IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge
Case No. 2015-CP-18-00991

Appellate Case No. 2015-002199

Faye P. Croft, Personally and as Trustee of the James A. Croft Trust; James A. Croft Trust; William A. Harbeson; Heyward G. Hutson; James Stephen Greene, Jr.; South Carolina Public Interest Foundation; Summerville Preservation Society; and Dorchester County Taxpayers Association, individually, and on behalf of all others similarly situated, Appellants,

v.

Town of Summerville and Town of Summerville Board of Architectural Review, Respondents.

RECORD ON APPEAL
VOLUME II of III

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BOARD OF ARCHITECTURAL REVIEW MINUTES

MONDAY, JANUARY 12, 2015

TOWN HALL ANNEX -- COUNCIL CHAMBERS

IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE

MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:	STAFF PRESENT:
Phil Dixon, Chairman	Madelyn Robinson, Planning Dept.
Jeff Bowers	Rich Palmer, Building Dept.
Rachel Burton	Lucy Dreyer, Board Secretary
Cecile Colthran	
Beth Huggins	
John Kwist	
David Price	

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AUDIO RECORDING WAS TRANSCRIBED BY:

Sherri L. Jolley

Midwest Litigation Services

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T R A N S C R I P T I O N

MR. PALMER: If you move a house, first of all, you've got to do (unintelligible) foundation (unintelligible) bringing the plumbing, electrical, and mechanical up to code. You would have to abate the asbestos in order to even get in the walls to work on any of that stuff. So -- it's got a lot of mold in it now, so it just would be very expensive for somebody to try and do anything with it.

ARTHUR APPLEGATE: So that's kind of where we are at this point. We've done what we could to explore the viability of moving -- I -- I should mention also we did explore with Landrum Tables and Company that does a lot of work in downtown Charleston, and what they do is they take the remnants from the -- you can pass that around -- but they basically take the remnants out of the houses and they make very nice tables and so forth.

In fact, I have a couple of their tables in our house. And they came and looked at the houses as well. So there are -- there's a lot of use that we could get from either -- from the salvage companies or from a company like Landrum to reclaim what could be used. But we've concluded that the only viable solution is to demolish the structures.

We will -- we would like to ask that the

-- that we have the approval for that. We know it's contingent upon the overall approval of the project. We will continue to use our best efforts to move the houses. And it's not that we're opposed to moving it; we just have not been able to find anybody who's willing to take on moving the house. But if there's property that happens to be in a corridor that would allow movement or it's two blocks or three blocks away, and there's some feasibility in doing it, we're all -- we're completely on board to do that.

But when the users begin to look at having to build a foundation to accommodate the house, plus having to break the house apart, and then move the house, and they start adding up the cost, they literally come away saying, "It would be a lot less expensive for us to build a brand-new house." So that's what we're up against. So it has to be somebody that does not care about the financial issues but strictly --

DR. PRICE: We have encountered this situation in the past, and if there is a structure that someone wants that's worth moving or worth moving to them, we have done whatever we could to make that happen. And I think there's been some misunderstanding by the press and by some of the people that have feelings about this project that we are approving the demolition at this

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We were contacted today by a woman who lives, what, about, three or four blocks away to -- one straight shot across Main Street and one block over to Magnolia, and then I don't know how many houses one way or the other. But those are pretty wide streets that may enable that house to be moved, and I think we just have to -- you know, if we grant you what you're wishing, you just have to continue to work towards finding a solution.

And it's not really incumbent upon you to move the house. You're making it available to people. And we've been involved in moving several houses on the BAR. I can think of three and one that I was involved in helping someone move that was on the other side of the railroad tracks. So it's not impossible. But you have to find somebody who wants it.

ARTHUR APPLEGATE: We're completely comfortable moving forward on that basis.

MALE SPEAKER: Arthur, I might add, if we don't find someone who's willing to move the house,

the second salvage company that I spoke with is a nonprofit organization in Charleston (unintelligible) warehouse.

ARTHUR APPLEGATE: In Summerville? They're headquartered in Summerville.

MALE SPEAKER: They're in Charleston, actually.

ARTHUR APPLEGATE: Oh.

MALE SPEAKER: North Charleston, but -- but it's nonprofit. They are interested in deconstructing the house and removing materials. Almost any material in the house, they would try to resell through their warehouse. So materials will be used in the very worst case, but we're going to continue to try to find someone who wants to move it.

MS. COLTHRAN: There was someone in Summerville that I read about in the paper years ago -- a young woman -- that had a business where she would disassemble a house and reassemble it. Is that -- was she an outgrowth of what you --

MALE SPEAKER: I couldn't find anyone like that. I've talked to four different companies that were in the salvage business. At one time they would deconstruct for the materials. Two of them are no -- are not interested or no longer do that type of work.

ARTHUR APPLEGATE: (unintelligible) construction of the house, it's a lot easier --

MALE SPEAKER: Yeah.

ARTHUR APPLEGATE: -- done on an old post and beam type --

MS. COLTHRAN: Yeah.

MALE SPEAKER: Yeah. To deconstruct and reconstruct would certainly be more expensive than just building a new house, unless it's a very, very special house (unintelligible).

MS. COLTHRAN: Well, some of us don't want a new house.

MALE SPEAKER: Yeah. I mean, it could be that special to someone. (unintelligible).

ARTHUR APPLEGATE: Well, and, you know, obviously there are -- all houses you'd like to preserve, but if you look at how these houses are currently classified, I'd ask you to take that into consideration. They're not at the top of the list in terms of something you want to preserve. But be that as it may.

MALE SPEAKER: Well, also, keep in mind when you look at old pictures of town square here, there once was a town square surrounded by houses. And they eventually got removed to put some of the storefronts that we now consider iconic storefronts on the square, so --

CHAIRMAN DIXON: Rachel?

MS. BURTON: I don't have any other comment. I just wanted to -- I mean, your answer to David -- or his comment clarified it, which is that there is still time before anything happens, so if anyone is pursuing interest they have that opportunity, and that they're not denied that simply because you know it's happening next week.

ARTHUR APPLEGATE: Right.

MALE SPEAKER: Right.

ARTHUR APPLEGATE: That is correct.

CHAIRMAN DIXON: Beth?

MS. HUGGINS: I don't have any questions. I think David and Rachel answered everything that I wanted to know about how long, you know, a period, if it's still available and it will be still available. Do we advertise any longer or --

MALE SPEAKER: We don't have any plans to, but --

MS. HUGGINS: Yeah.

CHAIRMAN DIXON: We can do -- we can --

MALE SPEAKER: We can do it if you'd like.

CHAIRMAN DIXON: We could agree to do some additional advertising.

MALE SPEAKER: Maybe the town can put it on its --

MALE SPEAKER: They could put -- the town could put it on its website.

MS. COLTHRAN: Yeah.

MALE SPEAKER: Because it really needs to be somebody within three or four blocks to make it even feasible.

ARTHUR APPLEGATE: Yeah.

MALE SPEAKER: One of these that we were contacted by today is somebody that lives (unintelligible).

MS. COLTHRAN: Uh-huh. Over on Gum Street -- Gum Street.

MALE SPEAKER: No.

MS. COLTHRAN: Oh, the --

MALE SPEAKER: This was somebody who lives on Magnolia Street.

MS. COLTHRAN: Oh, all right.

FEMALE SPEAKER: (unintelligible) off Richardson, in there?

MALE SPEAKER: There is.

FEMALE SPEAKER: I have a question.

MS. COLTHRAN: There are a couple of them.

FEMALE SPEAKER: And this is just -- this --

MALE SPEAKER: And (unintelligible) contact. We'd love to see it moved.

(Unintelligible simultaneous speaking)

MALE SPEAKER: It's not a very big lot --

(Unintelligible simultaneous speaking)

MALE SPEAKER: -- down Richardson, move (unintelligible due to simultaneous speaking). I just discovered that Friday, so I am (unintelligible). That would make sense if someone was wanting a house on (unintelligible).

MALE SPEAKER: Oh, yeah. Yeah. We -- there (unintelligible). So it's only half a block away. That would be the one between Pine and Laurel that we -- that was a cinderblock house there the next block down after this project (unintelligible) fallen into neglect.

ARTHUR APPLEGATE: We'll certainly contact the owner of the property.

MALE SPEAKER: (unintelligible). Yeah, I had forgotten about that.

MS. COLTHRAN: (unintelligible).

MALE SPEAKER: Yeah.

MS. HUGGINS: I don't have any other

questions.

CHAIRMAN DIXON: Do I have a motion one way or the other?

MS. BURTON: Well, I'd make a motion that accept -- or that these buildings have permission to be demolished with the proviso that that does not start until there is final approval, and that there's ongoing opportunities for anybody who wishes to relocate the buildings have that, and that when they are demolished that there's opportunities for salvage to the maximum potential of each home.

CHAIRMAN DIXON: Second? David? Okay. All in favor. David, you all right?

DR. PRICE: Yeah.

FEMALE SPEAKER: Who second? I didn't hear.

CHAIRMAN DIXON: David.

FEMALE SPEAKER: David.

DR. PRICE: Yeah.

CHAIRMAN DIXON: Beth?

MS. HUGGINS: I'm in favor. Yes.

CHAIRMAN DIXON: (unintelligible)?

MALE SPEAKER: Could you speak a little louder on that motion, please?

FEMALE SPEAKER: We can't hear you back

here. 11

FEMALE SPEAKER: We can't hear --

MALE SPEAKER: On your motion we didn't hear --

MS. BURTON: I made a motion that the buildings have that opportunity to be demolished, that demolition does not start until final approval has been granted by this board, and that in the meantime anybody who wishes to pursue relocating these buildings has that time to do that, and if at the point where we have final approval the buildings aren't relocated that the buildings -- the materials are offered for salvage to the maximum potential available for salvage.

MALE SPEAKER: Thank you.

MALE SPEAKER: Would it be possible for the town and the developer to help financially in moving one of the houses?

CHAIRMAN DIXON: I think that would just be an independent negotiation between the individual and the town.

FEMALE SPEAKER: Yeah. We certainly can't speak to that.

CHAIRMAN DIXON: No. Okay.

MALE SPEAKER: We can't enforce that, but --

MALE SPEAKER: (unintelligible).

MALE SPEAKER: -- we can suggest that the parties take a look at every option.

CHAIRMAN DIXON: Yeah. That's -- we obviously can't tell the town to do this or do that. All right. Well, thank you very much. Thanks.

ARTHUR APPLEGATE: Thank you very much.

FEMALE SPEAKER: Thank you.

MALE SPEAKER: Thank you.

(WHEREIN, the file was concluded.)

CERTIFICATE OF NOTARY PUBLIC

STATE OF MISSOURI

I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.



Sherri L. Jolley

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BOARD OF ARCHITECTURAL REVIEW MINUTES

MONDAY, JANUARY 12, 2015

TOWN HALL ANNEX -- COUNCIL CHAMBERS

IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE

MIXED USE DEVELOPMENT - DORCHESTER HOTEL

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ARTHUR APPLEGATE: In Summerville? They're headquartered in Summerville.

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Page 6

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CHAIRMAN DIXON: Rachel?

MS. BURTON: I don't have any other comment. I just wanted to -- I mean, your answer to David -- or his comment clarified it, which is that there is still time before anything happens, so if anyone is pursuing interest they have that opportunity, and that they're not denied that simply because you know it's happening next week.

ARTHUR APPLEGATE: Right.

MALE SPEAKER: Right.

ARTHUR APPLEGATE: That is correct.

CHAIRMAN DIXON: Beth?

MS. HUGGINS: I don't have any questions. I think David and Rachel answered everything that I wanted to know about how long, you know, a period, if it's still available and it will be still available. Do we advertise any longer or --

MALE SPEAKER: We don't have any plans to, but --

MS. HUGGINS: Yeah.

CHAIRMAN DIXON: We can do -- we can --

MALE SPEAKER: We can do it if you'd like.

CHAIRMAN DIXON: We could agree to do some additional advertising.

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MALE SPEAKER: Maybe the town can put it on its --

MALE SPEAKER: They could put -- the town could put it on its website.

MS. COLTHRAN: Yeah.

MALE SPEAKER: Because it really needs to be somebody within three or four blocks to make it even feasible.

ARTHUR APPLEGATE: Yeah.

MALE SPEAKER: One of these that we were contacted by today is somebody that lives (unintelligible).

MS. COLTHRAN: Uh-huh. Over on Gum Street -- Gum Street.

MALE SPEAKER: No.

MS. COLTHRAN: Oh, the --

MALE SPEAKER: This was somebody who lives on Magnolia Street.

MS. COLTHRAN: Oh, all right.

FEMALE SPEAKER: (unintelligible) off Richardson, in there?

MALE SPEAKER: There is.

FEMALE SPEAKER: I have a question.

MS. COLTHRAN: There are a couple of them.

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FEMALE SPEAKER: And this is just -- this --

MALE SPEAKER: And (unintelligible) contact. We'd love to see it moved.

(Unintelligible simultaneous speaking)

MALE SPEAKER: It's not a very big lot --

(Unintelligible simultaneous speaking)

MALE SPEAKER: -- down Richardson, move (unintelligible due to simultaneous speaking). I just discovered that Friday, so I am (unintelligible). That would make sense if someone was wanting a house on (unintelligible).

MALE SPEAKER: Oh, yeah. Yeah. We -- there (unintelligible). So it's only half a block away. That would be the one between Pine and Laurel that we -- that was a cinderblock house there the next block down after this project (unintelligible) fallen into neglect.

ARTHUR APPLEGATE: We'll certainly contact the owner of the property.

MALE SPEAKER: (unintelligible). Yeah, I had forgotten about that.

MS. COLTHRAN: (unintelligible).

MALE SPEAKER: Yeah.

MS. HUGGINS: I don't have any other

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questions.
CHAIRMAN DIXON: Do I have a motion one way or the other?
MS. BURTON: Well, I'd make a motion that accept -- or that these buildings have permission to be demolished with the proviso that that does not start until there is final approval, and that there's ongoing opportunities for anybody who wishes to relocate the buildings have that, and that when they are demolished that there's opportunities for salvage to the maximum potential of each home.
CHAIRMAN DIXON: Second? David? Okay. All in favor. David, you all right?
DR. PRICE: Yeah.
FEMALE SPEAKER: Who second? I didn't hear.
CHAIRMAN DIXON: David.
FEMALE SPEAKER: David.
DR. PRICE: Yeah.
CHAIRMAN DIXON: Beth?
MS. HUGGINS: I'm in favor. Yes.
CHAIRMAN DIXON: (unintelligible)?
MALE SPEAKER: Could you speak a little louder on that motion, please?
FEMALE SPEAKER: We can't hear you back

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here.
FEMALE SPEAKER: We can't hear --
MALE SPEAKER: On your motion we didn't hear --
MS. BURTON: I made a motion that the buildings have that opportunity to be demolished, that demolition does not start until final approval has been granted by this board, and that in the meantime anybody who wishes to pursue relocating these buildings has that time to do that, and if at the point where we have final approval the buildings aren't relocated that the buildings -- the materials are offered for salvage to the maximum potential available for salvage.
MALE SPEAKER: Thank you.
MALE SPEAKER: Would it be possible for the town and the developer to help financially in moving one of the houses?
CHAIRMAN DIXON: I think that would just be an independent negotiation between the individual and the town.
FEMALE SPEAKER: Yeah. We certainly can't speak to that.
CHAIRMAN DIXON: No. Okay.
MALE SPEAKER: We can't enforce that, but --

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MALE SPEAKER: (unintelligible).
MALE SPEAKER: -- we can suggest that the parties take a look at every option.
CHAIRMAN DIXON: Yeah. That's -- we obviously can't tell the town to do this or do that. All right. Well, thank you very much. Thanks.
ARTHUR APPLEGATE: Thank you very much.
FEMALE SPEAKER: Thank you.
MALE SPEAKER: Thank you.
(WHEREIN, the file was concluded.)

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CERTIFICATE OF NOTARY PUBLIC
STATE OF MISSOURI

I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

Sherri L. Jolley

BOARD OF ARCHITECTURAL REVIEW MINUTES

MONDAY, APRIL 6, 2015

TOWN HALL ANNEX -- COUNCIL CHAMBERS

IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE

MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:	STAFF PRESENT:
Phil Dixon, Chairman	Madelyn Robinson, Planning Dept.
Jeff Bowers	Rich Palmer, Building Dept.
Rachel Burton	Lucy Dreyer, Board Secretary
Cecile Colthran	
Beth Huggins	
John Kwist	
David Price	

COPY

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AUDIO RECORDING WAS TRANSCRIBED BY:

Sherri L. Jolley

Midwest Litigation Services

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St. Louis, Missouri 63101

(314) 644-2191

T R A N S C R I P T I O N

CHAIRMAN DIXON: Ladies and gentlemen, it's six o'clock, which is the time that's scheduled for the BAR meeting. Welcome you all being here. I'm glad we had some extra chairs. They're part occupied so far. But the first order of business is approval of the minutes of our last meeting. The Board -- they were provided to you (unintelligible).

DR. PRICE: I move that we accept those minutes.

MR. BOWERS: Second.

CHAIRMAN DIXON: Second. All in favor.

(Group indicates aye)

CHAIRMAN DIXON: Okay. Very good. Our standard procedure is to take the applicants in the order that they have submitted their applications. This evening we have two that are prior submittals that are coming back for additional approvals. And the first one is kicking off a project at 208 South Cedar and 213 Second South and various other addresses, the (unintelligible) hotel and the (unintelligible).

FEMALE SPEAKER: Mr. Chairman and board members, what you have before you (unintelligible) restaurant. (unintelligible) here at the corner of West Richardson and Cedar Street. (unintelligible) and they

did (unintelligible) package that you received. And they, by unanimous vote, submitted it to BAR for final approval. So they're very happy with it. And we're now turning it over to the BAR for your final comments. And the developer and architect are here tonight to answer any questions you may have.

ARTHUR APPLEGATE: I was just going to say that we have attempted to address and refine the project a great deal over the last two months. And I'm going to really turn the program over tonight (unintelligible) architect to address any certain detail questions that you may have.

And in the final analysis, to the extent that there is a disagreement about a material or a color that you would like us to work on, we would ask that we would be granted conditional final BAR approval pending resolution of a particular (unintelligible). Some samples that we had were the best samples that we could get, but were not 100 percent representative of the actual color or the actual texture.

It may be that Hardie plank, for example, the cement board shows some texture where (unintelligible) smooth, and one of the colors appears as sort of a darker green and on the rendering you'll see that it's gray. But that was just -- that was the closest

sample we could get. You actually paint -- you can paint that material to match -- to have an exact match. But as I say, (unintelligible) architect address all of those issues.

In the project now, there are two brick colors, and it creates kind of a repeating -- working from the Cedar Street side where the restaurant is, you'll see that the brick is a lighter color. The rendering is not exactly the tone of the bricks, but it represents sort of the contrast that exists. We have the actual samples of the two bricks that we're proposing.

We can look at the cornice on the top of the red brick area. It's a little slightly different than the cornice over the restaurant section, but it repeats so we have the lighter color brick, the redder brick, and the lighter brick as we move -- go down to Richardson. And you'll see the center two sections -- the residential portion now are the same color as the brick that's above the hotel, and the base on either side is the lighter color brick.

One of the areas that y'all asked us to address in greater detail was the actual entrance to the residential area and to make that lighter, and we have made significant changes to that area. But other than that, it represents really a refinement of what you saw

before in terms of the collection of materials.

So with that having been said, I would turn it over to Hank D'Antonio and his team to address the architectural issues that they're far more capable of doing than I am, so -- anyway. And any questions you have please free to ask them.

MR. D'ANTONIO: Yeah. I guess I can -- I'm not sure what you folks would like me to do, but you -- we have all the materials, pretty much, here, and colors. And as Arthur mentioned, the part that shows up as the red brick more is this brick here that's by Merle Bricks (ph). It's called New Orleans. And it would be in these color ranges.

The other one is also by Merle and it's a vintage khaki, but the texture would be more like this. We just didn't have a sample that -- in other words, it would be this kind of texture more so than this (unintelligible), you know, model texture, but the same color. So that's the only difference in the brick.

And what we tried to do -- this brick very much matches some of the colors that you have in town, like the Hutchison Square, some of those buildings that are kind of that red and brown brick -- very close to this color brick. We took a bunch of samples out there and used that kind of as a model to figure out, you know, how

our colors might fit in. And then the contrasting colors so we could (unintelligible) the offsets of the building and adding some variety in the building.

I'm not sure if you folks realize it, but the section that is from the -- from the restaurant area to the actual front of the building at the center of the building where the entrance to the hotel is is really only about 150 feet. I think it's deceiving because people think it's three or four hundred feet long. It really isn't.

So, you know, you would have --

ARTHUR APPLEGATE: (unintelligible).

(Unintelligible simultaneous speaking)

MALE SPEAKER: The Central -- the Cedar Street elevation. Yeah.

MR. D'ANTONIO: Yeah, the Cedar Street elevation.

MALE SPEAKER: Yeah.

MR. D'ANTONIO: That's correct. And then we do -- and likewise, going down Richardson, the hotel portion with the retail is a little less than 130. I think it's -- 150. It's like -- more like 130, 135 feet. Then we have the break where we've made a more transparent entrance. That was one of the suggestions made to (unintelligible) more glass. What you see in this

elevation is a portion of that because, you know, this is back -- it's hidden back. So if you looked at the actual elevation you could see the recess there, that area that is glass.

If you had any specific questions about site, Josh Lilly is here from Stantec and can talk and address those things if you had any questions.

As far as the materials, other than the brick, the Hardie siding that you see, as we mentioned, these are the smooth textures, so they're not going to have this -- you know, that kind of fake wood look. It will be a flat kind of textured board.

And the top cornice piece, you -- in Hutchison Square those pieces are metal along top there. They were pressed back in the day. They made them out of pressed tin and things like this. Today, in more modern standards, we can use an extruded aluminum product.

