

CITY OF BEAUFORT



1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902
CITY COUNCIL SPECIAL MEETING AND WORKSESSION
October 19, 2010

Planning Conference Room-1st Floor
1911 Boundary Street

SPECIAL MEETING

I. **Call to Order** – Mayor Billy Keyserling **5:00 PM**

II. **New Business**

- A. Request from Guild of Beaufort Galleries to waive open container ordinance during the Fall ArtWalk scheduled for Saturday, October 23, 2010

WORKSESSION

III. **Council Discussion Items**

- A. Discussion regarding Agreement for Open Space Partnership with Beaufort County Open Land Trust
B. Discussion regarding Banner Displays
C. Review of current Tourism Management Advisory Committee (TMAC) Ordinance
D. Discussion regarding UDO Amendment Revising Standards for Gas Stations

IV. **Adjourn**

NOTE: IF YOU HAVE SPECIAL NEEDS DUE TO A PHYSICAL CHALLENGE, PLEASE CALL IVETTE BURGESS 525-7070 FOR ADDITIONAL INFORMATION

STATEMENT OF MEDIA NOTIFICATION

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

CITY OF BEAUFORT
DEPARTMENT REQUEST FOR
CITY COUNCIL AGENDA ITEM

*** (Deadline for Submission - Wednesday Noon
Prior to Tuesday's Meeting) ***

TO: *City Council*

DATE: October 15, 2010

FROM: City Manager

AGENDA ITEM TITLE: Approval to allow waiver of open container Ordinance for the Fall ArtWalk October 23, 2010

MEETING DATE: October 19, 2010

BACKGROUND INFORMATION: *(Attach additional pages if necessary)* Letter of request attached for consideration.

APPROVAL BY CITY MANAGER: **APPROVED** **NOT APPROVED**

CITY ATTORNEY APPROVAL REQUIRED **YES** **NO**

PLACED ON AGENDA FOR:

REMARKS:

Council action:

Approval



October 4, 2010

Mr. Scott Dadson
Beaufort City Manager
Boundary Street
Beaufort, SC 29902

via e-mail: sdadson@cityofbeaufort.org

Dear Mr. Dadson:

On behalf of the Guild of Beaufort Galleries, I am again requesting a waiver to the Open Container Ordinance during the Fall ArtWalk scheduled for Saturday October 23, 2010, the same weekend as Historic Beaufort Foundation's Home Tours. The twelve participating galleries are located along Bay and Charles Streets, and also at USCB Center for the Arts on Carteret St., our newest Guild member.

Receptions for featured artists and our guests officially are scheduled from 4:00 – 8:00 pm, but many galleries remain open a bit beyond that time to accommodate visitors. Accordingly, I am requesting the waiver from 4:00 to 9:00 pm.

This is the twelfth year the galleries have been holding ArtWalks. Each one is attended by several hundred local and out-of-town visitors alike. We would like to once again request this waiver to allow our visitors to walk between galleries with their refreshments. We continue to attract responsible adults to our events and have not had any issues in the past.

Also, for several ArtWalks, the City was able to provide additional temporary trash receptacles along Bay Street. We would like to request this again if it was found to be effective in controlling any additional trash that was generated.

Thank you for your consideration. Please let me know if you need any additional information (379-9710).

Sincerely,

Reggie Przybysz

**AGREEMENT FOR AN OPEN SPACE PARTNERSHIP
BETWEEN THE CITY OF BEAUFORT AND BEAUFORT COUNTY OPEN LAND
TRUST**

THIS AGREEMENT entered into this 1st day of July, 2010, by the City of Beaufort, (hereinafter referred to as the “City”) and Beaufort County Open Land Trust (hereinafter referred to as “BCOLT”)

WITNESSETH THAT:

WHEREAS, the City and BCOLT desire to engage in a partnership to render consultation relative to the promotion and implementation of the City’s proposed conservation program.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

The City designates and request BCOLT to render assistance to the Conservation Commission. Such engagement and designation shall remain in force for twelve months from initiation of the services. The parties by mutual written agreement may extend the agreement term of performance if necessary.

