

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2020-\_\_\_\_\_

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

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) seeks to promote uniform regulations and specifications for signs throughout the city limits and extraterritorial jurisdiction in order to uphold and further the intent and purposes of the City’s Sign Ordinance; and

**WHEREAS,** the City of Dripping Springs and the owners of the property, more fully described in Attachment A (the “Property”), entered into the Belterra Commercial Development Agreement (the “Agreement”), recorded at Volume 3827, Page 63, of the Official Public Records of Hays County, Texas and the First Amendment to Belterra Commercial Development Agreement; and

**WHEREAS,** pursuant to Chapter 212.172 of this ordinance shall be considered an amendment to the Agreement and either party may record this ordinance to meet the requirements of Chapter 212.172; and

**WHEREAS,** pursuant to the Agreement, the owners of the Property have asked for a series of approvals for signage as part of the development of the subdivision; and

**WHEREAS,** the City Council finds there are special and unique hardships present on the site due to the size, shape and topography of the property, its distance from Nutty Brown Road and U.S. Highway 290, and the size of tenants in a master planned mixed-use project; and

**WHEREAS,** the City Council concludes that the proposed sign locations, configurations, design, materials, and colors are harmonious with the hill country setting; and

**WHEREAS,** the City Council finds that approval of the amendments to the Master Sign Plan are reasonable and more efficient than individual consideration and approval of particular variances; and

**WHEREAS,** the intent of this Ordinance is to provide for consistent and compatible signage for the Property, in order to provide a uniform look and feel throughout the subdivision

that is appropriate for the subdivision's location; and

**WHEREAS**, the City Council has determined that the standards and specifications set forth in this Ordinance are consistent with the intent of the City's Sign Ordinance, and spirit of the City's Comprehensive Plan; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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

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

**WHEREAS**, pursuant to Chapter 212.172 of this ordinance shall be considered an amendment to the Agreement and either party may record this ordinance to meet the requirements of Chapter 212.172

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

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

### **1. FINDINGS OF FACT**

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

### **2. ENACTMENT**

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

### **3. REPEALER**

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

#### **4. SEVERABILITY**

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

#### **5. CODIFICATION**

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

#### **6. EFFECTIVE DATE**

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

#### **7. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED** this, the 8<sup>th</sup> day of December 2020, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.

#### **CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

**CODE OF ORDINANCES  
CHAPTER 26: SIGNS**

**APPENDIX "C":  
MASTER SIGN PLAN FOR BELTERRA VILLAGE**

**SECTION 1. ENACTMENT PROVISIONS**

**1.1 Popular Name**

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

**1.2 Purpose**

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

**1.3 Scope**

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

- i.** Lots 1-3, Belterra Commercial Subdivision

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

**1.4 Applicability**

**1.4.1** The standards set forth in this Appendix, along with the illustrations identified as Exhibit #1, which are included herein for all intents and purposes, shall govern the signage erected on the Property.

**1.4.2** Permit applications for signs proposed to be erected and maintained at the Property at Belterra Village shall be evaluated for compliance with the standards set forth in this Appendix, Chapter 26 (Signs), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

**1.4.3** Variance applications for signs proposed to be erected at the Property at Belterra Village shall be evaluated in accordance with the standards set forth in this Appendix, Chapter 26 (generally), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

**1.4.4** If the standards in this Appendix conflict with specific provisions of Chapter 26, this Appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this Appendix.

## **1.5 Administration**

**1.5.1** Sign permit applications under this Appendix are subject to the general rules and procedures for sign permits set forth in Chapter 26.

**1.5.2** Sign permit applications must include the written consent of the Owner stating that the Owner has reviewed the specifications of the proposed sign and supports the permit application.

## **SECTION 2. DEFINITIONS**

### **2.1 Rules of Interpretation**

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

### **2.2 Specific Terminology**

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

**Balcony Sign:** Signs depicted on Exhibits “5” and “6” and placed on balconies. This term excludes signs placed or that extend above the roof line of the building on which they are placed.

**Directional Sign:** Signs depicted as D on the attached Exhibit # 1 that provides information related to the location of businesses and sale of goods, services, and property.

**Project Identification Sign:** the sign depicted as I on the attached Exhibit #1. This sign shall be a distinctive sign on the top of the hill on the property and shall advertise the overall property and the tenants adjacent to this sign.

**Monument Sign:** the signs depicted as M1 through M4 on the attached Exhibit #1. These signs shall be the predominate sign along Highway 290 and shall be used to advertise the tenants of Belterra Village.