Now, this doesn't represent necessarily the shape or the size, because these things would be substantial. If you look at the scale of what those cornice elements would be, they're a pretty good size. But the materials like this -- and we've used this before. We recently used this on a project at Charleston Southern University, the Woodfield Christian Leadership Center

there in the middle of campus, very successfully. It's very handsome, good quality material, and it's lightweight too. So, you know, as opposed to using like a stone or something like that, this really is a nice material and it holds its color and its -- and it looks appropriate.

The other thing we did is we changed the windows around some of the elements at the -- on the ground floor at the first floor at the restaurant. We do have aluminum windows, but surrounding those aluminum window elements are actual wood-stained pieces of wood that create kind of the larger divide.

So if you look at, again, some of your commercial buildings in town, you would see that kind of detail of a heavier wood-surround trim. So we tried to replicate that, which brought this back a little more towards a traditional look than the previous design.

We've also expanded the heights of some of the entry canopy pieces that are the metal elements that go into the -- at the main entrance, for instance of the -- of the hotel -- this piece -- element here, which is also our signage band. And at the -- also at the entrance to the restaurant, and likewise to the entrance on the other side that is near the retail area down the West Richardson side.

So back to this element here. And, likewise, we have an entrance then to the residential that has repeating elements as such. We've also brought down -- before the one concern was the top and how tall that was. We actually reduced that height by maybe a foot and a half or so, maybe two feet, and we put a -- a kind of more detailed cornice element on the top of that element as well to give it a little more character and -- but to keep it fairly neutral so it's -- you know, the color of it being lighter helping reduce its scale.

I don't know if there's other questions you folks might have.

ARTHUR APPLEGATE: One thing I forgot to mention that's very significant in terms of what we've done from before, we've been able to work out an arrangement to buy, as you know, the Gaither property. And what that's allowed us to do is to create a park behind the conference center. Underneath the park will be our detention vault for the storm water. But we turned it into an amenity.

And we went to the additional expense to really create it as a park as opposed to an open basin. We were hearing from a lot of people that they preferred it to be like a park-like setting, so that if somebody is in the conference center they could either access the

park from two different points and have outdoor -- another outdoor venue. So I just mention that as a fairly significant change in that regard.

MR. D'ANTONIO: And that also provides them somewhat of a view or amenity from the residential that are on that side of the building. (unintelligible) wraps around the park.

The other thing is we detailed more of the railings and the -- on the balconies, we've also (unintelligible). The materials around windows would be a cast stone piece at the top with some detail -- edge to the top of the windows on the hotel and around -- as you go around the brick elements of the hotel, retail, and restaurant. And then the actual sills are a -- are brick. And they -- kind of a bonded brick piece at the bottom -- at the base.

MALE SPEAKER: (unintelligible)?

MR. D'ANTONIO: Yeah, it wouldn't be as deep. It would be (unintelligible) which is, you know, like, four inches deep. That would be typical --

MALE SPEAKER: (unintelligible).

MR. D'ANTONIO: Yeah. And then, you know, when we create a sill sloped away. But you would see a reveal at the -- I mean, you would see an offset at the bottom, so it would create a little bit of a shadow

line. Excuse me.

MS. BURTON: I don't see where (unintelligible).

MALE SPEAKER: (unintelligible).

MS. BURTON: (unintelligible), and I don't see where this is. (unintelligible).

MALE SPEAKER: The vinyl window (unintelligible).

MALE SPEAKER: (unintelligible).

MALE SPEAKER: I hate vinyl windows.

MALE SPEAKER: (unintelligible).

ARTHUR APPLEGATE: That's a window itself, and then the panel (unintelligible). And then --

MS. BURTON: (unintelligible).

ARTHUR APPLEGATE: Yeah. So that would be (unintelligible).

MS. BURTON: And then where is -- what is 14? Oh, that's 14. What is 7? (unintelligible).

MR. D'ANTONIO: Let's look at -- do we have the -- you might have to look at the elevations. The other (unintelligible) of the side -- she wanted to know (unintelligible) --

ARTHUR APPLEGATE: It would be in the elevations (unintelligible) perspective.

MR. D'ANTONIO: Yeah. The perspectives don't show all the -- every single (unintelligible).

MS. BURTON: (unintelligible).

MALE SPEAKER: (unintelligible).

ARTHUR APPLEGATE: The final two sides -- it's on the side towards the park, and it's on the side towards Pine. The whole trim and everything is detailed the same on the residential. It's all the off-white, (unintelligible) white trim and columns and surrounds running through those and so on, so --

MS. COLTHRAN: You don't have an example of the railing for us.

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: We do have that.

ARTHUR APPLEGATE: Why don't you show it to them?

MR. D'ANTONIO: We have the color. The actual profile we have is -- it's probably in this package.

MALE SPEAKER: Is it going to be bow front?

(Unintelligible simultaneous speaking)

MALE SPEAKER: (unintelligible) white-colored. (unintelligible).

(Unintelligible side conversation)

MR. D'ANTONIO: Do we have the profile stuff (unintelligible)?

MALE SPEAKER: (unintelligible).

MR. KWIST: Hank, I have some kind of large-scale questions before we get mired down in the minute details. Do you mind if I ask those now, or would you rather me wait until you finish your presentation?

MR. D'ANTONIO: Well, I'm just trying to respond, so however you guys --

MR. KWIST: I understand. I just don't want to get lost in all the minutiae, but can I ask some pertinent questions?

Back our very first meeting, October the 6th, 2014, Dr. Price wisely asked -- and I'll quote; this is directly from the minutes -- that a scale model showing the entire block would be required and did not feel any decision could be made without this model of the entire block. Is that going to be accessible to us or --

MR. D'ANTONIO: I think after that was -- that statement was made, there was also discussion about the amount of renderings that were being done and the 3-D character of it. And my understanding was that a model then was not going to be necessary. So we did not produce a model.

MR. KWIST: Well, it doesn't show the rest of the block. I mean, it doesn't show the neighborhood and -- and I heard what you said about the hotel being 150 by 130, but --

MR. D'ANTONIO: Oh, we did a 3-D perspective. If you remember, we did an aerial perspective that showed it in three dimensions and where everything was. And, you know, I think we're past the height, scale, and mass issue now. We're down to the final documents here of showing what the building looks like and all the materials, and that's where our focus was today.

MR. KWIST: Well, don't get defensive. I'm only asking for what I thought we asked for from the very beginning.

MR. D'ANTONIO: No, I'm not --

MR. KWIST: And I don't remember -- I don't remember that you said that the drawings would take precedence over a model. I just don't remember that. Does anybody else on the board remember that?

MALE SPEAKER: No.

MR. KWIST: So that's my first question. And we can leave it for the moment. I have some more questions, though.

The separation between the buildings,

which I had hoped would happen. There was a compromise reached and, again, Dr. Price asked for a glass curtain wall between the hotel and the residences, and this is not a glass curtain wall. This is merely some additional windows. So I point that out as something that I expected that I didn't see on these -- in these revisions.

Thirdly --

ARTHUR APPLEGATE: Can I respond to that?

MR. KWIST: Sure. Go ahead.

MR. D'ANTONIO: Yeah. We looked at that issue and we just felt because of the nature of this being a residential -- you know, kind of the entrance to the residential component, we didn't feel like a glass curtain wall in itself was the answer.

And we studied different approaches to this issue and decided that the way this looks now, with multiple windows and giving you as much window area without it actually being a curtain wall which, to us, looks much more commercial in nature, is what we felt was appropriate for this entrance.

So the idea was -- you know, I don't think the idea was necessarily, in our interpretation, that it had to be a glass curtain wall as much as -- our understanding was it needed to be more open and, you know,

have more transparency --

MR. KWIST: Okay. Well, can I respond to that?

MR. D'ANTONIO: -- and distinct. And that's what we've done.

MR. KWIST: Can I respond to that? I -- well, don't throw your hands up. This is a --

MR. D'ANTONIO: This is a conversation.

MR. KWIST: -- this is a business conversation, I hope.

The intention of the glass curtain wall was to create the illusion of separation between the buildings, and we haven't accomplished that with this change, in my opinion. I'm ready to leave that now, but that's just my comment.

DR. PRICE: Okay. Well, since my name was brought into this, I had thrown that out as a suggestion when we were talking about how to define that separation. And for me, this would satisfy that.

MR. KWIST: Well, it doesn't satisfy me, because there's no -- there's no resemblance of separation between the buildings and that's what I -- that's what I had hoped we would get. So can I go to my next question?

Water management from the residential

side, you show these various pitched roofs shedding water to the exterior, and I see -- I think in the drawings I see some gutters but no downspouts. Where are the downspouts?

ARTHUR APPLEGATE: They're going to be on the building and tied to underground drainage.

MR. KWIST: Well, they don't show all the buildings. And where are they going to be on the buildings?

ARTHUR APPLEGATE: Well, wherever they need to be to make them work.

MR. KWIST: Well --

ARTHUR APPLEGATE: I mean, that is something that was planned and will be planned and will tie into an underground drainage system. It's not going to dump down, you know, from three stories down without any water management, so --

MR. KWIST: Right.

ARTHUR APPLEGATE: -- that will be something that --

MR. KWIST: The reason for that question is I think the exposed downspouts are going to -- if they are exposed, it's going to change the way this looks. And to have a series of them with different roof pitches and areas that are in and out, you're going to have a lot of

them. And I think it's an important element, and I think it should be shown. So I'm ready to leave that and go on to my next question.

Hardie plank, we have -- in the historic district, we have tried to discourage Hardie plank from large buildings. We have approved it for smaller houses. But I think on a large commercial-type building like this it's -- we should insist on three-quarter-inch wood siding.

ARTHUR APPLEGATE: Well, we think it's a long-term maintenance issue.

MR. KWIST: It's going to look awfully flat and bland, and it's not going to show any character whatsoever.

MS. BURTON: Are you using Hardie or (unintelligible)?

ARTHUR APPLEGATE: We're using Hardie.

MR. D'ANTONIO: Well, it's fiber cement. We haven't selected Hardie necessarily.

MS. BURTON: (unintelligible). I was just asking if it's the regular Hardie or --

MR. D'ANTONIO: It's the regular Hardie.

MR. KWIST: And we also discourage the use of vinyl windows in the historic district, so I'd like

to see some alternative to that. Those are all my questions.

MR. D'ANTONIO: Anybody else?

MS. HUGGINS: Are we doing comments or questions?

MS. DREYER: It sounds like we're doing questions, comments, whatever.

MS. COLTHRAN: It's a free-for-all.

I have -- I have something. This is just a personal preference with me. I love what you've done about showing us different sections and it's just so much improved, and really appreciate that. I do not particularly care for -- or I should say maybe I'm not a fan of the vertical separation between brick and Hardie plank.

I would prefer that it be vertical, that -- Hardie plank, for instance, here or wherever, whatever is suitable, that one or the other go to the ground, giving separation to each of these (unintelligible) roof lines and everything. The reason I don't like it is because all of the new condominiums have it.

(Laughter)

MR. KWIST: Because of what?

MS. BURTON: (unintelligible) architectural solution.

MS. COLTHRAN: Well, not necessarily for a whole floor. Usually, perhaps, for -- maybe eight or ten feet of where a house is up off the ground or something like that, but not -- this --

MR. D'ANTONIO: Well, we could use it more like a water (unintelligible). The ground does drop off from the -- if you're -- it's high on the corner, and as you go out West Richardson it -- the ground drops off. So there is a differential of, I don't know, four -- maybe four to five feet total. I mean, you could use it as a -- sort of a water table base of brick and use the siding. We do have the brick in the center sections that go all the way up and --

MS. COLTHRAN: Now, I like that.

MR. D'ANTONIO: And, you know, that certainly can be done. We thought it would give, down at the street level where you're walking, a little bit more texture, and that's why we kind of created the base of that brick, but it could be modified.

MS. COLTHRAN: Well, it bothers me more on the other sides where there's (unintelligible) but you've done such an excellent job (unintelligible) the building (unintelligible). If possible -- and my colleagues may not agree with me -- but I'd rather not see this look as we have on the north elevation. And,

of course, that's (unintelligible) going towards the houses. And so it's not (unintelligible) street, but even so -- you know what? We never know what's going to happen down the road, do we?

MR. D'ANTONIO: That's true.

MS. COLTHRAN: And, you know, another (unintelligible) totally visible at that point. So --

MR. D'ANTONIO: Well, the brick -- I think the other thing, too, we tried to do is somewhat of a -- it helps with the scale -- scale reducer by having the band.

MS. COLTHRAN: Yes.

MR. D'ANTONIO: But we understand your comment and that's certainly something we can look at.

MALE SPEAKER: (unintelligible).

MS. COLTHRAN: I'd like to see less of this horizontal line.

FEMALE SPEAKER: (unintelligible).

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: She would rather see the siding go (unintelligible). In other words, (unintelligible).

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: If you look at this elevation, basically, you know, we had brick

(unintelligible).

(Unintelligible simultaneous speaking and side conversations)

MR. D'ANTONIO: If I can paraphrase, I think what she's saying is that she would prefer all this being siding, you know, and have more of a rhythm -- a vertical rhythm (unintelligible) creating a horizontal rhythm.

(Unintelligible simultaneous speaking)

MS. COLTHRAN: And you have done that well. It's very nice. And I will go ahead and mention the railing. I'm also not crazy about the (unintelligible) does not like the one with curlicues. Actually, I liked the one that was somewhere in between those two. This is a little fussy -- but --

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: These --

MS. COLTHRAN: Here. Yes. Yeah, I'll show it --

MR. D'ANTONIO: This is a little bigger --

MS. COLTHRAN: It does look like (unintelligible).

MR. D'ANTONIO: This is a little bigger.

It's to give it a little bit of detail, to have a double top line. And this is bowed a little bit. And then there's brackets underneath that hold up this (unintelligible) balcony (unintelligible).

MS. COLTHRAN: (unintelligible) more detail.

MS. BURTON: So is this different than these?

MR. D'ANTONIO: It's slightly different. Yeah. These are just more of a residential, simpler, straighter -- on the hotel. And on the, you know, commercial part, it's got more detail and it's also -- these generally fall between columns and edges of returns on buildings.

MS. HUGGINS: (unintelligible)?

MR. D'ANTONIO: Yeah. I mean, and this kind of has a return, obviously, as it comes around and attaches back at the building line. So it's got a little bit more detail than these simple ones that are basically connected to columns and to the side of the building.

ARTHUR APPLEGATE: I don't know if that helps explain it.

MS. COLTHRAN: Well, Charleston (unintelligible) --

MALE SPEAKER: New Orleans

(unintelligible) French Quarter.

MS. COLTHRAN: Have we moved on to the event center? I like to call it an event center because we need a place in town for weddings. And for that reason, I'd like to see it look a little softer. And I haven't said anything prior to this because you had so many things we've been discussing. And I don't know exactly what you could do about that. Perhaps something on the front here to, you know --

MR. D'ANTONIO: Right.

MS. COLTHRAN: -- to make it look --

ARTHUR APPLEGATE: What you're looking at is over on the side street, the main entrance is the other end of the building. And --

MS. COLTHRAN: Well, now --

ARTHUR APPLEGATE: -- this --

MS. COLTHRAN: Doesn't this go into the same (unintelligible)?

MR. D'ANTONIO: Yeah. This is -- yeah. This is kind of a gallery space --

MS. COLTHRAN: Yeah.

MR. D'ANTONIO: -- facing south, so get a lot of natural light in there. And that's kind of the foreground for people going into the individual conference spaces.

So what we've done is we used kind of a two-brick approach with the darker brick on the outside and then the lighter panels. This is recessed, and these create kind of like a pilaster colonnaded kind of feel to them. And they actually would be somewhat reflective also on the inside in that sort of gallery space. And then we've got an entrance -- kind of a secondary entrance on the street side. And the main entrance is down on the other end.

So it has a -- you can probably see that in the elevations better because we don't have a perspective from that side. But it -- but it has kind of an -- a trellis element and an overhang here as the main entrance, and that's near the drive.

MS. BURTON: (unintelligible).

MR. D'ANTONIO: Yeah, I think we changed that to the lighter color around that piece to correspond to these inset panel pieces. And, likewise, on the park side, on the back side, which is kind of (unintelligible) area where the service quarter is, we have -- in the stair area down on the side street, we have an opening in that stair as far as glass. But this is kind of the service side. So we envision this being more of a backdrop to the park, with planting along that edge (unintelligible).

MR. KWIST: What is that? Yeah, the --

that heavy piece, what is that?

MS. BURTON: That is the (unintelligible) windows.

MALE SPEAKER: Metal material.

MR. KWIST: Is that a precast?

MR. D'ANTONIO: Yes.

MS. COLTHRAN: Well, I see that you're saying this is the main entrance (unintelligible). If I were having a (unintelligible), I would want to decorate (unintelligible) and I'm sure a lot of people would like to walk --

MR. D'ANTONIO: Yeah, and there is a --

MS. COLTHRAN: -- (unintelligible).

MR. D'ANTONIO: -- there is a walkway also -- if they didn't come in this way, there is a walkway along the building, and planting along the building between the drive that drives along there. I think if you looked at the site plan --

MALE SPEAKER: Even if you look at the (unintelligible).

MR. D'ANTONIO: Yeah. Well, you can't --

ARTHUR APPLEGATE: Well, you can't see the cornice but --

MS. COLTHRAN: Well, I'll just say one

more thing, and this is my point. At the inception of this thing, it was to be an event and conference center, and now all we keep saying is conference, conference, conference. So I guess I just want it look less like a conference center and --

(Unintelligible simultaneous speaking)

MALE SPEAKER: What kind of alteration would you suggest making to make this -- that softer appearance that you're --

MS. COLTHRAN: If the -- if some more wood could be introduced on that end. I don't think there's much you can do on this end.

MR. D'ANTONIO: Yeah. Well, the -- there is wood -- there is like a -- both metal and wood trellis area --

MS. COLTHRAN: Yes.

MR. D'ANTONIO: -- that comes out over this area. And part of the reason there is we've got a screen wall there, because people are going to -- let's say they're coming from the hotel area, coming across this entrance. And this is kind of across from the entrance to the garage. We've screened that element so that it becomes less visible looking back towards the garage, but gives you an open feel to come into the corner where the entrance of the -- of the event center is.

And then the event center is set up to be divisible by four equal rooms that can be then opened up into one large room. And the support areas, pre-function space is when you come in the entrance and as you work your way back through the gallery space to allow the access into the -- that area, with the restrooms and kind of a warming kitchen -- receiving warming kitchen on the back side over here.

So, you know, the -- we haven't gotten to the level of the interior trim and how all that's going to work, and the colors and all that, but the idea is to make this fairly elegant, nice wood -- you know, nice trim materials. You'll have a higher -- much higher ceiling in here than anywhere else on the property as far as the space. And it should seat around 300 people is the idea, once it's all open, with tables and chairs.

MS. COLTHRAN: And this -- these will be openings --

MR. D'ANTONIO: Yeah. These are -- these are --

MS. COLTHRAN: -- (unintelligible)?

MR. D'ANTONIO: -- double sets of doors that open into each one of these things. So like you've seen in other places, this is a partition --

MS. COLTHRAN: Right.

MR. D'ANTONIO: -- that would come -- be extended and then be pulled back. That's why they have these pockets at the back.

DR. PRICE: What's the door material for the glass corridor? Is that a metal door or --

MR. D'ANTONIO: We actually have some -- in certain locations, we have plans for wood doors, like at the hotel entrance, at the restaurant entrance. We have a full (unintelligible) wood -- you know, a stained wood (unintelligible), you know, like, mahogany or --

DR. PRICE: I would think that that might be a very easy way to make that feel softer if a metal door -- industrial, metal-type door with a push bar, everything (unintelligible) nice mahogany type framed door that that would elevate that to --

MR. D'ANTONIO: And that --

DR. PRICE: -- move it above a conference center and more to an event center. Thanks, Cecile.

MS. COLTHRAN: Thank you.

MR. D'ANTONIO: And that's kind of what we're doing in the restaurant.

MS. COLTHRAN: Yes, and it looks good.

MS. BURTON: (unintelligible)?

MS. COLTHRAN: I think so.

(unintelligible).

CHAIRMAN DIXON: You got anything?

MS. BURTON: Yeah, (unintelligible). Well, I wanted to say, first of all, I really like the creation of the park as a park as opposed to just a basin where the water drainage can go. I really like that change.

John, I do understand that you had concerns about this little infill piece, but I really like that as a transition piece between the hotel and the residential piece. I think the scale is nice, and I like that it's all windows, and I like that it has its own little canopy and that it's set up. And I think it's actually a really appropriately scaled in size piece to go -- when you look on the elevations more than the perspective and you just see how big it is, I really do like that.

MR. KWIST: I would like it too if it weren't -- if the elevation on West Richardson were not 320 feet long.

MS. BURTON: Yeah.

MR. KWIST: I mean, if that building stood apart and that were the entrance, it would be perfectly appropriate, but there's no separation anywhere. And, you know --

MS. BURTON: I understand your concern about the length, and I guess I --

MR. KWIST: And that's why we need to see that model. I don't think anybody really understands how big that thing is without seeing it in a model form. You could not get away in downtown Charleston presenting this without a model. You could not get away with -- in Charleston with putting vinyl siding -- excuse me -- Hardie plank siding or vinyl windows in. And I think those things -- I don't think we ought to back down from that here in Summerville just because we're not in downtown Charleston.

MS. BURTON: Let me go on to a couple specific comments. One is that -- I'm going to talk first about color, and then I'm going to come back to the design ideas that you've shown. I find it really difficult to look at part cedar buildings because they are -- like, we really have three -- in fact, four distinct kinds of buildings. One is the hotel, one is the residential component, but its front is so different from the side, and then there's the conference area. And so although you've given us all these colors, we're not actually grouping the materials and the colors per building.

