purpose of securing the indebtedness hereinafter mentioned, and in consideration of the sum of **TEN DOLLARS (\$10.00)**, paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, do Grant, Sell and Convey unto **PATRICK F. DOYLE, DENNIS R. BETTISON, JEFF ADAMS, DONNIE QUINTANILLA, JANA L. HARTNETT, ALBERT G. REDMOND, PETER J. SAPIO, JR. or THEA CLARK, as Trustee(s)**, and also to the Substitute Trustee, as hereinafter provided, all of the following described real property, to-wit:

A tract of land containing 0.2893 acre out of Lot 2, in Block 1, of Final Replat of MELODY PLAZA, SECTION TWO (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, and being out of a 0.675 acre tract out of Lot 4, in Block 9, of Friendswood Subdivision, out of the Sarah McKissick League or J.R. Williams League, according to the map as recorded in Volume 254-A, Page 18, in the Office of the County Clerk of Galveston County, Texas, and being that same tract of land conveyed from David O' Farrell to Greg Saltee, by Deed dated January 30, 1998, recorded under Galveston County Clerk's File No. 9804693, and said 0.2893 acre being more particularly described by metes and bounds as reflected in EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all improvements thereon, or to be placed thereon, including all lighting fixtures, water heaters, plumbing fixtures, built-in appliances, heating and air conditioning equipment (central or otherwise), carpeting, window shades, Venetian blinds, dishwashers, disposals, now or hereafter attached to or used in connection with said premises, all of which shall be considered as fixtures and to form a part of the realty covered by the lien hereof. Grantor also conveys to Trustee, a security interest in the consumer goods or equipment described herein to further secure the indebtedness.

TO HAVE AND TO HOLD the said premises unto the said Trustee, and to his successors and assigns, forever, hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof, unto the said Trustee, hereinbefore named, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same for and upon the following Trust,

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to-wit: Whereas the said Grantor is justly indebted to **GREG SALLEE and JANICE J. SALLEE**, hereinafter called Holder (whether one or more), as evidenced by one certain promissory note of even date herewith executed by **2351 PROPERTIES, LLC**, in the amount of **ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$192,500.00)** and being payable to the order of **GREG SALLEE and JANICE J. SALLEE**, at _____, as follows: As provided therein.

This conveyance is made for the security and enforcement of the payment of said indebtedness, or any extensions or renewals thereof, and also for the security and payment of any other indebtednesses or obligations of Grantor to Holder, whether primary or secondary, owing by Grantor to Holder, and for all sums of money which may be advanced by Holder to or for the benefit of Grantor, his heirs or assigns. The liens herein referred to shall expressly secure any such past or future indebtednesses, as well as the indebtedness herein expressly described, and default in the terms of any note evidencing such past, present or future indebtedness, or default in the terms of any deed of trust securing same shall be an event of default and breach of covenant under all of said notes and deeds of trust or other security instrument, thereby giving Holder the right to accelerate the payment of any or all said notes and to foreclose under the terms of any or all of the deeds of trust or other security instruments.

The note also provides that if default is made in the payment of any installment thereunder, or if default be made in the performance of any of the covenants contained in this deed of trust, then at the option of the Holder, the note shall become immediately due and payable without notice, and that this lien may be foreclosed. Failure to exercise this option is not to constitute a waiver of the right to exercise it in the event of any subsequent default. If maker defaults on any payment of any installment due on this note or if it is collected in any probate or bankruptcy proceeding and an attorney is employed to enforce or collect this note, whether by suit or otherwise, maker agrees to pay an attorney's fee of 10% of the principal and interest then due.

Grantor covenants, and agrees as follows:

1. To make prompt payment of the aforementioned indebtedness, both principal and interest, as the same shall become due and payable.
2. That they have a good and merchantable title in fee simple to the premises hereby conveyed, free and clear from all encumbrances, with full right and authority to convey the same, and will warrant and defend the title against the claims of all persons whatsoever.
3. To pay, as the same shall become due and payable, all taxes and special assessments, now chargeable to or assessed against or hereafter chargeable to or assessed against the above described property.
4. Grantor further covenants and agrees to insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Holder during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness or the full insurable value of said improvements whichever is the lesser, in such form and with such insurance company or companies as may be approved by the Holder, and to deliver to the Holder the policies of such insurance having attached to said policies such

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mortgage indemnity clause as the Holder shall direct; to deliver renewals of such policies to the Holder at least ten (10) days before any such insurance policies shall expire; and sums which may become due under any such policy, or policies, may be applied by the Holder, at his option, to apply toward sums advanced by Holder under the terms of this Deed of Trust to reduce said debt, or the Holder may permit Grantor to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

5. To pay any and all prior indebtedness that may be owing against the above described property strictly in accordance with the terms thereof and to comply strictly with the terms, agreements, covenants and provisions of any and all liens and instruments securing same, and on request of the Holder to present to the Holder receipts or photostatic copies of receipts for each payment on the indebtedness within five days after such payment is due.

6. At the option of the Holder, Grantor shall pay monthly to the Holder to protect the security of this Deed of Trust, in addition to the payments upon the above described note and together therewith, on each installment date, and until said note is fully paid, a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the above described property, plus taxes and assessments next due on said premises (all as estimated by the Holder) less all sums paid therefore divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will become delinquent, such sums to be held by the Holder in trust to pay said premiums, taxes and special assessments. The duty and obligation to obtain such insurance and pay said taxes shall in all events remain on the Grantor but the funds obtained under this paragraph may be used to pay therefore.

7. Grantor shall keep said improvements in good condition and repair, and they shall not permit waste on said property or do or permit to be done any act or thing that would tend to depreciate the value of the above described property.

8. Grantor shall in no manner impair any lien securing the aforementioned indebtedness.

9. That in the event the ownership of the premises covered hereby or any part thereof become vested in a person other than the Grantor, the Holder of the note secured hereby, may, without notice to the Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantor without in any way vitiating or discharging the Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises covered hereby and no forbearance on the part of the Holder of the said note and no extension of the time for the payment of the debt hereby secured, given by said Holder shall operate to release, discharge, modify, change or affect the original liability to the Grantor either in whole or in part.

10. Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to Grantor in any condemnation proceedings shall, at the option of Holder, be applied on the above described indebtedness.

11. Grantor will not sell the property to a purchaser unless said purchaser is approved in writing by Holder and such purchaser assumes payment of the indebtedness remaining unpaid and Grantor furnishes Holder with a copy of his deed to purchaser and pays Holder a reasonable

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and customary transfer fee. In the event of such sale and conveyance, Holder shall have the right and option to declare the entire amount of indebtedness secured hereby due and payable by giving notice in writing within one year from the date actual notice of the conveyance is received by Holder to Grantor at his last known address and to purchaser at the situs of these premises. Failure to pay the indebtedness so declared to be due in full within 30 days after the giving of such notice shall constitute an event of default hereunder, and the trustee is and shall be empowered, when requested to do so by the Holder of this note after such default, sell the premises as herein provided. However, if all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including any contract for deed), without Holder's prior written consent, which consent may be withheld in Holder's sole discretion, Holder may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between buyers, or the passage of title by reason of the death of a buyer or by operation of law will not entitle Holder to exercise the remedies provided in this paragraph.

12. Now, should Grantor perform all of the covenants herein contained, and make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and the lien created hereby shall be released by Holder, or other Holder thereof, at the expense of Grantor.

13. Should Grantor fail or refuse to make prompt payment of the above described note as the same shall become due or payable or should Grantor breach any of the acts, conditions, obligations contained herein, or should Holder determine, in its sole judgment that the ability of Grantor or any person obligated to pay the indebtedness or any part thereof or perform the obligations or any part thereof, has deteriorated or been significantly impaired, or that the mortgaged premises had become insufficient as security for the indebtedness, then as in any of such events, the Holder may, at its option, declare the entire indebtedness hereby secured with all interest and all other sums hereby secured, to be immediately matured and become due and payable without demand or notice of any character, and it shall thereupon, or at any time thereafter, be the duty of the Trustee, and of his successor or substitute as hereinafter provided, on the request of Holder, (which request is hereby presumed), to enforce this Trust and make sale of said real property as provided in V.T.C.A., Property Code, Section 51.002, as amended, after notice as provided in said Section (but without any other notice than is required by said Section 51.002, as amended) selling all the property above conveyed as an entirety or in parcels, as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the Grantor, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of 5% to himself, and then to Holder, the full amount of principal, accrued interest and attorney's fees due and unpaid on said indebtedness as hereinabove set out, rendering the balance of the purchase money, if any, to the Grantor, their heirs, or assigns; and said sale shall forever be a perpetual bar against Grantor, their heirs and assigns. And Holder shall have the right to purchase at such sale, being the highest bidder.

14. It is agreed that if default be made in the payment of any installment of the note secured by this deed of trust or if advancements are made under the terms of this deed of trust, the Holder thereof shall have the option to proceed with foreclosure in satisfaction of such items, either through the courts or by directing the Trustee(s) or his successors in trust to proceed as if under a foreclosure, conducting the sale as herein provided and without declaring the whole debt

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due, and provided that if said sale is made because of such default, such sale may be made subject to the unmatured part of the note and debt secured by this deed of trust, and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the debt secured by this deed of trust, but as to such unmatured part of this deed of trust shall remain in full force and effect just as though no sale had been made under the provisions of this paragraph. And it is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the debt secured hereby, it being the purpose to provide for a foreclosure and to sell of the security for any matured portion of the debt secured hereby without exhausting the power of foreclosure and to sell the security for any other part of the debt secured hereby whether matured at any time or subsequently maturing. It is agreed that an assigning holding any installment or installments or part of any installments of the note hereby secured shall have the same powers as are conferred on the note Holder to proceed with foreclosure on a matured installment or installments, and also to request the Trustee of successors in trust to sell the property herein conveyed; but if any assignee of one or more installments less than the full principal of the note forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then such foreclosure or sale shall be made subject to the unmatured part of the note and the debt secured hereby owned by the note Holder at the time of partial assignment; such partial assignee shall have no power to appoint substitute trustees, but upon request the note Holder shall appoint a substitute trustee in proper case under the terms of this Deed of Trust.

15. It is expressly understood and agreed that the recitals in the conveyance to the purchaser at any Trustee's sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, their heirs and assigns whether such prerequisites shall have been performed or shall not have been performed.

16. In case of the absence, death, inability, refusal or failure of the Trustee herein named or of any substitute Trustee appointed hereunder to act, or in the event the Holder of the indebtedness shall deem it desirable in its sole discretion to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in either of any such events the Holder of the indebtedness shall have the right and is hereby authorized and empowered to appoint, a successor and substitute who may be named, constituted and appointed by the Beneficiary herein, or other Holder of said indebtedness, or any part thereof, or his authorized agent, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, and powers and duties herein conferred on said Trustee herein named; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, cannot or will not act, or has been removed without cause. The exercise or attempted exercise of the power of sale contained herein shall not exhaust said power of sale and shall not prevent any subsequent exercise thereof.

17. It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the above described property.

18. It is further expressly stipulated and agreed that the lien of this Deed of Trust shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness or any part thereof.

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19. In the event of any default in payment, all rents from said property are hereby assigned to the Trustee herein or the Substitute Trustee hereinbefore provided for, who may (at the request of Holder or other Holder of the indebtedness) take possession of said property and rent same for such rental as he deems proper, and all sums collected as rental, less all proper and reasonable costs and expenses of collection, shall be applied as a credit on the indebtedness hereby secured.

20. Grantor agrees that Holder shall have the option, at any time, to pay taxes and insurance on the above described property, and, either before or after maturity, any mortgage or other lien or interest or other charge on the above described land and premises, and shall be subrogated to the liens, rights, and remedies of the Holder thereof, and upon payment of any such taxes, insurance, charge or indebtedness shall have the option to declare such amount immediately due and payable at the same place as the original note, or, at the option of the Holder of the note, add the amount thereof to the indebtedness secured hereby to be repaid in the same manner and at the same place as hereinabove set forth. Any amount paid shall bear interest at the same rate as the indebtedness secured hereby and any amount paid shall be fully secured by this Deed of Trust the same as if such indebtedness had been originally for the increased amount. Upon the exercise of such option, the Grantor agrees to pay said sums strictly in accordance with the exercise of the option by the Holder. There shall be no duty upon the Trustee or any Holder hereof to make any such aforementioned payment, the right to make such payment being merely at the Holder's option. The fact that the Holder of the indebtedness makes such payment and exercises one or more of the options herein set out, shall not waive his right to mature the indebtedness secured by this Deed of Trust and foreclose. The filing of a suit to foreclose this Deed of Trust either on any matured portions of the debt or for the whole debt shall never be considered an election so as to preclude foreclosure under the power of sale after dismissal of the suit.

21. If any part of the indebtedness evidenced by or arising under this Deed of Trust or the aforementioned promissory note cannot be lawfully secured by this Deed of Trust, or if any part of the above described property purported to be hereby conveyed in trust cannot be lawfully subject to the lien hereof to the full extent of such indebtedness, then, at and to the extent of the Holder's election and notwithstanding any prior application of payments, agreement or rule of law to the contrary, all applications, or payments on said indebtedness theretofore effected shall be held for nought, and all such payments theretofore or thereafter made shall be applied on said indebtedness in the manner most advantageous to the Holder and shall be applied first in discharge of the portion thereof which is unsecured by this Deed of Trust or is the least secured and of accrued interest on such portion.

22. In no event shall a greater rate of interest than the maximum interest under the laws of Texas be charged or collected for the use of the money hereby secured, and should a greater amount be collected it shall be construed as a mutual mistake of the parties, and the excess shall be refunded by the Holder to Grantor.

23. It is agreed that the Holder may at any time, without notice, release portions of the above described property from the lien of this Deed of Trust, without affecting the personal liability of any person for the payment of the full amount of said indebtedness then remaining unpaid and without affecting the lien of this Deed of Trust upon the remainder of the above described property.

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24. Grantor specifically agrees that after any sale under this Deed of Trust, they, or their heirs or assigns, shall be mere tenants at sufferance of the purchase of said property, or any part thereof, at such Trustee's sale, and that such purchaser shall be entitled to immediate possession thereof; and upon failure to surrender possession, the purchaser, as landlord, shall have the right to file an action for forcible detainer in any justice of the Peace Court in the Precinct and County in which said property is located, which action shall lie against Grantor, their heirs and assigns, as tenants of such purchaser. This remedy is cumulative of any and all other remedies that the purchaser may have hereunder, or otherwise.

25. The term "Grantor" includes all Grantors, hereinabove named and all endorsers, sureties, guarantors, or other persons now or hereafter becoming liable, primarily, secondarily, or in any manner, for the indebtedness hereby secured, or any part thereof. "Holder" includes not only the Holder hereinabove named but all persons who may hereafter acquire the indebtedness hereby secured or any part or parts thereof. As used herein, the masculine gender shall include the feminine and neuter; the singular and plural number shall include the other unless otherwise expressly provided; and the word "person" and the words "Grantor" and "Holder" shall include corporations, partnerships, associations, and other entities, or groups as well as natural persons, and the phrase "their heirs and assigns" shall also include the "Holder", "trustee", and "person", whether singular or plural shall also include the assignees, vendees, heirs, successors, and assigns of such Grantor, Holder, trustee, or person, whether natural or artificial.

26. Grantor further covenants and agrees (which covenants and agreements shall survive any foreclosure, or deed in lieu of foreclosure, of the Property and any satisfaction of the Indebtedness) that:

(1) Grantor, after due investigation, has no knowledge of (1) the presence of any "Hazardous Substances" (as defined below) on or about the Property or (b) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any "Other Property" (as defined below).

(2) In connection with the construction on or operation and use of the Property, Grantor has no knowledge after due investigation of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(3) Grantor has duly investigated the present and past uses of the Property and has made due inquiry of the appropriate governmental agencies and offices having jurisdiction there over and the laws regulating the environment, as to whether the Property is or has been the site of storage of or contamination by any Hazardous Substances. Upon Holder's request, Grantor will provide Holder with a summary of its investigations and copies of all inquiries and responses.

(4) Grantor has given no release or waiver of liability that would waive or impair any claim based on Hazardous Substances to a previous owner of the Property or to any party who may be potentially responsible for the presence of Hazardous Substance thereon nor has it made promises of indemnification regarding Hazardous Substances to any party.

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(5) Grantor agrees to immediately notify Holder if Maker becomes aware of (a) any Hazardous Substances or other environmental problem or liability with respect to the Property or any Other Property or (b) any lien, action or notice resulting from violation of any laws, regulations, ordinances or orders described in Paragraph (2) above. At its own cost, maker will take all actions which are necessary or desirable to clean up any Hazardous Substances affecting the Property, including removal, containment or any other remedial action required by applicable governmental authorities.

(6) Grantor will indemnify and hold Holder harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys' fees and disbursements), which accrue to or are incurred by Holder on or after transfer of the Property, pursuant to foreclosure proceedings or in lieu thereof and on and after the Indebtedness is fully paid, and arise directly or indirectly from or out of, or in any way in connection with (a) the inaccuracy of the certifications contained herein, (b) any activities on the Property during Holder's ownership, possession or control of the Property which directly or indirectly result in the Property or any Other Property becoming contaminated with Hazardous Substances, (c) the discovery of Hazardous Substances on the Property or any Other Property, and (d) the clean-up after such a transfer of Hazardous Substances from the Property or any Other Property. Grantor acknowledges that it will be solely responsible for all costs and expenses relating to the clean-up of Hazardous Substances from the Property or from any Other Property.

(7) As used in this Article XI, "Hazardous Substances" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term by any federal state or local environmental and/or health statute, regulation, or ordinance presently in effect or that may be promulgated in the future as such statutes regulations and ordinances may be amended from time to time, including but not limited to the statutes listed below.

Federal Resources Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1990, 42 U.S.C. 9601 et seq.

Federal Clean Air Act, 42 U.S.C. Sections 7401-7626.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. 1257 et seq.

Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Paragraph 13 et seq.

Federal Toxic Substance Control Act, 15 U.S.C. 2601 et seq.

Federal Safe Drinking Water Act, 42 U.S.C. 300(f) et seq.

Federal Solid Waste Disposal Act (42 U.S.C. 6921 et seq).

Texas Water Code

Texas Clean Air Act, Texas Revised Civil Statutes Annotated Article 4477-5
(Vernon 1976 and Supp. 1989)

Texas Solid Waste Disposal Act, Texas Revised Civil Statutes Annotated Article
4477-7 (Vernon 1976 and Supp. 1989)

Texas Low-Level Radioactive Waste Disposal Authority Act, Texas Revised Civil
Statutes 4590f-1 (Vernon 1976 and Supp. 1989)

As used in this Deed of Trust, "Other Property" means any property which becomes contaminated with hazardous Substances as a result of construction, operations or other activities on, or the contamination of, the Property.

27. The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a Vendor's Lien thereon retained in Deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

28. Grantor hereby grants Holder a right of first refusal with respect to Grantor's power to authorize any third party (other than Holder pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Holder) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Holder, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Holder's rights as set forth in this instrument.

EXECUTED this 27th day of June, 2019.

2351 PROPERTIES, LLC

BY: Robert J. Smith

TITLE: Manager

THE STATE OF Texas :
COUNTY OF Brazoria :

This instrument was acknowledged before me on the 27th day of June, 2019, by Robert A. Smithhart, Manager of 2351 PROPERTIES, LLC, in the capacity therein stated and as act and deed of said limited liability company.



Jeri Larson
NOTARY PUBLIC, State of Texas

SLT-PL-SALLEE-GF#PL1968320-OWNER FINANCE-mlm

{00336751.DOC}

EXHIBIT "A"

A TRACT OF LAND CONTAINING 0.2893 ACRE OUT OF LOT 2, IN BLOCK 1, OF THE FINAL REPLAT OF MELODY PLAZA, SECTION 2, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 18, PAGE 1136, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING OUT OF A 0.675 ACRE TRACT OUT OF LOT 4, BLOCK 9, OF FRIENDSWOOD SUBDIVISION, OUT OF THE SARAH MCKISSICK LEAGUE OR J.R. WILLIAMS LEAGUE, ACCORDING TO THE MAP AS RECORDED IN VOLUME 254-A, PAGE 18, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND CONVEYED FROM DAVID O'FARRELL TO GREG SALLE, BY DEED DATED JANUARY 30, 1998, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 9804693, AND SAID 0.2893 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 5/8 INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, OF THE FINAL REPLAT OF MELODY PLAZA, SECTION 2;

THENCE NORTH 45°00'00" EAST, ALONG THE SOUTHEAST LINE OF THE SAID LOT 1, A DISTANCE OF 105.00 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND AT THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°00'00" WEST, ALONG SOUTHWEST LINE OF SAID LOT 2, A DISTANCE OF 120.00 FEET TO AN "X" SET IN CONCRETE AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°00'00" EAST, A DISTANCE OF 105.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT FROM WHICH A 1/2 INCH IRON ROD WAS FOUND BEARING SOUTH 68°18' WEST AND 0.34 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

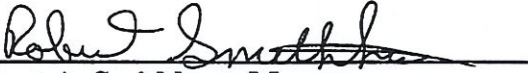
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.2893 ACRES (OR 12,600 SQUARE FEET) MORE OR LESS.

RE: GF# PL1968320

HOLD HARMLESS AGREEMENT

The Buyers in this transaction, shall hold harmless South Land Title, LLC, its agents, assigns, and underwriters from any and all claims arising from any loss from buyer not obtaining any insurance policy such as but not limited to homeowners fire, windstorm or flood policies as applicable for the subject property being closed under South Land Title, LLC GF# PL1968320.

2351 Properties, LLC, a Texas limited liability company

By: 
Robert A. Smithhart, Manager

WAIVER OF BOUNDARY COVERAGE

The Texas Title Information section in the Commitment for Title Insurance contains additional information as to matters described in the Commitment and as to optional coverage for risks shown in Schedule B of the Commitment, including amendment of the "area and boundary" exception (Survey Coverage) and Minerals and Mineral Rights relating to the T-19.1, T-19.2 and T-19.3 endorsements. Our approach to title insurance is to offer to you the best available coverage. Following this approach, we will include the Survey Coverage and T-19.1 endorsement with your Owner's Policy of Title Insurance unless our underwriting requirements are not met for these coverages, or you give us written indication that you wish to decline them. This is acknowledged and accepted as an addendum to the contract by and between the parties.

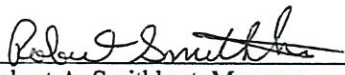
BUYER DECLINES TO OBTAIN T-19.1 ENDORSEMENTS ON THE OTP

BUYER ACCEPTS SURVEY COVERAGE

EXECUTED this the 27th day of June, 2019.

BUYER/BORROWER'S SIGNATURE(S):

2351 Properties, LLC, a Texas limited liability company

By: 
Robert A. Smithhart, Manager

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED BEFORE ME, by Robert Smithhart,
Manager of 2351 Properties, LLC, in the capacity stated herein, on **June 27, 2019**.



VICINITY MAP
SCALE: 1" = 1/4 MILE

At that certain 2.121 acres out of Lot 4, Block 9, Friendswood Subdivision according to the plat thereof filed in Volume 254-A, Page 18 Galveston County Map Records and transferred to Plat Record Book 7, Page 24 Galveston County Map Records as Sarah McKissick League, Friendswood, Galveston County, Texas and all of that same tract as described in a deed from August A. Schatz to Angelo Cavalli as filed in Official Records of Real Property of Galveston County at Clerk's File Number 8338864 Film Code Number 002-46-0026 and being all of Melody Plaza Section Two according to the plat thereof filed in Plat Book 18, Map Number 738 Galveston County Map Records and being more particularly described by metes and bounds as follows:

Commencing at the west corner of said Lot 4, Block 9 Friendswood Subdivision; Thence S 05° 00' 00" E - 50.00' to the southwest line of Lot 4, Block 9 to a point for corner on the southeast right-of-way of Farm Market Road Z351; Thence N 45° 00' 00" E - 30.00' with the said southeast right-of-way line of Farm Market Road Z351 to a set 5/8" iron rod with cap marking the POINT OF BEGINNING of herein described tract;

Thence N 45° 00' 00" E - 330.00' with the southeast line of Farm Market Road Z351 to a set 5/8" iron rod with cap for corner;

Thence S 45° 00' 00" E - 280.00' with the southwest line of that certain tract described in a deed from Bobby Jack Parker et al to Lee Norman Muecke, M.D. as filed in Official Records of Real Property of Galveston County at Clerk's File Number 94-49263 Film Code Number 010-08-1571 to a set 5/8" iron rod with cap for corner;

Thence S 45° 00' 00" W - 330.00' with the northwest line of that certain tract described in a deed dated 8-13-1993 from George W. Livingston et al to Dr. Donald L. Muecke, M.D. as filed in Official Records of Real Property of Galveston County at Clerk's File Number 9337694 Film Code Number 009-16-1797 to a found 1/2" iron pipe for corner;

Thence N 45° 00' 00" W - 280.00' with the southwest line of Lot 1, Block 1 Melody Plaza, Section Two according to the plat thereof filed in Plat Book 18, Map Number 738 Galveston County Map Records to the POINT OF BEGINNING and containing 2.121 acres of land and more particularly described as follows:

C. L. DAVIS
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 4464

STATE OF TEXAS
REGISTERED
★
G.L. DAVIS
4464
PROFESSIONAL
LAND SURVEYOR

SURVEYOR:
C.L. DAVIS & COMPANY
C.L. DAVIS, R.P.L.S.
1500 WINDING WAY
FRIENDSWOOD, TEXAS
(281)482-9490
(281)482-1294 FAX

F.I.R. 1/2" BRS
S61°53'W-0.32'

105'

N45°00'00"E 240.00'

5.00'

25.00'

LOT 1
BLOCK 1
SECTION 2
FINAL REPEAT OF MELODY PLAZA,
VOL. 18, PG. 1136 G.C.M.R.

25' JOINT ACCESS
AGREEMENT
(NOTE 4)

LOT 2
BLOCK 1
SECTION 2
VOL. 18, PG. 1136 G.C.M.R.

10' U.E. (NOTE 6)

ADJACENT BUILDING

N45°00'00"E	105.00'
-------------	---------

F.I.R. 1/2" BRS
S68°18'W-0.34'

IN CONC.

9 PARKING SPACES

INLET
☐DRAINAGE ESMT
(NOTE 7)

N45°00'00"W

5 PARKING SPACES

TWO STORY
BRICK & FRAME
BUILDING

S45°00'00"E

P.O.B.

F.I.R.
5/8"

105'

F.C.I.R.
5/8"

S45°00'00"W 105.00'

F.I.R.
1 1/2"

F.I.R.
1/2"

A.E.=AERIAL EASEMENT
B.L.=BUILDING LINE
C.I.R.=CAPPED IRON ROD
ESMT=EASEMENT
G.C.C.F.=GALVESTON COUNTY CLERK'S FILE
G.C.D.R.=GALVESTON COUNTY DEED RECORDS
G.C.M.R.=GALVESTON COUNTY MAP RECORDS
HL&P=HOUSTON LIGHTING & POWER COMPANY
I.P.=IRON PIPE
I.R.=IRON ROD
PP=POWER POLE
P.T.P.=PINCHED TOP PIPE
U.E.=UTILITY EASEMENT
R.O.W.=RIGHT-OF-WAY

 PROPERTY LINE
 CONCRETE PAVEMENT
 COVERED AREA

CLEAR CREEK DRAINAGE DISTRICT
G.C.C.F. # 9337694
FILM CODE NO. 009-16-1797
VOL. 1935, PG. 55 G.C.D.R.

2. BEARINGS, EASEMENTS & BUILDING LINES SHOWN ARE BY RECORDED PLAT UNLESS NOTED OTHERWISE
3. LOT SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED
4. IN ITEM NO. 1, SCHEDULE "B" OF TITLE COMMITMENT ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, GF NO. PL1968320
5. RIGHT-OF-WAY IN FAVOR OF GALVESTON COUNTY WATER CONTROL & IMPROVEMENTS DISTRICT #15, TOGETHER WITH THE TERMS, CONDITIONS, AND STIPULATION THEREOF, AS SET FORTH BY INSTRUMENT DATED OCTOBER 10, 1957, RECORDED IN VOLUME 1243, PAGE 621, OF THE G.C.D.R. (DOES NOT APPEAR TO AFFECT SUBJECT TRACT)
6. A 25' JOINT ACCESS AGREEMENT, TOGETHER WITH THE TERMS, CONDITIONS, AND STIPULATION THEREOF, AS SET FORTH AND DEFINED BY INSTRUMENT DATED NOVEMBER 18, 1997, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 9807138 (FILM CODE NO. 012-35-1479) AND FURTHER DEPICTED ON THE FINAL REPLAT OF MELODY PLAZA, SECTION 2 RECORDED IN VOLUME 18, PAGE 1136, OF THE G.C.M.R.
7. 10' WIDE ELECTRIC UTILITY EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY PER G.C.C.F. # 9853721 (FILM CODE NO. 013-06-0872). (DOES NOT APPEAR TO AFFECT SUBJECT TRACT)
8. A 10' UTILITY EASEMENT LOCATED ON THE NORTHEASTERLY AND SOUTHEASTERLY PROPERLY LINES PER G.C.C.F. NO. 9856897 (FILM CODE NO. 013-11-0149) AND FURTHER DEPICTED ON FINAL REPLAT OF MELODY PLAZA, SECTION 2, RECORDED IN VOL. 18, PG. 1136 G.C.M.R.
9. A 25' DRAINAGE EASEMENT LOCATED ON THE SOUTHEASTERLY PROPERTY LINE AS SHOWN ON MELODY PLAZA, SECTION 2, RECORDED IN VOL. 18, PG. 738, AND ON FINAL REPLAT OF MELODY PLAZA, SECTION TWO, RECORDED IN VOL. 18, PG. 1136, BOTH OF THE G.C.M.R.
10. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.
11. THE METES AND BOUNDS DESCRIPTION OF THE SUBJECT PROPERTY HEREON DESCRIBES THE SAME TRACT AS THE METES AND BOUNDS DESCRIPTION OF THE SUBJECT PROPERTY IN THE TITLE COMMITMENT.

