

CITY OF BANDERA CITY COUNCIL REGULAR MEETING

Bandera City Hall, 511 Main Street, Bandera, Texas
Tuesday, April 22, 2025 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

AGENDA

1. **Call to order.**
2. **Invocation and Pledge.**
3. **Visitors to be heard (shall not exceed 30 minutes total).**

Citizens wishing to be heard may do so on all matters except personnel matters, matters listed on the agenda as a public hearing, and matters under litigation. Each person addressing the council must provide his/her legal name and current address for city records and meeting minute preparation. Each person will only be allowed to speak on matters on the agenda during citizen's forum/public comment. No rebuttals will be permitted. Each person addressing the governing body shall not exceed three (3) minutes. Section 551.042, Government Code, V.T.C.A. (i.e. Texas Open Meetings Act) permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting, but any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting. All remarks shall be addressed to the council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the council may be requested to leave the meeting.

4. **Proclamations.**

A. Proclamation Declaring the City of Bandera as a Texas Music Friendly Community. - Mayor Griffin

5. **Staff Reports.**

A. Presentation of the City's Quarterly Budget Report by City Treasurer Allyson Wright.

B. Presentation of the City's Quarterly Investment Report by City Treasurer Allyson Wright.

6. **Discussion and possible action on the following items:**

A. Discussion and possible action on Ordinance 451 amending Chapter 3 Building Regulations, Article 3.07 Signs. - Lynn Palmer

B. Discussion and possible action approving a professional services contract with Pape-Dawson Engineers, Inc. for assistance with the City's application for the Texas Department of Transportation Alternatives (TA) Grant. - Tony Battle and Stan Farmer

C. Discussion and approval of a Facility Use Agreement with the Bandera Business Association for the use of the Bandera City Park for the National Day of the American Cowboy event on July 26, 2025. - Stan Farmer

D. Discuss and take possible action to approve Resolution 2025-016 authorizing the submittal of a Texas Rural Economic Development fund application to the Texas Department of Agriculture, committing local funds in the amount of \$100,000 to the selected project, and reaffirming civil rights policies as required by the program. - Stan Farmer

7. **Closed Session.**

A. The City Council will meet in closed session pursuant to Texas Government Code Section §551.071 (Consultations with Attorney), to wit: Agreement with Main Street Shops and Loft.

8. Action Following Closed Session.

9. Requests and Announcements.

- A. Requests by Council to place items on an agenda.
- B. Announcements by Council.

10. Adjourn.

/s/ Susan Hutcherson

Susan Hutcherson, *City Specialist*

The City Council for the City of Bandera reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matter listed above, as authorized by Texas Government Code §551.071 (Consultations with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices) and §551.086 (Economic Development). There may be a quorum of Economic Development Corporation/Planning and Zoning member at any regularly scheduled City Council Meeting. This facility is wheelchair accessible and handicapped parking is available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (830) 796-3765. This agenda is posted in accordance with the Texas Government Code, Chapter 551 on April 17, 2025.

Pursuant to Section Previous 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun". "Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly".



**CITY OF BANDERA
CITY COUNCIL AGENDA REQUEST FORM
MEETING DATE: APRIL 22, 2025**

AGENDA ITEM: Presentation of a Proclamation Declaring the City of Bandera as a Texas Music Friendly Community.
SUBMITTED BY: Susan Hutcherson

BACKGROUND:

The Texas Music Office, a division of the Office of the Governor, promotes the development of the music industry in communities across the state. By becoming a designated Texas Music Friendly Community, the City of Bandera affirms its commitment to supporting local musicians, music venues, and the broader creative economy. This designation can attract tourism, support economic development, and enhance cultural vibrancy in the community. To formally recognize the importance of the music industry in the City of Bandera and to declare the City's participation in the Texas Music Friendly Community program through an official proclamation.

FINANCIAL:

None.

RECOMMENDATION:

None.

CITY OF BANDERA COUNCIL AGENDA
Regular Meeting: Tuesday April 22, 2025

AGENDA ITEM: Quarterly Investment Report

SUBMITTED BY: Allyson Wright

BACKGROUND: This is a quarterly report for the council on the city’s investment and bank accounts.

FISCAL ANALYSIS:

None

RECOMMENDATION:

None

City of Bandera
Investment Quarterly Report
Quarter Ending 3/31/2025

This report is in compliance with the policies and strategies contained in the City of Bandera Investment Policy and the Public Funds Investment Act (Chapter 2256)

As of December 31, 2024

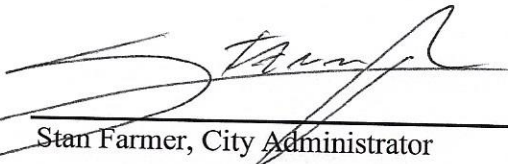
Beginning Book Value	\$	2,439,444.00
Unrealized Gain/(Loss)	\$	-
Weighted Daily Average to Maturity		109

As of March 31, 2025

Beginning Book Value	\$	2,895,576.00
Unrealized Gain/(Loss)	\$	-
Weighted Daily Average to Maturity		171



Allyson Wright, Treasurer



Stan Farmer, City Administrator

City of Bandera
Investment Quarterly Report
Quarter Ending 03/31/2025

Funds are invested as following:

Type of Investment	Yield	Book Value 12/31/2024	Book Value 3/31/2025	Percent of Total Portfolio
<i>Cash - Bank Account</i>				
Checking - 7066	0.10%	738,950	1,178,115	40.69%
Grant - 2951	0.00%	31,102	31,102	1.07%
Community Policing - 7511	0.00%	-	-	0.00%
Bank Total	0.10%	\$ 770,052	\$ 1,209,217	41.76%
<i>Certificates of Deposit - CDs</i>				
BANDERA BANK 0624	4.00%	430,863	435,477	15.04%
BANDERA BANK 3134	3.75%	520,822	525,764	18.16%
TXN BANK 1434	4.00%	355,727	359,247	12.41%
TXN BANK 2304	4.00%	361,979	365,870	12.64%
CD Total	3.92%	\$ 1,669,391	\$ 1,686,359	58.24%
TOTAL PORTFOLIO	2.33%	\$ 2,439,443	\$ 2,895,576	100%



**CITY OF BANDERA
CITY COUNCIL AGENDA REQUEST FORM
MEETING DATE: APRIL 22, 2025**

AGENDA ITEM: Discussion and possible action on Ordinance 451 amending Chapter 3 Building Regulations, Article 3.07 Signs.

SUBMITTED BY: Lynn Palmer

BACKGROUND:

City Councilperson Palmer would like for the Council to consider making amendments to the Sign Ordinance. The City Administrator, Staff, and Councilperson Palmer have met several times to discuss the proposed amendment. The City Attorney has reviewed twice.

Please see the attached memo from Stephanie Biggs.

FINANCIAL:

None.

RECOMMENDATION:

City Staff recommends approval of this item.



The purpose of the following changes to Chapter 3. Building Regulations ARTICLE 3.07 SIGNS is to make the ordinance more business friendly and reduce the number of permits issued and variances requested.

- Pages 4 & 5 added definitions for LED Neon sign, Neon sign, Refacing and Structural components to § 3.07.005 (Definitions).
- Page 8 struck (1) from §3.07.008 (Exemptions for certain types of signs) and moved to Page 10 §3.07.010 (Exemptions from permit requirement).
- Page 10 added exemptions for Temporary Banner Signs and Signs displayed by approved Market Day Vendors to §3.07.010 (Exemptions from permit requirement).
- Page 12 changed maximum sign square footage on a façade from 48sf to 10% of the total façade sf.
- Pages 12, 13 & 14 added A-Frame Signs and *Temporary sail, teardrop, feather or bow banner signs and Neon signs to § 3.07.012 (Size, number and design to be allowed).
 - *These are not prohibited in Boerne, Kerrville(limits to 5 per property and can't display more than 20 days in a calendar year), Helotes or Marble Falls.
- Page 15 struck Temporary sail, teardrop, feather or bow banner signs from § 3.07.013 (Prohibited signs).
- Page 15 formatting issues that will be rectified when changes are sent to eCode 360.
- Page 17 Separated Sign repair from Sign maintenance in § 3.07.014
 - Struck language from § 3.07.014 (a) relating to repair.
 - Added Sign repair has its own section § 3.07.014 (b) and changed from 20% to 75% as the permit requirement.
- Page 18 Struck city council as a determining body of a destroyed sign from § 3.07.015 (b).
- Page 18 changed language to § 3.07.015 (b) from 60% cost ratio to more than 75% of a non-conforming sign being deteriorated or damaged.
- Page 18 added language to § 3.07.015 (d) for non-conforming signs to come into compliance when any structural component is replaced. Listed the structural components.
- Page 18 struck (b) Removal of destroyed or deteriorated signs from § 3.07.015 (Non-conforming signs) and moved to page 17 §3.07.014 (Maintenance; nuisance).
- Page 19 Added § 3.07.016 (Exemptions from non-conforming) to exempt existing businesses who are merely refacing an existing sign to bring into compliance.

Chapter 3. Building Regulations ARTICLE 3.07. SIGNS

§ 3.07.001. Relation to other ordinances.

City of Bandera, TX Wednesday, April 9, 2025

This article shall not be construed to require or allow any act which is prohibited by any other ordinance. This article is specifically subordinate to any ordinance or regulations of the city pertaining to building and construction safety or to pedestrian and traffic safety.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.001; Ordinance 419 adopted 1/3/2023)

§ 3.07.002. Purpose.

The purpose of this article is to provide uniform, content neutral sign standards and regulations in order to ensure public safety and efficient communication and promote a positive city image reflecting order, harmony, and pride, thereby strengthening the economic stability of the city's business, cultural, historical, and residential areas, as follows:

- (1) Public safety. To promote the safety of persons and property by ensuring that signs do not:
 - (A) Create a hazard due to collapse, fire, decay, or abandonment;
 - (B) Obstruct firefighting or police surveillance; or
 - (C) Create traffic hazards by confusing, distracting, or obstructing the view of pedestrians or vehicles.
- (2) Efficient communications. To promote the efficient transfer of information in sign messages by ensuring:
 - (A) Those signs which provide public safety messages and information are given priority;
 - (B) Businesses and services may identify themselves;
 - (C) Customers and other persons may locate businesses or services;
 - (D) No person or group is arbitrarily denied the use of sight lines from public rights-of-way for communication purposes;
 - (E) Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore such messages according to the observer's purpose; and
 - (F) The right of free speech exercised through the reasonable use of signs is preserved.
- (3) Landscape quality and preservation. To protect the public welfare and enhance the appearance and economic value of the landscape by ensuring that signs:
 - (A) Do not interfere with scenic views; Do not create a nuisance to persons using public rights-of-way;
 - (B) Do not create a nuisance to occupants of adjacent and contiguous property by their brightness,

size, height, or movement;

- (C) Are not detrimental to land or property values;
- (D) Do not contribute to visual blight or clutter; and
- (E) Are architecturally compatible and harmonious with the structure to which they pertain and to neighboring structures.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.002; Ordinance 419 adopted 1/3/2023)

§ 3.07.003. Compliance.