The BCOLT shall provide services as outlined in this contract and consistent with the overall project as described. A total of _____ will be provided to the BCOLT, and the BCOLT will provide an itemized account of progress toward accepted goals.

SCOPE OF SERVICE

The scope of service outlines respective roles in developing and implementing specific aspects of the City’s proposed conservation program. The scope of services is attached as Attachment A.

ARTICLE I – DEFINITIONS

The term “City” shall mean The City of Beaufort.

The term “BCOLT” shall mean Beaufort County Open and Trust.

The term “Work” shall include all obligations, duties, requirements, and responsibilities, required for the successful implementation of this relationship by BCOLT and the City, including furnishing of all supervision, labor, materials and other supplies, in accordance with the terms and conditions set forth herein.

ARTICLE II – INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by a party or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement, provided the aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of a party.

The City and BCOLT realize that the performance of the duties in the relationship involve working with third parties. In no way does the relationship imply a legal representation of such third parties and such third parties shall be given notice of the limitation of such advice received from each party.

ARTICLE III – AUDIT OF RECORDS

BCOLT shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by BCOLT in the performance of the service herein. The City shall have the right, upon reasonable notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine BCOLT's books and records relating to these several areas.

ARTICLE IV – OWNERSHIP OF DOCUMENTS

The City shall have complete and unrestricted right to use all drawings and documents prepared by BCOLT in connection with its performance of the services described or referred to herein. Said documents are to be the property of The City and are not to be used by BCOLT or anyone acting on behalf of the BCOLT on other projects except by prior written approval of The City.

ARTICLE V – TERMINATION

The City shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by written notice. Upon receipt of any termination notice, BCOLT shall immediately discontinue services on the date and to the extent specified in the notice. BCOLT shall be paid the actual costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by The City to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by BCOLT prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Task Release.

The City may also cancel or terminate for default of this Agreement in whole or in part by written notice to BCOLT:

- if BCOLT shall become insolvent or make a general assignment for the benefit of creditors;
- if a petition under the Bankruptcy Act is filed by BCOLT; or
- if BCOLT becomes involved in some legal proceedings that in the opinion of The City interferes with the diligent, efficient performance and satisfactory completion of the services;
- If BCOLT fails to make delivery of the supplies or to perform the services within the time specified or any The City-authorized extension thereof.

ARTICLE VI – GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between BCOLT and The City shall be decided by a court of competent jurisdiction of the State of South Carolina, in accordance with the laws of South Carolina.

ARTICLE VII – CITY FURNISHED DATA

All engineering data maps, plans, specifications, drawings, or other The City furnished property shall remain the exclusive property of the City. BCOLT agrees that such City property will be used for no purpose other than for work for the City under this agreement. BCOLT shall sign and deliver written itemized receipts for all such property to the City Manager and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to The City.

ARTICLE VIII – PROPRIETARY INFORMATION

Any proprietary information concerning The City, its products, data documentation services or manufacturing processes which are designated as proprietary information by The City and disclosed to the BCOLT incident to the performance of this Agreement shall remain the property of The City and are disclosed in confidence, and no rights are granted to BCOLT to produce or have produced any such products or to practice or cause to be practiced any such manufacturing processes or other processes, or reveal, disclose, or publish any such data and documentation.

ARTICLE IX – PUBLICITY

No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder (other than a brief announcement upon contract execution) shall be issued by BCOLT without the prior written approval of the Commission Chair. Any inquiry that BCOLT may receive from news media concerning this Agreement will be immediately referred to the Commission Chair for approval prior to response.

ARTICLE X – GRATUITIES

The City prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. BCOLT or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of The City.

ARTICLE XI – OWNERSHIP OF THE SITE

BCOLT agrees that The City permanently owns the design, layout and content of all information developed by the BCOLT for display by the City.

ARTICLE XII– METHODS OF PRESENTATION AND PROGRAMS

The BCOLT is not authorized to make any changes to the Scope of Service without approval of the Commission.