A TRACT OF LAND CONTAINING 0.2893 AC. OUT OF LOT 2, BLOCK 1, FINAL REPLAT OF MELODY PLAZA, SECTION 2, MAP OR PLAT RECORDED IN VOL. 18, PG. 1136 OF GALVESTON COUNTY MAP RECORDS 209 E. EDGEWOOD DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TX 77546

JOB NO.:	19-06-033	DRAWN BY:	D.V.
DATE:	6/20/19	FOR:	SOUTH LAND TITLE, LLC
REVISED:		GF#:	FL1968320
SURVEYED BY:	D.V.	PURCHASER	2351 PROPERTIES, LLC

THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17 UNITED STATES CODE 101 AND 102. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE RECEIPTS NAMED HEREIN, AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTIONS, WHICH SHALL TAKE PLACE THIRTY (30) DAYS FROM THE DATE ADJACENT TO THE SIGNATURE LINE HEREON.

THIS PLAT IS AN ACCURATE REPRESENTATION OF THAT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. THERE ARE NO APPARENT ENCROACHMENT OR CONFLICTS ACROSS PROPERTY LINES AT THE TIME OF THIS SURVEY, EXCEPT AS SHOWN HEREON.

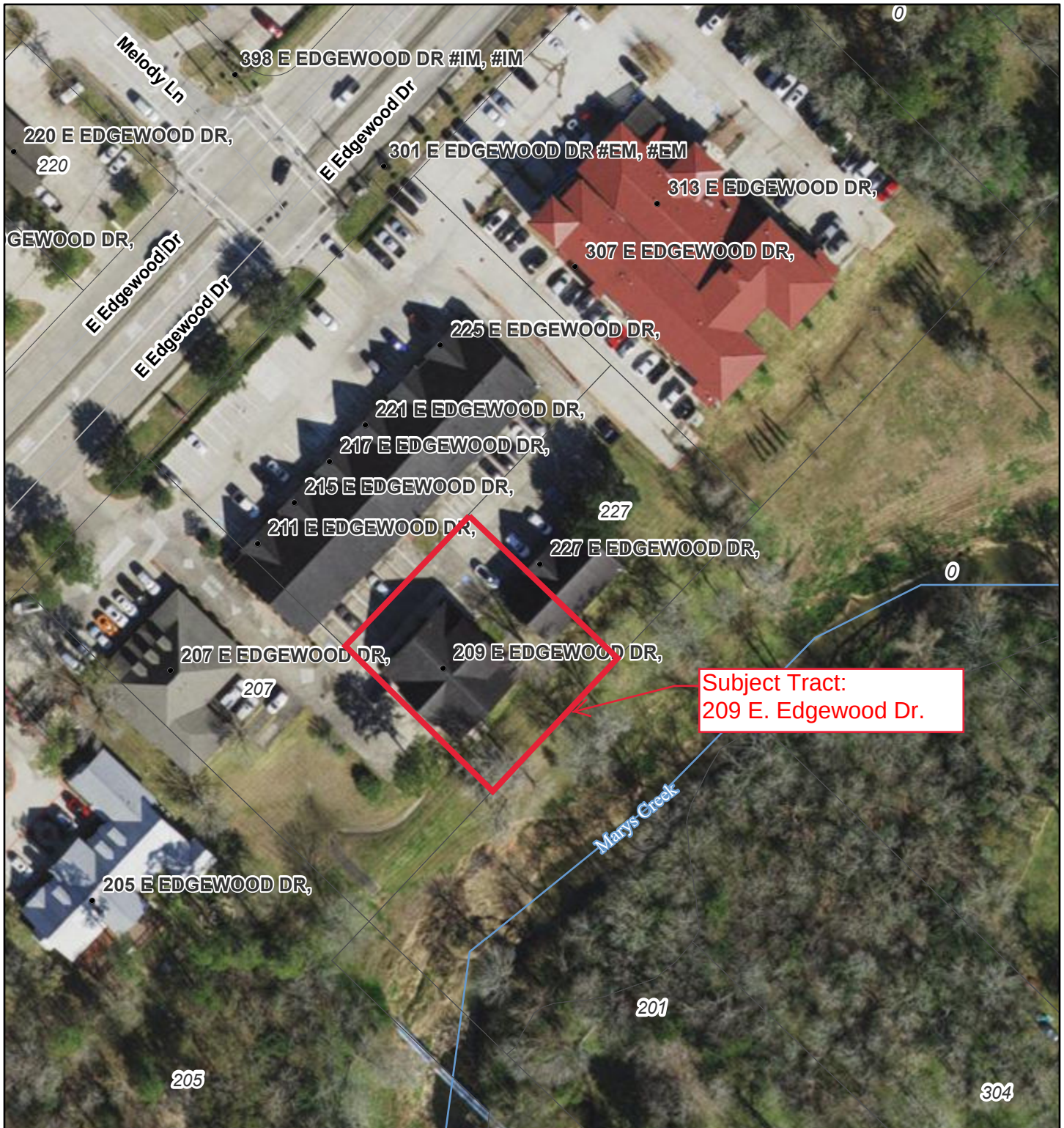
Billy L. Shanks
BILLY L. SHANKS
REGISTRATION NO. 1821



BILLY L. SHANKS

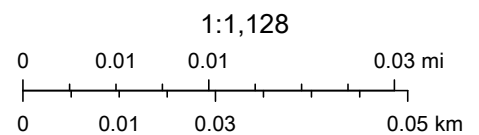
4902 CAROLINE STREET SEABROOK, TX 77586
PH: 281.808.4789
FIRM NO: 10193000

Friendswood, Texas



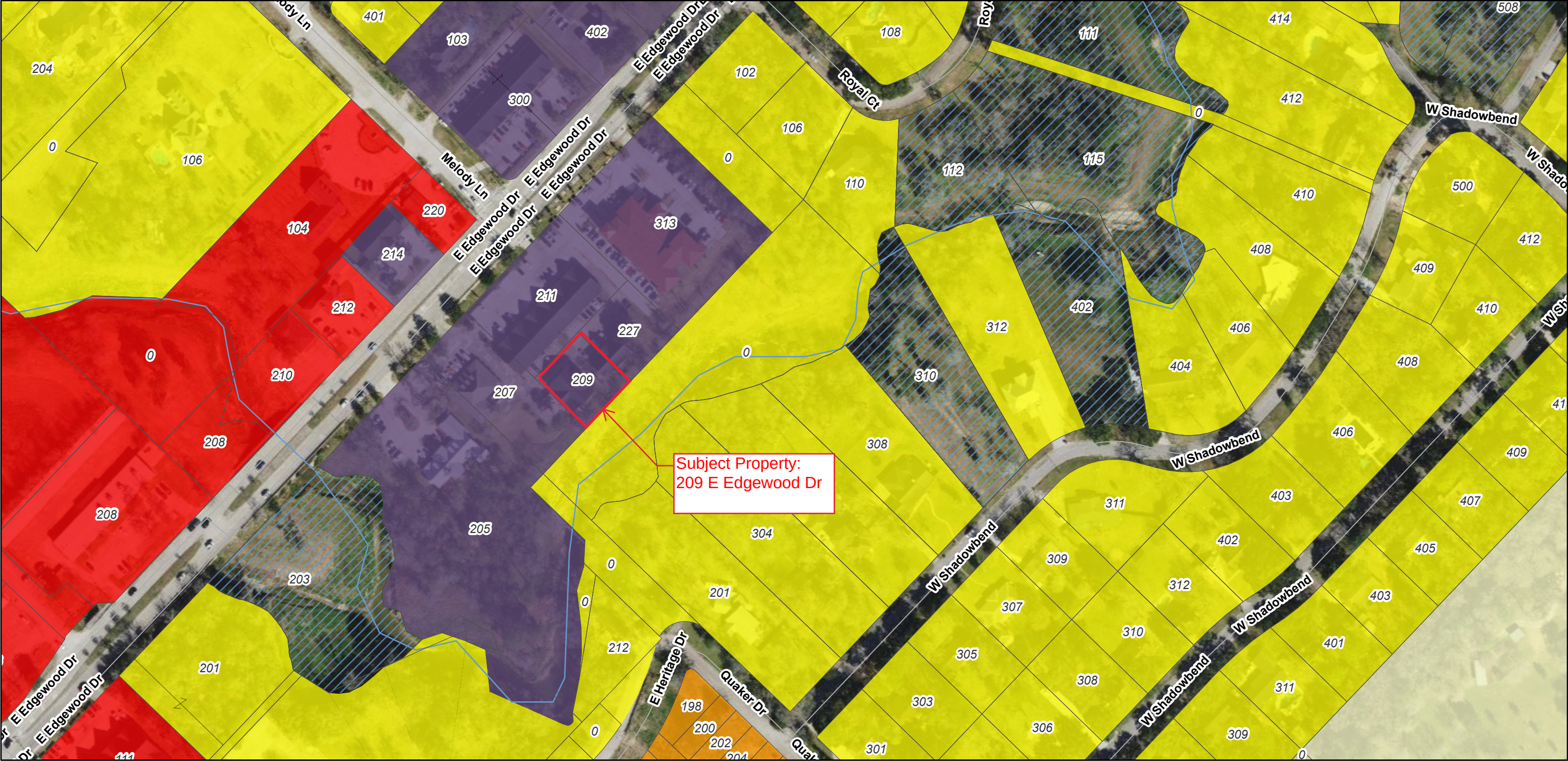
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- City Limits
- Parcels
- Address Points
- All Linear Water Features
- Streets



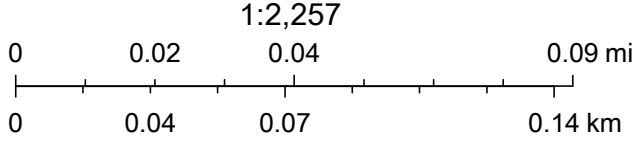
Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,

Friendswood, Texas



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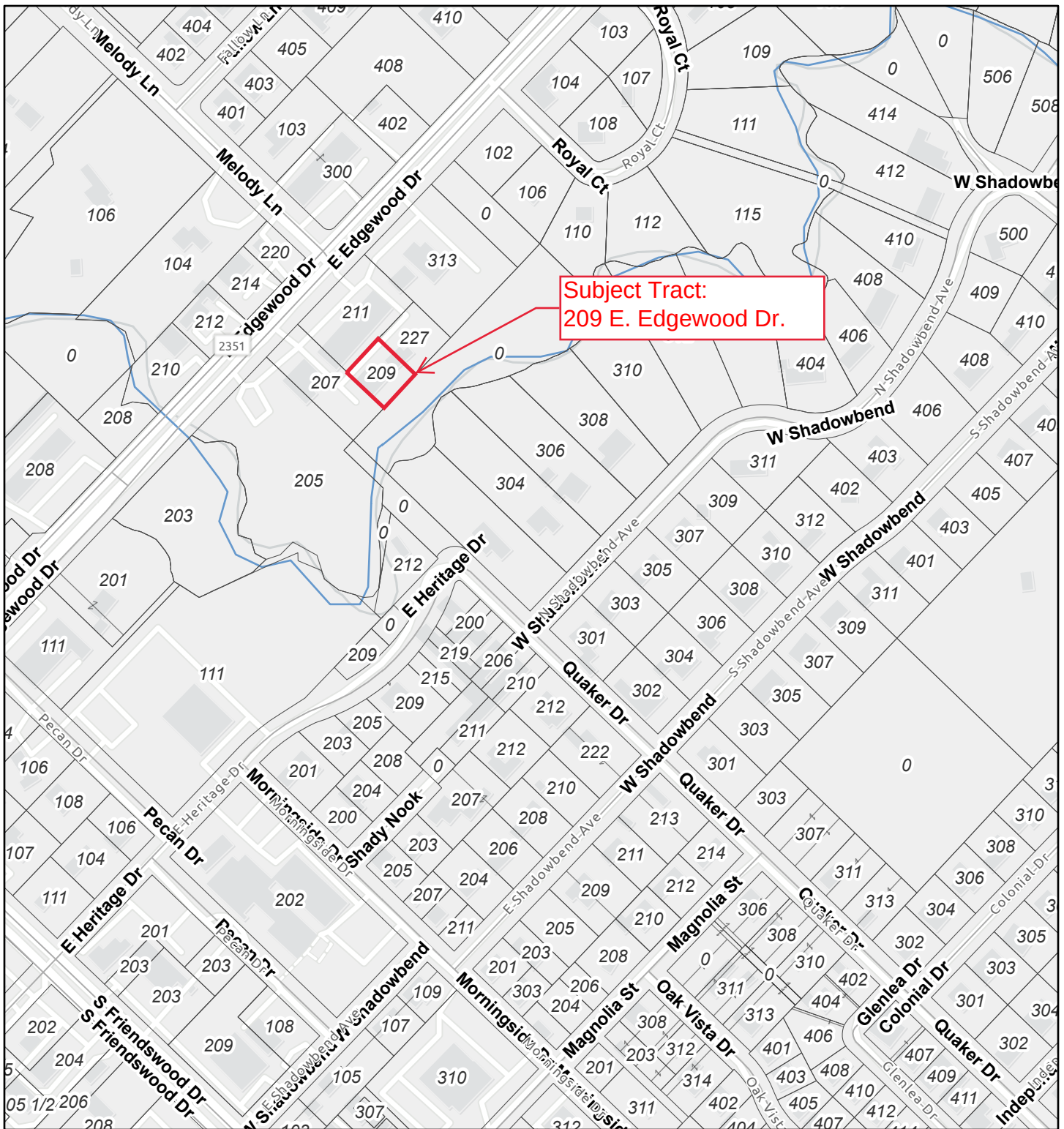
- | | | |
|-----------------------------|------------------------------|--------------------------|
| City Limits | All Linear Water Features | High Density Residential |
| Streets | Future Land Use Adopted 2021 | Office, Business Park |
| Galveston_County-_Lot_Lines | SFR- Estate | Retail |
| Parcels | Low Density | Buyout Lots |



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City of Friendswood Staff

Friendswood, Texas



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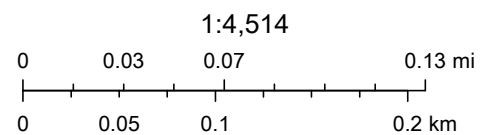
 City Limits

 Streets

 Galveston_County-_Lot_Lines

 Parcels

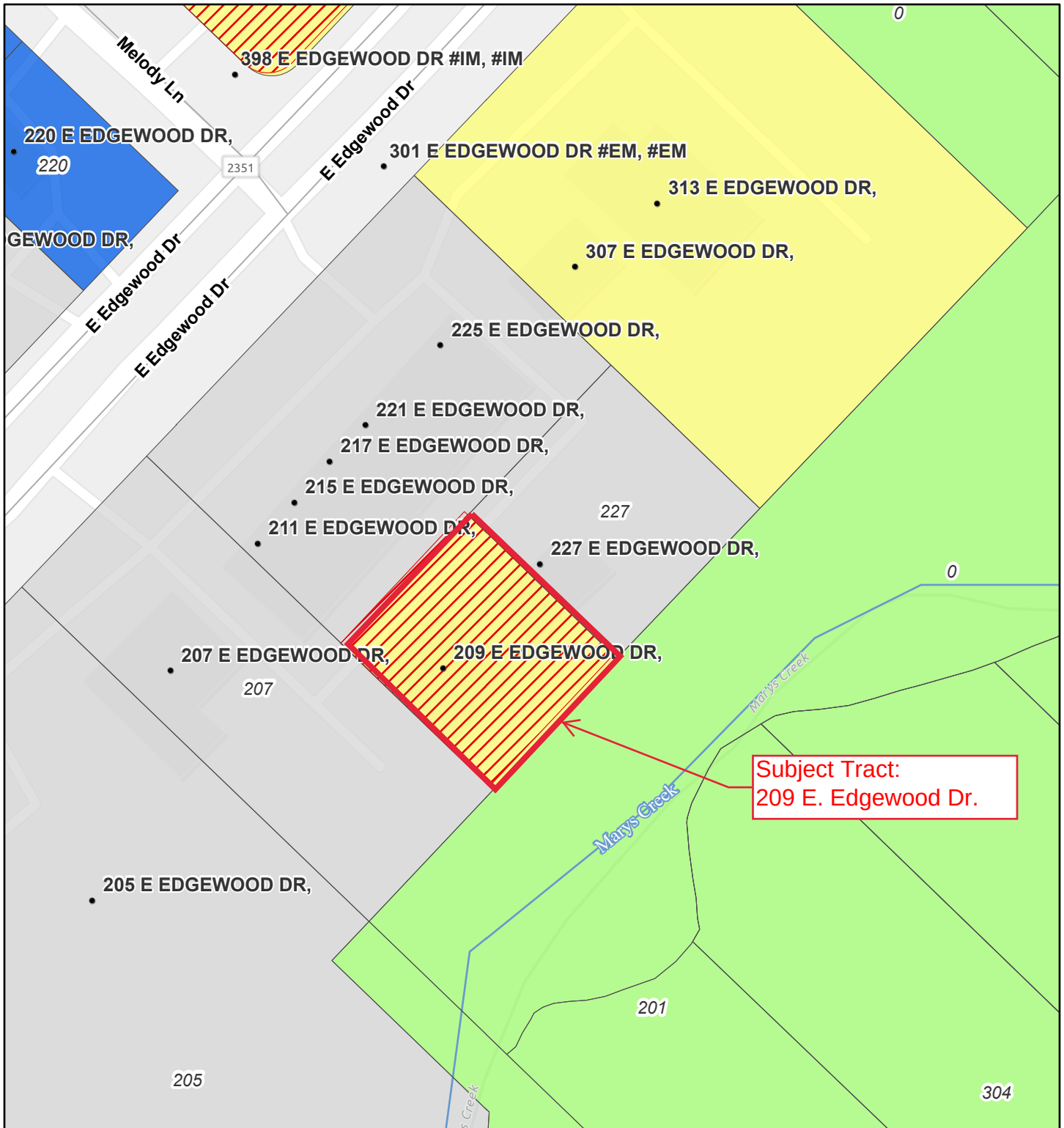
 All Linear Water Features



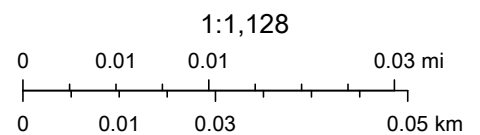
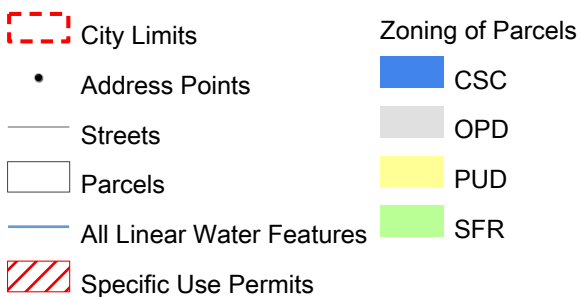
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Friendswood, Texas



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City of Friendswood Staff

Rezoning Report

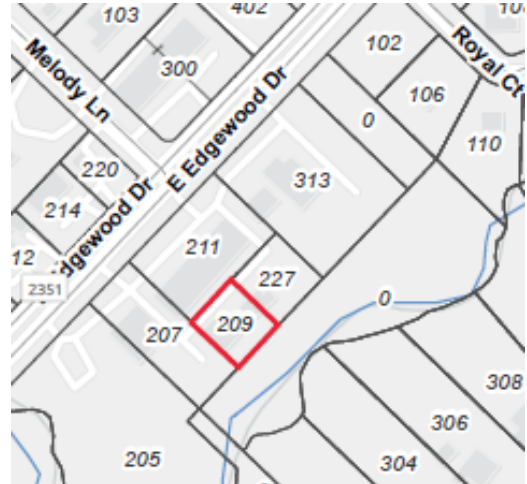
July 2023

Project: Zone Change Request

Address: 209 E Edgewood Drive

Legal: .2893 acres out of Lot 2, in block 1, of Final Replat of MELODY PLAZA, SECTION TWO (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas

Request: Zone change request to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop



Applicable Zoning Ordinance Excerpts:

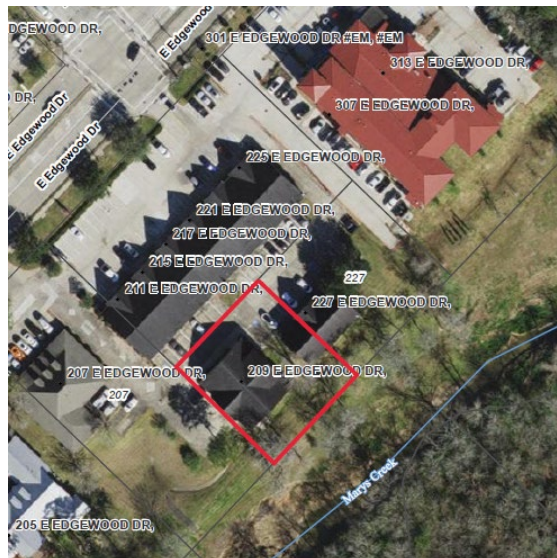
Appendix C - Zoning Ordinance

Section 7. Schedule of District Regulations

H. **OPD, Office Park District, general purpose and description.** The OPD, Office Park District, is intended to encourage and permit general professional and business office development in a fashion consistent with surrounding development. This district is ideally suited as a buffer between commercial and residential areas. As such, it shall be considered for entrances and land adjacent to residential developments. The ultimate development is to provide land use intensity and landscaping consistent with surrounding areas. Development of an office park district requires approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Area and height regulations in an OPD are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the Planning and Zoning Commission within the OPD under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an OPD are set forth in subsection P of this section, permitted use table.
5. Show window or display window effects shall not be permitted and there shall be no display from windows or doors and no storage of merchandise in the building or on the premises except in quantities customarily found in professional or business offices.

6. Retail operations that are primarily for selling to office park occupants are permitted. Examples of these retail operations would be restaurants, coffee shops, office supply, barbershops, gift shops, health spas, specialty stores.
7. One caretaker's quarters unit may be provided for each office park complex.
8. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.
9. Buildings in the OPD are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.



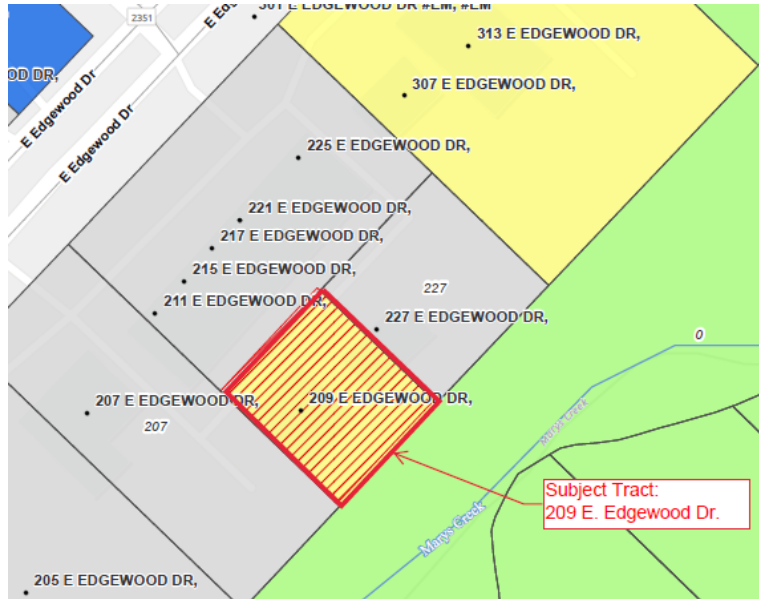
City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the subject property was changed from Office Park District (OPD) to Planned Unit Development (PUD) in 1997 (Ord. 97-22). The Specific Use Permit to allow a print shop was added in 1998 (Ordinance 98-5).

Adjacent Zoning/Land Use:

The property is surrounded by tracts zoned Office Park District (OPD). It backs up to Mary's Creek, which is a tract owned by Galveston County Consolidated Drainage District (GCCDD) and is zoned Single Family Residential (SFR).



City of Friendswood Zoning Map

Platting Analysis:

This lot was sold off by metes and bounds in 2019, which was long after the property was platted in 2000. It meets the minimum lot size for the Office Park District (OPD) which is 100 feet by 100 feet.

Planning Analysis:

This property was sold off by metes and bounds out of Lot 2, Block 1, of the Final Replat of Melody Plaza Section Two. A replat would be required for any exterior/site plan related changes to the property.

Comprehensive Planning Analysis:

The Future Land Use Map (2021) identifies this property developing as Office, which includes the Office Park District (OPD) zoning category.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:

A storm sewer system is existing on the property.

Utilities:

City water and sewer services are existing.

Access:

The property currently has access to W. Edgewood Dr/FM 2351 via a dedicated access easement.

Park/Open Space:

Park Dedication Fees are not applicable for commercial development.

ORDINANCE NO. 97-22

AN ORDINANCE ACCEPTING THE PLANNING AND ZONING COMMISSION RECOMMENDATION AND APPROVING THE ZONING CHANGE REQUEST FOR PROPERTY LOCATED IN THE 200 BLOCK OF EAST EDGEWOOD, 0.2893 ACRES OUT OF LOT 4, BLOCK 9, FRIENDSWOOD SUBDIVISION, GALVESTON COUNTY, TEXAS, FROM OFFICE PARK DISTRICT (OPD), TO PLANNED UNIT DISTRICT (PUD), AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. 84-15; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, record owner, CERVELLE CUSTOM HOMES, L.T.P., has requested rezoning for property located in the 200 Block of East Edgewood, out of Lot 4, Block 9, Friendswood Subdivision, Galveston County, Texas, situated within the corporate limits of the City of Friendswood, Texas, said tract being more particularly in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said tract of land know presently has a zoning classification of Office Park District (OPD) pursuant to Ordinance No 84-15, Passed and approved the 19th day of November 1984, same being the City of Friendswood Zoning Ordinance; and

WHEREAS, Record Owner/Agent for said property, has made application to the City of Friendswood to change the zoning classification of said tract of land to PLANNED UNIT DISTRICT (PUD) as authorized by the City's Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Friendswood have conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for change in zoning classification; and

WHEREAS, the Planning and Zoning Commission has recommended and the City Council now deems it appropriate to APPROVE such requested change in classification; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of that certain 0.2893 ACRES OF PROPERTY, LOCATED IN THE 200 EAST EDGEWOOD, also known as PART OF LOT 4, BLOCK 9, FRIENDSWOOD SUBDIVISION, Galveston County, Texas as shown on Exhibit "A" attached hereto is hereby changed to PLANNED UNIT DISTRICT (PUD).

Section 3. The Zoning District Map of the City of Friendswood shall be revised and amended to show the zoning classification of the above described property, Friendswood, Galveston County, Texas as shown in Exhibit "A" as provided in Section 2 hereof, with the appropriate reference thereon to the number and effective date of the ordinance and brief description of the nature of the change.

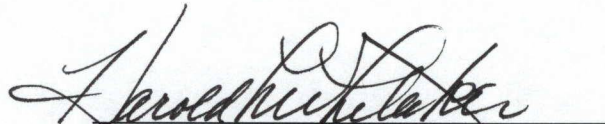
Section 4. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of 0.2893 ACRES OF PROPERTY LOCATED IN THE 200 BLOCK OF EAST EDGEWOOD, also know as part of Lot 4, BLOCK 9,, FRIENDSWOOD SUBDIVISION, Galveston County, Texas as described in Exhibit "A" as provided in Section 2.

Section 5. Any person who shall violate any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 6. In the event any clause, phrase, provision, sentence, or part of the Ordinance or the application of the same to any person or circumstance shall for any reason be adjudge invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than council of the City of Friendswood, Texas, declares that it would have passed each and every part thus declared to be invalid or unconstitutional, whether there be one or more parts.

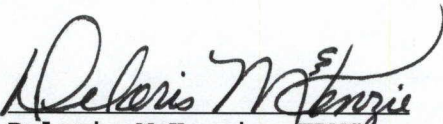
PASSED AND APPROVED on first reading this 1st day of December, 1997.

PASSED, APPROVED, AND ADOPTED on second and final reading this 15th day of December, 1997.



Mayor Harold L. Whitaker
City of Friendswood

ATTEST:



Deloris McKenzie, TRMC
City Secretary

APPROVED TO FORM:

J.O.

John Olson
City Attorney

ORD.MFD/LST03

ADAMS SURVEYING CO.
STEVE D. ADAMS
Registered Professional Land Surveyor
PHONE: (713) 331-3523

215 W. Sealy St.
MAIL: P.O. BOX 114
ALVIN, TEXAS 77512-0114

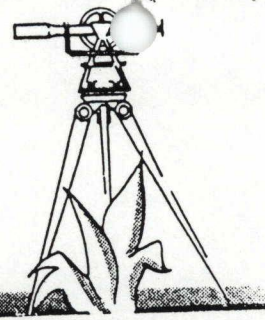


EXHIBIT "A"

FIELD NOTES
PROPOSED RE-ZONING TRACT

3.82 ACRES OF LAND BEING A PART OF LOT 16 OF THE VOSS
SUBDIVISION OF THE SARAH McKISSICK LEAGUE, ABSTRACT 151,
GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 254-A, PAGE 9, GALVESTON COUNTY MAP RECORDS, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found at the South corner of
the herein described tract and the East corner of a 6.189
acre tract surveyed by Billy L. Shanks on June 30, 1997, said
point being in the Northwest line of Friendswood Forest
Subdivision as recorded in Volume 254-A, Page 79, Galveston
County Map Records, said point being located North 44 deg. 56
min. 33 sec. East - 459.73 feet from a 5/8 inch iron rod
found at the South corner of Lot "H" Parkway Subdivision as
recorded in Volume 18, Page 69, Map Records and the East
corner of Parkwood Village as recorded in Volume 18, Page
498, Map Records;

THENCE North 45 deg. 03 min. 53 sec. West, along the
Northeast line of said 6.189 acre tract, a distance of 586.32
feet to a 1/2 inch iron rod found in the Southeast line of F.
M. 528 (Parkwood);

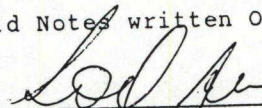
THENCE North 44 deg. 56 min. 07 sec. East, along the
Southeast line of F. M. 528, a distance 54.62 feet to a 5/8
inch iron rod found for angle point;

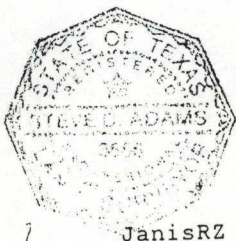
THENCE North 44 deg. 54 min. 21 sec. East, along the
Southeast line of F. M. 528, a distance of 229.45 feet to a
1/2 inch iron rod set for the North corner of the herein
described tract at the West corner of the Lowe Family 1988
Trust 4.309 acre tract;

THENCE South 45 deg. 04 min. 02 sec. East, along the
Southwest line of said 4.309 acre tract, a distance of 586.48
feet to a 1/2 inch iron rod set for corner in the Northwest
line of Friendswood Forest Subdivision;

THENCE South 44 deg. 56 min. 33 sec. West, along the
Northwest line of Friendswood Forest, a distance of 284.07
feet to the PLACE OF BEGINNING and containing 3.82 acres of
land.