No person may construct, reconstruct, place, install, relocate, alter, or use a sign after the effective date of this article unless such installation, construction, reconstruction, placement, relocation, alteration, or use meets all the provisions of this article and all other applicable ordinances adopted by the city council.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.003; Ordinance 419 adopted 1/3/2023)

§ 3.07.004. Area of jurisdiction.

The provisions of this article shall apply within the city limits and ETJ of the city as defined by state law.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.004; Ordinance 419 adopted 1/3/2023)

§ 3.07.005. Definitions.

Words and phrases used in this article shall have the meanings set forth in this section. Other words and phrases shall be given their common ordinary meaning unless the context clearly requires otherwise. Headings and captions are for reference purposes only and shall not be used in the interpretation of this article. In the event of conflicting regulations or definitions thereupon, the stricter definition or regulation shall apply.

A-frame. An A-framed style sign, which is typically but not necessarily foldable or collapsible and meant to be easily moved.

Abandoned/obsolete sign. A sign that advertises a product, service, or business no longer available or in operation or not being maintained for a certain period of time as hereinafter described in this article.

Area

1. The entire sign surface within a single contiguous perimeter, excluding support structures. A sign structure with two faces back-to-back, oriented in opposite directions and separated by not more than three feet, with the same copy on both sides, shall be counted as a single sign.
2. In cases where a sign is composed only of letters, figures, or other characters, the dimensions used to compute the area are the smallest simple imaginary figure (circle, triangle, rectangle, or other) which fully contains the sign content.

Auxiliary sign. Any sign attached to the building or canopy indicating general information, such as pricing, trading stamps, credit cards, official notices or services required by law, or trade associations, or

giving directions to offices, restrooms, exits, and like facilities.

Awning. A structure hung from the surface of a building, designed to provide protection from sun, rain, wind and other weather conditions or to provide decoration to the building facade. An awning is typically composed of canvas, fabric or other similar lightweight material supported by a metal or wood frame.

Awning sign. A sign that is painted or applied directly on an awning.

Banner. Any sign intended to be hung either with or without frames, possessing colors, characters, letters, illustrations, or ornamentation applied to paper, plastic, fabric, or netting of any kind, supported by wire, rope, webbing, or similar means or through the grommets of the sign.

Beacon. Includes any light with a beam directed into the atmosphere or directed at a point which is not on the same property as the light source, or a light with one or more beams that move.

Billboard. All commercial signs containing at least two hundred square feet face area and owned by a person, corporation or other entity that engages in the business of selling the advertising space on the sign.

Changeable copy sign. A sign or part of a sign, on which content can be changed or rearranged without altering the face or surface of the sign, including but not limited to a theater marquee or a gasoline price sign.

City. The City of Bandera, Bandera County, Texas, an incorporated municipality, and its associated ETJ.

Code enforcement officer (CEO). The city administrator or person designated by the city administrator to enforce city codes and this article.

Commercial complex. Any property such as a shopping center, office park, or industrial park, which consists of two or more establishments on a single platted lot, or which is designed, developed, and managed as a unit.

Decorative/vintage sign. Any sign in the residential districts that expresses distinctive characteristics or aesthetics of an earlier period and provide character to property and is often only a visual reminder of long-forgotten businesses and modes of commercial advertising.

Digital/dynamic signage. Signs that use either a LCD or plasma screen or LED boards or other emerging display type that allows for display of digital content and images.

EMC signs. Electronic message center signs utilizing variable electronic technology and systems used in electronic displays.

Flag/patriotic. National, state, church, or school flags, or any other flag that constitutes protected noncommercial free speech. A fabric sheet attached at one end to a pole, cable, or rope.

Flashing sign. Message boards that are electronically controlled by intermittent light impulses or alternating panels consisting of letters, words, or numerals that can either change sequentially or travel across the display area. Other than time and temperature signs, emergency signs, school zone signs, or other governmental signs.

Freestanding sign. Any sign not attached to or part of a building. Including, but not limited to, monument signs and self-supported signs.

Height/ground clearance. The distance from ground level to the bottom of the sign structure, exclusive of structural supports. The ground level is the lower of:

- (1) The existing grade prior to construction of the sign; or
- (2) The newly established grade after construction, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from curb level.

Height/maximum. The distance from ground level to the top of the sign structure. The ground level is the lower of:

- (1) The existing grade prior to construction of the sign; or
- (2) The newly established grade after construction, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from curb level.

Historic sign. A sign that is an integral part of the historical character of a landmark building, historic district, or that signifies a historically significant person, place or event in the history of Bandera or Bandera County. To be qualifying, the sign must be representative of events or dates equal to or greater than fifty years in the past and be used for decorative purposes only.

Illuminated sign. Any sign illuminated in any manner by an artificial light source of any kind, either detached from the sign or a part thereof. Signs that are only incidentally and indirectly illuminated as a result of a lighting plan primarily designed as security lighting or landscape lighting are not illuminated signs.

LED "neon" sign. A sign designed to mimic the look of a neon sign but which uses light emitting diodes in place of neon or other electrically charged gas.

LED signs. Light emitting diode signs utilizing light emitting semiconductor diodes that emit light when conducting current and used in electronic displays and outdoor lighting.

Monument sign. A sign which is mounted on a base at least as wide as the sign. The opening between the base and the sign must be no greater than two inches.

Mural. A large picture/image (including but not limited to painted art) which is painted, constructed, or affixed directly onto a vertical building wall, which may or may not contain text, logos, and/or symbols.

Neon sign. A sign with tubing that is internally illuminated by neon or other electrically charged gas.

Nonconforming sign. Signs which have been installed prior to the effective date of this article, are in use as of the effective date of this article, and which do not conform to this article.

Pennant. A pennant is any lightweight plastic, fabric, or other material, whether or not containing a message letters, illustrations, or characters, tapering to a point or swallow tail, suspended from a rope, wire or string, usually in series, and designed to move in the wind and which is not permanently affixed to a sign support.

Portable changeable copy sign. A transportable sign, whether on attached wheels or otherwise, of durable construction, skids, legs, or framing, including trailers and searchlights, the principal intent of which is for advertising or promotional purposes, and which is not designed nor intended to be permanently affixed to a building, other structure, or the ground. A portable sign that only has its wheels removed shall be considered a portable sign.

Poster size enclosure sign. A metal or plastic frame with or without glass or Plexiglas and which can be secured or locked (not to exceed three feet in length, four feet in height, and five inches in depth (3' x 4'

x 5"))), and is affixed to the outside of a building, which permits an individual to insert a paper advertisement into the enclosure for outside display and regularly change out the paper display. It is the intent of the city council for such poster size enclosure signs to be similar to the enclosures typically and traditionally used to display movie posters outside of movie theaters.

Premises. A lot or tract within the city or its ETJ, and contiguous tracts in the same ownership, which are not divided by any public highway, street, alley, or right-of-way.

Refacing. Updating or replacing the external facing (visible surface) of an existing sign while leaving the structural components in place.

Residential area. Any property within the city limits which is zoned for residential use. Any unzoned property within the city limits, or any property within the city's ETJ, which is vacant, in any form of agricultural use, on which a residence is the principal use, and any portion within 200 feet of any such property.

Responsible party. The owner of the property upon which the sign is located, the lessor of the property, and/or the owner of the sign.

Sail, teardrop, feather, or bow banner. A self-supported wing, feather, blade, cone, or rectangular shaped flag mounted on a flexible pole.

Seasonal decorations. Various displays including lighting which are a nonpermanent installation celebrating national, state, and local holidays, religious or cultural holidays, or other holiday seasons.

Sign. Any medium for visual communication or its structure used or intended to attract the attention of the public.

Sign code application area. The corporate limits of the city and the area of its extraterritorial jurisdiction as defined by Texas Local Government Code section 42.021.

Sign, changeable electronic variable message (CEVMS). A sign which 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. A CEVMS sign 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.

Single commercial building. A structure containing a single commercial establishment, office, business, school, church, nonprofit organization, charity, or government agency.

Snipe sign. A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public right-of-way or on any private property without the permission of the property owner.

Stadium/arena/sports complex signage. Signs within a stadium, open-air theater, or arena which are designed primarily to be viewed by patrons within such structure or complex.

Street banner. A banner suspended above a right-of-way.

Structural component. Any part of the sign which is designed to support the sign, including but not limited to, the frame, pole, base, supports or foundation.

Temporary sign. Not permanent; signs meant to be exhibited on a limited basis as outlined in this

article.

Trailer sign. A permanent or temporary sign affixed to a trailer. The primary purpose of said display is to attract the attention of the public to the subject matter advertised on the sign rather than to serve the customary identification purpose of said trailer.

Variance. Written approval to depart from the strict application of the provisions of this article.

Vehicular sign. A permanent or temporary sign affixed to a vehicle. The primary purpose of said display is to attract the attention of the public to the subject matter advertised on the sign rather than to serve the customary identification purpose of said vehicle.

Wall sign. A sign attached to and extending not more than twelve (12) inches from the wall of a building. This definition includes painted, individual letters, and cabinet signs.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.005; Ordinance 419 adopted 1/3/2023)

§ 3.07.006. Enforcement; penalties; civil remedies.

- (a) Generally. The city shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to suit for injunctive relief as well as prosecution for criminal violations.
- (b) Criminal prosecution: penalty. Any person violating any provision of this article shall, upon conviction, be fined a sum not exceeding \$500.00, except that the fine for a violation that relates to fire safety, zoning, or public health and sanitation may not exceed \$2,000.00. Each day that the provision of this article is violated shall constitute a separate offense. An offense under this article is a class C misdemeanor.
- (c) Civil remedies. Nothing in this article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following:
 - (1) Injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article;
 - (2) A civil penalty up to \$250.00 a day, except that a fine for a violation that relates to fire safety, zoning, or public health and sanitation may not exceed \$1,000.00, when it is shown that the defendant was actually notified of the provisions of this article and after receiving notice committed acts in violation of this article or failed to take action necessary for compliance with this article; and
 - (3) Any and all other available relief allowed by law.
- (d) Removal of sign.
 - (1) In addition to remedies otherwise provided in this article, whenever the city has evidence of a sign which after the effective date of this article was constructed, reconstructed, placed, installed, repaired, maintained, relocated, altered, or used in violation hereof, or is otherwise in violation hereof, the city council or the code enforcement officer shall require the party responsible for such sign to remove it. If the responsible party fails to remove the sign within 72 hours after being notified to do so or if it appears to the city council or the code enforcement officer that the sign poses an immediate danger to the public, then such sign may be removed by the city and the city's actual cost of removal shall be charged to the responsible party. Any sign so removed shall be impounded and shall not be returned to the party responsible until all

applicable charges are paid. If any sign remains unclaimed for a period of more than thirty (30) days, the city may destroy, sell, or otherwise dispose of the sign.

