

# CASE SUMMARY

## *USE VARIANCE*

**Case:** 2025-2241  
Mark Morgan, petitioner on behalf of the Town of Danville  
Will Lacey, Representative

**Request:** Seeking a Use Variance of Table 4.10 Permitted Permanent Sign Types of the Unified Development Ordinance to allow an Electronic Message Center Sign in the Corridor Protection Overlay District

**Location:** 49 North Wayne Street

**Zoning:** Residential Urban (RU)/Corridor Protection Overlay District (CPOD)

**Staff Summary:**

The petitioner proposes installing an Electronic Variable Message Center (EVMS) sign at the Danville Town Hall that replacing the monument sign that currently exists on the property.

Allowing an EVMS at Town Hall would enable timely, relevant communication about Town-sponsored events and public meetings—enhancing community engagement and interaction. It would also eliminate the need for temporary on-site signage. Although EVMS signs are generally not permitted, there are existing examples in the area: the Hendricks County Fairgrounds, Danville Community High School, and an approved variance for EVMS at Danville Ellis Park in 2021.

Staff did not receive any inquiries following the certificate of mailing to adjoining property owners.

Because this proposed sign is for governmental, informational use, not commercial advertising, it is unlikely to affect the general welfare or negatively impact neighboring properties. Staff therefore supports the installation of an EVMS at Danville Town Hall to improve public awareness of current events and meetings.

**BZA options include the following:**

- Approve the Use Variance
- Approve the Use Variance with conditions
- Deny the Use Variance

Title of Applicant

Signworks, Inc.  
5370 West 84th Street Indianapolis, Indiana 46268  
ap@signworksthinks.com  
(317) 872-8722

SignworksThinks.com



**SIGNWORKS**  
SignworksThinks.com  
317 872 8722

## Quote 11567

Town of Danville - EMC Monument - V2

SALES REP INFO  
Tom Ely  
Vice President of Sales  
tom@signworksthinks.com

QUOTE DATE  
03/10/2025  
QUOTE DUE DATE  
03/10/2025  
QUOTE EXPIRY DATE  
03/24/2025  
TERMS  
50/50

REQUESTED BY  
Town Of Danville  
49 North Wayne Street  
Danville, IN 46122

CONTACT INFO  
Will Lacey  
wlacey@danvilleindiana.org

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>EMC Monument</b> Fabricate (1) 10'w x 7'-2"h x 24"d, painted aluminum, double sided monument sign. Faces shall included flat cut, painted aluminum, stud mount letters "TOWN OF DANVILLE" and 6' x 3', Electronic Message Centers with 9mm LED pixel pitch and matrix of 96 x 192 with 18,432 pixels per face.. This price includes foundation, steel posts, and masonry. <b>6mm EMC Option: please add \$ 7,195.00 to final price for 6mm EMCS with 144 x 288 matrix and 41,472 pixels per face.</b> <b>Power to within 5-feet of sign by others.</b>	1	Unit	\$55,399.00	\$55,399.00	N
2	<b>Installation/Removal</b> Equipment and labor to install (1) double sided EMC monument sign, including excavation and concrete footing installation, and removal of existing monument sign down to ground level.	1	Unit	\$7,736.00	\$7,736.00	N
3	<b>Permit Acquisition</b> Price does not include sign permits or procurement. Should permits be required, the cost of permit and procurement will be added to final invoice (change order).	1	Unit	\$0.00	\$0.00	N
4	<b>Raw Materials</b> Due to the customized nature of this scope of work, raw materials can not be secured until after a contract has been awarded, final design and selections have been made and approved by the owner/contractor. The final contract price is subject to change due to the volatile raw material and supply chain market and pending tariffs.	1	Unit	\$0.00	\$0.00	N

Please make all checks payable to: Signworks.