Field Notes written October 29, 1997.


STEVE D. ADAMS
Registered Professional Land Surveyor No. 3666







FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: Consider making a recommendation to City Council for the requested zone classification change located at 209 E Edgewood Drive, .2983 acre out of Lot 2, in Block 1, of Final Replat of Melody Plaza, Section Two (2), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1136, in the Office of the County Clerk of Galveston County, Texas, to change the underlying zoning from Planned Unit Development (PUD; Ord. 97-22) to Office Park District (OPD), keeping the Specific Use Permit (SUP; Ord. 98-5) that allowed the use of print shop.

Action:

SUMMARY / ORIGINATING CAUSE

The owners of the building located at 209 E Edgewood Drive are requesting to change the underlying zoning of their parcel from Planned Unit Development (PUD) to Office Park District (OPD). This lot was sold off by metes and bounds in 2019, which was long after the property was platted in 2000. The tract meets the minimum lot size for the Office Park District (OPD) which is 100 feet by 100 feet. Access to the lot is provided by a dedicated access easement. Ordinance number 97-22 changed the zoning from OPD to PUD, but no uses were defined as part of the PUD (see attached ordinance). The Specific Use Permit (SUP) to allow a print shop was added in 1998 (Ordinance 98-5) and is the only use that would currently be allowed to occupy the building. Changing the underlying zoning back to OPD will allow uses in that category in addition to the print shop since the SUP will remain as an overlay.

See attachments on public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving the zone change request will allow additional uses within the existing building.

RECOMMENDATIONS

None at this time.

ATTACHMENTS



FRIENDSWOOD PLANNING & ZONING COMMISSION

AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: **SITE PLAN AMENDMENT: 3201 E FM 528 RD**

Consider approval of a site plan amendment for the property located at 3201 E FM 528 RD for the proposed Friendswood Community Hospital.

Action:

SUMMARY / ORIGINATING CAUSE

Friendswood Community Hospital is taking over the vacated building at FM 528 and Bay Area Boulevard that was previously occupied by Walgreens. The new micro-hospital will provide medical services for local Friendswood residents. Twenty four hospital beds, which will accommodate both emergency room beds and short-term hospital stays, will be an asset to the community. They are making some aesthetic improvements to the exterior of the building by changing the facade materials to a glass storefront and relocating the main entrance. The accessible route will be re-routed to the sidewalk on Bay Area Boulevard. They are also adding a second floor to the back corner of the building to provide additional office and storage space. The existing landscaping is sufficient. Three trees are being removed for the accessible route. However, they are not large enough to require tree mitigation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The new micro-hospital will provide medical services for local Friendswood residents.

RECOMMENDATIONS

The plans were reviewed by staff in the following departments: Planning, Public Works, Engineering, Fire Marshal, and Police Department. The proposed project appears to be in compliance with current city codes. This plan is subject to approval by the Planning and Zoning Commission.

ATTACHMENTS

1. Compliance Memo_Comm Hospital
2. Colored Rendering_Comm Hospital
3. Site Plan_Comm Hospital
4. Landscape_Comm Hospital
5. Elevations_Comm Hospital
6. Dumpster_Comm Hospital
7. Photometric_Comm Hospital

Memo

To: Planning and Zoning Commission

From: Becky Bennett, Assistant Planner

Date: August 7, 2023

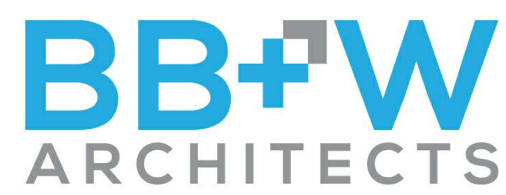
Re: 3201 E. FM 528
Friendswood Community Hospital
Commercial Site Plan Amendment

Project Description: The proposed project would convert the abandoned Walgreens building into a micro-hospital. The first floor would serve as an emergency room plus scheduled patient care. The second floor would function as an office and rest area for the director/owner.

This property is subject to architectural controls of the Autumn Creek subdivision. The existing landscaping meets and exceeds the City of Friendswood minimum standards.

The plans were reviewed by staff in the following departments: Planning, Public Works, Engineering, Fire Marshal, Parks, and Police Department. The proposed project appears to be in compliance with current city codes.

The site plan is subject to approval by the Planning and Zoning Commission.



Stephen Wang - TBAE 29439
These drawings and specifications are incomplete and may not be used for regulatory approval, permit, or construction.

EXTERIOR RENDERING

BB+WA #: 22024 | Scale:

FRIENDSWOOD COMMUNITY HOSPITAL

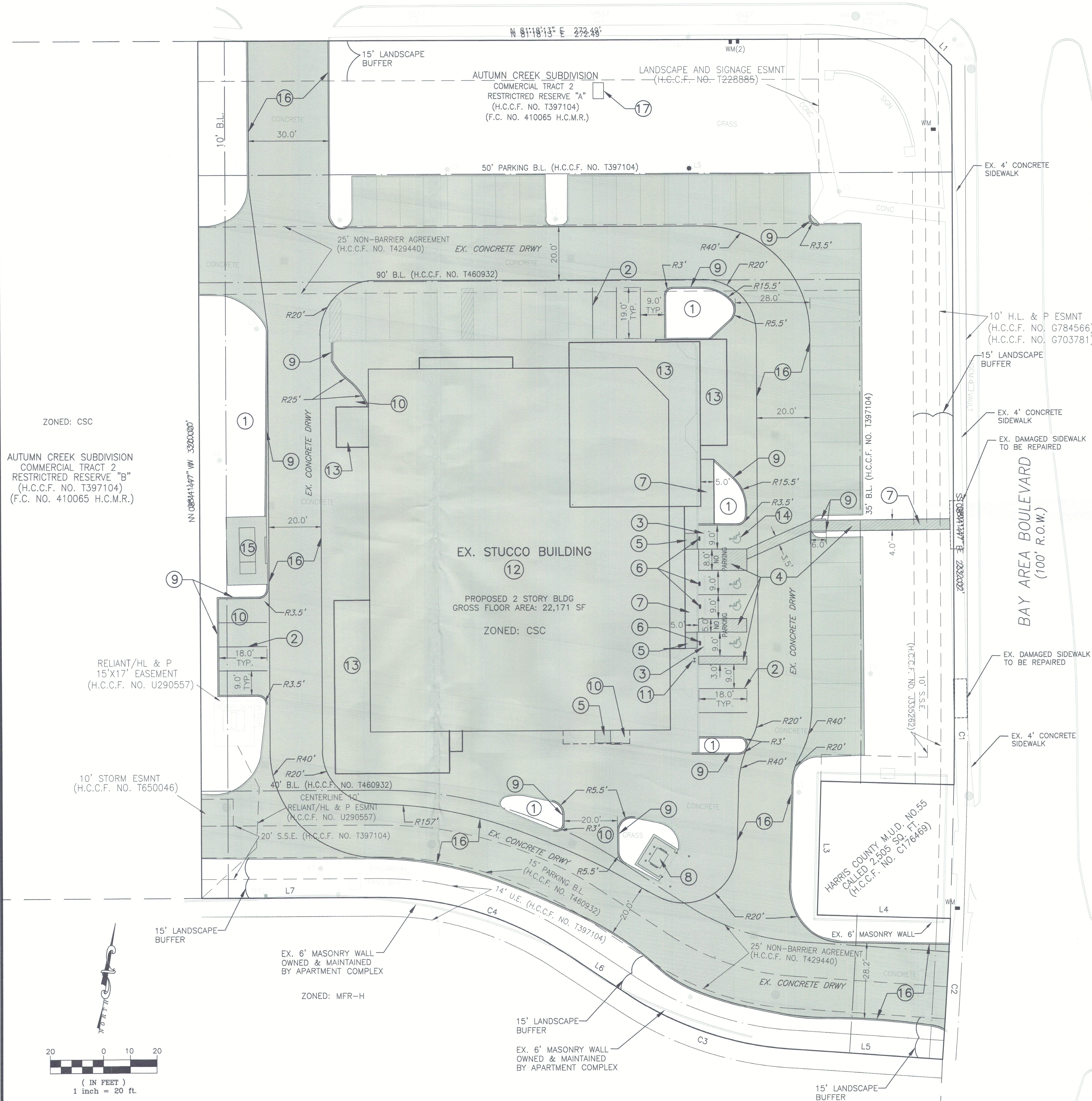
SD-103

01/26/23

3201 FM 528

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F.M. 528
(R.O.W. WIDTH VARIES)
(H.C.C.F. NO. P737503)



KEY NOTE:

- 1 PROP. LANDSCAPE AREA. SEE SHEET 10 FOR DETAILS.
- 2 4" WHITE TRAFFIC PAINT STRIPE (TYPICAL AT PARKING SPACE). TWO (2) COATS OF PAINT REQUIRED.
- 3 PROP. WHEEL STOPS.
- 4 PROP. HANDICAP ACCESS WITH STRIPED PAINT.
- 5 HANDICAP RAMP @ MAX 1:12 SLOPE.
- 6 ACCESSIBLE PARKING SIGN. SEE ARCH. DRAWINGS STRUCTURAL PLANS FOR DETAILS.
- 7 PROP. CONCRETE SIDEWALK.
- 8 TRASH DUMPSTER. SEE DUMPSTER ENCLOSURE DETAILS ON ARCHITECTURAL SHEET.
- 9 6" CONC. CURB. SEE SHEET 7 FOR DETAILS.
- 10 6" CONC. PVMT. ON 6" LIME STABILIZED SUBGRADE. SEE SHEET 7 FOR DETAILS.
- 11 ELECTRIC VEHICULAR CHARGING STATION.
- 12 EX. BUILDING TO RENOVATE. SEE ARCH. DRAWINGS STRUCTURAL PLANS FOR DETAILS.
- 13 ADDITIONAL STRUCTURES. SEE ARCH. DRAWINGS STRUCTURAL PLANS FOR DETAILS.
- 14 THE INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED CONSPICUOUSLY ON THE SURFACE IN A COLOR THAT CONTRASTS THE PAVEMENT.
- 15 PROP. NATURAL GAS GENERATOR.
- 16 FIRE LANE STRIPING SHALL CONSISTS OF RED TRAFFIC PAINT ON TOP AND SIDE OF FULL CURB OR 12" WIDE STRIPE IF NO CURB. PROVIDE "NO PARKING FIRE LANE TOW AWAY ZONE" AT 30' INTERVALS.
- 17 MONUMENT SIGN

PARKING SUMMARY

REQUIRED PARKING	
HOSPITAL (24 BEDS):	
2.2 SPACES PER BED (CITY OF HOUSTON)	
24 * 2.2 =	53
TOTAL PARKING REQUIRED=	53
PROPOSED PARKING	
STANDARD PARKING (9'x18')	59
HANDICAP PARKING PROVIDED (INCLUDES 1 VAN ACCESSIBLE)	4
TOTAL PARKING PROVIDED :	63

BLDG % LOT COVERAGE COMPUTATION

LOT SIZE (S.F.) : 95,490 SF
TOTAL BUILDING (S.F.) : 18,075 SF
% LOT COVERAGE = $[18,075/95,490] * 100\% = 18.9\%$

NEW TOTAL IMPERVIOUS AREA:

A = 64,538 SF = 1.48 AC < 1.49 AC
THEREFORE NO MITIGATION REQUIRED.

SITE PLAN EXPIRATION NOTE:

APPROVAL OF THE SITE PLAN WILL EXPIRE ONE YEAR AFTER THE APPROVAL BY THE COMMISSION. UPON EXPIRATION OF THAT TIME, THE APPLICANT MUST RESUBMIT A SITE PLAN THAT CONFORMS TO CURRENT ORDINANCES. PROVIDED, HOWEVER, THE APPLICANT MAY REQUEST AN EXTENSION IN WRITING, WHICH MAY BE GRANTED BY THE COMMISSION, FOR A PERIOD NOT TO EXCEED A TOTAL OF (6) SIX MONTHS.

T.B.M. NO. 1

"BOX" CUT IN THE TOP OF LIGHT POLE BASE
ELEVATION 23.86'

DATE	NO.	DESCRIPTION
5/31/2023		ISSUE FOR PERMIT AND PRICING

NO.	DATE	REVISIONS	APP.
89			



JILDARDO ARIAS, P.E., CFM
DIRECTOR OF ENGINEERING & PROJECTS/
CITY ENGINEER

RENE IBARRA, CFM
DIRECTOR OF PUBLIC WORKS

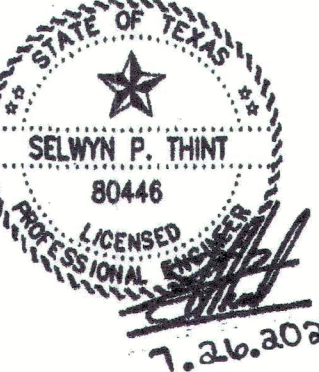
NOTE:
THIS IS TO CERTIFY THAT THE ABOVE SIGNED HAVE REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED BY THE CITY OF FRIENDSWOOD. THIS APPROVAL IS ONLY A GUIDE FOR THE ENGINEER'S USE AND DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETED OR CHECKED AND VERIFIED. THE PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS. WORKS CONVEYS THE ENGINEER'S RESPONSIBILITY AND ACCOUNTABILITY.

Everest Design Group, LLC
Planning, Engineering, Construction Management
907 S. FRIENDSWOOD DRIVE, STE 200
FRIENDSWOOD, TX 77546
PHONE: 281-993-3770 FAX: 281-648-2294

FRIENDSWOOD COMMUNITY HOSPITAL
3201 FM 528 RD
FRIENDSWOOD, TX 77546

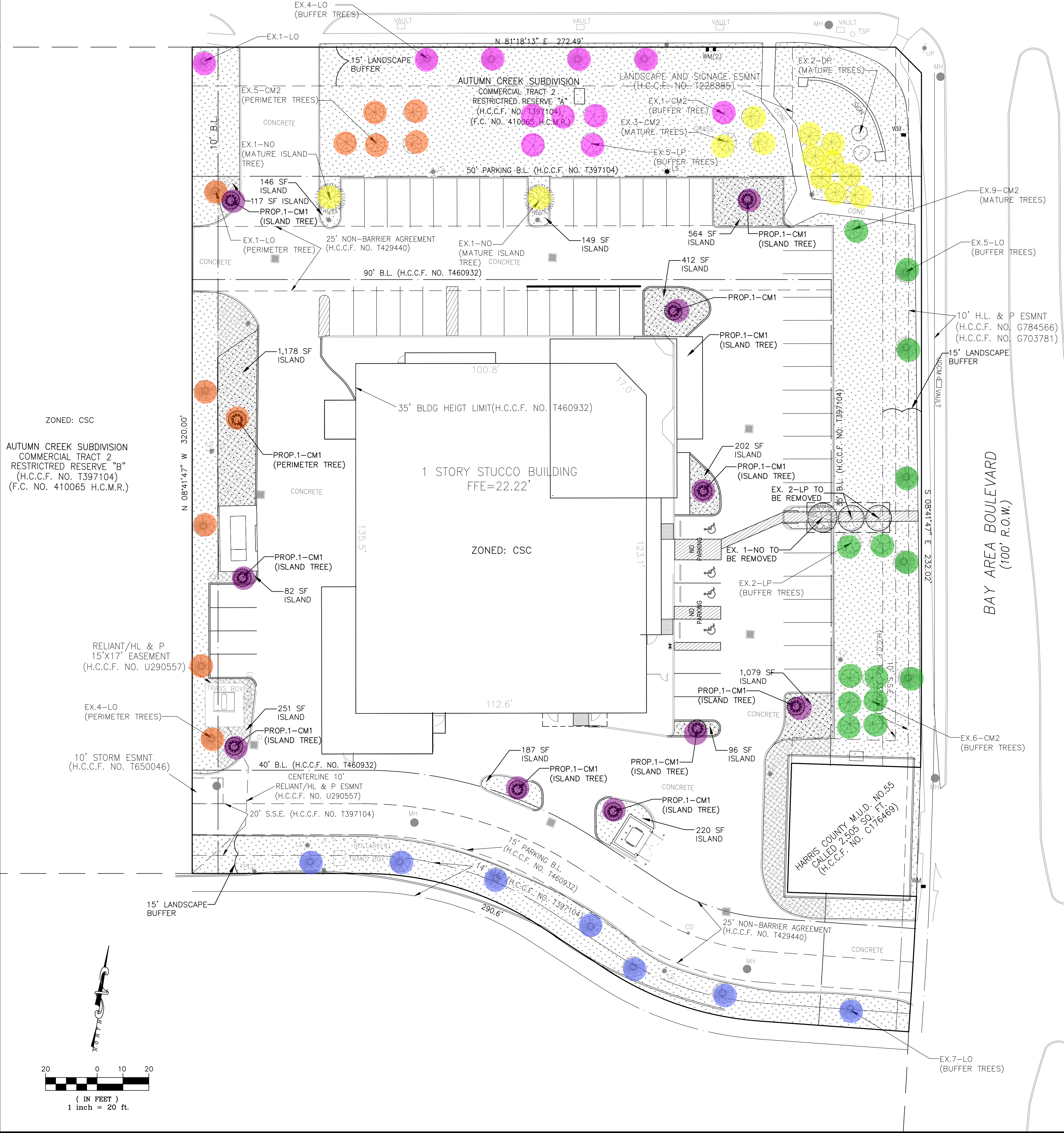
SITE LAYOUT PLAN

F-9440



DRAWN BY: BP	PROJECT NO. 2023-0308	SHEET NO. 4
DESIGNED BY: BP	DATE: MAY 15, 2023	OF 11
APPROVED BY: ST	SCALE: AS SHOWN	

F.M. 528
(R.O.W. WIDTH VARIES)
(H.C.C.F. NO. P737503)



EXISTING TREES TO REMAIN				
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	REMARKS
	22	LIVE OAK	QUERCUS VIRGINIANA	EX. 3' 1/2" CAL. TREE 12'HT. 8' 6" SPD. 45 GAL.
	24	CRAPEMYRTLE	LAGERSTROEMIA INDIACA	EX. 12'HT. * 6'SPD.
	2	DWARF PALMETTO PALM	SABAL MINOR	EX. 8'HT. * 6'SPD
	2	NUTTALL OAK	QUERCUS NUTTALLII	EX. 3' 1/2" CAL. TREE 12'HT. * 5' SPD.
	7	LOBLOLLY PINE	PINUS TAEDA	EX. 4" CAL. TREE 12'HT. * 6' SPD. 65 GAL.

EXISTING TREES TO BE REMOVED				
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	REMARKS
	1	NUTTALL OAK	QUERCUS NUTTALLII	EX. 3' 1/2" CAL. TREE 12'HT. * 5' SPD.
	2	LOBLOLLY PINE	PINUS TAEDA	EX. 4" CAL. TREE 12'HT. * 6' SPD. 65 GAL.

PROPOSED TREES				
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	REMARKS
	11	CRAPEMYRTLE	LAGERSTROEMIA INDICA	PROP. ISLAND TREE MIN. 2" CALIPER 8" TALL AT PLANTING

LEGEND	
	PROPOSED LANDSCAPE AREA
	EXISTING LANDSCAPE AREA

ZONED: CSC
AUTUMN CREEK SUBDIVISION
COMMERCIAL TRACT 2
RESTRICTED RESERVE "B"
(H.C.C.F. NO. T397104)
(F.C. NO. 410065 H.C.M.R.)

LANDSCAPING FOR LARGE PARKING LOT:
TOTAL AREA OF PARKING & DRIVEWAYS (AREA)=46,463 SF
46463 SF * 20% = 9293 SF LANDSCAPE AREA REQUIRED
30,289 SF LANDSCAPE AREA PROVIDED
IF OVER 20 SPACES THEN USE LANDSCAPING
REQUIRED 9293 SF X 0.5 = 4646 F
LANDSCAPE AREA IN ISLANDS REQUIRED = 4646 SF
LANDSCAPE AREA IN ISLANDS PROVIDED = 4,683 SF

BUFFER TREES REQUIRED UNDER SEC. 7.5, COMMUNITY OVERLAY DISTRICT - 5.E.
IF A BUFFER STRIP IS REQUIRED (ALONG PUBLIC RIGHTS-OF-WAY, OR TO SEPARATE USES PER SECTION 8.I), THE BUFFER SHALL BE A MINIMUM WIDTH OF 15 FEET AND REQUIRES 1 TREE PLANTED EVERY 25' LINEAR; MINIMUM 2" CALIPER TREE MEASURED 18" ABOVE GROUND LEVEL
1 TREE FOR EVERY 25' OF ROAD FRONTAGE (FM528)
273' / 25' = 11 BUFFER TREES REQUIRED: 11 PROVIDED
1 TREE FOR EVERY 25' OF ROAD FRONTAGE (BAY AREA BLVD)
232.02'+36.90'+52.50' / 25' = 13 BUFFER TREES REQUIRED: 14 PROVIDED
1 TREE FOR EVERY 25' OF ROAD FRONTAGE (MFR-H)
(291') / 25' = 12 BUFFER TREES REQUIRED: 7 PROVIDED + 13 ADDITIONAL, EXISTING MATURE TREES AND 10 NEW ISLAND TREES.

PERIMETER LANDSCAPING
1 TREE PER 30 LINEAR FEET FOR PROPERTY LINES NOT REQUIRING BUFFER
320' / 30 = 11 PERIMETER TREES REQUIRED: 11 PROVIDED

DATE	NO.	DESCRIPTION
5/31/2023		ISSUE FOR PERMIT AND PRICING

NO.	DATE	REVISIONS	APP.

JILDARDO ARIAS, P.E., CFM
DIRECTOR OF ENGINEERING & PROJECTS/
CITY ENGINEER

DATE

RENE IBARRA, CFM
DIRECTOR OF PUBLIC WORKS

DATE

NOTE:
THIS IS TO CERTIFY THAT THE ABOVE SIGNED HAVE REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED BY THE CITY OF FRIENDSWOOD. THIS APPROVAL IS ONLY VALID FOR THE THIRTY-SIX (36) MONTH PERIOD. PLEASE NOTE: THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS IS/ARE SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S RESPONSIBILITY AND ACCOUNTABILITY.

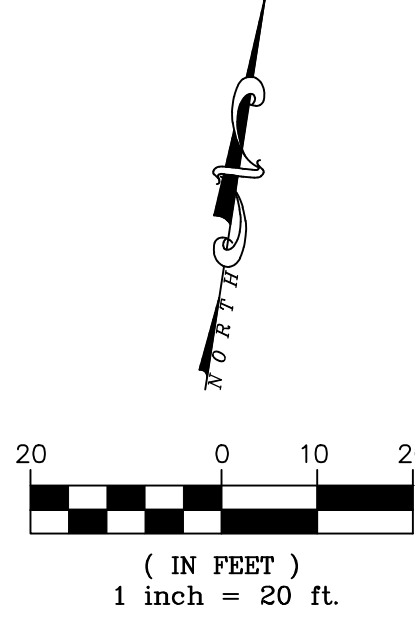
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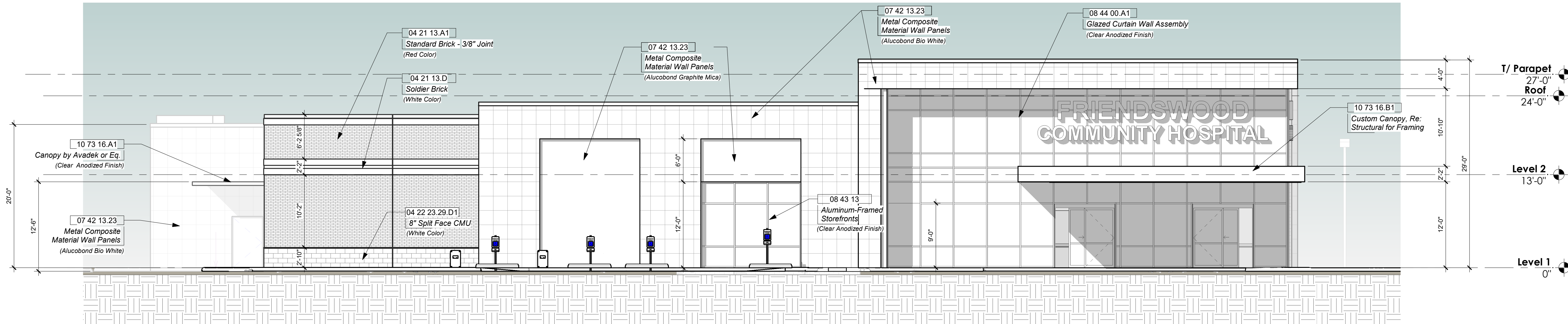
FRIENDSWOOD COMMUNITY HOSPITAL
3201 FM 528 RD
FRIENDSWOOD, TX 77546

LANDSCAPE PLAN

F-9440
SELWYN P. THINT
80446
LICENSED PROFESSIONAL ENGINEER
7.21.2023

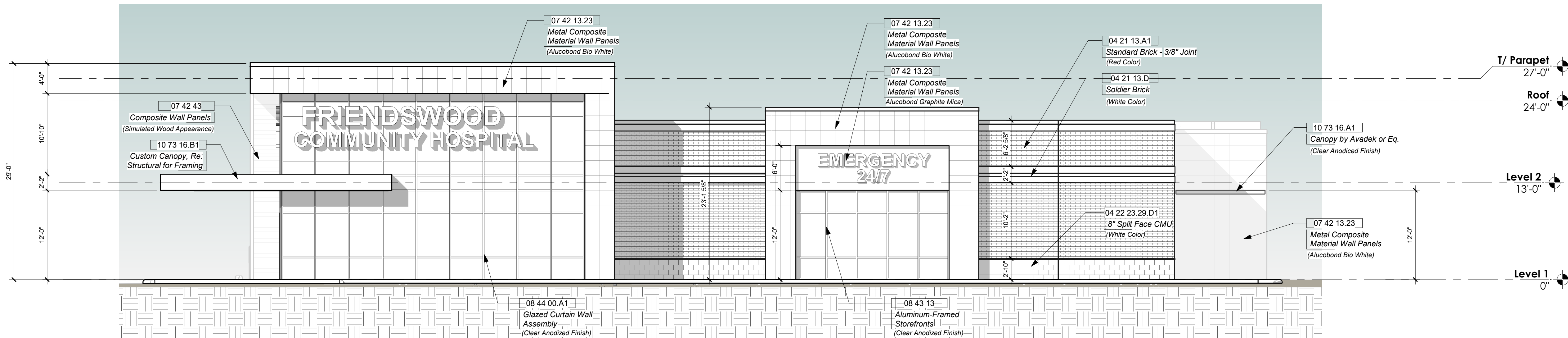
DRAWN BY: BP	PROJECT NO. 2023-0308	SHEET NO. 10 OF 11
DESIGNED BY: BP	DATE: MAY 15, 2023	
APPROVED BY: ST	SCALE: AS SHOWN	





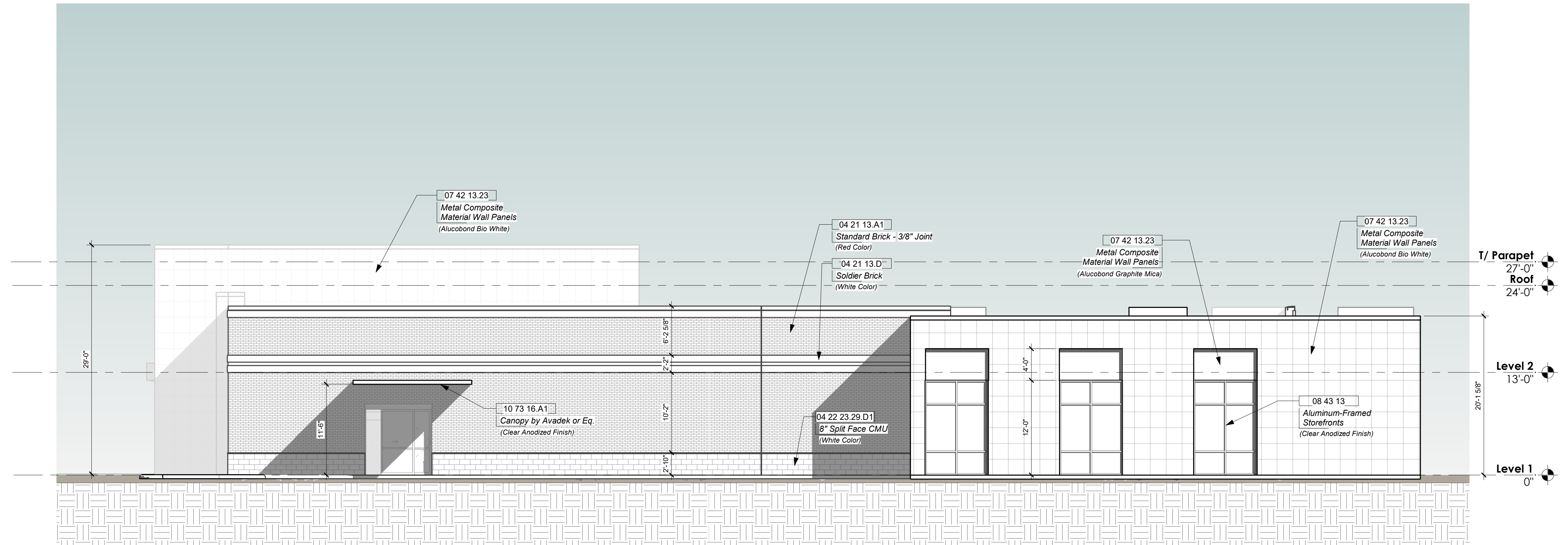
2 EAST ELEVATION

SCALE: 1/8" = 1'-0" - (1/ SD-100)

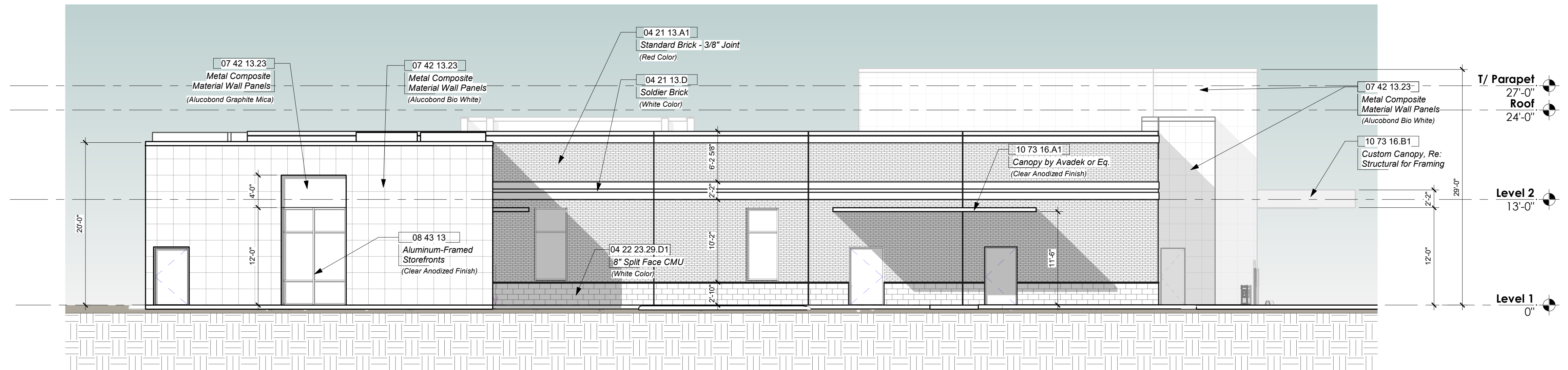


1 NORTH ELEVATION

SCALE: 1/8" = 1'-0" - (1/ AS110)



2 WEST ELEVATION
SCALE: 1/8" = 1'-0" - (1/1 A161)



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0" - (1/1 A5110)



FRIENDSWOOD
COMMUNITY
HOSPITAL

3201 FM 528 Rd,
Friendswood, TX 77546

EXPANSION+TENANT IMPROVEMENT

NOTE:

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Contractor shall verify all existing conditions prior to proceeding with construction. Notify **BB&W Architects, LLC** immediately of any discrepancies or conflicts. All dimensions to face of finish, U.N.O.