- (2) The city shall have the authority to immediately remove and dispose of signs deemed in violation of this article, if such signs are placed on or attached to trees, utility poles, or pedestals, or located on any public land or public right-of-way. The city may enforce this section without notice and without returning the removed signs to the responsible party.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.006; Ordinance adopting 2023 Code; Ordinance 419 adopted 1/3/2023)

§ 3.07.007. Variances.

(a) Application; fee.

- (1) Any person, business, or other organization desiring to continue to construct, reconstruct, place, install, relocate, alter, or use any sign which does not conform to the provisions of this article may make application to the city council for a variance to the provisions of this article. The application will be reviewed at the next regularly scheduled city council meeting. The application shall be filed with the code enforcement officer, accompanied by the appropriate fee established by city council, and conform to all requirements established in section **3.07.009** of this article relating to sign permit applications.
- (2) The fee shall be as established and adopted by the city council and on file with the city secretary and shall not be refundable.

(b) Request for variance after permit denial. Within ten (10) days after denial of a sign permit by the code enforcement officer or the city council, an applicant may file a written request for a variance with the city council.

(c) Time limit for action by board. Unless an extension or postponement is sought by the applicant, the city council must consider and take action on the written request for a variance within forty-five (45) days of receipt of the filing of the appeal.

(d) Standards for approval. The city may approve a variance only if it makes affirmative findings, reflected in the minutes of the city council's proceedings, as to all of the following:

- (1) The variance will not authorize a type of sign which is specifically prohibited by this article;
- (2) The variance is not contrary to the public interest;
- (3) The spirit and purpose of this article will be observed, and substantial justice will be done; and
- (4) The applicant has not sought a variance from the city council within the past twelve (12) months.

(e) Conditions. The city council may impose such conditions or requirements in a variance as are necessary in the council's judgment to achieve the fundamental purposes of this article. A violation of such conditions or requirements shall constitute a violation of this article. A variance, if granted, shall be for a specific event, use, or other application of a business and shall not continue with the property. If a variance is granted and the sign so authorized is not substantially under construction within three (3) months of the date of approval of the variance, the variance shall lapse and become of no force or effect.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.007; Ordinance 419 adopted 1/3/2023)

§ 3.07.008. Exemptions for certain types of signs.

The following are exempt from regulation under this article:

- (1) Any sign attached to a window or door of a building.
- (2) Commemorative plaques and historical markers mounted on the face of a building or erected on a site as a freestanding monument sign when placed or approved by a governmental entity, historical society, religious organization, or other nonprofit entity to commemorate a person, event, or other matter of historical interest.
- (3) Any sign installed or required to be installed by any governmental entity or public utility to give information, directions, or warnings to the general public, regardless of the sign's location on public or private property.
- (4) Historic signs.
- (5) Signs within a stadium, open-air theater, or arena which are designed primarily to be viewed by patrons within such structure or complex.
- (6) Seasonal decorations.
- (7) Decorative/vintage signs, in residential districts only.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.008; Ordinance 419 adopted 1/3/2023)

§ 3.07.009. Permit required; issuance; fee.

(a) Permit required; fee.

- (1) Except as otherwise provided in this article, no person may construct, reconstruct, place, install, or relocate any sign without first obtaining a sign permit from the city. Changing of the complete sign message, alterations to the sign, or major repairs (replacement of more than twenty (20) percent of the original sign) shall not be considered normal maintenance and will require a permit. Each application for a sign permit must be accompanied by the appropriate fee established by the city.
- (2) The permit fee for signs shall be as established and adopted by the city council and on file with the city secretary and shall not be refundable.
- (3) No permit will be issued for a proposed sign that will cause the aggregate of all signs on the property to exceed the square footage allowed for in this article.

(b) Expiration. Properly issued permits shall expire as provided by law.

(c) Application.

- (1) A person proposing to erect or display a sign shall file an application for permit with the city secretary. The application must be made on a form provided by the city and shall contain and have attached to it the following information:
 - (A) Name, address and telephone number of the applicant;
 - (B) Name, address, telephone number, and firm of the person erecting the sign;
 - (C) If the applicant is not the owner of real property where the sign is proposed to be

erected, written consent of and name, address, and telephone number of the property owner and a copy of the executed lease agreement;

- (D) Location of the building, structure, address, or legal lot and block to which or upon which the sign is to be attached or erected;
 - (E) A site plan indicating position, height, and size of the proposed sign and other existing advertising structures on the property in relation to nearby buildings or structures, north arrow and scale of drawing, property lines, curblines, adjacent streets, alleys, curb cuts, and setback clearance zone;
 - (F) Specifications for the construction and display of the sign;
 - (G) Copy of stress diagrams or plans, when needed, containing information as to safety and structural integrity of the sign. The city assumes no liability for safety and structural integrity of any sign;
 - (H) Statement indicating whether the sign will require electricity. If so, the sign must comply with the National Electrical Code, or any successor code as may be adopted and amended by the city;
 - (I) Copy of the permit approved by the state department of transportation, the state transportation commission, the county or successor agencies, if state law requires a state permit;
 - (J) Date on which the sign is to be erected or displayed;
 - (K) Any variance or special use permit that will be requested; and
 - (L) Such other information as the city requests to show full compliance with this article and all other standards of the city.
- (2) The city is not required to act upon a permit application until it is deemed by the city to be administratively complete.
- (d) Approval or denial; appeals.
- (1) The code enforcement officer shall promptly review an administratively complete application upon receipt and upon payment of applicable fees by the applicant. The code enforcement officer shall grant or deny an administratively complete permit application within forty-five (45) days after the date that the application was administratively complete, including the payment of all fees. The code enforcement officer shall examine the application, plans, and specifications and may inspect the premises upon which the proposed sign shall be erected, as needed. The code enforcement officer shall issue a permit if the proposed sign complies with the requirements of this article and all other regulations of the city, to include building, electrical, or other similar codes adopted by the city. If the code enforcement officer denies a permit, the code enforcement officer shall state the reasons for the denial in writing and shall mail a certified letter or hand deliver to the applicant stating the reasons for the denial.
 - (2) Any applicant whose permit application is denied by the code enforcement officer may appeal the denial to the city council. Such an appeal must be filed, in writing, with the city secretary, within ten (10) days after receipt of the denial. The city council shall review the denial and determine if the code enforcement officer incorrectly concluded the proposed sign did not comply with the requirements of this article and all other regulations of the city. If the code enforcement officer fails to grant or deny any application by the forty-fifth day after the application is administratively complete, the applicant may appeal the refusal to grant or deny the application to the city council as if it were a denial.

- (e) Modifications. After a sign permit has been issued by the code enforcement officer or at the direction of the city council, it shall be unlawful to change, modify, alter or otherwise deviate from the terms and conditions of the permit without prior written approval by the code enforcement officer or the city council.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.009; Ordinance 419 adopted 1/3/2023)

§ 3.07.010. Exemptions from permit requirement.

The following are exempt from the requirement to obtain a permit, provided that they comply with all other provisions of this article and other ordinances of the city. Signs shall be allowed without a permit as follows:

- (1) General provisions. Temporary residential signs are exempt from the requirement to obtain a permit, provided that they comply with all other provisions of this and other ordinances of the city. Signs shall be allowed without a permit as follows:

- (A) A person exercising the right to place temporary residential signs on a property as described in this [section] must limit the number of signs on the property at any one time to 42.3
- (B) Unless otherwise stated, the sign face of any exempt temporary residential sign must not exceed six (6) square feet.

- (2) Temporary Banner Signs are exempt from the requirement to obtain permit, provided that:

- (A) They are displayed as part of a Market Day event coordinated by the Chamber of Commerce or Bandera Business Association;
- (B) They are removed immediately following the close of the Market Day event; and
- (C) They comply with §3.07.012 (F)

- (3) Signs displayed by approved Trades, Food or Cottage Law vendors are exempt from the requirements to obtain a permit, provided that:

- (A) They are only displayed during the time from of their approved vendor permit;
- (B) They are removed during hours of non-operation; and
They are not prohibited under §3.07.013
- (C)

- (4) Any sign attached to a window or door of a building provided that the sign is not prohibited under §3.07.013.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.010; Ordinance 419 adopted 1/3/2023)

§ 3.07.011. General regulations.

- (a) Historic signs. Historic signs existing prior to the effective date of this article that are part of the unique architectural, historic, or scenic characteristics of the building, that enhance its visual character, and that are compatible with the building shall be allowed to remain in place after the effective date of this article.
- (b) Prohibited locations and other restrictions. This section shall apply to all signs located within the city

limits or the city's ETJ, with the exception of those referenced in section **3.07.008**. No sign or part of a sign shall:

- (1) Be placed on or attached to any utility pole or pedestal, except by a utility company owning the pole or pedestal or operating facilities mounted on the pole or pedestal;
 - (2) Be placed upon real property without the consent of the property owner;
 - (3) Be located in, on, or over any right-of-way, except for directional or informational signs erected by government agencies. Any such sign, other than informational signs erected by government agencies, shall constitute a nuisance;
 - (4) Be located so that it blocks vehicle or pedestrian views and/or safe sight distances at any intersection, curve, or corner. This includes signs located on private property. Any such sign shall constitute a nuisance;
 - (5) Imitate or resemble an official traffic-control device or railroad sign or signal, attempt to direct the movement of traffic, or hide from view or hinder the effectiveness of an official traffic-control device or railroad sign or signal. Any such sign shall constitute a nuisance;
 - (6) Be placed closer than ten (10) feet to the edge of a road surface. Exception: Monument signs that are placed in the center of a divided roadway as an island or pole mounted signs administratively determined to be safer in a proposed location even when said location is closer than ten (10) feet to the edge of the road surface;
 - (7) Have unreasonably bright flashing lights or other distracting features. This does not include signs with slowly changing messages such as time or temperature;
 - (8) Be located so that it is on, or in any way obstructs, any sidewalk, walkway, or pathway used by the public for normal pedestrian access. Any such sign shall constitute a nuisance; or
 - (9) Be located closer than 10 feet to any power line. Any such sign shall constitute a nuisance.
- (c) Required signage. The following signs are an important component of measures necessary to protect the public safety and serve the compelling governmental interest of protecting traffic safety, serving the requirements of emergency response and protecting property rights or the rights of persons on property and are therefore authorized under section **3.07.015** [section **3.07.008**] in every district and do not count against a property's maximum signage square footage:
- (1) Traffic-control devices on private or public property and directional signs, including but not limited to, signs depicting one-way traffic, entrances, and exits, which are not greater than ten (10) square feet per sign that are erected and maintained to comply with the manual on uniform traffic-control devices adopted in this state.
 - (2) Each property owner must mark their property using numerals that identify the address of the property so that public safety departments can easily identify the address from the public street. Where required under this code or other law the identification must be on the curb, if such exists, and may be on the principal building on the property. The size and location of the identifying numerals and letters if any must be proportional to the size of the building and the distance from the street to the building and in no case larger than three square feet. In cases where the building is not located within view of the public street, the identifier must be located on the mailbox or other suitable device such that it is visible from the street.
 - (3) Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property.