ARTICLE XIII– ENFORCEMENT OF THE CITY’S POLICY

The BCOLT must abide by all policies created by the City in an effort to limit the City’s liability. This includes, but is not limited to the City’s policy stating that the City must approve any and all information design for this project before publication.

ARTICLE XIV – DEFAULT

In case of default, the City reserves the right to purchase any or all items in open market, charging BCOLT with any excessive cost. Should such charges be assessed, no subsequent bids of the defaulting BCOLT shall be considered until the assessed charges have been satisfied.

ARTICLE XV – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between The City and BCOLT. It supersedes all prior contemporaneous communications, representation or agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE XVIII – NON-APPROPRIATIONS

Any contract entered into by the City resulting from this agreement shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

BCOLT AND THE CITY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERM. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

This agreement will be effective as of: July 1, 2010.

City of Beaufort

Beaufort County Open Land Trust

Signature (Authorized Representative)

Signature (Authorized Representative)

Print Name

Print Name

Title

Title

Date

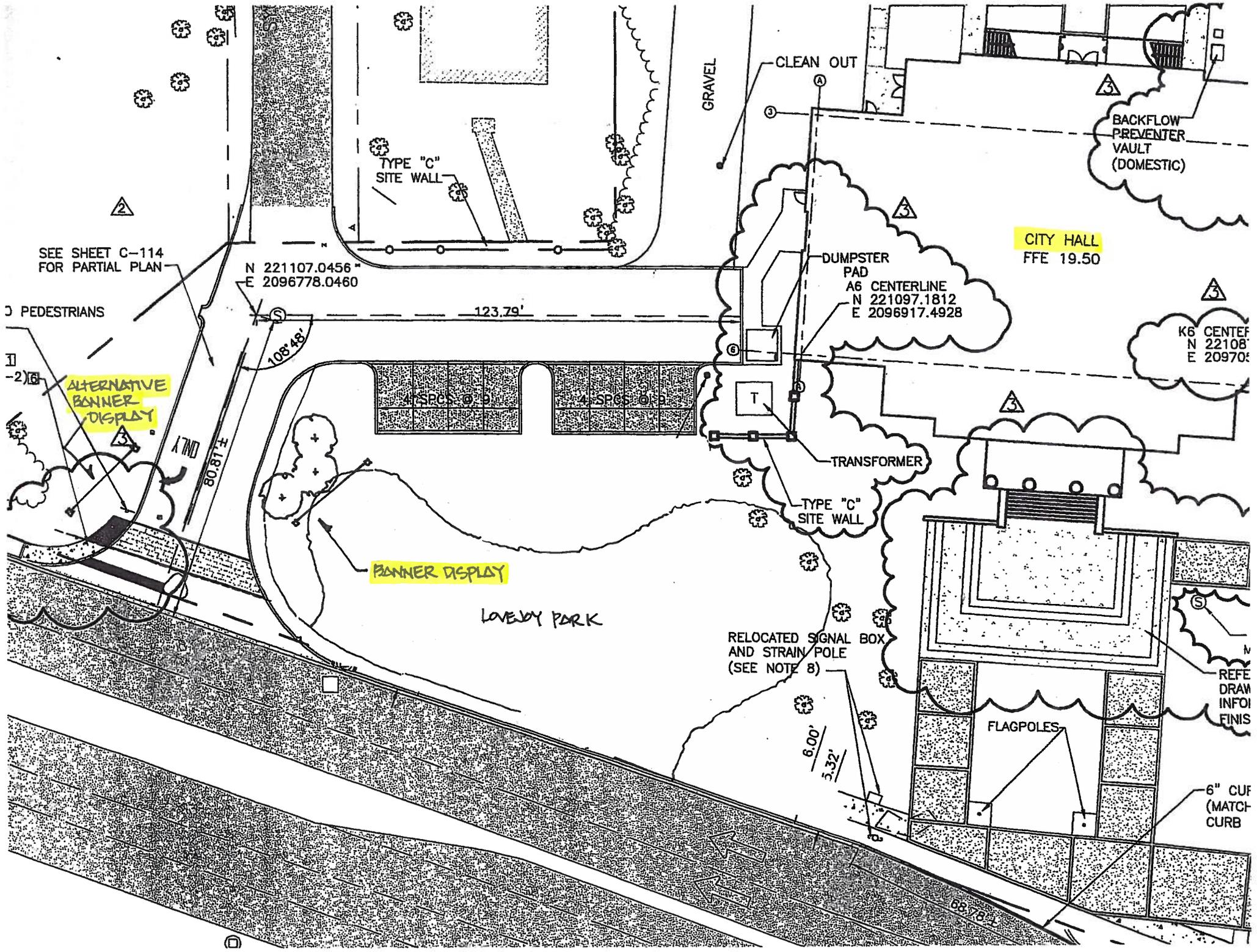
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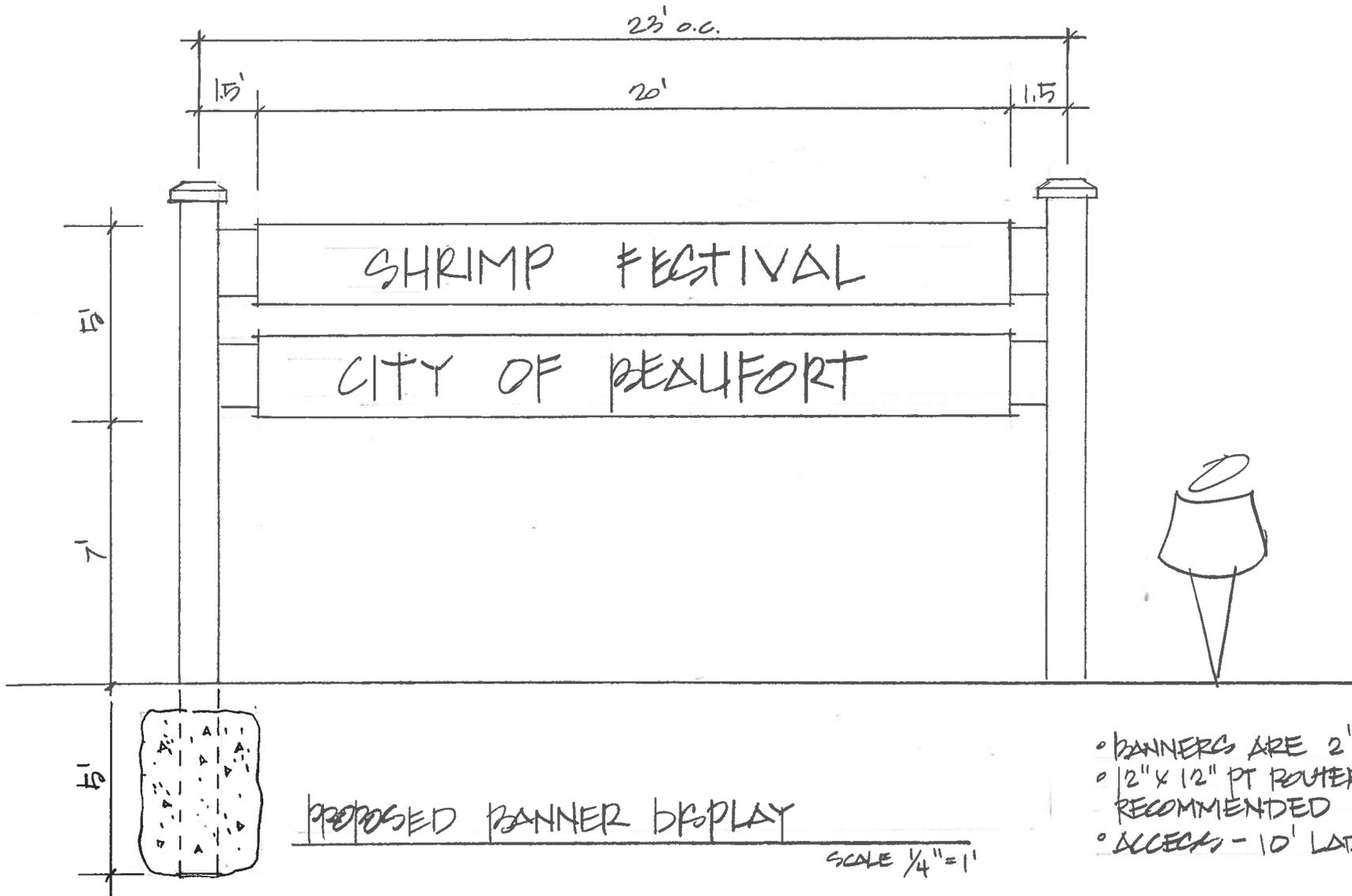
Scope of Services