Date	Nr.	Description
5/31/2023		Issue for Permit and Pricing
7/10/2023	2	City Comment Response #1
7/28/2023	3	City Comment Response #2

PROJECT NR.: 22024

ISSUE DATE: 06/27/23

PRINT DATE: 07/28/2023

CLIENT: THOMAS DEVELOPERS,
LLC

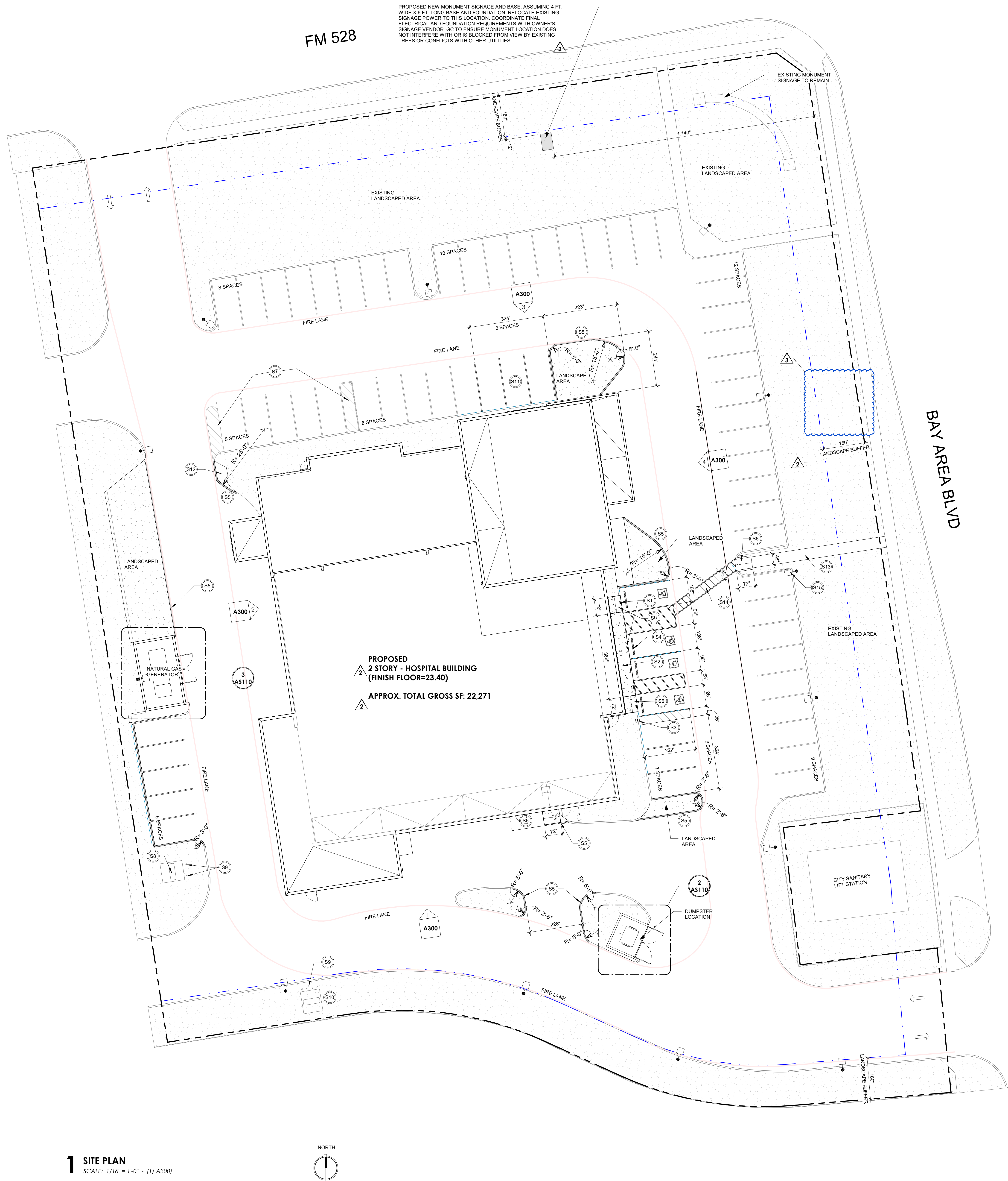
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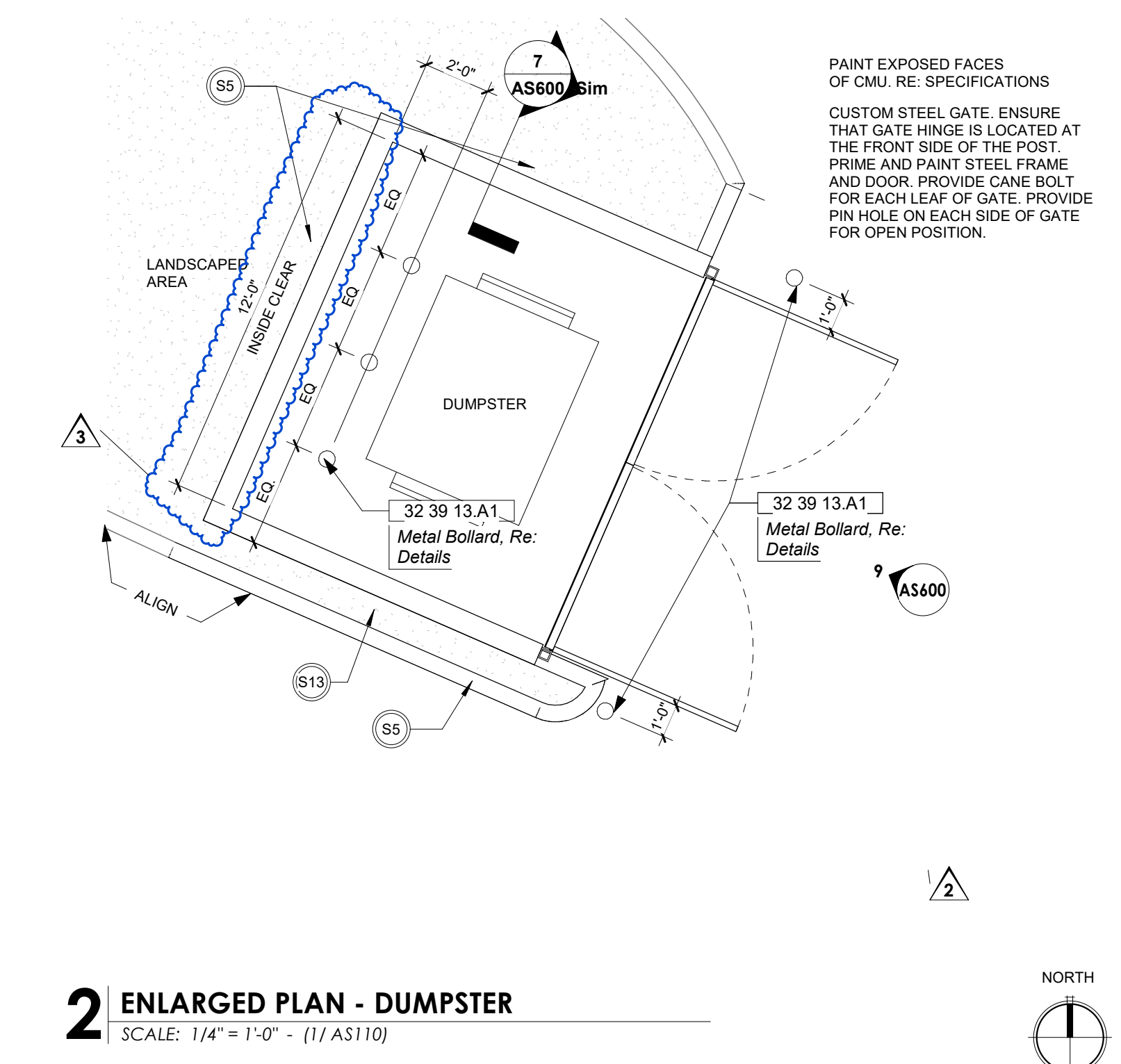
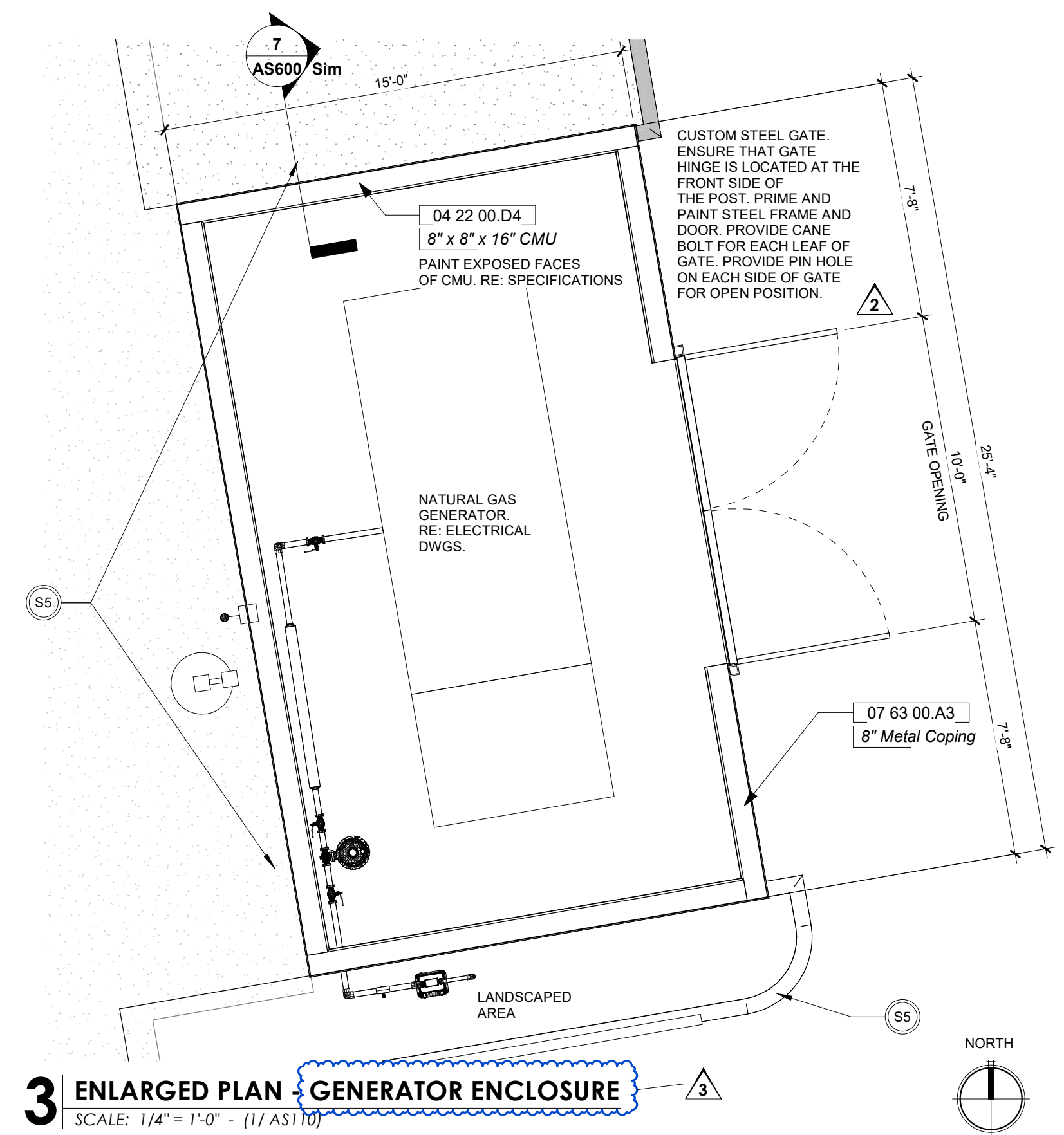
SHEET TITLE: _____

ARCHITECTURAL SITE
PLAN

AS110



	②	SITE PLAN KEYED NOTES
S1	HANDICAP SIGNAGE	
S2	ADA ACCESSABLE WALKWAY AT GRADE	
S3	ELECTRIC VEHICLE CHARGING STATION. RE: ELECTRICAL DRAWINGS	
S4	CONCRETE WHEEL STOP. RE: SPECIFICATIONS	
S5	6" CONCRETE CURB. RE: CIVIL DWGS	
S6	CONCRETE RAMP. RE: CIVIL DWGS	
S7	EXISTING ACCESS AISLE MARKING TO REMAIN. RE-PAINT AS REQUIRED	
S8	EXISTING TRANSFORMER FOR BUILDING AND PAD TO REMAIN	
S9	EXISTING PIPE BOLLARDS TO REMAIN	
S10	EXISTING TRANSFORMER FOR CITY LIFT STATION AND PAD TO REMAIN	
S11	EXISTING TRANSFORMER FOR CITY LIFT STATION AND PAD TO REMAIN	
S12	PATCH CONCRETE SIDEWALK TO MATCH EXISTING	
S13	CONCRETE PAVEMENT. RE: CIVIL DWGS	
S14	ACCESSIBLE ROUTE STRIPPLING. 4" DIAGONALLY PAINTED. COLOR TO BE TRAFFIC YELLOW	
S15	CONCRETE PARKING LIGHT BASE, POLE, AND FIXTURE. RE: ELECTRICAL DWGS	





P. 713-690-9320
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FRIENDSWOOD
COMMUNITY HOSPITAL

NOTES:

DATE: 05.19.2023

PHOTOMETRIC STUDY - SITE PLAN





FRIENDSWOOD PLANNING & ZONING COMMISSION

AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: **RECOMMENDATION: AMENDMENTS TO APPENDIX A, SIGN ORDINANCE**

Consider making a recommendation to City Council for the proposed amendments to Appendix A, Sign Ordinance

Action:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission took this on as a priority item for 2023. A full review of the Sign Ordinance started with the Ordinance Subcommittee and made its way to the full Commission for review and input. A result of the work product is the attached ordinance. The redlined version is included, as well as a clean version.

The proposed amendments to the Sign Ordinance include the following:

- Adding, removing, combining, or relocating definitions for clarification
- Establishing a sign administrator
- Formalizing the reference to permit fees and required inspections
- Adding provisions to revoke permits
- Relocate measurement standards to a new section for clarity
- Incorporate the visibility triangle drawing
- Expand the prohibition of LED window lights to all zoning districts, not just Downtown District (DD)
- Add flag banners and inflatable signs and tethered balloons greater than 18 inches in diameter to the list of prohibited signs
- Add more specific criteria to illumination specifications
- Clarifications regarding temporary signs (banners); grand opening sign allowed for 14 days from date CO is issued; additional 21 calendar days are allowed throughout the year
- Added a provision for construction signs
- Updated political sign section in accordance with the State Election Code
- Incorporated street banner sign requirements, at City Council's direction
- Allow additional signage on fuel canopies
- Updated Non-Conforming Signs section
- Expanded Church definition to include religious organizations
- Added provision for appeals

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Many of the amendments are clarifications to make enforcement and interpretation of the ordinance easier for everyone, including staff, business owners, and sign contractors. A few changes to the ordinance will affect the business community. One proposal is to add an allowance for signage on fuel canopies. Previously, a business owner had to use their allowed wall signage to cover the signage for both the main building and the fuel canopy. With this addition, a separate fuel canopy is allowed additional wall sign area. Another change is to prohibit the use of LED lights inside windows in all commercial zoning districts. In 2019, an amendment to the Sign Ordinance was adopted to prohibit

miniature, mini, Christmas, rope string lights, exposed LED storefront lights or other similar lighting in or framing windows (interior or exterior), including attached to the window frames with the exception of holiday lighting from November 15 to January 15 in the Downtown District (DD). The Commissioners recommend expanding this prohibition to all commercial zoning districts to alleviate the clutter of advertising lights throughout the City of Friendswood.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Proposed Amendments to Appendix A Sign Ordinance
2. Proposed Amendments to Appendix A Sign Ordinance CLEAN VERSION

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Section 1.	Definitions
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Section 9.	Prohibited signs
Section 10.	Signs on public property
Section 11.	Painted signs
Section 12.	Changeable copy signs
Section 13.	Illumination of signs
Section 14.	Portable signs
Section 15.	Temporary signs
Section 16-20.	Reserved
Section 21.	Permanent signs in residential districts
Section 22.	Permanent signs in non-residential districts
Section 23.	Reserved
Section 24.	Signs on vehicles
Section 25.	Obsolete signs
Section 256.	Nonconforming signs
Section 267.	Exceptions and exemptions
Section 278.	Variances
Section 28.	Appeals

Appendix A SIGNS¹

Sec. 1. Definitions.

The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

For the purposes of this Appendix A to subsection K of section 8 of Ordinance No. 84-15 as created by Ordinance No. 91-15 ("Appendix"), the following definitions shall apply:

Animated sign means a sign that uses movement to depict action or create a special effect or scene, or contains visible moving or rotating parts.

Awning means a shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.

Banner sign means a temporary sign made of fabric or other non-rigid material that is fire-retardant.

Billboard means any sign containing a commercial or noncommercial message that directs attention to a business establishment, commodity, service, or entertainment conducted, sold, or offered elsewhere than on the premises where such sign appears. If such business establishment, commodity, service, or entertainment is merely incidental to the use of such property where such sign appears, such sign shall be deemed a billboard.

Business establishment means a project or undertaking that involves the use of one lot with buildings or structures, permanent or temporary, for the primary purpose of conducting on said lot a commercial enterprise, or other nonresidential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for the purposes of this appendix.

Business frontage means the side of a building that contains the primary entrance of the building.

Business ~~P~~park means business establishments located in a business park zoning district (per Appendix C zoning ordinance).

Changeable copy sign ~~(automatic)~~ means a sign on which the copy changes either automatically, such as by electrical or electronic time and temperature units or.

~~Changeable copy sign (manual)~~ means ~~a sign on which copy is changed~~ manually in the field, such as reader boards with changeable letters.

¹Editor's note(s)—Printed herein are the sign regulations, as adopted by Ord. No. 98-29 on Sept. 28, 1998, which amended Ord. No. 84-15, the zoning ordinance (Appendix C hereof). Ord. No. 98-29, § 1, adopted Sept. 28, 1998, repealed Appendix A, Signs, in its entirety and replaced it with a new Appendix A. Former Appendix A derived from Ord. No. 91-15, adopted June 17, 1991. Amendments to Ord. No. 98-29 are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance.

State law reference(s)—Restriction on signs advertising tobacco products, V.T.C.A., Health and Safety Code § 161.122; regulation of signs by home-rule municipality, V.T.C.A., Local Government Code § 216.901; regulation of political signs by municipality, V.T.C.A., Local Government Code § 216.903.

Changeable electronic variable message sign (CEVMS) means a sign that permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. The term "CEVMS" does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the manual on uniform traffic control devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.

Civic sign means a sign that identifies a nonprofit institution or organization ~~that contains:~~

- ~~(1) —The name of the institution or organization;~~
- ~~(2) —The name of the person connected with it; and/or~~
- ~~(3) —Greetings, announcements of events or activities occurring at the institution, or similar message.~~

Commercial message means a message that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity that is conducted for profit by a person or entity in business for profit.

Development means:

- (1) A single lot (as defined in this section) with multiple buildings on it with said buildings not intended for sale but which may be leased, or square footage sold, on a condominium basis; or
- (2) An assemblage of multiple lots within a common plat boundary with multiple buildings on it with said buildings intended for sale, lease, or sale on a condominium basis, and which in either case makes up one business establishment or industrial complex.

Directory sign means a sign for the purpose of uniformly listing the names of tenants in an office park or business park.

Double-faced sign means a single sign with two parallel sign faces back-to-back.

Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the natural grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the site for any other purpose, shall not be finished grade for the purpose of measuring height.

Fire-retardant means not capable of supporting combustion or flame.

Flag banner means a sign made of non-rigid material attached to the ground and supported on a horizontal, rigid pole, but does not include a flag; also known as a teardrop banner, feather banner, or feather flag.

Flagpole means a free-standing structure permanently mounted on the ground and designed and constructed for the purpose of hanging flags.

Flashing sign means a sign that contains an intermittent or sequential flashing light source used primarily to attract attention, but not including changeable copy signs, animated signs, or signs which, through reflection or other means, create an illusion of flashing or intermittent light.

Garage sale means the sale of items that a resident or group of residents wish to dispose of at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by, or from those residents offering them for sale.

Grand opening means the formal offering by a new business of its goods, wares, merchandise, service, entertainment, or activity.

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(Supp. No. 4, Update 2)

Ground sign means any sign mounted on the ground or supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building, including changeable copy signs.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person; and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign that carries only the firm, business establishment, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Integrated business development means a development consisting of two or more interrelated business establishments using common driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, office buildings, and business parks.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement; and which is:

- (1) Designated as a distinct and separate tract; and
- (2) Identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Master sign plan means a plan depicting the location, size, height, and materials of all signs to be placed on a building and on the site.

Monument sign means a sign not more than seven feet in height from natural ground level to the highest portion of the sign, designed and constructed to substantially appear as a solid ~~mass, such as a~~ block, rectangle, or square, ~~and supported by an integral structural framework.~~

Multi-faced sign means a single sign with two or more faces, which are not parallel or back-to-back.

Natural grade means the natural ground adjacent to the slab at its centerline paralleling the front of the structure. Natural ground is assumed to be the ground surface existing prior to placement of the building pad.

New business means a business new to the premises on which it is located, a business having a change in ownership of 50 percent or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use, in building floor square footage, by 50 percent or more.

Noncommercial message means any message other than a commercial message.

Nonconforming sign means a sign ~~lawfully~~ erected and maintained prior to the adoption of the ordinance from which this appendix is derived, or any applicable amendment thereto, that does not conform with the requirements hereof.

Nonresidential district means any district that is not a residential district.

Obsolete sign means any on-premises sign, or any part thereof, which identifies or advertises a business, person, product, accommodation, service, or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Off-premises sign means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Office complex means one or more commercial buildings with multiple business establishments providing services but not delivering products directly to customers; and consisting of two or more tenants using common driveways.

Office Park means business establishments located in an office park zoning district (per Appendix C zoning ordinance.)

On-premises sign means a sign identifying or advertising a business, person, activity, goods, products, or services, located on the premises where the sign is located.

Open house means a designated period ~~of time~~ during which a property is open for viewing by prospective purchasers.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure. A portable sign which has its wheels removed shall still be considered a portable sign hereunder.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Reader panel/reader board means a permanently constructed changeable copy bulletin board lighted or unlighted with detachable precut letters and figures.

Residential district means those districts zoned single-family residential dwelling district (SFR), single-family residential dwelling district - estate (SFR-E), multi-family residential dwelling district - low (MFR-L), multi-family residential dwelling district - medium (MFR-M), multi-family residential dwelling district - high (MFR-H), ~~multi-family residential dwelling district~~—garden home district (MFR-GHD), and mobile home residential dwelling district (MHR) in the zoning ordinance of the city, contained in Appendix C to this Code.

Roofline means the height above finished grade of the upper beam, rafter, ridge, or purlin of any building.

Sign means any structure, part thereof, or device or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee, or similar appendage, or permanently affixed to the glass on the outside of the building or structure, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction, warning, or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business establishment, profession, enterprise, industry, activity, or any combination thereof; where the term "sign" is used herein without further modification, the same shall be understood to embrace all regulated signs and replicas.

~~*Sign area* means the total square footage of all sign facing, including that portion of the supporting structure or trim which carries any wording, symbols, or pictures; provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area; provided further, however, in the case of multi-faced signs, all faces shall be computed to determine sign area.~~

~~*Sign facing* means the facing of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign facing shall mean the smallest regular geometric form containing all of the individual words, letters, and symbols. Size of the sign shall be determined by the lettering; provided, however, if there is background in addition to the lettering, background material shall be included if the background is uniquely associated with the letters.~~

Snipe sign means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

Street banner means a sign constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner.

Temporary sign means any sign constructed of materials with short life expectancies. A portable sign shall not be considered a temporary sign.

Vision triangle means an unoccupied triangular space at the street corner of a corner lot. The triangle is formed by connecting the point where each right of way line intersects, and two points located twenty-five (25) feet along each right of way line.

Wall sign means a sign, either of solid face construction or individual letters, symbols, or pictures, which is attached to the exterior of any building or structure.

(Ord. No. 2002-2, § 1, 1-21-2002; Ord. No. 2005-08, § 1, 3-21-2005; Ord. No. 2008-11, § 1, 5-19-2008; Ord. No. 2008-14, § 1, 6-2-2008; Ord. No. 2008-17, § 1, 7-21-2008; Ord. No. 2010-40, § 1, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 2. Administration

- a. Sign Administrator. The community development director or their designee shall be the sign administrator charged with administering and enforcing the terms and conditions of this chapter and all other provisions of laws relating to signs. The sign administrator is empowered to delegate the duties and powers granted to and imposed upon him by this chapter to other persons serving under the sign administrator.
- b. Enforcement responsibility. The duties of the sign administrator shall include not only the issuance of permits as required by this chapter, but also the responsibility of ensuring that all signs comply with this chapter and any other applicable laws and that every sign for which a permit is required does in fact have a permit.

Permits.

- ca. *Sign permits.* It shall be unlawful for any person, unless provided otherwise in this appendix, to erect, structurally alter, relocate, lease, rent, or own any sign within the city without first obtaining a permit for such sign.
- (1) *Application.* All applications for sign permits shall be accompanied by a plan or plans drawn to a standard architectural or engineering scale which shall include the following:
- (a) The dimensions of the sign and, where applicable, the dimensions of the surface of the building to which it is to be attached.
 - (b) The dimensions of the sign's supporting members.
 - (c) The maximum and minimum height of the sign.
 - (d) The proposed location of the sign in relation to all buildings on the premises where the sign is to be located.
 - (e) The proposed location of the sign in relation to the boundaries of the premises upon which it is to be situated.
 - (f) The location of all electrical transmission lines within 30 feet of any part of such proposed sign structure.
 - (g) Each permit application shall be signed by the property owner, or his agent, and the sign installer.
- (2) *Issuance.* Upon the filing of an application for a sign permit, the plans, specifications, and other data shall be examined by the community development division. If it appears that such proposed sign is in compliance with the requirements of this appendix and other laws of the city, and the applicant being in compliance with all building ordinances of the city and other permits issued by the city, the community development division shall issue the applicant a permit for such sign. Such sign shall

thereafter be constructed in accordance with the plans, specifications and other data submitted to the community development division.

- (3) Revocation. The sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or on the basis of ~~an~~ incorrect or false information supplied, or whenever such permit is issued in violation of any local, state, or federal regulations. Notice of suspension or revocation shall be issued to the permit holder, owner of the sign, or owner of the subject property in writing.

d. Fees.

- (1) Required. Fees for the permits required under this division shall be paid to the community development department as established in Appendix D, Fees.
- (2) Refund. The applicant for a permit or holder of a permit shall not be entitled to a refund of any fee paid if the permit is revoked.
- (3) Work without permit. Work started without a permit shall be double the permit fee.

e. Inspections. The sign administrator shall make such inspections as may be necessary and shall initiate appropriate action to bring about compliance with this chapter and other applicable law if such inspection discloses any instance of noncompliance. The sign administrator shall investigate thoroughly any complaints of alleged violations of this chapter.

f. Exceptions. A permit shall not be required for the following:

- (1) The electrical, repainting, or cleaning maintenance of a sign.
- (2) The changing of the message of a changeable copy sign.
- (3) ~~Temporary Residential~~ real estate ~~subdivision~~ signs for single-family units pursuant to section 15.3.b.d.(2).
- (4) ~~Temporary Residential~~ real estate signs for multi-family units pursuant to section 15.3.d.d.(3).
- (5) Temporary direction signs pursuant to section 15.4e.
- (6) Temporary political signs pursuant to section 15.5f.
- (7) Garage sale signs pursuant to section 15.6g.
- (8) Open house signs pursuant to section 15.7h.

g. Stop orders. The issuance of a permit under this appendix shall not constitute a waiver of this appendix or other ordinances of the city. The ~~community development divisions~~sign administrator is authorized to issue stop orders for any sign which is being constructed or used in violation of this appendix or any other ordinance of the city.