- (d) Flags. A flag that has been adopted by the federal government, state or a local government or school district may be displayed as provided under the law that adopts or regulates its use.
- (e) Lessor rights. For purposes of this article the lessor of a property is considered the property owner as to the property the lessor holds a right to use exclusive of others (or the sole right to occupy). If there are multiple lessors of a property, then each lessor must have the same rights and duties as the property owner as to the property the lessor leases and has the sole right to occupy and the size of the property must be deemed to be the property that the lessor has the sole right to occupy under the lease.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.011; Ordinance 419 adopted 1/3/2023)

§ 3.07.012. Size, number and design.

When determining whether to issue a permit, the following regulations apply:

(1) Signs on property in other than residential areas.

(A) Single commercial building.

- (i) ~~Signs on the facade and each side of a building shall not exceed forty-eight (48) square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least thirty (30) pounds per square foot and support the weight of the sign.~~ 10% of the total façade square footage.
- (ii) One free-standing sign per premises may be permitted that does not exceed fifty (50) square feet in area. The maximum height of such a sign shall not exceed fifteen (15) feet. If the commercial establishment borders two (2) or more streets then an additional freestanding sign will be permitted on the secondary street.
- (iii) One additional freestanding sign not to exceed fifty (50) square feet in area may be permitted for premises with frontages of one hundred and forty (140) feet or more.
- (iv) A premises that displays a monument sign may increase its size to one hundred (100) square feet.
- (v) A maximum of two poster size enclosure signs may be permitted on a single commercial building.
- (vi) Additional signs may be installed if a commercial establishment chooses to reduce the square footage of the other onsite signage so that the total onsite square foot area of all signage does not exceed that authorized by this section.

(B) Commercial complex.

- (i) Signs on the facade or on the side of a building identifying the complex may not exceed forty-eight (48) square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least thirty (30) pounds per square foot and support the weight of the sign.
- (ii) Signs on the facade or on the side of a building identifying a business within a commercial complex may not exceed forty-eight (48) square feet.
- (iii) One freestanding sign per premises may be permitted that does not exceed one hundred twenty-eight (128) square feet in area. The maximum height of such a sign shall not exceed fifteen (15) feet. If the commercial establishment borders two (2) or more streets

then an additional freestanding sign will be permitted on the secondary street.

- (iv) If the structure of a freestanding sign contains or supports more than one (1) sign, then each sign shall be of the same construction.
- (v) One additional freestanding sign not to exceed seventy-five (75) square feet in area may be permitted for premises with frontages of one hundred and forty (140) feet or more.

(vi) A premises that displays a monument sign may increase its size to one hundred fifty (150) square feet.

(C) A-frame signs.

(i) Shall be restricted to a single sign no larger than 2'x3'; and

(vi)(ii) Shall not be placed in a pedestrian pathway, roadway, or block a fire lane.

(G)(D) Awning signs.

~~(i) A sign that is painted or applied directly on an awning.~~

(ii) An awning sign is not defined as a projecting sign, canopy sign, or a wall sign.

(iii) Awning signs are permitted to the extent provided hereinbelow:

- a. An awning shall have a minimum clearance of eight feet above any sidewalk/pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.
- b. In cases where a sign applied to an awning, or a portion of a sign applied to an awning, is composed only of letters, figures, or other characters standing against the surface of an awning, then the sign face area is the area of the smallest simple imaginary figure (circle, triangle, rectangle, or other) which fully contains the sign content.
- c. Maximum size/area: Not to exceed 75 percent of the awning's vertical surface area; the copy/artwork on an awning sign shall not exceed the area and size that are allowed for a wall sign on the wall upon which it is attached, and the total combined area of wall signs and awning signs on any wall surface shall not exceed the area and size allowed for a single wall sign.
- d. One-half (1/2) of the area of an awning sign shall be counted toward the limit on the total area of wall signs on the wall to which the awning is attached.
- e. Consistency: The sign shall be consistent with the character and intent for the city as described in the city's comprehensive plan.

(D)(E) Temporary inflatable signs. Business-related inflatable signs with a volume no greater than twenty-seven (27) cubic feet may be permitted but may not be displayed for more than fourteen (14) days in succession and must be removed no more than three (3) days following any event to which they relate. Such signs may not be placed on any site more than two (2) times within a twelve (12) month period.

(E)(F) Temporary banner signs.

- (i) Banners must be kept in good repair throughout the time of their display;
- (ii) No more than one banner may be displayed at any one time at an establishment;

- (iii) Banners may not exceed eighteen (18) square feet in area;
- (iv) Banners may not be displayed for more than fourteen (14) days in succession and must be removed no more than three (3) days following any event to which they relate. Such banners may not be placed on any site more than five (5) times within a twelve (12) month period;
- (v) On-premises banners that announce the location or relocation of newly located or relocated businesses are permitted. The banner may be exhibited during a period of no more than forty-five (45) days commencing at the time that the temporary banner permit is issued. Such banners may not exceed eighteen (18) square feet in area; and
- (vi) Banners for commercial purposes may not face a residential area.

(G) Temporary sail, teardrop, feather or bow banner signs.

- (i) Shall be no more than 8' tall and a maximum of 24sf.; and
- (ii) Shall not be displayed for more than fourteen (14) days in succession and must be removed no more than three (3) days following any event to which they relate. Such banners may not be placed on any site more than five (5) times within a twelve (12) month period.

(H) Neon signs.

- (i) Tubes containing neon or other electrically charged gas shall be encased so that any breakage or rupture is contained;
- (ii) Neon signs and LED neon signs shall not flicker; and

~~(vi)~~(iii) Neon signs and LED neon signs shall only be located in Place Types P4 & P5.

~~(F)~~(I) New business temporary signs. Temporary signs constructed of wood, metal, or other solid material type announcing the locating or relocating of a newly located or relocated business are permitted. The sign shall not exceed forty-eight (48) square feet in area nor be more than eight (8) feet high. The sign shall not be illuminated or have any moving elements. The sign shall be exhibited during a period of no more than twelve (12) months commencing at the time

the temporary sign permit is issued. The sign must be removed within (3) days upon the installation of the permanent sign.

~~(G)~~(J) Sign, changeable electronic variable message, digital/dynamic signage, EMC's, (collectively herein CEVMS).

- (i) One (1) CEVMS is permitted per site or multi-tenant complex and shall only be allowed as part of a permanent freestanding or wall sign.
- (ii) The CEVMS portion of a freestanding sign may be no higher than twelve (12) feet above existing ground level.
- (iii) The CEVMS portion of a sign may not exceed twenty-four (24) square feet in area.
- (iv) CEVMS must be set at least ten (10) feet from all property lines.
- (v) CEVMS portion of a sign will have its area calculated at a rate two (2) times that of other signs.
- (vi) No temporary sign is allowed on a site or multi-tenant complex if a CEVMS is utilized that

is capable of displaying more than twelve (12) characters at one time or more than five (5) characters in a row. Double-faced electronic changeable copy signs shall be allowed up to twelve characters on each sign face.

(vii) CEVMS must be permanently mounted to the ground or a structure.

(viii) To be permitted under this section, a CEVMS must meet the following standards:

~~(H)~~

~~a.~~

~~b.~~

~~c.~~

~~d.~~

~~e.~~

~~f.~~

~~g.~~

~~h.~~

Murals.

a. The sign may not be illuminated by a flashing light or a light that varies in intensity. The sign may not have a display surface that creates the appearance of movement.

b. The sign must not operate at an intensity level of more than 0.3 footcandles over ambient light as measured at a distance of 150 feet.

c. The sign must be equipped with a light sensor that automatically adjusts the intensity of the sign according to the amount of ambient light.

d. The sign must be designed to either freeze the display in one static position, display a full black screen or turn off in the event of a malfunction.

e. The change from one message to another message may not be more frequent than once every thirty seconds and the actual change process must be accomplished in two seconds or less.

f. The sign must be fully compliant with the city outdoor lighting regulations, if any.

g. Located on property within the P5 place type that does not face or abut property within a P3 place type, and within the outpost or gateway districts as identified on the master plan and zoning map.

(K) Murals.

(i) A permit must be obtained for a mural, and the application must include a detailed rendering of the proposed mural including content, colors, and type of paint/material, and a plan for maintenance after completion.

(ii) A mural must be compatible with the architectural and aesthetic components of the building, not detract from the character of the district in which it is located, and not be detrimental to the public health, safety, and welfare.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.012; Ordinance adopting 2023 Code; Ordinance 419 adopted 1/3/2023)

§ 3.07.013. Prohibited signs.

The following signs are prohibited within the city or its ETJ:

- (1) Abandoned/obsolete signs.
 - (A) A sign that advertises a product, service, or business no longer available or in operation or not being maintained for a period of one (1) year after the cessation of a product, service, or business at said location (or, in the case of leased premises, two (2) years after the most recent tenant ceases to operate on the premises) shall be presumed abandoned.
 - (B) If a sign is determined to be abandoned and/or obsolete under this article by the code enforcement officer, sign(s) shall be removed by the owner/lessor of the property. The city may agree with the owner/lessor of the sign(s) or sign structure to remove only a portion of the sign(s) or sign structure.
- (2) Beacons.
- (3) Billboards.
- (4) Flashing signs.
- (5) Portable changeable copy signs.
- (6) Satellite dishes. Any type of satellite dish whose primary use is for advertising, rather than to serve the customary purpose.
- (7) Trailer signs.
- (8) Vehicular signs. When the vehicle is used with the intent to substitute a stationary sign instead of to be used as vehicle or when a sign is erected in the bed of a truck or on the roof of a vehicle and intended to advertise a business, person, or event. Vehicle signs which are either painted onto the body of the vehicle for advertising purposes or are affixed to the vehicle by magnetic means for advertising purposes are permitted.
- (9) Snipe signs.
- ~~(10) Temporary sail, teardrop, feather or bow banner signs.~~
- (11) Pennants.
- (12) Obscene or pornographic signs that exhibit statements, words, or pictures as determined by the city council in applying city community standards. As used herein, city community standards means: Whether to the average person, applying contemporary community standards, the dominant theme of the material, taken as a whole, appeals to the prurient interest.
- (13) Other signs:
 - (A) Painted on any roof surface or installed so that it faces contiguous residential property;
 - (B) That are placed upon a building or structure in a manner which would disfigure, damage, or conceal any significant architectural feature or detail of the building;
 - (C) That are brighter than necessary to permit the sign to be read from a reasonable distance. No sign shall be illuminated to such intensity or in such a manner as to cause glare or brightness to a degree that it constitutes a traffic hazard;
 - ~~(D)~~ That are hung with less than 7-1/2 feet of vertical clearance above the sidewalk, or less than eighteen (18) feet of vertical clearance above the street, drive, or parking area (this applies to any part of a sign, including mounting fixtures and supporting structures, which is mounted above or projects over any sidewalk, street, drive, or parking area, whether on public or private land);
 - ~~(E)~~ Any other signs not specifically authorized under this article.