And so I'm struggling to understand, do I take the gray from here and the gray over there and they

actually sit side-by-side and -- excuse me -- how does that look? So I find that confusing to me to understand what pieces go with which. In general, I like your color palette, probably with the sole exception of this.

And some -- when I look at the back elevation where you're showing this, I feel like it's probably the weakest part of your whole design because I truly like almost everything else that you've done. You've shown -- I really love the (unintelligible). But that back elevation and then adding this color to it to me is the weakest.

And so although Cecile really does not like the brick base as it goes along Richardson and turns the corner, I do like that. I think you've used it exceptionally well to break up the mass and define the pieces. And I -- I guess I just have a -- you know, an image of how that will look, and I think that it's strong and I like how you've used the two colors of brick. But I do agree with Cecile that when it turns the corner that the interest and the complexity is actually diminished, and then it's -- you know, then when we flip to this green, I really, really don't like that.

And then my other part is I don't even then get a very good sense of it because you're talking about white, which I do like that idea that the porches

are white and then there's white in there, but the renderings are so difficult to read it looks like they're dark.

ARTHUR APPLEGATE: Well, it's a matter of the scale, too. I guess what we should do is blow up these to a -- instead of having a smaller scale, have a larger --

MS. BURTON: (unintelligible) little pieces so that we can truly understand how do they all fit. And then there's -- it's hard to understand how your color reinforces (unintelligible). So it's not working. The drawings aren't helping (unintelligible) understand what you're doing.

But as far as how this elevation works, it does feel just a little clunky and (unintelligible). You know, like, this is really gorgeous. I think you've done a really good job.

And I understand that -- you know, that the street side perhaps needs a higher level (unintelligible) detail than the sides do, but perhaps think about it as maybe the corner -- you know, like, it goes around the corner and then you move into something different, instead of trying -- you turn the corner (unintelligible) something else. So I'm not quite sure how that (unintelligible).

MR. D'ANTONIO: Yeah. And it's the rhythm of this -- I will say that it's -- the pieces -- because the condos, the mix and everything is --

MS. BURTON: Yeah.

MR. D'ANTONIO: -- has been established and it's -- they're stacked one above the other, so -- but as you go, those are the same basic elements like you have --

MS. BURTON: Yeah. Yeah. Yeah.

MR. D'ANTONIO: -- on the elevation that's on West Richardson. It's just that --

MS. BURTON: And I guess --

MR. D'ANTONIO: -- a composition of how the materials (unintelligible).

MS. BURTON: I guess it's just having the brick go all the way up just changes it a lot. And then it's just -- for me, reinforces (unintelligible due to side conversations).

MR. D'ANTONIO: Well, I mean, the other thing you could do is we could go to a different color or go to all-white color if the siding (unintelligible).

MS. BURTON: Perhaps. Perhaps. I mean, I think we can look at that. And then I actually do want to reinforce what you've said about gutters. What I don't really have a fair idea about is what color

would the -- you know, the gutters be and what color would the downspouts be, and how do they go over cornices and what -- how are they different on the brick than the other materials and all that? So I think it would be a really useful thing for us to know how that all works, because it will (unintelligible) how the buildings look.

And then, lastly, about the conference/event center, it's -- the design piece I've always loved. I thought it's a beautiful little building. However, I don't understand what all the pieces are. So, for example, we're showing graphics and I don't know what those graphics (unintelligible). I don't really know what these doors are.

ARTHUR APPLEGATE: They're -- these are aluminum -- this system is basically a commercial (unintelligible). So these are fixed windows.

MS. BURTON: Yeah. Yeah.

ARTHUR APPLEGATE: And these are -- and the doors are, you know, part of that system. Excuse me.

MS. BURTON: You know what? I really could -- like, I could imagine -- well, first of all, I really like how you used (unintelligible) colors. And I think that is (unintelligible) really great way to tie in (unintelligible).

ARTHUR APPLEGATE: (unintelligible)?

MS. BURTON: Yeah. I love that. And I do love how the building looks itself. I think it's -- I think it is really nice. But, you know, I have two daughters who are getting married this year, so weddings are on my mind, too. And I could imagine that we could rent that (unintelligible) back further, and then our guests would be coming out on that little (unintelligible) and they would be (unintelligible), would be taking photos.

And perhaps it does need to just have -- like, in the same way that you've been so, like, really inventive in figuring out how to capture a residential feel here, perhaps there is a way to just incorporate what you're talking about, like the warmth and the friendliness, into the conference area so that it is --

ARTHUR APPLEGATE: (unintelligible)?

MS. BURTON: Yeah.

(Unintelligible simultaneous speaking)

MS. BURTON: And I understand you've got (unintelligible) materials or colors or whatever, but I do think that it could be strengthened by, you know, doing -- incorporating perhaps some of those concerns (unintelligible).

Yeah, so that's it.

ARTHUR APPLEGATE: Okay. Thank you.

MR. KWIST: (unintelligible). On a building like this in Charleston they would not allow Hardie plank; is that correct?

CHAIRMAN DIXON: Right.

MR. KWIST: What do they use? Do they use --

CHAIRMAN DIXON: Which --

MR. KWIST: You have --

MS. BURTON: Actually, that is --

MR. KWIST: -- clapboard or --

MS. BURTON: -- a (unintelligible) that I wanted to make. I mean, I think that we could look at Hardie plank, but I think that we might want to look at the Hardie plank thickness so that we get shadow lines that are (unintelligible).

ARTHUR APPLEGATE: I would take issue with the fact that they don't allow Hardie plank down in Charleston. That's absolutely an incorrect statement.

MS. BURTON: No, they do. But they might ask for --

ARTHUR APPLEGATE: Yeah. No, I just wanted to clarify --

MS. BURTON: Yeah. Yeah.

ARTHUR APPLEGATE: -- that you can use cement board downtown. This notion that you can't is not

a correct statement.

(Unintelligible simultaneous speaking)

MALE SPEAKER: What I was getting at is I think as anybody that's been to any of these meetings, more than one or two, knows that I hate Hardie plank in historic buildings. And putting an addition on with it, building a new house in the historic district with it, I hate it. But for something like this, to me, it makes sense if we can get the material. I think it would be much (unintelligible).

MS. BURTON: If you could show us, like, the (unintelligible) product you want. Like, this is also the (unintelligible) smooth. So if you could show us, like, the real material, that would be really, really helpful.

MALE SPEAKER: The other comment that was made about vinyl windows, I would think that a metal-framed window would be nicer than --

MS. BURTON: Can we get white aluminum? What -- how is the vinyl selection (unintelligible)? Like, what was the --

MR. D'ANTONIO: Well, yeah. You know, we have the residential part which we thought we could use that (unintelligible) commercial (unintelligible), just the amount of use and operational (unintelligible)

we thought it would be more -- you know, it would get more use in terms of commercial operation (unintelligible) those windows (unintelligible) partial area. And we thought the vinyl would be fine, but --

And they have profiles that's much more advanced and nicer than what you would traditionally think, you know, vinyl traditionally was, which was, you know, admittedly not as well detailed and designed as the products that are available today. You know, everybody thought when you talk about a vinyl siding house or vinyl this, vinyl that, everybody had a -- kind of an impression of that being -- siding is different than what you can get today.

DR. PRICE: Many of the decisions we (unintelligible) care about materials and have the potential of being precedent'ing. And we would not want a precedent of vinyl windows on construction in a historic district. And we've allowed them when they already exist on a house that got built before the BAR had oversight, but (unintelligible).

MALE SPEAKER: When we're talking about vinyl, it's pure vinyl or vinyl clad? There's a lot of difference.

MALE SPEAKER: These were vinyl (unintelligible).

ARTHUR APPLEGATE: Let me just make -- if we were looking at getting the final approval that you'd feel very strongly about the vinyl windows, even though today they're very different as Hank would suggest -- the connotation is that they're an inferior product just because of negative association (unintelligible) whereas today they can, in fact, be very nice and you can't (unintelligible).

But having said that, if y'all are adamant on that point, I would concede and say that we will look into going to an aluminum window (unintelligible) window, if that's what you want.

MR. KWIST: Let me ask a question about the windows. Since this has come up with vinyl windows, I haven't seen any vinyl windows that have the simulated divided lights in them. And that makes a huge difference in the appearance in a large elevation.

Do you know what these windows are going to look like? Do they have simulated divided lights, or is it muntins between the glass? Simulated meaning you've got a -- you know --

MR. D'ANTONIO: Well, no, they're not individual window panes. (unintelligible) piece -- they have a -- you can get them with a spine in between the -- part of the reason -- going back, a little history.

The traditional windows being a single pane, you know, that was a different era, and the way those windows are made are different than they are today.

Today, we have -- because of the energy code, have to have an insulated window. So in order to get a window that simulates the look of a traditional window, they put a spine in between the glass and they applied a muntin or whatever to the surface of the glass as well.

MR. KWIST: On the exterior?

MR. D'ANTONIO: On the exterior.

MR. KWIST: That's all I asked. Yeah.

MR. D'ANTONIO: Yeah. You have --

MR. KWIST: And you can get that in vinyl?

MR. D'ANTONIO: You can -- you know -- those are special things you have to add to the package when you order the window. But yes, you --

MR. KWIST: I know with the aluminum clad you can get --

MR. D'ANTONIO: Yes.

MR. KWIST: -- because I have them.

MR. D'ANTONIO: Yeah.

MR. KWIST: But I didn't know that you could get them in vinyl.

MS. BURTON: I think (unintelligible) consider it if you could actually show us the product that you want to use and how -- you know, what it would really look like.

MS. COLTHRAN: And same with the siding, if we could see the board with --

MR. D'ANTONIO: Yeah. I think --

MS. COLTHRAN: -- (unintelligible) board with more than one --

MR. D'ANTONIO: We can get just a smooth texture, but it might be all that sort of grayish color you see. And if we had to have a contractor paint the color -- I mean, we have color samples here of the actual paint samples. So if we could -- what you have is something that looks like this, only without a texture, but then we would show the actual colors that -- that those boards will be painted.

MS. BURTON: If you could do that and do each building like independently so that we're not trying to take (unintelligible).

MR. KWIST: The thickness of the Hardie plank is a huge concern for me. And if you could get that in three-quarter-inch thick I'd be perfectly happy with it.

ARTHUR APPLEGATE: He's talking about

the Artisan series. It's thicker. Hardie is one of the companies that supplies that material, and that company makes a product that is thicker than their -- you know, the normal Hardie siding. I think it's about five-sixteenths or something like that dimension -- maybe seven-sixteenths.

MR. KWIST: Even three-eighths is not thick enough.

MR. D'ANTONIO: Yeah. But they do make a different -- that she mentioned that is a thicker product.

MALE SPEAKER: We had a presentation on one house that is using a different brand of these -- of the (unintelligible) that was three-quarter-inch. It was not Hardie plank, though.

MR. D'ANTONIO: Yeah, there's various brands out there that make this material. And even traditional siding isn't necessarily -- you know, some of those boards are tapered. They might start out at three-quarter-inch, but they're not three-quarter-inch all the way through down to the taper.

MR. KWIST: Yeah, they are.

MR. D'ANTONIO: So you can taper up and they're thicker in the bottom than they are in the top. That's how they lap.

MR. KWIST: A one-by-eight is three-quarter-inch all the way. A one-by-ten is.

MR. D'ANTONIO: But they don't use one-by-eights and one-by-tens. They use siding which is double --

(Unintelligible simultaneous speaking)

MR. KWIST: No, that's not true. I know what beveled siding is, but you can install one-by-eight siding on a structure, just like we used to do it for hundreds of years. That hasn't changed.

DR. PRICE: I think the issue that we're talking about is the shadow line. The shadow line has gotten by the thick end of that --

MR. D'ANTONIO: Right. Right.

DR. PRICE: -- tapered board --

MR. D'ANTONIO: Right.

DR. PRICE: -- so that's --

(Unintelligible simultaneous speaking)

MALE SPEAKER: I am happy with the division between the hotel and the residential (unintelligible). I think that is a good step up from where we were.

MS. COLTHRAN: I like it too.

MALE SPEAKER: And I have got to agree with John that I think it would be a lot easier to

(unintelligible) this whole thing if you'd have a 3-D model. And I don't find the 3-D renderings (unintelligible).

MS. BURTON: You know what? I actually think -- well, I guess for me the part that just gets confusing when we're at this stage is that we really are talking about multiple buildings. So I think that (unintelligible) and looked at almost like one building at a time (unintelligible) clear about what's happening here.

Can I ask a clarification? Like, what (unintelligible)?

MS. DREYER: Final approval is final approval. They could go to construction documents.

MS. BURTON: Okay. So can that still --

MS. DREYER: You can do a conceptual final, saying --

MS. BURTON: Can that have just limitations on color and some of the materials?

MS. DREYER: Uh-huh.

ARTHUR APPLEGATE: The conflict we're talking about not things that delay construction.

MS. DREYER: Right. And delay -- they don't delay proceeding with your construction documents or anything. They're just colors.

CHAIRMAN DIXON: Well, before we get to (unintelligible) let's see if we have anybody that has any comments who would like to say anything.

(Unintelligible simultaneous speaking)

CHAIRMAN DIXON: Yes, sir?

MS. DREYER: You need to sign in.

CHAIRMAN DIXON: Come up and sign in and --

MALE SPEAKER: I need to sign in?

CHAIRMAN DIXON: Yes, sir.

MALE SPEAKER: Okay.

MS. DREYER: And just remind them about (unintelligible).

ARTHUR APPLEGATE: I mentioned one thing that we can do is we can actually build a wall section so that, for example -- this is something we do in downtown Charleston or have done for the BAR, and that is we'll get conditional final approval pending a review by the board on an actual wall sample so you can see it and then look at it, and then you sign off on it.

And we've even done a situation where -- when did the (unintelligible) where we actually had the approval of the plan, but the final -- exact tone of the colors of the stucco that went on was not determined until we actually got there. They wanted to see it in the

sunlight, not just -- so we can do that, just --

MS. COLTHRAN: That would be great.

MALE SPEAKER: We've got that before because paint chips --

ARTHUR APPLEGATE: It's hard. Exactly. It's very hard.

MALE SPEAKER: We've had people go out and make a three-by-three foot section of the building.

ARTHUR APPLEGATE: Yeah.

MS. BURTON: So if you're doing that, are you able to also incorporate part of the window pieces?

ARTHUR APPLEGATE: Yeah. And that's what we do. We actually build -- in fact, when we did that, we kind of got double duty because we tested it (unintelligible). We actually brought a (unintelligible) truck out there (unintelligible) wall section just to see. So -- but yeah, we could -- you could actually build the window into that section of the wall. So to answer your question, yes.

CHAIRMAN DIXON: Go ahead, sir.

ADRIAN KWIST: Okay. Before the board makes a vote on this hotel here, I would like to ask the architect a question. Most hotels -- when guests check into a hotel, you are able to drive underneath the canopy

when you check in. And considering the weather -- we've had a lot of rain this year; we're going to continue to have rain -- I cannot imagine a guest checking into a hotel --

MALE SPEAKER: You're not supposed to be addressing the Board. (unintelligible) the architect.

MS. DREYER: Yes.

MALE SPEAKER: You're supposed to talk to us.

ADRIAN KWIST: Okay. All right. I cannot imagine guests trying to check into a hotel when it's pouring down rain and not having a canopy where you can drive underneath it to unload, to check in. So I think you need to be thinking about that, also. And that's what (unintelligible) concerns as well, but that's been talked about.

There again, I think it's important if you're going to run a hotel, people should not have to deal with pouring down rain, and this one don't have no canopy. Thank you.

CHAIRMAN DIXON: Thank you.

WILLIAM HARBESON: From what I understand, the entrance for the trucks will be coming in off of West Second South Street into the motel -- no, the entrance trucks, the trucks -- delivery trucks and

so forth is what they said it would be coming off of Central or Cedar, right there at the end of the (unintelligible). Okay. So they'll be coming in there.

CHAIRMAN DIXON: Here. This was (unintelligible).

WILLIAM HARBESON: Okay. I was told by a contractor that they were going to build where the canal is --

MALE SPEAKER: Can you speak up a little bit, please?

WILLIAM HARBESON: I was told by the contractor in front of my house doing all that work out there on West Second South Street that they're going to build a 40-foot-wide, 60-foot bridge across that canal. Now, I said, "Why?" And he said it's to accommodate trucks. Now, are we going to have trucks coming out from the conference center this way?

(unintelligible) come out on West Second South Street. Then you have to get back to -- are they going to get back to Central, or are they going to come on down West Second South Street, turn down Laurel, which would be coming in on the side of my house, or do you go down one more where it's a wider street and turn down? I'd like to know if I'm having -- going to have truck deliveries coming by my house.

MALE SPEAKER: It's a fair question. I don't know. I don't know. I don't have an answer.

WILLIAM HARBESON: Well, I don't have a lot of trucks coming by there now.

CHAIRMAN DIXON: Well, the original plan was there was no road --

WILLIAM HARBESON: But there is now.

CHAIRMAN DIXON: It's wide enough that they could turn around and go back out.

WILLIAM HARBESON: But there is now, though.

CHAIRMAN DIXON: Yes.

WILLIAM HARBESON: And you're going to have a conference center in here, which the original was different.

MS. COLTHRAN: I assumed they would go around the block on Pine. Why would they go all the way down --

WILLIAM HARBESON: It's a narrower street. It's a wider street down Laurel, and even a wider street over the next -- the next street over.

MS. BURTON: (unintelligible).

FEMALE SPEAKER: The streets are public streets. Anyone can use them. I mean, they're certainly wide enough to accommodate any type of vehicle.

That is a transportation issue and not really the purview of these buildings and the board (unintelligible). The second access was provided at the request of the public and of the Board. Cedar Avenue is a full access. People can go out and come in off of Second as well.

WILLIAM HARBESON: I'm going to love this. I'm also going to have on top -- is this building going to have the restaurant on top (unintelligible)?

MALE SPEAKER: (unintelligible).

WILLIAM HARBESON: (unintelligible). But are you going to have it soundproofed? Is it going to be soundproofed?

MALE SPEAKER: Huh-uh.

WILLIAM HARBESON: No?

MALE SPEAKER: No.

WILLIAM HARBESON: So I can sit out in my yard and listen to trucks come by or the music at -- playing out the night? And (unintelligible) has a right to let them play all night long?

CHAIRMAN DIXON: These are not items for the Board of Architectural Review to --

WILLIAM HARBESON: It is (unintelligible). You're designing something that's going to devaluate my property.

CHAIRMAN DIXON: I don't think so.

WILLIAM HARBESON: You don't think so?

CHAIRMAN DIXON: No.

WILLIAM HARBESON: You going to have 18-wheelers coming by? You want 18-wheelers? You want this built in front of you?

CHAIRMAN DIXON: That is a transportation issue that's taken up by the town engineer, and he'll take care of it, not the Board of Architectural Review.

WILLIAM HARBESON: But you're the Board of Architectural Review (unintelligible). And you've changed -- you changed -- you people changed the route. Instead of coming off of Central you bringing it out there. You going to change this road, and you going to send trucks down my road, in front of me.

Now, if I come back in front of you --

CHAIRMAN DIXON: We --

WILLIAM HARBESON: If I come back in front of you, you're going to allow this hotel to go in there, are you going to allow me to change where the five-story condos is at? Think about it, and I'm going to come back and I'm going to look at each one of you. And I'm not going to ask the town to finance me. I'll put the five-story condos up there if you let this go through like it's going. Send those trucks by my house.

CHAIRMAN DIXON: Thank you, sir.

WILLIAM HARBESON: And I'll invite any of you to come out there and sit (unintelligible) in the afternoon. I've had people to come. I have friends -- and see how nice it is and see what you people are going to help destroy.

TODD DAVENPORT: My question is, I know if you look at the (unintelligible) everyone sees the site drawing, but if you look at the site drawing, basically, the white at the bottom left corner is my property. And so my question would be, it looks like the driveway comes pretty close to my property line and there's not much buffer.

Will they be constructing some type of wrought iron fence or something to keep people, vehicles from coming over onto my property? Because you've now got me covered on two sides.

FEMALE SPEAKER: The only buffer required is a canopy tree every 30 linear feet.

TODD DAVENPORT: Is a what?

FEMALE SPEAKER: A canopy tree every so many feet.

ARTHUR APPLEGATE: There are threes --

FEMALE SPEAKER: The property is zoned B-3 and your property is also zoned B-3.

TODD DAVENPORT: Okay. So can I build up to the line also?

FEMALE SPEAKER: As long as you meet the setback, yes. You have a setback of five feet.

TODD DAVENPORT: And so my driveway can come -- is your driveway within five feet or two buildings within --

FEMALE SPEAKER: There's a five-foot border.

TODD DAVENPORT: Okay. But there will be no fence or anything else?

FEMALE SPEAKER: No, sir. The ordinance doesn't require it.

TODD DAVENPORT: Okay.

CHAIRMAN DIXON: Who's the next person?

MS. DREYER: That's it. Oh --

CHAIRMAN DIXON: A bunch of people have signed in.

MS. DREYER: Yeah. Christine Czarnik.

CHRISTINE CZARNIK: What I wanted to say is that I hope -- do you want me to come up?

CHAIRMAN DIXON: Yeah. Come on up here. I can't hear you back there.

CHRISTINE CZARNIK: Okay. I hope you all have been paying attention to the news to the buyer's

remorse that's now being experienced in Charleston and Mount Pleasant by actions of their Boards of Architectural Review. They're now working to try and undo mistakes and trying to find ways to undo bad architecture.

Summerville is at the crossroads right now. We're still relatively unspoiled. From what I've seen, I really think you cannot appreciate the scale of what we're seeing in relation to the surrounding neighborhood. This is so big and so modern and so boxy and so inappropriate.