(Ord. No. 2005-08, § 2, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 3. Violations are prohibited.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own within the city any sign not expressly exempted from regulation by this appendix without first satisfying the requirements of this appendix.
- b. It shall be unlawful for any person to violate any provision of this appendix.

-
- c. The violation of any provision of this appendix shall constitute a misdemeanor. The imposing of any penalty under this subsection shall not prevent the enforced removal and abatement by the city of any prohibited condition.
- d. Any person found to have violated any provision of this appendix shall, in addition to any fine imposed under this section, reimburse the city for any of its costs and expenses, direct or indirect, including removal of the violating sign, attorney's fees, and employee wages and salaries, incurred in enforcing this appendix against such person.
- e. The community development department sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or based on incorrect or false information supplied, or whenever such permit is issued in violation of any of the provisions of this ordinance or any other ordinance of this City or laws of this state or the federal government. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the site upon which the sign is located. Upon such revocation, all construction related to the revoked permit shall cease.
- Upon final determination that the revocation of the permit is properly revoked, any portion of the sign in place because of the permit shall be removed within 10 days by the owner of the sign or the owner of the site on which the sign is located. Failure to remove the sign shall be deemed a violation of this ordinance.
- f. The community development department sign administrator may periodically inspect each sign regulated by this ordinance for the purpose of ascertaining whether the same is obsolete and whether it needs removal or repair.
- g. Whenever any work for which a permit is required by this ordinance has been commenced or completed without first obtaining a permit, an investigation may be made before a permit may be issued for such work.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 4. Maintenance.

All signs and sign structures shall be kept in good repair and neat in appearance, including replacement of defective parts, painting, repainting, and cleaning.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 5. Projection of signs.

- a. No sign or any portion thereof shall project or extend over any public sidewalk, street, alley, or other public property. A supporting member of a sign shall be located at least three feet from the property line of the property upon which it is situated.
- b. Signs projecting more than 18 inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight feet above the pavement of finished grade.
- c. No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the lowest uniform roofline or parapet of such building, whichever is higher.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 6. Structural requirements.

- a. *Compliance with building code.* All signs and sign structures shall comply with the pertinent requirements of the building codes of the city, including, but not limited to, all structural, electrical, and windstorm requirements.
- b. *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of eight feet vertically and eight feet horizontally from any transmission line carrying 750 volts or greater.
- c. *Wiring.* Any wiring to an energized sign shall be installed underground, except where impractical or infeasible, as determined by the building official, and in such instances shall be at least 14 feet above ground level.

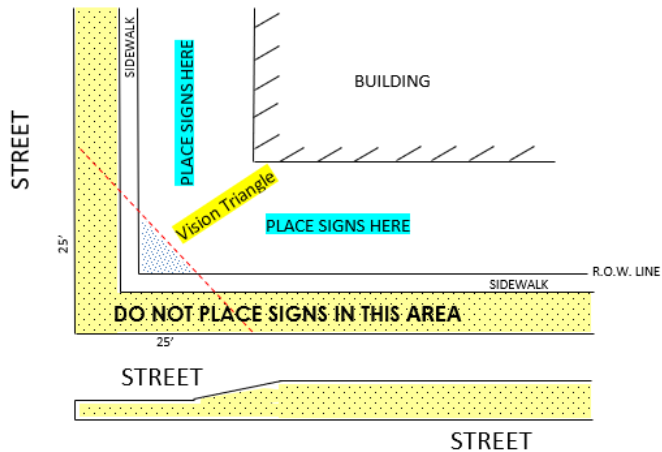
(Ord. No. 2005-08, § 3, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 7. ~~Reserved.~~Measurement standards.

- a. Sign face area shall be measured as the smallest area enclosed by straight lines drawn to the extremities of the letters, numbers, recognizable symbols, and trademarks; provided, however, if there is background in addition to the lettering, background material shall be included if the background is uniquely associated with the letters.
- b. Sign height shall be measured from finished grade level to the top of the sign structure and shall not exceed 7 feet. Sign pads shall not be mounded to achieve additional height.
- c. Double-faced sign area shall be calculated only on one side of the sign.
- d. Awnings. The portion of an awning that contains graphics, symbols and/or written copy shall be included as part of the aggregate sign area calculation.
- e. Business frontage shall be measured by the horizontal width of a tenant's building or lease space, where the front entrance is located. When two or more entrances are utilized on separate sides of a building, the entrance where the tenant is addressed shall apply.

Sec. 8. Traffic hazards.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own any sign in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color, or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device; nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, distract or confuse vehicular or pedestrian traffic.
- b. The chief of police of the city, or his duly qualified representative, shall be the sole judge of a violation under this section.
- c. Attaching, placing, affixing, or leaning any material onto, painting over, changing the wording of, or covering a traffic sign (regulatory or informational) shall be prohibited.
- d. Signs shall not be placed within the vision triangle.



(Ord. No. 2005-08, § 5, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 9. Prohibited signs.

Signs of the following nature are expressly prohibited unless specifically authorized by this appendix:

- a. Billboards, including, but not limited to, new off-premises, [changeable electronic variable message signs \[CEVMSs\]](#). Exception: existing billboards may be converted to CEVMSs, provided that they meet the requirements in section 26.f.
- b. Signs that contain statements, words, or pictures of an obscene, indecent, or immoral character as will offend public morals or decency.
- c. Obsolete signs.
- d. Animated signs.
- e. Signs that contain or have attached thereto banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, flash tags or other similar devices.
- f. Signs attached to exposed amenities, such as benches or trash containers.
- g. Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such a manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- h. Snipe signs.
- i. Signs placed on the side or rear of any building or property when such sign faces upon a contiguous residential area.
- j. Signs placed on private property without the consent of the owner of the property.
- k. Flashing signs.
- l. Ground signs, except monument signs.

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- m. ~~In the Downtown District Boundary, Miniature~~ mini, Christmas, rope string lights, exposed LED storefront lights, or other similar lighting in or framing windows (interior or exterior), including attached to the window frames ~~with the exception of except for holiday~~ lighting from November 15 to January 15.

n. Flag banners.

o. Inflatable signs and tethered balloons greater than 18 inches in diameter.

(Ord. No. 2005-08, § 6, 3-21-2005; Ord. No. 2008-17, § 2, 7-21-2008; Ord. No. 2014-38, § 1, 1-5-2015; Ord. No. 2017-22, § 1, 9-11-2017; Ord. No. 2019-20, § 2, 6-3-2019)

Sec. 10. Signs on public property.

- a. *Signs on public property.* It shall be unlawful to place a sign in or upon any public property, including, but not limited to, a public street, sidewalk, right-of-way, easement, curb, grounds, bridge, or building, unless express consent therefor shall have been first granted by the city council. This subsection shall not apply to signs required to be placed by a public employee in the regular course and scope of his employment.
- b. *Impoundment.*
- (1) Any sign in violation of subsection a of this section may be removed without notice to the owner thereof. Employees of the police department, the department of public works, and community development are hereby authorized to remove any such signs and transport or cause the same to be transported to a location to be designated by the community development division. Snipe signs may be discarded immediately. The custodian of the storage area shall maintain records of where such signs were located when they were so removed and the date on which they were so removed and, except for snipe signs, shall hold the same in the storage area for a period of not less than 30 days.
 - (2) Any sign so held may be redeemed by the owner thereof upon the payment of a fee to the city set by resolution and printed in Appendix D to this Code. Such fee shall be in addition to and not in lieu of any fine imposed upon such owner for violation of this subsection. Any sign impounded and stored and not redeemed by the owner thereof within 30 days may be disposed of or sold at public auction in the same manner as surplus property of the city.
- c. *Exceptions.*
- (1) *Public athletic facilities.* Public athletic facilities may have signs attached to fences surrounding such facility to give public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.
 - (2) *Public and private parks.* Public and private parks may have signs to give information and/or regulations concerning park use.

(Ord. No. 2005-08, § 7, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 11. Painted signs.

Painted signs shall be on permanently weatherproofed materials, and all sign surfaces shall be painted or treated with weatherproofed materials.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 12. Changeable copy signs.

- a. *Residential districts.* A changeable copy sign, such as a reader board, may be integrated into the allowable sign so long as the total area of the changeable copy message does not exceed six square feet of the sign area, subject to the restrictions set forth in subsection c of this section.
- b. *Nonresidential districts, and ~~churches-religious organizations~~ and schools in residential districts.* A changeable copy sign, such as a reader board, may be integrated into a permanent monument sign so long as the total area of the changeable copy message is limited to a maximum of 25 square feet of the sign area, subject to the restrictions set forth in subsection c of this section.
- c. *Restrictions.* All changeable copy signs shall be subject to the following restrictions:
 - (1) The message conveyed by the sign face shall not blink, flash, scroll or be so animated as to be deemed a distraction to passing motorists.
 - (2) ~~Reserved.~~
 - (3) ~~All changeable copy sign faces shall be limited to a maximum of 25 square feet in sign area, or the maximum size of the type of permanent sign on which the face is placed, whichever is less.~~

(Ord. No. 2005-08, § 8, 3-21-2005; Ord. No. 2007-17, § 1, 10-15-2007; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 13. Illumination of signs.

- a. ~~It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own any sign which creates glare (as that term may otherwise be defined in the zoning ordinance of the city) upon a public street, alley, driveway, parking area, sidewalk, or adjacent property.~~
- b. ~~Signs may be illuminated from an independent artificial source provided such illumination is concentrated upon the area of the sign only, and does not cause glare (as that term may otherwise be defined in the zoning ordinance of the city) upon any public street, alley, driveway, parking area, sidewalk, or adjacent property.~~
- a. A conforming sign may be illuminated but only by:
 - (1) Upward lighting of no more than 4 bulbs per direction of the sign face or faces of the structure; or
 - (2) Downward lighting of no more than 4 bulbs per direction of the sign face or faces of the structure.
- b. Lights that are a part of or illuminate a sign:
 - (1) Must be shielded, directed, and positioned to prevent beams or rays of light from being directed at any portion of the traveled ways of a regulated roadwaypublic or private street;
 - (2) May not be of such intensity or brilliance as to cause vision impairment of a driver of any motor vehicle on a regulated highwaypublic or private street or otherwise interfere with the driver's operation of a motor vehicle;
 - (3) May not obscure or interfere with the effectiveness of an official traffic sign, device, or signal; and
 - (4) Shall be shielded to prevent the source of lighting from being directly visible from residential property.
- c. Awnings shall not be backlit. Any down lit awning shall be opaque. ~~The portion of an awning that contains graphics, symbols and/or written copy shall be included as part of the aggregate sign area calculation.~~
- d. All wiring to monument signs shall be installed underground.

(Ord. No. 2005-08, § 9, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 14. Portable signs.

- a. Grand Opening. One ~~on-premises~~ portable sign, ~~not exceeding 32 square feet in sign area,~~ may be displayed by a new business enterprise to give notice of its grand opening for a period not to exceed ~~14-30~~ consecutive days ~~from the date the Certificate of Occupancy is issued.~~
- b. Allowed. One portable sign, ~~not exceeding 32 square feet in sign area,~~ may be displayed on nonresidential property, in addition to that allowed for grand openings, for 21 days during any calendar year; ~~provided, however, use of any such portable sign shall be in increments of not less than seven consecutive days.~~
- c. Size. The portable sign shall not exceed 32 square feet in sign area.
- d. Location. Signs shall be placed no closer than three feet from the edge of the property and/or any sidewalk; ~~in no case shall the sign be placed in a state or city right-of-way or street median.~~
- e. Permits. Required.
- ef. Limit.
 - (1) If a changeable copy sign is located on the property, a portable sign is not permitted.
- d. (2) No more than one portable sign shall be displayed on any one nonresidential property at a time.
- eg. Handheld signs that include a commercial message are prohibited upon any public rights-of-way, including, but not limited to, any public sidewalk, street, alley, or other public property.
- fh. Handheld signs that are on private property, but are visible from a street or roadway, are permitted where an applicant satisfied the following:
 - (1) Size. Sign size does not exceed four square feet.
 - (2) Permits. Required.
 - (3) Location. May be located where the applicant has legal permission to display the sign. If the applicant does not own or lease the private property upon which the handheld sign will be displayed, applicant must provide a letter of approval from the property owner where the sign will be displayed.
- gi. Regulations involving handheld signs on private property do not apply to political signs that are otherwise compliant with this appendix and V.T.C.A., Local Government Code ~~ch.Ch.~~ 216.

(Ord. No. 2005-08, § 10, 3-21-2005; Ord. No. 2010-40, § 2, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 15. Temporary signs.

Sec. ~~15.1a.~~ Generally.

- a.~~(1)~~ Contractors may place a sign on property where actual construction (landscaping, roofing, pool, etc.) is taking place, unless otherwise regulated by section b. below. Such sign may be placed on such property for the duration of construction plus ten days, shall not exceed six square feet in sign area, and shall not exceed seven feet in height above the natural ground level. No permit is required for such signs.
- b.~~(2)~~ Except as otherwise provided, a permit shall be required for any temporary sign authorized in this section ~~through section 15.8,~~ Such permits shall be granted for a period not to exceed 24 months, and at the expiration of the permit period all such temporary signs shall be removed unless a new permit is obtained.

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~~6.(3)~~ Temporary signs shall be placed no closer than three feet from the edge of the property and/or any sidewalk; in no case shall the temporary sign be placed in a state or city right-of-way or street median.

~~(4)~~ Temporary signs may not be illuminated or have moving elements.

Sec. ~~15.2b.~~ *Construction signs.*

~~(1)~~ *Allowed.* Two (2) temporary signs denoting the owner, architect, financial institution, general contractor, "coming soon," or any statement pertaining to a non-residential project.

~~(2)~~ *Location.* Such temporary sign(s) shall be located on the premises where the project is located.

~~(3)~~ *Size.* For tracts of two acres or less, each sign shall not exceed 16 square feet in sign area; for tracts of greater than two acres, each sign shall not exceed 32 square feet in sign area.

~~(4)~~ *Removal.* Signs must be removed within 10 days of the issuance of a certificate of completion or certificate of occupancy, whichever is sooner.

~~(5)~~ *Permits.* Required.

Sec. ~~c.~~ *Banners.*

~~a.(1)~~ *Allowed.* In lieu of using a portable sign to advertise a grand opening as authorized by section 14.a, one on-premises banner sign not exceeding 32 square feet in sign area may be displayed ~~by a new business to give notice of its grand opening for a period not to exceed 14 consecutive days.~~

~~b.(2)~~ *Location.* On the property where the business is located; affixed to business structure ~~and not above the roofline.~~ In lieu of using a portable sign as authorized by section 14.b, one banner sign not exceeding 32 square feet in sign area may be displayed on nonresidential property for 21 days during each calendar year; provided, however, use of such banner sign shall be in increments of not less than seven consecutive days.

~~(3)~~ *Size.* The banner shall not exceed 32 square feet in sign area.

~~(4)~~ *Permits.* Required.

~~(5)~~ *Placement and removal.* The banner shall be placed no sooner than the begin date on the approved sign permit and shall be removed no later than the end date on the approved sign permit.

Sec. ~~15.3d.~~ *Residential Temporary real estate subdivision signs.*

~~a.(1)~~ *Subdivision, Builder, or Model Home entrance signs.*

~~(1a)~~ *Allowed.* Up to two temporary real estate subdivision signs may be allowed at each entrance. ~~One sign is allowed per three hundred feet (300') of main street frontage. Signs on model home lots do not count against this limit.~~

~~(2b)~~ *Location.*

~~(i)~~ A lot, tract, or reserve that is not intended for sale and the maintenance of which is the responsibility of the builder, developer, or homeowner association. Such signs are commonly located ~~a~~At the main or secondary entrance of any new residential subdivision or other residential development, ~~and/or at secondary entrances to such subdivision or development.~~

~~(ii)~~ A lot on which a model home is located.

~~(3c)~~ *Size.* Each sign not to exceed ~~3250~~ square feet in sign area.

(4d) *Removal.* Such temporary real estate subdivision signs shall be removed 24 months from the date the permit is issued ~~or when 80 percent of the lots in the subdivision have been sold to homebuyers, whichever occurs first.~~

(5e) *Permits.* Required.

~~b.~~ (2) *Single-family units.*

(1a) *Allowed.* One temporary sign allowed for each single-family dwelling unit or lot ~~in order to~~ give information concerning leasing, renting, or selling of a single-family unit or lot.

(2b) *Location.* Such temporary sign may be located anywhere on the premises except as restricted by the zoning ordinance, provided that such sign may not project beyond the property line and is only for the property upon which such sign is erected.

(3c) *Size.* Each temporary sign not exceeding six square feet in sign area.

(4d) *Removal.* Single-family residence signs shall be removed within ten days of the unit or lot being leased, rented, or sold.

(5e) *Permits.* Not required.

~~c.~~ *Model homes.*

(1) ~~*Allowed.* One monument sign for each model home or model home park for each separate home building company located in the subdivision which is used or designated as a sales office and/or model home.~~

(2) ~~*Location.* See section 15.1.c.~~

(3) ~~*Size.* Not to exceed 16 square feet in sign area.~~

(4) ~~*Removal.* Signs must be removed within ten days after the time that the model home or model home park ceases to be used as a sales office or model home for the subdivision.~~

(5) ~~*Permits.* Required.~~

~~d.~~ (3) *Multi-family units.*

(1a) *Allowed.* Two temporary signs shall be allowed for each complex ~~in order to~~ give information concerning leasing, renting, selling, or financing of the unit on the property upon which such sign is erected.

(2b) *Location.* On the property where each complex is located.

(3c) *Size.* Not to exceed six square feet in sign area.

(4d) *Removal.* Signs must be removed within ten days after the time that the leasing, renting, selling, or financing of all the units in each complex occurs.

(5e) *Permits.* Not required.

~~e.~~ (4) *Vacant acreage.*

(1a) *Allowed.* One temporary sign may be allowed for each street frontage advertising vacant acreage ~~in order to~~ give information concerning selling, leasing, or renting of the property.

(2b) *Location.* ~~See section 15.1.c. On the property that is intended for sale, lease, or rent.~~

(3c) *Size.* For vacant tracts of two acres or less, such sign shall not exceed 16 square feet in sign area; for vacant tracts of greater than two acres, such sign shall not exceed 32 square feet in sign area.

(4d) *Removal.* Signs must be removed within ten days after the time that the acreage is has been sold, leased, or rented.

(5e) *Permits.* Required.

f.(5) *Temporary signs for new integrated business developments, shopping centers, office parks, and business parks.*

(1a) *Allowed.* One temporary sign for each street frontage of any new integrated business development, shopping center, office park, or business park ~~in order to~~ give information concerning leasing, renting, construction, financing or selling of such property upon which such sign is erected.

(2b) *Location.* May be located at the entrance for the development.

(3c) *Size.* The sign area for such temporary sign shall not exceed 32 square feet.

(4d) *Removal.* Signs must be removed no later than 24 months after the date the permit is issued.

(5e) *Permits.* Required.

Sec. 15.4e. *Temporary direction signs.*

a.(1) *Allowed.* Temporary signs that direct the public to a special event of civic interest, such as parades, organized holiday festivities, or other special events which are conducted by and benefit charitable or nonprofit organizations. A maximum of up to two temporary direction signs are allowed per lot.

b.(2) *Size.* Such signs shall not exceed 32 square feet in area.

c.(3) *Location.* Signs may be placed on private property with the permission of the property owner. See ~~section 15.1.c.~~

d.(4) *Removal.* Such signs are erected only for ~~a time period~~ a period not to exceed ten days before and two days after the event.

e.(5) *Permits.* Not required under the following conditions: The event must be conducted by a charitable or nonprofit organization, all proceeds derived from such event will be used to further the purpose of said organization, and that the management and supervision of such event will be under the total control of the said organization. If ~~all of~~ the above conditions are not met, a permit shall be required. The city shall ~~make contact with~~ contact event organizers when necessary to confirm that the event in question is charitable and/or nonprofit, consistent with the conditions herein.

Sec. 15.5f. *Temporary political signs.*

a. ~~Temporary political signs shall comply with the regulations set forth in Texas Local Election Code, Chapter 259. Political Signs. Political signs on private property.~~

(1) ~~Allowed. On private property with the permission of the property owner. Political signs may not be illuminated or have moving elements.~~

(2) ~~Location. See section 15.1.c.~~

(3) ~~Size. No such sign shall exceed 36 square feet in sign area or be higher than eight feet from ground level.~~

(4) ~~Removal. All such signs shall be removed per state regulations on political signage.~~

(5) ~~Permits. Not required.~~

b. ~~Political signs on public property.~~

(1) ~~Removal.~~ All such signs shall be removed from public property within 24 hours following the election date on which the office or proposition is finally determined in accordance with the state election code; signs outside a polling place not meeting these criteria can be removed by city officials.

(1) Private property. No permit shall be required under this chapter for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner, provided that such sign:

(a) Does not have a surface area greater than 36 feet, excluding the sign structure;

(b) Is not more than eight feet high;

(c) Is not illuminated; and

(d) Has no moving elements.

(2) As used in this subsection, "private real property" does not include real property subject to an easement or other encumbrance that allows the city to use the property for a public purpose.

(3) Public property.

(a) Prohibited. Except as provided in subsection (b)(2) of this section, a sign that contains primarily a political message is prohibited on public property, including the rights-of-way.

(b) Exception. A sign that contains primarily a political message may be in a designated area at least 100 feet from the main entrance to a polling place during a voting period at such polling place. An area may be designated by the city manager when a city facility is used as a polling place or by an official of another governmental entity when such entity's facility is used as a polling place. As used in this subsection, "voting period" means the continuous period beginning on the date that the polls are open for voting and ending on the date when the polls at such location are closed or the last voter has voted, whichever is later.

Commented [AH1]: Clarify that area is not designated.

(4) Removal. The sign administrator may remove and dispose of any political sign placed on public property or within the public rights-of-way.

(5) Permits. Not required.

Sec. ~~15-6-g.~~ Garage sale signs.

a. ~~(1)~~ Allowed. Up to four signs can be posted no more than 24 hours before the sale begins.

b. ~~(2)~~ Location. Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way. See also section 15-1-e.

c. ~~(3)~~ Size. Each sign shall not exceed six square feet in sign area.

d. ~~(4)~~ Removal. Signs must be removed on the last day of the sale by day's end.

e. ~~(5)~~ Permits. Not required.

Sec. ~~15-7-h.~~ Open house signs.

a. ~~(1)~~ Allowed. Up to four signs for each open house. Once an open house has been held on a property, open house signs shall not be placed on the same property before the expiration of five days from the removal of the signs for the previous open house.

b. ~~(2)~~ Location. Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way. See also section 15-1-e.

c. ~~(3)~~ Size. Each sign shall not exceed six square feet in sign area.

d. ~~(4)~~ Removal. Signs must be removed at the close of the open house.

e. ~~Permits. Not required.~~

Sec. ~~15.8i.~~ *Temporary street banner signs.*

a.(1) ~~Allowed. Subject to the requirements of this section, c~~Charitable organizations and nonprofit organizations ~~having a principal office in the city, Clear Creek Independent School District, and Friendswood Independent School District~~ are allowed one temporary street banner sign during a calendar year to advertise an event to be held within the city limits and to which the general public is invited. ~~constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner.~~

(2) *Application.* A charitable and non-profit organization, CCISD, or FISD desiring a temporary street banner sign shall make application for a license to the director of public works at least sixty (60) days in advance of the advertised event. Such application shall be made in writing and shall include the following:

(a) The name and address of the charitable and non-profit organization, CCISD, or FISD located within the city's corporate limits conducting the public event as well as the name, address, phone number, and email address of the contact person for the application;

(b) The name, location, and dates of the event;

(c) The content of the temporary street banner sign;

(d) A copy of the signed permit or agreement from the state department of transportation for the temporary street banner sign;

(e) A license agreement, as prescribed by the city, for the temporary street banner sign, which agreement is executed by the charitable and non-profit organization, CCISD, or FISD;

(f) A certificate of insurance issued by a company authorized to do business in the state naming the city, its officers, and employees as an additional insured and including a waiver of subrogation in favor of the city, in amounts of not less than the amounts printed in Appendix D to this Code;

(g) A copy of proof of non-profit organization;

(h) A \$25 non-refundable application fee; and

(i) Such other information as may be requested by the director of public works.

(3) *Materials.* All temporary street banner signs shall be constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner. The director of public works may promulgate additional standards as necessary to protect public health, safety, and welfare.

b.(4) *Location.* ~~Temporary street b~~Banner signs ~~must may only~~ be erected in front of Stevenson Park and extend across Friendswood Drive ~~from city to the~~ designated poles ~~provided by Texas New Mexico Power.~~

c.(5) *Size.* Each temporary street banner sign shall not exceed ~~twenty-five~~25 feet (25') in width and no more than four feet (4') in height.

d.(6) ~~Removal~~*Timing limitations.*

(a) Except as provided in subsection 7 of this section, temporary street banner sSigns, other than the city's temporary street banner signs, must be removed at the end of ay be erected for no more than seven (7) consecutive days following their erection.

(b) No temporary street banner signs, other than the city's temporary street banner signs, shall be permitted each year during the following periods:

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- (i) The months of November and December;
- (ii) Between June 20 and July 14;
- (iii) Between the commencement date of early voting for a general or special municipal election and seven (7) days after the date of uch election or any runoff election resulting therefrom.No banners shall be permitted during the periods before and during elections when city "vote" banners are in place.

(c) No charitable and non-profit organization, CCISD, or FISD shall be granted more than one temporary street banner sign permit in any calendar year.

e.(7) Approval. Temporary banner sign permits along with the city license agreement must be approved by the city manager. The license agreement may extend the period specified in subsection f for no more than seven (7) additional consecutive calendar days by the city council if the city council makes the following findings:

- (a) The length of the event and the expected attendance at the event justify an extension of the permit;
- (b) The general purposes of this section are observed and maintained; and
- (c) The granting of such an extension will not be injurious to the public health, safety, or welfare.

(8) Fee. If a permit application under this section is approved by the city manager, the permittee must pay the city \$100 prior to the erection of the banner to defray the city's cost.

(9) Revocation. Notwithstanding anything in this code or in the license agreement to the contrary, the director of public works has the right, power, and authority to revoke a permit and terminate a license agreement if:

- (a) the temporary street banner sign poses a risk to the public health, safety and welfare as determined by the director of public works;
- (b) the city manager determines that the licensee has breached the license agreement; or
- (c) the city council approves another temporary street banner sign that is to be on display after the period specified in subsection f.1 of this section but during an extension granted pursuant to subsection (7), and there is no other banner space available.

Permits. Required by both the city and state department of transportation. In addition, a completed license agreement to place a banner on a public street right-of-way shall be submitted with the permit application with an original certificate of insurance issued by a company authorized to do business in the state naming the city as an additionally insured, in amounts of not less than the amounts set by resolution and printed in Appendix D to this Code. Complete applications must be submitted to the public works department 60 days in advance of the advertised event. City council approval is required.

(Ord. No. 2005-08, § 11, 3-21-2005; Ord. No. 2014-22, § 2, 9-8-2014; Ord. No. 2014-38, § 1, 1-5-2015)

Secs. 16—20. Reserved.

Sec. 21. Permanent signs in residential districts.

- a. *Applicability.* This section shall apply to all residential districts as defined in the zoning ordinance as well as PUDs and SUPs with residential components.
- b. *Multifamily residential subdivisions.*
 - (1) For each multi-family residential subdivision, a maximum of two wall or monument signs with a combined total sign area not exceeding 50 square feet shall be allowed.
 - (2) Allowed signs may be anywhere on the premises except as restricted by the zoning ordinance and this appendix. They may not project beyond any property line and, if ground-mounted, the top shall not be more than seven feet over natural ground level.
- c. *Single-family residential subdivisions.* Each single-family residential subdivision is allowed one monument entrance identification sign at each entrance not to exceed 50 square feet. However, two signs with a maximum of 32 square feet each may be placed on opposite sides of the entrance in lieu of a single 50-square-foot sign. The top of such signs shall be not more than seven feet over natural ground level. As part of one sign, a changeable copy area not exceeding six square feet shall be allowed for the purpose of placing civic announcements by the homeowners' association.

(Ord. No. 2005-08, § 17, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 22. Permanent signs in nonresidential districts.

- a. *Applicability.* This section shall apply to all nonresidential districts as defined in the zoning ordinance as well as PUDs and SUPs with nonresidential components.
- b. *Wall signs.*
 - (1) Wall signs are allowed for each business establishment with an allowable total sign area of 1½ square feet for each linear foot of business frontage.
 - (2) Where two or more tenants utilize a common building, the total allowable wall sign area shall be equal to 1½ square feet for each linear foot of business frontage. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community development department for this type of project showing the exact size and location of each sign for this project.
 - (3) Each tenant's wall sign must be attached to that part of the building in which the tenant is located.
- c. *Monument signs.*
 - (1) *Individual monument sign.* One monument sign is allowed for each business establishment, with an allowable sign area of 50 square feet. The highest part of any such sign or structure shall not be greater than seven feet above the highest finished grade at the front property line. Monument signs must be permitted separately from the building permit.
 - (2) *Multi-tenant monument sign.* Where two or more tenants make up a business establishment, they shall collectively be entitled to one monument sign that would be authorized for said business establishment. The total sign area shall not exceed 50 square feet plus ten square feet for each tenant in the complex up to a maximum of 100 square feet. The highest part of any such sign or structure shall not be greater than seven feet above the highest finished grade at the front property line. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community

development department for this type of project showing the exact size and location of each sign for this project.