~~(D)~~

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.013; Ordinance 419 adopted 1/3/2023)

§ 3.07.014. Maintenance; nuisances.

(a) Sign maintenance. All signs must be maintained ~~in a structurally safe condition and~~ in good repair at all times. No permit shall be required for the normal maintenance of any existing sign or repainting of the original sign message, provided that the area of the sign is not enlarged, the height of the sign is not increased, the location of the sign is not changed, and the content of the sign does not materially change. Changing of the complete sign message or, alterations to the sign, ~~or major repairs (replacement of more than twenty (20) percent of the sign to the original condition)~~ shall not be considered normal maintenance and will require a permit. All signs shall be kept neatly painted or otherwise maintained, including all metal parts and supports thereof that are not galvanized or of rust-resistant material. The code enforcement officer shall inspect and have authority to order the ~~painting, repair, alteration, or removal of a sign that constitutes a nuisance or a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, or obsolescence~~ of any sign within the jurisdiction of this ordinance.

(1) Changing of the sign message (limited to signs originally designed with removable letters) is limited to changing messages without changing the sign or its components and is considered to be normal maintenance.

(b) Sign repair. All signs must be maintained in a structurally safe condition and in good repair at all times. Major repairs (replacement of seventy-five (75) percent or more of the sign to its original condition) shall not be considered normal maintenance and shall require a permit. The code enforcement officer shall inspect and have authority to order the repair or removal of a sign that constitutes a nuisance or a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

(a)(1) A sign shall be considered destroyed if more than 75% of the sign is deteriorated or damaged. If the sign is determined to be destroyed by the code enforcement officer, it must be removed by the responsible party without compensation by the city within ten (10) days of the determination.

(b)(c) Maintenance of area around sign. The area around the sign shall be kept clean at all times by cutting vegetation around the sign and the supporting structure.

(e)(d) Nuisances.

- (1) A sign shall constitute a nuisance if it causes injury or threatens to injure the public health, peace, or comfort or is a nuisance per se under the law and is declared to be a nuisance by the code enforcement officer pursuant to this article. The code enforcement officer shall notify, by certified mail or hand delivery, the responsible party of any sign that constitutes a nuisance in order to allow the responsible party the opportunity to cure such nuisance. The responsible party shall cure such nuisance by repair or remove the sign or may seek an appeal of the nuisance determination to the city council within ten (10) days of receipt of the notice. Any appeal must be filed, in writing, and received by the city secretary no later than the tenth (10th) day after receipt of the notice of nuisance.
- (2) If the responsible party chooses not to take the instructed action or institute an appeal, the city may remove the sign, to the extent necessary to abate the nuisance. The city may charge to the responsible party all costs associated with the sign's removal.
- (3) The city may not remove any sign declared to be a nuisance if an appeal of the nuisance determination is pending. If the city council does not issue a ruling within thirty (30) days after a

written appeal is filed with the city secretary, the code enforcement officer's determination of a nuisance shall be deemed affirmed. Any determination that a sign does not constitute a nuisance does not prejudice the city, foreclose or prevent a later determination a sign is a nuisance.

~~(e)~~(e) Imminent hazards. Any sign which in the judgment of the city council or the code enforcement officer has become an imminent hazard to public health and safety shall be removed by the responsible party without delay. Notice of the existence of the hazard shall specify the maximum time which may be allowed for repairs or removal, and the notice may be served upon the responsible party by any means available. A sign which constitutes an imminent hazard and is not repaired or removed within the time specified in the notice may be removed by the city. The city may charge to the responsible party all costs associated with the sign's removal.

~~(e)~~(f) Removal and impound fees; disposal of impounded signs. The cost of removal and an impound fee as established in appendix A [sic] to this code for the storage of any removed sign shall be charged to the responsible party. If a sign has been removed by the city and the sign remains unclaimed for a period of thirty (30) days, the city may destroy, sell, or otherwise dispose of the sign.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.014; Ordinance adopting 2023 Code; Ordinance 419 adopted 1/3/2023)

§ 3.07.015. Nonconforming signs.

(a) Transfer to new owner or other location. Nonconforming signs are not transferable to a new owner and may not be transferred to another location within the city municipal limits or ETJ without such signs first being brought into full compliance with all requirements of this article, including obtaining a properly authorized permit.

(b) Removal of destroyed or deteriorated signs. A nonconforming sign shall be considered destroyed if ~~the cost of repairing the sign, after a part of it has been destroyed or deteriorated, is more than 60 percent of the cost of erecting a new sign of the same type at the same location. It shall be the responsibility of the responsible party to supply the city with a quote from a reputable sign company that shows the replacement value and the cost to restore the sign to full compliance upon request by the city council or the code enforcement officer within fifteen (15) days of said request~~ more than 75% of the sign is deteriorated or damaged. The code enforcement officer shall inspect and have authority to order the repair or removal of a sign that constitutes a nuisance or a hazard to safety, health or public welfare by reason if inadequate maintenance, dilapidation or obsolescence. If the sign is determined to be destroyed by ~~the city council or the code enforcement officer~~, it must be removed by the responsible party without compensation by the city within ten (10) days of the determination. A replacement sign must fully comply with this article and shall require a permit to be obtained from the city at the set fee.

(c) Continuation of use. All nonconforming signs existing prior to the effective date of this article shall be allowed to remain in place without the requirement of a permit provided that they otherwise comply with ~~the twenty (20) percent repair standard, this section 3.07.015 (nonconforming signs), and with:~~

(1) Section **3.07.011** ~~(general regulations); and~~

(2) Section 3.07.014 (sign maintenance and nuisances).

~~(e)~~(d) Structural components. A non-conforming sign shall be brought into compliance when any structural component is replaced.

~~(d)~~(e) Temporary signs. Nonconforming signs existing prior to the effective date of this article that are of a type that are limited to a specified time period for use in this article must abide by those specified time periods beginning with the effective date of this article.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.015; Ordinance 419 adopted 1/3/2023)

§3.07.016 Exemptions from non-conforming

- a) Existing business refacing their existing, non-conforming sign shall not be required to bring the sign into compliance with the current article.
 - i. Shall comply with §3.07.014 (a)



**CITY OF BANDERA
CITY COUNCIL AGENDA REQUEST FORM
MEETING DATE: APRIL 22, 2025**

AGENDA ITEM: Discussion and possible action approving a professional services contract with Pape-Dawson Engineers, Inc. for assistance with the City's application for the Texas Department of Transportation Alternatives (TA) Grant.

SUBMITTED BY: Susan Hutcherson

BACKGROUND:

The Texas Department of Transportation (TxDOT) offers the Transportation Alternatives Grant (TA) to support projects that enhance pedestrian and bicycle infrastructure, improve access to transit, and promote non-motorized transportation options. The City intends to submit an application for TA funding to support infrastructure improvements that align with community mobility goals.

To ensure the City's application is competitive and comprehensive, staff recommends engaging Pape-Dawson Engineers, Inc. to provide professional services, including project scoping, cost estimating, preparation of required application materials, and coordination with TxDOT staff. Pape-Dawson Engineers, Inc. has the necessary expertise in transportation planning, engineering, and grant preparation to assist the City in this effort.

FINANCIAL:

There is a proposed services contract of \$35,180. (See attached)

REC:

City Staff recommends approval of this item.

April 7, 2025

Stan R. Farmer
City Administrator
City of Bandera, Texas
511 Main Street
Bandera, Texas 78003

Via E-mail: stan.farmer@banderatx.gov

Re: City of Bandera – SH 16 TASA Grant Support – Detailed Grant Application Support
Job No. 13664-01
Additional Services Request No. 01

Dear Mr. Farmer:

This letter is to request funding for additional services for the above referenced site. These services are considered above and beyond previously authorized work, and include the following:

- I. **FIELD RECONNAISSANCE (TASK 105)** (LUMP SUM) **\$4,000**
 - One (1) site visit to photo-document existing topographical features along TX 173/Main ST to create maps as attachments to include in the detailed application.
 - Collect field notes and measurements along Cherry St and project limit extension to Cedar St to update design and project limits shown on schematics.

- II. **DETAILED GRANT APPLICATION (TASK 292)** (LUMP SUM) **\$31,000**

Prepare detailed TA Grant application in coordination with the City to submit to TxDOT. Tasks include:

 - Prepare Progress Reports, invoices, and associated supporting documents monthly
 - Update Google Map of proposed project limits, alignment, constraints, and nearby features, as requested in the grant application and TxDOT or City comments.
 - Prepare Detailed Application and Attachments to include:
 - Attachment A – Project Location Information
 - Attachment B – Project Details
 - Updated Project Exhibit
 - Typical Sections
 - Site Photographs
 - Attachment C – Map 1 – Safety
 - Attachment D – Map 2 – Connectivity
 - Attachment F – Project Sponsor Resolution (Provided by City)
 - Attachment G – Public Outreach and Support (List of events and letters of support provided by City)
 - Attachment H – Maintenance Documentation (Provided by City)
 - Attachment I – Local Planning (Selected from existing published plans)

Mr. Stan R. Farmer
City of Bandera – SH 16 TASA Grant Support – Detailed Grant Application Support
ASR #1 (13664-01)
April 7th, 2025
Page 2 of 3

- Attachment K – Environmental Documentation (desktop review of constraints and summary of expected PS&E scope of work for Categorical Exclusion environmental documentation)
- Attachment L – Property Ownership/Acquisition (Provided by City)
- Attachment O – Project Timeline
- Itemized Construction Cost Estimate
- Detailed Preliminary Engineering (PS&E and Environmental) Costs

III. DIRECT EXPENSES (REIMBURSABLE EXPENSES) (TASK 503) \$180

- Direct expenses anticipated on the project for mileage associated with site visit study.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- ◆ *This proposal does not include the preparation of construction plans or documents.*
- ◆ *Topographic survey is not included.*
- ◆ *Attachment M – Signals, Beacons, and School Zones is not anticipated to be required but can be included for an additional fee.*
- ◆ *Traffic warrant study for a Rapid Flashing Beacon or a Pedestrian Hybrid Beacons is not anticipated to be required but can be included for an additional fee.*
- ◆ *Additional services required by the Client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Proposal assumes mileage will be billed as direct expenses.*

SUMMARY OF SCOPE AND FEES

I.	Field Reconnaissance	Task 105	Lump Sum	\$ 4,000
II.	Detailed Grant Application	Task 292	Lump Sum	\$ 31,000
III.	Direct Expenses (Reimbursable Expenses)	Task 503		\$ 180
			Total:	\$35,180

Notes:

- i. Tasks that are shown lump sum will be billed on a percent complete basis.***

A budget increase of **\$35,180** is the estimated cost of Pape-Dawson's current understanding of the additional services identified above. Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 12th day of December 2024.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Mr. Stan R. Farmer
City of Bandera – SH 16 TASA Grant Support – Detailed Grant Application Support
ASR #1 (13664-01)
April 7th, 2025
Page 3 of 3

Sincerely,
Pape-Dawson Consulting Engineers, LLC

ACKNOWLEDGED & ACCEPTED



Tyler Dube, P.E., RAS
Design Leader

Signature: _____

Print Name: _____

Title: _____

Date: _____

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**CITY OF BANDERA
CITY COUNCIL AGENDA REQUEST FORM
MEETING DATE: APRIL 22, 2025**

AGENDA ITEM: Discussion and approval of a Facility Use Agreement with the Bandera Business Association for the use of the Bandera City Park for the Day of the American Cowboy event on July 26, 2025.