There are houses that have been built within the past few years on Gum Street and Magnolia, and they blend in perfectly with 150-year-old historic homes, and that's because you held those projects to the appropriate standard. What I hope is that you'll hold this project to the same standard.

If you're going to allow generic, modern, suburban-looking buildings, then there really is no point in having the historic district Board of Architectural Review, because this board was created to protect and preserve the character of the historic district. And we're counting on you to protect our neighborhood. We need you to honor the mission under which this board was created, and you need to demand

better than this for us and for the generations that are going to follow us. Thank you.

(Applause)

CHAIRMAN DIXON: Who's the next one?

MS. DREYER: Joyce Delk. Oh, here she comes.

JOYCE DELK: I'd like to some clarification on the structure when you were talking about the separation between the hotel section and the rest. What kind of fire stoppage is that going to provide?

I think that is such a vital issue of having some kind of a safety net there if a fire was to start on the condominium side or on the hotel side. What kind of protection is that for fires? I'd like to feel like there is something pretty stable about that.

And I commend (unintelligible).

MALE SPEAKER: That's okay. I can answer part of your question. They're certainly capable of building firewalls between adjoining properties. It's done all the time -- two-hour, three-hour, four-hour rated walls.

And, to me, personally, as I've said more than once, it's not an issue of whether there's a firewall there or whether there isn't. It's an issue of whether

the whole mass of the lot should be broken up into two separate buildings. I still think that and will continue to think that.

JOYCE DELK: I do too. I really do.

MALE SPEAKER: But it's not -- but to answer your question, they can build a firewall to --

JOYCE DELK: Okay.

MALE SPEAKER: -- to provide the safety for both sides.

JOYCE DELK: I'm just thinking about those people who might be caught up in a building at a bad time.

MALE SPEAKER: Well, it's --

JOYCE DELK: I just think about our fellow human beings in that situation.

CHAIRMAN DIXON: This is a code requirement and the city will -- the town will be very careful in making sure that all code requirements are met (unintelligible).

JOYCE DELK: I just hope that the Board will do everything about that issue. That concerns me as a human being. It's humane.

MALE SPEAKER: Once again, that's -- the code people make that determination.

JOYCE DELK: Just looking out for our

fellow -- okay. I'd like a clarification on what's going to be on the roof, exactly. Is that a restaurant as well as a bar, or is it just a bar basically? I haven't felt like I'm clear about that.

MALE SPEAKER: I don't know.

JOYCE DELK: I don't like the whole perspective, and I think that is a noise hazard that needs to be addressed.

CHAIRMAN DIXON: Did they say it was (unintelligible) as a restaurant service up there? And I'll give this as a personal feeling, that if this is going to be a four- or five-star restaurant that's going to be up there, you're not going to have a lot of ruckus noise coming from it because it's going to be too expensive to -- for those people to go there. And there's other places nearby they can go and raise --

JOYCE DELK: I certainly hope and pray that is the case. When I think of all the churches in the very close proximity, the residents in the very close proximity, I think it would be a huge mistake for the BAR to approve anything that's going to be a noise hazard. That is part of your job. I consider that totally part of your job, to make sure that there's nothing that's going to produce a noise hazard.

CHAIRMAN DIXON: Thank you.

JOYCE DELK: I know that was just brought up, but I second the motion on that. I really am mad about that. We have good people in this town. They deserve the best. They do. And this town is precious, and it deserves the best. Thank you.

CHAIRMAN DIXON: Thank you. Fran.

(Applause)

FRAN HARBESON: You made the comment that --

(Unintelligible simultaneous speaking)

FRAN HARBESON: -- that the public roads could be used by the public, but we have a lot of roads that say no through trucks.

CHAIRMAN DIXON: Right.

FRAN HARBESON: And basically that's what we want on our street, because we don't need in a residential community to have 18-wheelers coming through or big delivery trucks. A lot of the problems that are -- that I've seen here could have been averted, I believe, by having a to-scale model.

When our church added a gymnasium and other parts -- educational part to the back of the church -- it's Summerville Presbyterian -- they had a scale model, because we were very concerned what would -- would it look like from the front with the gym in the back, what

you would see, how it would look.

The to-scale model made a great deal of difference. We were able to see that it was not going to be a problem. That is what we wanted you to do, to have a to-scale model because I think if you have a to-scale model, you would see that this is too much for the amount of property that is there. Thank you.

(Applause)

DIANE FRANKENBERGER: My name is Diane Frankenberger and I live in town, 310 Central, and I also have a business in town (unintelligible) hardware store 25 years ago.

I am for this project. I like all the changes that have been made, and I feel like all the people that voiced concerns all along, they needed to be voiced. And so what was something that when I first looked at it I thought -- I didn't think "yikes," but I thought it could've been improved. And so because of the concerns -- I'm sorry, I'm not supposed to talk to them. And so I think -- I beg your pardon.

And so I think because of the concerns good changes have been made. I know in my place of business I have 15 employees, and I try and get discernment from everybody. I don't have the answers. So all of us together hopefully come up with something

good. But as soon as something is done, you always see something else that could've changed it.

I have found in my 71 years that nothing looks perfect under a microscope, and you can nit-pick a whole lot of things and, pretty soon, there's nothing left. It just sort of destroys you.

When I first moved onto Central Avenue from Richardson Avenue the only thing that went by were horse trailers and racing cars, and now there are 18-wheelers and loud noise. And if people were on the street using the kind of language that comes out of the cars on your radios, I like to think they'd be arrested.

But, you know, the village is gone. The village left as soon as the first Walmart came. And it changed the whole way that America shopped and what they did. I remember the Summerville of the sixties -- the dirt roads, the way it looked and smelled, and it was love at first sight for me.

We're a military family. We moved all over. And you know, what's gone is gone. But instead there's something new here. And we're not Charleston. That's why I moved to Summerville. It was always a friendly town to the military, and you had to go to church and the football games.

But now things are different, and if

you've been to Florence or you've been to Lake City or you've been these other places -- Savannah, Washington D.C., Alexandria -- they're on a bigger scale, but hotels and boutique things that are different that are locally owned, that's where it is. That's survival of your small town.

And in order -- I mean, it's a struggle. 25 years, it's not easy to stay in business against Joann's and Walmart and all that. So you've got to do something different, and what we do is you can use our restrooms, customer service. Summerville is different. It's different. And you're not going to lose that as long as the people don't change. Your architecture can change.

My oldest son went to the naval academy and they built a new building there and I thought, "Yikes, what have they done?" But they used the same kind of stone. You just -- you can't build the Pine Forest Inn, and things just change.

You know, the store that I own, (unintelligible), I think is pretty ugly. I would love for it to be what it used to be, which was a -- well, it wasn't beautiful then, either, but it was a wooden building. And then they bricked it up, and then they stucco'd it up.

I think they've done a good job because of you all and the folks there -- their concerns. And I love the colors. I can hardly wait. I walk past there. I cut through that property every single day, walk across the lot and through the tree line. And I just -- I cannot wait.

And does it need to be tweaked a little bit more? Well, it sounds like it. But it's going to be good. People have commented that tourists don't come to this town. We have a map in our hallway. You would be surprised at the tourists that come to this town, and they all say the same thing: You don't have to die to go to heaven. It's here.

MALE SPEAKER: Right.

DIANE FRANKENBERGER: It's here. And they want to stay downtown, and they want to shop downtown. And they don't want Charleston. They came to Summerville because they wanted to be in Summerville. And I've probably talked too long. But I want to say that I'm for it. I think y'all are doing a great job.

think together we can come up with something so perfect. And it should be that way, that everybody stands back and says, "Wow." But you know what? Things change, people come on your street, people -- oops. I mean, everything has changed. I saw somebody

the other day with an earring that should not have had an earring on. It was not a woman. And I just thought, "What's the world coming to?" You know, I bought my cemetery plot and I'm good to go, and I just hope I live long enough to see this. So thank you all.

(Applause)

CHAIRMAN DIXON: Is that all?

MS. DREYER: Okay. That's it.

CHAIRMAN DIXON: That's all that signed up. Well, thank y'all for giving us your comments.

MALE SPEAKER: What are the -- if we go ahead with approval of this, what are the contingencies we talk about?

MS. DREYER: Well, it sounds like --

MALE SPEAKER: Provision of a wall segment.

MS. DREYER: A wall segment, and you want color boards by building.

MS. BURTON: I think we're still wanting to see the materials and the colors in a little bit more detail so that we can truly understand how they fit together and how they work together to create different pieces of this entire complex. And that there are some questions asked about -- you know, such as wanting more thought about some of the materials, specifically the

Hardie, specifically that there be some additional I'll call it warming of the conference center, the execution of the north elevation at the residential buildings.

MALE SPEAKER: Balcony railings.

MS. BURTON: Balcony rails.

MALE SPEAKER: Certainly, when we look at brick, we want to look not just at the brick, per se, but the brick with whatever color border is going to be chosen. (unintelligible).

MS. BURTON: And, lastly, just about gutters and downspouts.

MALE SPEAKER: Yes, downspouts.

MS. BURTON: Where are they and what are the colors?

MR. KWIST: There are really so many things that still have to be addressed, and I -- I don't think -- I don't think it's particularly fair to ask us to make a vote with so many unknowns. And I'm holding out for the scale model. I don't know about the rest of you, but I want to see that scale model. There are so many unanswered questions. We don't know what this --

DR. PRICE: I would be happy (unintelligible) scale model.

MR. KWIST: Well, why can -- you asked for it back in October of last year. I don't remember

ever waiving that request.

DR. PRICE: I don't either.

MS. COLTHRAN: Well, in defense of not having seen one yet, we still (unintelligible) asking for a lot of changes. I think we're close enough now that it would make sense.

MALE SPEAKER: Yeah.

MS. BURTON: But I guess (unintelligible), but I think the kinds of things that we're talking about is really just surface, texture, color as opposed to the intrinsic space and building parts. So allowing this group to have authorization to proceed so that they can start lining up some of their construction documents and work -- I think there's a huge amount that has to be done (unintelligible). It really is about the exterior materials and color. So I'm not convinced about that.

And I guess I -- my perspective about the model is that we used to use models because we couldn't get really good perspectives. They weren't, you know, always artisan fresh (unintelligible) accurate depictions of what a building could look like. And they couldn't show materials. They couldn't show colors. They couldn't show shadows. And so I quite appreciate the true street impression you get with this.

MALE SPEAKER: What you can't see there is what's across the street from them.

MS. BURTON: Yeah.

MR. KWIST: And you can't see anything outside of these elevations. And to kind of preserve the integrity of the neighborhood, we have to know how this is going to blend with the rest of the neighborhood. This is like putting the blinders on. And we've got some great pictures here that show beautiful renderings, but it doesn't say how it relates to the surrounding buildings.

MS. BURTON: I guess I had thought that we had asked for many very significant design improvements, and that -- and that we had got those. And so I was -- I thought we had voted that we were satisfied with the basic massing and --

MR. KWIST: If that was done I don't remember it, Rachel, with all due respect. I really don't. Excuse me, but --

MS. COLTHRAN: My first real job after being a camp counselor was as a draftsman, and I was told at the time that I was good at it and it was because I could see what I was doing in black and white on paper. And everybody can't see that.

And Rachel, you can because you're an architect, but I appreciate that some people would like

to see the scale model because they can't maybe see these drawings the same way that you and I do. (unintelligible due to side conversations of board members) involve for the architect.

MS. BURTON: Would it work for you, John -- I mean, you're worried about how it fits into the neighborhood. And you're right, they have turned the perspective so we're looking at the building. Would it suit you if the perspective was looking down the street so you could see it within a street context? Like, would that satisfy (unintelligible)?

MR. KWIST: On all four sides, yeah. You know, there's the Lutheran Church over here. There's the YMCA over here. There's the gift shops on the other side of Cedar Street. You don't see any of this in the context of the neighborhood. It's just a standalone project.

And these are great architects. They've done a good job, I think, on the hotel. Personally, I don't like the residential part too much, particularly the roof line. That's the primary complaint that I have there -- and the mass of those two things conjoined at the hip, if you will. They should've been separated from the get-go, but I didn't get that and I didn't get the (unintelligible) either.

MS. BURTON: Like, how did you feel when they showed us the elevations (unintelligible)?

MALE SPEAKER: (unintelligible).

MR. KWIST: How does the rest of the board feel about it? I'd just like a model that shows the -- this project in context with the surrounding neighborhood. Pictures, no, I don't (unintelligible).

MS. COLTHRAN: I think a good picture from street level showing the perspective down the street, to me, is -- it gives you more a feeling of reality than the helicopter view, looking down on -- which is what you do with a scale model. You're looking down on it.

MR. KWIST: Well --

(Unintelligible simultaneous speaking)

CHAIRMAN DIXON: (unintelligible) we have approved the building across the street that they haven't built, and so we can't require them to show how that would be.

MALE SPEAKER: Which building is that?

CHAIRMAN DIXON: The YMCA. We gave them approval for building a building there which they have not built yet. And --

MALE SPEAKER: Oh, yeah. Mr. Willie Store (ph). Yeah.

CHAIRMAN DIXON: And that needs to be

(unintelligible).

MALE SPEAKER: It's a playground now.

CHAIRMAN DIXON: But there's approval for a building, and we can't ask these people to reconstruct what they're supposed to be putting there, which would give you a much better perspective of --

MALE SPEAKER: Yeah, but Rush Dixon still has that elevation. It's pretty much replicated what was there before, and that is the Rush Dixon project. And I remember when they wanted to tear that building down and this pressing need for office space for the Y. And what they put there instead is a playground.

CHAIRMAN DIXON: Well, that's always --

MALE SPEAKER: I wasn't on the board then, by the way.

CHAIRMAN DIXON: No, but I'm saying that's --

MALE SPEAKER: Yeah.

CHAIRMAN DIXON: -- (unintelligible).

MALE SPEAKER: Well, it's just a project of this scale -- of this size and scale that is deserving of a model. I don't think individual small buildings ought to necessarily have to build a model, but this I think is deserving of --

CHAIRMAN DIXON: No, but I'm saying if

you want to see what the -- what it's going to look like with all the surrounding buildings, you're missing the other building right now that is going to be built next year.

MALE SPEAKER: I'm talking -- I thought we were going to get it and we still don't have it, so that's all I'm hanging my hat on, so --

FEMALE SPEAKER: If I can remind the Board that even though y'all had mentioned about it at previous meetings it was not mentioned again. And y'all (unintelligible) preliminary approval (unintelligible) January. The understanding was they were coming back tonight seeking final approval. I think --

MR. KWIST: Well, they won't get it --

FEMALE SPEAKER: (unintelligible).

MR. KWIST: Well, I can't --

FEMALE SPEAKER: (unintelligible).

MR. KWIST: Yeah, I hear you, but just because it wasn't mentioned again, that's not forgiveness.

(Unintelligible simultaneous speaking)

MS. BURTON: Did you write down what I started with?

FEMALE SPEAKER: Materials and colors by building, brick with mortar, warming of conference

center, north elevation, residential building, the balcony railings, and downspouts.

MS. BURTON: So I move that we give them conditional final approval so that they can proceed with their, you know, basic drawings, and that we would like to have further review about exterior skin with materials and colors so that we can make our final approvals with (unintelligible) documentation (unintelligible).

MS. COLTHRAN: I second.

FEMALE SPEAKER: Okay.

CHAIRMAN DIXON: David?

DR. PRICE: I agree with that.

CHAIRMAN DIXON: Rachel, you made it so you'll (unintelligible). John?

MR. KWIST: I vote no.

CHAIRMAN DIXON: And I vote yes.

All right.

MS. DREYER: So moved.

CHAIRMAN DIXON: So moved. (unintelligible) applicant --

ARTHUR APPLEGATE: Yes, sir.

CHAIRMAN DIXON: -- we do have some things we do want to look at. Within reason, I'll call a special meeting so that you can see at any time -- so that we can look at the items that she put in the motion,

so you don't have to wait for another month.

MS. DREYER: Well, they might.

CHAIRMAN DIXON: Well, I mean, unless you want to.

MS. DREYER: I mean, it's --

CHAIRMAN DIXON: All right.

ARTHUR APPLEGATE: We'll be happy to present materials to you as soon as the architects can pull those together.

CHAIRMAN DIXON: That's what I said. I think it's going to take you a whole month to do it.

ARTHUR APPLEGATE: Yeah (unintelligible) we'll get better samples.

CHAIRMAN DIXON: Remember we have lives too, so --

ARTHUR APPLEGATE: Right.

CHAIRMAN DIXON: -- give us a chance to --

ARTHUR APPLEGATE: We'll (unintelligible).

CHAIRMAN DIXON: Okay. Thank you, sir.

ARTHUR APPLEGATE: Thank you, sir.

CHAIRMAN DIXON: Appreciate it.

(WHEREIN, the requested portion of the audio to be transcribed was concluded.)

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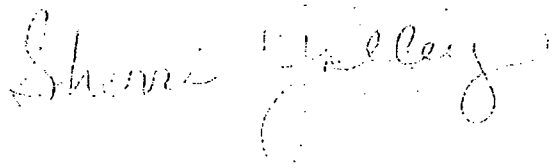
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Sherri L. Jolley

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BOARD OF ARCHITECTURAL REVIEW MINUTES

MONDAY, APRIL 6, 2015

TOWN HALL ANNEX -- COUNCIL CHAMBERS

IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE

MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:	STAFF PRESENT:
Phil Dixon, Chairman	Madelyn Robinson, Planning Dept.
Jeff Bowers	Rich Palmer, Building Dept.
Rachel Burton	Lucy Dreyer, Board Secretary
Cecile Colthran	
Beth Huggins	
John Kwist	
David Price	

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Midwest Litigation Services

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St. Louis, Missouri 63101

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TRANSCRIPTION

CHAIRMAN DIXON: Ladies and gentlemen, it's six o'clock, which is the time that's scheduled for the BAR meeting. Welcome you all being here. I'm glad we had some extra chairs. They're part occupied so far. But the first order of business is approval of the minutes of our last meeting. The Board -- they were provided to you (unintelligible).

DR. PRICE: I move that we accept those minutes.

MR. BOWERS: Second.

CHAIRMAN DIXON: Second. All in favor.

(Group indicates aye)

CHAIRMAN DIXON: Okay. Very good. Our standard procedure is to take the applicants in the order that they have submitted their applications. This evening we have two that are prior submittals that are coming back for additional approvals. And the first one is kicking off a project at 208 South Cedar and 213 Second South and various other addresses, the (unintelligible) hotel and the (unintelligible).

FEMALE SPEAKER: Mr. Chairman and board members, what you have before you (unintelligible) restaurant. (unintelligible) here at the corner of West Richardson and Cedar Street. (unintelligible) and they

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did (unintelligible) package that you received. And they, by unanimous vote, submitted it to BAR for final approval. So they're very happy with it. And we're now turning it over to the BAR for your final comments. And the developer and architect are here tonight to answer any questions you may have.

ARTHUR APPLEGATE: I was just going to say that we have attempted to address and refine the project a great deal over the last two months. And I'm going to really turn the program over tonight (unintelligible) architect to address any certain detail questions that you may have.

And in the final analysis, to the extent that there is a disagreement about a material or a color that you would like us to work on, we would ask that we would be granted conditional final BAR approval pending resolution of a particular (unintelligible). Some samples that we had were the best samples that we could get, but were not 100 percent representative of the actual color or the actual texture.

It may be that Hardie plank, for example, the cement board shows some texture where (unintelligible) smooth, and one of the colors appears as sort of a darker green and on the rendering you'll see that it's gray. But that was just -- that was the closest

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sample we could get. You actually paint -- you can paint that material to match -- to have an exact match. But as I say, (unintelligible) architect address all of those issues.

In the project now, there are two brick colors, and it creates kind of a repeating -- working from the Cedar Street side where the restaurant is, you'll see that the brick is a lighter color. The rendering is not exactly the tone of the bricks, but it represents sort of the contrast that exists. We have the actual samples of the two bricks that we're proposing.

We can look at the cornice on the top of the red brick area. It's a little slightly different than the cornice over the restaurant section, but it repeats so we have the lighter color brick, the redder brick, and the lighter brick as we move -- go down to Richardson. And you'll see the center two sections -- the residential portion now are the same color as the brick that's above the hotel, and the base on either side is the lighter color brick.

One of the areas that y'all asked us to address in greater detail was the actual entrance to the residential area and to make that lighter, and we have made significant changes to that area. But other than that, it represents really a refinement of what you saw

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before in terms of the collection of materials.

So with that having been said, I would turn it over to Hank D'Antonio and his team to address the architectural issues that they're far more capable of doing than I am, so -- anyway. And any questions you have please free to ask them.

MR. D'ANTONIO: Yeah. I guess I can -- I'm not sure what you folks would like me to do, but you -- we have all the materials, pretty much, here, and colors. And as Arthur mentioned, the part that shows up as the red brick more is this brick here that's by Merle Bricks (ph). It's called New Orleans. And it would be in these color ranges.

The other one is also by Merle and it's a vintage khaki, but the texture would be more like this. We just didn't have a sample that -- in other words, it would be this kind of texture more so than this (unintelligible), you know, model texture, but the same color. So that's the only difference in the brick.

And what we tried to do -- this brick very much matches some of the colors that you have in town, like the Hutchison Square, some of those buildings that are kind of that red and brown brick -- very close to this color brick. We took a bunch of samples out there and used that kind of as a model to figure out, you know, how

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our colors might fit in. And then the contrasting colors so we could (unintelligible) the offsets of the building and adding some variety in the building.

I'm not sure if you folks realize it, but the section that is from the -- from the restaurant area to the actual front of the building at the center of the building where the entrance to the hotel is is really only about 150 feet. I think it's deceiving because people think it's three or four hundred feet long. It really isn't.

So, you know, you would have --

ARTHUR APPLEGATE: (unintelligible).

(Unintelligible simultaneous speaking)

MALE SPEAKER: The Central -- the Cedar Street elevation. Yeah.