- (3) *Shared monument sign.* Business establishments on contiguous lots may utilize one common monument sign. Such sign shall be placed on either of the contiguous lots and sign dimensions and requirements will be the same as a multi-tenant monument sign.
- (4) *Changeable copy signage.* Up to 25 square feet of the allowable monument sign area may be used for changeable copy signage.
- (5) *Second monument sign.* A second monument sign is allowed for business establishments with buildings consisting of 40,000 square feet or more. Consideration and approval of a second monument sign shall be based on the square footage of buildings shown on an approved site plan for the entire business establishment. The second monument sign may be constructed as part of the initial site construction, but shall not be advertised on until the square footage of the structures constructed on-site exceeds 40,000 square feet. The second monument sign must be permitted separately.

d. *Option for directory sign in office park district (OPD) and business park districts (BP).*

- (1) One monument sign for the sole purpose of uniformly listing the names of the tenants is allowed for each building in which there are multiple tenants in the office complex if the complex chooses not to use wall signs.
- (2) The total sign area of such sign shall not exceed 240 square inches per tenant.
- (3) Such signs shall not exceed five feet in height and shall be located within 20 feet of the building.

e. *Fast-food/drive-through menu boards.* Menu reader boards for fast-food/drive-through restaurants shall not be considered as a ground sign if such menu board is screened from adjacent buildings or structures. Landscaping around menu boards shall be required ~~so-as-to~~ screen to the degree reasonably possible such menu board from abutting properties.

f. *Off-premises directional signs.* Off-premises directional signs of up to a maximum of four-square feet are allowed if the property on which the sign is located and the property which is described in the sign are contiguous. The permit application shall be signed by both property owners.

g. *Fuel canopy signs. Fuel canopy signs are allowed for each gasoline station with an allowable total sign area of .5 square feet for each linear foot of canopy measured along the shortest side of the canopy.*

(Ord. No. 2005-08, § 18, 3-21-2005; Ord. No. 2008-14, § 2, 6-2-2008; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 23. Reserved.

Sec. 24. Signs on vehicles.

- a. No type of vehicle, including, but not limited to, cars, trucks, motor-driven cycles, or vehicles built of miscellaneous parts of other vehicles, such as sand or dune buggies, and no type of trailer, boat, or other similar type of property shall be placed on private property within the city for the purpose of advertising such item for rent, sale, or lease unless such property is on the premises where the owner of such property advertised for sale or lease resides or conducts business or is on the premises of a business establishment engaged in the rental, sale, or lease of such property.
- b. A motor vehicle not used on a regular basis for the transportation of persons or property, or that is inoperable, shall not be parked or stored with one or more signs displayed thereon or otherwise used as a substitute sign structure.

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- c. Any vehicle containing advertising must be parked in an approved parking space and shall not be parked for a continuous period exceeding 72 hours. Any such vehicle is prohibited from otherwise being parked upon any public rights-of-way, including, but not limited to, public sidewalks, streets, alleys, or other public property, with one or more signs displayed thereon or otherwise used as a substitute sign structure.

(Ord. No. 2010-40, § 3, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 25. Obsolete signs.

~~Obsolete signs shall be removed, or brought into compliance with the other provisions of this appendix, not later than the first anniversary date that the sign, or any part thereof, first became obsolete. If the premises upon which the obsolete sign, or any part thereof, is leased, then the obsolete sign, or any part thereof, shall be removed, or brought into compliance with the other provisions of this appendix, not later than the second anniversary date that the sign, or any part thereof, becomes obsolete, as established by the date of the tenant most recently ceasing to operate on the premises after the effective date of the enabling ordinance. These provisions are in accordance with the provisions of V.T.C.A., [Local Government Code] § 216.003(e) and (f).~~

~~If the owner fails to remove or render blank the sign within the prescribed time, the sign administrator shall notify the owner by certified mail to correct the violation within ten days after receipt of notification of violation. If the owner does not correct the violation, the sign administrator may remove the sign at the property owner's expense.~~

- ~~c. An obsolete business may be determined by disconnection of water, sewer, power, postal service, or any other indicators of vacancy.~~

(Ord. No. 2005-08, § 20, 3-21-2005; Ord. No. 2008-11, § 2, 5-19-2008; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 26. Lawfully-nNonconforming signs.

- a. *Definition.* A ~~lawfully~~ nonconforming sign shall be any sign that does not comply with the requirements of this appendix, and which was in existence prior to the effective date of the enabling ordinance, whether permitted or not by the city's building division.

~~(1) It is the intent of this appendix to permit those nonconforming signs to continue until they are removed, but not to encourage their survival. The city's building division is charged with establishing a list of all such signs, and shall serve notice by U.S. Mail and permit holders to the owners of such signs as to the status of said signs.~~

~~(2) A sign permit issued by the city's building division is required for any repair work to be performed under this subsection.~~

- b. *Exemptions. Signs*

~~(1) Signs lawfully in place on Month Day, 2023, the effective date of these requirements.~~

~~(2) Sign associated with an issued Certificate of lawful nonconformity required. A certificate of lawful nonconformity-i issued by the city's building division shall be required for existing any lawfully nonconforming signs in 2008. that does not comply with the requirements of this appendix and which were in existence prior to the effective date of the enabling ordinance Month 00, 2008. After notice to the owners of such signs in accordance with subsection a of this section, said owners shall have 90 calendar days from the date of such notice by the city to obtain a certificate of lawful nonconformity from the city's~~

building division. The application for a certificate should include photographs of the signs and any construction plans that are available.

(1) —

(2) c. — *Conformity required.* It is the intent of this section that all nonconforming signs for which, ~~both with and without a certificate of lawful nonconformity is issued, must be brought into compliance with the requirements of this appendix, and under the conditions set forth in subsection e of this section, and owners of such signs shall secure a permit from the city's building division for all necessary work to effect said compliance.~~

d. *Repair, appearance, and alteration.* ~~Lawfully-n~~Nonconforming signs, and any part thereof, ~~for which a certificate of lawful nonconformity has been issued~~ shall be kept in good repair, as to structure, electrical and appearance components, and no structural alterations of any kind shall be made thereto that increases the existing extent of nonconformity. A ~~lawfully~~ nonconforming sign may have its message changed, ~~face replaced,~~ or be illuminated internally or externally ~~as long as if~~ the existing extent of nonconformity is not increased.

e. *Replacement.* ~~In the event that if~~ a ~~lawfully~~ nonconforming sign or sign structure, or a substantial part of it, is damaged, destroyed, or dismantled for any purpose (other than maintenance operations or for changing the letters, symbols, or other matter on the sign), in an amount more than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign and any sign structure shall ~~either be:~~

(a) — ~~Replaced with a new sign conforming to the requirements of this appendix, or~~

(b) — ~~Removed.~~

e. *Removal.* ~~Obsolete signs shall be removed or brought into compliance with the other provisions of this appendix, not later than the first anniversary date that the sign, or any part thereof, first became obsolete. If the premises upon which the obsolete sign, or any part thereof, is leased, then the obsolete sign, or any part thereof, shall be removed or brought into compliance with the other provisions of this appendix, not later than the second anniversary date that the sign, or any part thereof, becomes obsolete, as established by the date of the tenant most recently ceasing to operate on the premises after the effective date of the enabling ordinance. These provisions are in accordance with the provisions of V.T.C.A., [Local Government Code] § 216.003(e) and (f).~~

(1) ~~If the owner fails to remove or render blank the sign within the prescribed time, the sign administrator shall notify the owner by certified mail to correct the violation within ten days after receipt of notification of violation. If the owner does not correct the violation, the sign administrator may remove the sign at the property owner's expense.~~

~~(3)(2)~~ An obsolete business may be determined by disconnection of water, sewer, power, postal service, or any other indicators of vacancy.

~~A sign permit issued by the city's building division is required for any repair work to be performed under this subsection.~~

f. *Conversion of existing billboards to changeable electronic variable message signs (CEVMS).*

(1) The overall size, height, location, and number of support poles used to support the sign structure of the existing billboard shall not be altered.

(2) Electrical service to the sign must be underground from the property line to the sign.

(3) Each message on an electronic sign shall be displayed for at least eight seconds, and a change of message shall be accomplished within two seconds.

(4) A change of message must occur simultaneously on the entire sign face.

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- (5) No flashing, dimming, or brightening of the message is permitted except to accommodate changes of messages.
 - (6) Malfunction. CEVMS sign operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of a sign malfunction, the digital display must freeze until the malfunction is remedied.
 - (7) Display of emergency information. The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display amber alerts, silver alerts, information regarding terrorist attacks, natural disasters, and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.
 - (8) Public service announcements. Companies shall permit the city to place one public service announcement on each of the digital billboards for up to the equivalent time of an eight-week period for each year; provided, however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards.
 - (a-) Public service announcements shall be limited to city-sponsored event announcements and city-related public health, safety, and welfare announcements. The city shall be responsible for:
 - 1-(i) Providing the company with its public service announcements, which may be updated by the city at any time; and
 - 2-(ii) Any costs associated with providing the company with the artwork in an acceptable format.
 - (b-) The public service announcements must be submitted to the company at least five business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the city. In addition:
 - 1-(i) The company shall provide use of the advertising space on the digital billboards, as reasonably necessary for emergency broadcasts, amber alerts, and silver alerts; and
 - 2-(ii) The company and city will work cooperatively and in good faith for the city to place additional city-related public service announcements on a space availability basis.
 - (9) The sign owner shall provide to the department contact information for a person who is available to be contacted at any time, and who is able to turn off the electronic sign promptly after a malfunction occurs.
 - (10) If the city finds that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by the city, shall reduce the intensity of the sign to an acceptable level.
 - (11) The sign owner or its designated contractor shall obtain permits and comply with adopted codes, including building and electrical codes.

(Ord. No. 2005-08, § 21, 3-21-2005; Ord. No. 2008-11, § 3, 5-19-2008; Ord. No. 2014-38, § 1, 1-5-2015; Ord. No. 2017-22, § 2, 9-11-2017)

Sec. 276. Exceptions and exemptions.

The following described signs are exempt from the provisions of this appendix except for sections 5 through 13 inclusive:

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- a. Professional nameplates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building, and not exceeding two square feet in area.
 - b. Identification nameplates or signs on apartment houses, boardinghouses or rooming houses, or similar uses, not exceeding two square feet in area.
 - c. One nameplate denoting only the name of the occupants of a dwelling, and not exceeding two square feet in area nor located closer than ~~two~~three feet to the property line.
 - d. Memorial and/or historical signs as designated by federal, state, or local governments.
 - e. Traffic or other municipal signs, legal notices, or danger signs by federal, state, or local governments.
 - f. Warning signs or trespassing signs on private property, not exceeding two square feet in area.
 - g. Signs required by any law or regulation of the federal, state, or local governments.
 - h. On-premises directional signs for ~~public and private developments denoting the entrance, exit, and direction of traffic flow~~setting forth the location of or directions to parking or buildings located on the premises, warning of on-premises obstacles or overhead clearances, or regulating the flow of on-premises traffic, including entrance and exit signs. Such signs may be lighted, consistent with other requirements for sign lighting, and not exceeding two square feet in area, provided such sign is not prohibited or further regulated by any other ordinance of the city.
 - i. Street banners erected by the city advertising a bona fide public event such as legal holidays, nonpolitical election instructions, and similar occasions.
 - j. Civic and ~~religious organization~~church signs. The city council may erect, or approve and permit to be erected, entrance signs at or near the city limits for the benefit of visitors, on which may be listed institutional names, ~~churches~~religious organizations, and points of interest. Civic organizations and ~~churches~~religious organizations may be permitted to place their insignias thereon. In addition, each ~~church or~~ institution may erect a maximum of four off-premises directional signs, with permission of the property owner, as long as if each sign does not exceed four square feet.
 - k. Signs on motor vehicles, as such term "motor vehicle" is defined in Vernon's Tex. Transportation Code Ann. § 541.201(11) (V.T.C.A., Transportation Code § 541.201(11)), as amended, when the primary use of such motor vehicle is the transportation of persons or property; is not parked or located for the primary purpose of displaying the sign, and is not parked on a site for a continuous period exceeding 72 hours.
 - l. Flags of the United States, the state, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on residential property with the consent of the owner.
 - m. Company flags displaying only a company logo, provided such flag is affixed to a flagpole and the length of flag does not exceed one-quarter of the height of the flagpole.
 - n. Decorations for stores, storefronts, and yards from November 20 through January 10 of each year commemorating the holiday season and from June 27 through July 7 of each year commemorating Independence Day.
 - o. Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way, by use of a trademark or logo, advertising campaign link, or other business activity.
 - p. Signs containing noncommercial messages or messages otherwise protected by the constitutions of the United States or the state; provided, however, that there shall be no more than four such signs on any one property and the total square footage of all such signs shall not exceed 36 square feet.

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g. Automated teller machine (ATM) signage. Signage on the cabinet, such as a graphic wrap, or directional signs to an automated teller machine.

(Ord. No. 2005-08, § 22, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 28~~7~~. Variances.

A variance may be authorized by the zoning board of adjustment under this appendix only for height of sign and setback of signs and sign structures. Further, it is the purpose and intent of the city council that no variance is granted under the terms of this appendix unless undue hardship will result therefrom. Undue hardship shall mean that strict application of the requirements hereof relating to height and setback of signs and sign structures shall deprive the applicant of reasonable use of his property.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 28. Appeals.

- a. All appeals to the zoning board of adjustment shall be perfected by a request in writing to the building official for a hearing, in which the following information shall be contained:
- (1) Name, address, and primary e-mail address of the person making the appeal;
 - (2) Facts surrounding the particular ruling or refusal to make a ruling;
 - (3) The ruling, if any, of the sign administrator; and
 - (4) Reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.

Appeals must be perfected within 30 days after the decision of the sign administrator.

- b. An application for appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of the code do not fully apply.
- c. The sign administrator shall take prompt action in accordance with the decision of the zoning board of adjustment.
- d. During the pendency of any appeal to the zoning board of adjustment, the ruling of the sign administrator shall be in full force and effect.

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Appendix A SIGNS¹

Sec. 1. Definitions.

The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animated sign means a sign that uses movement to depict action or create a special effect or scene or contains visible moving or rotating parts.

Awning means a shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.

Banner sign means a temporary sign made of fabric or other non-rigid material that is fire-retardant.

Billboard means any sign containing a commercial or noncommercial message that directs attention to a business establishment, commodity, service, or entertainment conducted, sold, or offered elsewhere than on the premises where such sign appears. If such business establishment, commodity, service, or entertainment is merely incidental to the use of such property where such sign appears, such sign shall be deemed a billboard.

Business establishment means a project or undertaking that involves the use of one lot with buildings or structures, permanent or temporary, for the primary purpose of conducting on said lot a commercial enterprise, or other nonresidential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for the purposes of this appendix.

Business frontage means the side of a building that contains the primary entrance of the building.

Business Park means business establishments located in a business park zoning district (per Appendix C zoning ordinance).

Changeable copy sign means a sign on which the copy changes either automatically, such as by electrical or electronic time and temperature units or manually in the field, such as reader boards with changeable letters.

Changeable electronic variable message sign (CEVMS) means a sign that permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. The term "CEVMS" does not include a sign located within the right-of-way that functions as a traffic control

¹Editor's note(s)—Printed herein are the sign regulations, as adopted by Ord. No. 98-29 on Sept. 28, 1998, which amended Ord. No. 84-15, the zoning ordinance (Appendix C hereof). Ord. No. 98-29, § 1, adopted Sept. 28, 1998, repealed Appendix A, Signs, in its entirety and replaced it with a new Appendix A. Former Appendix A derived from Ord. No. 91-15, adopted June 17, 1991. Amendments to Ord. No. 98-29 are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance.

State law reference(s)—Restriction on signs advertising tobacco products, V.T.C.A., Health and Safety Code § 161.122; regulation of signs by home-rule municipality, V.T.C.A., Local Government Code § 216.901; regulation of political signs by municipality, V.T.C.A., Local Government Code § 216.903.

device and that is described and identified in the manual on uniform traffic control devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.

Civic sign means a sign that identifies a nonprofit institution or organization.

Commercial message means a message that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity that is conducted for profit by a person or entity in business for profit.

Development means:

- (1) A single lot (as defined in this section) with multiple buildings on it with said buildings not intended for sale but which may be leased, or square footage sold, on a condominium basis; or
- (2) An assemblage of multiple lots within a common plat boundary with multiple buildings on it with said buildings intended for sale, lease, or sale on a condominium basis, and which in either case makes up one business establishment or industrial complex.

Directory sign means a sign for the purpose of uniformly listing the names of tenants in an office park or business park.

Double-faced sign means a single sign with two parallel sign faces back-to-back.

Finished grade shall mean the highest grade elevation within five feet of the foundation or wall of the building, said grade having been established by means of an approved grading and/or drainage plan. Finished grade may also be the natural grade elevation when no terrain alteration is proposed, or where otherwise applicable. Any fill which is not required to achieve positive site drainage or slope stabilization, or which is otherwise proposed to raise the site for any other purpose, shall not be finished grade for the purpose of measuring height.

Fire-retardant means not capable of supporting combustion or flame.

Flag banner means a sign made of non-rigid material attached to the ground and supported on a horizontal, rigid pole, but does not include a flag; also known as a teardrop banner, feather banner, or feather flag.

Flagpole means a free-standing structure permanently mounted on the ground and designed and constructed for the purpose of hanging flags.

Flashing sign means a sign that contains an intermittent or sequential flashing light source used primarily to attract attention, but not including changeable copy signs, animated signs, or signs which, through reflection or other means, create an illusion of flashing or intermittent light.

Garage sale means the sale of items that a resident or group of residents conduct from a garage and/or yard, and which items offered for sale are used or discarded by those residents offering them for sale.

Grand opening means the formal offering by a new business of its goods, wares, merchandise, service, entertainment, or activity.

Ground sign means any sign mounted on the ground or supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building, including changeable copy signs.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign that carries only the firm, business establishment, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Integrated business development means a development consisting of two or more interrelated business establishments using common driveways and onsite parking facilities, including, but not limited to, shopping centers, office complexes, office buildings, and business parks.

Lot means a physically undivided tract or parcel of land having frontage on an accessway and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement; and which is:

- (1) Designated as a distinct and separate tract; and
- (2) Identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly recorded.

Master sign plan means a plan depicting the location, size, height, and materials of all signs to be placed on a building and on the site.

Monument sign means a sign not more than seven feet in height from natural ground level to the highest portion of the sign, designed and constructed to substantially appear as a solid block, rectangle, or square.

Multi-faced sign means a single sign with two or more faces, which are not parallel or back-to-back.

Natural grade means the natural ground adjacent to the slab at its centerline paralleling the front of the structure. Natural ground is assumed to be the ground surface existing prior to placement of the building pad. *New business* means a business new to the premises on which it is located, a business having a change in ownership of 50 percent or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use, in building floor square footage, by 50 percent or more.

Noncommercial message means any message other than a commercial message.

Nonconforming sign means a sign erected and maintained prior to the adoption of the ordinance from which this appendix is derived, or any applicable amendment thereto, that does not conform with the requirements hereof.

Nonresidential district means any district that is not a residential district.

Obsolete sign means any on-premises sign, or any part thereof, which identifies or advertises a business, person, product, accommodation, service, or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Off-premises sign means a sign that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Office complex means one or more commercial buildings with multiple business establishments providing services but not delivering products directly to customers and consisting of two or more tenants using common driveways.

Office Park means business establishments located in an office park zoning district (per Appendix C zoning ordinance.)

On-premises sign means a sign identifying or advertising a business, person, activity, goods, products, or services, located on the premises where the sign is located.

Open house means a designated period during which a property is open for viewing by prospective purchasers.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure. A portable sign which has its wheels removed shall still be considered a portable sign hereunder.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and charity appeals.

Reader panel/reader board means a permanently constructed changeable copy bulletin board lighted or unlighted with detachable precut letters and figures.

Residential district means those districts zoned single-family residential dwelling district (SFR), single-family residential dwelling district - estate (SFR-E), multi-family residential dwelling district - low (MFR-L), multi-family residential dwelling district - medium (MFR-M), multi-family residential dwelling district - high (MFR-H), garden home district (GHD), and mobile home residential dwelling district (MHR) in the zoning ordinance of the city, contained in Appendix C to this Code.

Roofline means the height above finished grade of the upper beam, rafter, ridge, or purlin of any building.

Sign means any structure, part thereof, or device or inscription which is located upon, attached to, or painted or represented on any land, or on the outside of any building or structure, or on an awning, canopy, marquee, or similar appendage, or permanently affixed to the glass on the outside of the building or structure, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, or other representation used as or in the nature of an announcement, advertisement, attention arrester, direction, warning, or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business establishment, profession, enterprise, industry, activity, or any combination thereof; where the term "sign" is used herein without further modification, the same shall be understood to embrace all regulated signs and replicas.

Sign facing means the facing of any sign upon, against, or through which the message is displayed or illustrated.

Snipe sign means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

Street banner means a sign constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner.

Temporary sign means any sign constructed of materials with short life expectancies. A portable sign shall not be considered a temporary sign.

Vision triangle means an unoccupied triangular space at the street corner of a corner lot. The triangle is formed by connecting the point where each right of way line intersects, and two points located twenty-five (25) feet along each right of way line.

Wall sign means a sign, either of solid face construction or individual letters, symbols, or pictures, which is attached to the exterior of any building or structure.

(Ord. No. 2002-2, § 1, 1-21-2002; Ord. No. 2005-08, § 1, 3-21-2005; Ord. No. 2008-11, § 1, 5-19-2008; Ord. No. 2008-14, § 1, 6-2-2008; Ord. No. 2008-17, § 1, 7-21-2008; Ord. No. 2010-40, § 1, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 2. Administration

- a. *Sign Administrator.* The community development director or their designee shall be the sign administrator charged with administering and enforcing the terms and conditions of this chapter and all other provisions of laws relating to signs. The sign administrator is empowered to delegate the duties and powers granted to and imposed upon him by this chapter to other persons serving under the sign administrator.
- b. *Enforcement responsibility.* The duties of the sign administrator shall include not only the issuance of permits as required by this chapter, but also the responsibility of ensuring that all signs comply with this

chapter and any other applicable laws and that every sign for which a permit is required does in fact have a permit.

- c. *Sign permits.* It shall be unlawful for any person, unless provided otherwise in this appendix, to erect, structurally alter, relocate, lease, rent, or own any sign within the city without first obtaining a permit for such sign.
- (1) *Application.* All applications for sign permits shall be accompanied by a plan or plans drawn to a standard architectural or engineering scale which shall include the following:
- (a) The dimensions of the sign and, where applicable, the dimensions of the surface of the building to which it is to be attached.
 - (b) The dimensions of the sign's supporting members.
 - (c) The maximum and minimum height of the sign.
 - (d) The proposed location of the sign in relation to all buildings on the premises where the sign is to be located.
 - (e) The proposed location of the sign in relation to the boundaries of the premises upon which it is to be situated.
 - (f) The location of all electrical transmission lines within 30 feet of any part of such proposed sign structure.
 - (g) Each permit application shall be signed by the property owner, or his agent, and the sign installer.
- (2) *Issuance.* Upon the filing of an application for a sign permit, the plans, specifications, and other data shall be examined by the community development division. If it appears that such proposed sign is in compliance with the requirements of this appendix and other laws of the city, and the applicant being in compliance with all building ordinances of the city and other permits issued by the city, the community development division shall issue the applicant a permit for such sign. Such sign shall thereafter be constructed in accordance with the plans, specifications and other data submitted to the community development division.
- (3) *Revocation.* The sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or on the basis of incorrect or false information supplied, or whenever such permit is issued in violation of any local, state, or federal regulations. Notice of suspension or revocation shall be issued to the permit holder, owner of the sign, or owner of the subject property in writing.
- d. *Fees.*
- (1) *Required.* Fees for the permits required under this division shall be paid to the community development department as established in Appendix D, Fees.
- (2) *Refund.* The applicant for a permit or holder of a permit shall not be entitled to a refund of any fee paid if the permit is revoked.
- (3) *Work without permit.* Work started without a permit shall be double the permit fee.
- e. *Inspections.* The sign administrator shall make such inspections as may be necessary and shall initiate appropriate action to bring about compliance with this chapter and other applicable law if such inspection discloses any instance of noncompliance. The sign administrator shall investigate thoroughly any complaints of alleged violations of this chapter.
- f. *Exceptions.* A permit shall not be required for the following:
- (1) The electrical, repainting, or cleaning maintenance of a sign.

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- (2) The changing of the message of a changeable copy sign.
 - (3) Residential real estatesigns for single-family units pursuant to section 15.d.(2).
 - (4) Residential real estate signs for multi-family units pursuant to section 15.d.(3).
 - (5) Temporary direction signs pursuant to section 15.e.
 - (6) Temporary political signs pursuant to section 15.f.
 - (7) Garage sale signs pursuant to section 15.g.
 - (8) Open house signs pursuant to section 15.h.

g. *Stop orders.* The issuance of a permit under this appendix shall not constitute a waiver of this appendix or other ordinances of the city. The sign administrator is authorized to issue stop orders for any sign which is being constructed or used in violation of this appendix or any other ordinance of the city. (Ord. No. 2005-08, § 2, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 3. Violations are prohibited.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own within the city any sign not expressly exempted from regulation by this appendix without first satisfying the requirements of this appendix.
- b. It shall be unlawful for any person to violate any provision of this appendix.
- c. The violation of any provision of this appendix shall constitute a misdemeanor. The imposing of any penalty under this subsection shall not prevent the enforced removal and abatement by the city of any prohibited condition.
- d. Any person found to have violated any provision of this appendix shall, in addition to any fine imposed under this section, reimburse the city for any of its costs and expenses, direct or indirect, including removal of the violating sign, attorney's fees, and employee wages and salaries, incurred in enforcing this appendix against such person.
- e. The sign administrator may suspend or revoke any permit issued under the provisions of this ordinance whenever it is determined that the permit is issued in error or based on incorrect or false information supplied, or whenever such permit is issued in violation of any of the provisions of this ordinance or any other ordinance of this City or laws of this state or the federal government. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the site upon which the sign is located. Upon such revocation, all construction related to the revoked permit shall cease.

Upon revocation of the permit, any portion of the sign in place because of the permit shall be removed within 10 days by the owner of the sign or the owner of the site on which the sign is located. Failure to remove the sign shall be deemed a violation of this ordinance.

- f. The sign administrator may periodically inspect each sign regulated by this ordinance for the purpose of ascertaining whether the same is obsolete and whether it needs removal or repair.
- g. Whenever any work for which a permit is required by this ordinance has been commenced or completed without first obtaining a permit, an investigation may be made before a permit may be issued for such work.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 4. Maintenance.

All signs and sign structures shall be kept in good repair and neat in appearance, including replacement of defective parts, painting, repainting, and cleaning.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 5. Projection of signs.

- a. No sign or any portion thereof shall project or extend over any public sidewalk, street, alley, or other public property. A supporting member of a sign shall be located at least three feet from the property line of the property upon which it is situated.
- b. Signs projecting more than 18 inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight feet above the pavement of finished grade.
- c. No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the lowest uniform roofline or parapet of such building, whichever is higher.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 6. Structural requirements.

- a. *Compliance with building code.* All signs and sign structures shall comply with the pertinent requirements of the building codes of the city, including, but not limited to, all structural, electrical, and windstorm requirements.
- b. *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of eight feet vertically and eight feet horizontally from any transmission line carrying 750 volts or greater.
- c. *Wiring.* Any wiring to an energized sign shall be installed underground, except where impractical or infeasible, as determined by the building official, and in such instances shall be at least 14 feet above ground level.

(Ord. No. 2005-08, § 3, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 7. Measurement standards.

- a. *Sign face area* shall be measured as the smallest area enclosed by straight lines drawn to the extremities of the letters, numbers, recognizable symbols, and trademarks; provided, however, if there is background in addition to the lettering, background material shall be included if the background is uniquely associated with the letters.
- b. *Sign height* shall be measured from finished grade level to the top of the sign structure and shall not exceed 7 feet. Sign pads shall not be mounded to achieve additional height.
- c. *Double-faced sign area* shall be calculated only on one side of the sign.
- d. *Awnings.* The portion of an awning that contains graphics, symbols and/or written copy shall be included as part of the aggregate sign area calculation.e. *Business frontage* shall be measured by the horizontal width of a tenant's building or lease space, where the front entrance is located. When two or more entrances are utilized on separate sides of a building, the entrance where the tenant is addressed shall apply.

Sec. 8. Traffic hazards.

- a. It shall be unlawful for any person to erect, structurally alter, relocate, lease, rent, or own any sign in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color, or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device; nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, distract or confuse vehicular or pedestrian traffic.
- b. The chief of police of the city, or his duly qualified representative, shall be the sole judge of a violation under this section.
- c. Attaching, placing, affixing, or leaning any material onto, painting over, changing the wording of, or covering a traffic sign (regulatory or informational) shall be prohibited.
- d. Signs shall not be placed within the vision triangle.



(Ord. No. 2005-08, § 5, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 9. Prohibited signs.

Signs of the following nature are expressly prohibited unless specifically authorized by this appendix:

- a. Billboards, including, but not limited to, new off-premises, changeable electronic variable message signs (CEVMSs). Exception: existing billboards may be converted to CEVMSs, provided that they meet the requirements in section 26.f.
- b. Signs that contain statements, words, or pictures of an obscene, indecent, or immoral character as will offend public morals or decency.
- c. Obsolete signs.
- d. Animated signs.

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- e. Signs that contain or have attached thereto banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, flash tags or other similar devices.
 - f. Signs attached to exposed amenities, such as benches or trash containers.
 - g. Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such a manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
 - h. Snipe signs.
 - i. Signs placed on the side or rear of any building or property when such sign faces upon a contiguous residential area.
 - j. Signs placed on private property without the consent of the owner of the property.
 - k. Flashing signs.
 - l. Ground signs, except monument signs.
 - m. Miniature, mini, Christmas, rope string lights, exposed LED storefront lights, or other similar lighting in or framing windows (interior or exterior), including attached to the window frames except for lighting from November 15 to January 15.
 - n. Flag banners.
 - o. Inflatable signs and tethered balloons greater than 18 inches in diameter.

(Ord. No. 2005-08, § 6, 3-21-2005; Ord. No. 2008-17, § 2, 7-21-2008; Ord. No. 2014-38, § 1, 1-5-2015; Ord. No. 2017-22, § 1, 9-11-2017; Ord. No. 2019-20, § 2, 6-3-2019)

Sec. 10. Signs on public property.