SUBMITTED BY: Susan Hutcherson

BACKGROUND:

The Bandera Business Association is requesting the use of Bandera City Park for the National Day of the American Cowboy event, scheduled for July 26, 2025. This event celebrates Bandera’s Western heritage and draws residents and visitors to the community. Approval of the Facility Use Agreement will formalize the terms of park use, including event responsibilities, logistics, and insurance requirements.

FINANCIAL:

None

RECOMMENDATION:

Approval.

CITY OF BANDERA FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (this "Agreement"), dated as of July 26, 2025, is made and entered into by and between the CITY OF BANDERA ("City"), a Texas Municipal Corporation and General Law City, and BANDERA BUSINESS ASSOCIATION ("Licensee"), for the use of a City Owned Facility (the "Facility") under the terms and conditions contained in this Agreement and its attached Exhibits. This Agreement is not effective until executed by all necessary representatives of City. Until that time, this document merely constitutes Licensee's offer and application to use the Facility. Licensee's application must be accompanied by advance payment of applicable fees in order to be considered. The City will notify Licensee when the application has been accepted, transforming this document into a binding contract.

NOW, THEREFORE, for good, valuable, and mutual consideration, the sufficiency of which is hereby acknowledged, City and Licensee agree as follows:

1. License. City licenses to Licensee, and Licensee licenses from City, the right to use the City's Facility identified below for the following purpose and no other:

Facility Requested: Bandera City Park Sections A

Event Description: National Day of the American Cowboy

- 1.1 Permitted Use; Compliance with Law. Licensee may use Facility solely for the Event and in accordance with this Agreement's provisions. The use of the Facility for any other purpose is prohibited, unless written permission is first obtained from the City. Licensee shall not use, or suffer or permit any use of, Facility for any purpose or in any manner other than as contemplated by this Agreement. Permission to use the Facility will not be assigned to any other person or organization. This license to use Facility in no way implies surrender of City's rights to manage and supervise its property. This Agreement permits use of Facility and does not imply permission to use any other facility or grounds at City. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees and attendees of Licensee and the Event (whether paid or not), shall comply with all applicable federal, state and local laws, regulations, and ordinances.
- 1.2 Inclusion of Exhibits. **This Agreement incorporates Exhibit "A" (Depiction of Facility). Licensee acknowledges receipt of Exhibits "A" and agrees to be legally bound by the contents of the Exhibit.**
- 1.3 Term. Licensee shall be permitted to use Facility for a period beginning July 25, 2025, for setting up and July 26, 2025, at 8:00 a.m. until 5:00 p.m. (the "Use Period"). The Use Period shall not be extended for the occupancy or use of Facility or for the installation, storage, or removal of equipment without the prior written permission of the City.
- 1.4 No Firearms or Other Dangerous Objects. Licensee shall ensure that no firearms, or other potentially dangerous weapons or objects are admitted to the Facility.
- 1.5 Amplified Sound. Sound levels will be managed in order not to disturb other park patrons or the surrounding neighborhood. **The use of amplified sound (voice and/or musical instruments) is permitted on a limited basis. The City reserves the right at any time to require individual(s) reserving the Facility to reduce volume levels and/or eliminate all amplified sound as may be considered a nuisance to the adjacent neighborhood.**

2. Fees. There is no fee for the use of Facility by Licensee
- 2.1 Deposit. There is no deposit required by Licensee.
3. Party Contacts. Any notices required under this Agreement may be given in person or by mail and deemed delivered as of the date of personal delivery, or three (3) business days after postmarking, to the following addresses:
- City of Bandera
Attention: City Administrator
511 Main Street
Bandera, TX 78003
4. Condition of Facility.
- 4.1 At Delivery. **City makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, Facility, for any aspect of Licensee's intended use. Accordingly, Licensee acknowledges and agrees that Licensee has made an adequate investigation and inspection of Facility and its own determination regarding the suitability thereof for Licensee's intended use. Licensee further acknowledges and agrees that the Facility shall be delivered by City to Licensee "as is," "where is" and "with any and all faults," and without any representation or warranty of any kind (express or implied), including, but not limited to, representations and warranties as to merchantability and fitness for the use thereof for any particular purpose, and shall be used by Licensee for the Event at Licensee's own risk.**
- 4.2 Preservation. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), shall not (i) cause or allow to be caused anything that damages, mars or defaces the Facility or other City property or (ii) make or allow to be made any alteration of any kind to the Facility or other City property.
- 4.3 Damage. Licensee shall return the Facility to City after the Event in the same condition as when received, and shall reimburse City upon demand for any and all costs, expenses, charges or fees incurred in the clean-up, repair or replacement of damage to the Facility or other City property as a result of the acts or omissions of Licensee, or the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not).
- 4.4 Destruction, Condemnation or Taking. In the event that the Facility are wholly or partially destroyed, condemned or taken for public use, and either party reasonably believes that the Event should not be held, then such party may elect to terminate this Agreement by written notice to the other party. In the event of any such termination, neither party shall have any liability to the other party, either on account of the unavailability of the Facility or the failure to hold the Event there. City alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such destruction, condemnation or taking, and no part thereof shall accrue or be payable to Licensee.
5. Security. The City will provide security personnel necessary to maintain the Facility in a safe and secure condition. Such security levels shall be solely determined by the City.
6. Insurance. Licensee shall be required to provide a comprehensive public liability and indemnity insurance in an amount not less than \$1,000,000 in the aggregate, which policy or policies shall name City as an additional insured with the term coinciding with the dates of the Term of this Agreement. A

certificate of insurance must be attached to the fully executed Agreement for said Agreement to be considered complete and effective.

7. Advertising of Event. Licensee agrees that all advertising of the Event will be true and accurate. Furthermore, Licensee agrees that all news releases, publicity, material, radio or television announcements, publications or other such public notices issued shall refer to the Facility location only as the “City of Bandera Park”.
8. Private Advertising. The City controls the right of all private advertising at the Facility during the event. This right may be passed on to Licensee.
9. Concessions and Vendors. The City controls the right to sell concessions or permit vendors for all Events and may assign such right to Licensee.
10. Event Parking. The City controls all parking for the Facility.
11. Event admissions. The Licensee shall not charge for the event.
12. Electricity and Water. City will not charge for the use of Water and Electricity for the Event.
13. Portable Restroom Facilities. Based upon the projected number of attendees, the City reserves the right to require Licensee, at Licensee’s sole cost, to provide portable restroom facilities.
14. Miscellaneous.
 - 14.1 Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.
 - 14.2 Taxes. Licensee shall be solely liable and responsible for all federal, state and local taxes and fees arising in any way in connection with the Event or use of Facility. Licensee shall pay in full, prior to delinquency, any such taxes and fees, and such payment shall not be credited against any other amount payable by Licensee to City. In addition, Licensee shall be solely responsible and liable for timely filing any and all documentation relating thereto and shall comply with all applicable laws, rules, and regulations regarding the payment of taxes.
 - 14.3 Entire Agreement; Severability; Further Assurances. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provision, to the extent of such unenforceability, had not been incorporated herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.
 - 14.4 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of

conduct or otherwise, except in a writing duly executed by both parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver of any kind, and such party shall retain all available remedies regarding such breach or default.

- 14.5 Survival; Remedies Cumulative. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 6.1 above shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.
- 14.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Bandera County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is adjudicated) shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief that may be granted.
- 14.7 Right of Entry. City retains the right to enforce all necessary and proper rules of the management and operations of the Facility. A duly authorized representative of the City may enter the Facility at any time and on any occasion without any restrictions whatsoever.
- 14.8 Default. Should Licensee default in the performance of any of the terms and conditions of this Agreement, the City at its option may terminate the same and demand damages or demand specific performances hereof, and any deposit paid by Licensee shall be retained by the City considered as partial payment for liquidated damages. Notwithstanding anything herein to the contrary all obligations and liabilities of the City under this agreement are dependent upon the successful completion of the scheduled Event. If Licensee fails to complete the above scheduled event for any reason within the Licensee's control or responsibility, Licensee agrees at a minimum to the retaining of the deposit.
- 14.9 Headings; Counterparts. Headings in this Agreement are for convenient reference only and shall not be construed to affect the meaning of any of the provisions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties have duly executed and delivered this Agreement as indicated, with the effective date being the first date written above.

15. Indemnity

THE UNDERSIGNED DOES INDEMNIFY AND HOLD HARMLESS THE CITY OF BANDERA FROM AND AGAINST ANY AND ALL LOSS, COST (INCLUDING STATUTORY LIABILITY AND LIABILITY UNDER WORKERS COMPENSATION LAWS) IN CONNECTION WITH CLAIMS FOR DAMAGES AS A RESULT OF INJURY OR DEATH TO ANY PERSON OR DAMAGE TO ANY PROPERTY SUSTAINED BY THE INDIVIDUAL(S) USING THE FACILITY OR ANY AND ALL OTHER PERSONS WHICH ARISE FROM, OR IN ANY MANNER GROW OUT OF, ANY ACT OR NEGLIGENCE ON OR ABOUT THE FACILITY BY THE INDIVIDUALS USING THE FACILITY, GUESTS OR INVITEES.