MR. D'ANTONIO: Yeah, the Cedar Street elevation.

MALE SPEAKER: Yeah.

MR. D'ANTONIO: That's correct. And then we do -- and likewise, going down Richardson, the hotel portion with the retail is a little less than 130. I think it's -- 150. It's like -- more like 130, 135 feet. Then we have the break where we've made a more transparent entrance. That was one of the suggestions made to (unintelligible) more glass. What you see in this

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elevation is a portion of that because, you know, this is back -- it's hidden back. So if you looked at the actual elevation you could see the recess there, that area that is glass.

If you had any specific questions about site, Josh Lilly is here from Stantec and can talk and address those things if you had any questions.

As far as the materials, other than the brick, the Hardie siding that you see, as we mentioned, these are the smooth textures, so they're not going to have this -- you know, that kind of fake wood look. It will be a flat kind of textured board.

And the top cornice piece, you -- in Hutchison Square those pieces are metal along top there. They were pressed back in the day. They made them out of pressed tin and things like this. Today, in more modern standards, we can use an extruded aluminum product.

Now, this doesn't represent necessarily the shape or the size, because these things would be substantial. If you look at the scale of what those cornice elements would be, they're a pretty good size. But the materials like this -- and we've used this before. We recently used this on a project at Charleston Southern University, the Woodfield Christian Leadership Center

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there in the middle of campus, very successfully. It's very handsome, good quality material, and it's lightweight too. So, you know, as opposed to using like a stone or something like that, this really is a nice material and it holds its color and its -- and it looks appropriate.

The other thing we did is we changed the windows around some of the elements at the -- on the ground floor at the first floor at the restaurant. We do have aluminum windows, but surrounding those aluminum window elements are actual wood-stained pieces of wood that create kind of the larger divide.

So if you look at, again, some of your commercial buildings in town, you would see that kind of detail of a heavier wood-surround trim. So we tried to replicate that, which brought this back a little more towards a traditional look than the previous design.

We've also expanded the heights of some of the entry canopy pieces that are the metal elements that go into the -- at the main entrance, for instance of the -- of the hotel -- this piece -- element here, which is also our signage band. And at the -- also at the entrance to the restaurant, and likewise to the entrance on the other side that is near the retail area down the West Richardson side.

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So back to this element here. And, likewise, we have an entrance then to the residential that has repeating elements as such. We've also brought down -- before the one concern was the top and how tall that was. We actually reduced that height by maybe a foot and a half or so, maybe two feet, and we put a -- a kind of more detailed cornice element on the top of that element as well to give it a little more character and -- but to keep it fairly neutral so it's -- you know, the color of it being lighter helping reduce its scale.

I don't know if there's other questions you folks might have.

ARTHUR APPLEGATE: One thing I forgot to mention that's very significant in terms of what we've done from before, we've been able to work out an arrangement to buy, as you know, the Gaither property. And what that's allowed us to do is to create a park behind the conference center. Underneath the park will be our detention vault for the storm water. But we turned it into an amenity.

And we went to the additional expense to really create it as a park as opposed to an open basin. We were hearing from a lot of people that they preferred it to be like a park-like setting, so that if somebody is in the conference center they could either access the

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park from two different points and have outdoor -- another outdoor venue. So I just mention that as a fairly significant change in that regard.

MR. D'ANTONIO: And that also provides them somewhat of a view or amenity from the residential that are on that side of the building. (unintelligible) wraps around the park.

The other thing is we detailed more of the railings and the -- on the balconies, we've also (unintelligible). The materials around windows would be a cast stone piece at the top with some detail -- edge to the top of the windows on the hotel and around -- as you go around the brick elements of the hotel, retail, and restaurant. And then the actual sills are a -- are brick. And they -- kind of a bonded brick piece at the bottom -- at the base.

MALE SPEAKER: (unintelligible)?

MR. D'ANTONIO: Yeah, it wouldn't be as deep. It would be (unintelligible) which is, you know, like, four inches deep. That would be typical --

MALE SPEAKER: (unintelligible).

MR. D'ANTONIO: Yeah. And then, you know, when we create a sill sloped away. But you would see a reveal at the -- I mean, you would see an offset at the bottom, so it would create a little bit of a shadow

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line. Excuse me.

MS. BURTON: I don't see where (unintelligible).

MALE SPEAKER: (unintelligible).

MS. BURTON: (unintelligible), and I don't see where this is. (unintelligible).

MALE SPEAKER: The vinyl window (unintelligible).

MALE SPEAKER: (unintelligible).

MALE SPEAKER: I hate vinyl windows.

MALE SPEAKER: (unintelligible).

ARTHUR APPLEGATE: That's a window itself, and then the panel (unintelligible). And then --

MS. BURTON: (unintelligible).

ARTHUR APPLEGATE: Yeah. So that would be (unintelligible).

MS. BURTON: And then where is -- what is 14? Oh, that's 14. What is 7? (unintelligible).

MR. D'ANTONIO: Let's look at -- do we have the -- you might have to look at the elevations. The other (unintelligible) of the side -- she wanted to know (unintelligible) --

ARTHUR APPLEGATE: It would be in the elevations (unintelligible) perspective.

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MR. D'ANTONIO: Yeah. The perspectives don't show all the -- every single (unintelligible).

MS. BURTON: (unintelligible).

MALE SPEAKER: (unintelligible).

ARTHUR APPLEGATE: The final two sides -- it's on the side towards the park, and it's on the side towards Pine. The whole trim and everything is detailed the same on the residential. It's all the off-white, (unintelligible) white trim and columns and surrounds running through those and so on, so --

MS. COLTHRAN: You don't have an example of the railing for us.

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: We do have that.

ARTHUR APPLEGATE: Why don't you show it to them?

MR. D'ANTONIO: We have the color. The actual profile we have is -- it's probably in this package.

MALE SPEAKER: Is it going to be bow front?

(Unintelligible simultaneous speaking)

MALE SPEAKER: (unintelligible) white-colored. (unintelligible).

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(Unintelligible side conversation)

MR. D'ANTONIO: Do we have the profile stuff (unintelligible)?

MALE SPEAKER: (unintelligible).

MR. KWIST: Hank, I have some kind of large-scale questions before we get mired down in the minute details. Do you mind if I ask those now, or would you rather me wait until you finish your presentation?

MR. D'ANTONIO: Well, I'm just trying to respond, so however you guys --

MR. KWIST: I understand. I just don't want to get lost in all the minutiae, but can I ask some pertinent questions?

Back our very first meeting, October the 6th, 2014, Dr. Price wisely asked -- and I'll quote; this is directly from the minutes -- that a scale model showing the entire block would be required and did not feel any decision could be made without this model of the entire block. Is that going to be accessible to us or --

MR. D'ANTONIO: I think after that was -- that statement was made, there was also discussion about the amount of renderings that were being done and the 3-D character of it. And my understanding was that a model then was not going to be necessary. So we did not produce a model.

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MR. KWIST: Well, it doesn't show the rest of the block. I mean, it doesn't show the neighborhood and -- and I heard what you said about the hotel being 150 by 130, but --

MR. D'ANTONIO: Oh, we did a 3-D perspective. If you remember, we did an aerial perspective that showed it in three dimensions and where everything was. And, you know, I think we're past the height, scale, and mass issue now. We're down to the final documents here of showing what the building looks like and all the materials, and that's where our focus was today.

MR. KWIST: Well, don't get defensive. I'm only asking for what I thought we asked for from the very beginning.

MR. D'ANTONIO: No, I'm not --

MR. KWIST: And I don't remember -- I don't remember that you said that the drawings would take precedence over a model. I just don't remember that. Does anybody else on the board remember that?

MALE SPEAKER: No.

MR. KWIST: So that's my first question. And we can leave it for the moment. I have some more questions, though.

The separation between the buildings,

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which I had hoped would happen. There was a compromise reached and, again, Dr. Price asked for a glass curtain wall between the hotel and the residences, and this is not a glass curtain wall. This is merely some additional windows. So I point that out as something that I expected that I didn't see on these -- in these revisions.

Thirdly --

ARTHUR APPLEGATE: Can I respond to that?

MR. KWIST: Sure. Go ahead.

MR. D'ANTONIO: Yeah. We looked at that issue and we just felt because of the nature of this being a residential -- you know, kind of the entrance to the residential component, we didn't feel like a glass curtain wall in itself was the answer.

And we studied different approaches to this issue and decided that the way this looks now, with multiple windows and giving you as much window area without it actually being a curtain wall which, to us, looks much more commercial in nature, is what we felt was appropriate for this entrance.

So the idea was -- you know, I don't think the idea was necessarily, in our interpretation, that it had to be a glass curtain wall as much as -- our understanding was it needed to be more open and, you know,

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have more transparency --

MR. KWIST: Okay. Well, can I respond to that?

MR. D'ANTONIO: -- and distinct. And that's what we've done.

MR. KWIST: Can I respond to that? I -- well, don't throw your hands up. This is a --

MR. D'ANTONIO: This is a conversation.

MR. KWIST: -- this is a business conversation, I hope.

The intention of the glass curtain wall was to create the illusion of separation between the buildings, and we haven't accomplished that with this change, in my opinion. I'm ready to leave that now, but that's just my comment.

DR. PRICE: Okay. Well, since my name was brought into this, I had thrown that out as a suggestion when we were talking about how to define that separation. And for me, this would satisfy that.

MR. KWIST: Well, it doesn't satisfy me, because there's no -- there's no resemblance of separation between the buildings and that's what I -- that's what I had hoped we would get. So can I go to my next question?

Water management from the residential

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side, you show these various pitched roofs shedding water to the exterior, and I see -- I think in the drawings I see some gutters but no downspouts. Where are the downspouts?

ARTHUR APPLEGATE: They're going to be on the building and tied to underground drainage.

MR. KWIST: Well, they don't show all the buildings. And where are they going to be on the buildings?

ARTHUR APPLEGATE: Well, wherever they need to be to make them work.

MR. KWIST: Well --

ARTHUR APPLEGATE: I mean, that is something that was planned and will be planned and will tie into an underground drainage system. It's not going to dump down, you know, from three stories down without any water management, so --

MR. KWIST: Right.

ARTHUR APPLEGATE: -- that will be something that --

MR. KWIST: The reason for that question is I think the exposed downspouts are going to -- if they are exposed, it's going to change the way this looks. And to have a series of them with different roof pitches and areas that are in and out, you're going to have a lot of

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them. And I think it's an important element, and I think it should be shown. So I'm ready to leave that and go on to my next question.

Hardie plank, we have -- in the historic district, we have tried to discourage Hardie plank from large buildings. We have approved it for smaller houses. But I think on a large commercial-type building like this it's -- we should insist on three-quarter-inch wood siding.

ARTHUR APPLEGATE: Well, we think it's a long-term maintenance issue.

MR. KWIST: It's going to look awfully flat and bland, and it's not going to show any character whatsoever.

MS. BURTON: Are you using Hardie or (unintelligible)?

ARTHUR APPLEGATE: We're using Hardie.

MR. D'ANTONIO: Well, it's fiber cement. We haven't selected Hardie necessarily.

MS. BURTON: (unintelligible). I was just asking if it's the regular Hardie or --

MR. D'ANTONIO: It's the regular Hardie.

MR. KWIST: And we also discourage the use of vinyl windows in the historic district, so I'd like

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to see some alternative to that. Those are all my questions.

MR. D'ANTONIO: Anybody else?

MS. HUGGINS: Are we doing comments or questions?

MS. DREYER: It sounds like we're doing questions, comments, whatever.

MS. COLTHRAN: It's a free-for-all.

I have -- I have something. This is just a personal preference with me. I love what you've done about showing us different sections and it's just so much improved, and really appreciate that. I do not particularly care for -- or I should say maybe I'm not a fan of the vertical separation between brick and Hardie plank.

I would prefer that it be vertical, that -- Hardie plank, for instance, here or wherever, whatever is suitable, that one or the other go to the ground, giving separation to each of these (unintelligible) roof lines and everything. The reason I don't like it is because all of the new condominiums have it.

(Laughter)

MR. KWIST: Because of what?

MS. BURTON: (unintelligible) architectural solution.

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MS. COLTHRAN: Well, not necessarily for a whole floor. Usually, perhaps, for -- maybe eight or ten feet of where a house is up off the ground or something like that, but not -- this --

MR. D'ANTONIO: Well, we could use it more like a water (unintelligible). The ground does drop off from the -- if you're -- it's high on the corner, and as you go out West Richardson it -- the ground drops off. So there is a differential of, I don't know, four -- maybe four to five feet total. I mean, you could use it as a -- sort of a water table base of brick and use the siding. We do have the brick in the center sections that go all the way up and --

MS. COLTHRAN: Now, I like that.

MR. D'ANTONIO: And, you know, that certainly can be done. We thought it would give, down at the street level where you're walking, a little bit more texture, and that's why we kind of created the base of that brick, but it could be modified.

MS. COLTHRAN: Well, it bothers me more on the other sides where there's (unintelligible) but you've done such an excellent job (unintelligible) the building (unintelligible). If possible -- and my colleagues may not agree with me -- but I'd rather not see this look as we have on the north elevation. And,

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of course, that's (unintelligible) going towards the houses. And so it's not (unintelligible) street, but even so -- you know what? We never know what's going to happen down the road, do we?

MR. D'ANTONIO: That's true.

MS. COLTHRAN: And, you know, another (unintelligible) totally visible at that point. So --

MR. D'ANTONIO: Well, the brick -- I think the other thing, too, we tried to do is somewhat of a -- it helps with the scale -- scale reducer by having the band.

MS. COLTHRAN: Yes.

MR. D'ANTONIO: But we understand your comment and that's certainly something we can look at.

MALE SPEAKER: (unintelligible).

MS. COLTHRAN: I'd like to see less of this horizontal line.

FEMALE SPEAKER: (unintelligible).

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: She would rather see the siding go (unintelligible). In other words, (unintelligible).

(Unintelligible simultaneous speaking)

MR. D'ANTONIO: If you look at this elevation, basically, you know, we had brick

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(unintelligible).
(Unintelligible simultaneous speaking and side conversations)
MR. D'ANTONIO: If I can paraphrase, I think what she's saying is that she would prefer all this being siding, you know, and have more of a rhythm -- a vertical rhythm (unintelligible) creating a horizontal rhythm.
(Unintelligible simultaneous speaking)
MS. COLTHRAN: And you have done that well. It's very nice. And I will go ahead and mention the railing. I'm also not crazy about the (unintelligible) does not like the one with curlicues. Actually, I liked the one that was somewhere in between those two. This is a little fussy -- but --
(Unintelligible simultaneous speaking)
MR. D'ANTONIO: These --
MS. COLTHRAN: Here. Yes. Yeah, I'll show it --
MR. D'ANTONIO: This is a little bigger --
MS. COLTHRAN: It does look like (unintelligible).
MR. D'ANTONIO: This is a little bigger.

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It's to give it a little bit of detail, to have a double top line. And this is bowed a little bit. And then there's brackets underneath that hold up this (unintelligible) balcony (unintelligible).
MS. COLTHRAN: (unintelligible) more detail.
MS. BURTON: So is this different than these?
MR. D'ANTONIO: It's slightly different. Yeah. These are just more of a residential, simpler, straighter -- on the hotel. And on the, you know, commercial part, it's got more detail and it's also -- these generally fall between columns and edges of returns on buildings.
MS. HUGGINS: (unintelligible)?
MR. D'ANTONIO: Yeah. I mean, and this kind of has a return, obviously, as it comes around and attaches back at the building line. So it's got a little bit more detail than these simple ones that are basically connected to columns and to the side of the building.
ARTHUR APPLEGATE: I don't know if that helps explain it.
MS. COLTHRAN: Well, Charleston (unintelligible) --
MALE SPEAKER: New Orleans

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(unintelligible) French Quarter.
MS. COLTHRAN: Have we moved on to the event center? I like to call it an event center because we need a place in town for weddings. And for that reason, I'd like to see it look a little softer. And I haven't said anything prior to this because you had so many things we've been discussing. And I don't know exactly what you could do about that. Perhaps something on the front here to, you know --
MR. D'ANTONIO: Right.
MS. COLTHRAN: -- to make it look --
ARTHUR APPLEGATE: What you're looking at is over on the side street, the main entrance is the other end of the building. And --
MS. COLTHRAN: Well, now --
ARTHUR APPLEGATE: -- this --
MS. COLTHRAN: Doesn't this go into the same (unintelligible)?
MR. D'ANTONIO: Yeah. This is -- yeah. This is kind of a gallery space --
MS. COLTHRAN: Yeah.
MR. D'ANTONIO: -- facing south, so get a lot of natural light in there. And that's kind of the foreground for people going into the individual conference spaces.

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So what we've done is we used kind of a two-brick approach with the darker brick on the outside and then the lighter panels. This is recessed, and these create kind of like a pilaster colonnaded kind of feel to them. And they actually would be somewhat reflective also on the inside in that sort of gallery space. And then we've got an entrance -- kind of a secondary entrance on the street side. And the main entrance is down on the other end.
So it has a -- you can probably see that in the elevations better because we don't have a perspective from that side. But it -- but it has kind of an -- a trellis element and an overhang here as the main entrance, and that's near the drive.
MS. BURTON: (unintelligible).
MR. D'ANTONIO: Yeah, I think we changed that to the lighter color around that piece to correspond to these inset panel pieces. And, likewise, on the park side, on the back side, which is kind of (unintelligible) area where the service quarter is, we have -- in the stair area down on the side street, we have an opening in that stair as far as glass. But this is kind of the service side. So we envision this being more of a backdrop to the park, with planting along that edge (unintelligible).
MR. KWIST: What is that? Yeah, the --

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that heavy piece, what is that?
MS. BURTON: That is the (unintelligible) windows.
MALE SPEAKER: Metal material.
MR. KWIST: Is that a precast?
MR. D'ANTONIO: Yes.
MS. COLTHRAN: Well, I see that you're saying this is the main entrance (unintelligible). If I were having a (unintelligible), I would want to decorate (unintelligible) and I'm sure a lot of people would like to walk --
MR. D'ANTONIO: Yeah, and there is a --
MS. COLTHRAN: -- (unintelligible).
MR. D'ANTONIO: -- there is a walkway also -- if they didn't come in this way, there is a walkway along the building, and planting along the building between the drive that drives along there. I think if you looked at the site plan --
MALE SPEAKER: Even if you look at the (unintelligible).
MR. D'ANTONIO: Yeah. Well, you can't --
ARTHUR APPLEGATE: Well, you can't see the cornice but --
MS. COLTHRAN: Well, I'll just say one

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more thing, and this is my point. At the inception of this thing, it was to be an event and conference center, and now all we keep saying is conference, conference, conference. So I guess I just want it look less like a conference center and --
(Unintelligible simultaneous speaking)
MALE SPEAKER: What kind of alteration would you suggest making to make this -- that softer appearance that you're --
MS. COLTHRAN: If the -- if some more wood could be introduced on that end. I don't think there's much you can do on this end.
MR. D'ANTONIO: Yeah. Well, the -- there is wood -- there is like a -- both metal and wood trellis area --
MS. COLTHRAN: Yes.
MR. D'ANTONIO: -- that comes out over this area. And part of the reason there is we've got a screen wall there, because people are going to -- let's say they're coming from the hotel area, coming across this entrance. And this is kind of across from the entrance to the garage. We've screened that element so that it becomes less visible looking back towards the garage, but gives you an open feel to come into the corner where the entrance of the -- of the event center is.

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And then the event center is set up to be divisible by four equal rooms that can be then opened up into one large room. And the support areas, pre-function space is when you come in the entrance and as you work your way back through the gallery space to allow the access into the -- that area, with the restrooms and kind of a warming kitchen -- receiving warming kitchen on the back side over here.
So, you know, the -- we haven't gotten to the level of the interior trim and how all that's going to work, and the colors and all that, but the idea is to make this fairly elegant, nice wood -- you know, nice trim materials. You'll have a higher -- much higher ceiling in here than anywhere else on the property as far as the space. And it should seat around 300 people is the idea, once it's all open, with tables and chairs.
MS. COLTHRAN: And this -- these will be openings --
MR. D'ANTONIO: Yeah. These are -- these are --
MS. COLTHRAN: -- (unintelligible)?
MR. D'ANTONIO: -- double sets of doors that open into each one of these things. So like you've seen in other places, this is a partition --
MS. COLTHRAN: Right.

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MR. D'ANTONIO: -- that would come -- be extended and then be pulled back. That's why they have these pockets at the back.
DR. PRICE: What's the door material for the glass corridor? Is that a metal door or --
MR. D'ANTONIO: We actually have some -- in certain locations, we have plans for wood doors, like at the hotel entrance, at the restaurant entrance. We have a full (unintelligible) wood -- you know, a stained wood (unintelligible), you know, like, mahogany or --
DR. PRICE: I would think that that might be a very easy way to make that feel softer if a metal door -- industrial, metal-type door with a push bar, everything (unintelligible) nice mahogany type framed door that that would elevate that to --
MR. D'ANTONIO: And that --
DR. PRICE: -- move it above a conference center and more to an event center. Thanks, Cecile.
MS. COLTHRAN: Thank you.
MR. D'ANTONIO: And that's kind of what we're doing in the restaurant.
MS. COLTHRAN: Yes, and it looks good.
MS. BURTON: (unintelligible)?
MS. COLTHRAN: I think so.

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(unintelligible).
CHAIRMAN DIXON: You got anything?
MS. BURTON: Yeah, (unintelligible). Well, I wanted to say, first of all, I really like the creation of the park as a park as opposed to just a basin where the water drainage can go. I really like that change.

John, I do understand that you had concerns about this little infill piece, but I really like that as a transition piece between the hotel and the residential piece. I think the scale is nice, and I like that it's all windows, and I like that it has its own little canopy and that it's set up. And I think it's actually a really appropriately scaled in size piece to go -- when you look on the elevations more than the perspective and you just see how big it is, I really do like that.