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

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

**Projecting Sign:** A sign, other than a wall sign, which physically projects from and is supported by a wall of a building or structure.

**Tenant:** a person with a leasehold interest in a designated unit within the Property at Belterra Village. Subtenants shall not be treated as separate Tenants for purposes of calculating the maximum allowable signage under this Appendix except that subtenants occupying at least 50% of a tenant's premises may have a separate Projecting Sign so long as such tenant is a minimum of ten thousand (10,000) square feet.

**Window Signs:** Signs that are painted on, etched in, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public roads. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

## SECTION 3. PROPERTY SIGNAGE

### 3.1 General Consistency

**3.1.1 Architectural.** All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property and subject to review of the Belterra ADRC.

**3.1.2 Renderings.** All signs and supporting structures shall be designed in accordance with the drawings included herein as Exhibit #1 and Exhibit #2..

**3.1.3 Logos.** Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

**3.1.4 Static.** Projecting Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

### 3.2 Project Identification Sign

**3.2.1** Owner may erect one (1) Project Identification Sign in the middle of Lot 2 of the Belterra Commercial Subdivision and US 290.

### 3.2.2 Building Materials:

The Project Identification Sign shall be constructed of predominately metal, pre-weathered steel, concrete, and metal mesh and other materials consistent with the architectural design of the center.

### 3.2.3 Height:

- i. The maximum height for the Project Identification Sign shall not exceed thirty-five feet six inches (35' 6").

### 3.2.4 Width:

- i. The maximum width for the Project Identification Sign shall not exceed twenty feet nine inches (20' 9") at the base and ten feet eight inches (10' 8") at the top.

### 3.2.5 Length:

- i. The maximum length for the Project Identification Sign shall not exceed twenty feet nine inches (20' 9") at the base and ten feet eight inches (10' 8") at the top.

3.2.6 The Project Identification Sign shall not have more than four (4) panels, two of which shall display the name "Belterra Village" or the Belterra Village logo.

3.2.7 Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

## 3.3 Monument signs

3.3.1 Owner may erect four (4) Monument Signs at the following locations, the approximate location of such monument signs is shown in Exhibit #1:

- i. **Monument Sign 1:** On the western portion of Lot 1 of the Belterra Commercial Subdivision and US 290.
- ii. **Monument Sign 2:** On the eastern portion of Lot 1 of the Belterra Commercial Subdivision and US 290
- iii. **Monument Sign 3:** On Lot 2 of the Belterra Commercial Subdivision and US 290.
- iv. **Monument Sign 4:** On Lot 3 of the Belterra Commercial Subdivision and US 290.

### 3.3.2 Building Materials:

Each Monument Sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and pre-weathered steel for the panels and the top of the sign.

### 3.3.3 Height:

- i. The maximum height for all Monument Signs shall not exceed eighteen feet nine inches (18' 9"), including a two foot (2') stone or rock base.

- 3.3.4** Width:
- i.** The maximum width for all Monument Signs shall not exceed six feet (6') at the base and one foot six inches (1'6") at the top.
- 3.3.5** Length:
- i.** The maximum length for all Monument Signs shall not exceed twenty- four feet (24') at the base and thirteen feet nine inches (13'9") at the top.
- 3.3.6** Each Monument Sign shall not have more than eight (8) tenant panels on each side of the Monument Sign.
- 3.3.7** Each Monument Sign shall not exceed ninety-six (96) square feet of signable area for tenants on each side of the Monument Sign.
- 3.3.8** Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

#### **3.4 Directional signs**

- 3.4.1** Owner may erect six (6) Directional Signs at the following locations, the approximate location of such directional signs is shown in Exhibit #1:
- i. Lot 1:** Lot 1 of the Belterra Commercial Subdivision shall contain three directional signs as shown on Exhibit #1
  - ii. Lot 2:** Lot 2 of the Belterra Commercial Subdivision shall contain two directional signs as shown on Exhibit #1
  - iii. Lot 3:** Lot 3 of the Belterra Commercial Subdivision shall contain one directional signs as shown on Exhibit #1
- 3.4.2** Building Materials:  
Each directional sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and pre-weathered steel for the panels and the top of the sign.
- 3.4.3** Height:
- i.** The maximum height for all Directional Signs shall not exceed eight feet ten inches (8' 10"), including a one foot (1') stone or brick base.
- 3.4.4** Width:
- i.** The maximum width for all Directional Signs shall not exceed three feet (3') at the base and six inches (6") at the top.
- 3.4.5** Length:
- i.** The maximum length for all Directional Signs shall not exceed twelve feet (12') at the base and six feet ten inches (6' 10") at the top.
- 3.4.6** Each Directional Sign shall not have more than seven panels.