This Proposal may be withdrawn if not accepted within 14 days. By signing, Client accepts the Proposal for the Project and agrees to these terms and any addendums, exhibits, and attachments. There is a required deposit as specified and the balance is due in full on the day of installation unless prior and mutually agreed arrangements were made, in writing. In either case, interest will incur 1.75% per month beginning on the installation date. Payments made in person or over the phone are subject to a convenience fee of 3.5% of the total amount due, unless other arrangements are made at the time of sale or in advance. All products, services, signs, artwork, concepts, and sketches remain the exclusive property of Signworks, Inc. until purchased. The Client acknowledges that the Design Work and other documents prepared by the Company for this Project are instruments of professional services for use solely with respect to this Project and, unless otherwise provided, the Company shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Any additional uses will require separate pricing. The Company will grant the Client a limited license to use the documents for completion of the current Project and for information and reference in connection with the Client's use and occupancy of the completed Project. The Company's Design Work and other documents shall not be used by the Client, or others on other projects or for additions to this Project, except by agreement in writing with the Company. The rights granted to Client are for usage of the Final Works in their original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, the Company grants to Client limited usage rights in the Final Works as set forth above. The Company retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return all Preliminary Works and Working Files in Client's possession upon request. The Company retains property ownership in any original artwork comprising Final Works. The Client agrees to pay all costs of collection in the event of default of payment and/or schedule of payments, including reasonable attorney fees and other collection costs. Client agrees to provide any existing art or logo files necessary for the construction of the requested Project and Services. Prices include standard time to manufacture and/or perform the scope of work under normal conditions utilizing standard materials and methods. Actual production time could differ depending on final order quantity, time submitted or other conditions. Please order and/or Schedule as far in advance as possible. A Rush Fee shall be incurred based on Client needs. The Client agrees that the Company shall not be liable for any delays in the delivery of products and services caused by any act outside the direct control of the Company including but not limited to; acts of God; adverse weather conditions, fire, tornado, wind, rain, strikes, lockouts and other labor difficulties; government controls, procedures or requirements; acts of suppliers of material or labor; acts or defaults of developers; acts or defaults of the Client. Such delays shall not serve as cause to cancel, amend or diminish any of the requirements of the Client under the terms of this Proposal. The Company does not guarantee a firm completion date and under no circumstances shall the Company be held liable in any manner for such delays or be obligated to provide or compensate the Client for said delays. The Client is responsible for any contingent signage arrangements, payments and storage space that may be needed as a result of any delays. Pricing is based on the Entire Combined Scope presented and are quantity dependent. Set up charges, if applicable, unless specified, are not included. Client requests for additional services such as storage, removal, proofs, plotting, engineering, wind load calculations, design, revisions, overnight shipping, and/or powder coating, will be billed depending on the Scope of Work. Any changes made during the shop drawing, submittal, or engineering phase may result in additional charges. Client will be billed on a time and material basis for any changes in scope. This includes the project not being ready when our team members are scheduled to be on site. Additional Reimbursable Travel Charges will be incurred if there are additional client requested, client required, and/or unplanned or irregular trips due to circumstances beyond our control. In the event that we are contracted to install sign products, and undisclosed, unknown, unforeseen, or unusual digging and/or mounting, installing, fastening, or hanging conditions are encountered, including conditions discovered or resulting from the removal of any existing signage or other materials, this contract is binding; however, an additional cost based on labor and materials, may be added to the above cost estimate. Sign and/or Graphic removal is considered a change in scope unless specifically itemized and provided, however unknown conditions are still considered a scope change. Client acknowledges and understands that any amount on this quotation for Permits and for Sales, Use or Privilege Taxes is merely an estimate and is subject to change at any time without notice. Sales, Use and Privilege Taxes will be calculated and charged based on the sale, installation, and delivery of the goods and services as determined by any applicable governing authorities or jurisdiction. Client accepts responsibility for and shall pay all Sales, Use, Privilege or other Third Party expenses, imposed on, in connection with, or measured by the transaction contemplated by this quotation in addition to the prices set forth on this document. Permit acquisitions, fines or fees attributable or applicable to this job are not included, nor are estimates guaranteed, and remain the responsibility of the Client. Client acknowledges and understands that all Products and Services provided are sold subject to the terms of the Express Limited Warranty Agreement, no other warranty or guarantee express or implied is applicable. We will provide a Certificate of Insurance upon request. The Company shall have the right to document, photograph or otherwise record all completed designs or installations of the Work, and to reproduce, publish and display such documentation, photographs, or records for promotional purposes, recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. We price each project based upon acceptance of our standard terms and contract, if you submit your own contract to us we will review to make a determination of acceptance, however there may be a price increase.