- a. *Signs on public property.* It shall be unlawful to place a sign in or upon any public property, including, but not limited to, a public street, sidewalk, right-of-way, easement, curb, grounds, bridge, or building, unless express consent therefor shall have been first granted by the city council. This subsection shall not apply to signs required to be placed by a public employee in the regular course and scope of his employment.
- b. *Impoundment.*
 - (1) Any sign in violation of subsection a of this section may be removed without notice to the owner thereof. Employees of the police department, the department of public works, and community development are hereby authorized to remove any such signs and transport or cause the same to be transported to a location to be designated by the community development division. Snipe signs may be discarded immediately. The custodian of the storage area shall maintain records of where such signs were located when they were so removed and the date on which they were so removed and, except for snipe signs, shall hold the same in the storage area for a period of not less than 30 days.
 - (2) Any sign so held may be redeemed by the owner thereof upon the payment of a fee to the city set by resolution and printed in Appendix D to this Code. Such fee shall be in addition to and not in lieu of any fine imposed upon such owner for violation of this subsection. Any sign impounded and stored and not redeemed by the owner thereof within 30 days may be disposed of or sold at public auction in the same manner as surplus property of the city.
- c. *Exceptions.*
 - (1) *Public athletic facilities.* Public athletic facilities may have signs attached to fences surrounding such facility to give public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.

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- (2) *Public and private parks.* Public and private parks may have signs to give information and/or regulations concerning park use.

(Ord. No. 2005-08, § 7, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 11. Painted signs.

Painted signs shall be on permanently weatherproofed materials, and all sign surfaces shall be painted or treated with weatherproofed materials.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 12. Changeable copy signs.

- a. *Residential districts.* A changeable copy sign, such as a reader board, may be integrated into the allowable sign so long as the total area of the changeable copy message does not exceed six square feet of the sign area, subject to the restrictions set forth in subsection c of this section.
- b. *Nonresidential districts, and religious organizations and schools in residential districts.* A changeable copy sign, such as a reader board, may be integrated into a permanent monument sign so long as the total area of the changeable copy message is limited to a maximum of 25 square feet of the sign area, subject to the restrictions set forth in subsection c of this section.
- c. *Restrictions.* All changeable copy signs shall be subject to the following restrictions:
- (1) The message conveyed by the sign face shall not blink, flash, scroll or be so animated as to be deemed a distraction to passing motorists.
- (2) All changeable copy sign faces shall be limited to a maximum of 25 square feet in sign area, or the maximum size of the type of permanent sign on which the face is placed, whichever is less.

(Ord. No. 2005-08, § 8, 3-21-2005; Ord. No. 2007-17, § 1, 10-15-2007; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 13. Illumination of signs.

- a. A conforming sign may be illuminated but only by:
- (1) Upward lighting of no more than 4 bulbs per direction of the sign face or faces of the structure; or
- (2) Downward lighting of no more than 4 bulbs per direction of the sign face or faces of the structure.
- b. Lights that are a part of or illuminate a sign:
- (1) Must be shielded, directed, and positioned to prevent beams or rays of light from being directed at any portion of the traveled ways of a public or private street;
- (2) May not be of such intensity or brilliance as to cause vision impairment of a driver of any motor vehicle on a public or private street or otherwise interfere with the driver's operation of a motor vehicle;
- (3) May not obscure or interfere with the effectiveness of an official traffic sign, device, or signal; and
- (4) Shall be shielded to prevent the source of lighting from being directly visible from residential property.
- c. Awnings shall not be backlit. Any down lit awning shall be opaque.

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- d. All wiring to monument signs shall be installed underground.
(Ord. No. 2005-08, § 9, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 14. Portable signs.

- a. *Grand Opening.* One portable sign may be displayed by a new business enterprise to give notice of its grand opening for a period not to exceed 30 consecutive days from the date the Certificate of Occupancy is issued.
- b. *Allowed.* One portable sign may be displayed on nonresidential property, in addition to that allowed for grand openings, for 21 days during any calendar year.
- c. *Size.* The portable sign shall not exceed 32 square feet in sign area.
- d. *Location.* Signs shall be placed no closer than three feet from the edge of the property and/or any sidewalk; in no case shall the sign be placed in a state or city right-of-way or street median.
- e. *Permits.* Required.
- f. *Limit.*
- (1) If a changeable copy sign is located on the property, a portable sign is not permitted.
 - (2) No more than one portable sign shall be displayed on any one nonresidential property at a time.
- g. Handheld signs that include a commercial message are prohibited upon any public rights-of-way, including, but not limited to, any public sidewalk, street, alley, or other public property.
- h. Handheld signs that are on private property, but are visible from a street or roadway, are permitted where an applicant satisfied the following:
- (1) *Size.* Sign size does not exceed four square feet.
 - (2) *Permits.* Required.
 - (3) *Location.* May be located where the applicant has legal permission to display the sign. If the applicant does not own or lease the private property upon which the handheld sign will be displayed, applicant must provide a letter of approval from the property owner where the sign will be displayed.
- i. Regulations involving handheld signs on private property do not apply to political signs that are otherwise compliant with this appendix and V.T.C.A., Local Government Code Ch. 216.

(Ord. No. 2005-08, § 10, 3-21-2005; Ord. No. 2010-40, § 2, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 15. Temporary signs.

Sec. a. Generally.

- (1) Contractors may place a sign on property where actual construction (landscaping, roofing, pool, etc.) is taking place, unless otherwise regulated by section b. below. Such sign may be placed on such property for the duration of construction plus ten days, shall not exceed six square feet in sign area, and shall not exceed seven feet in height above the natural ground level. No permit is required for such signs.
- (2) Except as otherwise provided, a permit shall be required for any temporary sign authorized in this section., Such permits shall be granted for a period not to exceed 24 months, and at the expiration of the permit period all such temporary signs shall be removed unless a new permit is obtained.

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- (3) Temporary signs shall be placed no closer than three feet from the edge of the property and/or any sidewalk; in no case shall the temporary sign be placed in a state or city right-of-way or street median.
 - (4) Temporary signs may not be illuminated or have moving elements.

Sec. b. Construction signs.

- (1) *Allowed.* Two (2) temporary signs denoting the owner, architect, financial institution, general contractor, "coming soon," or any statement pertaining to a non-residential project.
- (2) *Location.* Such temporary sign(s) shall be located on the premises where the project is located.
- (3) *Size.* For tracts of two acres or less, each sign shall not exceed 16 square feet in sign area; for tracts of greater than two acres, each sign shall not exceed 32 square feet in sign area.
- (4) *Removal.* Signs must be removed within 10 days of the issuance of a certificate of completion or certificate of occupancy, whichever is sooner.
- (5) *Permits.* Required.

Sec. c. Banners.

- (1) *Allowed.* In lieu of using a portable sign as authorized by section 14., one on-premises banner sign may be displayed.
- (2) *Location.* On the property where the business is located; affixed to business structure and not above the roofline.
- (3) *Size.* The banner shall not exceed 32 square feet in sign area.
- (4) *Permits.* Required.
- (5) *Placement and removal.* The banner shall be placed no sooner than the begin date on the approved sign permit and shall be removed no later than the end date on the approved sign permit.

Sec. d. Residential real estate signs.

- (1) *Subdivision, Builder, or Model Home signs.*
 - (a) *Allowed.* One sign is allowed per three hundred feet (300') of main street frontage. Signs on model home lots do not count against this limit.
 - (b) *Location.*
 - (i) A lot, tract, or reserve that is not intended for sale and the maintenance of which is the responsibility of the builder, developer, or homeowner association. Such signs are commonly located at the main or secondary entrance of a subdivision or other residential development.
 - (ii) A lot on which a model home is located.
 - (c) *Size.* Each sign not to exceed 32 square feet in sign area.
 - (d) *Removal.* Such temporary real estate subdivision signs shall be removed 24 months from the date the permit is issued.
 - (e) *Permits.* Required.
- (2) *Single-family units.*
 - (a) *Allowed.* One temporary sign allowed for each single-family dwelling unit or lot to give information concerning leasing, renting, or selling of a single-family unit or lot.

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- (b) *Location.* Such temporary sign may be located anywhere on the premises except as restricted by the zoning ordinance, provided that such sign may not project beyond the property line and is only for the property upon which such sign is erected.
 - (c) *Size.* Each temporary sign not exceeding six square feet in sign area.
 - (d) *Removal.* Single-family residence signs shall be removed within ten days of the unit or lot being leased, rented, or sold.
 - (e) *Permits.* Not required.
- (3) *Multi-family units.*
- (a) *Allowed.* Two temporary signs shall be allowed for each complex to give information concerning leasing, renting, selling, or financing of the unit on the property upon which such sign is erected.
 - (b) *Location.* On the property where each complex is located.
 - (c) *Size.* Not to exceed six square feet in sign area.
 - (d) *Removal.* Signs must be removed within ten days after the time that the leasing, renting, selling, or financing of all the units in each complex occurs.
 - (e) *Permits.* Not required.
- (4) *Vacant acreage.*
- (a) *Allowed.* One temporary sign may be allowed for each street frontage advertising vacant acreage to give information concerning selling, leasing, or renting of the property.
 - (b) *Location.* On the property that is intended for sale, lease, or rent.
 - (c) *Size.* For vacant tracts of two acres or less, such sign shall not exceed 16 square feet in sign area; for vacant tracts of greater than two acres, such sign shall not exceed 32 square feet in sign area.
 - (d) *Removal.* Signs must be removed within ten days after the time that the acreage is has been sold, leased, or rented.
 - (e) *Permits.* Required.
- (5) *Temporary signs for new integrated business developments, shopping centers, office parks, and business parks.*
- (a) *Allowed.* One temporary sign for each street frontage of any new integrated business development, shopping center, office park, or business park to give information concerning leasing, renting, construction, financing or selling of such property upon which such sign is erected.
 - (b) *Location.* May be located at the entrance for the development.
 - (c) *Size.* The sign area for such temporary sign shall not exceed 32 square feet.
 - (d) *Removal.* Signs must be removed no later than 24 months after the date the permit is issued.
 - (e) *Permits.* Required.

Sec. e. Temporary direction signs.

- (1) *Allowed.* Temporary signs that direct the public to a special event of civic interest, such as parades, organized holiday festivities, or other special events which are conducted by and benefit charitable or nonprofit organizations. A maximum of up to two temporary direction signs are allowed per lot.
- (2) *Size.* Such signs shall not exceed 32 square feet in area.

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- (3) *Location.* Signs may be placed on private property with the permission of the property owner.
 - (4) *Removal.* Such signs are erected only for a period not to exceed ten days before and two days after the event.
 - (5) *Permits.* Not required under the following conditions: The event must be conducted by a charitable or nonprofit organization, all proceeds derived from such event will be used to further the purpose of said organization, and that the management and supervision of such event will be under the total control of the said organization. If all the above conditions are not met, a permit shall be required. The city shall contact event organizers when necessary to confirm that the event in question is charitable and/or nonprofit, consistent with the conditions herein.

Sec. f. Temporary political signs. Temporary political signs shall comply with the regulations set forth in Texas Local Election Code, Chapter 259. *Political Signs.*

- (1) Private property. No permit shall be required under this chapter for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner, provided that such sign:
 - (a) Does not have a surface area greater than 36 feet, excluding the sign structure;
 - (b) Is not more than eight feet high;
 - (c) Is not illuminated; and
 - (d) Has no moving elements.
- (2) As used in this subsection, "private real property" does not include real property subject to an easement or other encumbrance that allows the city to use the property for a public purpose.
- (3) Public property.
 - (a) Prohibited. Except as provided in subsection (b)(2) of this section, a sign that contains primarily a political message is prohibited on public property, including the rights-of-way.
 - (b) Exception. A sign that contains primarily a political message **may** be in a designated area at least 100 feet from the main entrance to a polling place during a voting period at such polling place. An area may be designated by the city manager when a city facility is used as a polling place or by an official of another governmental entity when such entity's facility is used as a polling place. As used in this subsection, "voting period" means the continuous period beginning on the date that the polls are open for voting and ending on the date when the polls at such location are closed or the last voter has voted, whichever is later.
- (4) Removal. The sign administrator may remove and dispose of any political sign placed on public property or within the public rights-of-way.
- (5) *Permits.* Not required.

Sec. g. Garage sale signs.

- (1) *Allowed.* Up to four signs can be posted no more than 24 hours before the sale begins.
- (2) *Location.* Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way.
- (3) *Size.* Each sign shall not exceed six square feet in sign area.
- (4) *Removal.* Signs must be removed on the last day of the sale by day's end.
- (5) *Permits.* Not required.

Sec. h. Open house signs.

- (1) *Allowed.* Up to four signs for each open house. Once an open house has been held on a property, open house signs shall not be placed on the same property before the expiration of five days from the removal of the signs for the previous open house.
- (2) *Location.* Signs may be placed on private property with the permission of the property owner; no sign shall be placed on public property or in the city rights-of-way.
- (3) *Size.* Each sign shall not exceed six square feet in sign area.
- (4) *Removal.* Signs must be removed at the close of the open house.

Sec. i. Temporary street banner signs.

- (1) *Allowed.* Subject to the requirements of this section, charitable organizations and nonprofit organizations having a principal office in the city, Clear Creek Independent School District, and Friendswood Independent School District are allowed one temporary street banner sign during a calendar year to advertise an event to be held within the city limits and to which the general public is invited.
- (2) *Application.* A charitable and non-profit organization, CCISD, or FISD desiring a temporary street banner sign shall make application for a license to the director of public works at least sixty (60) days in advance of the advertised event. Such application shall be made in writing and shall include the following:
 - (a) The name and address of the charitable and non-profit organization, CCISD, or FISD located within the city's corporate limits conducting the public event as well as the name, address, phone number, and email address of the contact person for the application;
 - (b) The name, location, and dates of the event;
 - (c) The content of the temporary street banner sign;
 - (d) A copy of the signed permit or agreement from the state department of transportation for the temporary street banner sign;
 - (e) A license agreement, as prescribed by the city, for the temporary street banner sign, which agreement is executed by the charitable and non-profit organization, CCISD, or FISD;
 - (f) A certificate of insurance issued by a company authorized to do business in the state naming the city, its officers, and employees as an additional insured and including a waiver of subrogation in favor of the city, in amounts of not less than the amounts printed in Appendix D to this Code;
 - (g) A copy of proof of non-profit organization;
 - (h) A \$25 non-refundable application fee; and
 - (i) Such other information as may be requested by the director of public works.
- (3) *Materials.* All temporary street banner signs shall be constructed of porous material of at least 80 percent cotton mesh with tie-down ropes on each corner. The director of public works may promulgate additional standards as necessary to protect public health, safety, and welfare.
- (4) *Location.* Temporary street banner signs may only be erected in front of Stevenson Park and extend across Friendswood Drive from city designated poles.
- (5) *Size.* Each temporary street banner sign shall not exceed twenty-five feet (25') in width and no more than four feet (4') in height.
- (6) *Timing limitations.*

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- (a) Except as provided in subsection 7 of this section, temporary street banner signs, other than the city's temporary street banner signs, may be erected for no more than seven (7) consecutive days.
 - (b) No temporary street banner signs, other than the city's temporary street banner signs, shall be permitted each year during the following periods:
 - (i) The months of November and December;
 - (ii) Between June 20 and July 14;
 - (iii) Between the commencement date of early voting for a general or special municipal election and seven (7) days after the date of such election or any runoff election resulting therefrom.
 - (c) No charitable and non-profit organization, CCISD, or FISD shall be granted more than one temporary street banner sign permit in any calendar year.
- (7) **Approval.** Temporary banner sign permits along with the city license agreement must be approved by the city manager. The license agreement may extend the period specified in subsection f for no more than seven (7) additional consecutive calendar days by the city council if the city council makes the following findings:
- (a) The length of the event and the expected attendance at the event justify an extension of the permit;
 - (b) The general purposes of this section are observed and maintained; and
 - (c) The granting of such an extension will not be injurious to the public health, safety, or welfare.
- (8) **Fee.** If a permit application under this section is approved by the city manager, the permittee must pay the city \$100 prior to the erection of the banner to defray the city's cost.
- (9) **Revocation.** Notwithstanding anything in this code or in the license agreement to the contrary, the director of public works has the right, power, and authority to revoke a permit and terminate a license agreement if:
- (a) the temporary street banner sign poses a risk to the public health, safety and welfare as determined by the director of public works;
 - (b) the city manager determines that the licensee has breached the license agreement; or
 - (c) the city council approves another temporary street banner sign that is to be on display after the period specified in subsection f.1 of this section but during an extension granted pursuant to subsection (7), and there is no other banner space available.
- (Ord. No. 2005-08, § 11, 3-21-2005; Ord. No. 2014-22, § 2, 9-8-2014; Ord. No. 2014-38, § 1, 1-5-2015)

Secs. 16—20. Reserved.

Sec. 21. Permanent signs in residential districts.

- a. **Applicability.** This section shall apply to all residential districts as defined in the zoning ordinance as well as PUDs and SUPs with residential components.

b. *Multifamily residential subdivisions.*

- (1) For each multi-family residential subdivision, a maximum of two wall or monument signs with a combined total sign area not exceeding 50 square feet shall be allowed.
- (2) Allowed signs may be anywhere on the premises except as restricted by the zoning ordinance and this appendix. They may not project beyond any property line and, if ground-mounted, the top shall not be more than seven feet over natural ground level.

c. *Single-family residential subdivisions.* Each single-family residential subdivision is allowed one monument entrance identification sign at each entrance not to exceed 50 square feet. However, two signs with a maximum of 32 square feet each may be placed on opposite sides of the entrance in lieu of a single 50-square-foot sign. The top of such signs shall be not more than seven feet over natural ground level. As part of one sign, a changeable copy area not exceeding six square feet shall be allowed for the purpose of placing civic announcements by the homeowners' association.

(Ord. No. 2005-08, § 17, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 22. Permanent signs in nonresidential districts.

a. *Applicability.* This section shall apply to all nonresidential districts as defined in the zoning ordinance as well as PUDs and SUPs with nonresidential components.

b. *Wall signs.*

- (1) Wall signs are allowed for each business establishment with an allowable total sign area of 1½ square feet for each linear foot of business frontage.
- (2) Where two or more tenants utilize a common building, the total allowable wall sign area shall be equal to 1½ square feet for each linear foot of business frontage. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community development department for this type of project showing the exact size and location of each sign for this project.
- (3) Each tenant's wall sign must be attached to that part of the building in which the tenant is located.

c. *Monument signs.*

- (1) *Individual monument sign.* One monument sign is allowed for each business establishment, with an allowable sign area of 50 square feet. The highest part of any such sign or structure shall not be greater than seven feet above the highest finished grade at the front property line. Monument signs must be permitted separately from the building permit.
- (2) *Multi-tenant monument sign.* Where two or more tenants make up a business establishment, they shall collectively be entitled to one monument sign that would be authorized for said business establishment. The total sign area shall not exceed 50 square feet plus ten square feet for each tenant in the complex up to a maximum of 100 square feet. The highest part of any such sign or structure shall not be greater than seven feet above the highest finished grade at the front property line. It shall be the responsibility of the property owner to allocate such sign area to each tenant. A master sign plan drawn to a standard architectural or engineering scale shall be submitted to the community development department for this type of project showing the exact size and location of each sign for this project.
- (3) *Shared monument sign.* Business establishments on contiguous lots may utilize one common monument sign. Such sign shall be placed on either of the contiguous lots and sign dimensions and requirements will be the same as a multi-tenant monument sign.

-
- (4) *Changeable copy signage.* Up to 25 square feet of the allowable monument sign area may be used for changeable copy signage.
 - (5) *Second monument sign.* A second monument sign is allowed for business establishments with buildings consisting of 40,000 square feet or more. Consideration and approval of a second monument sign shall be based on the square footage of buildings shown on an approved site plan for the entire business establishment. The second monument sign may be constructed as part of the initial site construction but shall not be advertised on until the square footage of the structures constructed on-site exceeds 40,000 square feet. The second monument sign must be permitted separately.
- d. *Option for directory sign in office park district (OPD) and business park districts (BP).*
- (1) One monument sign for the sole purpose of uniformly listing the names of the tenants is allowed for each building in which there are multiple tenants in the office complex if the complex chooses not to use wall signs.
 - (2) The total sign area of such sign shall not exceed 240 square inches per tenant.
 - (3) Such signs shall not exceed five feet in height and shall be located within 20 feet of the building.
- e. *Fast-food/drive-through menu boards.* Menu reader boards for fast-food/drive-through restaurants shall not be considered as a ground sign if such menu board is screened from adjacent buildings or structures. Landscaping around menu boards shall be required to screen to the degree reasonably possible such menu board from abutting properties.
- f. *Off-premises directional signs.* Off-premises directional signs of up to a maximum of four-square feet are allowed if the property on which the sign is located and the property which is described in the sign are contiguous. The permit application shall be signed by both property owners.
- g. *Fuel canopy signs.* Fuel canopy signs are allowed for each gasoline station with an allowable total sign area of .5 square feet for each linear foot of canopy measured along the shortest side of the canopy.
- (Ord. No. 2005-08, § 18, 3-21-2005; Ord. No. 2008-14, § 2, 6-2-2008; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 23. Reserved.

Sec. 24. Signs on vehicles.

- a. No type of vehicle, including, but not limited to, cars, trucks, motor-driven cycles, or vehicles built of miscellaneous parts of other vehicles, such as sand or dune buggies, and no type of trailer, boat, or other similar type of property shall be placed on private property within the city for the purpose of advertising such item for rent, sale, or lease unless such property is on the premises where the owner of such property advertised for sale or lease resides or conducts business or is on the premises of a business establishment engaged in the rental, sale, or lease of such property.
- b. A motor vehicle not used on a regular basis for the transportation of persons or property, or that is inoperable, shall not be parked or stored with one or more signs displayed thereon or otherwise used as a substitute sign structure.
- c. Any vehicle containing advertising must be parked in an approved parking space and shall not be parked for a continuous period exceeding 72 hours. Any such vehicle is prohibited from otherwise being parked upon any public rights-of-way, including, but not limited to, public sidewalks, streets, alleys, or other public property, with one or more signs displayed thereon or otherwise used as a substitute sign structure.

(Ord. No. 2010-40, § 3, 1-10-2011; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 25. Nonconforming signs.

- a. *Definition.* A nonconforming sign shall be any sign that does not comply with the requirements of this appendix, and which was in existence prior to the effective date of the enabling ordinance, whether permitted or not by the city's building division.
 - (1) It is the intent of this appendix to permit those nonconforming signs to continue until they are removed, but not to encourage their survival.
- (2) A sign permit issued by the city's building division is required for any repair work to be performed under this subsection.b. *Exemptions. Signs*
 - (1) Signs lawfully in place on Month Day, 2023, the effective date of these requirements.
 - (2) Sign associated with an issued Certificate of lawful nonconformity issued by the city's building division for existing lawfully nonconforming signs in 2008.
- c. *Repair, appearance, and alteration.* Nonconforming signs, and any part thereof, shall be kept in good repair, as to structure, electrical and appearance components, and no structural alterations of any kind shall be made thereto that increases the existing extent of nonconformity. A nonconforming sign may have its message changed, face replaced, or be illuminated internally or externally if the existing extent of nonconformity is not increased.
- d. *Replacement.* If a nonconforming sign or sign structure, or a substantial part of it, is damaged, destroyed, or dismantled for any purpose (other than maintenance operations or for changing the letters, symbols, or other matter on the sign), in an amount more than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign and any sign structure shall be replaced with a new sign conforming to the requirements of this appendix.
- e. *Removal.* Obsolete signs shall be removed or brought into compliance with the other provisions of this appendix, not later than the first anniversary date that the sign, or any part thereof, first became obsolete. If the premises upon which the obsolete sign, or any part thereof, is leased, then the obsolete sign, or any part thereof, shall be removed or brought into compliance with the other provisions of this appendix, not later than the second anniversary date that the sign, or any part thereof, becomes obsolete, as established by the date of the tenant most recently ceasing to operate on the premises after the effective date of the enabling ordinance. These provisions are in accordance with the provisions of V.T.C.A., [Local Government Code] § 216.003(e) and (f).
 - (1) If the owner fails to remove or render blank the sign within the prescribed time, the sign administrator shall notify the owner by certified mail to correct the violation within ten days after receipt of notification of violation. If the owner does not correct the violation, the sign administrator may remove the sign at the property owner's expense.
 - (2) An obsolete business may be determined by disconnection of water, sewer, power, postal service, or any other indicators of vacancy.
- f. *Conversion of existing billboards to changeable electronic variable message signs (CEVMS).*
 - (1) The overall size, height, location, and number of support poles used to support the sign structure of the existing billboard shall not be altered.
 - (2) Electrical service to the sign must be underground from the property line to the sign.
 - (3) Each message on an electronic sign shall be displayed for at least eight seconds, and a change of message shall be accomplished within two seconds.
 - (4) A change of message must occur simultaneously on the entire sign face.

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- (5) No flashing, dimming, or brightening of the message is permitted except to accommodate changes of messages.
 - (6) Malfunction. CEVMS sign operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of a sign malfunction, the digital display must freeze until the malfunction is remedied.
 - (7) Display of emergency information. The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display amber alerts, silver alerts, information regarding terrorist attacks, natural disasters, and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.
 - (8) Public service announcements. Companies shall permit the city to place one public service announcement on each of the digital billboards for up to the equivalent time of an eight-week period for each year; provided, however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards.
 - (a) Public service announcements shall be limited to city-sponsored event announcements and city-related public health, safety, and welfare announcements. The city shall be responsible for:
 - (i) Providing the company with its public service announcements, which may be updated by the city at any time; and
 - (ii) Any costs associated with providing the company with the artwork in an acceptable format.
 - (b) The public service announcements must be submitted to the company at least five business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the city. In addition:
 - (i) The company shall provide use of the advertising space on the digital billboards, as reasonably necessary for emergency broadcasts, amber alerts, and silver alerts; and
 - (ii) The company and city will work cooperatively and in good faith for the city to place additional city-related public service announcements on a space availability basis.
 - (9) The sign owner shall provide to the department contact information for a person who is available to be contacted at any time, and who is able to turn off the electronic sign promptly after a malfunction occurs.
 - (10) If the city finds that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by the city, shall reduce the intensity of the sign to an acceptable level.
 - (11) The sign owner or its designated contractor shall obtain permits and comply with adopted codes, including building and electrical codes.

(Ord. No. 2005-08, § 21, 3-21-2005; Ord. No. 2008-11, § 3, 5-19-2008; Ord. No. 2014-38, § 1, 1-5-2015; Ord. No. 2017-22, § 2, 9-11-2017)

Sec. 26. Exceptions and exemptions.

The following described signs are exempt from the provisions of this appendix except for sections 5 through 13 inclusive:

-
- a. Professional nameplates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building, and not exceeding two square feet in area.
 - b. Identification nameplates or signs on apartment houses, boardinghouses or rooming houses, or similar uses, not exceeding two square feet in area.
 - c. One nameplate denoting only the name of the occupants of a dwelling, and not exceeding two square feet in area nor located closer than three feet to the property line.
 - d. Memorial and/or historical signs as designated by federal, state, or local governments.
 - e. Traffic or other municipal signs, legal notices, or danger signs by federal, state, or local governments.
 - f. Warning signs or trespassing signs on private property, not exceeding two square feet in area.
 - g. Signs required by any law or regulation of the federal, state, or local governments.
 - h. On-premises directional signs for setting forth the location of or directions to parking or buildings located on the premises, warning of on-premises obstacles or overhead clearances, or regulating the flow of on-premises traffic, including entrance and exit signs. Such signs may be lighted, consistent with other requirements for sign lighting, and not exceeding two square feet in area, provided such sign is not prohibited or further regulated by any other ordinance of the city.
 - i. Street banners erected by the city advertising a bona fide public event such as legal holidays, nonpolitical election instructions, and similar occasions.
 - j. Civic and religious organization signs. The city council may erect, or approve and permit to be erected, entrance signs at or near the city limits for the benefit of visitors, on which may be listed institutional names, religious organizations, and points of interest. Civic organizations and religious organizations may be permitted to place their insignias thereon. In addition, each institution may erect a maximum of four off-premises directional signs, with permission of the property owner, if each sign does not exceed four square feet.
 - k. Signs on motor vehicles, as such term "motor vehicle" is defined in Vernon's Tex. Transportation Code Ann. § 541.201(11) (V.T.C.A., Transportation Code § 541.201(11)), as amended, when the primary use of such motor vehicle is the transportation of persons or property; is not parked or located for the primary purpose of displaying the sign, and is not parked on a site for a continuous period exceeding 72 hours.
 - l. Flags of the United States, the state, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on residential property with the consent of the owner.
 - m. Company flags displaying only a company logo, provided such flag is affixed to a flagpole and the length of flag does not exceed one-quarter of the height of the flagpole.
 - n. Decorations for stores, storefronts, and yards from November 20 through January 10 of each year commemorating the holiday season and from June 27 through July 7 of each year commemorating Independence Day.
 - o. Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way, by use of a trademark or logo, advertising campaign link, or other business activity.
 - p. Signs containing noncommercial messages or messages otherwise protected by the constitutions of the United States or the state; provided, however, that there shall be no more than four such signs on any one property and the total square footage of all such signs shall not exceed 36 square feet.

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- q. *Automated teller machine (ATM) signage.* Signage on the cabinet, such as a graphic wrap, or directional signs to an automated teller machine.

(Ord. No. 2005-08, § 22, 3-21-2005; Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 27. Variances.

A variance may be authorized by the zoning board of adjustment under this appendix only for height of sign and setback of signs and sign structures. Further, it is the purpose and intent of the city council that no variance is granted under the terms of this appendix unless undue hardship will result therefrom. Undue hardship shall mean that strict application of the requirements hereof relating to height and setback of signs and sign structures shall deprive the applicant of reasonable use of his property.

(Ord. No. 2014-38, § 1, 1-5-2015)

Sec. 28. Appeals.

- a. All appeals to the zoning board of adjustment shall be perfected by a request in writing to the building official for a hearing, in which the following information shall be contained:
 - (1) Name, address, and primary e-mail address of the person making the appeal;
 - (2) Facts surrounding the particular ruling or refusal to make a ruling;
 - (3) The ruling, if any, of the sign administrator; and
 - (4) Reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.