LICENSEE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY:

Signature: _____

Print Name: _____

Title: _____

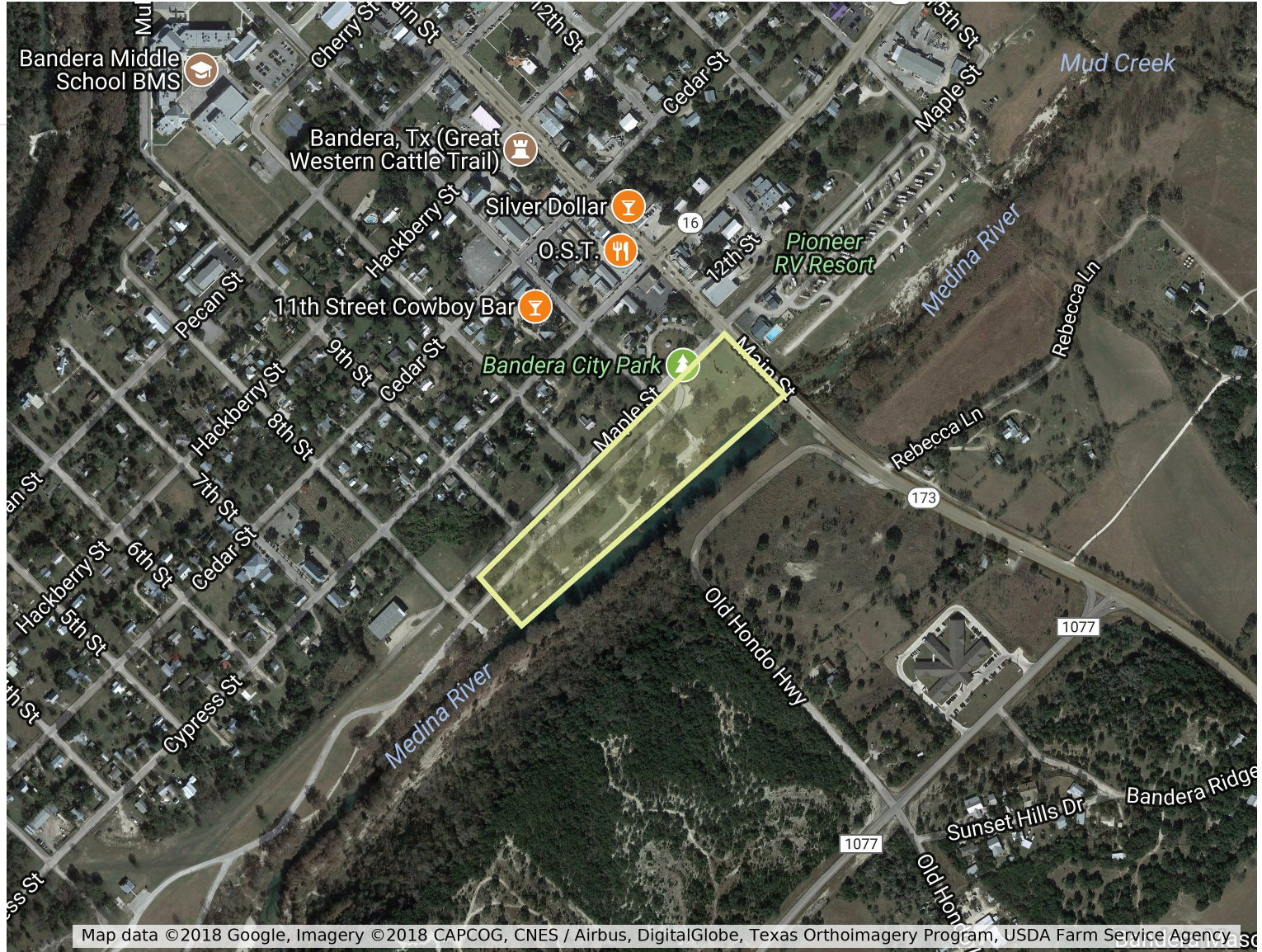
Date: _____

Copy of Bandera City Park

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 Park Area A

Section A





**CITY OF BANDERA
CITY COUNCIL AGENDA REQUEST FORM
MEETING DATE: APRIL 22, 2025**

AGENDA ITEM: Discuss and take possible action to approve Resolution 2025-016 authorizing the submittal of a Texas Rural Economic Development fund application to the Texas Department of Agriculture, committing local funds in the amount of \$100,000 to the selected project, and reaffirming civil rights policies as required by the program.

SUBMITTED BY: Susan Hutcherson

BACKGROUND:

The purpose of this agenda item is for the City Council to discuss and select a project for submission under the Texas Department of Agriculture (TDA) Rural Economic Development (RED) Grant Program – Phase II. The selected project will be included in the City’s Phase II grant application, due no later than April 30, 2025.

The RED Grant Program is intended to assist eligible rural communities in implementing public infrastructure and economic development projects that promote business expansion or retention, job creation, and community revitalization.

During Phase I of the application process, the City submitted a preliminary proposal and has since been invited to proceed with a full application. The City Council must now finalize the project selection, taking into consideration project priority, feasibility, community impact, and alignment with grant eligibility criteria: promote business expansion or retention, job creation, and community revitalization.

Projects for consideration with input from Traylor & Associates, the City’s grant administrator:

1. **Wastewater Treatment System Upgrades**
This project is not a viable candidate for this grant opportunity due to the high project cost, extended timeline, and lack of direct economic development impact. The project does not align with the program’s primary objectives.
2. **Bandera City Park Improvements**
This project is not eligible due to its location within a FEMA-designated flood zone.
3. **Water Conservation and Reclamation Program**
This project is not viable due to its lack of direct economic development impact and therefore does not align with the program’s primary objectives.
4. **Mobility and Accessibility Improvements**
This project has low viability due to the high project cost and anticipated timeline.

5. Historic Jailhouse and Courthouse Area Beautification

Traylor & Associates has identified this project as the most viable option for this grant opportunity. This project meets program objectives and would have a direct and meaningful impact on Bandera's economic development.

6. Education Center

This project has low viability due to the high initial and ongoing costs of constructing and operating an educational facility.

7. Medical Center

This project has low viability due to the high initial and ongoing costs of constructing and operating a medical facility.

FINANCIAL:

\$100,000 match in fiscal year 2026. The City will utilize in-kind services to lower the cash portion of the mandatory match.

RECOMMENDATION:

Approve a project for submission under the Texas Department of Agriculture Rural Economic Development Program. City Staff recommends the Historic Jailhouse and Courthouse Area Beautification as the most viable option and with the greatest impact on Bandera's economic development and tourism.

City of Bandera

Rural Economic Development Plan 2025-2035 Contract #CRP22-0178



FINANCED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE. The preparation of this document was financed through provisions of a Texas Community Development Block Grant Program (TxCDBG) grant from the U.S. Department of Housing and Urban Development.

4.1 Wastewater Treatment System Upgrades

Project Purpose & Need

The City of Bandera has one wastewater treatment facility, which lies along the western banks of the Medina River. Over the years, the facility has been flooded multiple times, sending untreated wastewater downstream. To meet current regulations, and to secure safe and reliable wastewater treatment in the future, Bandera must relocate the wastewater treatment facility outside of the 100-year floodplain.

A new wastewater treatment plant would assure business owners, residents, and visitors alike that their natural water sources are not at risk of contamination, and that their water utility services are not at risk during major flooding events.

Project Location

The existing facility at 548 Hwy 16 S falls within the 100-year floodplain and is not suitable for a new facility to be built on. Potential locations for the wastewater treatment plant will need to be near the existing site, but fully out of the 100-year floodplain.

Project Scope

The full Wastewater Treatment Plant project is to replace the existing facility with a new one at a new site. This endeavor is a multi-year project and began in 2022. While the funds provided through the RED grant will not cover the full cost of constructing a new facility, it can contribute through funding site selection, land acquisition, and start of process engineering fees. The construction costs of a facility of this scale are estimated to be nearly \$15 million.

CDBG Eligibility

Yes – this project benefits the economic stability of Bandera by maintaining a consistent level of service for wastewater treatment to all residents.

Timeframe

Since the timeline of completing a new wastewater treatment plant reaches beyond the planning period for this plan, important short-term milestones in the project can be completed. Land acquisition and initial engineering studies can be completed by 2028.

Funding and implementation

Due to the project's scale, multiple funding avenues will most likely be needed. Potential partners for this project could include the Bandera Economic Development Corporation (EDC), Texas Department of

Agriculture (TDA), Texas Water Development Board (TWDB), and the Texas General Land Office (GLO). Other avenues for grants and loans may be possible through other state funds and organizations. The City of Bandera would be responsible for the implementation of this project.

4.2 Bandera City Park Improvements

Project Purpose & Need

Currently, portions of Bandera City Park remain underdeveloped or underutilized by Bandera residents and visitors. Improvements to the usable public space provided through the park can increase usage of public goods and overall public health, while encouraging residents to take advantage of the natural resources and outdoor activities already provided by the park.

Project Location

Located south of the intersection of Maple St and Main St, Bandera City Park runs along the northwestern bank of the Medina River. A previously adopted park master plan (2014) noted potential improvements mostly focused along the portion of the park that fronts Maple Street. To keep in line with this plan and its recommendations, proposed improvements should be focused in this area (*see Figure 4A, next page*).

Project Scope

While there are many opportunities for additional facilities to be introduced to City Park, discussions during stakeholder meetings focused mostly on the development of an outdoor amphitheater or pavilion to be able to host small-scale events. Also considered were projects such as a splash pad, community pool, pickle ball courts, and improvements to the skate park. Cost of each of these projects vary, depending on the capacity desired for each project, materials, and labor cost associated with each project.

The development of a public amphitheater in Streetsboro, Ohio in 2021 projected costs for construction to be anywhere from \$1.75 to 3 million, specific for a venue that holds 1,200 to 1,800 patrons. Scaled down for the needs for Bandera and inflation, costs for construction could range from \$500,000 to \$1.2 Million depending on materials used and labor costs.

