

IN THE MUNICIPAL COURT OF APPEALS
OF THE CITY OF EL PASO, TEXAS

CHARLES P. RICHARDS, Appellant

vs.

No. 87-MCA-1817

STATE OF TEXAS, Appellee

O P I N I O N

Appellant appeals his conviction in Municipal Court for a stop sign violation.

Appellant's contention is that the stop signs which are located at the El Paso International Airport are neither authorized by law nor the proper size as provided for under the provisions of the Uniform Traffic Control Device Manual. That Manual provides that a standard size stop sign should be 30 x 30 inches, and on low volume local streets and secondary roads with low approach speeds, a 24 x 24 inch sign may be used.

The Appellant has attached photographs as Exhibits to his brief and contends that the signs in question are 18 x 18, and therefore are not legal traffic control devices.

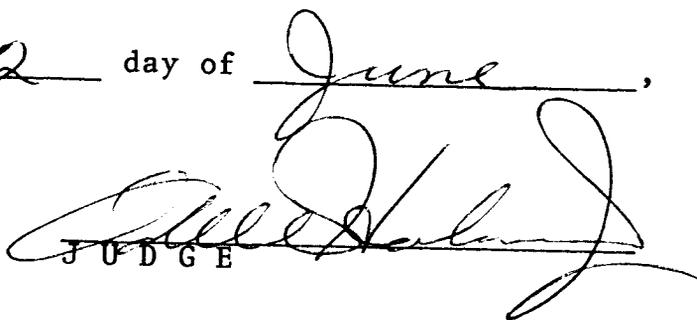
El Paso's Municipal Code provides that a person has the right to prove as a defense that the traffic control device, signal, sign or marking was not installed or authorized in accordance with law. Municipal Code 12.20.020(B). Further, under that same Code, Section 12.20.030, the traffic control devices are to conform to the Manual and specifications approved by the State Highway Commission, or in this case, the Manual on Uniform Traffic Control Devices as utilized by the City. Further, this Court's review of Section 12.88.140 of the Municipal Code Schedule XII fails to reveal that the stop sign devices located at the International Airport are authorized under that Section.

Further, although Chapter 14.20 et. seq. provides for

certain regulations relating to airport vehicular traffic, this Court has been unable to find any specific provisions for the placement of the stop signs in question or their specifications.

The City has not favored this Court with a brief attempting to support the legality of the location of the signs, their size, or other authorization for their legality. In view of such fact, this Court interprets the City's failure to support the instant charge to be a concession of error, and therefore the judgment of the Trial Court is reversed and rendered in Appellant's favor.

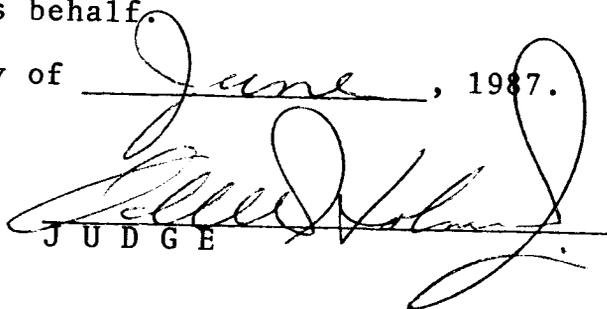
SIGNED this 22 day of June,
1987.


J U D G E

J U D G M E N T

This case came on to be heard, the same being considered, because it is the opinion of this Court that there was error in the Judgment, it is ORDERED, ADJUDGED and DECREED by the Court that the Judgment be in all things reversed and rendered in Appellant's favor, and judgment of acquittal be entered in his behalf.

SIGNED this 22 day of June, 1987.


J U D G E