Subtotal:	\$63,135.00
Sales Tax (0%):	\$0.00
Total:	\$63,135.00

Downpayment (50.0 %) \$31,567.50

SIGNATURE: DATE:



Town of Danville

Monument Rebuild

12.09.2024

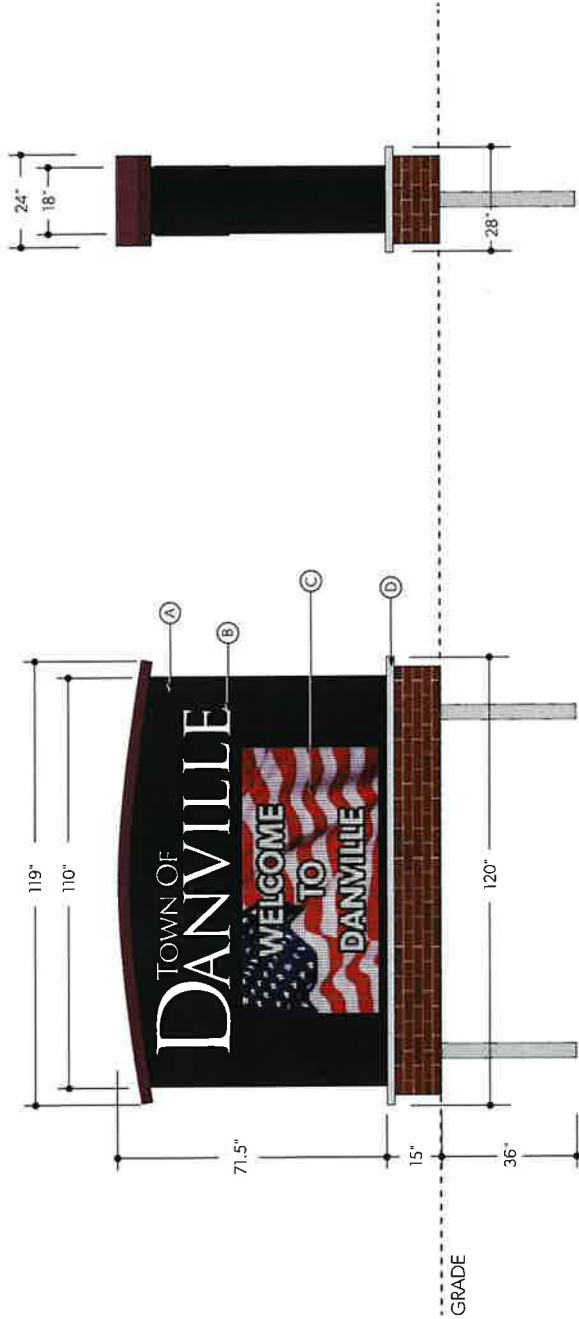
SignworksThinks.com

317.872.8722



RECEIVED  
MAY 16 2025  
BY: \_\_\_\_\_

Qty. 1  
DOUBLE SIDED  
EXTERIOR MONUMENT  
W/ EMC PANELS  
EX.01  
scale: 3/4" = 1'-0"



FRONT & BACK

SIDES

**SPECIFICATIONS:**

- ① Custom metal cabinet, painted to match. Saddle mounted to (2) 4" x 4" x 10' metal posts buried 36" below grade.
  - ② 3/8" thick Aluminum FCO letters painted White. Stud mounted flush to metal cabinet.
  - ③ 6' x 3' EMC Panel.
  - ④ Masonry Base with 2" cap.
- **Connect to existing electrical service at sign location.**

**FILE LOCATION:**  
Client Folder:  
Danville, Town of  
Project Folder:  
PROOFS  
**File Name:**  
Monument\_24\_V2.ai

**Customer Approval Signature**

Date: \_\_\_\_\_

**SHEET. 01**



[illegible]