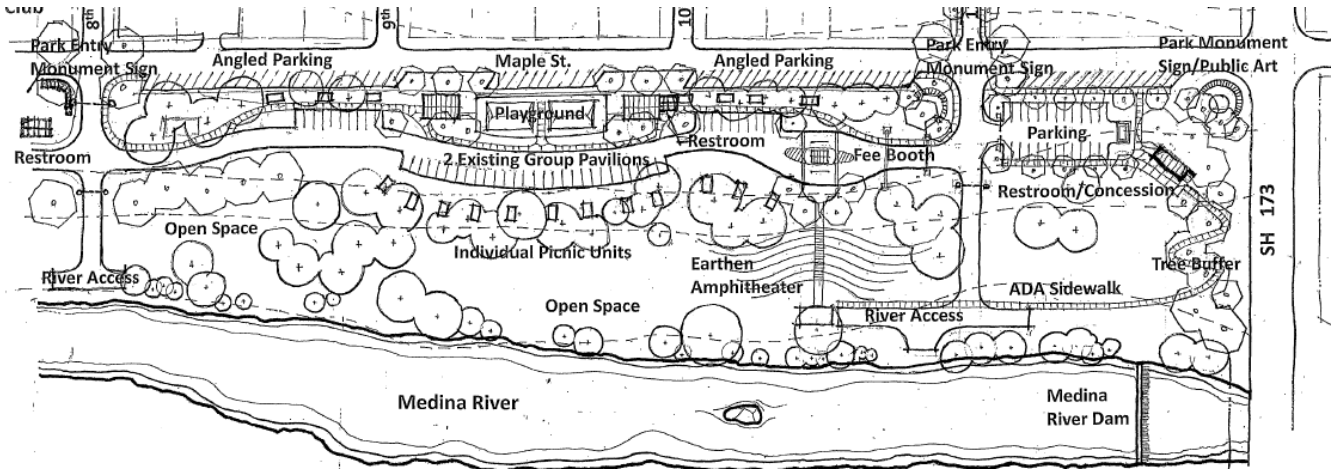


Figure 4A: 2014 Bandera Parks Plan, Phase 1 Rendering

CDBG Eligibility

By providing a beneficial and structured open space for residents of all means to use, providing a diverse array of job opportunities for the local workforce, and creating a venue that could bring an increase in tourism to the area, this project would meet grant requirements to serve low-to-moderate income residents, and has a high probability of being eligible for TxCDBG funding.

Timeframe

Projects of this scale – from planning to construction completion – have potential to take anywhere from two to five years depending on diligence, financing, and material availability for construction. Development of this project is projected to be completed around 2029.

Funding & Implementation

While it is possible to fully fund this project with CDBG funds provided through this grant, partnerships for any additional costs are possible for this project, with the potential to share costs between the EDC, city funds, and multiple state and federal grant funds.

4.3 Water Conservation and Reclamation Program

Project Purpose & Need

With increasing instances of long-term drought in the Texas Hill Country, Bandera will need to adjust avenues of water collection and consumption to preserve the area's natural water resources and aquifers. Creating a water conservation and reclamation program that incentivizes residents to build out on-site

rainwater collection and irrigation systems would reduce groundwater pulled and help maintain water supply during droughts.

Project Location

Mostly consisting of development for proper policy to build out the water conservation and reclamation program, a physical location for this project is non-specific and city-wide. If the city chooses to go the route of supplying rainwater collection supplies to participating residents, a location to store the supplies will need to be decided.

Project Scope

This project would include research and development of rainwater conservation and collection policies, which could be contracted out, or done by city staff and adopted as a city ordinance. This could include setting up financial systems for reimbursement, purchasing rainwater collection system supplies, and/or coordination with the local water utility to develop incentives. Rain barrels can be purchased for less than \$300/per barrel, and policy development would cost staff time and pay, or the cost of a consultant.

CDBG Eligibility

A water conservation and collection program has the potential to be eligible for CDBG funding. Incentivizing residents to contain rainwater on their own property takes stress off the existing water system, which could decrease bills for residents. On-site rainwater collection can also be used as a source of irrigation of productive gardens, which could increase accessibility to fresh produce for residents who may otherwise not have access.

Timeframe

This program can be developed and implemented in a relatively short time; program implementation can be completed by 2027.

Funding & Implementation

This program can be fully funded by TxCDBG funds provided through this grant and plan, and additional funds can potentially be applied to other projects approved by the city and TDA.

4.4 Mobility & Accessibility Improvements

Project Purpose & Need

To foster increased patronage to local businesses and attractions – both from residents and visitors – Bandera needs to increase accessibility for multiple modes of transportation near local activity centers. This will allow businesses to have more exposure and be more easily available to residents and visitors.

Project Location

While city wide mobility improvements would benefit all residents, focusing improvements in major activity centers that attract visitors daily would be ideal. Areas such as downtown commercial spaces, county government resource centers, and visitor centers are a few examples.

Project Scope

The mobility improvement projects would include ADA accessibility improvements, sidewalk construction, parking improvements, and equine trails and safety measures through the city. Specifically, the Cedar Street Horse Trail path would receive attention to build out pedestrian and equine trails and paths that are separated from vehicular traffic. Total costs will be dependent on the scale of the infrastructure improvements and the types of projects chosen.

CDBG Eligibility

Increasing accessibility for residents who have limited mobility or do not have dependable vehicular access provides more opportunities to engage in the local economy, reach necessary services and amenities, and removes barriers to accessing career opportunities.

Timeframe

Accounting for infrastructure improvement planning, potential land acquisition, and construction, building out these targeted mobility improvements have potential to be a short-term project completed mid-way through the planning period.

Funding & Implementation

Many outlets for funding exist for a project of this type and scale, including CDBG funding. There is also potential for public-private partnerships to expand on mobility support projects beyond the scope of this plan.

4.5 Historic Jailhouse & Courthouse Area Beautification

Project Purpose & Need

Bandera County has recently taken on the restoration and re-use of the historic Jail and County Courthouse located on 12th street, just south of TX 16. With the renovations beginning this summer/fall, the City of Bandera can improve city-owned property around the future visitor's center and complement the county's project once completed. With local interest in tourism as a major future economic driver, beautification projects on city own property and infrastructure can help draw more visitors to the city, and therefore increase traffic to local businesses.

Project Location

The Historic County Jail and Courthouse are located at 200 & 202 12th Street. Focused areas of improvement would be 12th street to Hwy 16 S and the adjacent Maple Street roadway and right-of-way.

Project Scope

This project would include the installation of pedestrian infrastructure, accessible ramps, parking improvements, and beautification items such as benches, landscaping, and public art installations. Special focus on the unbuilt Maple Street right-of-way to develop a pedestrian walkway to the jail & courthouse site should be considered. It is estimated to cost \$750,000 to \$1.5 million, depending on costs of labor and materials chosen.

CDBG Eligibility

Providing usable open space and public infrastructure complementary to ongoing projects may be able to provide jobs for residents, as well as increase the overall quality of life. While an overall benefit for the public, this project is less likely to receive funding through TxCDBG.

Timeframe

To keep pace with the ongoing rehabilitation of the county jail and courthouse, this project should be completed in 2028, mid-way through the planning period.

Funding & Implementation

Likely funding sources for this project are the Bandera EDC, city general funds, as well as local donations from individuals or local organizations/businesses.

4.6 Education Center

Project Purpose & Need

Bandera currently needs support in workforce development, job training, and career development. Providing accessible secondary and post-secondary education opportunities for residents can increase overall education, technical skills, and job stability and security.

Project Location

If located near Bandera High School, the education center can provide educational services during the day for students and continuing education to adult residents in the evening.

Project Scope

To complete this project, the construction of a facility with ample and flexible space for an array of educational activities and services would be needed. Multiple classrooms, a tech center, and a multi-purpose room would be common spaces provided.

Estimates for spaces needed are listed below. Depending on the costs related to property acquisition, design, and construction, the project could range from \$1.1 million to \$3.4 million.

Multi-Use Space: 1,000 square feet

Two (2) Classrooms: 1,500 square feet

Tech Center: 960 square feet

Figure 4B (next page) shows an example of a multi-use community center in the Circle C Ranch community.

Rooms are multi-functional, with support services like audio-visual technology and kitchen access. The space can hold large groups or small classes depending on need.



Figure 4B: Circle C Community Center

CDBG Eligibility

An education center can provide jobs for low-to-moderate income residents in Bandera, as well as an opportunity to host space for continued education, training and certification courses, and providing technical resources for those without access (computers, printing, internet access, etc.).

Timeframe

Due to the scale and potential costs, this project is scheduled to be a long-term project in the planning period. Assuming an average timeline for land acquisition, design, permitting, and construction, the project is projected to end in 2035.

Funding & Implementation

There is potential for partnering with organizations outside of the city for funding, including the Alamo Workforce Solutions, Bandera EDC, and TxCDBG funds.

4.7 Medical Center

Project Purpose & Need

Like many rural communities in recent years, Bandera has experienced a reduction in local access to medical professionals and services. Maintaining a healthy population and workforce is essential to a thriving and resilient community and helps support a healthy economy as well. Retaining access to medical facilities in the city ensures that residents are healthy and able to live and work in Bandera comfortably, without having to travel over 30 minutes by car for medical care. A Medical Center would also help keep healthcare professionals in town and has potential to foster further healthcare education and employment locally.

Project Location

A medical facility located off Buck Creek Dr would be ideal, which would provide easy access to the state highway system as well as plenty of space for facility development and potential future growth.

Project Scope

Because the cost of construction and ongoing maintenance of a medical facility can be cumbersome, the city would pursue an incentive program to draw medical specialists and practitioners to the city, with the potential of constructing a facility for healthcare professionals and labs to be housed in.

CDBG Eligibility

Accessible healthcare can be a major benefit for the well-being of low-income residents who may otherwise not have access to medical care. The introduction of a medical facility housing multiple specialties and practitioners has the potential to increase job opportunities for residents as well.

Timeframe

Due to the potential scale of a facility build out, this project would be considered a long-term development, likely reaching the end of the planning period in 2035.

Funding & Implementation

Portions of this project can be covered by TxCDBG funds through this plan; however, additional funding will need to be sought out. State entities and non-government organizations may be able to be active partners in the project or possible funding sources.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR PHASE II OF THE RURAL ECONOMIC DEVELOPMENT (RED) FUND.

WHEREAS, the City Council of the City of Bandera desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Bandera to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of Bandera, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

In accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;

In accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

In accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

In accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

In accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of Bandera, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

SECTION 1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.

SECTION 2. That the City's application be placed in competition for funding under the Rural Economic Development (RED) fund.

SECTION 3. That the application be for \$1,000,000 of grant funds to construct _____

SECTION 4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 5. That it further be stated that the City of Bandera is committing \$100,000 from its General Fund as a cash contribution toward the construction, engineering, and administration activities of this project.

SECTION 6. The City of Bandera ADOPTS/REAFFIRMS the following policies:

- a. Citizen Participation Plan and Grievance Procedures (Form A1013);
- b. Excessive Force Policy (Form A1003);
- c. Fair Housing Policy (Form A1015).
- d. Section 504 Policy and Grievance Procedures (Form A1004); and
- e. Code of Conduct Policy (Form A1002).

SECTION 7. The City of Bandera affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

- a. Section 3 economic opportunity;
- b. Limited English Proficiency; and
- c. Activity to affirmatively Further Fair Housing choice.

PASSED AND APPROVED this 22nd day of April, 2025.

Denise Griffin, Mayor

Attested by:

Jill Shelton, City Secretary