MR. KWIST: I would like it too if it weren't -- if the elevation on West Richardson were not 320 feet long.
MS. BURTON: Yeah.
MR. KWIST: I mean, if that building stood apart and that were the entrance, it would be perfectly appropriate, but there's no separation anywhere. And, you know --

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MS. BURTON: I understand your concern about the length, and I guess I --
MR. KWIST: And that's why we need to see that model. I don't think anybody really understands how big that thing is without seeing it in a model form. You could not get away in downtown Charleston presenting this without a model. You could not get away with -- in Charleston with putting vinyl siding -- excuse me -- Hardie plank siding or vinyl windows in. And I think those things -- I don't think we ought to back down from that here in Summerville just because we're not in downtown Charleston.
MS. BURTON: Let me go on to a couple specific comments. One is that -- I'm going to talk first about color, and then I'm going to come back to the design ideas that you've shown. I find it really difficult to look at part cedar buildings because they are -- like, we really have three -- in fact, four distinct kinds of buildings. One is the hotel, one is the residential component, but its front is so different from the side, and then there's the conference area. And so although you've given us all these colors, we're not actually grouping the materials and the colors per building.

And so I'm struggling to understand, do I take the gray from here and the gray over there and they

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actually sit side-by-side and -- excuse me -- how does that look? So I find that confusing to me to understand what pieces go with which. In general, I like your color palette, probably with the sole exception of this.

And some -- when I look at the back elevation where you're showing this, I feel like it's probably the weakest part of your whole design because I truly like almost everything else that you've done. You've shown -- I really love the (unintelligible). But that back elevation and then adding this color to it to me is the weakest.

And so although Cecile really does not like the brick base as it goes along Richardson and turns the corner, I do like that. I think you've used it exceptionally well to break up the mass and define the pieces. And I -- I guess I just have a -- you know, an image of how that will look, and I think that it's strong and I like how you've used the two colors of brick. But I do agree with Cecile that when it turns the corner that the interest and the complexity is actually diminished, and then it's -- you know, then when we flip to this green, I really, really don't like that.

And then my other part is I don't even then get a very good sense of it because you're talking about white, which I do like that idea that the porches

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are white and then there's white in there, but the renderings are so difficult to read it looks like they're dark.
ARTHUR APPLEGATE: Well, it's a matter of the scale, too. I guess what we should do is blow up these to a -- instead of having a smaller scale, have a larger --
MS. BURTON: (unintelligible) little pieces so that we can truly understand how do they all fit. And then there's -- it's hard to understand how your color reinforces (unintelligible). So it's not working. The drawings aren't helping (unintelligible) understand what you're doing.

But as far as how this elevation works, it does feel just a little clunky and (unintelligible). You know, like, this is really gorgeous. I think you've done a really good job.

And I understand that -- you know, that the street side perhaps needs a higher level (unintelligible) detail than the sides do, but perhaps think about it as maybe the corner -- you know, like, it goes around the corner and then you move into something different, instead of trying -- you turn the corner (unintelligible) something else. So I'm not quite sure how that (unintelligible).

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MR. D'ANTONIO: Yeah. And it's the rhythm of this -- I will say that it's -- the pieces -- because the condos, the mix and everything is --
MS. BURTON: Yeah.
MR. D'ANTONIO: -- has been established and it's -- they're stacked one above the other, so -- but as you go, those are the same basic elements like you have --
MS. BURTON: Yeah. Yeah. Yeah.
MR. D'ANTONIO: -- on the elevation that's on West Richardson. It's just that --
MS. BURTON: And I guess --
MR. D'ANTONIO: -- a composition of how the materials (unintelligible).
MS. BURTON: I guess it's just having the brick go all the way up just changes it a lot. And then it's just -- for me, reinforces (unintelligible due to side conversations).
MR. D'ANTONIO: Well, I mean, the other thing you could do is we could go to a different color or go to all-white color if the siding (unintelligible).
MS. BURTON: Perhaps. Perhaps. I mean, I think we can look at that. And then I actually do want to reinforce what you've said about gutters. What I don't really have a fair idea about is what color

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would the -- you know, the gutters be and what color would the downspouts be, and how do they go over cornices and what -- how are they different on the brick than the other materials and all that? So I think it would be a really useful thing for us to know how that all works, because it will (unintelligible) how the buildings look.
And then, lastly, about the conference/event center, it's -- the design piece I've always loved. I thought it's a beautiful little building. However, I don't understand what all the pieces are. So, for example, we're showing graphics and I don't know what those graphics (unintelligible). I don't really know what these doors are.
ARTHUR APPLEGATE: They're -- these are aluminum -- this system is basically a commercial (unintelligible). So these are fixed windows.
MS. BURTON: Yeah. Yeah.
ARTHUR APPLEGATE: And these are -- and the doors are, you know, part of that system. Excuse me.
MS. BURTON: You know what? I really could -- like, I could imagine -- well, first of all, I really like how you used (unintelligible) colors. And I think that is (unintelligible) really great way to tie in (unintelligible).
ARTHUR APPLEGATE: (unintelligible)?

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MS. BURTON: Yeah. I love that. And I do love how the building looks itself. I think it's -- I think it is really nice. But, you know, I have two daughters who are getting married this year, so weddings are on my mind, too. And I could imagine that we could rent that (unintelligible) back further, and then our guests would be coming out on that little (unintelligible) and they would be (unintelligible), would be taking photos.
And perhaps it does need to just have -- like, in the same way that you've been so, like, really inventive in figuring out how to capture a residential feel here, perhaps there is a way to just incorporate what you're talking about, like the warmth and the friendliness, into the conference area so that it is --
ARTHUR APPLEGATE: (unintelligible)?
MS. BURTON: Yeah.
(Unintelligible simultaneous speaking)
MS. BURTON: And I understand you've got (unintelligible) materials or colors or whatever, but I do think that it could be strengthened by, you know, doing -- incorporating perhaps some of those concerns (unintelligible).
Yeah, so that's it.
ARTHUR APPLEGATE: Okay. Thank you.

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MR. KWIST: (unintelligible). On a building like this in Charleston they would not allow Hardie plank; is that correct?
CHAIRMAN DIXON: Right.
MR. KWIST: What do they use? Do they use --
CHAIRMAN DIXON: Which --
MR. KWIST: You have --
MS. BURTON: Actually, that is --
MR. KWIST: -- clapboard or --
MS. BURTON: -- a (unintelligible) that I wanted to make. I mean, I think that we could look at Hardie plank, but I think that we might want to look at the Hardie plank thickness so that we get shadow lines that are (unintelligible).
ARTHUR APPLEGATE: I would take issue with the fact that they don't allow Hardie plank down in Charleston. That's absolutely an incorrect statement.
MS. BURTON: No, they do. But they might ask for --
ARTHUR APPLEGATE: Yeah. No, I just wanted to clarify --
MS. BURTON: Yeah. Yeah.
ARTHUR APPLEGATE: -- that you can use cement board downtown. This notion that you can't is not

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a correct statement.
(Unintelligible simultaneous speaking)
MALE SPEAKER: What I was getting at is I think as anybody that's been to any of these meetings, more than one or two, knows that I hate Hardie plank in historic buildings. And putting an addition on with it, building a new house in the historic district with it, I hate it. But for something like this, to me, it makes sense if we can get the material. I think it would be much (unintelligible).
MS. BURTON: If you could show us, like, the (unintelligible) product you want. Like, this is also the (unintelligible) smooth. So if you could show us, like, the real material, that would be really, really helpful.
MALE SPEAKER: The other comment that was made about vinyl windows, I would think that a metal-framed window would be nicer than –
MS. BURTON: Can we get white aluminum? What -- how is the vinyl selection (unintelligible)? Like, what was the --
MR. D'ANTONIO: Well, yeah. You know, we have the residential part which we thought we could use that (unintelligible) commercial (unintelligible), just the amount of use and operational (unintelligible)

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we thought it would be more -- you know, it would get more use in terms of commercial operation (unintelligible) those windows (unintelligible) partial area. And we thought the vinyl would be fine, but --
And they have profiles that's much more advanced and nicer than what you would traditionally think, you know, vinyl traditionally was, which was, you know, admittedly not as well detailed and designed as the products that are available today. You know, everybody thought when you talk about a vinyl siding house or vinyl this, vinyl that, everybody had a -- kind of an impression of that being -- siding is different than what you can get today.
DR. PRICE: Many of the decisions we (unintelligible) care about materials and have the potential of being precedent'ing. And we would not want a precedent of vinyl windows on construction in a historic district. And we've allowed them when they already exist on a house that got built before the BAR had oversight, but (unintelligible).
MALE SPEAKER: When we're talking about vinyl, it's pure vinyl or vinyl clad? There's a lot of difference.
MALE SPEAKER: These were vinyl (unintelligible).

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ARTHUR APPLEGATE: Let me just make -- if we were looking at getting the final approval that you'd feel very strongly about the vinyl windows, even though today they're very different as Hank would suggest -- the connotation is that they're an inferior product just because of negative association (unintelligible) whereas today they can, in fact, be very nice and you can't (unintelligible).
But having said that, if y'all are adamant on that point, I would concede and say that we will look into going to an aluminum window (unintelligible) window, if that's what you want.
MR. KWIST: Let me ask a question about the windows. Since this has come up with vinyl windows, I haven't seen any vinyl windows that have the simulated divided lights in them. And that makes a huge difference in the appearance in a large elevation.
Do you know what these windows are going to look like? Do they have simulated divided lights, or is it muntins between the glass? Simulated meaning you've got a -- you know –
MR. D'ANTONIO: Well, no, they're not individual window panes. (unintelligible) piece -- they have a -- you can get them with a spine in between the -- part of the reason -- going back, a little history.

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The traditional windows being a single pane, you know, that was a different era, and the way those windows are made are different than they are today.
Today, we have -- because of the energy code, have to have an insulated window. So in order to get a window that simulates the look of a traditional window, they put a spine in between the glass and they applied a muntin or whatever to the surface of the glass as well.
MR. KWIST: On the exterior?
MR. D'ANTONIO: On the exterior.
MR. KWIST: That's all I asked. Yeah.
MR. D'ANTONIO: Yeah. You have --
MR. KWIST: And you can get that in vinyl?
MR. D'ANTONIO: You can -- you know -- those are special things you have to add to the package when you order the window. But yes, you --
MR. KWIST: I know with the aluminum clad you can get --
MR. D'ANTONIO: Yes.
MR. KWIST: – because I have them.
MR. D'ANTONIO: Yeah.
MR. KWIST: But I didn't know that you could get them in vinyl.

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MS. BURTON: I think (unintelligible) consider it if you could actually show us the product that you want to use and how -- you know, what it would really look like.

MS. COLTHRAN: And same with the siding, if we could see the board with --

MR. D'ANTONIO: Yeah. I think --

MS. COLTHRAN: -- (unintelligible) board with more than one --

MR. D'ANTONIO: We can get just a smooth texture, but it might be all that sort of grayish color you see. And if we had to have a contractor paint the color -- I mean, we have color samples here of the actual paint samples. So if we could -- what you have is something that looks like this, only without a texture, but then we would show the actual colors that -- that those boards will be painted.

MS. BURTON: If you could do that and do each building like independently so that we're not trying to take (unintelligible).

MR. KWIST: The thickness of the Hardie plank is a huge concern for me. And if you could get that in three-quarter-inch thick I'd be perfectly happy with it.

ARTHUR APPLEGATE: He's talking about

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the Artisan series. It's thicker. Hardie is one of the companies that supplies that material, and that company makes a product that is thicker than their -- you know, the normal Hardie siding. I think it's about five-sixteenths or something like that dimension -- maybe seven-sixteenths.

MR. KWIST: Even three-eighths is not thick enough.

MR. D'ANTONIO: Yeah. But they do make a different -- that she mentioned that is a thicker product.

MALE SPEAKER: We had a presentation on one house that is using a different brand of these -- of the (unintelligible) that was three-quarter-inch. It was not Hardie plank, though.

MR. D'ANTONIO: Yeah, there's various brands out there that make this material. And even traditional siding isn't necessarily -- you know, some of those boards are tapered. They might start out at three-quarter-inch, but they're not three-quarter-inch all the way through down to the taper.

MR. KWIST: Yeah, they are.

MR. D'ANTONIO: So you can taper up and they're thicker in the bottom than they are in the top. That's how they lap.

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MR. KWIST: A one-by-eight is three-quarter-inch all the way. A one-by-ten is.

MR. D'ANTONIO: But they don't use one-by-eights and one-by-tens. They use siding which is double --

(Unintelligible simultaneous speaking)

MR. KWIST: No, that's not true. I know what beveled siding is, but you can install one-by-eight siding on a structure, just like we used to do it for hundreds of years. That hasn't changed.

DR. PRICE: I think the issue that we're talking about is the shadow line. The shadow line has gotten by the thick end of that --

MR. D'ANTONIO: Right. Right.

DR. PRICE: -- tapered board --

MR. D'ANTONIO: Right.

DR. PRICE: -- so that's --

(Unintelligible simultaneous speaking)

MALE SPEAKER: I am happy with the division between the hotel and the residential (unintelligible). I think that is a good step up from where we were.

MS. COLTHRAN: I like it too.

MALE SPEAKER: And I have got to agree with John that I think it would be a lot easier to

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(unintelligible) this whole thing if you'd have a 3-D model. And I don't find the 3-D renderings (unintelligible).

MS. BURTON: You know what? I actually think -- well, I guess for me the part that just gets confusing when we're at this stage is that we really are talking about multiple buildings. So I think that (unintelligible) and looked at almost like one building at a time (unintelligible) clear about what's happening here.

Can I ask a clarification? Like, what (unintelligible)?

MS. DREYER: Final approval is final approval. They could go to construction documents.

MS. BURTON: Okay. So can that still --

MS. DREYER: You can do a conceptual final, saying --

MS. BURTON: Can that have just limitations on color and some of the materials?

MS. DREYER: Uh-huh.

ARTHUR APPLEGATE: The conflict we're talking about not things that delay construction.

MS. DREYER: Right. And delay -- they don't delay proceeding with your construction documents or anything. They're just colors.

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CHAIRMAN DIXON: Well, before we get to (unintelligible) let's see if we have anybody that has any comments who would like to say anything.
(Unintelligible simultaneous speaking)
CHAIRMAN DIXON: Yes, sir?
MS. DREYER: You need to sign in.
CHAIRMAN DIXON: Come up and sign in and --
MALE SPEAKER: I need to sign in?
CHAIRMAN DIXON: Yes, sir.
MALE SPEAKER: Okay.
MS. DREYER: And just remind them about (unintelligible).
ARTHUR APPLEGATE: I mentioned one thing that we can do is we can actually build a wall section so that, for example -- this is something we do in downtown Charleston or have done for the BAR, and that is we'll get conditional final approval pending a review by the board on an actual wall sample so you can see it and then look at it, and then you sign off on it.
And we've even done a situation where -- when did the (unintelligible) where we actually had the approval of the plan, but the final -- exact tone of the colors of the stucco that went on was not determined until we actually got there. They wanted to see it in the

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sunlight, not just -- so we can do that, just --
MS. COLTHRAN: That would be great.
MALE SPEAKER: We've got that before because paint chips --
ARTHUR APPLEGATE: It's hard. Exactly. It's very hard.
MALE SPEAKER: We've had people go out and make a three-by-three foot section of the building.
ARTHUR APPLEGATE: Yeah.
MS. BURTON: So if you're doing that, are you able to also incorporate part of the window pieces?
ARTHUR APPLEGATE: Yeah. And that's what we do. We actually build -- in fact, when we did that, we kind of got double duty because we tested it (unintelligible). We actually brought a (unintelligible) truck out there (unintelligible) wall section just to see. So -- but yeah, we could -- you could actually build the window into that section of the wall. So to answer your question, yes.
CHAIRMAN DIXON: Go ahead, sir.
ADRIAN KWIST: Okay. Before the board makes a vote on this hotel here, I would like to ask the architect a question. Most hotels -- when guests check into a hotel, you are able to drive underneath the canopy

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when you check in. And considering the weather -- we've had a lot of rain this year; we're going to continue to have rain -- I cannot imagine a guest checking into a hotel --
MALE SPEAKER: You're not supposed to be addressing the Board. (unintelligible) the architect.
MS. DREYER: Yes.
MALE SPEAKER: You're supposed to talk to us.
ADRIAN KWIST: Okay. All right. I cannot imagine guests trying to check into a hotel when it's pouring down rain and not having a canopy where you can drive underneath it to unload, to check in. So I think you need to be thinking about that, also. And that's what (unintelligible) concerns as well, but that's been talked about.
There again, I think it's important if you're going to run a hotel, people should not have to deal with pouring down rain, and this one don't have no canopy. Thank you.
CHAIRMAN DIXON: Thank you.
WILLIAM HARBESON: From what I understand, the entrance for the trucks will be coming in off of West Second South Street into the motel -- no, the entrance trucks, the trucks -- delivery trucks and

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so forth is what they said it would be coming off of Central or Cedar, right there at the end of the (unintelligible). Okay. So they'll be coming in there.
CHAIRMAN DIXON: Here. This was (unintelligible).
WILLIAM HARBESON: Okay. I was told by a contractor that they were going to build where the canal is --
MALE SPEAKER: Can you speak up a little bit, please?
WILLIAM HARBESON: I was told by the contractor in front of my house doing all that work out there on West Second South Street that they're going to build a 40-foot-wide, 60-foot bridge across that canal. Now, I said, "Why?" And he said it's to accommodate trucks. Now, are we going to have trucks coming out from the conference center this way?
(unintelligible) come out on West Second South Street. Then you have to get back to -- are they going to get back to Central, or are they going to come on down West Second South Street, turn down Laurel, which would be coming in on the side of my house, or do you go down one more where it's a wider street and turn down? I'd like to know if I'm having -- going to have truck deliveries coming by my house.

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MALE SPEAKER: It's a fair question. I don't know. I don't know. I don't have an answer.

WILLIAM HARBESON: Well, I don't have a lot of trucks coming by there now.

CHAIRMAN DIXON: Well, the original plan was there was no road --

WILLIAM HARBESON: But there is now.

CHAIRMAN DIXON: It's wide enough that they could turn around and go back out.

WILLIAM HARBESON: But there is now, though.

CHAIRMAN DIXON: Yes.

WILLIAM HARBESON: And you're going to have a conference center in here, which the original was different.

MS. COLTHRAN: I assumed they would go around the block on Pine. Why would they go all the way down --

WILLIAM HARBESON: It's a narrower street. It's a wider street down Laurel, and even a wider street over the next -- the next street over.

MS. BURTON: (unintelligible).

FEMALE SPEAKER: The streets are public streets. Anyone can use them. I mean, they're certainly wide enough to accommodate any type of vehicle.

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That is a transportation issue and not really the purview of these buildings and the board (unintelligible). The second access was provided at the request of the public and of the Board. Cedar Avenue is a full access. People can go out and come in off of Second as well.

WILLIAM HARBESON: I'm going to love this. I'm also going to have on top -- is this building going to have the restaurant on top (unintelligible)?

MALE SPEAKER: (unintelligible).

WILLIAM HARBESON: (unintelligible). But are you going to have it soundproofed? Is it going to be soundproofed?

MALE SPEAKER: Huh-uh.

WILLIAM HARBESON: No?

MALE SPEAKER: No.

WILLIAM HARBESON: So I can sit out in my yard and listen to trucks come by or the music at -- playing out the night? And (unintelligible) has a right to let them play all night long?

CHAIRMAN DIXON: These are not items for the Board of Architectural Review to --

WILLIAM HARBESON: It is (unintelligible). You're designing something that's going to devaluate my property.

CHAIRMAN DIXON: I don't think so.

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WILLIAM HARBESON: You don't think so?

CHAIRMAN DIXON: No.

WILLIAM HARBESON: You going to have 18-wheelers coming by? You want 18-wheelers? You want this built in front of you?

CHAIRMAN DIXON: That is a transportation issue that's taken up by the town engineer, and he'll take care of it, not the Board of Architectural Review.

WILLIAM HARBESON: But you're the Board of Architectural Review (unintelligible). And you've changed -- you changed -- you people changed the route. Instead of coming off of Central you bringing it out there. You going to change this road, and you going to send trucks down my road, in front of me.

Now, if I come back in front of you --

CHAIRMAN DIXON: We --

WILLIAM HARBESON: If I come back in front of you, you're going to allow this hotel to go in there, are you going to allow me to change where the five-story condos is at? Think about it, and I'm going to come back and I'm going to look at each one of you. And I'm not going to ask the town to finance me. I'll put the five-story condos up there if you let this go through like it's going. Send those trucks by my house.

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CHAIRMAN DIXON: Thank you, sir.

WILLIAM HARBESON: And I'll invite any of you to come out there and sit (unintelligible) in the afternoon. I've had people to come. I have friends -- and see how nice it is and see what you people are going to help destroy.

TODD DAVENPORT: My question is, I know if you look at the (unintelligible) everyone sees the site drawing, but if you look at the site drawing, basically, the white at the bottom left corner is my property. And so my question would be, it looks like the driveway comes pretty close to my property line and there's not much buffer.

Will they be constructing some type of wrought iron fence or something to keep people, vehicles from coming over onto my property? Because you've now got me covered on two sides.

FEMALE SPEAKER: The only buffer required is a canopy tree every 30 linear feet.

TODD DAVENPORT: Is a what?

FEMALE SPEAKER: A canopy tree every so many feet.

ARTHUR APPLEGATE: There are threes --

FEMALE SPEAKER: The property is zoned B-3 and your property is also zoned B-3.