- 3.4.7** Each Directional Sign shall not exceed thirty (30) square feet of signable area for tenants on each side of the Directional Sign.
- 3.4.8** Directional Signs shall not be included on the frontage road of Highway 290.
- 3.4.9** Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

### **3.5 Projecting Signs**

- 3.5.1** Owner may erect eight (8) Signs at the following locations, the approximate location of such projecting signs is shown in **Exhibit #2**:
- i.** Sign 1: One Belterra Village projecting identification sign up to forty-two (42) square feet centered on high wall in western section of Lot 2. Sign shall be attached to current wall as shown in **Exhibit "2"**.
  - ii.** Sign 3: One Belterra Village projecting tenant sign up to sixty-four (64) square feet centered on high wall at the southwestern corner of Lot 1. Sign shall have up to six panels for tenant names. Tenant names may be modified or changed without approval so long as all other provisions of this ordinance and the City's Code of Ordinances is followed when making the change. The total number of panels may be decreased so long as the signage area of the panels is not increased from seventeen (17) inches in height and twelve feet four inches (12'4") in width. Sign shall be attached to current wall as shown in **Exhibit "2"**.
  - iii.** Three Planter Signs #5 up to eleven (11) square feet each in combined sign area in Lot 2 of the North Belterra Commercial Subdivision. Signs shall be attached to current walls as shown in **Exhibit "2"**.
  - iv.** Two (2) BV Logo Projecting signs #2a shall up to fifteen (15) square feet each in size erected in Lot 2E of the Belterra Commercial Subdivision. Sign shall be attached to current walls.
  - v.** One (1) BV Logo Projecting sign #2b may be erected in the roundabout between Lots 2E and 3F. Sign shall be attached to current roundabout as shown in **Exhibit "2"** and shall be up to fifteen (15) square feet in height.

#### **3.5.2 Building Materials:**

Each sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and painted aluminum for the lettering and panels of the sign.

#### **3.5.3 Height:**

The maximum height for Sign #3 shall not exceed five feet three inches (5'3"). Each tenant panel shall not exceed nine (9) inches in height.

- i.** The maximum height for Sign #1 shall be four feet (4').
- ii.** The maximum height for each Planter Sign #5 shall be eight (8) inches.
- iii.** The maximum height for each BV Logo Projecting Sign #2a shall be three feet two inches (3'2").
- iv.** The maximum height for the BV Logo Projecting Roundabout Sign #2b

shall be three feet two inch (3'2").

**3.5.4 Width:**

- i.** The maximum width for Sign #3 shall not exceed twelve feet four inches (12'4").
- ii.** The maximum width for Sign #1 shall be eleven feet four inches (11'4").
- iii.** The maximum width for each Planter Sign #5 shall be eleven (11) inches.
- iv.** The maximum width for each BV Logo Projecting Sign #2a shall be four feet ten inches (4'10").
- v.** The maximum width for the BV Logo Projecting Roundabout Sign #2b shall be four feet two inches (4'2").

**3.5.5 Signs subject to this section shall only be illuminated as stated above.**

- i.** Sign 3: Belterra Village projecting tenant sign may be illuminated so long as the illumination is below 3000 kelvins as per the Belterra Master Plan.
- ii.** Sign 1: Belterra Village projecting identification sign may be illuminated so long as the illumination is below 3000 kelvins as per the Belterra Master Plan.
- iii.** Planter Signs (Number 5) shall not be illuminated.
- iv.** BV Logo Projecting Signs (Number 2a) shall not be illuminated
- v.** BV Logo Projecting Roundabout Sign (Number 2b) may be illuminated so long as the illumination is below 3000 kelvins as per the Belterra Master Plan.

## **SECTION 4. TENANT SIGNAGE**

### **4.1 Architectural General Consistency**

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

### **4.2 Projecting Signs**

**4.2.1** This section shall only apply to Lots 1-3 of the Belterra Commercial Subdivision, Hays County, Texas, the address being Highway 290, Dripping Springs, Texas 78737 (the "Belterra Village").

**4.2.2** Only two (2) projecting signs are permitted per business on each property except if the rear of a business is immediately adjacent to a residential use in which case only one (1) projecting sign is permitted per business.

**4.2.3** For Buildings E-N, P, X-Z as shown on Exhibit #1, projecting signs shall follow the below criteria:

- i.** Lettering for each sign shall consist of one (1) horizontal line of lettering not to exceed thirty-six inches (36") in height, or two (2) horizontal lines of

lettering not to exceed fifty-four inches (54”), including a minimum six inch (6”) space between the two lines.

