



# The Real Estate Council of San Antonio

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June 6, 2016

Mr. Michael Shannon, PE, CBO  
Assistant Director - Field Services  
Development Services Department  
City of San Antonio  
1901 South Alamo Street  
San Antonio, TX 78204

RE: Sign Code Update Stakeholder Committee & Proposed Changes to City Code Chapter 28

Dear Mr. Shannon:

On behalf of the Real Estate Council of San Antonio ("RECSA") and our representatives on the City of San Antonio ("City") Sign Code Update Stakeholder Committee ("Committee"), I want to thank you for the opportunity for RECSA to participate in the process to revise Chapter 28 of the City Code and to provide our comments on proposed revisions. The purpose of this letter is to identify some areas of concern to our membership prior to the Committee meeting on June 7, 2016.

## I. Residential Buffers/Setbacks

The draft revisions have inserted Section 28-116, "Residential buffers/setbacks", which provides:

Signs adjacent to a residential property shall meet the following minimum setback and height restrictions in addition to the other applicable sign provisions listed in Chapter 28.

1. Freestanding signs on properties adjacent to residential properties shall require a minimum ten (10) foot setback from the property line and be a maximum of eight (8) feet in height, except as modified in item 2 below.
2. Freestanding signs adjacent to residential properties may be erected to exceed eight (8) feet in height, provided that such sign is located back from minimum ten (10) foot setback required above two (2) foot for each one-foot of height in excess of eight feet prescribed above.

This does not appear to be an ongoing problem, and we believe that sufficient protection for single-family residential properties is provided in other sections of Chapters 28 and 35. We recommend the deletion of this section.

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## II. Sign Master Plan

The draft revisions have made some additions and changes to the Sign Master Plan section, including the following: “Designation of an area for a Sign Master Plan will allow flexibility in signage location in exchange for a minimum 25% cumulative reduction in both total sign area and sign height within the master plan area.”

We support this addition. However, we recommend the deletion of the following paragraph from the draft revisions:

Conditional SMP's may be granted in cases in which a developer intends to sub-divide its single parcel into multiple parcels, but the developer wishes to initiate signage restrictions for itself and future owners in advance of sub-dividing. It is understood that the conditional SMP be granted based on the submitted plan and that any changes to the plan must be approved by city staff. It is further understood that in granting a conditional SMP that the height, size and number of signs for the parcel will be designated in this document and none of these items may be increased without staff approval. The only change that may be approved is the relocation of signs specifically listed in the approved SMP. The terms of a conditional SMP will expire after 12 months if no platting of the property has taken place. Upon a conveyance of a portion of the Property controlled by the Conditional SMP to a third party, the Conditional SMP automatically converts into a standard approved SMP without conditions. The Owner shall not erect any signage on the Property until a portion of the Property has been conveyed thereby converting the SMP as stated.

## III. Signs on Private Premises

The draft revisions have added language related to a property owner's right to remove unauthorized signs.

“No person shall affix a sign or bill by any means whatsoever to any private property without having first obtained the written permission of the owner or the owner's ~~his or her~~ agents. Nothing within this chapter shall be interpreted or applied so as to prohibit a property owner or that owner's agent from removing or authorizing the removal of unauthorized signage on that owner's property.”

We recommend the following alternative language:

“No person shall affix a sign or bill by any means whatsoever to any private property, or public right-of-way abutting such private property, without having first obtained the written permission of the owner or the owner's agents. Nothing within this chapter shall be interpreted or applied so as to prohibit a property owner or that owner's agent from removing or authorizing the removal of unauthorized signage, including residential developer/builder off-premises signs and campaign/political signs, on that owner's property.”

#### **IV. Valuation of Non-Conforming Signs**

The draft revisions would change the methodology for determining when a non-conforming sign may be rebuilt. Section 28-139 currently provides that "Any non-conforming off-premises sign structure which is damaged beyond fifty (50) percent of its replacement value shall be removed at the operator's expense." The draft revisions change this significantly.

The right to maintain any nonconforming sign shall terminate and be removed at owner's expense whenever the sign assembly is damaged or destroyed from any cause whatsoever and the cost of repairing such damage or destruction exceeds fifty (50) percent of the cost of the sign at the date of erection. If such date cannot be identified, cost shall be the depreciated value of the sign assembly.

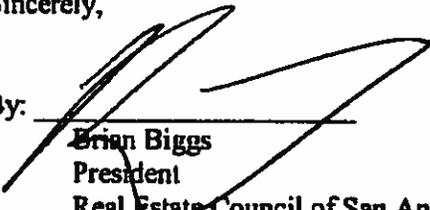
This proposed revision would drastically alter property rights for older signs by lowering the threshold for damage that would cause a sign to lose its non-conforming status. A sign that is today worth \$10,000 but only cost \$1,000 to erect would lose its non-conforming rights if it suffered \$500 in damage, or only 5% of its replacement value. We recommend keeping the current language.

#### **V. Reface**

The draft revisions would delete the following language from the definition of "reface": "The term specifically includes altering the shape of a registered "trademark sign" to prevent misidentification with the registered trademark." We recommend retaining the current language.

Sincerely,

By: \_\_\_\_\_

  
Brian Biggs  
President

Real Estate Council of San Antonio