Attachment A.

Beaufort County Open Land Trust will assist the City of Beaufort in the following tasks:

1. Provide planning services for open space protection and park operations,
2. Provide assistance for conservation purchases, easement drafting, negotiations, contracts, appraisals etc,
3. Assist in the contracting and management for additional consulting services as necessary for a successful program,
4. Assist City staff on securing funding on conservation projects as requested,
5. Provide legal advice to the City on conservation projects as necessary,
6. Provide communications assistance on an as needed basis,
7. Coordinate with Citizen and non profit committees as appropriate on joint conservation projects.





- ° BANNERS ARE 2' x 20'
- ° 2" x 12" PT ROUTERED POST RECOMMENDED
- ° SLOTTED - 10' LADDER

Sec. 7-11003. **Tourism management** advisory commission (TMAC).

(a) There is hereby created the City of Beaufort **Tourism Management** Advisory Commission (TMAC). This commission shall be appointed by the city council and shall consist of seven (7) members representing the all areas of the city affected by the tours.

(b) Commission members shall serve in an ad hoc manner and shall be appointed when deemed necessary by city council.

(Ord. No. O-13-04, 6-8-04; Ord. No. O-02-09, 1-27-09)

Sec. 7-11004. Powers and duties of the **tourism management** advisory commission (TMAC).

The primary duty of the commission is to gather and analyze information and advise city council on **tourism** related matters. Other duties include, but are not limited to, the following:

(1) Formulating recommendations regarding policies for registering vehicles and scheduling and assigning routes;

(2) Formulating recommendations regarding limits on the number of vehicles permitted per day in sensitive areas;

(3) Formulating recommendations on tour routes and on fees and modifications to this chapter;

(4) Conduct a review of the **tourism management** ordinance every three (3) years and make recommendations to city council regarding changes;

(5) Coordinate with educational, business and civic interests to establish and maintain a clearly defined vision for the future of **tourism** in the city; and

(6) Other appropriate duties as assigned by city council.

(Ord. No. O-13-04, 6-8-04)

From: Heather Winch [mailto:winchh@aol.com]

Sent: Tuesday, October 12, 2010 12:12 PM

To: Scott Dadson

Cc: William F. Carter

Subject: TMAC Composition

Hi Scott,

I've been slammed and so haven't called to get together for coffee. Wanted to follow up with you on the prior composition of TMAC. Per the ordinance prior to the change last year, Sec. 7-11003 TMAC is as follows:

- a.) There is hereby created the City of Beaufort Tourism Management Advisory Commission (TMAC). The commission shall be appointed by the city council and shall consist of seven (7) members representing the following entities:
 - (1) One (1) person selected at-large shall be a resident of the city who does not reside in the historic district and is not associated with the tourism industry.
 - (2) One (1) representative from the Greater Beaufort Chamber of Commerce.
 - (3) Two (2) representatives from the hospitality industry.
 - (4) One (1) representative from Historic Beaufort Foundation who is not a homeowner in the historic district.
 - (5) Two (2) persons who live in the city and represent the historic district residential neighborhoods, one (1) of whom resides east of Carteret Street and one (1) of whom resides west of Carteret Street.
- b.) Commission members shall serve terms of two (2) years. Any vacancy shall be filled for the unexpired term.