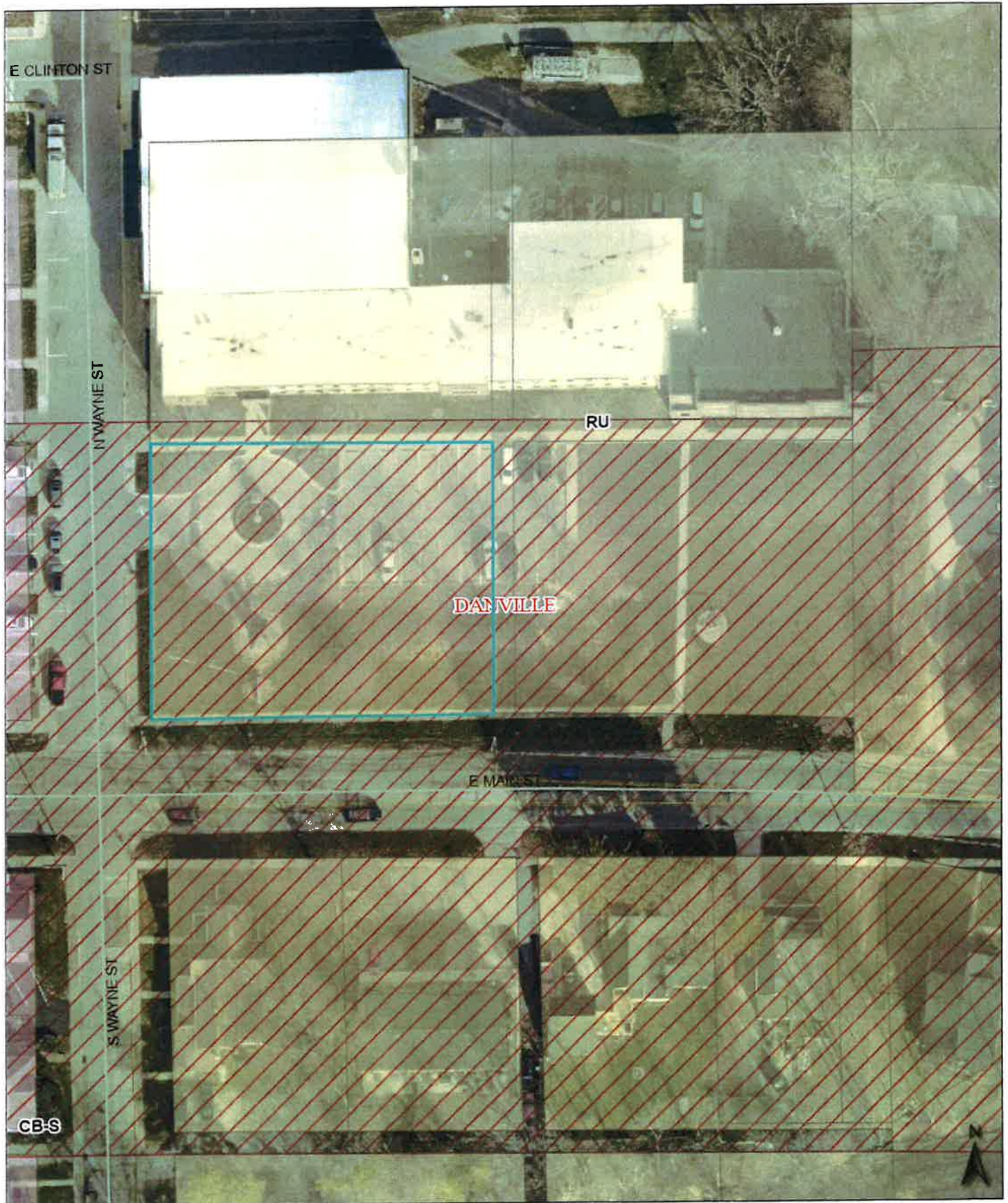
Pantone  
276 C

SHEET. 02



# Town of Danville

## Town Hall Monument Sign







## **FINDINGS OF FACT**

### **USE VARIANCE**

**Address: 49 North Wayne Street, Danville, IN 46122**

1. **The approval will not be injurious to the public health, safety, morals, and general welfare of the community.**

The proposed EVMS is intended to display messages pertinent to the Town of Danville's community events and public service announcements. The sign will incorporate technology to adjust brightness based on ambient light conditions, minimizing potential glare or distractions to motorists and pedestrians. The design and placement of the sign will comply with all applicable safety standards, ensuring it does not obstruct visibility or pose hazards to the public.