Appeals must be perfected within 30 days after the decision of the sign administrator.

- b. An application for appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of the code do not fully apply.
- c. The sign administrator shall take prompt action in accordance with the decision of the zoning board of adjustment.
- d. During the pendency of any appeal to the zoning board of adjustment, the ruling of the sign administrator shall be in full force and effect.



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: Consider approving a one-time, one-year extension for the following final plats: Avalon at Friendswood Detention Final Plat

Action:

SUMMARY / ORIGINATING CAUSE

The request for a one-time, one-year extension of the final plat is attached. The developer is requesting additional time to construct the detention pond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. EOA Request_COE_2023-07-26
2. Final Plat_Avalon at Friendswood Detention

July 26, 2023

Ms. Becky Bennett
Development Coordinator
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546

RE: Final Plat: Avalon at Friendswood Detention – Extension of Approval

Ms. Bennett,

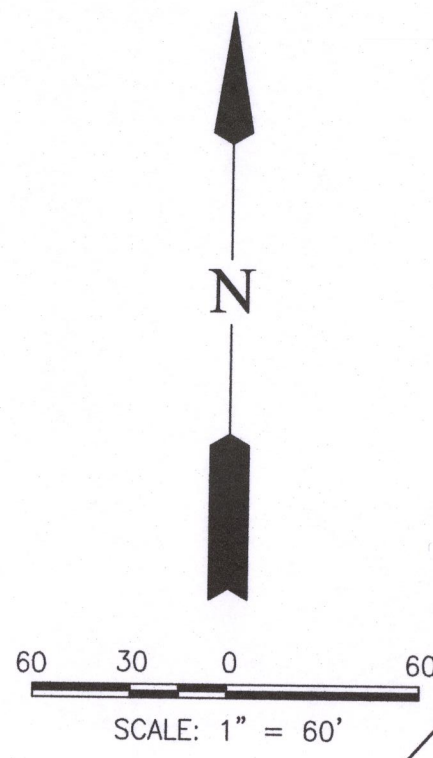
Please allow this letter serve as our formal request for a six (6) month extension of the Final Plat approval for Avalon at Friendswood Detention plat. This Final Plat was approved by the Friendswood P&Z Commission on August 11, 2022 and is due to expire on August 11, 2023. This extension will allow additional time for the construction of the project to be completed.

If you have any questions, please feel free to contact me.

Thank you,



Geoff Freeman
Platting Manager



FUTURE
AVALON AT FRIENDSWOOD SECTION 3

①

RESERVE "A"
(RESTRICTED TO DETENTION)
12.938 ACRES 563,558 SQ.FT.

FUTURE
AVALON AT FRIENDSWOOD SECTION 3

FRIENDSWOOD PARKWAY (100' ROW)
CITY OF FRIENDSWOOD CALLED 4.954 AC
D.C. NO. 2019084237, G.C.O.P.R.

RESERVE "H"

AVALON AT FRIENDSWOOD
SECTION 1
MAP NO. 2021090827,
G.C.M.R.

AVALON
BOULEVARD
(60' I.E./P.U.E.)

RESERVE "L"

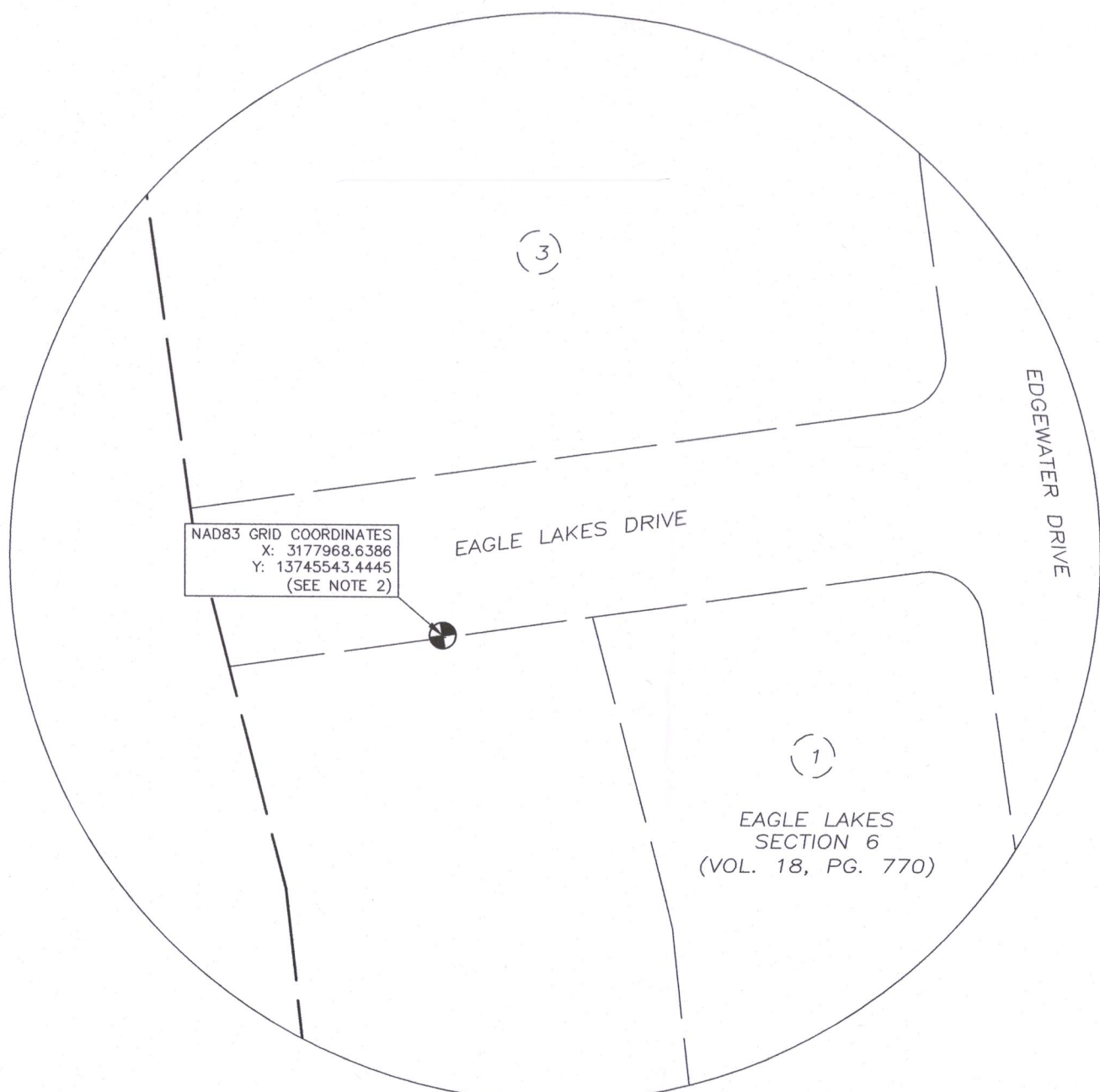
FUTURE
AVALON AT FRIENDSWOOD SECTION 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°25'55" E	169.50'
L2	N 49°06'01" W	104.22'
L3	S 61°33'19" E	106.79'
L4	S 21°51'36" W	54.52'
L5	N 72°03'43" W	73.01'
L6	S 26°19'03" W	169.50'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	11°21'22"	4.96'	N 48°43'32" W	4.95'
C2	1560.00'	5°18'12"	144.40'	N 51°45'07" W	144.35'
C3	100.00'	90°59'32"	158.81'	N 03°36'15" W	142.64'
C4	700.00'	6°01'40"	73.64'	S 58°32'29" E	73.61'
C5	100.00'	58°27'02"	102.02'	S 32°19'48" E	97.65'
C6	300.00'	24°57'53"	130.71'	S 09°22'40" W	129.68'
C7	1560.00'	8°10'59"	222.80'	N 67°58'13" W	222.61'
C8	25.00'	11°21'22"	4.96'	N 69°33'25" W	4.95'
C9	1730.00'	9°06'49"	275.18'	N 59°08'23" W	274.89'

LEGEND:

B.L. INDICATES BUILDING LINE
U.E. INDICATES UTILITY EASEMENT
S.T.M.S.E. INDICATES STORM SEWER EASEMENT
S.S.E. INDICATES SANITARY SEWER EASEMENT
W.L.E. INDICATES WATER LINE EASEMENT
D.E. INDICATES DRAINAGE EASEMENT
I.E./P.U.E. INDICATES INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT
F.N. INDICATES FILE NUMBER
G.C.M.R. INDICATES GALVESTON COUNTY MAP RECORDS
G.C.O.P.R. INDICATES GALVESTON COUNTY OFFICIAL PUBLIC RECORDS
G.C.O.P.R.P. INDICATES GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY



BENCHMARK INSET
SCALE: 1"=60'

FINAL PLAT OF
**AVALON AT FRIENDSWOOD
DETENTION**

A SUBDIVISION OF 12.938 ACRES OF LAND SITUATED
IN THE MARY FABREAU SURVEY, ABSTRACT 69,
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS.

0 LOTS 1 RESERVE (12.938 ACRES) 1 BLOCK
DATE: JULY 12, 2022 JOB NO. 0074-0406A

OWNER:
**TAYLOR MORRISON
OF TEXAS, INC.**
ROBERT L. SKINNER
DIRECTOR OF LAND DEVELOPMENT
2929 BRIARPARK DRIVE, SUITE 400, HOUSTON, TEXAS 77042
PH: (281) 598-3040

SURVEYOR: ENGINEER:

LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

STATE OF TEXAS
COUNTY OF GALVESTON

WE, TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION ACTING BY AND THROUGH ROBERT L. SKINNER, AUTHORIZED AGENT, OWNER, HERENAFTER REFERRED TO AS OWNER, OF THE 12.938 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF AVALON AT FRIENDSWOOD DETENTION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT ABOVE THE GROUND LEVEL UPWARD, TO ALL PUBLIC EASEMENTS SHOWN HEREON

IN TESTIMONY WHEREOF, THE TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ROBERT L. SKINNER, AUTHORIZED AGENT, THEREUNTO AUTHORIZED,

THIS ____ DAY OF _____, 20____

TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION

BY: _____
ROBERT L. SKINNER, AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT L. SKINNER, AUTHORIZED AGENT, FOR TAYLOR MORRISON OF TEXAS, INC., A TEXAS CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____

BRENDA MCCULLAH
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 12/23/2023

I, AARON G. FERGUSON, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OR CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTER (3/4) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER. (SEE NOTE 6)



AARON G. FERGUSON, R.P.L.S.
TEXAS REGISTRATION NO. 6601

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF AVALON AT FRIENDSWOOD DETENTION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT

THIS ____ DAY OF _____, 20____

BY: _____
JOE MATRANGA
CHAIRMAN

ATTEST: _____
BECKY BENNETT
DEVELOPMENT COORDINATOR

I, JILDARDO ARIAS, P.E., CFM, CITY ENGINEER AND DIRECTOR OF ENGINEERING OF THE CITY OF FRIENDSWOOD, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS AND FURTHER IT COMPLIES WITH ALL OF THE ORDINANCES AS CURRENTLY ADOPTED BY CITY COUNCIL.

BY: _____
JILDARDO ARIAS, P.E., CFM
CITY ENGINEER/DIRECTOR OF ENGINEERING

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT NOTES:

- BUILDINGS, FENCES OR OTHER PERMANENT IMPROVEMENTS SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (THE DISTRICT) RIGHT-OF-WAYS OR DRAINAGE EASEMENTS.
- THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER UNLESS ALL REQUIREMENTS MENTIONED IN NOTE # 3 HAVE BEEN SATISFIED AND THE DISTRICT HAS ACCEPTED THE FACILITY FOR MAINTENANCE.
- THE DETENTION FACILITY IS TO BE MAINTAINED BY THE DISTRICT PROVIDED THAT THE DISTRICT HAS APPROVED THE CONSTRUCTION OF THE FACILITY, THE DEVELOPER HAS PAID THE REQUIRED FEE, THE SITE AND ACCESS HAS BEEN DEEDED TO THE DISTRICT IN FEE, AND SUBJECT TO APPROVAL BY THE BOARD.
- NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE DISTRICT. CONSTRUCTION OF DETENTION IMPROVEMENTS SHALL PRECEED THE CONSTRUCTION OF IMPERVIOUS COVER ON SITE.
- ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE DISTRICT FOR APPROVAL.
- PLANTINGS, FLOWERBEDS OR OTHER LANDSCAPING IS NOT PERMITTED WITHIN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
- NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.
- NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE DETENTION FACILITY (INCLUDING MAINTENANCE BERMS) WITHOUT SPECIFIC, PRIOR APPROVAL OF THE DISTRICT.

APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

DIRECTOR

DATE

DIRECTOR

DATE

GCCDD REF #220010

THIS IS TO CERTIFY THAT THE ABOVE WAS SIGNED BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER HAVING REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL CONJANCE WITH THE DISTRICT'S "DRAINAGE CRITERIA MANUAL". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. PLEASE NOTE THAT THIS DOES NOT NECESSARILY MEAN THAT THE PLAT HAS BEEN COMPLETELY CHECKED AND VERIFIED. THE PLAT AS SUBMITTED, WAS PREPARED, SIGNED, AND SEALED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE SURVEYING IN THE STATE OF TEXAS, WHICH CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT SURVEYOR.

I, DWIGHT D. SULLIVAN, COUNTY CLERK OF GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 20____, AT _____ O'CLOCK (A.M. OR P.M.), AND DULY RECORDED ON _____, 20____, AT _____ O'CLOCK (A.M. OR P.M.), IN PLAT RECORD _____ MAP NUMBER _____.

GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

GENERAL NOTES:

- BENCHMARK: TSARP MONUMENT 010095: A STAINLESS METAL ROD WITH 10' SLEEVE ACCESSED THROUGH A 5" LOGO CAP STAMPED HGCDSD 54 1986. THE POINT IS LOCATED NEAR THE SOUTH SIDE OF THE CLEAR CREEK DRAINAGE DISTRICT PARKING LOT AT THE SOUTHEAST CORNER OF THE NORTH EDGE OF PAVEMENT OF WHITAKER DR AND +/- 80 SOUTH OF THE SOUTH EDGE OF PAVEMENT OF FM 528.

ELEVATION = 29.43 FEET (NAVD88 2001 ADJ.)
SURFACE COORDINATES N 13750258.374 E 3176668.913
- T.B.M. INDICATES TEMPORARY BENCHMARK
TBM-A: A CHISELED BOX IN CONCRETE HEADWALL AT THE SOUTH SIDE OF EAGLE LAKES DR. THE POINT IS LOCATED +/- 256 FEET EAST OF THE INTERSECTION OF EAGLE LAKES DR AND SANDY LAKE DR.

ELEVATION = 28.44 FEET (NAVD88 2001 ADJ.)
SURFACE COORDINATES N 13747333.438 E 3178382.485
- ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). COORDINATES SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY A FACTOR OF 0.9998697934.
- IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48167C-0202C, EFFECTIVE AUGUST 15, 2019, PROPERTY LIES WITHIN ZONE "X" (SHADED ON THE FIRM MAP). ZONE "X" (SHADED) IS DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- ALL EXISTING PIPELINES OR PIPELINE EASEMENTS THROUGH THE SUBDIVISION HAVE BEEN SHOWN BASED ON VISIBLE EVIDENCE, AVAILABLE PUBLIC RECORDS AND ON THE GROUND SURVEY.
- THREE-QUARTER (5/8) INCH IRON RODS WITH PLASTIC CAP MARKED "LJA SURVEY" AND THREE (3) FEET IN LENGTH WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED. BLOCK CORNERS AND/OR STREET RIGHT-OF-WAYS HAVE NOT BEEN MONUMENTED.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS ASSIGNS, OR SUCCESSORS.
- LOTS BACKING OR SIDING FRIENDSWOOD PARKWAY ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM FOREMENTIONED STREET.
- THIS PLAT IS SUBJECT TO AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT, AMENDMENT NO. 2 ORDINANCE 2021-26.
- SIDEWALKS AND ADA RAMPS ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. THE DEVELOPER MUST INSTALL SIDEWALKS AND ADA RAMPS ALONG RESERVES AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
- EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26, OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE ERECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.
- THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES (DETENTION PONDS, DRAINAGE EASEMENTS, OUTFALLS AND SWALES, RECREATIONAL AREAS, RESERVES AND OTHER PRIVATE FACILITIES) THAT ARE WITHIN PRIVATE EASEMENTS. THE AVALON AT FRIENDSWOOD HOA SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF THE AVALON AT FRIENDSWOOD HOA.
- ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.
- THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.
- ANY AND ALL RIGHT OF WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY THE AVALON AT FRIENDSWOOD HOA.
- THIS IS A GATED SUBDIVISION AND ALL INTERNAL STREETS WILL BE "E/PUE" (INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT.)
- THE BOUNDARY CLOSURE CALCULATIONS ARE WITHIN 1:10,000.
- NO TREE OTHER THAN SPECIES LISTED AS SMALL TREES (SIZE 3) ON THE QUALIFIED TREE LIST MAY BE PLANTED OVER OR WITHIN FIVE LATERAL FEET OF ANY UNDERGROUND WATER LINE, SEWER LINE, TRANSMISSION LINE OR OTHER UTILITY.

DESCRIPTION OF
12.938 ACRES

BEING 12.938 ACRES OF LAND LOCATED IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 96.944 ACRE TRACT DESCRIBED IN THE DEED TO TAYLOR MORRISON OF TEXAS, INC. BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2019064239 OF THE OFFICIAL PUBLIC RECORDS OF SAID GALVESTON COUNTY, TEXAS (G.C.O.P.R.), SAID 12.938 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (NA2011) EPOCH 2010.00):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE MOST NORTHERLY CORNER OF RESERVE "H" OF AVALON AT FRIENDSWOOD SECTION 1, A SUBDIVISION OF RECORD UNDER PLAT NUMBER 0021008027 OF THE MAP RECORDS OF SAID GALVESTON COUNTY, TEXAS, COMMON TO THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 4.994 ACRE TRACT DESCRIBED IN THE DEED TO CITY OF FRIENDSWOOD BY AN INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2019064237, G.C.O.P.R. AND IN THE WEST LINE OF SAID 96.944 ACRE TRACT, COMMON TO THE EAST LINE OF THAT CERTAIN CALLED 194.21 ACRE TRACT DESCRIBED AS "TRACT A" IN THE DEED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2010059686, G.C.O.P.R.;

THENCE SOUTH 49° 21' 21" EAST, DEPARTING SAID COMMON LINE AND ALONG THE NORTH LINE OF SAID COMMON TO THE SOUTH LINE OF SAID 4.994 ACRE TRACT, 631.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR CORNER;

THENCE NORTH 63° 11' 32" EAST, DEPARTING SAID COMMON LINE, 351.32 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE POINT OF BEGINNING AND SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 35° 24' 56" EAST, 170.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, 149.32 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,560.00 FEET, A CENTRAL ANGLE OF 05° 29' 03", AND A CHORD WHICH BEARS NORTH 51° 50' 32" WEST, 149.26 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 49° 06' 01" WEST, 104.22 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 158.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90° 59' 32", AND A CHORD WHICH BEARS NORTH 03° 36' 15" WEST, 142.64 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, NORTH 41° 53' 32" EAST, 735.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, 73.64 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 06° 01' 40", AND A CHORD WHICH BEARS SOUTH 58° 32' 29" EAST, 73.61 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 61° 33' 19" EAST, 106.79 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 102.02 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 58° 27' 02", AND A CHORD WHICH BEARS SOUTH 32° 19' 48" EAST, 97.65 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 03° 06' 17" EAST, 735.99 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 130.71 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24° 57' 53", AND A CHORD WHICH BEARS SOUTH 09° 22' 40" WEST, 129.68 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 21° 51' 36" WEST, 54.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

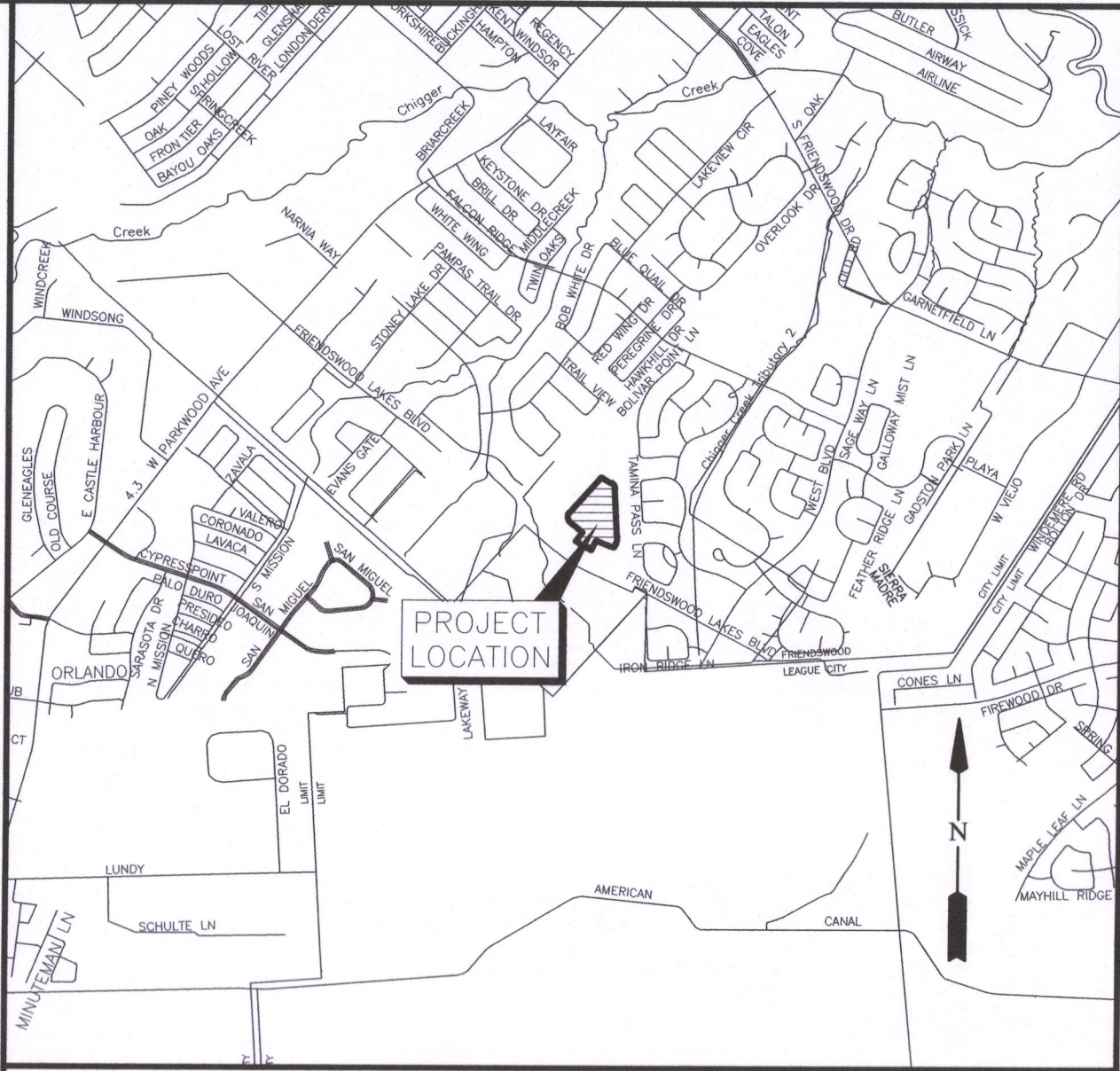
THENCE, NORTH 72° 03' 43" WEST, 73.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 227.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,560.00 FEET, A CENTRAL ANGLE OF 08° 21' 50", AND A CHORD WHICH BEARS NORTH 67° 52' 48" WEST, 227.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER;

THENCE, SOUTH 26° 18' 07" WEST, 170.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR CORNER, THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, 275.18 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,730.00 FEET, A CENTRAL ANGLE OF 09° 06' 49", AND A CHORD WHICH BEARS NORTH 59° 08' 28" WEST, 274.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.938 ACRES OF LAND.

CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDBATION OF THE ASSOCIATED SUBDIVISION PLAT.



VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 656S

FINAL PLAT OF AVALON AT FRIENDSWOOD DETENTION

A SUBDIVISION OF 12.938 ACRES OF LAND SITUATED
IN THE MARY FABREAU SURVEY, ABSTRACT 69,
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS.

0 LOTS 1 RESERVE (12.938 ACRES) 1 BLOCK
DATE: JULY 12, 2022 JOB NO. 0074-0406A

OWNER:
**TAYLOR MORRISON
OF TEXAS, INC.**

ROBERT L. SKINNER
DIRECTOR OF LAND DEVELOPMENT
2929 BRIARPARK DRIVE, SUITE 400, HOUSTON, TEXAS 77042
PH: (281) 598-3040

SURVEYOR:

ENGINEER:

LJA Surveying, Inc.

3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

LJA Engineering, Inc.

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

SHEET 1 OF 2



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: August 10, 2023

Subject: Receive the July 2023 DRC Report, Council Liaison updates concerning action taken by the City Council on Planning and Zoning related items, and Commissioner comments concerning items of community interest and/or requesting future agenda items.

Action:

SUMMARY / ORIGINATING CAUSE

July 2023 DRC Report is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. July 2023 DRC Report

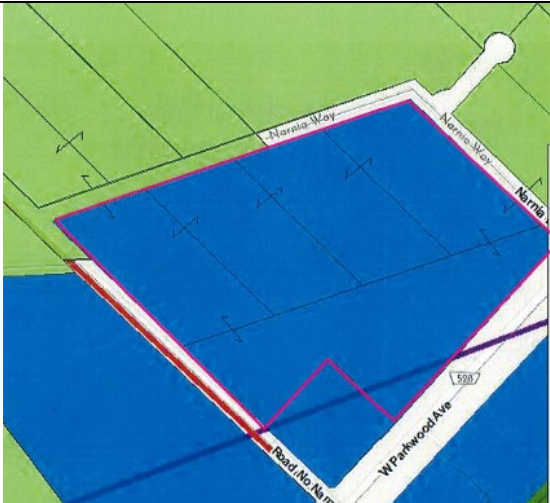
COMMUNITY DEVELOPMENT DEPARTMENT

MONTHLY DRC REPORT

JULY 2023



Project	Current Zoning	Zone Change Required? Y/N	Issues discussed	Location
1406 W Parkwood Ave Religious Organization with possible daycare – follow up meeting regarding Highpoint Church	SFR	Yes – SUP for church and for commercial frontage (min. 300 feet depth)	☒ Zone change ☒ Meets Future Land Use Map – commercial frontage ☒ Plat required ☐ Eligible for Certificate of Platting Exemption - issued ☒ Site plan approval – part of SUP process ☒ Community Overlay District (300 feet) ☐ Downtown District ☒ Water Available ☐ Sewer Available – Not available; 20ft SSE required along FM 528; septic is now allowed; must explore options to extend sewer ☒ On-site detention required ☐ May be eligible for regional detention ☒ High hazard flood zone(s) - AE, Floodway, UX, SHX ☐ Pipelines and abandoned oil wells ☒ TxDOT Permits required Misc Notes: 5ft sidewalk required along FM 528	

2600 S Friendswood Dr. Winery, future tasting room, and residence for owner	SFR	Yes – either change to commercial zone along FM 518 and leave back portion residential OR create a mixed-use PUD	☒ Zone change ☐ Meets Future Land Use Map ☒ Plat required ☐ Eligible for Certificate of Platting Exemption ☒ Site plan approval ☒ Community Overlay District ☐ Downtown District ☒ Water Available ☒ Sewer Available – must be extended to property ☒ On-site detention required ☐ Eligible for regional detention ☐ High hazard flood zone(s) ☐ Pipelines and abandoned oil wells ☒ TxDOT Permits required Misc Notes: 5-foot sidewalk required along FM 518	
37 acres at Narnia Way/FM 528	CSC	No	☐ Zone change ☒ Meets Future Land Use Map ☒ Plat required – ROW dedication required to widen future Parkway right-of-way ☐ Eligible for Certificate of Platting Exemption ☒ Site plan approval ☒ Community Overlay District ☐ Downtown District ☒ Water Available ☒ Sewer Available – must be extended to property ☒ On-site detention required ☐ Eligible for regional detention ☐ High hazard flood zone(s) ☒ Pipelines and abandoned oil wells ☒ TxDOT Permits required Misc Notes: 5-foot sidewalk required along FM 528 and future; Friendswood Parkway; depending on site plan and access requirements, building a portion of Friendswood Parkway may be required; building height over 40 feet requires 2.5 times setback from nearest residential zoning	

2204 S Friendswood Dr. Future commercial use	SFR	Yes	☒ Zone change ☒ Meets Future Land Use Map ☒ Plat required – ROW dedication required to widen future Parkway right-of-way ☐ Eligible for Certificate of Platting Exemption ☒ Site plan approval ☒ Community Overlay District ☐ Downtown District ☒ Water Available ☒ Sewer Available – must be extended to property ☒ On-site detention required ☐ Eligible for regional detention ☐ High hazard flood zone(s) ☐ Pipelines and abandoned oil wells ☒ TxDOT Permits required Misc Notes: 5-foot sidewalk required along FM 518; wetlands exist on the property which will require coordination with the US Army Corp of Engineers for possible mitigation.	
203-211 S Friendswood Drive and 210 and 212 Melody Ln. Retain wooded area with residential tracts on Melody Ln and develop front portion as various commercial uses – possibly restaurant and family entertainment venues	CSC and SFR	SUP required for Arcade Use	☒ Zone change ☒ Meets Future Land Use Map ☒ Plat required – creek ROW dedication will be required by GCCDD ☐ Eligible for Certificate of Platting Exemption ☒ Site plan approval ☒ Community Overlay District ☐ Downtown District ☒ Water Available on other side of FM 518; bore required ☒ Sewer Available ☒ On-site detention required ☐ Eligible for regional detention ☒ High hazard flood zone(s) – AE, UX, SHX and Floodway ☐ Pipelines and abandoned oil wells ☒ TxDOT Permits required Misc Notes: 5-foot sidewalk required along FM 518; property is located in the Limited Alcohol Area (formerly dry area)	