With that said, previous members included me (east of Carteret), Jerry Stocks (west of Carteret), Stephanie Fairbanks (hospitality), Nick Borrigene (Chamber), Melissa Neeley (at-large) and the then museum director at HBF. As of the time of the disbanding, we were down to myself, Nick and Jerry, as Stephanie indicated she didn't want another term, Melissa had moved out of town, as had the then museum director. I think Nick has been appointed to another City board in the interim.

If you have questions, please don't hesitate to contact me!

Best regards,

Heather Winch

City of Beaufort Department of Planning and Development Services

MEMORANDUM

TO: Scott Dadson, City Manager
FROM: Libby Anderson, Planning Director
DATE: October 13, 2010

SUBJECT: Application to Revise Ordinance to Permit Additional Pumps at Gas Stations
=====

Background

David Tedder submitted an application to revise the Unified Development Ordinance (UDO) to permit additional pumps at gas stations under certain conditions. A public hearing on the application was held at the August 24 City Council meeting. The Joint Municipal Planning Commission considered this application at their August 30 meeting. At that meeting, the Commission convened an ad hoc study committee to review the issue in more detail. In addition to staff and the applicant, the study committee included Greg Huddy from the Planning Commission, Don Starkey from the Design Review Board, and Linda Bridges, Port Royal Planning Administrator. The study committee met twice to develop the recommendations that follow. These recommendations were presented to the Planning Commission at a workshop on September 23. The Planning Commission heard the application at their regular meeting on October 11. After making a few minor revisions in the language of the proposed amendment, the Planning Commission recommended approval. The attached documents reflect the changes made by the Planning Commission.

Current Ordinance Requirements

“Fuel Sales” are currently permitted in the General Commercial (GC) District by special exception. Fuel sales are permitted in the Highway Commercial (HC) and Limited Industrial Districts as a conditional use. The conditions that apply to fuel sales in all zoning districts are set out in Section 5.3.D.9 of the UDO. These conditions include the requirements that:

- No more than 8 pumps (defined as a fueling area for an individual vehicle) shall be permitted.
- If more than four pumps are proposed, the pumps shall be split and located on either side of the building.

Study Committee and Planning Commission Recommendations

A number of changes are recommended to be made to Section 5.3.D. The revised section is attached, with the revisions noted. **Highlighted text** indicates wording to be added; ~~strikeout text~~

indicates wording to be deleted. A “clean copy” of this section is also attached. The major changes to the ordinance are as follows:

- Changing the approval process for gas stations in the SC 170 and US 21 Design Districts, from a use permitted by special exception, to a conditional use. Currently, due to the mix of GC and HC zoning in the SC 170 corridor, lots zoned GC on SC 170 go through the special exception process for approval of a gas station (Zoning Board of Appeals), while lots zoned HC are approved as conditional uses (staff approval);
- Eliminating the cap on the number of pumps;
- Adding a standard that limits gas stations to no more than two corners of major intersections and one corner at minor intersections; and
- Eliminating the requirement that pump islands must be split by the building.

In addition to changes in the conditions under which gas stations are permitted, it was agreed that specific design standards for gas stations should be developed. The group reviewed standards that had been developed in other communities, and developed the attached guidelines that are intended to be added as an Appendix to the UDO.

The study committee spent many hours reviewing and discussing the issues associated with the development of gas stations. Staff would like to thank the study committee and the Planning Commission for the time and effort they put into the discussion.

Please let me know if you have any questions on the proposed changes to the ordinance as it pertains to the permitting of gas stations.

Thank you.

attachments

9. Fuel Sales

In the GC District, Fuel Sales are permitted as a conditional use in the SC 170 Design District and the US 21 Design District outside the Boundary Street Redevelopment District. In all other GC Districts, Fuel Sales are permitted by special exception. Fuel Sales in all districts where permitted by this UDO, are permitted subject to the following standards:

- a. ~~All pumps shall be set back at least 25 feet from the right-of-way line of the street;~~
- b. Parking and/or service areas shall be separated from adjoining residential properties by a suitable planting screen, fence or wall at least six feet in height;
- c. No open storage of any type, including the overnight storage of vehicles, shall occur in conjunction with the operation.
- d. ~~No more than eight pumps (defined as a fueling area for an individual vehicle) shall be permitted.~~ No more than two Fuel Sales facilities are permitted at an intersection of any Arterial Street (Section 7.2.B). No more than one Fuel Sales facility is permitted at the intersection of other streets.
- e. In new development, pumps shall ~~not~~ ~~be located between the building and the adjacent arterial street, but should instead be placed to one side of the building~~ ~~behind the building, although the Design Review Board may permit pumps to be located to one side of the building based on unique site conditions including the presence of wide buffers. In such cases, the pumps, including the canopy, shall not project further toward the street than the front line of the building.~~ ~~should~~ not be located between the building and the adjacent arterial street, but ~~should~~ instead be placed ~~to one side of the building~~ behind the building, although the Design Review Board may permit pumps to be located to one side of the building based on unique site conditions including the presence of wide buffers. In such cases, the pumps, including the canopy, shall not project further toward the street than the front line of the building.
- f. ~~If more than four pumps are proposed, the pumps shall be split and located on either side of the building.~~
- g. No signs shall be located on any canopy over the pumps.
- h. ~~Canopies painted in company colors shall be considered signs, subject to the limitations in Section 7.2, Sign Regulations.~~
- i. ~~All canopy lighting shall meet the requirements of Section 7.2. and shall be kept hidden so as not to be visible from off site.~~ Any freestanding light fixtures shall be reduced in height to fifteen feet if the use adjoins a residential district or residential use.
- j. ~~All~~ Any service bay doors shall not be oriented toward any public right-of-way.
- k. ~~A gas station with no repair bays or facilities is permitted in the GC District, provided any canopy over the fuel pumps shall have the same roof shape and exterior materials as the primary structure.~~ Fuel sales are subject to the general Design District standards set out in Section 6.6 and the specific Gas Station Design Guidelines set out in the Appendix.

9. Fuel Sales

In the GC District, Fuel Sales are permitted as a conditional use in the SC 170 Design District and the US 21 Design District outside the Boundary Street Redevelopment District. In all other GC Districts, Fuel Sales are permitted by special exception. Fuel Sales in all districts where permitted by this UDO, are permitted subject to the following standards:

- a.** Parking and/or service areas shall be separated from adjoining residential properties by a suitable planting screen, fence or wall at least six feet in height;
- b.** No open storage of any type, including the overnight storage of vehicles, shall occur in conjunction with the operation.
- c.** No more than two Fuel Sales facilities are permitted at an intersection of any Arterial Street (Section 7.2.B). No more than one Fuel Sales facility is permitted at the intersection of other streets.
- d.** In new development, pumps should not be located between the building and the adjacent street, but instead be placed behind the building, although the Design Review Board may permit pumps to be located to one side of the building based on unique site conditions including the presence of wide buffers. In such cases, the pumps, including the canopy, shall not project further toward the street than the front line of the building.
- e.** No signs shall be located on any canopy over the pumps.
- f.** Any freestanding light fixtures shall be reduced in height to fifteen feet if the use adjoins a residential district or residential use.
- g.** Any service bay doors shall not be oriented toward any public right-of-way.
- h.** Fuel sales are subject to the general Design District standards set out in Section 6.6 and the specific Gas Station Design Guidelines set out in the Appendix.

GAS STATION DESIGN GUIDELINES

October 14, 2010

Key Objectives

- Protect and enhance the character and quality of commercial districts and adjacent neighborhoods where gas station and convenience stores are located.
- Create a high level of expectation in the quality of gas station and convenience store architecture.
- Provide needed flexibility to respond to unique conditions and constraints inherent to specific areas within the community.
- Minimize negative impacts to adjacent uses resulting from on-site activities.
- Maintain and strengthen the city's identity and character.

Character/Context

A variety of character/contextual settings exists in Beaufort ranging from historic urban settings in downtown, to suburban settings in outlying areas. Each setting warrants differing responses in terms of site development and design. Gas station and convenience store design should contribute to the established or desired character and identity of the community and neighborhood.