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TODD DAVENPORT: Okay. So can I build up to the line also?
FEMALE SPEAKER: As long as you meet the setback, yes. You have a setback of five feet.
TODD DAVENPORT: And so my driveway can come -- is your driveway within five feet or two buildings within --
FEMALE SPEAKER: There's a five-foot border.
TODD DAVENPORT: Okay. But there will be no fence or anything else?
FEMALE SPEAKER: No, sir. The ordinance doesn't require it.
TODD DAVENPORT: Okay.
CHAIRMAN DIXON: Who's the next person?
MS. DREYER: That's it. Oh --
CHAIRMAN DIXON: A bunch of people have signed in.
MS. DREYER: Yeah. Christine Czarnik.
CHRISTINE CZARNIK: What I wanted to say is that I hope -- do you want me to come up?
CHAIRMAN DIXON: Yeah. Come on up here. I can't hear you back there.
CHRISTINE CZARNIK: Okay. I hope you all have been paying attention to the news to the buyer's

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remorse that's now being experienced in Charleston and Mount Pleasant by actions of their Boards of Architectural Review. They're now working to try and undo mistakes and trying to find ways to undo bad architecture.
Summerville is at the crossroads right now. We're still relatively unspoiled. From what I've seen, I really think you cannot appreciate the scale of what we're seeing in relation to the surrounding neighborhood. This is so big and so modern and so boxy and so inappropriate.
There are houses that have been built within the past few years on Gum Street and Magnolia, and they blend in perfectly with 150-year-old historic homes, and that's because you held those projects to the appropriate standard. What I hope is that you'll hold this project to the same standard.
If you're going to allow generic, modern, suburban-looking buildings, then there really is no point in having the historic district Board of Architectural Review, because this board was created to protect and preserve the character of the historic district. And we're counting on you to protect our neighborhood. We need you to honor the mission under which this board was created, and you need to demand

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better than this for us and for the generations that are going to follow us. Thank you.
(Applause)
CHAIRMAN DIXON: Who's the next one?
MS. DREYER: Joyce Delk. Oh, here she comes.
JOYCE DELK: I'd like to some clarification on the structure when you were talking about the separation between the hotel section and the rest. What kind of fire stoppage is that going to provide?
I think that is such a vital issue of having some kind of a safety net there if a fire was to start on the condominium side or on the hotel side. What kind of protection is that for fires? I'd like to feel like there is something pretty stable about that.
And I commend (unintelligible).
MALE SPEAKER: That's okay. I can answer part of your question. They're certainly capable of building firewalls between adjoining properties. It's done all the time -- two-hour, three-hour, four-hour rated walls.
And, to me, personally, as I've said more than once, it's not an issue of whether there's a firewall there or whether there isn't. It's an issue of whether

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the whole mass of the lot should be broken up into two separate buildings. I still think that and will continue to think that.
JOYCE DELK: I do too. I really do.
MALE SPEAKER: But it's not -- but to answer your question, they can build a firewall to --
JOYCE DELK: Okay.
MALE SPEAKER: -- to provide the safety for both sides.
JOYCE DELK: I'm just thinking about those people who might be caught up in a building at a bad time.
MALE SPEAKER: Well, it's --
JOYCE DELK: I just think about our fellow human beings in that situation.
CHAIRMAN DIXON: This is a code requirement and the city will -- the town will be very careful in making sure that all code requirements are met (unintelligible).
JOYCE DELK: I just hope that the Board will do everything about that issue. That concerns me as a human being. It's humane.
MALE SPEAKER: Once again, that's -- the code people make that determination.
JOYCE DELK: Just looking out for our

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fellow -- okay. I'd like a clarification on what's going to be on the roof, exactly. Is that a restaurant as well as a bar, or is it just a bar basically? I haven't felt like I'm clear about that.

MALE SPEAKER: I don't know.

JOYCE DELK: I don't like the whole perspective, and I think that is a noise hazard that needs to be addressed.

CHAIRMAN DIXON: Did they say it was (unintelligible) as a restaurant service up there? And I'll give this as a personal feeling, that if this is going to be a four- or five-star restaurant that's going to be up there, you're not going to have a lot of ruckus noise coming from it because it's going to be too expensive to -- for those people to go there. And there's other places nearby they can go and raise --

JOYCE DELK: I certainly hope and pray that is the case. When I think of all the churches in the very close proximity, the residents in the very close proximity, I think it would be a huge mistake for the BAR to approve anything that's going to be a noise hazard. That is part of your job. I consider that totally part of your job, to make sure that there's nothing that's going to produce a noise hazard.

CHAIRMAN DIXON: Thank you.

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JOYCE DELK: I know that was just brought up, but I second the motion on that. I really am mad about that. We have good people in this town. They deserve the best. They do. And this town is precious, and it deserves the best. Thank you.

CHAIRMAN DIXON: Thank you. Fran.

(Applause)

FRAN HARBESON: You made the comment that --

(Unintelligible simultaneous speaking)

FRAN HARBESON: -- that the public roads could be used by the public, but we have a lot of roads that say no through trucks.

CHAIRMAN DIXON: Right.

FRAN HARBESON: And basically that's what we want on our street, because we don't need in a residential community to have 18-wheelers coming through or big delivery trucks. A lot of the problems that are -- that I've seen here could have been averted, I believe, by having a to-scale model.

When our church added a gymnasium and other parts -- educational part to the back of the church -- it's Summerville Presbyterian -- they had a scale model, because we were very concerned what would -- would it look like from the front with the gym in the back, what

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you would see, how it would look.

The to-scale model made a great deal of difference. We were able to see that it was not going to be a problem. That is what we wanted you to do, to have a to-scale model because I think if you have a to-scale model, you would see that this is too much for the amount of property that is there. Thank you.

(Applause)

DIANE FRANKENBERGER: My name is Diane Frankenberger and I live in town, 310 Central, and I also have a business in town (unintelligible) hardware store 25 years ago.

I am for this project. I like all the changes that have been made, and I feel like all the people that voiced concerns all along, they needed to be voiced. And so what was something that when I first looked at it I thought -- I didn't think "yikes," but I thought it could've been improved. And so because of the concerns -- I'm sorry, I'm not supposed to talk to them. And so I think -- I beg your pardon.

And so I think because of the concerns good changes have been made. I know in my place of business I have 15 employees, and I try and get discernment from everybody. I don't have the answers. So all of us together hopefully come up with something

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good. But as soon as something is done, you always see something else that could've changed it.

I have found in my 71 years that nothing looks perfect under a microscope, and you can nit-pick a whole lot of things and, pretty soon, there's nothing left. It just sort of destroys you.

When I first moved onto Central Avenue from Richardson Avenue the only thing that went by were horse trailers and racing cars, and now there are 18-wheelers and loud noise. And if people were on the street using the kind of language that comes out of the cars on your radios, I like to think they'd be arrested.

But, you know, the village is gone. The village left as soon as the first Walmart came. And it changed the whole way that America shopped and what they did. I remember the Summerville of the sixties -- the dirt roads, the way it looked and smelled, and it was love at first sight for me.

We're a military family. We moved all over. And you know, what's gone is gone. But instead there's something new here. And we're not Charleston. That's why I moved to Summerville. It was always a friendly town to the military, and you had to go to church and the football games.

But now things are different, and if

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you've been to Florence or you've been to Lake City or you've been these other places -- Savannah, Washington D.C., Alexandria -- they're on a bigger scale, but hotels and boutique things that are different that are locally owned, that's where it is. That's survival of your small town.

And in order -- I mean, it's a struggle. 25 years, it's not easy to stay in business against Joann's and Walmart and all that. So you've got to do something different, and what we do is you can use our restrooms, customer service. Summerville is different. It's different. And you're not going to lose that as long as the people don't change. Your architecture can change.

My oldest son went to the naval academy and they built a new building there and I thought, "Yikes, what have they done?" But they used the same kind of stone. You just -- you can't build the Pine Forest Inn, and things just change.

You know, the store that I own, (unintelligible), I think is pretty ugly. I would love for it to be what it used to be, which was a -- well, it wasn't beautiful then, either, but it was a wooden building. And then they bricked it up, and then they stucco'd it up.

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I think they've done a good job because of you all and the folks there -- their concerns. And I love the colors. I can hardly wait. I walk past there. I cut through that property every single day, walk across the lot and through the tree line. And I just -- I cannot wait.

And does it need to be tweaked a little bit more? Well, it sounds like it. But it's going to be good. People have commented that tourists don't come to this town. We have a map in our hallway. You would be surprised at the tourists that come to this town, and they all say the same thing: You don't have to die to go to heaven. It's here.

MALE SPEAKER: Right.

DIANE FRANKENBERGER: It's here. And they want to stay downtown, and they want to shop downtown. And they don't want Charleston. They came to Summerville because they wanted to be in Summerville. And I've probably talked too long. But I want to say that I'm for it. I think y'all are doing a great job.

think together we can come up with something so perfect. And it should be that way, that everybody stands back and says, "Wow." But you know what? Things change, people come on your street, people -- oops. I mean, everything has changed. I saw somebody

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the other day with an earring that should not have had an earring on. It was not a woman. And I just thought, "What's the world coming to?" You know, I bought my cemetery plot and I'm good to go, and I just hope I live long enough to see this. So thank you all.

(Applause)

CHAIRMAN DIXON: Is that all?

MS. DREYER: Okay. That's it.

CHAIRMAN DIXON: That's all that signed up. Well, thank y'all for giving us your comments.

MALE SPEAKER: What are the -- if we go ahead with approval of this, what are the contingencies we talk about?

MS. DREYER: Well, it sounds like --

MALE SPEAKER: Provision of a wall segment.

MS. DREYER: A wall segment, and you want color boards by building.

MS. BURTON: I think we're still wanting to see the materials and the colors in a little bit more detail so that we can truly understand how they fit together and how they work together to create different pieces of this entire complex. And that there are some questions asked about -- you know, such as wanting more thought about some of the materials, specifically the

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Hardie, specifically that there be some additional I'll call it warming of the conference center, the execution of the north elevation at the residential buildings.

MALE SPEAKER: Balcony railings.

MS. BURTON: Balcony rails.

MALE SPEAKER: Certainly, when we look at brick, we want to look not just at the brick, per se, but the brick with whatever color border is going to be chosen. (unintelligible).

MS. BURTON: And, lastly, just about gutters and downspouts.

MALE SPEAKER: Yes, downspouts.

MS. BURTON: Where are they and what are the colors?

MR. KWIST: There are really so many things that still have to be addressed, and I -- I don't think -- I don't think it's particularly fair to ask us to make a vote with so many unknowns. And I'm holding out for the scale model. I don't know about the rest of you, but I want to see that scale model. There are so many unanswered questions. We don't know what this --

DR. PRICE: I would be happy (unintelligible) scale model.

MR. KWIST: Well, why can -- you asked for it back in October of last year. I don't remember

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ever waiving that request.
DR. PRICE: I don't either.
MS. COLTHRAN: Well, in defense of not having seen one yet, we still (unintelligible) asking for a lot of changes. I think we're close enough now that it would make sense.
MALE SPEAKER: Yeah.
MS. BURTON: But I guess (unintelligible), but I think the kinds of things that we're talking about is really just surface, texture, color as opposed to the intrinsic space and building parts. So allowing this group to have authorization to proceed so that they can start lining up some of their construction documents and work -- I think there's a huge amount that has to be done (unintelligible). It really is about the exterior materials and color. So I'm not convinced about that.
And I guess I -- my perspective about the model is that we used to use models because we couldn't get really good perspectives. They weren't, you know, always artisan fresh (unintelligible) accurate depictions of what a building could look like. And they couldn't show materials. They couldn't show colors. They couldn't show shadows. And so I quite appreciate the true street impression you get with this.

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MALE SPEAKER: What you can't see there is what's across the street from them.
MS. BURTON: Yeah.
MR. KWIST: And you can't see anything outside of these elevations. And to kind of preserve the integrity of the neighborhood, we have to know how this is going to blend with the rest of the neighborhood. This is like putting the blinders on. And we've got some great pictures here that show beautiful renderings, but it doesn't say how it relates to the surrounding buildings.
MS. BURTON: I guess I had thought that we had asked for many very significant design improvements, and that -- and that we had got those. And so I was -- I thought we had voted that we were satisfied with the basic massing and --
MR. KWIST: If that was done I don't remember it, Rachel, with all due respect. I really don't. Excuse me, but --
MS. COLTHRAN: My first real job after being a camp counselor was as a draftsman, and I was told at the time that I was good at it and it was because I could see what I was doing in black and white on paper. And everybody can't see that.
And Rachel, you can because you're an architect, but I appreciate that some people would like

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to see the scale model because they can't maybe see these drawings the same way that you and I do. (unintelligible due to side conversations of board members) involve for the architect.
MS. BURTON: Would it work for you, John -- I mean, you're worried about how it fits into the neighborhood. And you're right, they have turned the perspective so we're looking at the building. Would it suit you if the perspective was looking down the street so you could see it within a street context? Like, would that satisfy (unintelligible)?
MR. KWIST: On all four sides, yeah. You know, there's the Lutheran Church over here. There's the YMCA over here. There's the gift shops on the other side of Cedar Street. You don't see any of this in the context of the neighborhood. It's just a standalone project.
And these are great architects. They've done a good job, I think, on the hotel. Personally, I don't like the residential part too much, particularly the roof line. That's the primary complaint that I have there -- and the mass of those two things conjoined at the hip, if you will. They should've been separated from the get-go, but I didn't get that and I didn't get the (unintelligible) either.

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MS. BURTON: Like, how did you feel when they showed us the elevations (unintelligible)?
MALE SPEAKER: (unintelligible).
MR. KWIST: How does the rest of the board feel about it? I'd just like a model that shows the -- this project in context with the surrounding neighborhood. Pictures, no, I don't (unintelligible).
MS. COLTHRAN: I think a good picture from street level showing the perspective down the street, to me, is -- it gives you more a feeling of reality than the helicopter view, looking down on -- which is what you do with a scale model. You're looking down on it.
MR. KWIST: Well --
(Unintelligible simultaneous speaking)
CHAIRMAN DIXON: (unintelligible) we have approved the building across the street that they haven't built, and so we can't require them to show how that would be.
MALE SPEAKER: Which building is that?
CHAIRMAN DIXON: The YMCA. We gave them approval for building a building there which they have not built yet. And --
MALE SPEAKER: Oh, yeah. Mr. Willie Store (ph). Yeah.
CHAIRMAN DIXON: And that needs to be

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(unintelligible).
MALE SPEAKER: It's a playground now.
CHAIRMAN DIXON: But there's approval for a building, and we can't ask these people to reconstruct what they're supposed to be putting there, which would give you a much better perspective of --
MALE SPEAKER: Yeah, but Rush Dixon still has that elevation. It's pretty much replicated what was there before, and that is the Rush Dixon project. And I remember when they wanted to tear that building down and this pressing need for office space for the Y. And what they put there instead is a playground.
CHAIRMAN DIXON: Well, that's always --
MALE SPEAKER: I wasn't on the board then, by the way.
CHAIRMAN DIXON: No, but I'm saying that's --
MALE SPEAKER: Yeah.
CHAIRMAN DIXON: -- (unintelligible).
MALE SPEAKER: Well, it's just a project of this scale -- of this size and scale that is deserving of a model. I don't think individual small buildings ought to necessarily have to build a model, but this I think is deserving of --
CHAIRMAN DIXON: No, but I'm saying if

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you want to see what the -- what it's going to look like with all the surrounding buildings, you're missing the other building right now that is going to be built next year.
MALE SPEAKER: I'm talking -- I thought we were going to get it and we still don't have it, so that's all I'm hanging my hat on, so --
FEMALE SPEAKER: If I can remind the Board that even though y'all had mentioned about it at previous meetings it was not mentioned again. And y'all (unintelligible) preliminary approval (unintelligible) January. The understanding was they were coming back tonight seeking final approval. I think --
MR. KWIST: Well, they won't get it --
FEMALE SPEAKER: (unintelligible).
MR. KWIST: Well, I can't --
FEMALE SPEAKER: (unintelligible).
MR. KWIST: Yeah, I hear you, but just because it wasn't mentioned again, that's not forgiveness.
(Unintelligible simultaneous speaking)
MS. BURTON: Did you write down what I started with?
FEMALE SPEAKER: Materials and colors by building, brick with mortar, warming of conference

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center, north elevation, residential building, the balcony railings, and downspouts.
MS. BURTON: So I move that we give them conditional final approval so that they can proceed with their, you know, basic drawings, and that we would like to have further review about exterior skin with materials and colors so that we can make our final approvals with (unintelligible) documentation (unintelligible).
MS. COLTHRAN: I second.
FEMALE SPEAKER: Okay.
CHAIRMAN DIXON: David?
DR. PRICE: I agree with that.
CHAIRMAN DIXON: Rachel, you made it so you'll (unintelligible). John?
MR. KWIST: I vote no.
CHAIRMAN DIXON: And I vote yes. All right.
MS. DREYER: So moved.
CHAIRMAN DIXON: So moved. (unintelligible) applicant --
ARTHUR APPLEGATE: Yes, sir.
CHAIRMAN DIXON: -- we do have some things we do want to look at. Within reason, I'll call a special meeting so that you can see at any time -- so that we can look at the items that she put in the motion,

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so you don't have to wait for another month.
MS. DREYER: Well, they might.
CHAIRMAN DIXON: Well, I mean, unless you want to.
MS. DREYER: I mean, it's --
CHAIRMAN DIXON: All right.
ARTHUR APPLEGATE: We'll be happy to present materials to you as soon as the architects can pull those together.
CHAIRMAN DIXON: That's what I said. I think it's going to take you a whole month to do it.
ARTHUR APPLEGATE: Yeah (unintelligible) we'll get better samples.
CHAIRMAN DIXON: Remember we have lives too, so --
ARTHUR APPLEGATE: Right.
CHAIRMAN DIXON: -- give us a chance to --
ARTHUR APPLEGATE: We'll (unintelligible).
CHAIRMAN DIXON: Okay. Thank you, sir.
ARTHUR APPLEGATE: Thank you, sir.
CHAIRMAN DIXON: Appreciate it.
(WHEREIN, the requested portion of the audio to be transcribed was concluded.)

CERTIFICATE OF NOTARY PUBLIC

STATE OF MISSOURI

I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

_____

Sherri L. Jolley

BOARD OF ARCHITECTURAL REVIEW MINUTES

SPECIAL MEETING, MONDAY, MAY 11, 2015

TOWN HALL ANNEX -- COUNCIL CHAMBERS

IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE

MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:	STAFF PRESENT:
Phil Dixon, Chairman	Madelyn Robinson, Planning Dept.
Jeff Bowers	Rich Palmer, Building Dept.
Rachel Burton	Lucy Dreyer, Board Secretary
Cecile Colthran	
Beth Huggins	
John Kwist	
David Price	

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Due to the quality of the recorded media, portions were unable to be transcribed. The transcript may also include misinterpreted words. The transcriber was not present at the time of the recording; therefore, this transcript should not be considered verbatim.

AUDIO RECORDING WAS TRANSCRIBED BY:

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T R A N S C R I P T I O N

CHAIRMAN DIXON: For those of y'all that were here at the last meeting in -- not May but in April, we gave conditional final approval on this project. There were five conditions that we wanted more information about. They were color, materials, sample boards to be submitted by building. This include brick and with mortar color and window detail.

The conference center, more welcoming, warmer details to be added. North elevation of the residential units, revise design to more closely replicate the Richardson Avenue appearance. Design details for all railings to be used. The downspouts to be added to the drawings. And this is what this meeting is for, is to review what the (unintelligible) and the developer have brought us concerning those five items.

And we're going to let him make his presentation to us, and after that if you have any comments that you'd like to make having to do with one of these five items we'll appreciate your coming up and signing in and then we'll let you speak.

Okay. Sir?

ARTHUR APPLEGATE: I'm just going to turn it over to the architects to address each of the five points that the Board raised, so --

JOSH GOOD: Hi. I'm Josh Good of Goff D'Antonio Associates, the architects. Like the chairman said, we had the five points from the last meeting that we'll address, not necessarily in order but we'll cover them all. And if you have any questions feel free to ask them along the way. (unintelligible) materials, we'll grab them, you can look at them up close, and we'll go from there.

We felt that one of the major points you guys brought up was on the residential building, particularly on the north elevation, the elevation (unintelligible) center. Those elevations seem to be a little less detailed and less attractive than the West Richardson elevation was (unintelligible) windows.

And one comment that was made was that they felt there was too much brick on the face of the building, the first floor level, and to look at residing the (unintelligible) brick on that elevation, take it down a little bit so it wasn't dominant at the ground plane; and then also to look at (unintelligible) one level or two levels.

So looking at your elevation pages you have in front of you, we've revised the elevations facing the neighborhood side and the dimensions (unintelligible) to better reflect the details that are

on the West Richardson elevation.

We've completely eliminated the second siding color, that green color. That (unintelligible) anybody. In a lot of instances where that color had occurred, we replaced it with the brick material that went up three stories.

So a lot of the elevations on the two sides now better reflect the -- kind of the rhythm and pattern of brick that's used on West Richardson to help tie those elevations together and give the people that are facing those elevations a more attractive view of the building.

The second major issue on the residential building was the lack of gutters and downspouts as shown on the previous elevations. So, again, on the elevations in front of you, we located all the downspouts and down-leaders on the residential building. And in most instances they're located in corners of buildings, so they're as hidden as possible and kind of get tucked away into the crevices of the building.

And those gutters are going to be a half round aluminum gutter, and the downspouts will be a full round aluminum downspout, which is typically seen in historical buildings around Summerville and the greater

Charleston area. And those gutters and downspouts we painted an off-white color to match the trim of the siding and trim on those elevations.

Other than that, the -- as far as materials go on the residential (unintelligible) building, we've refined (unintelligible). Again, we eliminated that third -- or second siding color. Now we just have the one trim color and the one siding color, as well as the darker cement board color for the residential entry off of West Richardson.