- ii. Projecting signs facing U.S. Highway 290 shall follow the criteria outlined on Exhibit #3 (Exhibit forthcoming)
- iii. No tenant shall be allowed more than one projecting sign per building side and tenants not on a street corner must locate their projecting signs one at the front of the building and the other at the rear.
- iv. The total length of any such sign shall not exceed seventy-five (75%) of the storefront width of the tenant or occupant’s premises on the Property.
- v. The signable area of any projecting sign for each business shall not exceed:
  - 1. Sixty-four (64) square feet for any tenant under four thousand (4,000) square feet.
  - 2. One hundred (100) square feet for any tenant larger than four thousand (4,000) square feet, as shown on Exhibit #2

**4.2.4** For Buildings A-D, S, T, Q, R, U-W, and ZZ as shown on Exhibit #1, projecting signs shall follow the below criteria:

- i. Lettering for each sign shall not be limited but each sign must not exceed the total allowable signable area shown below.
- ii. No tenant shall be allowed more than one projecting sign.
- iii. The total length of any such sign shall not exceed seventy-five (75%) of the storefront width of the tenant or occupant’s premises on the Property.
- iv. The signable area of any projecting sign for each business shall not exceed:
  - 1. Sixty-four (64) square feet for any tenant under four thousand (4,000) square feet.
  - 2. One hundred (100) square feet for any tenant between 4,001 and 6,000 square feet.
  - 3. One hundred fifty (150) square feet for any tenant between 6,001 and 10,000 square feet.
  - 4. One hundred seventy (175) square feet for any tenant between 10,001 and 15,000 square feet.
  - 5. Two hundred square (200) square feet for any tenant between 15,001 and 25,000 square feet.
  - 6. Two hundred seventy-five (275) square feet for any tenant over 30,000 square feet.
- v. For Building 13, or any other proposed two-story building, balcony signs may be used in lieu of a projecting sign, but shall follow the additional criteria below:
  - 1. No portion of any sign located above the first floor shall extend lower than 10’6” Above Finished Floor of the first floor.
  - 2. Signs located on building S, or any other proposed two-story building, and installed above the first floor shall be connected to the balcony above the first floor as shown in the detail in Exhibits #5 and #6.
  - 3. All other requirements related to projecting signs in 4.2.4 shall be

adhered to.

- 4.2.5 Projecting Signs may be illuminated. LED illumination shall be below 3000 Kelvin. The property owner shall provide electricity for the illumination of each sign.
- 4.2.6 Projecting Signs that are illuminated must be turned off at the later of closing time of the business or 10:00 p.m.
- 4.2.7 All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.
- 4.2.8 Lettering, logos, and names on tenant signs may be changed without amendment to this Appendix or application for variance so long as all other requirements of this Appendix are met, including but not limited to size, height, lighting, and color.

### **4.3 Window Signs**

- 4.3.1 The section shall apply to all lots of the Belterra Commercial Subdivision, Hays County, Texas, the address being Highway 290, Dripping Springs, Texas 78737 (the “Belterra Village”).
- 4.3.2 A unit in the multiunit Belterra Commercial Subdivision, may have a total signable area of window signs that shall not exceed twenty-four (24) square feet for each business. A unit in the multiunit Belterra Commercial Subdivision where the unit is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed forty-eight (48) square feet for each business.
- 4.3.3 The total signable area of the window signs do not count towards the cumulative total signable area allowed.

## **SECTION 5. PROHIBITION**

A person commits an offense when a person erects, installs or places signage at Belterra Commercial Subdivision in violation of this Appendix.

## **SECTION 6. ENFORCEMENT**

### **6.1 Civil & Criminal Penalties**

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

### **6.2 Criminal Prosecution**

Any person violating any provision of this Appendix shall, upon conviction, be fined a sum

not exceeding five hundred dollars (\$500.00). Each day that a provision of this Appendix is violated shall constitute a separate offense. An offense under this Appendix is a misdemeanor.

### **6.3 Civil Remedies**

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

- 6.3.1 Injunctive Relief.** Injunctive relief to prevent specific conduct that violates the Appendix or to require specific conduct that is necessary for compliance with the Chapter.
- 6.3.2 Civil Penalty.** A civil penalty up to five hundred dollars (\$500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Appendix and after receiving notice committed acts in violation of the Appendix or failed to take action necessary for compliance with the Chapter; and other available relief.
- 6.3.3 Stop Work Order.** In the event work is not being performed in accordance with this Appendix, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.