Site Design

1. All development proposals should show evidence of coordination with the site plan, arrangement of buildings and planning elements of neighboring properties:
 - Seek shared-access with adjoining commercial uses where feasible to minimize curb cuts and enhance pedestrian and vehicular areas.
 - Minimize cross traffic conflicts within parking areas.
2. Mitigate the negative impacts from site activities on adjoining uses:
 - Service areas, storage areas, and refuse enclosures should be oriented away from public view and screened from adjacent sites.
3. ATMs and other vending machines should be located within the primary retail building.
4. Sidewalks shall be provided from the primary entrance to the public sidewalk.
5. Vacuum stations and similar equipment are prohibited on the sides of the principle structure abutting a residential use.
6. When pumps are proposed at facilities not meeting the design standards of this UDO, a decorative wall not less than three feet in height shall be required along any side of the property adjoining a street.
7. Provide significant architectural or landscape features at the corner on corner sites in order to address the public realm and enhance the streetscape.

Architecture

The intent of the following architectural guidelines is to encourage creative architecture that is responsive to local and regional context and contributes to the aesthetic identity of the community.

1. The building should be appropriately sized and scaled for the site and the overall context. “Kiosk”-type fuel sales are not permitted. A kiosk in this context is defined as an ancillary building from which an attendant sells sundries and monitors the pump; customers are generally not allowed into the building.
2. Buildings should not derive their image from applied treatments that express corporate identity.
3. The primary building should be at least 50% as long (measured parallel to the street) as the distance along the longest line of pumps parallel to the street.
4. The design of stand-alone gas stations and convenience stores should conform to the dominant existing or planned character of the surrounding neighborhood. This can be accomplished through the use of similar forms, materials and colors.
5. All sides of a building should express consistent architecture detail and character. All site walls, screen walls and pump island canopies and other outdoor covered areas should be architecturally integrated with the building by using similar material, color and detailing.
6. Building colors should emphasize earth tones. The use of highly reflective or glossy materials should be limited and will not be appropriate in all contexts.
7. Canopy:
 - Canopy should relate to the building in architectural design and materials.
 - Canopies with a pitched roof are encouraged. Multiple canopies or canopies that express differing architectural masses are encouraged.
 - Canopy support columns should be entirely encased with materials that complement the primary building.
 - Canopy fascia should be compatible in scale with building fascia.
 - Canopy band face should be of a color consistent with the main structure or an accent color.
 - Canopy ceiling should be recessed.
 - Outlining of canopies with light bands or tubes is prohibited.

Pump Island

The intent of this section is to encourage pump island designs that are well organized and consolidated to minimize visual clutter. Pump island components consist of: fuel dispensers, refuse containers, automated payment points, safety bollards, and other appurtenances.

1. The design of pump islands should be architecturally integrated with other structures on-site using similar colors, materials and architectural detailing.
2. The color of the various components of the pump island, including dispensers, bollards and all appurtenances, are encouraged to be muted.

3. All elements of the pump island or canopy that are not operational should be architecturally integrated by use of color, material, and architectural detailing.
4. The use of translucent materials and internally lighted cabinets are discouraged as finishes or as applied treatments at the pump island or on the canopy.
5. Either a pump island curb or bollard is recommended for the protection of dispensing units.

Lighting

1. Light fixtures mounted under canopies should be completely recessed into the canopy with flat lenses that are translucent and completely flush with the bottom surface (ceiling) of the canopy.
2. The sides (fascias) of the canopy should extend below the lens of the fixture 12 inches to block the direct view of the light sources and lenses from property line.
3. Lights should not be mounted on the top or sides (fascias) of the canopy and the sides (fascias) should not be illuminated.

Landscaping

1. Provide ample landscaping and or a decorative wall to enhance the streetscape and define the street edge when setting building structures back from the street is unavoidable.

See Section 7.3. for specific landscaping requirements.

Sign

See Section 7.2 for specific signage requirements. The following provision supersedes the reader board requirements in Section 7.2.G.1.g

Gas stations in any district where permitted by this UDO may be approved to have a reader board included in a freestanding sign. The reader board shall be no more that 40% of the size of the sign face.