

**DATE:** October 19, 2010  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 18, 2010

**AGENDA ITEM NO. 7 - PUBLIC HEARING  
ZONING CASE 2010-17  
APPLICANT: CITY OF PLANO**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to unified-lot signs.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval subject to the following: (Deletions are indicated in strikethrough text; additions are indicated in underlined text)

Amend Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations).

Sign - Unified-lot	Any <del>identification or multipurpose</del> sign located on a premise consisting of two or more contiguous lots that the owner(s) has agreed to treat as one lot for the limited purpose of providing shared signage.
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Amend Subsection 3.1603 (Design and Construction Specifications) 2. (Freestanding Signs) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations).

**(k) Unified-lot Signs**

- i. Unified-lot signs may be erected in nonresidential zoning districts and shall comply with the all area, height, setback, spacing, and composition restrictions applicable to multipurpose signs for freestanding signs in Subsection 3.1603.
- ii. One Unified-lot signs ~~per street front~~ may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited

purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; ~~state that the parties, their heirs, and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement; state that the agreement is a covenant running with the land to be filed and made a part of the Deed Records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the Building Official.~~ A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.

- iii. ~~A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.~~
- iv. ~~Individual lots that are part of a unified-lot sign agreement shall not be entitled to any other freestanding street front signage.~~

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 18, 2010

**Agenda Item No. 7**

**Public Hearing:** Zoning Case 2010-17

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to unified-lot signs.

**REMARKS:**

On September 7, 2010, the Planning & Zoning Commission called a public hearing to consider amendments to the Zoning Ordinance pertaining to unified-lot signs.

A unified-lot sign is a street front sign that is placed on a premise consisting of two or more contiguous lots. The two or more contiguous lot owners enter into an agreement to treat their separate lots as one for the limited purpose of signage. The agreement foregoes rights to additional freestanding street front signage on the premises covered by the agreement and it runs with the land. A unified-lot sign agreement must be filed of record with Denton or Collin County and may not be amended without the city's permission.

A unified-lot agreement allows for a property within a larger retail development, for example, that does not have lot frontage on a street, to enter into an agreement with another contiguous property that does have street frontage, in order to allow the property without street frontage to have a sign along the street on the adjoining property. As part of this agreement, the property owners agree to limit themselves to this one, multi-purpose tenant sign and not have any additional freestanding signage.

The limitation to one sign under the current unified-lot sign regulations is a deterrent to redevelopment or reuse of vacant and other underutilized properties participating in a unified-lot agreement due to the sign restrictions. Retail property owners throughout the city have subdivided their properties and created pad sites along existing streets, leaving many existing businesses with no direct street visibility. Properties without direct visibility and that have no street signage lose their competitive edge over properties that are readily visible from the street that have street frontage and signage.

As such, current unified-lot sign regulations work well for undeveloped properties yet not so well for developed properties that lack street visibility.

Since additional freestanding signs could be installed and meet all setbacks and spacing requirements, staff recommends that the two or more lots under the unified-lot sign agreement be treated similarly as a single platted lot and allow the same current sign regulations that apply to single platted lots be applicable to properties participating in unified-lot agreement. That is, permit additional freestanding signs as is allowed on single platted lots, as long as the signage size, setbacks, and spacing requirements can be met.

Staff believes that allowing additional freestanding signs may facilitate redevelopment and reuse of vacant shopping centers and other underutilized properties. Therefore, staff recommends that lots under the unified-lot sign agreement be treated similarly as one platted lot and have the restriction regarding no additional freestanding signage on individual lots that are part of a unified-lot sign agreement be eliminated.

### RECOMMENDATIONS:

Recommended for approval subject to the following: (Deletions are indicated in strikethrough text; additions are indicated in underlined text)

Amend Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations).

Sign - Unified-lot	Any <del>identification or multipurpose</del> sign located on a premise consisting of two or more contiguous lots that the owner(s) has agreed to treat as one lot for the limited purpose of providing shared signage.
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Amend Subsection 3.1603 (Design and Construction Specifications) 2. (Freestanding Signs) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations).

#### (k) Unified-lot Signs

- i. Unified-lot signs may be erected in nonresidential zoning districts and shall comply with the all area, height, setback, spacing, and composition restrictions ~~applicable to multipurpose signs~~ for freestanding signs in Subsection 3.1603.
- ii. ~~One~~ Unified-lot signs per street front may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; ~~state that the parties, their heirs, and assigns forego any rights to additional freestanding street front signage on the premises covered by the agreement; state that the agreement is a covenant~~

running with the land to be filed and made a part of the Deed Records of Collin or Denton County, Texas; and ~~that~~ the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.

- iii. ~~A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.~~
- iv. ~~Individual lots that are part of a unified-lot sign agreement shall not be entitled to any other freestanding street front signage.~~

## Zoning Case 2010-17

**An Ordinance of the City of Plano, Texas, amending Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to unified-lot signs; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of November, 2010, for the purpose of considering a change in the Zoning Ordinance; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th day of November, 2010; and

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

**IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of subsection to read as follows:

## Section 3.1600 Sign Regulations

### Subsection 3.1602 Definitions

#### Sign - Unified-lot

Any sign located on a premise consisting of two or more contiguous lots that the owner(s) has agreed to treat as one lot for the limited purpose of providing shared signage

**Section II.** Subsection 3.1603 (Sign and Construction Specifications) 2. (Freestanding Signs) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of the subsection to read as follows:

## Section 3.1600 Sign Regulations

### Subsection 3.1603 Sign and Construction Specifications

#### 2. Freestanding Signs

##### **(k) Unified-lot Signs**

- i. Unified-lot signs may be erected in nonresidential zoning districts and shall comply with the restrictions for freestanding signs in Subsection 3.1603.
- ii. Unified-lot signs may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; the agreement is a covenant running with the land to be filed and made a part of the Deed Records of Collin or Denton County, Texas; and the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.

**Section III.** All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section IV.** The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

**Section V.** Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**Section VII.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 8TH DAY OF NOVEMBER, 2010.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY