

## PETITION TO AMEND THE **ZONING REGULATIONS OF HOWARD COUNTY**

DPZ Office Use Only:
Case No. ZRA- <u>155</u>
Date Filed:

	Zoning Regulation Amendment Request
	I (we), the undersigned, hereby petition the County Council of Howard County to amend the Zoning
	Regulations of Howard County as follows: To allow certain properties (2 acres or larger) located
	in the R-20 District to be eligible to apply for a conditional use approval of a home-based contractor
	business.
	[You must provide a brief statement here. "See Attached Supplement" or similar statements are not acceptable. You may attach
	a separate document to respond to Section 1 in greater detail. If so, this document shall be titled "Response to Section 1"]
	Petitioner's Name Jonathan L. Miller and Sonya A. Miller
i	Address_10430 Shady Acres Lane, Laurel, Maryland 20723
	Phone No. (W) 301-490-3404 (H) 301-637-4904
	Email Address jon@millerci.com
	Counsel for Petitioner William E. Erskine, Esq.
	Counsel's Address 8171 Maple Lawn Boulevard, Suite 200, Fulton, Maryland 20759
	Counsel's Phone No. Office: 301-575-0363; Mobile 443-864-8844
	Email AddressWErskine@offitkurman.com
	Please provide a brief statement concerning the reason(s) the requested amendment(s) to the Zoning
	Regulations is (are) being proposed to permit resident owners of certain properties within the
	R-20 District to be eligible to apply for conditional use approval for a home-based contractor
	business; currently this is only available in the RR and RC zoning districts of the county.
	! 1 ·71 ~ 37 G3 J C107

HOWARD COUNTY COUNCIL

5. Please provide a detailed justification statement demonstrating how the proposed amendment(s) will be
in harmony with current General Plan for Howard County See attached narrative in response to Section 5.
[You may attach a separate document to respond to Section 5. If so, this document shall be titled "Response to Section 5"]
6. The Legislative Intent of the Zoning Regulations in Section 100.0.A. expresses that the Zoning
Regulations have the purpose of "preserving and promoting the health, safety and welfare of the community.
Please provide a detailed justification statement demonstrating how the proposed amendment(s) will be in
harmony with this purpose and the other issues in Section 100.0.A. See attached narrative in response to
Section 6.
[You may attach a separate document to respond to Section 6. If so, this document shall be titled "Response to Section 6."]
7. Unless your response to Section 6 above already addresses this issue, please provide an explanation of
the public benefits to be gained by the adoption of the proposed amendment(s). See attached narrative in
response to Section 7.
[You may attach a separate document to respond to Section 7. If so, this document shall be titled "Response to Section 7."]

8. Does the amendment, or do the amendments, have the potential of affecting the development of more

than one property, yes or no? Yes
If yes, and the number of properties is less than or equal to 12, explain the impact on all properties affected by
providing a detailed analysis of all the properties based upon the nature of the changes proposed in the
amendment(s). If the number of properties is greater than 12, explain the impact in general terms.
See attached narrative in response to Section 8.
[You may attach a separate document to respond to Section 8. If so, this document shall be titled "Response to Section 8."]
9. If there are any other factors you desire the Council to consider in its evaluation of this amendment
request, please provide them at this time. Please understand that the Council may request a new or updated
Technical Staff Report and/or a new Planning Board Recommendation if there is any new evidence submitted
at the time of the public hearing that is not provided with this original petition. None.
[You may attach a separate document to respond to Section 9. If so, this document shall be titled "Response to Section 9."]

10. You must provide the full proposed text of the amendment(s) as a separate document entitled

"Petitioner's Proposed Text" that is to be attached to this form. This document must use this standard format for Zoning Regulation Amendment proposals; any new proposed text must be in CAPITAL LETTERS, and any existing text to be deleted must be in [[ Double Bold Brackets ]]. In addition, you must provide an example of how the text would appear normally if adopted as you propose.

After this petition is accepted for scheduling by the Department of Planning and Zoning, you must provide an electronic file of the "Petitioner's Proposed Text" to the Division of Public Service and Zoning Administration. This file must be in Microsoft Word or a Microsoft Word compatible file format, and may be submitted by email or some other media if prior arrangements are made with the Division of Public Service and Zoning Administration.

- 11. The Petitioner agrees to furnish additional information as may be required by the Department of Planning and Zoning prior to the petition being accepted for scheduling, by the Planning Board prior to its adoption of a Recommendation, and/or by the County Council prior to its ruling on the case.
- 12. The undersigned hereby affirms that all of the statements and information contained in, or filed with this petition, are true and correct. The undersigned has read the instructions on this form, filing herewith all of the required accompanying information. If the Petitioner is an entity that is not an individual, information must be provided explaining the relationship of the person(s) signing to the entity.

1 1

Jonathan L. Miller	Jun Mill	2-25-15
Petitioner's name (Printed or typed)	Petitioner's Signature	Date
	Donna Mill.	L 2-25-15
Sonya A. Miller	200 MILLIA	C 0-00-1-
Petitioner's name (Printed or typed)	Petitioner's Signature	Date
	0	
Petitioner's name (Printed or typed)	Petitioner's Signature	Date
William G Gu Paris		

Counsel for Petitioner's Signature

[If additional signatures are necessary, please provide them on a separate document to be attached to this petition form.]

FEE

The 1	Petitioner agrees to pay all fees as follows:	
	Filing fee	\$695.00. If the request is granted, the Petitioner shall pay \$40.00 per 200 words of text or fraction thereof for each separate textually continuous amendment (\$40.00 minimum, \$85.00 maximum)
	Each additional hearing night	\$510.00*
*	demonstrates to the satisfaction of the Co work an extraordinary hardship on the p the filing fee for withdrawn petitions. The	e all or part of the filing fee where the petitioner ounty Council that the payment of the fee would petitioner. The County Council may refund part of the County Council shall waive all fees for petitions I duties by an official, board or agency of the
APPLICA	FIONS: One (1) original plus twen	ty (24) copies along with attachments.
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For DPZ or	ffice use only:	-
Hearing Fe	ee \$	
Receipt No		
PLEASE C	CALL 410-313-2395 FOR AN APPOIN	FMENT TO SUBMIT YOUR APPLICATION
County W	ebsite: www.howardcountymd.gov	

Revised: 07/12 T:\Shared\Public Service and Zoning\Applications\County Council\ZRA Application

INSTRUCTIONS TO THE APPLICANT/PARTY OF RECORD

- As required by State Law, applicants are required to complete the AFFIDAVIT AS TO CONTRIBUTION that is attached, and if you have made a contribution as described in the Affidavit, please complete the DISCLOSURE OF CONTRIBUTION that is attached.
- If you are an applicant, Party of Record (i.e., supporter/protestant) or a family member and have made a contribution as described in the Affidavit, you must complete the DISCLOSURE OF CONTRIBUTION that is attached.
- Filed affidavits and disclosures will be available for review by the public in the office of the Administrative assistant to the Zoning Board during normal business hours.
- Additional forms may be obtained from the Administrative Assistant to the Zoning Board at (410-313-2395) or from the Department of Planning and Zoning.
- Completed form may be mailed to the Administrative Assistant to the Zoning Board at 3430 Courthouse Drive, Ellicott City, MD 21043.
- Pursuant to State Law, violations shall be reported to the Howard County Ethics Commission.

As require	DAVIT AS TO CONTRIBUTION  d by the Annotated Code of Maryland rnment Article, Sections 15-848-15-850
I,Jonathan L. Miller	, the applicant in the above zoning matter
, HAVE	HAVE NOT
-	naving a cumulative value of \$500 or more to the treasurer of a committee during the 48-month period before application in or need zoning matter.
·	on made after the filing of this Affidavit and before final anty Council shall be disclosed within five (5) business days of
I solemnly affirm under the pen-	alties of perjury and upon personal knowledge that the
Mueyeur ( TRACY BURK)	Printed Name:

PETITIONER: Jonathan L. Miller

As required	DAVIT AS TO CONTRIBUTION  d by the Annotated Code of Maryland	
State Gover	rnment Article, Sections 15-848-15-850	
I, Sonya A. Miller	, the applicant in the above zoning matter	
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I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.		
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PETITIONER: Sonya A. Miller

PETITIONER:	Jonathan L. Miller			
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APPLICANT OR PARTY OF RECORD:	lon	athan Miller	<del></del>	
RECIPIENTS OF CON	TRIBUTIONS:			
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APPLICANT OR PARTY OF RECORD:	SONY	AMILLER	<del></del>	
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the contribution.		Printed Name: Sonya A. Miller	Alle	

Sonya A. Miller

Date: \_

PETITIONER: <u>Jonathan L. Miller</u>			
As required	ING IN BUSINESS WITH AN ELECTED OFFICIAL by the Annotated Code of Maryland ament Article, Sections 15-848-15-850		
I, Jonathan L. Miller	the applicant in the above zoning matter		
, AM	AM NOT		
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	ing in business with an elected official between the filing of application, I am required to file an affidavit in this zoning with elected official.		
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TRACUBURK WITNESS OF SIGNATURE	Printed Name: Sonya A. Miller  Signature: April Muller  Date: 2-25-15

PETITIONER: Sonya A. Miller

### EXHIBIT A

#### Response to Section 5

The proposed zoning regulation amendment (ZRA) will permit certain properties (two (2) acres or larger) within the R-20 district to be eligible to make application for approval of a Home Based Contractor conditional use. The proposed ZRA does <u>not</u> alter the permitted or accessory uses within the R-20 district; therefore, eligible R-20 zoned properties must first satisfy the criteria under Howard County Zoning Regulation (HCZR) Section 131.0 and also receive approval from the Howard County Hearing Authority before receiving approval for a Home Based Contractor conditional use.

Approval of this proposed ZRA will be in harmony with the current General Plan for Howard County (PlanHoward 2030). Specifically, the proposed ZRA will promote the general plan policy of creating sustainable communities by permitting Home Based Contractor businesses to be located on appropriate properties within the Planned Service Area (PSA); whereas under current law such Home Based Contractor conditional uses are only permitted in the RR and RC districts - which are generally located outside of the PSA. The current regulatory scheme unnecessarily creates significant *location inefficiencies* because without justification it mandates a significant geographical separation between Home Based Contractor Businesses and the vast majority of the residences and businesses that they serve which are by design located within the PSA.

The geographic separation mandated by the current regulatory scheme is in fact contrary to the general plan goal of reducing automobile dependence and traffic congestion on our highways.

General Plan Policy 3.9 calls for the reduction of employee travel miles; yet the current

regulatory scheme mandates that Home Based Contractors drive significant distances on crowded and congested highways as they travel from the rural west areas of our county to work sites within the PSA. (Think southbound Route 32 in the morning!)

Adoption of the proposed ZRA will also encourage diverse economic development within Howard County. According to General Plan Figure 5-2, construction jobs within Howard County actually decreased by 1,465 jobs (an 11% decrease) between 2001 and 2009. At the same time, the total number of jobs in Howard County actually increased by 22,112 positions (a 13% increase). These statistics provide stark testimony to the fact that Howard County economic development policies, while very effective at creating high skilled positions often requiring an advanced degree, have not been very effective in creating job opportunities for nondegree holding workers in the essential trade industries including but not limited to general contracting; home improvement; plumbing; electrical contracting; masonry; HVAC and the like. The absence of skilled essential tradesmen in Howard County undermines the quality of life in Howard County because our citizens and businesses find it increasingly difficult to obtain the essential services they need at reasonably affordable prices. Illustrative of this point is the extreme difficulty that many Howard County citizens and businesses experienced in obtaining plumbing services during the month of February, 2015 – a month characterized by extremely cold temperatures that resulted in an unprecedented number of frozen and burst pipes. Equally, frustrating is the difficulty of obtaining HVAC mechanical services during the now all too common summer heatwaves experienced by Howard County residents and businesses.

Finally, adoption of the requested ZRA will promote the General Plan goal of maintaining an adequate supply of affordable housing opportunities. The requested ZRA will take advantage of "location efficiencies" having the effect of reducing the total cost of housing (see, PlanHoward

2030 page 125). Presently, a Home Based Contractor residing on R-20 zoned property within the PSA must lease or purchase separate industrial or commercially zoned property to operate his or her contracting business. While this is certainly appropriate for larger contracting businesses; it is both unnecessary and overly burdensome for smaller lower intensity contracting businesses. Requiring these smaller lower intensity contractors to lease or purchase separate industrial or commercial property dramatically increases their overall cost of living in Howard County, contrary to the stated goals of the General Plan.

#### Response to Section 6

The proposed ZRA will further the purpose of the Zoning Regulations and zoning maps by preserving and promoting the health, safety and welfare of the community. As discussed in Section 5 above, the proposed ZRA does <u>not</u> alter the permitted or accessory uses within the R-20 district; therefore, eligible R-20 zoned properties must first satisfy the criteria under Howard County Zoning Regulation (HCZR) Section 131.0 and also receive approval from the Howard County Hearing Authority before receiving approval for a Home Based Contractor conditional use. Because the Hearing Authority may only approve a Home Based Contractor conditional use if it is satisfied that a specific conditional use plan satisfies both the general criteria for approval under HCZR Sec. 131.0.B as well as the specific criteria for approval as provided in HCZR Sec. 131.0.N.28, the health, safety and welfare of the community will be preserved and promoted by virtue of the oversight of the Hearing Authority.

The purpose of the Zoning Regulations will be further preserved and promoted by adoption of the proposed ZRA. Significantly, the proposed ZRA will

- 1. Prevent and help to alleviate the over-crowding of the land and the undue congestion of population on the highways;
- 2. Promote the most beneficial relationship between the uses of land and structures, and the road system which serves these uses, while having particular regard for the potential amount and intensity of such land and structure uses in relationship to the traffic capacity of the road system, so as to avoid congestion in the streets and roadways;
- 3. Create substantial location efficiencies and will help to provide for adequate housing choices in a suitable living environment within the economic reach of <u>all</u> citizens including citizens employed in the essential trade industries.

#### Response to Section 7

In addition to the public benefits described in Section 5 and Section 6 above, the proposed ZRA will benefit the general public by helping to ensure that essential trade services will be available to the citizens and businesses of Howard County located within the PSA. Adoption of the proposed ZRA will also help to mitigate the cost of these essential trade services by reducing or eliminating the significant location inefficiencies mandated under the current regulatory scheme.

#### Response to Section 8

The proposed ZRA would potentially impact any property two (2) acres or larger located within the R-20 zoning district. The number of properties impacted by this proposed ZRA is in excess of 12. Notwithstanding, and as previously stated above, the proposed ZRA does <u>not</u> alter the permitted or accessory uses within the R-20 district; therefore, eligible R-20 zoned properties must first satisfy the criteria under Howard County Zoning Regulation (HCZR) Section 131.0 and also receive approval from the Howard County Hearing Authority before receiving approval

for a Home Based Contractor conditional use. Because the Hearing Authority may only approve a Home Based Contractor conditional use if it is satisfied that a specific conditional use plan satisfies both the general criteria for approval under HCZR Sec. 131.0.B as well as the specific criteria for approval as provided in HCZR Sec. 131.0.N.28 the health, safety and welfare of the community will be preserved and promoted by virtue of the oversight of the Hearing Authority. In the event that other properties within the R-20 zoning district should apply and qualify for a Home Based Contractor conditional use, the public benefits resulting from such applications and approvals would be of the same general character as described in Sections 5 – 7 above.

4831-6030-5442, v. 1

# **EXHIBIT B**

## PETITIONERS' PROPOSED TEXT

HCZR Section 131.0.N - Conditional Uses

### N. Conditional Uses and Permissible Zoning Districts

| Conditional Use   |          |          |  |  |  |  |  
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Cemeteries and Mausoleums	✓	√	✓
Charitable or Philanthropic Institutions: Offices and Educational Programs		✓	
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  |  | авий, облабация и поститування в поститування били поститування били поститування в поститування в поститування |  | erand. Vanderspring anderse de specielle de state de service de service de service de service de service de se   | талақ <mark>анақа қарағанда ала алайда (Май Май адамай дақа Май дақа Май адамай дақа байда қарай жайда (Май Май Май Май Май Май Май Май Май Май </mark>  |  
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Child Day Care Centers and Nursery Schools, Day Treatment and Care Facilities		<b>✓</b>								Andreas Printer and Andreas Control of the Control		and the control of th					des production of the second section of the second	<b>✓</b>	✓				The first tank in patence and the first countribus in countribus in countribus and appropriate patence and a new			AND THE MANAGEMENT OF STREET HERE TO STREET, AND THE STREET STREET, AND THE ST	randu randusta attention photostemionistemionistemion d'anno pet petitodio diominario attention di attentio		
Communication Towers	1	✓	✓	1	<b>✓</b>	<b>√</b>	<b>✓</b>	1	1	1		The contact of the Co					1			✓	✓	<b>✓</b>		′ ✓	/ /	Projects undersable parameter programme and the control of the con	MERCHAN AMELIANT STREET, STREE	<b>✓</b>	
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Country Inn	1	1	1	1	1	1	Marin Evillopine in Principal Paris Inches	The state of the s		number of surpresentations and property	extradeer/gunderrperson, server		Philips				And the second s			The state of the s			or (Pubmittam Telefone, early 's	Continue Constitution of the Constitution of t	-	ALIEN AMERICAN INCOME. NATIONAL	Control of the contro	Contract of the Contract of th	Orași de la companie
Dwelling, Accessory Family	1	✓	1	<b>\</b>	Section of the sectio	TOTAL TOTAL PROPERTY OF THE PR				entere enterettitettettettettettettettettettettette	Anna de principa de la Companio de Compani		Account of some feeting the second feeting of the second s	And a serificial interesting in the series of the series o				First sensewer that each particular transfer in the first sense from the	THE RESERVE OF THE PROPERTY OF	and the second of the second o			A PART SEARCH OF A STATE OF THE SEARCH OF TH	anne described and deptending contracts.	energian territoria for editional Viteres	ergains Sammare Newsport of the Chapter	and Chic, "cannot carry (principality purples off)	athicidae on this cipe et all picture in action	in the decision free majoritant from a migrature. Need the
Farm Tenant House	✓	1	efishere sperimental has exprehensely used about h	reducershis per haparit servesti harif erusts, paleings.		PORTRACTION CONTINUES INSPERIOUS VINIGHT	And being the control of the control	makesti madikatan kertekentikat kelantinga kapa s <sub>a</sub> daringan	authoring nation of centuring representative progress	este de la companya d	ever PEEDVESANTANTE CONTINUES PROPORTION AND PROPORTION AND PROPERTY.	Manage of the contribution		And the contract of the contra		* Annual and publicated the publication of the publ	Anadol Valuetasona and Canada Constitution and Page 1986	The same of the sa	STREET, STREET	Opening "Assemble on the Control of	contact into because of the interest of the best to the contact of					section of the sectio	Bernelli Primalife Cheristanaffundraditation	or and independent of a constraint of the publishments of the presents	month ignet trusper in typhone Arthrecognisme 2000 cmts
Fast Food Restaurant	Commission consistency or a constant market, and con-		related as and fine and the stress import, a still have suithful.	inhier you we sills with you will it the residence are, provides	Angle agrandage and a few for the grand character plants for the grand of	AMMADO AND AND AND ADDRESS OF THE PARTY OF T	Charles of annual property and annual property of the party of the par	Contact to the second	Configuration of the second contraction of the second second of the seco	MARINE MARINE STATE OF THE STAT	Substitution of the substi	Contract of the contract of th	destry denderate the control of surface profits	Control designation of the finishing of the last		guerabek - e i ka suuraksen pääkyurikeanste yhtees pasitet	Casaman Transportation and any management of environ		Marketing of the state of the s					Piloton	expels officers special actions and the second	**************************************	Transcontinuos and	The man coupe flow and a global substitution of the confidence of	

| Funeral Homes<br>and Mortuaries   | <b>✓</b>   | ✓  | ✓  | ✓  |  |  |  |   |  |  |  |  |   | The second secon | The state of the s | Contract the desired of the contract of the co | and in the section for the section of the section of   | The state of the s |  | Annual control of the |  | THE REAL PROPERTY AND PROPERTY  |  |  |  |  | T. A Transport of the Control of the | Appears of common dealers (Americans) for constructive elec-   |  |
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Gases, Non-Toxic Inustrial (Manufacture, Sale, Storage, and Distribution)	S			
Gasoline, Fuel Oil, Liquified Petroleum, and Compressed Natural Gas, Bulk Storage of	and the comment of the production of the comment of	egis (spenius es associatement es es el la acepta de as parametra participa es es este es estados estados esta		e de la communicación de la company de l La company de la company d
Gasoline Service Stations				
Golf Courses	1	✓	√	1
Guest House	made in confidential designation			
Historic Building Uses	Value (Value (Va	✓	✓	1
Home Based Contractors	✓	✓	SELECTION OF THE PROPERTY OF T	<b>V</b>
Home Occupations	<b>√</b>	<b>√</b>	✓	<b>\</b>
Junk Yard	martinets of pages many in community and in the	and cofficient of the second second second	Transmitted by the state of the	Antist terrorisis in the second second
Kennels and Pet Grooming Establishments	Popular Production and Contract Contrac	<b>✓</b>	nandermanner von segmanner sprinskline pareitis der sächen Vessenschales variatie	/

| Landscape<br>Contractors   |  | √  |  |  |   |  |  |  |  | Managerick and April 12 and professional control of the Article Co.  |  |  |  | The same of the sa |  | e description for which the stand for the country constraints and the stand of constraints and the stand of t |  | ALANA DI CALIFORNIA DI CALIFOR |  | THE PROPERTY OF THE PROPERTY O | THE RESIDENCE THAT I WAS ARRESTED FOR THE RESIDENCE  |  |  | The state of the s | And the second s |  |  | To gath or comment on a parameter of the |   |
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Limited Outdoor Social Assemblies	✓		
Mobile Homes for Security Purposes			
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Museums and Libraries	1	<b>√</b>	✓	<b>√</b>	Control control de la control								and and the second seco			Management of the control of the con	Digard (PICCHET) cand SPEC 11 unique of the ABBI	THE THE PROPERTY AND THE PROPERTY OF THE PROPE	AND THE RELEASE THE PROPERTY OF THE PROPERTY O	And Charles man albeited bay Pilladed bases	The second results of the second seco	our Propriesson and set Million efficiency between the second				AND THE PROPERTY OF THE PROPER			
Nonprofit Clubs, Lodges, Community Halls and Camps																													
   |  | <b>\</b>   | ✓  | Market is such repaired in the contract of the | formula d'Assertion e sobrend later (de heritaliste equipment sign matter mant la formula.   |  
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| Nursing Homes<br>and Residential<br>Care Facilities                      |  | descriptions of the first one of the first one of the first one of the first of the first one of the first o |  | ✓  |   | and contributions of contributions and contributions of c | _  | ✓  | ✓  | ✓  | ✓  |  |  |  |  |  | ent i et retrate de propriée de constant de la cons |  |  |  |  | And the second of the second o | Andrewskip and a second action to the contraction of the second s |  |  |  | Abile Ambiguaria desaglaca productiva desaglaria quanda productiva desaglaria desaglaria desaglaria desaglaria   |  |   |
| Pet Day Care<br>Facilities   | A Company of the Comp | 1  | Objection of the fact that the second contract of the fact that the fact that the second contract of the fact that | 1  |   | China China de Carlos de C | To you want a province to a want province to the province to t |  | Anna Carlotte Carlott | deline particular and control for transmistratural floring and the control of the | and a common the common the common terminal and the co |  |  |  |  | Augmenter of the contract of t | The Particular of the Particul |  |  | Apple Papels disposit plans en a apple pressure myne (Disp   | and control teacher about colors to extent technic brother, and the  | A TOTAL THE STREET, ST |  | dullukaribearik Adı Pissuk-erittyi hasınık (DA)  | And the second of the second description is a second description of the second description of th | A STATE OF THE PROPERTY OF THE | And or to perfect the foreign terminal and the first foreign t | Andreas of the state of the sta |   |
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| Quarries - or<br>Rock, Stone, Sand<br>Excavations                        |  |  |  |  |   |  | described in the control of the cont | And the state of t | And was a few from the first the first transfer of the first trans | The process of the second seco | THE PROPERTY OF THE PROPERTY O | And described in the second  |  |  | These delative regarder to refrage redefine of responsibilities. A server of the serve |  |  |  |  |  | and the second s | The second se  |  | The state of the s |  | Paper in the contract of the c | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \  |  |   |
| Religious<br>Facilities,<br>Structures and<br>Land Used<br>Primarily for |  | /  |  | <b>\</b>   | 1   | ✓  |  | 1  | 1  |  |  | THE STREET STREET, THE STREET, |  |  | and account of the first country of percentages and descriptions of additional particular countries and additional countr | Andrew commission for the contract decrease on the part of the contract of the |  |  |  | 1956 bendakundikesillaria unriserraken rikusurusta kendikapidkusanipija.   | entre de la companiente del la companiente del la companiente de la companiente de la companiente de la companiente del la companiente de  | Management of the control of the con | And the state of t | da secti acondidarente hibe staanhetanerentajtridentenditida primitajtyne hake   |  | The second se  | Annes e destante presentation de l'appression  |  |   |

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Residential/Com mercial Buildings					ades, josé consultánticos aprincipación por movimo serviciones		The control of the co	and a surround a surround a surround a surround and a surround a surround and a surround			Amilys and management of the special state of the s	experiment, un'extravel trinument perfections, in our		audie: Actional Adjusted in Report, Proposition and Proposition	troopy "thaditutions are property on the administration of the	Annal to the second control of the second se	plan daniel project parcel and the control of the c	SACIA (SE CASACIA, SEAS CI CASACIACIA CONTRACTOR SEAS CONTRACT	And the contract of the first first region from the contract of the contract o	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	<b>✓</b>		1	1		Triples participate and in professional contractions and the second seco		Anna P. Laborator Josephan (Antonio Antonio An	
Retreat Center	<b>√</b>	√	√	√	ti e e l'anglis de l'anglis propriet de l'anglis de l'		And Anticopy (separation)					And the control of th			And the second second second second	And of the second secon	BEAT HAND STREET STREET, STREE	AND THE PROPERTY OF THE PROPER		The state of the s			Contraction or and the first of the first			And a proper of the state of th			Activities - Expressiva property and discount of
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Sawmills, Bulk Firewood Processing, Mulch Manufacture, or Soil Processing			endition between the statement are also about the majorate province at an overland a famour, who	outering perfected exhibits accommendent experiments and the perfect and the first extended in the exhibits and the commendent experiments are commendent experiments.									ender der der der der der der der der der				THE PARTIES OF THE PARTY OF THE		AGAS. TAMAS SAN AND AND AND AND AND AND AND AND AND A				entranslaberina lanna entranslaberina des destructivas entranslaberina entrans			majaronis varoni kaadala jaa erdi sakuusi kersani kalkatanan sainaksi gan i eris selekt ya verkinnessej kiritan Takata			
School Buses, Commercial Service	1	✓	es s'inne effection de situacien estacone de servicione de caracteristiques, per	1	✓				And the second s	that submanifered developments and respectively by the description of			description of the state of the										NAMES TO A STATE OF THE PARTY O	-			ace descriptions of the second statement of the second		
Schools, Colleges, Universities - Private (Academic)	1	<u> </u>		<b>✓</b>	<b>\</b>			<b>✓</b>	<u> </u>			Notes The contract of the first and the firs		Action reasonable of the contribution of the c							entere		more parameter en			cretic particular and commission of production of contraction of continuous special department of the contraction of the contra	Annahran interactionmental production and before the contraction and the contraction and the contraction of contractions and the contraction and t		
Shooting Ranges - Outdoor Rifle, Pistol, Skeet and Trap	1		entra de social de seguina de seguina de la confirmación de para instantante de executablem de seguina de conse	The statement and control control and the spirituals and spirituals are controlled to the spiritual and spiritual	den als jainesses i versat e plustifiquine per distanci fan par dissentante, er plus cant sea, c'entrates supr	and participated by cities of childrey discontributions to improve more conjudent carriers, principal particip	different entantrischen erstellen europe en von entantrischen Vermiterentrischen der der		property of the condensate of	ONE PROPERTY OF THE PROPERTY AND AND A STREET OF THE PROPERTY				densidension formation for the conference of the						de terre en en el estado de el estado en en estado en estado en estado en estado en estado en entre en estado en est		AND THE PROPERTY OF THE PROPER	exect), designment of the officiency of the second capital extra contrate of the professional seconds.	description quasic consistency and production of the production of	Magnetian in a grandination between interestation in principal and in their transfer in the second of the second o		de has parting en entre en	pengini, jeung menancian mangkan dan menancian jujupan pengini pengini pengini pengini pengini pengini pengini	
Small Wind Energy Systems, Building Mounted			<b>√</b>		✓		<b>√</b>	<b>\</b>	1	<b>\</b>	dans). Superintransi (superintransi	consistence and or describe the production of the constitution of		The same against the same state of the same same and the same same same same same same same sam		Property of the control of the contr		The control of the co				eras et en	is wanted to freed to resembly from the self-depth to self-of definition to the first self-of-depth of definition to the self-of-depth of definition to the self-of-depth of definition to the self-of-depth of-depth of-de			enconnection of the contract o	And the state of t		And the second s
Small Wind Energy Systems,	1	<b>\</b>	1	* * * * * * * * * * * * * * * * * * *					And the state of t	money transport framewhite evaluation or	And the second s	All participation of the commence of the comme	spinishmentacinates continue dest	1	✓	✓	√	✓			✓.	1	The state of the s		1	1	1	✓	<b>√</b>

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Solar Facility, Commercial	<b>✓</b>	✓	
Spa, Country	√	✓	
Two-family Dwellings, Accessory Apartments	<b>\</b>	✓	✓
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| Used<br>Merchandise,<br>Retail Sale by<br>Non-Profit<br>Organizations | antimations side into an administration in the environment of the control of the  | karian da karian da   | A proof community, and expressibly such departments who are departments provided by the second of the second secon |  | And the second state of the sta | Responses sond, alternative construction trade (depend annual parallel such propositional such grades)   | n, kladan arasın sonsuştandıkların metersilekere inkentesinen intologiskum elektroloklarını privin iklandır.   |  
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  | THE STATE OF THE ST   |  |  |  | <b>✓</b>  
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| Utility Uses,<br>Public   | <b>\</b>   | 1   | <b>√</b>   | <b>√</b>   | <b>\</b>  
  | <b>\</b>   | <b>✓</b>   | 1  | 1  | ✓  
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  | ✓  | ✓  | <b>✓</b>   | ✓  | ✓  
   | ✓  | ✓  | ✓  |  | ✓   
  | ✓  | ✓  |  |  | ✓  
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Winery, Farm - Class 1B	And the contract of the contract of the state of the stat	<b>√</b>	en en engenfranken und en fantage ja der gapfringsbetriebetr	Appendix of the special section of the section of t		and a state of a second state of the second state of the second s	the Novellanders probles trusts poorticitivally, while			month organization and account of the second statement	About Physician action for specials (em., matter			Angele of Fall and department of the farmer of the section of the	Andrewskie in the special and the second section of the se	And the second s	And the second s	And the control of th								Annial and the second s	and the second s	Andreas and Andreas State (Space (Spa			
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The Hearing Authority may grant Conditional Uses in the specified districts in accordance with the following minimum criteria.

#### 28. Home-Based Contractors

A Conditional Use may be granted in the RC [[and]], RR AND R-20 Districts for home-based contractors, subject to the following requirements, except that landscape contractors have separate requirements elsewhere in Section 131.0.N., and home-based contractors meeting the requirements of Section 128.0.C.2 are permitted accessory uses:

- The minimum lot size is three acres IN THE RC AND RR DISTRICTS; AND TWO ACRES IN THE R-20 DISTRICT.
- b. The number of commercial vehicles parked on the site shall be limited to three commercial vehicles for lots up to six acres, and five commercial vehicles for lots larger than six acres and not more than 20 acres.
  - On lots larger than 20 acres, the Hearing Authority may approve additional commercial vehicles, as is determined to be appropriate based upon the character of the property and its relation to the surrounding area.
- c. On lots six acres or fewer, the area used for parking and storage of commercial vehicles, equipment and supplies, whether exterior or interior, shall be limited to no more than 50% of the area of the lot or 10,000 square feet, whichever is less. On lots larger than six acres, the area used for these purposes shall be limited to no more than 5% of the lot or one acre, whichever is less.
- d. IN THE RR AND RC DISTRICTS, [[S]]Structures used for the Conditional Use shall be at least 50 feet from lot lines and all outdoor parking or storage areas shall be at least 100 feet from lot lines. IN THE R-20 DISTRICT, STRUCTURES USED FOR THE CONDITIONAL USE SHALL BE AT LEAST 30 FEET FROM LOT LINES AND ALL OUTDOOR PARKING OR STORAGE AREAS SHALL BE AT LEAST 50 FEET FROM LOT LINES.
- e. The location and design of the operation shall be such that the use will not be a nuisance to residents of neighboring properties due to noise, dust or fumes. Particular consideration shall be given to the location of loading areas, parking and circulation areas, and driveways in relation to neighboring properties.
- f. If the driveway providing access to the proposed site is shared with other properties, the petitioner shall demonstrate that the use will not result in damage to or deterioration of the shared driveway or in increased hazards to other users of the driveway.
- g. Parking and storage areas shall be restricted as follows:
  - (1) Supplies shall be stored within a building, except that mulch, compost, soil, sand, stone and other natural materials may be stored outdoors. Supplies stored outdoors must be fully screened from surrounding properties and roads by vegetation, fencing or other appropriate means in accordance with the County Landscape Manual.
  - (2) Equipment shall be either stored within a building or screened from surrounding properties and roads by vegetation, fencing or other appropriate means in accordance with the Howard County Landscape Manual.
- h. The Hearing Authority shall establish the maximum number of employees permitted on the lot and the maximum allowable number of employee trips per day.
- The Hearing Authority shall establish the days and hours of operation.
- j. New structures or additions to existing structures shall be designed to be compatible in appearance and scale with other residential or agricultural structures in the vicinity, as demonstrated by architectural elevations or renderings that shall be submitted with the petition.

- k. Minor repairs to vehicles or equipment shall be permitted, provided such activities take place inside a building. Body work, engine rebuilding, engine reconditioning, painting and similar activities shall not be permitted.
- I. Where two or more adjacent lots are under common ownership and used as a single homesite, home-based contracting uses may be located on a different lot than the principal dwelling, if the Hearing Authority determines that this will provide a more compatible location in relation to vicinal properties that effective screening will be provided by using existing site features, or that it will result in decreased impacts on neighboring lots.
- m. On an ALPP purchased or dedicated easement property, the following additional criteria are required:
  - (1) The use shall not interfere with the farming operations or limit future farming production.
  - (2) Any new building or building addition associated with the use, including any outdoor storage and parking area shall count towards the cumulative use cap of 2% of the easement.

HCZR Section 131.0.N - Conditional Uses

## N. Conditional Uses and Permissible Zoning Districts

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Gasoline Service Stations			
Golf Courses	1	√	√
Guest House			
Historic Building Uses	1	<b>√</b>	✓
Home Based Contractors	1	✓	Application of all control of an application of the
Home Occupations	<b>✓</b>	1	<b>✓</b>
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Mobile Homes for Security Purposes		And and and a second that he had desired and the desired and a second		Box (market incomes it to the order of the o
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Museums and Libraries	<b>✓</b>	✓	1	<b>✓</b>
Nonprofit Clubs, Lodges, Community Halls and Camps	<b>\</b>	✓	✓	✓
Nursing Homes and Residential Care Facilities			<b>√</b>	✓
Pet Day Care Facilities	1	✓	Andrea and international base and windows from part for the contraction of the contractio	✓
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Religious Facilities, Structures and Land Used Primarily for Religious Activities		<b>&gt;</b>		

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Retreat Center	√	✓	√
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Sawmills, Bulk Firewood Processing, Mulch Manufacture, or Soil Processing		<b>✓</b>		and the control of th							eponamentofacerentificable rifere profitegrafing colonidate in the control personal relations and a fill and a		en, jamen provincediba opi ida obligano desencipantante com petito della della competenza e conce		Auditor principal de describe de de la constant de	The Magnetics (100 despitations and include earlies because the second should be added and the second free second entire second		AND TOTAL COMMENTAL COMMENTAL COMMENTAL COMMENTS OF THE PROPERTY OF THE PROPER			AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	and some and to the demanders and the second subsequent and the second subsequent the second	ende en de de de la description de d	man, autocide productivitat principal principal and principal and principal and principal and principal and and an extension of the control o		gen, until est dictes del denetit que l'hercés desent à un dominion accessit à que conserve de un villéte de va		and parameterizing and many frame frame frame white or definitely and parameterizing and security frame and the control of the	
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Schools, Colleges, Universities - Private (Academic)					<b>✓</b>	<b>✓</b>	And the state of the control of the	<b>✓</b>	The same of the sa		1	<b>✓</b>				e passir ) malad pane philane depart debumas e sance inscribingulos pass and a pass projection as a			ARTORA, PROJEKTINIKA KIRINGAKATURA MANGALI TÜRGÜLEN ÇATÜN ANDRAN KARINGARI KARINGARI KARINGARI KAÇIDAKT			A COMPANY OF THE PROPERTY OF T	RESIDENCE AND PARTIES AND PROPERTY OF THE PROPERTY OF THE PROPERTY AND ADDRESS OF THE PROPERTY	engel der skenste statemensjons entimate gitter manga om gravetast tesst from the desirence of the same of the sam	manus. Anatusias des territorios des un proprieto più las filosomitados Manuslandis de	ANGEN TO SEE THE SECURITY SECU	Andre justimenterentering für Generalisteren district generation eine Andre generation oder der Andre generation oder der Gene	and contract of the production of the design of the contract o	дения и то под под под под под под под под под по
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| Solar Facility,<br>Commercial   | ✓  | ✓  |  |  | After restrict transported in the scripture specimen with the article.   | A control of the cont | chaeffeurlichtune (Indi-Minhertuffen), unterfer  |  |  |  |  |  | THE RESERVE OF THE PROPERTY OF | Top death with the teach of the |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Andrews American and Julia Management of Management |   |   |   |
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Spa, Country	√	√	
Two-family Dwellings, Accessory Apartments	<b>✓</b>	<b>\</b>	<b>✓</b>
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Utility Uses, Public	1	✓	1
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| Yard Waste<br>Composting<br>Facility                                  | To consequence and a construction of the const | 1  | And the second s | tes <sup>†</sup> reprinte applying frame (of distinguish of hand playing and of the company of their printers  | the first construction of the second parameter of the second of the seco | and control particular and control particular and control particular and control and contr | determinates describe them investigation described by the forest property and  | Association of the second seco |  | The second and the second seco | The constitution of the Philadelphia contraction of the Constitution of the Constituti | AND ALCOHOLOGICAL PROPERTY AND   | AND THE PROPERTY OF THE PROPER | THE RESIDENCE OF THE PROPERTY  | and control of the co | the section of the se | And the second control of the second control |  |  | Customal Control for the control of  | and control of the co |  |  | And the control of th | AND THE PARTY AND ADDRESS OF THE PARTY OF TH | Not the same the the contraction of the Charles of  |  |  | <b>✓</b>  |   |   |   |

The Hearing Authority may grant Conditional Uses in the specified districts in accordance with the following minimum criteria.

#### 28. Home-Based Contractors

A Conditional Use may be granted in the RC, RR and R-20 Districts for home-based contractors, subject to the following requirements, except that landscape contractors have

separate requirements elsewhere in Section 131.0.N., and home-based contractors meeting the requirements of Section 128.0.C.2 are permitted accessory uses:

- The minimum lot size is three acres in the RC and RR districts; and two acres in the R-20 district.
- b. The number of commercial vehicles parked on the site shall be limited to three commercial vehicles for lots up to six acres, and five commercial vehicles for lots larger than six acres and not more than 20 acres.
  - On lots larger than 20 acres, the Hearing Authority may approve additional commercial vehicles, as is determined to be appropriate based upon the character of the property and its relation to the surrounding area.
- c. On lots six acres or fewer, the area used for parking and storage of commercial vehicles, equipment and supplies, whether exterior or interior, shall be limited to no more than 50% of the area of the lot or 10,000 square feet, whichever is less. On lots larger than six acres, the area used for these purposes shall be limited to no more than 5% of the lot or one acre, whichever is less.
- d. In the RR and RC districts, structures used for the Conditional Use shall be at least 50 feet from lot lines and all outdoor parking or storage areas shall be at least 100 feet from lot lines. In the R-20 district, structures used for the Conditional Use shall be at least 30 feet from lot lines and all outdoor parking or storage areas shall be at least 50 feet from lot lines.
- e. The location and design of the operation shall be such that the use will not be a nuisance to residents of neighboring properties due to noise, dust or fumes. Particular consideration shall be given to the location of loading areas, parking and circulation areas, and driveways in relation to neighboring properties.
- f. If the driveway providing access to the proposed site is shared with other properties, the petitioner shall demonstrate that the use will not result in damage to or deterioration of the shared driveway or in increased hazards to other users of the driveway.
- g. Parking and storage areas shall be restricted as follows:
  - (1) Supplies shall be stored within a building, except that mulch, compost, soil, sand, stone and other natural materials may be stored outdoors. Supplies stored outdoors must be fully screened from surrounding properties and roads by vegetation, fencing or other appropriate means in accordance with the County Landscape Manual.
  - (2) Equipment shall be either stored within a building or screened from surrounding properties and roads by vegetation, fencing or other appropriate means in accordance with the Howard County Landscape Manual.
- h. The Hearing Authority shall establish the maximum number of employees permitted on the lot and the maximum allowable number of employee trips per day.
- i. The Hearing Authority shall establish the days and hours of operation.
- j. New structures or additions to existing structures shall be designed to be compatible in appearance and scale with other residential or agricultural structures in the vicinity, as demonstrated by architectural elevations or renderings that shall be submitted with the petition.
- k. Minor repairs to vehicles or equipment shall be permitted, provided such activities take place inside a building. Body work, engine rebuilding, engine reconditioning, painting and similar activities shall not be permitted.

- I. Where two or more adjacent lots are under common ownership and used as a single homesite, home-based contracting uses may be located on a different lot than the principal dwelling, if the Hearing Authority determines that this will provide a more compatible location in relation to vicinal properties that effective screening will be provided by using existing site features, or that it will result in decreased impacts on neighboring lots.
- m. On an ALPP purchased or dedicated easement property, the following additional criteria are required:
  - (1) The use shall not interfere with the farming operations or limit future farming production.
  - (2) Any new building or building addition associated with the use, including any outdoor storage and parking area shall count towards the cumulative use cap of 2% of the easement.