2. **The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner.**

The EVMS will be designed to complement the architectural aesthetics of the surrounding area. Its placement will be strategic to avoid intrusion into neighboring properties' sightlines. By providing timely and relevant information, the sign may enhance community engagement and could potentially increase foot traffic to nearby businesses, thereby supporting local economic activity.

3. **The need for the variance arises from some condition peculiar to the property involved.**

The subject property is situated in a location that serves as a hub for community activities and information dissemination. The absence of permitted EVMS in this zoning district limits the property's ability to effectively communicate with the public. This unique positioning necessitates the use of dynamic signage to fulfill its role in community engagement.

4. **The strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought.**

Enforcing the current zoning restrictions would prevent the property from utilizing modern signage methods essential for timely communication. This limitation hinders the property's functional use and its contribution to community interaction, constituting an unnecessary hardship.

5. **The approval does not interfere substantially with the comprehensive plan.**

The comprehensive plan aims to promote effective communication within the community and to increase public involvement. Allowing an EVMS aligns with these objectives by facilitating the dissemination of information and potentially boosting local commerce. The variance supports the plan's vision for a connected and economically vibrant community.

**BOARD OF ZONING APPEALS  
DANVILLE, INDIANA**

**ACTION ON PETITION FOR A USE VARIANCE**

MOTION

I move that we **approve / deny** the use variance sought by Petitioner Mark Morgan, Petitioner on behalf of the Town of Danville in BZA petition 2025-2241 to allow an Electronic Message Center Sign in the RU Zoning District and Corridor Protection Overlay District. The subject property is located at 49 North Wayne Street. The petition has **satisfied / not satisfied** the requirements for variances under state law for the following reasons:

1. The approval **will / will not** be injurious to the public health, safety, morals, and general welfare of the community:
  - a) **for the reason(s) stated in the staff report;**
  - b) **for the reason(s) stated in Petitioner's proposed findings of fact; and /or**
  - c) **because:** \_\_\_\_\_  
\_\_\_\_\_
  
2. The use and value of the area adjacent to the property included in the variance **will / will not** be affected in a substantially adverse manner
  - a) **for the reason(s) stated in the staff report;**
  - b) **for the reason(s) stated in Petitioner's proposed findings of fact; and/or**
  - c) **because:** \_\_\_\_\_  
\_\_\_\_\_
  
3. The need for the variance **does / does not** arise from some condition peculiar to the property involved
  - a) **for the reason(s) stated in the staff report;**
  - b) **for the reason(s) stated in the Petitioner's proposed findings of fact; and/or**
  - c) **because:** \_\_\_\_\_  
\_\_\_\_\_
  
4. The strict application of the terms of the Zoning Ordinance **will / will not** constitute an unnecessary hardship if applied to the property for which the variance is sought
  - a) **for the reason(s) stated in the staff report;**
  - b) **for the reason(s) stated in Petitioner's proposed findings of fact; and/or**
  - c) **because:** \_\_\_\_\_  
\_\_\_\_\_

5. The approval **does** / **does not** interfere substantially with the Town's comprehensive plan

a) **for the reason(s) stated in the staff report;**

b) **for the reason(s) stated in the Petitioner's proposed findings of fact; and/or**

c) **because:** \_\_\_\_\_

\_\_\_\_\_

*[note #1: An adverse finding on any one of the above requires Board denial of the variance.]*

*[note #2: None of the words in bold italics should be used if the motion is to approve a variance.]*

And, I move that this approval be made subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[note #3: If the majority votes against a motion to approve a variance, a subsequent motion should be made for findings of fact to reflect that the Petitioner did not establish the three requirements of state law to have been met. This motion should indicate which requirement(s) were not met or cite reasons stated in the staff report, if the staff recommendation was against approval.]*

### DECISION

*(After a second is made to the motion and a vote is taken, the presiding officer makes the following announcement):* "It is therefore the decision of this body that this variance petition is **approved / denied** ...(and if conditions have been imposed)...**subject to the conditions made a part the adopted motion.**"