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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Tanya A. Gee, Circuit Court Judge

Appellate Case No. 2015-002532

Christ Central Ministries..... Respondent,

v.

City of Columbia. Board of Zoning Appeals .....Appellant.

**RECORD ON APPEAL**

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Office of the City Attorney  
Post Office Box 667  
Columbia, SC 29202  
Telephone (803) 733-8247  
Attorney for Appellant

Jay Bender  
Post Office Box 8057  
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Telephone (803) 799-9091  
Attorney for Respondent

THE STATE OF SOUTH CAROLINA  
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STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2015CP4003357

Christ Central Ministries

City Of Columbia Board Of Zoning Appeals

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: \_\_\_\_\_

Attorney for :  Plaintiff  Defendant or  Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

**INFORMATION FOR THE PUBLIC INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: \_\_\_\_\_

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge \_\_\_\_\_

Judge Code \_\_\_\_\_

Date \_\_\_\_\_

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this 17 November 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Jerry Jay Bender

Natalie R. Armstrong

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter \_\_\_\_\_

Clerk of Court

*Jeanette W. McBride*

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Christ Central Ministries, )  
Petitioner, )

Case No. 2015-CP-40-03357

vs. )

ORDER REVERSING DECISION  
OF BOARD OF ZONING APPEALS

City of Columbia Board of Zoning )  
Appeals, )  
Respondent. )

RICHLAND COUNTY  
FILED  
2015 NOV 12 AM 9:55  
JEANETTE W. NORRIS  
C.C.P. & G.S.

### BACKGROUND

This matter is before the court on appeal from a decision of the City of Columbia Board of Zoning Appeals (Board) upholding an interpretation by the City's Zoning Administrator (Administrator) of a provision in the Code of Ordinances for the City of Columbia regulating billboards. S.C. Code Ann. §6-29-820 (1976). A hearing was held in open court in Columbia on November 6, 2015, at which time the parties appeared through counsel.

### STANDARD OF REVIEW

On appeal the finding of facts by the Board are to be treated in the same manner as the finding of facts by a jury. S.C. Code Ann. §6-29-840 (1976); *Helicopter Solutions, Inc. v. Hinde*, 414 S.C. 1, 776 S.E.2d 753 (Ct. App. 2015). The role of the court in such an appeal is to "determine only whether the decision of the board is correct as a matter of law." S.C. Code Ann. §6-29-840 (1976).

In making the determination whether the interpretation of an ordinance is correct as a matter of law, the court is to be guided by several well-established principles: (1) legislative intent will prevail if it can reasonably be discovered in the language used in an ordinance; (2) an ordinance must be interpreted in a reasonable, practical and fair manner; and, (3) the terms used

1 of 7 Jney

in the ordinance must be taken in their ordinary and popular meaning. *Charleston County Parks & Recreation Comm'n. v. Somers*, 319 S.C. 65, 459 S.E.2d 841 (1995). And, where, as here, the ordinance governs the right of a person to use private property, the ordinance is to be strictly construed, as the Supreme Court of South Carolina explained in *City of Myrtle Beach v. Juel P. Corp.*, 344 S.C. 43, 543 S.E.2d 538, 540 (2001):

“[O]rdinances in derogation of natural rights of persons over their property are to be strictly construed as they are in derogation of the common law right to use private property so as to realize its highest utility and should not be impliedly extended to cases not clearly within their scope and purpose.” *Purdy v. Moise*, 223 S.C. 298, 302, 75 S.E.2d 605, 607 (1953).

Finally, in ascertaining the intention of the legislative body from the language used in a statute or ordinance, the court will reject an interpretation that is “so plainly absurd that it could not possibly have been intended.” *Kiriakides v. United Artists Communications, Inc.*, 312 S.C. 271, 440 S.E.2d 364, 366 (1994).

#### **APPLICABLE ZONING ORDINANCE PROVISION**

This appeal is to be determined, as was the Board’s decision, by consideration of the decision of the Administrator to deny a permit sought by petitioner to replace a fixed copy billboard with a changeable copy billboard as governed by a provision in the City’s zoning code:

Notwithstanding the provision of Division 7 of this article, the fixed display surface of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy, except under no circumstances is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.

§17-404(e)(4) Code of Ordinances of the City of Columbia.

## FACTS

The record before the Board establishes that petitioner was the owner of real property located at on the southeast corner of the intersection of Main Street and Elmwood Avenue in the City of Columbia. Petitioner had leased to Lamar Companies (Lamar) a portion of the property on which Lamar had erected a fixed display billboard. In early 2014, Lamar sought and was granted a permit under section 17-404(c)(4) of the zoning ordinance to replace the existing billboard with a changeable copy billboard. In the spring of 2014, as the Lamar lease was expiring, petitioner notified Administrator that it wished to obtain a permit for a changeable copy sign on its property, and in May 2014 notified Administrator of the appointment of an agent other than Lamar, Stevenson, to pursue a permit for the replacement billboard. On June 11, 2014, subsequent to petitioner's notice to Administrator of its appointment of Stevenson as its agent for purposes of obtaining a permit, Administrator extended Lamar's permit, which was on the verge of expiration, to December 31, 2014. On June 18, 2014, Administrator, responding to petitioner's letter of April 16, 2014, and without advising petitioner that Lamar's permit had been extended to December 31, 2014, advised petitioner that it or another would be issued a permit upon expiration or abandonment of the Lamar permit, provided the application was in conformity with the applicable ordinance.

Lamar removed its fixed display billboard in August 2014. On September 23, 2014, petitioner submitted an application for a permit to replace the fixed display billboard with a changeable copy billboard. On October 8, 2014, Administrator wrote to Lamar to ask if Lamar intended to cancel its permit "so that staff may issue a new permit to the current applicant [petitioner] to finish replacement...." No reply from Lamar is contained in the record, but since petitioner in early January 2015 communicated its desire to obtain a permit for the changeable

307 jmy

copy billboard, it seems that Lamar's permit remained extant until expiration on December 31, 2014. On February 2, 2015, Administrator wrote to Stevenson to give his interpretation of the ordinance. The interpretation of the ordinance as stated by Administrator in his letter:

It is my understanding that the non-conforming sign at the above referenced location was removed by the sign owner on or about August 2, 2014. As such, this office would not be able to issue a permit, per §17-404(c)4, to replace a sign that is no longer existing.

### **BOARD'S CONCLUSIONS OF LAW**

Following a hearing on April 14, 2015, the Board on May 11, 2014, issued its opinion on petitioner's appeal from Administrator's denial of its application for a permit and stated the following conclusions of law:

Pursuant to the power and duty of the Board of Zoning Appeals to review administrative decisions and determinations (§17-112), we have heard the testimony and reviewed the Applicant's request for administrative appeal, and find that the appellant has failed to prove that the Zoning Administrator erred in his determination regarding the issuance of a zoning permit to install a digital outdoor advertising sign per §17-404(e)(4).

Therefore, based on the foregoing, the Board of Zoning Appeals concludes that the decision of the Zoning Administrator as describe above is hereby **AFFIRMED**.

### **ISSUE BEFORE THE COURT**

Administrator interpreted the ordinance to mean that once a fixed display sign was removed it could not be replaced. The issue before the court on this appeal is whether this interpretation is correct as a matter of law.

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## DISCUSSION

The ordinance, in its applicable provision, uses the word "replaced" twice and the word "replacement" once. The ordinance provides that the "fixed display surface of a legal nonconforming outdoor advertising sign may be replaced in whole or part...with changeable copy." "Replacement" or substantial alteration of the sign support structure is not allowed except where an existing metal sign support structure would be "replaced" with a new metal structure.

According to the City, the petitioner waited too long to seek a permit for a changeable copy billboard. However, no language in the relevant provision of the ordinance imposes a period in which one must act to seek a permit, and strict construction of the ordinance does not grant this court authority to impose such a limitation. *Helicopter Solutions, Inc., supra.*

Here, both parties agree the Administrator's determination that petitioner was not entitled to a permit for a changeable copy billboard was based entirely on Administrator's interpretation of the ordinance rather than any disputed issues of fact; therefore, a review of that decision, and the Board's affirmation of that decision, is a matter of law. In such a review the court has a broader, more independent role than it would in reviewing findings of fact. *Helicopter Solutions, Inc., supra.*

Based on the plain language of the ordinance, even in those circumstances where a fixed display billboard is a "legal nonconforming outdoor sign" it may be replaced with a changeable copy billboard unless it is within 300 feet of a residential district. Similarly, even a metal support structure of the legal nonconforming fixed display sign may be replaced with a new metal sign support structure. The intent of the ordinance is to allow a new display surface, changeable copy rather than fixed copy, and a new metal structure. This intent is easily

ascertained by giving the words "replaced" and "replacement" their ordinary and popular meanings. The common meaning of "replaced" is "to take or fill the place of," or "to be a replacement for." "Replacement" is synonymous with "substitution." *Webster's II New College Dictionary* (Houghton Mifflin Co., 1995).

Under Administrator's interpretation of the ordinance, a changeable copy billboard could never be constructed in place of a fixed copy billboard because once the fixed copy billboard is removed, it is "no longer existing." The intent of City Council, expressed in clear language in the ordinance, authorizes the removal of fixed copy billboards and their support structures in conjunction with erecting changeable copy billboards and new metal support structures in specified circumstances.

As a matter of law, Administrator's interpretation of the ordinance is an error of law. The language of the ordinance is unambiguous, and the intention of the Columbia City Council is expressed clearly in the replacement language in the ordinance. Administrator's interpretation is inconsistent with the legal requirements that an ordinance be interpreted in a reasonable, practical and fair manner, and that an absurd result be avoided. It is unreasonable, unfair and absurd to believe that this ordinance precludes the erection of a replacement billboard once a fixed copy billboard is removed. Allowing the removal of an existing fixed copy billboard and its replacement with a new changeable copy billboard, including a new metal support structure in the appropriate circumstance, is both contemplated in the language used in the ordinance and the expressed intent of the City Council.

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**ORDER**

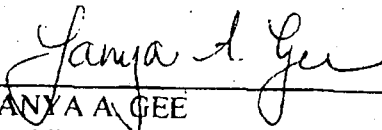
Based on the foregoing, IT IS HEREBY ORDERED that the May 11, 2015 decision of the City of Columbia Board of Zoning Appeals be, and the same hereby is, reversed.

IT IS FURTHER ORDERED that petitioner be granted a permit to erect a changeable copy billboard, including a replacement metal sign support structure on its property.

AND IT IS SO ORDERED.

Columbia, South Carolina

November 12, 2015

  
\_\_\_\_\_  
TANYA A. GEE  
Presiding Judge  
Fifth Judicial Circuit

Board of Zoning Appeals )  
 )  
City of Columbia )

**ORDER  
ON AN ADMINISTRATIVE APPEAL**

**Date Heard:** April 14, 2015  
**Case Number:** 15-021-AA  
**Property:** 2024 Main Street (TMS#09016-11-06)  
**Zoning District:** C-4 / DD (Central Area Commercial within a Design Development District)  
**Applicant:** Jay Bender, attorney for Christ Central Ministries  
**Other Parties in Interest:** Tobias G. Ward, Jr., attorney for Lamar Advertising

The City of Columbia Board of Zoning Appeals held a public hearing on April 14, 2015 to consider the appeal for administrative review of Jay Bender, attorney for Christ Central Ministries, Applicant, pursuant to §17-111, §17-112, and §17-404(e)(4) of the City of Columbia Code of Ordinances. The applicant alleges that the Zoning Administrator did err by denying an application to replace an outdoor sign with a changeable copy sign affecting the above listed property.

After consideration of the evidence and arguments presented, the Board decides as follows:

**Findings of Fact:**

Notice of public hearing for this case was posted on the property, as well as notice was published in a newspaper of general circulation within the city no less than 15 days prior to the hearing.

The sign in question was located upon the subject property, located in the City of Columbia, South Carolina, at 2024 Main Street.

The application alleges that the Zoning Administrator did err by denying an application to replace an outdoor sign with a changeable copy sign. Further, the applicant alleges that the Zoning Administrator "erred in suspending consideration of appellant's permit application for a changeable copy replacement advertising sign on the subject property due to a previously issued but unexpired permit issue to a third party, the term of which permit extended beyond the third party's leasehold interest in the subject property."

The application states that the applicant has been aggrieved and affected by this decision in that the "delay in consideration of appellant's application had the effect of denying appellant the ability to replace immediately the then existing fixed display sign with appellant's changeable copy sign as allowed by §17-404(e)(4) of the City of Columbia Code of Ordinances."

§17-404(e)(4) of the City of Columbia Code of Ordinances states that notwithstanding the provisions of Division 7 of this article (Article 3, Division 7; sections 17-201 through 17-210 regarding non-conforming uses), the fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display

surface area with changeable copy, except under no circumstance is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally, this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.

On June 18, 2014, the Zoning Administrator issued a determination letter stating that following the expiration of the active building/zoning permit held by Lamar Advertising a permit could be issued if found to be in compliance with §17-404(e)(4) and any other applicable codes.

On February 2, 2015, the Zoning Administrator issued a determination letter regarding the whether or not a zoning permit could be issued to install a digital outdoor advertising sign at 2024 Main Street. The letter stated the Zoning Administrator's understanding that a non-conforming sign was removed by the sign owner on or about August 2, 2014; and that a zoning permit could not be issued per §17-404(e)(4) in that the sign no longer existed.

**Conclusions of Law:**

Pursuant to the power and duty of the Board of Zoning Appeals to review administrative decisions and determinations (§17-112), we have heard the testimony and reviewed the Applicant's request for administrative appeal, and find that the appellant has failed to prove that the Zoning Administrator erred in his determination regarding the issuance of a zoning permit to install a digital outdoor advertising sign per §17-404(e)(4).

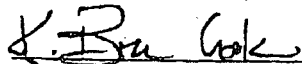
Therefore, based on the foregoing, the Board of Zoning Appeals concludes that the decision of the Zoning Administrator as described above is hereby **AFFIRMED**.

Voting Aye: Durkin, Young, Cromartie, McKnight, and McMeekin.  
Voting Nay: None.  
Absent: Hubbard and Salley.

**AND IT IS SO ORDERED!**

  
Ernest W. Cromartie III, Board Chairman

5/11/15  
Date

  
K. Brian Cook, Zoning Administrator

5.4.15  
Date

Date Mailed to Applicant  
and Other Parties of Interest:

5/11/15 *AK*

**NOTICE OF APPEAL TO CIRCUIT COURT MUST BE FILED WITHIN  
THIRTY (30) DAYS AFTER THE DATE THIS ORDER WAS MAILED**

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Tanya A. Gee, Circuit Court Judge

Case No. 2015-CP-40-03357

Christ Central Ministries,

Respondent,

v.

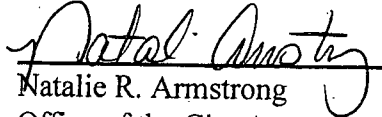
City of Columbia,

Appellant.

NOTICE OF APPEAL

Natalie R. Armstrong appeals the order of the Honorable Tanya A. Gee dated November 12, 2015. Appellant received written notice of entry of this order on November 30, 2015.

December 7, 2015

  
Natalie R. Armstrong  
Office of the City Attorney  
Post Office Box 667  
Columbia, South Carolina 29202  
(803) 737-4242  
Attorney for Appellant

Other Counsel of Record:  
Jay Bender  
Post Office Box 8057  
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Attorney for Respondent  
(803) 799-9091

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JEANETTE M. NORRIS  
C.C.P. & G.S.

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

Christ Central Ministries, )  
Petitioner, )

vs. )

City of Columbia Board of Zoning )  
Appeals, )  
Respondent. )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Case No. 2015-CP-40-53557

ORDER REVERSING DECISION  
OF BOARD OF ZONING APPEALS

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DEC 07 2015

SC Court of Appeals

RICHLAND COUNTY  
FILED  
2015 NOV 12 AM 9:55  
JEANNETTE W. McBRIDE  
C.C.P. & G.S.

**BACKGROUND**

This matter is before the court on appeal from a decision of the City of Columbia Board of Zoning Appeals (Board) upholding an interpretation by the City's Zoning Administrator (Administrator) of a provision in the Code of Ordinances for the City of Columbia regulating billboards. S.C. Code Ann. §6-29-820 (1976). A hearing was held in open court in Columbia on November 6, 2015, at which time the parties appeared through counsel.

**STANDARD OF REVIEW**

On appeal the finding of facts by the Board are to be treated in the same manner as the finding of facts by a jury. S.C. Code Ann. §6-29-840 (1976); *Helicopter Solutions, Inc. v. Hinde*, 414 S.C. 1, 776 S.E.2d 753 (Ct. App. 2015). The role of the court in such an appeal is to "determine only whether the decision of the board is correct as a matter of law." S.C. Code Ann. §6-29-840 (1976).

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Finally, in ascertaining the intention of the legislative body from the language used in a statute or ordinance, the court will reject an interpretation that is “so plainly absurd that it could not possibly have been intended.” *Kiriakides v. United Artists Communications, Inc.*, 312 S.C. 271, 440 S.E.2d 364, 366 (1994).

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This appeal is to be determined, as was the Board’s decision, by consideration of the decision of the Administrator to deny a permit sought by petitioner to replace a fixed copy billboard with a changeable copy billboard as governed by a provision in the City’s zoning code:

Notwithstanding the provision of Division 7 of this article, the fixed display surface of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy, except under no circumstances is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.

§17-404(e)(4) Code of Ordinances of the City of Columbia.

**SCANNED**

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14 jny

## FACTS

The record before the Board establishes that petitioner was the owner of real property located at on the southeast corner of the intersection of Main Street and Elmwood Avenue in the City of Columbia. Petitioner had leased to Lamar Companies (Lamar) a portion of the property on which Lamar had erected a fixed display billboard. In early 2014, Lamar sought and was granted a permit under section 17-404(e)(4) of the zoning ordinance to replace the existing billboard with a changeable copy billboard. In the spring of 2014, as the Lamar lease was expiring, petitioner notified Administrator that it wished to obtain a permit for a changeable copy sign on its property, and in May 2014 notified Administrator of the appointment of an agent other than Lamar, Stevenson, to pursue a permit for the replacement billboard. On June 11, 2014, subsequent to petitioner's notice to Administrator of its appointment of Stevenson as its agent for purposes of obtaining a permit, Administrator extended Lamar's permit, which was on the verge of expiration, to December 31, 2014. On June 18, 2014, Administrator, responding to petitioner's letter of April 16, 2014, and without advising petitioner that Lamar's permit had been extended to December 31, 2014, advised petitioner that it or another would be issued a permit upon expiration or abandonment of the Lamar permit, provided the application was in conformity with the applicable ordinance.

Lamar removed its fixed display billboard in August 2014. On September 23, 2014, petitioner submitted an application for a permit to replace the fixed display billboard with a changeable copy billboard. On October 8, 2014, Administrator wrote to Lamar to ask if Lamar intended to cancel its permit "so that staff may issue a new permit to the current applicant [petitioner] to finish replacement...." No reply from Lamar is contained in the record, but since petitioner in early January 2015 communicated its desire to obtain a permit for the changeable

SCANNED  
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copy billboard, it seems that Lamar's permit remained extant until expiration on December 31, 2014. On February 2, 2015, Administrator wrote to Stevenson to give his interpretation of the ordinance. The interpretation of the ordinance as stated by Administrator in his letter:

It is my understanding that the non-conforming sign at the above referenced location was removed by the sign owner on or about August 2, 2014. As such, this office would not be able to issue a permit, per §17-404(e)4, to replace a sign that is no longer existing.

### **BOARD'S CONCLUSIONS OF LAW**

Following a hearing on April 14, 2015, the Board on May 11, 2014, issued its opinion on petitioner's appeal from Administrator's denial of its application for a permit and stated the following conclusions of law:

Pursuant to the power and duty of the Board of Zoning Appeals to review administrative decisions and determinations (§17-112), we have heard the testimony and reviewed the Applicant's request for administrative appeal, and find that the appellant has failed to prove that the Zoning Administrator erred in his determination regarding the issuance of a zoning permit to install a digital outdoor advertising sign per §17-404(e)(4).

Therefore, based on the foregoing, the Board of Zoning Appeals concludes that the decision of the Zoning Administrator as describe above is hereby **AFFIRMED.**

### **ISSUE BEFORE THE COURT**

Administrator interpreted the ordinance to mean that once a fixed display sign was removed it could not be replaced. The issue before the court on this appeal is whether this interpretation is correct as a matter of law.

**SCANNED**

49167 JMB

## DISCUSSION

The ordinance, in its applicable provision, uses the word "replaced" twice and the word "replacement" once. The ordinance provides that the "fixed display surface of a legal nonconforming outdoor advertising sign may be replaced in whole or part...with changeable copy." "Replacement" or substantial alteration of the sign support structure is not allowed except where an existing metal sign support structure would be "replaced" with a new metal structure.

According to the City, the petitioner waited too long to seek a permit for a changeable copy billboard. However, no language in the relevant provision of the ordinance imposes a period in which one must act to seek a permit, and strict construction of the ordinance does not grant this court authority to impose such a limitation. *Helicopter Solutions, Inc., supra.*

Here, both parties agree the Administrator's determination that petitioner was not entitled to a permit for a changeable copy billboard was based entirely on Administrator's interpretation of the ordinance rather than any disputed issues of fact; therefore, a review of that decision, and the Board's affirmation of that decision, is a matter of law. In such a review the court has a broader, more independent role than it would in reviewing findings of fact. *Helicopter Solutions, Inc., supra.*

Based on the plain language of the ordinance, even in those circumstances where a fixed display billboard is a "legal nonconforming outdoor sign" it may be replaced with a changeable copy billboard unless it is within 300 feet of a residential district. Similarly, even a metal support structure of the legal nonconforming fixed display sign may be replaced with a new metal sign support structure. The intent of the ordinance is to allow a new display surface, changeable copy rather than fixed copy, and a new metal structure. This intent is easily

SCANNED

ascertained by giving the words "replaced" and "replacement" their ordinary and popular meanings. The common meaning of "replaced" is "to take or fill the place of," or "to be a replacement for." "Replacement" is synonymous with "substitution." *Webster's II New College Dictionary* (Houghton Mifflin Co., 1995).

Under Administrator's interpretation of the ordinance, a changeable copy billboard could never be constructed in place of a fixed copy billboard because once the fixed copy billboard is removed, it is "no longer existing." The intent of City Council, expressed in clear language in the ordinance, authorizes the removal of fixed copy billboards and their support structures in conjunction with erecting changeable copy billboards and new metal support structures in specified circumstances.

As a matter of law, Administrator's interpretation of the ordinance is an error of law. The language of the ordinance is unambiguous, and the intention of the Columbia City Council is expressed clearly in the replacement language in the ordinance. Administrator's interpretation is inconsistent with the legal requirements that an ordinance be interpreted in a reasonable, practical and fair manner, and that an absurd result be avoided. It is unreasonable, unfair and absurd to believe that this ordinance precludes the erection of a replacement billboard once a fixed copy billboard is removed. Allowing the removal of an existing fixed copy billboard and its replacement with a new changeable copy billboard, including a new metal support structure in the appropriate circumstance, is both contemplated in the language used in the ordinance and the expressed intent of the City Council.

6 of 7 July  
18  
**SCANNED**

**ORDER**

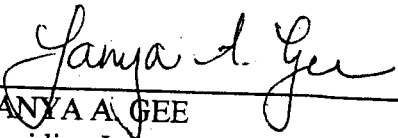
Based on the foregoing, IT IS HEREBY ORDERED that the May 11, 2015 decision of the City of Columbia Board of Zoning Appeals be, and the same hereby is, reversed.

IT IS FURTHER ORDERED that petitioner be granted a permit to erect a changeable copy billboard, including a replacement metal sign support structure on its property.

AND IT IS SO ORDERED.

Columbia, South Carolina

November 12, 2015

  
\_\_\_\_\_  
TANYA A. GEE  
Presiding Judge  
Fifth Judicial Circuit

**SCANNED**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Tanya A. Gee, Circuit Court Judge

Case No. 2015-CP-40-3357

RECEIVED

DEC 07 2015

SC Court of Appeals

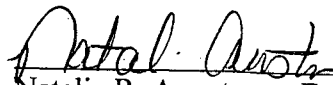
Christ Central Ministries..... Respondent,  
v.  
City of Columbia..... Appellant.

RICHLAND COUNTY  
FILED  
2015 DEC 7 PM 3:17  
JEANNETTE W. MORRIS  
C.C.P. & C.S.

PROOF OF SERVICE

I certify that I have served the *Notice of Appeal* on Christ Central Ministries by depositing a copy of it in the United States Mail, postage prepaid, on December 7, 2015, addressed to its attorney of record, Jay Bender, Esquire, at his office at Post Office Box 8057, Columbia, South Carolina 29202.

December 7, 2015

  
Natalie R. Armstrong, Esquire  
Office of the City Attorney  
Post Office Box 667  
Columbia, South Carolina 29202  
Tel: (803) 737-4242  
Attorney for Appellant

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT  
C/A NO.: 2015-CP-40-03357

Christ Central Ministries, )  
Appellant, )

RETURN OF CITY OF COLUMBIA  
BOARD OF ZONING APPEALS

vs. )

City of Columbia Board of Zoning )  
Appeals, )  
Respondent. )

2015 JUN 25 PM 4:01  
JENNIFER M. HENRIE  
C.C.P. # 03357  
RICHLAND COUNTY

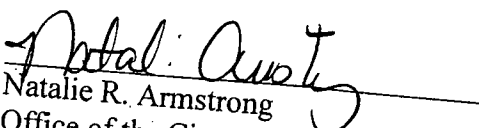
The Respondent, City of Columbia Board of Zoning Appeals, respectfully makes the following Return to the Notice of Appeal filed on June 5, 2015, and received by the Respondent on June 15, 2015.

1. Respondent hereby certifies that it has attached to this Return as Exhibit A the official record of the proceedings before the City of Columbia Board of Zoning Appeals (Bates numbered BZA000001-BZA000144) including a DVD of the public hearing held on April 14, 2015.
2. Respondent denies the substantive grounds of appeal as stated by the Appellant and asserts that there is evidence in the record supporting the conclusion of the Board of Zoning Appeals and, consequently, the Appeal should be dismissed.
3. Respondent craves reference to the Record on Appeal for the procedural/factual background concerning this matter and denies Appellant's assertion of factual matters to the extent such is inconsistent with the official record.

4. Respondent denies Appellant is entitled to the relief sought to the extent Appellant seeks relief or asserts error concerning matters or issues that are outside the jurisdiction of the City of Columbia Board of Zoning Appeals.

5. Respondent denies Appellant is entitled to the relief requested to the extent that one or more of Appellant's grounds for appeal were not raised to and ruled upon by the City of Columbia Board of Zoning Appeals.

WHEREFORE, having fully set forth its Return to the Notice of Appeal within action, the Respondent, City of Columbia Board of Zoning Appeals, prays for an Order of this Court dismissing the Appeal and for such other and further relief may be deemed just and proper.

  
Natalie R. Armstrong  
Office of the City Attorney  
P.O. Box 667  
Columbia, South Carolina 29202  
(803) 737.4242  
Facsimile: (803) 737.4250  
Attorney for Respondent

June 25, 2015  
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christ Central Ministries,

Appellant,

vs.

City of Columbia Board of Zoning Appeals,

Respondent.

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

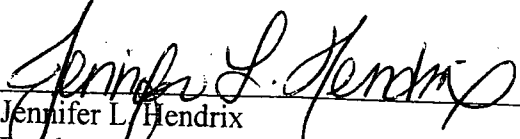
C/A: 2015-CP-40-03357

CERTIFICATE OF SERVICE

2015 JUN 25 PM 4:01  
JENNIFER L. HENDRIX  
D.D.P. & U.S.  
FROM: JEFFREY...

The undersigned hereby certifies that she served a copy of the *Return of City of Columbia Board of Zoning Appeals* along with Exhibits on counsel for Appellant by placing a copy in the United States mail, sufficient postage pre-paid and return address clearly indicated to him at his address shown below on this 25<sup>th</sup> day of June, 2015.

**Jay Bender, Esquire**  
**Baker Ravenel & Bender, LLP**  
**PO Box 8057**  
**Columbia, SC 29202**

  
Jennifer L. Hendrix  
Paralegal for the City of Columbia

June 25, 2015  
Columbia, South Carolina

RECEIVED

JUN 24 2015

2015CP4003357

ZONING DIVISION )  
ML STATE OF SOUTH CAROLINA )  
 COUNTY OF RICHLAND )  
 Christ Central Ministries, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 City of Columbia Board of Zoning )  
 Appeals, )  
 )  
 Respondent. )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

NOTICE OF APPEAL


APPEAL FROM BOARD OF ZONING APPEALS  
(S.C. Code §6-29-820)

RICHLAND COUNTY  
 FILED  
 2015 JUN 15 PM 1:11  
 JEANETTE W. MCBRIDE  
 C.C.P. & G.S.

TO: SECRETARY, CITY OF COLUMBIA BOARD OF ZONING APPEALS:

Pursuant to S.C. Code §6-29-830 you are hereby notified of the filing of the appeal above-captioned. Further, you are notified and directed to file with this office a certified copy of the proceedings held before the City of Columbia Board of Zoning Appeals in connection with this matter, including a transcript of the evidence heard before the said Board, along with the decision of the Board, including its finding of fact and conclusion.

IT IS SO ORDERED.

  
 Honorable Jeanette W. McBride  
 Clerk of Court  
 Richland County, South Carolina

6-15, 2015  
 Columbia, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Christ Central Ministries, )  
 )  
Petitioner, )

**PETITION FOR JUDICIAL REVIEW**

**APPEAL FROM BOARD OF ZONING APPEALS**  
**(S.C. Code §6-29-820)**

v. )

City of Columbia Board of Zoning )  
Appeals, )  
 )  
Respondent. )

FILED  
JUN -5 PM 3:20  
RICHLAND COUNTY  
EMMETTE W. MCGRIFE  
CLERK S.C.S.

Pursuant to S.C. Code §6-29-820, the Petitioner, Christ Central Ministries, appeals from the ruling of the Respondent, City of Columbia Board of Zoning Appeals, as set forth in the attached "Order on an Administrative Appeal" (Exhibit A) as more fully appears below.

**FACTUAL BACKGROUND**

The Petitioner owns real property located at 2024 Main Street, which corners with Elmwood Avenue within the city limits of the City of Columbia. The Property is zoned commercial and is subject to Columbia's Zoning Ordinance which includes certain regulations concerning the placement and operation of outdoor advertising signs ("billboards").

For a number of years, Petitioner leased a site for a billboard to Lamar Outdoor Advertising, Inc. ("Lamar"). Lamar erected and operated a static outdoor display with faces oriented to the West and East along the Elmwood Avenue frontage of Petitioner's property. As the Lamar lease reached the end of its term, the Petitioner sought to secure a permit from city zoning officials to replace Lamar's fixed display with a digital, changeable copy display. Replacement of a fixed display with changeable copy displays is expressly authorized by

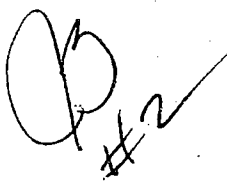
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Columbia's Zoning Ordinance, Section 17-404(e)(4). The Ordinance provides for such replacement even at sign locations which are otherwise non-conforming and expressly saves such replacement signs from the reach of Columbia's general rules concerning non-conforming uses, structures and characteristics of use. Absent Section 17-404(e)(4), the sign could not have been replaced.

Petitioner approached Columbia's Zoning Administrator on several occasions in efforts to secure the required permit. However, the Zoning Administrator had issued a permit for replacement to Lamar and had extended the expiration date of that permit until and through December 31, 2014, beyond the expiration of Lamar's leasehold interest that allowed its signs to be placed on Petitioner's property. The Zoning Administrator informed Petitioner that no new permit could be issued until the Lamar permit expired, notwithstanding the fact that Lamar removed its static display in August, 2014, its lease having expired.

Immediately after Lamar's outstanding permit expired, Petitioner renewed its request for a permit to replace Lamar's former fixed display with a digital display as authorized by Columbia's Zoning Ordinance. After weeks of delay, the Zoning Administrator determined that no permit could be issued to Petitioner "to replace a sign that is no longer existing". The Zoning Administrator reached this conclusion notwithstanding the express authority for replacing fixed signs with digital, changeable copy signs.

Petitioner appealed the Zoning Administrator's determination to Columbia's Board of Zoning Appeals. Following a hearing, the Respondent Board issued its Order affirming the Zoning Administrator's decision, concluding simply that, as a matter of law, the Petitioner "failed to prove that the Zoning Administrator erred in his determination regarding the issuance of a zoning permit to install a digital outdoor advertising sign per Section 17-404(e)(4)".

Handwritten signature and initials, possibly "PB #2", in the bottom left corner.

The Board of Zoning Appeals Order was mailed on May 11, 2015. Petitioner timely filed this appeal within 30 days of that date.

### GROUNDS FOR APPEAL

1. The Zoning Ordinance provides no time frame for the expiration for the right to replace a fixed display with a digital, changeable copy display. The Board erred in concluding, at least inferentially, that Petitioner lost its right to replace pursuant to Section 17-404(e)(4).

2. If Petitioner's right to replace the sign could have been lost to time, the Zoning Administrator effectively froze the passage of time by denying the issuance of a permit pending the expiration of the Lamar permit, which the Zoning Administrator had extended, inexplicably, to a date well beyond the expiration of Lamar's lease and months after Lamar's removal of its fixed display. The Board thus erred in affirming the Zoning Administrator's interpretation of the Ordinance.

3. There are no issues of material fact in this case. The sole issue to be determined is one of law. This is simply a question of the interpretation of the plain language of Columbia's Zoning Ordinance. The Board's decision is erroneous as a matter of law in that the Board has concluded that a replacement movable display sign may not be erected once the static display sign has been removed notwithstanding the clear import of the Ordinance that the new sign replaces one which has been removed.

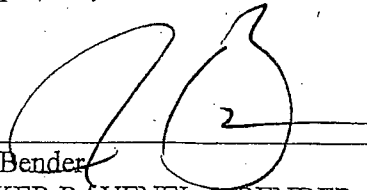
4. The Board's decision is erroneous as a matter of law because it leads to a result with which one cannot literally comply. In order to replace a fixed display and replace it as authorized in Section 17-404(e)(4), the existing sign must first be removed. At the time of removal, it no longer "exists" and thus based upon the Board's ruling in this case, it cannot be

Handwritten signature and initials, possibly "B" and "#3".

replaced. The purpose of the replacement provision, as ordained by Columbia City Council, is thus frustrated by the conclusion of the Board. The Board should therefore be reversed.

The Petitioner respectfully prays for an order of this Court reversing the City of Columbia Board of Zoning Appeals in this matter.

Respectfully submitted



Jay Bender  
BAKER RAVENEL & BENDER, LLP  
Post Office Box 8057  
Columbia, South Carolina 29202-8057  
Telephone: (803) 799-9091  
Facsimile: (803) 779-3423

ATTORNEYS FOR PETITIONER

June 5, 2015  
Columbia, South Carolina

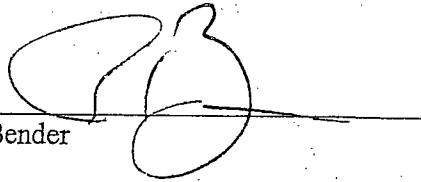
#4

**CERTIFICATE OF EXEMPTION**

The undersigned certifies that the action captioned Christ Central Ministries, Inc. v. City of Columbia is exempt from ADR on grounds that it is an appeal from a decision of a zoning board.

June 4, 2015  
Columbia, South Carolina

Jay Bender



RICHLAND COUNTY  
FILED  
2015 JUN -5 PM 3:20  
JEANNETTE W. MCBRIDE  
C.C.P. & G.S.

# EXHIBIT A

Board of Zoning Appeals )  
 )  
City of Columbia ) **ORDER**  
 **ON AN ADMINISTRATIVE APPEAL**

**Date Heard:** April 14, 2015  
**Case Number:** 15-021-AA  
**Property:** 2024 Main Street (TMS#09016-11-06)  
**Zoning District:** C-4/DD (Central Area Commercial within a Design Development District)  
**Applicant:** Jay Bender, attorney for Christ Central Ministries  
**Other Parties in Interest:** Tobias G. Ward, Jr., attorney for Lamar Advertising

The City of Columbia Board of Zoning Appeals held a public hearing on April 14, 2015 to consider the appeal for administrative review of Jay Bender, attorney for Christ Central Ministries, Applicant, pursuant to §17-111, §17-112, and §17-404(e)(4) of the City of Columbia Code of Ordinances. The applicant alleges that the Zoning Administrator did err by denying an application to replace an outdoor sign with a changeable copy sign affecting the above listed property.

After consideration of the evidence and arguments presented, the Board decides as follows:

**Findings of Fact:**

Notice of public hearing for this case was posted on the property, as well as notice was published in a newspaper of general circulation within the city no less than 15 days prior to the hearing.

The sign in question was located upon the subject property, located in the City of Columbia, South Carolina, at 2024 Main Street.

The application alleges that the Zoning Administrator did err by denying an application to replace an outdoor sign with a changeable copy sign. Further, the applicant alleges that the Zoning Administrator "erred in suspending consideration of appellant's permit application for a changeable copy replacement advertising sign on the subject property due to a previously issued but unexpired permit issue to a third party, the term of which permit extended beyond the third party's leasehold interest in the subject property."

The application states that the applicant has been aggrieved and affected by this decision in that the "delay in consideration of appellant's application had the effect of denying appellant the ability to replace immediately the then existing fixed display sign with appellant's changeable copy sign as allowed by §17-404(e)(4) of the City of Columbia Code of Ordinances."

§17-404(e)(4) of the City of Columbia Code of Ordinances states that notwithstanding the provisions of Division 7 of this article (Article 3, Division 7; sections 17-201 through 17-210 regarding non-conforming uses), the fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display

surface area with changeable copy, except under no circumstance is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally, this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.

On June 18, 2014, the Zoning Administrator issued a determination letter stating that following the expiration of the active building/zoning permit held by Lamar Advertising a permit could be issued if found to be in compliance with §17-404(e)(4) and any other applicable codes.

On February 2, 2015, the Zoning Administrator issued a determination letter regarding the whether or not a zoning permit could be issued to install a digital outdoor advertising sign at 2024 Main Street. The letter stated the Zoning Administrator's understanding that a non-conforming sign was removed by the sign owner on or about August 2, 2014; and that a zoning permit could not be issued per §17-404(e)(4) in that the sign no longer existed.

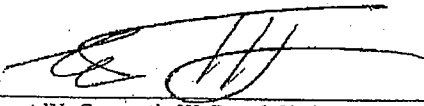
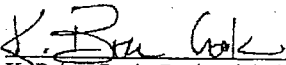
**Conclusions of Law:**

Pursuant to the power and duty of the Board of Zoning Appeals to review administrative decisions and determinations (§17-112), we have heard the testimony and reviewed the Applicant's request for administrative appeal, and find that the appellant has failed to prove that the Zoning Administrator erred in his determination regarding the issuance of a zoning permit to install a digital outdoor advertising sign per §17-404(e)(4).

Therefore, based on the foregoing, the Board of Zoning Appeals concludes that the decision of the Zoning Administrator as described above is hereby **AFFIRMED**.

Voting Aye: Durkin, Young, Cromartie, McKnight, and McMeekin.  
Voting Nay: None.  
Absent: Hubbard and Salley.

**AND IT IS SO ORDERED!**

	5/11/15
Ernest W. Cromartie III, Board Chairman	Date
	5.4.15
K. Brian Cook, Zoning Administrator	Date

Date Mailed to Applicant  
and Other Parties of Interest:

5/11/15 AK

**NOTICE OF APPEAL TO CIRCUIT COURT MUST BE FILED WITHIN  
THIRTY (30) DAYS AFTER THE DATE THIS ORDER WAS MAILED**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Christ Central Ministries, )  
 )  
Petitioner, )

**SUMMONS**

**APPEAL FROM BOARD OF ZONING APPEALS**  
(S.C. Code §6-29-820)

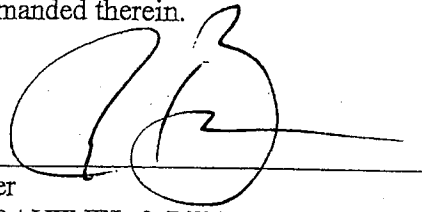
v. )  
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City of Columbia Board of Zoning )  
Appeals, )  
 )  
Respondent. )

RICHLAND COUNTY  
FILED  
2015 JUN -5 PM 3:20  
JEANNETTE W. HODRIDGE  
C.C.P. & G.S.

TO THE ABOVE NAMED RESPONDENT:

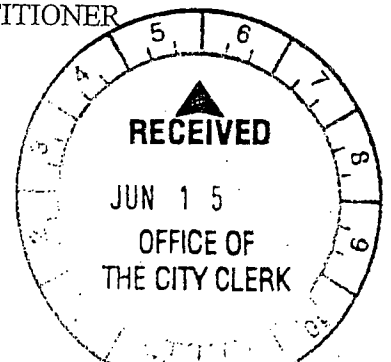
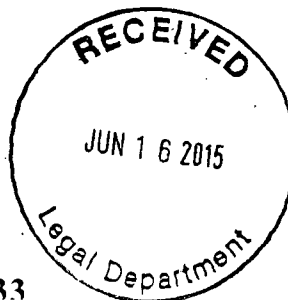
YOU ARE HEREBY SUMMONED and required to answer the Petition for Judicial Review in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Petition upon the subscriber, Baker Ravenel & Bender, LLP, Post Office Box 8057, Columbia, South Carolina 29202-8057, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Petition within the aforesaid time, judgment by default will be rendered against you for relief demanded therein.



Jay Bender  
BAKER RAVENEL & BENDER, LLP  
Post Office Box 8057  
Columbia, South Carolina 29202-8057  
Telephone: (803) 799-9091  
Facsimile: (803) 779-3423

ATTORNEYS FOR PETITIONER

June 5, 2015  
Columbia, South Carolina



1 STATE OF SOUTH CAROLINA ) IN COMMON PLEAS  
2 COUNTY OF RICHLAND ) COURT  
3 )  
4 CHRIST CENTRAL MINISTRIES, )  
5 ) TRANSCRIPT  
6 -V- ) OF  
7 ) RECORD  
8 CITY OF COLUMBIA, ) 2015-CP-40-3357  
9 DEFENDANT. )

10

11

NOVEMBER 6, 2015

12

RICHLAND, SOUTH CAROLINA

13

14 B-E-F-O-R-E:

15 HONORABLE CASEY L. MANNING, JUDGE;

16

17 A-P-P-E-A-R-A-N-C-E-S:

18 FOR THE PLAINTIFF:

19 MR. JAY BENDER, ESQ.

20

21

22 FOR THE DEFENDANT:

23 MS. NATALIE ARMSTRONG, ESQ.

24

25

I-N-D-E-X

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1           (The following proceedings were held on  
2           November 6, 2015.)

3           THE COURT: This is Christ Central Ministries v.  
4           City of Columbia. This involves a billboard and an appeal  
5           where Christ Central Ministries was seeking to replace its  
6           fixed billboard with a changeable display billboard, which  
7           that request was denied after some interesting procedure.

8           Mr. Bender.

9           MR. BENDER: May it please the Court. Did you get  
10          a copy of my memorandum?

11          THE COURT: I did.

12          MR. BENDER: Okay. You mentioned standard of  
13          review in the last case. I do have a case to hand up that I  
14          hadn't cited, but I pass up to you the decision of the South  
15          Carolina Court of Appeals in Helicopter Solutions v. Hinde.

16          THE COURT: Okay.

17          MR. BENDER: And what we have for review here  
18          today is a question of law. And in that circumstance, the  
19          circuit court is not bound by the interpretation of the law  
20          provided by the City and you have broader latitude.

21          Helicopter Solutions actually has one element that  
22          is similar to this, and that is that in the -- the party  
23          appealing the result -- or the party who was unhappy with  
24          the zoning decision had wanted the City to add an  
25          interpretation not supported by the law into the zoning

1 ordinance. And that's precisely the situation we have here  
2 where the zoning administrator seeks to impose a time limit  
3 on the replacement of a fixed sign board with a moveable  
4 sign board when there's nothing in the ordinance that  
5 addresses that. To compound the problem, the timing was  
6 distorted by the unilateral action of the zoning  
7 administrator to extend a permit even though the zoning  
8 administrator had knowledge that Christ Central wanted to  
9 proceed using someone other than Lamar.

10 So even after notice from Christ Central that it  
11 desired to proceed with its agent Hal Stevenson, the zoning  
12 administrator extended Lamar's permit to the end of the year  
13 and then wouldn't let Christ Central proceed even after  
14 Lamar moved its sign. And the rationale given by the  
15 administrator and it's in his opinion, which I've attached  
16 as Exhibit A because it's not in the return, is that once  
17 you remove a billboard that is legally nonconforming, it no  
18 longer exist and you can't replace it. Well, that's an  
19 absurd construction of the word replace. If I'm going to  
20 replace this cup with this cup, I have to remove this one  
21 first. The zoning administrator says once you remove the  
22 first cup, you can't put another one there.

23 As a matter of law, that is an incorrect  
24 interpretation because under the standard of review that you  
25 have, you're to give the legislative attempt primacy in

1 construction here. And in doing that, you have to use words  
2 in their ordinary meaning. And replace means substitution  
3 or to put in the position of. For the zoning administrator  
4 to say once you remove the first fixed sign board, you can't  
5 put up another one because this one no longer exist is just  
6 to create an absurd result and --

7 THE COURT: And they started the process of  
8 letting the City know that they wanted to have a changeable  
9 billboard while that fixed sign still existed? This isn't  
10 one where they're reaching back in time and saying you  
11 remember that billboard we used to have months and months  
12 ago, we've now just decided we would like that to be a  
13 changeable billboard. They went to the City and let them  
14 know we want to change this fixed sign, our lease with Lamar  
15 is about to end. And from their perspective -- and then the  
16 City told them until that permits ends, you can't get a new  
17 permit. And they thought the permit ended in September and  
18 unbeknownst to them --

19 MR. BENDER: That's correct.

20 THE COURT: -- the city unilaterally extended that  
21 permit to December; is that correct?

22 MR. BENDER: They extended it even -- and then  
23 communicated with Lamar about whether or not Lamar was going  
24 to replace the sign after the City knew that Lamar had  
25 removed the fixed sign that was there.

1           So you're right, it's not reaching back in time,  
2 that sign was there when Christ Central sought to replace it  
3 with a moveable sign and the City either distorted the  
4 timing by its unilateral decision to extend Lamar's permit  
5 or have an impossible construction of the language in the  
6 ordinance.

7           So I think the Board of Zoning appeal should be  
8 reversed, the zoning administrator should be reversed and a  
9 petition should be issued to Christ Central to put up a  
10 changeable sign here. Thank you.

11           THE COURT: Okay. Ms. Armstrong.

12           MS. ARMSTRONG: Thank you, Your Honor. Your  
13 Honor, the whole premise that the zoning administrator  
14 unilaterally extended the permit, I believe that that is  
15 false. There's an actual -- I'm sorry, I didn't mark the  
16 page in the record, but Lamar actually petitioned the zone  
17 board for an extension and it was granted.

18           THE COURT: That's right, it came from Lamar, but  
19 Christ Central didn't know about it?

20           MS. ARMSTRONG: Well, Christ Central didn't have  
21 any interest other than sending a letter indicating that  
22 they had appointed someone to oversee their sign. They  
23 didn't have a permit. They didn't have any interest in the  
24 matter.

25           So, Your Honor, with that being said, the

1 extension was granted. Lamar indicated they needed more  
2 time to complete the work. And what happened was, Lamar got  
3 the extension. That was in June, I believe. And it was  
4 after -- as Mr. Bender said, it was after receiving the  
5 letter from Christ Central indicating that Hal Stevenson was  
6 going to assist them in acquiring a new sign, but like I  
7 said, Lamar already had a permit to do the exact same work.  
8 So we couldn't issue another permit for the exact same work  
9 until that permit had ended.

10 Lamar petitioned for more time because they needed  
11 to order parts or something of that nature and they wouldn't  
12 get in in time so they could erect the sign. They got an  
13 extension until the end of the year. Lamar did remove the  
14 sign in August, I believe.

15 THE COURT: Uh-huh.

16 MS. ARMSTRONG: I believe they removed the sign in  
17 August, and in September, the zoning administrator met with  
18 Mr. Stevenson and told him that the permit couldn't be  
19 issued because Lamar had a permit for the very same project.

20 THE COURT: When does the request to change the  
21 sign come in?

22 MS. ARMSTRONG: March of 2014.

23 THE COURT: Okay. So if the request to change the  
24 sign comes in when the sign exist, can a decision be  
25 withheld on whether to allow for the sign -- just, you know,

1 withheld for how long? How long do they get to make a  
2 decision?

3 MS. ARMSTRONG: What happens is they request --  
4 they request a permit to change the sign under this  
5 nonperforming ordinance.

6 THE COURT: Right. So that's what they did.

7 MS. ARMSTRONG: Yes. It's a legal nonconforming  
8 sign. So other than -- well, first of all, it's a  
9 nonconforming sign, so there's no encouragement to keep the  
10 sign up in the first place. But if you can meet the terms of  
11 this particular ordinance, then they will allow you a permit  
12 to change the sign. They submitted the information, they  
13 all fit the ordinance. The permit was issued. The permit  
14 is good for six months. The sign must be changed within  
15 that six-month period, which I believe would be the time frame  
16 that Mr. Bender is talking about. There's no time frame  
17 listed in the statute, but the permit is good for six  
18 months, unless it's extended, which this one was. It was  
19 extended until December 31st, 2014. The sign was taken down  
20 and never put back up.

21 THE COURT: What could Christ Ministries have done  
22 differently here?

23 MS. ARMSTRONG: I don't know, Your Honor. I  
24 believe that the issue here -- and this is not information  
25 that's contained within the record, this is just my own

1 speculation. But we believe that the issue is the owner of  
2 the property had an initial agreement with Lamar and Christ  
3 Central offered them a better deal and Chris Central tried  
4 to step in and kind of take over what Lamar was handling.  
5 Maybe Lamar got upset and just decided to take the sign down  
6 and not put it back -- I don't know what happened, but what  
7 I do know is under the ordinance if there's no sign when you  
8 apply for the permit, then there's nothing that can be  
9 granted because there's no sign there. And so when Christ  
10 Central came in in January to apply for a new permit to  
11 replace the sign, you can't replace something that's not  
12 there.

13 So even had Lamar put the old sign back up during  
14 that permit -- during that permitted time from March to  
15 December, they would have had something to replace, but,  
16 unfortunately, because it's a nonconforming sign in the  
17 first place, once you take it down, the City doesn't really  
18 want it to go back up in the first place unless you meet the  
19 conditions of the ordinance. And one of the conditions of  
20 the ordinance is that the sign exist. So when you come in  
21 in January and apply for a permit to replace a sign that  
22 literally doesn't exist anymore, they were denied.

23 THE COURT: Okay. Maybe I'm confused because I  
24 thought that they had requested to change the sign back in  
25 2014 when the sign did exist and there was a permit and they

1 were told until this permit ends, you can't get another  
2 permit.

3 MS. ARMSTRONG: Well, they never had a permit  
4 because Lamar had the permit, so no permit could be issued  
5 to Christ Central because --

6 THE COURT: Until that permit expired?

7 MS. ARMSTRONG: Correct.

8 THE COURT: Okay. So then the permit expires in  
9 December and they asked for the permit in January. Now,  
10 their problem is --

11 MS. ARMSTRONG: There's no sign.

12 THE COURT: -- there's no sign. So they had to  
13 continue the lease on the sign. Not that they did anything  
14 wrong, but they didn't continue leasing a fixed sign?

15 MS. ARMSTRONG: What went wrong is that the sign  
16 came down. The nonconforming sign was no longer there as of  
17 August.

18 THE COURT: Okay.

19 MS. ARMSTRONG: So between August and December --

20 THE COURT: Okay. And where is there a time limit  
21 about when you take down a sign, how long you have before  
22 you can replace it with a different changeable sign?

23 MS. ARMSTRONG: That would be with the permit that  
24 you were issued when you were granted the right to change  
25 the sign, which is six months. So when you're granted a

1 permit, your permit indicates it's good for six months and  
2 in that time frame, the sign has to be changed.

3 THE COURT: Okay. So they had asked to change the  
4 sign when there was a permit?

5 MS. ARMSTRONG: Who's they?

6 THE COURT: Christ Central Ministries.

7 MS. ARMSTRONG: Well, they had indicated that  
8 there was another person that they wanted to work with in  
9 changing the sign. They technically couldn't ask to change  
10 the sign because --

11 THE COURT: It wasn't their permit?

12 MS. ARMSTRONG: Exactly.

13 THE COURT: Okay. So then by the time they were  
14 able to ask for the permit because it had been extended --  
15 even though the City knew that Christ Central Ministries  
16 didn't want to work with Lamar anymore, Lamar got an  
17 extension on the permit from September through December.

18 MS. ARMSTRONG: Which is common and happens.

19 THE COURT: Okay.

20 MS. ARMSTRONG: You usually don't deny extensions  
21 when people need to order parts and things of that nature.

22 THE COURT: Okay. So then by the time Christ  
23 Central Ministries was able to ask for a permit, then the  
24 sign had already come down?

25 MS. ARMSTRONG: (Counsel nods head.)

1 THE COURT: Okay. All right.

2 Mr. Bender.

3 MR. BENDER: May it please the Court. I'm  
4 astonished at the City's argument that Christ Central has no  
5 interest in this. Christ Central owns the property. And  
6 the zoning ordinance is in derogation of the owner's right  
7 to use the property as it sees fit. And under the rules of  
8 construction, that ordinance is to be strictly construed  
9 against the City's position. The common law allows the  
10 owners of property to use them as they see fit.

11 Here's what I think is quite telling, the zoning  
12 administrator wrote to Lamar in October knowing that the  
13 sign had come down in August; The purpose of my letter is to  
14 inquire whether Lamar intends to cancel the sign permit for  
15 the location.

16 THE COURT: So that staff may issue a new permit.

17 MR. BENDER: So that the staff may issue a new  
18 permit to the current applicant. Well, the current  
19 applicant was Christ Central.

20 THE COURT: And they did that knowing in October  
21 that the sign was down?

22 MR. BENDER: That's correct. They had known since  
23 August that the sign was down.

24 THE COURT: So specifically, what is the error or  
25 errors of law that you say were committed?

1 MR. BENDER: The error of law primarily -- there  
2 are two of them. One is to establish a time limit for  
3 replacing a sign when there isn't one in the ordinance. And  
4 the second is to construe replacement to be effective only  
5 if the sign that's to be replaced is not taken down.

6 Christ Central could not proceed under the zoning  
7 administrator's interpretation of this ordinance until  
8 December 31, 2014. And Lamar, according to the City's  
9 position, held the permit and that could bar Christ Central  
10 from acting on its own property. So if Christ Central can't  
11 do anything until, at least, December 31, 2014, then how can  
12 there be any time constraint imposed on it for its actions  
13 immediately after December 31, 2014?

14 So the error of law is to incorporate a time  
15 limitation that does not exist in the ordinance. And the  
16 second is to construe replacement to mean an inability to  
17 substitute a new sign for a sign that has previously  
18 existed, but been removed. The concept that you can't  
19 replace a sign once it's been removed is absurd. You have  
20 to remove the first sign to replace it.

21 And that's the -- those are the two errors of law  
22 here, the imposition of a time constraint not found in the  
23 ordinance; and second, to construe replace to mean something  
24 that's impossible to achieve because you can't remove the  
25 first sign and put up a second one.

1 THE COURT: Okay.

2 MS. ARMSTRONG: Your Honor, I would respectfully  
3 disagree with Mr. Bender. There is not a time constraint in  
4 the ordinance itself. The ordinance indicates that a permit  
5 can be issued and that permit is issued with a six-month  
6 time frame for you to change the sign, which means you would  
7 have to take the sign down and put a new sign up. I think  
8 that covers both of his -- both of his arguments.  
9 Obviously, I agree that you have to remove a sign to put up  
10 a new sign, but you must do that under constraints of the  
11 permit or within the time frame of the permit that you're  
12 granted.

13 Unfortunately, you know, Christ Central was doing  
14 business with Lamar and they wanted to change and start  
15 doing business with Grace. You know, that's not the City's  
16 issue here. The City's issue is that when you came to apply  
17 for the permit, there was no sign there to be replaced.

18 THE COURT: What do you say about this October  
19 letter that he refers to, October 8th, 2014, where the  
20 zoning administrator sends a letter to Lamar asking if Lamar  
21 intends to cancel the sign permit for the location we're  
22 talking about so staff may issue a new permit?

23 MS. ARMSTRONG: Well, Your Honor, I'm assuming  
24 that they meant so that staff could review their application  
25 of a new permit. I -- that's the only thing that I can

1 think of with regards to that particular sign.

2 I will say this, Your Honor, there were several,  
3 you know, several meetings with all the parties and  
4 different ways in trying to get this thing corrected or  
5 figured out. The City did everything in its power to try  
6 and make everybody happy. Unfortunately, Lamar had the  
7 permit and there was not much that we could do for --

8 THE COURT: But the City is happy, you said the  
9 City didn't want the sign anyway.

10 THE DEFENSE: Well, we didn't, but under the  
11 ordinance, you're allowed to change the sign. If you met  
12 the terms, then we're going to grant you the permit and  
13 that's the bottom line. The terms here weren't met because  
14 there was not a sign by the time Grace or Christ Central,  
15 I'm not sure who applied for the second permit in January.  
16 The City doesn't have a problem with there being a sign up,  
17 but, unfortunately, because of the wording of the ordinance,  
18 the terms were not met.

19 THE COURT: Uh-huh.

20 MR. BENDER: May I respond --

21 THE COURT: You may.

22 MR. BENDER: -- by pointing out in the record  
23 Exhibit A, a February 2nd letter from the zoning  
24 administrator makes reference to a January 12 meeting. The  
25 zoning administrator had already told Christ Central that it

1 could not get a permit until the expiration of the Lamar  
2 permit on December 31, 2014. And here, within two weeks of  
3 that expiration, we have a meeting with Christ Central's  
4 agent and the zoning administrator trying to get the thing  
5 resolved. And that's where the City takes the position that  
6 you can't put up a replacement sign because the existing  
7 sign has been removed, even though the October letter seemed  
8 to make it clear that Lamar could put up a sign in October.  
9 Why is it --

10 MS. ARMSTRONG: Well, because they had the permit.

11 MR. BENDER: Sure. But we're not going to issue a  
12 new permit until December 31, 2014 has passed. And now on  
13 January 12th, we suddenly decide there's another reason not  
14 to allow the sign.

15 THE COURT: Right.

16 MR. BENDER: That's the action that's an error of  
17 law.

18 MS. ARMSTRONG: Your Honor, this was voted on by  
19 the zoning board.

20 THE COURT: Sure.

21 MS. ARMSTRONG: A lot of this information that's  
22 contained within the record is from the zoning  
23 administrator, but the board voted on this. I'm not aware  
24 of whether all of them knew in August that the sign had come  
25 down. In my summary from the zoning administrator, it

1 indicates that Lamar moved the sign around this time. I  
2 don't know that, you know, they -- they were not making  
3 their decisions based on someone else coming in and putting  
4 up a sign. It was their impression that Lamar was going to  
5 erect the sign during the term of their permit, which is why  
6 they applied for it in the first place. And when they  
7 didn't, there's not another sign, the permit expired. A new  
8 company comes in, applies for a permit and there's not a  
9 sign there to be replaced.

10 THE COURT: But did they attempt to get a permit  
11 to replace the sign while the sign was still up and were  
12 told you can't get a permit until the other permit expires?

13 MS. ARMSTRONG: That is correct.

14 THE COURT: Okay.

15 MS. ARMSTRONG: Two permits can't exist for the  
16 exact same project.

17 THE COURT: Okay. I can understand that, but when  
18 someone asks for a permit while the sign is still up,  
19 doesn't that seem to make a difference to you?

20 MS. ARMSTRONG: I don't think they asked for a  
21 permit while the sign was still up. That was done in  
22 September.

23 THE COURT: I thought that was done back in --

24 MS. ARMSTRONG: That was done September 23rd,  
25 2014.

1 THE COURT: Okay.

2 MS. ARMSTRONG: A sign wasn't --

3 THE COURT: When they thought the permit had  
4 expired? Because they previously had been told they  
5 couldn't get the permit until the permit expired. From  
6 their perspective, the permit was expiring in September. It  
7 was news to them that it had been extended until December.  
8 Did Christ Central Ministries have --

9 MS. ARMSTRONG: They were aware --

10 THE COURT: -- anything to do with the sign coming  
11 down?

12 MR. BENDER: Just the lease --

13 THE COURT: Because they had the lease.

14 MR. BENDER: The expiration of the lease.

15 THE COURT: And they let the lease expire because  
16 they were working with the City in order to get the sign  
17 changed, right?

18 MR. BENDER: Well --

19 THE COURT: Am I --

20 MR. BENDER: On April 16th, 2014, Christ Central  
21 notified the zoning administrator that it wished to move  
22 forward with the replacement of the fixed display sign and  
23 that Hal Stevenson would assist the petitioner. That's in  
24 the records supplied by respondent on Page 133. Then on May  
25 the 1st, 2014, the zoning administrator was notified that

1 Hal Stevenson would be the agent to place the new sign.  
2 That's in the record at Page 34. I don't know what the  
3 Board of Zoning appeal looked at, but the record that it has  
4 provided has all of this correspondence that has been  
5 recited in my memorandum.

6 THE COURT: Okay.

7 MR. BENDER: Certainly, there was action by Christ  
8 Central prior to that sign being removed seeking a permit to  
9 put up a new sign through Hal Stevenson. But the City  
10 acting inconsistent with the information it had extended the  
11 permit to Lamar for six months and didn't notify Christ  
12 Central that it had done so and then continued to ask Lamar  
13 after the sign was down if Lamar was going to put up another  
14 sign. If Lamar could put a sign, then Christ Central could  
15 put up a sign as soon as it had a permit, but the City  
16 wouldn't grant a permit until after December 31st, 2014.  
17 And then it refused in January to issue the permit because  
18 the sign was gone.

19 MS. ARMSTRONG: Your Honor --

20 MR. BENDER: I think Joseph Hellar has written  
21 this ordinance because --

22 THE COURT: Catch 22.

23 MR. BENDER: -- it makes absolutely no sense to  
24 construe this ordinance using the language in the ordinance  
25 in the manner that the zoning administrator construed it and

1 as the Board of Zoning appeal affirmed that decision.

2 THE COURT: Okay.

3 MR. BENDER: These aren't errors of fact. There  
4 are no disputed facts here. These are all errors of law.

5 THE COURT: All right.

6 MS. ARMSTRONG: Well, there are a couple of  
7 disputed facts.

8 Your Honor, in March, the zoning permit was issued  
9 to Lamar. In April, they sent the letter indicating that  
10 Hal Stevenson would help them with getting this permit to  
11 convert the sign. No application was filed in April. No  
12 lease was given to the City in April, only a copy of a prior  
13 permit from 2012 that they had issued to Grace to replace  
14 the sign. In 2012, Grace was given a permit to convert the  
15 sign to digital, but the permit expired and the work was  
16 never done.

17 THE COURT: Uh-huh.

18 MS. ARMSTRONG: So in April of 2014, the zoning  
19 administrator talked to Mr. Stevenson and advised him that  
20 it could not issue a permit because Lamar had one in  
21 existence. They had just gotten one prior and it's good for  
22 six months. During that six months, Lamar requested  
23 additional time. They removed the sign with the intention  
24 that they were going to put it back up and they didn't.  
25 And, unfortunately, that is a detriment to Christ Central,

1 but I don't think it goes against the ordinance.

2 THE COURT: Uh-huh.

3 MS. ARMSTRONG: And they were aware before  
4 September that the permit was extended. I believe they were  
5 notified June 18th of 2014 that Lamar had been given an  
6 extension until the end of the year. So it wasn't -- their  
7 conversation or correspondence in September was not the  
8 first that they had heard of the permit being extended.

9 THE COURT: All right.

10 MS. ARMSTRONG: I will also say, Your Honor, with  
11 regards to that October letter, it's not -- the City does  
12 not replace one permit in place of another. Obviously, you  
13 have to apply for a permit and be granted based on the same  
14 criteria as the original permit.

15 So with regards to them asking Lamar whether or  
16 not -- a party can cancel their permit at any time. If  
17 they're done with the work or if they don't need it anymore  
18 or they decide not to do the work, they can cancel the  
19 permit. So I believe that they were asking whether or not  
20 they were intending on canceling the permit.

21 You know, I don't know at the time if the zoning  
22 administrator knew that the sign had already been taken  
23 down. You know, kind of one of those things where I think  
24 they were asking whether or not they were going to cancel  
25 their permit to see if someone else could apply to do it.

1 THE COURT: All right.

2 All right. I find this case interesting. I  
3 enjoyed both of y'all's arguments very much in the case.  
4 And having considered my standard of review, I am going to  
5 reverse the decision of the zoning board for the reasons  
6 provided in Mr. Bender's memorandum of law that he has given  
7 to me. I would ask Mr. Bender to please provide an order  
8 along those lines.

9 I find that there has been an error of law in the  
10 way in which the board has required a timing element that  
11 just doesn't exist in the ordinance. And their  
12 interpretation is absurd on its face because you cannot  
13 replace a billboard unless the billboard doesn't exist at  
14 that the site anymore. Here the request to change and the  
15 discussions with the City began while a billboard was in  
16 place. I do believe that the ordinance would allow for a  
17 permit to be issued to them for a changeable billboard.

18 Mr. Bender, how long do you think it would take to  
19 get a proposed order?

20 MR. BENDER: I will try to do it this week.

21 THE COURT: Okay. Thank you very much.

22 Everybody's okay with an e-mail?

23 MR. BENDER: Yes.

24 MS. ARMSTRONG: Absolutely.

25 THE COURT: Okay.

1           MR. BENDER: I was worried when you said earlier  
2 that you hadn't gotten e-mail, but our e-mails got to each  
3 other without any problem.

4           MS. ARMSTRONG: Yeah.

5           THE COURT: Thank you. And I received your memo  
6 via e-mail.

7           MR. BENDER: Okay.

8           MS. ARMSTRONG: Thank you, Judge.

9           THE COURT: All right. Thank y'all very much.

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1 COUNTY OF RICHLAND )

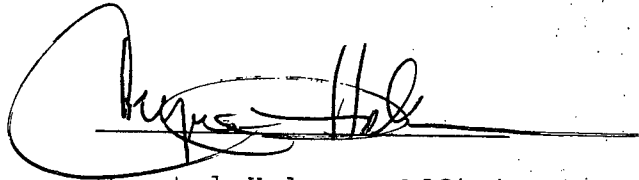
2 CERTIFICATE OF REPORTER

3 I, Crystal Holmes, hereby certify that I reported  
4 the preceding case entitled Christ Central Ministries V.  
5 City of Columbia, Case No. 2015-CP-40-3357, at the Richland  
6 County Courthouse, November 6, 2015.

7 I FURTHER CERTIFY that the foregoing pages 1  
8 through 24 constitute a true, accurate and full transcript  
9 of said hearing.

10 I FURTHER CERTIFY that I am not employed by any of  
11 the parties hereto and I have no financial interest in the  
12 outcome of said case.

13 IN WITNESS WHEREOF, I have heretofore set my hand  
14 and seal at Richland County on this 20TH day of February,  
15 2016.



Crystal Holmes, Official Court Reporter

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Tanya A. Gee, Circuit Court Judge

Appellate Case No. 2015-002532  
Case No. 2015-CP-40-3357

RECEIVED  
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SC Court of Appeals

City of Columbia Board of Zoning Appeals.....Appellant,

v.

Christ Central Ministries..... Respondent.

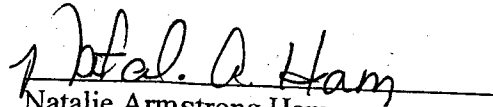
**DESIGNATION OF MATTER  
TO BE INCLUDED IN THE RECORD ON APPEAL**

Appellate proposes the following be included in the Record on Appeal:

1. Letter from Brian Cook of June 18, 2014;
2. City Board of Zoning Appeals Application for Administrative Appeal of February 11, 2015;
3. Minutes of Board of Zoning Appeals of April 14, 2015, pp. 1-3;
4. Order of May 11, 2015;
5. Summons of June 5, 2015;
6. Notice of Appeal of June 15, 2015
7. Petition for Judicial Review of Appeal from Board of Zoning Appeals of June 5, 2015;
8. Return of June 25, 2015;
9. Transcript of November 6, 2015 hearing;
10. Order of November 12, 2015;
11. Notice of Appeal with proof of service and attachments; and,
12. Appellant's Designation of Matter to be Included in the Record on Appeal dated May 3, 2016.

I certify that this designation contains no matter which is irrelevant to this appeal.

May 3, 2016

A handwritten signature in cursive script that reads "Natalie A. Ham". The signature is written in black ink and is positioned above a horizontal line.

Natalie Armstrong Ham  
Office of the City Attorney  
Post Office Box 667  
Columbia, South Carolina 29202  
(803) 737-4242

Attorney for Appellant

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**CITY OF COLUMBIA**  
**BOARD OF ZONING APPEALS MINUTES**  
**APRIL 14, 2015 - 10:00 AM**  
City Council Chambers  
1737 Main Street, 3<sup>rd</sup> Floor • Columbia, SC

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**In attendance:** Ernest Cromartie, III, Patricia Durkin, Reggie McKnight, Calhoun McMeekin, Preston Young

**Absent:** Dr. Pat Hubbard, Chuck Salley

**Staff:** Brian Cook, Andrew Livengood

**I. CALL TO ORDER and DETERMINATION OF QUORUM**

Ernest Cromartie, chairperson, called the meeting to order at 10:04 AM, and introduced the members of the Board of Zoning Appeals (BOZA).

Brian Cook, Zoning Administrator, noted changes to the agenda since publication. Item 4, **1200 Whaley Street**, and item 6, **1219 Wayne Street and City of Columbia Wayrie Street Parking Lot** were withdrawn at request of the applicant. He proceeded with review of the Consent Agenda.

**II. CONSENT AGENDA**

**A. APPROVAL OF MINUTES**

**Approve March 10, 2015**

**B. OLD BUSINESS**

None.

**C. NEW BUSINESS**

1. **15-025-SE Dist. 1 825 North Campanella Extension (TMS# 14302-01-08)** Special Exception to establish a beauty salon in a residential district (Evelyn Thompson, Evelyn's Beauty Salon) (RS-3)
2. **15-032-V Dist. 2 707-709 Gervais Street (TMS# 08912-07-09)** Variance to the parking requirements for a restaurant and coffee shop (Scott Garvin, Garvin Design Group) (M-1, -DD, -DP)

No one spoke in favor or opposition of the requests, or requested any items be removed for discussion.

**Motion by Mr. Young to approve the Consent Agenda, to include the March 10<sup>th</sup> minutes, subject to any exhibits and conditions that may be found within the case summary for that application and to adopt as the findings of the Board, those findings in each case prepared by Staff, also found within each case summary.**

**Motion seconded by Mr. McMeekin. Motion approved 5-0.**

**III. REGULAR AGENDA**  
**A. OLD BUSINESS**

3. **15-021-AA Dist. 2 2024 Main Street (TMS# 09016-11-06)** Appeal of the Zoning Administrator's determination regarding a changeable copy advertising (billboard) sign (Jay Bender, attorney, Christ Central Ministries) (C-4, -DD)

Brian Cook, Zoning Administrator, provided a summation of the case for 2024 Main Street, Appeal of the Zoning Administrator's determination regarding a changeable copy advertising sign.

Jay Bender, attorney, spoke on behalf of his client Christ Central Ministries.

Hal Stevenson of Grace Outdoor spoke on his request.

Attorney Toby Ward spoke on behalf of his client, Lamar Signs.

**Motion by Mr. Cromartie to move into Executive Session.**

***Motion seconded by Ms. Durkin. Motion to move into Executive Session approved 5-0.***

**Board entered into Executive Session at 10:33 a.m.**

**Motion by Mr. Cromartie to leave Executive Session and return to regular meeting proceedings.**

***Motion seconded by Mr. McMeekin. Motion to resume regular meeting approved 5-0.***

**Regular Board of Zoning Appeals Meeting resumed at 11:05 a.m.**

Mr. Bender presented on the case asking that the zoning administrator's decision be reversed and a permit be issued to Christ Central through Hall Stevenson to replace the sign.

Discussion ensued between the Board, the applicants, staff and Mr. Ward for review and clarification of issues with regard to the Appeal.

Testimony closed for Board discussion.

**Motion by Ms. Durkin that the Zoning Administrator's decision for 2024 Main Street is affirmed. It is the decision of the Zoning Board of Adjustment that the proper interpretation of the Ordinance concerning the point is correct. The Zoning Administrator is therefore directed to take action consistent with the decision made previously by the Administrator.**

***Motion seconded by Mr. Young.***

**Motion amended by Mr. Cromartie to add the following to Ms. Durkin's motion to state that this decision is based upon the testimony that was given by the Zoning Administrator; based upon the testimony given by the applicant; and based upon testimony and evidence received by the Board, of which there were multiple exhibits, as well as those speaking in favor or opposition of the Zoning Administrator's decision; and the Administrator is directed to take whatever action is consistent with the original decision made on set date.**

**Motion seconded by Mr. McKnight. Motion accepted as amended approved 5-0.**

**NEW BUSINESS**

**4 15-024-V Dist. 2 1200 Whaley Street (TMS# 11301-06-01)** Variance to the front yard setback requirement to construct a gasoline station canopy (David Whittington, The Pantry, Inc.) (M-2, -PD, -FP)

Withdrawn

**5. 15-026-SE Dist. 1 4901 Monticello Road (TMS# 09212-04-09)** Special Exception to expand a day care facility (Donna Jackson, Nay's Early Learning Academy) (C-1)

Donna Jackson, applicant, spoke on the request for special exception to permit the expansion of an existing day care facility to allow up to 20 children at the facility.

Ms. Jackson reviewed the criteria for special exception:

- *The proposed increase from 12 children to 20 children will not have an adverse impact on vehicular traffic or vehicular and pedestrian safety.*
- *There will be no change in the hours of operation at the facility.*
- *No aesthetic changes will be made to the property.*
- *The eight additional children will not have an adverse impact on adjoining property in terms of noise. The age range of the children will be six weeks to twelve years of age.*
- *The increased number of children will not have an adverse impact on public safety or create any nuisance conditions, or be detrimental to the public interest.*
- *There is not a proliferation or concentration of the same or similar types of uses in the area.*
- *The proposed use is consistent with the area.*
- *The proposed special exception is appropriate for its location and is compatible with the permitted uses adjacent to and in the vicinity of the property.*
- *If the Board is inclined to grant the special exception, staff has asked that additional conditions be met. The applicant agreed to the five conditions which are: 1) construction, operation, and/or use shall be in substantial compliance with the documents placed on file in conjunction with this case; 2) Operator must be licensed by the SC Department of Social Services or its successor for state licensing (DSS). Number of children permitted in this Day Care Facility shall be as determined by DSS, subject to meeting the parking requirements of the City of Columbia Zoning Ordinance; 3) Play Area. A fenced play area of not less than 3,000 square feet shall be provided. The number of children in the fenced play area at any time shall not exceed the ratio of one child for every 150 square feet of fenced-in play area. No fence shall be less than four feet in height; 4) Loading and unloading. An area adequate for loading and unloading of children to be accommodated shall be provided, and that area shall not be located within any public right-of-way; and 5) Play equipment. No play equipment shall be closer than 20 feet to any residential lot line.*
- *According to DSS, the increase in students will require additional staff which will be provided.*

As no one spoke in favor or opposition of the request, testimony was closed for Board discussion.

**Motion by Mr. Cromartie to approve the request for special exception for 4901 Monticello Road subject to conditions provided in the packet; and subject to the condition that if DSS permits in excess of 20 children, and if the applicant meets the parking regulation that will be required for the permitted children on-site, any future recommendation be deferred to staff and more than likely will be placed on the Consent Agenda.**

**Motion seconded by Mr. McKnight. Request for Special Exception granted 5-0.**

# 3  
Jay Bender  
FORM REVISED 1/14/11



# CITY OF COLUMBIA BOARD OF ZONING APPEALS APPLICATION FOR ADMINISTRATIVE APPEAL

**OFFICE USE ONLY:**

Date Received 2/11/15 By AK  
Receipt Number 15-01009 Appeal Number 15-021-AA

**APPLICATION MUST BE SUBMITTED AND COMPLETE BY 12:00 NOON ON DEADLINE DATE!**

THE BOARD OF ZONING APPEALS CONDUCTS PUBLIC HEARINGS ON  
THE SECOND TUESDAY OF EACH MONTH AT  
CITY HALL, CITY COUNCIL CHAMBERS, THIRD FLOOR  
1737 MAIN STREET (Southwest Corner of Main and Laurel Streets)  
COLUMBIA, SOUTH CAROLINA, 29201

1. Address of affected property 2024 Main St.  
TMS# Page: 09016 Block: 11 Lot: 06

2. I (we) allege that the Zoning Administrator did err by  granting  denying an application to  
 use  occupy  alter  erect  add to  move  demolish for a certificate of  
 compliance  temporary compliance  compliance-nonconformity  
rather replace outdoor sign with changeable copy sign  
affecting the above listed property.

3. The Zoning Administrator's decisions and reasons therefore were:  
Existing sign was removed

4. I (we) contend that the Zoning Administrator was IN ERROR in that: see attachment

5. I (we) have been aggrieved/affected by this decision in that: see attachment

Appellant (PLEASE PRINT CLEARLY): Jay Bender as attorney for Christ Central Min.

Address: P.O. Box 8057

City, State, ZIP: Columbia, SC 29202

Office Telephone Number: 799.9091 Home Telephone Number:

Cellular Telephone Number: 730.6396 Fax Number: 779.3423

Do you check email at least once per day?  Y  N Email Address: j.bender@brblegal.com

Appellant's Signature [Signature] for Christ Central Ministries



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Planning and Development Services • Zoning Division

1136 Washington Street, Columbia, SC 29201 • Phone: 803-545-3333 • Fax: 803-733-8699

February 2, 2015

VIA EMAIL

hal@graceoutdoor.com

halstevenson@icloud.com

Mr. Hal Stevenson  
Grace Outdoor  
1201 Lincoln Street, Suite 300  
Columbia, SC 29201

**RE: Zoning Interpretation of City of Columbia Ordinance, §17-404(e)4  
2024 Main Street (TMS# 09016-11-06)**

Dear Mr. Stevenson:

Per our meeting on January 12, 2015, you requested an interpretation of §17-404(e)4 relative to obtaining a zoning sign permit to install a digital outdoor advertising sign at 2024 Main Street.

Section 17-404(e)4 states the following:

*Notwithstanding the provisions of Division 7 of this article, the fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy, except under no circumstance is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally, this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.*

It is my understanding that the non-conforming sign at the above referenced location was removed by the sign owner on or about August 2, 2014. As such, this office would not be able to issue a permit, per §17-404(e)4, to replace a sign that is no longer existing.

The Board of Zoning Appeals shall hear and decide appeals when it is alleged that there is an error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of Article III, Chapter 17, provided that those appeals must be taken within 30 days after the order, requirement, decision or determination which is alleged to be in error is made.

Sincerely,

K. Brian Cook

K. Brian Cook  
Zoning Administrator  
kbcook@columbiasc.net

Oct. 8 letter  
re. permit  
until end of  
2014.



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Planning and Development Services • Zoning Division  
1136 Washington Street, Columbia, SC 29201 • Phone: 803-545-3333 • Fax: 803-733-8699

October 8, 2014

Tobias G. Ward, Jr.  
6 Calendar Court, Suite 3  
Columbia, SC 29206

RE: 2024 Main Street (09016-11-06)

Dear Mr. Ward:

I hope you are well. I am following up on your letter dated 8-1-14 regarding Lamar's interest in the advertising sign located at 2024 Main Street (Main and Elmwood). I have received an application to finish the sign replacement from another sign company. As you know, Lamar has an active sign permit (CS-14-00834) until the end of 2014 for the job.

The purpose of my letter is to inquire whether Lamar intends to cancel the sign permit for that location, so that staff may issue a new permit to the current applicant to finish replacement under section 17-404 (e) of the City of Columbia Code of Ordinances.

Thank you for your time, and please let me know if you have any questions.



Sincerely,

*K. Brian Cook*

K. Brian Cook  
Zoning Administrator  
[kbcook@columbiasc.net](mailto:kbcook@columbiasc.net)

BZA000032

Sept. 23, 2014  
 Permit Application

 <b>SIGN</b> <b>PERMIT APPLICATION</b> <b>CITY OF COLUMBIA DEVELOPMENT SERVICES</b> <small>Development Center • 1136 Washington Street, Columbia, SC 29201 • 803.545.3483</small> 			
DATE	9/23/14	SC LICENSE #	
JOB LOCATION	2024 Main Street		
OCCUPIED BY	Christ Central Ministries Inc		
Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this permit? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		I, as a property owner or owner representative, confirm to the best of my knowledge that the above property <input type="checkbox"/> is <input checked="" type="checkbox"/> is not within a flood hazard area	
SIGNATURE:		RELATIONSHIP: Agent	
CONTRACTOR INFORMATION	NAME:	Stevenson Development, LLC	
	ADDRESS:	1201 Lincoln St #300	
	TEL:	803-719-582	FAX: E-mail: <a href="mailto:info@stevensonllc.com">info@stevensonllc.com</a>
<b>SIGN #1</b>			
Type Of Work:	<input checked="" type="checkbox"/> New Sign	<input type="checkbox"/> Face Change	<input type="checkbox"/> Permanent Sign <input type="checkbox"/> Temporary Sign
Sign Type:	<input type="checkbox"/> Wall	<input checked="" type="checkbox"/> Freestanding	<input type="checkbox"/> Portable/Mobile <input type="checkbox"/> Projecting <input type="checkbox"/> Banner
Display Surface Area (Sq. Ft.):	300#	Height (to top):	50' Height (to bottom): 38'
Illuminated:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Projection From Wall:	# of Faces: 2
<b>SIGN #2</b>			
Type Of Work:	<input type="checkbox"/> New Sign	<input type="checkbox"/> Face Change	<input type="checkbox"/> Permanent Sign <input type="checkbox"/> Temporary Sign
Sign Type:	<input type="checkbox"/> Wall	<input type="checkbox"/> Freestanding	<input type="checkbox"/> Portable/Mobile <input type="checkbox"/> Projecting <input type="checkbox"/> Banner
Display Surface Area (Sq. Ft.):		Height (to top):	Height (to bottom):
Illuminated:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Projection From Wall:	# of Faces:
<b>SIGN #3</b>			
Type Of Work:	<input type="checkbox"/> New Sign	<input type="checkbox"/> Face Change	<input type="checkbox"/> Permanent Sign <input type="checkbox"/> Temporary Sign
Sign Type:	<input type="checkbox"/> Wall	<input type="checkbox"/> Freestanding	<input type="checkbox"/> Portable/Mobile <input type="checkbox"/> Projecting <input type="checkbox"/> Banner
Display Surface Area (Sq. Ft.):		Height (to top):	Height (to bottom):
Illuminated:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Projection From Wall:	# of Faces:
JOB VALUE <small>Equipment + Installation</small>	\$ 200,000	COMPLETION DATE	
SIGNATURE			
PRINT NAME			
FOR STAFF USE	TMS#	ZONING DISTRICT	C-4
ZONING REVIEW	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	BZA000033	DATE

Notice that  
Lamar had  
Removed sign

From: hal.stevenson  
To: Cook, K Brian  
Subject: Re: Elmwood permit  
Date: Saturday, August 02, 2014 5:57:26 PM

---

Brian

Jimmy just informed me lamar has removed their sign. I am out of town, but can we talk on Monday about permitting?

Hal

Sent from my iPhone, please excuse any typos

> On Mar 31, 2014, at 10:17 AM, "Cook, K Brian" <kcook@columbiasc.net> wrote:

> Hal-

> I will be in the office today from 3-5. There are a few questions that we will need to clear up, but I can cover that when we meet.

> Thanks,

> Brian

> K. Brian Cook, Zoning Administrator  
> Planning and Development Services  
> 1136 Washington Street, Columbia, SC 29201  
> Phone: 803-545-3332  
> www.columbiaplanning.net

> -----Original Message-----

> From: hal.stevenson [mailto:halstevenson@icloud.com]

> Sent: Monday, March 31, 2014 8:27 AM

> To: Cook, K Brian

> Subject: Re: Elmwood permit

> Brian

> I am finally moving forward on this again. Can you remind me what I need to include as part of permit application? Seems like it is an overhead plat showing the sign and a drawing of the proposed upgrade. Can I come in between 3-5 today?

> Sent from my iPhone, please excuse any typos

>>> On Nov 8, 2013, at 8:51 AM, "Cook, K Brian" <kcook@columbiasc.net> wrote:

>> Sure, I will be here...9:30 to 10:30 is open.

>> Thanks,

>> Brian

>> From: hal.stevenson [mailto:halstevenson@icloud.com]

BZA000065



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June 18, 2014

Pastor Jimmy Jones  
Christ Central Ministries, Inc.  
2014 Main Street  
Columbia, SC 29201

RE: 2024 Main Street (09016-11-06)

Dear Pastor Jones:

Thank you for your letter dated 16 April 2014, regarding interest in replacing the existing legal nonconforming outdoor advertising sign located at the above referenced location with changeable copy. As you may be aware, section 17-404 (e) 4 of the City of Columbia Code of Ordinances, states the following:

*Notwithstanding the provisions of Division 7 of this article, the fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy, except under no circumstance is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally, this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures.*

Currently, there is an active zoning/building permit (CS-14-00834) issued to Lamar Advertising, to convert said sign to changeable copy. Should that permit not be renewed or the proposed work completed, and/or should Lamar retain no property interest, it is my understanding that you immediately intend to obtain a permit for the conversion to changeable copy per 17-404 (e) 4. This office would issue a permit to you or another if found to be in compliance with the above referenced section and any other applicable codes.

Please let me know if you have any questions [kbcook@columbiasc.net](mailto:kbcook@columbiasc.net).

Best regards,

*K. Brian Cook*

K. Brian Cook  
Zoning Administrator

Permit extension  
for Lewis

**From:** Pinckney, Fanessa  
**To:** "Blake Valentine"  
**Cc:** Cook, K Brian  
**Subject:** RE: Digital LED application  
**Date:** Monday, June 16, 2014 9:01:49 AM  
**Attachments:** image001.png

---

Your permit has been extended until 12/31/14.

**From:** Blake Valentine [mailto:bvalentine@lamar.com]  
**Sent:** Monday, June 16, 2014 9:00 AM  
**To:** Pinckney, Fanessa  
**Subject:** Re: Digital LED application

If we could get to the end of the year that would be great.

On Mon, Jun 16, 2014 at 8:58 AM, Pinckney, Fanessa <fepinckney@columbiase.net> wrote:  
Good Morning Brian:

Permits are normally good until the job is completed unless the work cease for 6 months or more. I can extend the expiration date if you let me know how long you wish to extend the permit for completion.

---

**From:** Cook, K Brian  
**Sent:** Friday, June 13, 2014 1:22 PM  
**To:** Pinckney, Fanessa  
**Subject:** FW: Digital LED application

Good Afternoon-

What is the protocol on renewing versus reapplying for a permit that has expired? In this case, it is a conversation of an existing billboard from static to digital.

Thanks,

Brian

**From:** Blake Valentine [mailto:bvalentine@lamar.com]  
**Sent:** Wednesday, June 11, 2014 8:33 AM  
**To:** Cook, K Brian  
**Subject:** Re: Digital LED application

Brian,

Hope all is well. I have a question regarding this sign permit, CS-14-00834. The permit expires 9/13/2014. Should we not have the sign built by the expiration date can I renew the permit or do I need to reapply?

Blake

On Mon, Mar 10, 2014 at 6:22 PM, Cook, K Brian <kbcCook@columbiase.net> wrote:  
Blake-

BZA000062

Letter of Agency

FORM REVISED 8/1/03



# LETTER OF AGENCY

DATE: May 1, 2014  
TO: ZONING ADMINISTRATOR, CITY OF COLUMBIA

I, the undersigned PROPERTY OWNER below, do hereby attest that I am the person that holds, or I am authorized to act on behalf of the party that holds, fee simple interest in the following property:

COMMON STREET ADDRESS(ES): 2024 Main Street

also known by TAX MAP NUMBER(S): R 09016-11-06

Further, I hereby authorize the person listed as AUTHORIZED AGENT below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request (CHECK ALL THAT APPLY):

- a variance from the Board of Zoning Appeals;
- a special exception from the Board of Zoning Appeals;
- an appeal of the decision of the Zoning Administrator from the Board of Zoning Appeals;
- a change to the Zoning Maps of the City of Columbia from City Council, rezoning the property listed above from \_\_\_\_\_ to \_\_\_\_\_; and/or
- site plan review by the Planning Commission.

other - off-premise sign upgrade to digital

SIGNATURE OF PROPERTY OWNER: [Signature] DATE: April 16, 2014  
PRINT Name of Property Owner: Christ Central Ministries, Inc. by Jimmy Jones  
Street Address of Property Owner: 2014 Main Street  
City, State, ZIP of Property Owner: Columbia, SC 29201  
Telephone Number of Property Owner: 803-600-5803

SIGNATURE OF WITNESS: [Signature] DATE: April 16, 2014  
PRINT Name of Witness to Signature of Property Owner: Robert Peters, Jr.

SIGNATURE OF AUTHORIZED AGENT: [Signature] DATE: 5/1/14  
Name of Authorized Agent: Mr. Steven Sen  
Company/Firm of Authorized Agent: \_\_\_\_\_  
Street Address of Authorized Agent: 1201 Lincoln Street Ste 300  
City, State, ZIP of Authorized Agent: Columbia, SC 29201  
Telephone Number of Authorized Agent: 803-314-7750

Letter from  
Christ Central  
w. desire to  
proceed w/ Hal  
Stevenson



**CHRIST CENTRAL**  
**MINISTRIES**

April 16, 2014

Brian Cook  
Zoning Administrator, Planning and Development  
City of Columbia  
1136 Washington St 1<sup>st</sup> Floor  
Columbia, SC 29201

Dear Mr. Cook:

As you know, in April of 2012 we were issued a zoning permit (copy attached) to replace an existing legal non-conforming metal outdoor advertising sign on our property at the northwest corner of Elmwood and Main Street as per the Columbia Zoning Code Section 14-404(e)4:

"Notwithstanding the provisions of Division 7 of this article, the fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy, except under no circumstance is changeable copy permitted upon an outdoor advertising sign when that sign is within 300 feet of any residential district, including property zoned PUD-R. Generally, this permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except where existing metal sign support structures would be replaced with new metal sign support structures."

We were unable to proceed at that time but would like to now resubmit our application and move forward with the replacement of the sign. We have authorized Hal Stevenson to assist us in the acquisition of the permit (see the attached letter of agency) and he will be submitting the new application for the permit with this letter.

Thank you for your help in this matter. Please do not hesitate to call me if there are any questions that need my attention.

Sincerely,

Pastor Jimmy Jones  
Christ Central Ministries, Inc

CHRIST CENTRAL MINISTRIES

1000 Main Street, Columbia, SC 29201  
BZA0000038  
www.ChristCentralMinistries.org

**BUSINESS LICENSE STAMP**

**CITY OF COLUMBIA**



P.O. Box 147  
Columbia, SC 29217  
803.545.3333

www.columbiadevelopmentservices.net

**Zoning Permit(Standard)**

JOB VALUE: \$ 75000.00

ZS14-00320

ISSUED DATE: Mar 03 2014

ZONING FEE: \$ 11.00

PROJECT ID: 140303-2024MainSt-1

EXPIRATION: Aug 30 2014

DECISION: Approved with Conditions

**APPLICANT INFORMATION**

NAME: Lamar Advertising Of Columbia

ADDRESS: 1221 Atlas Rd

PHONE: 803 647 1500 Office

Columbia, SC 29209

**PROPERTY INFORMATION**

ADDRESS: 2024 Main St

TMS#: 09016-11-06

ZONING DISTRICT: C-4 (Central Area)

OVERLAY DISTRICT: (Circle All That Apply)

DP DD FP PD FS CS AS S AP

USE :

! Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this permit?  
 YES  NO

The undersigned agrees to comply with all zoning requirements for their assigned Primary and Overlay Zoning Districts as well as any specific variations addressed by this permit.

*D. Blake Valentine*  
SIGNATURE OF APPLICANT

3/13/14  
TODAYS DATE

*D. Blake Valentine*  
PRINT NAME

*Lamar Advertising*  
COMPANY NAME

**PROJECT DESCRIPTION**

Existing Outdoor Advertising Sign Face Change to Changeable Copy. The sign must be placed in the same location and the size must not be increased. Per the application, the existing display surface area is 245 square feet and the sign height is approximately 35 feet to the top and 23 feet to the bottom.

**PERMIT CONDITIONS**

Per Section 17-404, the fixed display surface area of a legal nonconforming outdoor advertising sign may be replaced in whole or in part by display surface area with changeable copy. Existing metal sign support structures may be replaced with new metal sign support structures during the replacement to changeable copy. Records indicate the the sign is not within 300 feet of any residential district, including property zoned PUD-R. All requirements relevant to rate of change and illumination apply.

**PERMIT SPECIFICATIONS**

Zoning Specification	Regulations	Existing Conditions	Proposed Conditions	Disposition
Signage:	Advertising signage Sec. 17-404	Existing Billboard	Conversion to changeable copy	Complies

CITY OF COLUMBIA LICENSE  
*710*  
29796

BZA000041

THE **LAMAR** COMPANIES

Lamar Co # 204

This instrument Prepared by:  
James R. McIlwain  
5551 Corporate Boulevard  
Baton Rouge, Louisiana 70808

258-01 Lease #

*James R. McIlwain*

James R. McIlwain

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this 29th day of September, 2002, by and between:  
**Christ Central Ministries**  
(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

**WITNESSETH**

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access (to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and construction of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Richland, State of South Carolina, more particularly described as:

**Elmwood @ Main  
TMS #09016-11-06**

1. This Lease shall be for a term of 3 years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin 3/1/2002 ("commencement date").

2. LESSEE shall pay to LESSOR an initial rental of 2000.00 Dollars, or payable monthly in advance in equal installments of 666.67 Dollars, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSOR is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

*PR* and LESSOR  
LESSEE may terminate this lease upon giving 30 days written notice, in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign on the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. As the termination of this lease, LESSOR agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivisions or building restrictions.

or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

*30 day notification*

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

12. This lease, upon execution shall serve as termination of previous lease dated August 22, 2006 between Sam W. Jones, Jr. and The Lease Companies.

THE LAMAR COMPANIES, LESSEE:

LESSOR: Christ Central Ministries

BY: 

BY: 

VICE-PRESIDENT/GENERAL MANAGER

BY: \_\_\_\_\_

DATE: 9/24/09

DATE: 09/26/09

1-803-600-5803

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER / EMPLOYER IDENTIFICATION NUMBER

Address of LESSEE:

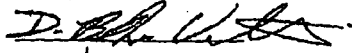
Address of LESSOR:


1221 Atlas Rd.  
Columbia, SC 29209

~~1221 Atlas Rd~~

Witnesses (LESSEE)

Witnesses (LESSOR)

  
ms1001

  
ms1001

**RECEIVED**  
SEP 14 2016  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Tanya A. Gee, Circuit Court Judge

Appellate Case No. 2015-002532

Christ Central Ministries.....Respondent,

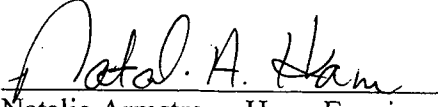
v.

City of Columbia.....Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 13, 2016

  
Natalie Armstrong Ham, Esquire  
Office of the City Attorney  
Post Office Box 667  
Columbia, South Carolina 29202  
Tel: (803) 737-4242  
Attorney for the Appellant