So the board on the table in front of you has those colors. And we've also included samples of the thicker cement board siding, which was brought up at the last meeting about whether it's appropriate in the downtown historic district of Summerville or if it would be better to use a typical wooden siding with (unintelligible) shadow line.

So the two samples we brought with us today are the Artisan panel by Hardie and then a competitor's product which also has the same thickness of (unintelligible) to either half-inch or five-eighths inch reveal with a full inch and a half inch (unintelligible) side which is replicant of lumber construction, so you get the same shadow line as you do with wood siding but you don't have to worry about the

maintenance. And it still has a nice, smooth finish with -- you can see the strokes to help, you know, still tie it into the wood siding idea.

And the two samples we have here, these are the actual siding and trim colors that we're proposing to use on the building, so an off-white -- arctic white for the trim and a light mist for the body, which is kind of a bluish-gray color.

MS. BURTON: So is that the competitive product?

JOSH GOOD: This is the competitor to E-Artisan. Yes.

MS. BURTON: And then that is Artisan?

MS. COLTHRAN: If we can see it maybe --

JOSH GOOD: This is a little easier to pass around. But you get a full --

MALE SPEAKER: Is that what you're going to use?

JOSH GOOD: One or the other. Right now, like, a lot of the materials we're proposing, they are (unintelligible) because the contractor is still going through intense pricing on this project. But we want the quality to be there, but a lot of different manufacturers offer the same product, same profiles. So until we get solid numbers back, we're pretty much

(unintelligible) equal --

But, again, you can see the quality of the material. I mean, it's a full inch and a half by three and a half inch trim and a full five-eighths inch siding. So you get a really deep shadow line. And this product has been used extensively downtown, and most of the new residential houses that we build in the east side and (unintelligible). So it's not foreign to historic districts here in Charleston.

MS. BURTON: Can I just clarify? That product, are you saying this is the same paint color or this is the exact same profile and product?

JOSH GOOD: It is the same paint color. The (unintelligible) product is a half-inch-thick siding and a one-inch-thick trim, but you can shim out the trim and gain your inch and a half, or we could use a combination of the Artisan trim to get the inch and a half because we want the (unintelligible) trim. We don't want it to be proud trim boards.

MS. BURTON: Right.

JOSH GOOD: So we either use -- we would either use actual lumber trim to get our dimension or we'd use the Artisan trim (unintelligible) or vice versa. But we feel like the half inch versus five inch profile -- I mean, both are very handsome products and I think the

shadow line is very similar on either one. So until we get, like, a solid pricing, I think both of those -- from our viewpoint, both of those are on the table. They're both a lot better than the five-sixteenth-inch typical cement siding that you see.

MS. BURTON: Okay.

JOSH GOOD: Yeah. So the profile to the left is the -- this will be the condition we have along the building where the siding dives into the trim board. It is not proud of it. And, again, these are the proposed colors that (unintelligible) siding, whether it be (unintelligible) finish or (unintelligible) paint.

Back to the gutters and downspouts, the residential building is the only building that will have exposed gutters and down-leaders. The hotel and convention center and parking garage are all internal roof drains that go down to the storm water system (unintelligible) exposed. So I think that's going to ease some people's minds about the look of those elements on the building.

MALE SPEAKER: Did you say that the downspouts are round or rectangle?

JOSH GOOD: Round.

MALE SPEAKER: They're round?

JOSH GOOD: Uh-huh.

MALE SPEAKER: And you said aluminum?

JOSH GOOD: Aluminum. Yes. And we're open -- I mean, we're open to -- obviously, we're open to suggestions from the board if there's a problem with these materials. Like I said, we still plan on building sample panels on-site at the time of construction to get approval of all materials and colors, which is typically what we do on downtown projects of this scale, you know, so you don't get shocked at what we actually select on the building. So you get to see a full-size mock-up of the wall, so any -- if there's any doubt on the paint and materials, it can be solved at that point.

Another one of the five points was details of the railings that will be used around the building, whether it be on the residential component, on the hotel balconies, or on the convention center.

The idea of the railing in the residential component is to -- (unintelligible) residential neighborhood context where you'd see a typical heavy wood railing with a nice substantial top rail where you can grab onto it or take a drink onto it, a nice profile, you know, inch-wide banisters.

So what we're trying to do with that is to replicate the wood pillar, but using materials that will stand up to a -- you know, a 27-unit development

(unintelligible) a lot of maintenance. So we're proposing either aluminum railing or a composite railing. We've included both samples, and there's multiple manufacturers of either type that would include profiles similar to this.

So, again, these samples represent the profile we're going for, not necessarily manufacturer. And there's a lot of different manufacturers that offer the same or similar profiles. But this is the direction we're headed in as far as the -- again, the quality material and the way it feels when you put your hand on it and the way it looks from the street.

MS. BURTON: Are there any instances where we actually will have newel posts, or are we only looking at the railing?

JOSH GOOD: There are many instances with newel posts. This railing will span about eight feet --

MS. BURTON: Okay.

JOSH GOOD: -- without posts. So our balconies, anywhere where we're less than eight feet, will have newel posts.

MS. BURTON: Okay.

JOSH GOOD: And worst case scenario it should be just one center post along these balconies.

MS. BURTON: Okay.

MR. KWIST: That's no posts or newel posts?

FEMALE SPEAKER: Newel.

MS. BURTON: I was asking -- like, I didn't see newel posts on the drawings, but they're so prominent in the display that I was wanting to just clarify what were we looking at. Was it just the handrail part or was it the whole system?

JOSH GOOD: It would be the whole system, where the posts apply. So, like, in this instance, if that deck is, you know, ten feet wide there would be one center post of this dimension, but the --

MS. BURTON: Okay.

JOSH GOOD: -- but the railing would dive into our columns here.

MS. BURTON: Okay.

JOSH GOOD: There would be no post beside the column.

MS. BURTON: Okay.

JOSH GOOD: So it would replicate the traditional wooden rail structure.

MS. BURTON: Okay.

JOSH GOOD: And that goes for either the composite material or for the aluminum material. The

aluminum material does have a slighter post. It's a -- you know, like a three-by-three versus a --

MS. BURTON: Could you just turn it a little bit so I can --

MS. COLTHRAN: You're asking about the newel.

MS. BURTON: Yeah.

MALE SPEAKER: (unintelligible) cover.

JOSH GOOD: So we have --

MALE SPEAKER: So that's the material that's wrapped around -- aluminum?

JOSH GOOD: This is -- this is all aluminum (unintelligible) inside of the hollow section to allow this (unintelligible) distance.

MALE SPEAKER: Okay. But what's the construction of that?

JOSH GOOD: This is actually a resin construction, so it's all like manmade material, composite material.

MALE SPEAKER: Even the inside?

JOSH GOOD: Even the inside. Yes, sir.

MALE SPEAKER: Okay.

MS. BURTON: So on this particular one we can see a little bracket where it's attached to this post, and this does not have a little bracket.

JOSH GOOD: Right. And that's the downfall of the aluminum, is you have to have the brackets where it attaches, whereas with the composite you cut through the material and attach it into the structural member. But we would have all hidden fasteners with the aluminum system, so instead of everywhere you're picketed you won't see a screw. It would be, you know, all hidden fasteners.

So, again, you know, the -- this profile here -- the advantages of the composite are -- with the white color, it's a matte white whereas with the aluminum railing -- we're using white railings on this project, again, to better relate to the neighborhood design. We have white trim, the light siding, white railings, the light colored roof. When you use aluminum railing, like, the white has to be a gloss white, similar to what is shown in that sample there.

DR. PRICE: On the balconies on the hotel portion, those balconies, I got the impression, those are going to be some semblance of iron rails?

JOSH GOOD: That's correct. The balconies on the hotel are welded iron, similar to a wrought iron balcony. And the color for that would be this dark bronze, (unintelligible) bronze. So we didn't want to go with a complete black railing. We wanted to

give a little bit of hue to it (unintelligible).

MALE SPEAKER: Do you have a profile design of that one?

JOSH GOOD: We're doing it -- we don't have it in the packet. We're doing a simple just -- it's a 42-inch-high guard with a single top straight rail, then a six-inch gap, another straight rail, and then vertical pickets without all those fancy detail that you see a lot of times. So just a real simple -- and the pickets are a three-quarter to an inch in diameter.

MALE SPEAKER: Again, it's all welded steel?

JOSH GOOD: So, again, with the railing -- like I said, we're going for approval of the direction of the profile, not necessarily either one of these manufacturers.

MALE SPEAKER: Now, when you use that composite product, is that the same product that would be used on the columns?

JOSH GOOD: No. We're proposing the columns to be like a typical wood frame, two-by-four frame wrapped in sheathing, and then wrapped with a fiber cement board -- a smooth fiber cement board, painted to match the trim color. So that column then would be (unintelligible) go through that and not into the

structure of the columns versus doing a manufactured off-the-shelf column.

MALE SPEAKER: What size are the columns? I assume --

JOSH GOOD: They're square and they're 14-by-14 --

MS. BURTON: So how --

JOSH GOOD: -- with a five-inch treatment base and a three-inch treatment at the top.

MS. BURTON: So how do you finish the edges so that you don't see the edge of the panel, like the --

JOSH GOOD: Yeah. With fiber cement it's not -- it's hard to miter corners to get a clean edge, so a lot of times you'll actually -- you know, you'll make an intentional (unintelligible) edge. So instead of trying to do a flush condition, you'll overhang the edge like an eighth of an inch to make it look intentional.

MS. BURTON: So that's what you're going to do on these columns --

JOSH GOOD: Yeah.

MS. BURTON: -- like, have the front face perhaps over -- extend over your side faces?

JOSH GOOD: Yeah. So from the street you'd see a flat edge, and then, you know -- from straight

on you'd see a flat edge and then from the other direction you might see the profile stick out a little bit.

(Unintelligible simultaneous speaking)

MR. KWIST: It sounds like that's an opportunity for those little -- little chips to form in the overhang part.

JOSH GOOD: We can look at doing, you know, column covers if that's not acceptable to the Board. You know, they make products out there -- we can still frame it conventionally and do a column cover, or we can, again, do an off-the-shelf column that doesn't have that issue.

MS. BURTON: I mean, one of the disadvantages of that product is just as you've noted, that the corner condition is really difficult to do. So I'd be worried if you had a delivered offset that you could easily have a corner that chips, and this is just a fiber product. And, secondly, it's actually so skinny that the little overhang isn't like when you've got, you know, a beam condition and --

JOSH GOOD: Right.

MS. BURTON: -- the side pieces come down and it's recessed, you know, that has enough beef in it that it looks -- it looks like it was intentional and that there's some -- I don't know -- some aesthetic

and some rigidity to it. So I wouldn't support your column ones. And I've tried to do them, and they don't turn out very well and I've been disappointed in the end product. I feel like they just -- like you just can't get the corners looking nice enough --

JOSH GOOD: Right.

MS. BURTON: -- to make it work.

DR. PRICE: It's also an opportunity for water (unintelligible) to that joint. The caulking (unintelligible).

JOSH GOOD: Right.

MS. BURTON: Yeah.

DR. PRICE: It becomes a maintenance problem.

MALE SPEAKER: If you could turn that corner post there into a column, which I imagine they probably make --

JOSH GOOD: Yes. This could be offered as the material -- in larger gauges and thicknesses.

MS. BURTON: Yeah.

MALE SPEAKER: Would that end up working --

MS. BURTON: I mean, there's a number of different ways you could do it. I mean, that's one way. But even if you chose a traditional, you know, wood

product, like a built-up column -- I know that there's maintenance issues on that, multiplied by 27 units, but, you know, you can sand and fill and caulk and end up with, like, a nice-looking column. And I -- and, truthfully, like, I really have tried on some of my projects to use Hardie because of not wanting to use wood for maintenance.

JOSH GOOD: Right.

MS. BURTON: And it has not been successful, so I honestly couldn't support that.

JOSH GOOD: That's fine. (unintelligible) developer here, but if that's an issue that's going to hold up an approval, I think that's something that we could out the details to match -- to do away with the fiber cement columns and use some that will meet your approval. And then maybe on the sample panel, on-site, have that be approved --

MS. BURTON: Yeah.

JOSH GOOD: -- you know, on-site. We can do a little more traditional construction because --

MR. KWIST: I think that would be satisfactory to me.

MS. BURTON: Yeah.

JOSH GOOD: Yeah. Like, honestly, we don't want to hold up the approvals based upon material that we show here that's not acceptable. You know, we're

flexible in our choices --

MS. BURTON: Yeah.

JOSH GOOD: -- in order to get something that's acceptable to everybody here tonight.

MS. BURTON: Yeah.

JOSH GOOD: We want to do what's best for this project for Summerville, so if that's a quality issue for you, then we'll be more flexible to make that work for everybody involved.

Yeah. So like I said, the balcony railings on the hotel we're using the iron. That about covered the residential building. Again --

MS. BURTON: Would it be best if we took each building one at a time and made our comments, instead of trying to -- is that what we --

MS. COLTHRAN: I have a question. The new elevation showed where the dumpsters are -- the south elevation. Well, no, from Cedar Street. The elevation does not show the fact that the condo units will be seen down the driveway. It just shows the hotel. But these -- those will be seen down the driveway from the street. So I want to know about the materials that are there, including the dumpster surround (unintelligible).

JOSH GOOD: Okay. Yeah, the dumpster surround will be a masonry wall, a brick wall to match

the brick that's used in the base of the building. And that wall will be about eight feet tall, completely concealed -- the dumpsters that are behind it. And then there will be a gate in between the dumpsters of a -- there will be a steel frame, like a stained wooden slat gate to make it a nice --

MS. COLTHRAN: Facing which way?

JOSH GOOD: It will be facing the driveway. So this drawing is actually incorrect with that.

MS. COLTHRAN: Yeah. It's kind of sideways.

JOSH GOOD: Oh, no. That one is correct. That is correct.

MS. COLTHRAN: That one is?

JOSH GOOD: Yeah. So the dumpster enclosure (unintelligible) and the two gates are right here.

MS. COLTHRAN: So the gate would be facing --

JOSH GOOD: They would be facing (unintelligible).

MS. COLTHRAN: And you'll be able to see through? You said --

JOSH GOOD: No. It will be like a --

kind of like a shadow line fence where there's --

MALE SPEAKER: You've got (unintelligible) proposed elevation on the west side. (unintelligible due to papers rustling in microphone).

MS. BURTON: Where's the dumpster?

MS. DREYER: I have no idea.

(Unintelligible simultaneous speaking)

MS. DREYER: Here it is. See this --

FEMALE SPEAKER: Yeah.

MS. COLTHRAN: I was looking at it because I'm concerned about the visual aspect from the entrance to --

ARTHUR APPLEGATE: Right.

MS. COLTHRAN: -- to the event center. I refuse to call it convention -- the event center. And -- because that's where people will not only be coming in but they'll also be going around that side of the building to go use the garden area (unintelligible due to papers rustling in microphone). So that is a concern (unintelligible) appearance.

ARTHUR APPLEGATE: Well, this is -- this is how -- this is turned 90 degrees. So you've got the brick wall here.

MS. COLTHRAN: (unintelligible).

ARTHUR APPLEGATE: So this is going to

be what you see looking down the driveway driving into the hotel.

JOSH GOOD: Yeah. We don't -- we don't -- like, when the door is closed, there will be no view into the dumpster area. There will be like a solid gate with the same, like, wood stain that's used elsewhere on the front of buildings.

MS. COLTHRAN: Good.

MS. HUGGINS: I have a quick question. I like the use of the brick on the second and third floors here, and the detail you've given those (unintelligible due to papers rustling in microphone) windows. And I'm wondering why the brick (unintelligible).

JOSH GOOD: That was a comment made -- I can't remember which woman made the comment about the height of the brick on the first floor. They thought it was out of scale with the rest of the (unintelligible).

MS. HUGGINS: Yeah. I wasn't here at the last meeting, so maybe I missed that.

JOSH GOOD: Yeah. (unintelligible) elsewhere as well (unintelligible).

MS. HUGGINS: Yeah, right here?

JOSH GOOD: Yes.

MS. HUGGINS: Yeah.

JOSH GOOD: We've gone with the brick

down, because the back of the site slopes pretty badly from, like, three feet (unintelligible) corner. So when you're down here, you're looking at -- you know, you'd be looking at like 14 feet of brick, so --

FEMALE SPEAKER: Right.

MS. COLTHRAN: Which one are you on, Beth?

MALE SPEAKER: Where are you?

MALE SPEAKER: She was talking about --

MS. DREYER: The north elevation.

MS. COLTHRAN: The west?

MALE SPEAKER: This right there.

MS. HUGGINS: Well, actually --

MS. DREYER: Oh.

MS. HUGGINS: (unintelligible) ties to the west elevation --

MS. DREYER: Oh, west elevation.

MS. HUGGINS: -- and the north elevation.

MS. DREYER: Oh.

MS. HUGGINS: (unintelligible) brick (unintelligible) back of the building (unintelligible).

MALE SPEAKER: Yeah. The comment was that it was more (unintelligible due to papers rustling in microphone) siding. (unintelligible).

MALE SPEAKER: (unintelligible).

FEMALE SPEAKER: Yeah.

MALE SPEAKER: (unintelligible).

FEMALE SPEAKER: (unintelligible).

JOSH GOOD: There is a -- if you look at the landscape plan, there's extensive plantings in the buffers, though, along that north elevation. So it's a pretty slight setback. So the visibility of that elevation from the street (unintelligible) those plants reach maturity, like the other shrubs and everything. And we also (unintelligible) up against the building to help soften that edge.

MALE SPEAKER: What is your experience with that kind of composite material, Rachel?

MS. BURTON: The white one?

MALE SPEAKER: Yeah.

MS. BURTON: Oh, good.

MALE SPEAKER: Good?

MS. BURTON: Yeah. Yeah. I have a question for you about the north elevation. Is this in the same plane where you've got the brick here and this siding? Is this still one plane?

JOSH GOOD: No. This steps back about one foot.

MS. BURTON: Okay. I couldn't tell on

your plan.

JOSH GOOD: Yeah.

MS. BURTON: And there wasn't a shadow line, so I -- so this is proud. This goes back. This steps back further, and then comes out, comes out?

JOSH GOOD: Yes.

MS. BURTON: Okay. And does this brick go in on the side here?

JOSH GOOD: It returns back to the side. Yes.

MS. BURTON: Okay.

MS. COLTHRAN: I have a question, too, about the color of the downspouts. I always think that it's much more attractive if they're the same color as the material that's behind them, because then they don't become an architectural feature. I wasn't crazy about the one that's in front of the column here on the north elevation, but now that you've described the half round --

MS. BURTON: Yeah.

MS. COLTHRAN: Do you think that will be -- look all right?

MS. BURTON: I think it will, honestly. Yeah.

MS. COLTHRAN: I like the columns.

MS. BURTON: And I -- and I --

MS. COLTHRAN: And we want to cover them up with a downspout.

MS. BURTON: And I do like these going down the center. I think that works.

MS. COLTHRAN: Uh-huh. But I would like to see them not become --

JOSH GOOD: Right.

MS. COLTHRAN: -- white lines.

JOSH GOOD: We agree. We don't want them to be --

MS. COLTHRAN: Right.

JOSH GOOD: -- the --

MALE SPEAKER: (unintelligible).

JOSH GOOD: -- (unintelligible) to the building. Exactly.

(Unintelligible simultaneous speaking)

MS. COLTHRAN: Paint them the color that is --

MS. BURTON: But the ones on the columns will be white, right?

MS. COLTHRAN: Yeah.

JOSH GOOD: Yeah. And if they're up against, like, a trim board, we see that as being white as well.

MS. BURTON: Yeah. Yeah.

MS. COLTHRAN: And that makes sense.

JOSH GOOD: Like I said, in most cases, we try to locate them, you know, where they don't stick out like a sore thumb, so they're tucked away in corners and they're up against the building at all times. They never are hanging off the building by a foot. You know, they're up against it.

MS. BURTON: Okay. Well, I do have one other comment to make. I mean, you're showing, for example, three different railings. And there are significant differences between it. So I'm a little -- I'm just asking for clarification, when you're asking for direction and how you're proceeding, because they're so different, are we just -- are you asking for us to say any of these three are totally fine with us, or are you specifically -- or if we have an issue that (unintelligible) we are going to say, I don't mind either of these one or two or three, or I only want one?

JOSH GOOD: Yeah. We're fine with all three. We were kind of hoping to get some clearer direction from you all --

MS. BURTON: Okay.

JOSH GOOD: -- because they are so different.

MALE SPEAKER: When you say all three, you're talking about --

JOSH GOOD: The white one on the end --

MS. BURTON: That one.

JOSH GOOD: -- which is aluminum, versus -- so that's a simple aluminum profile, you know, whereas here we have a more detailed profile, and here we have a larger profile that's a little more representative of a wood profile.

MS. BURTON: Yeah.

JOSH GOOD: And we feel all three would look fine on the building, but if there's a --

MS. BURTON: Okay.

JOSH GOOD: Again, we didn't want to have an issue with if we only showed one profile and you hated it, you know, saying, this is not acceptable. And --

MS. BURTON: Yeah.

JOSH GOOD: Like I said --

MALE SPEAKER: Well, I prefer the one that's now on the ground.

MS. COLTHRAN: So do I.

MALE SPEAKER: Yeah.

MALE SPEAKER: It looks --

MS. COLTHRAN: I think

(unintelligible).

MALE SPEAKER: -- much closer to what we -- that one looks terrible.

MS. COLTHRAN: Would you hold it up so that we can see it better?

JOSH GOOD: Sure.

MS. DREYER: So that's considered the composite one?

JOSH GOOD: This is the composite. Yeah.

MS. BURTON: Yeah.

JOSH GOOD: And, like, in this instance, it's made out of resin, but there's other manufacturers with very similar profiles. And, actually, you can see in the pictures above here, the top rail comes in multiple profiles as well that are all very representative of residential-type railings where you could set a drink up there if you wanted to or whatnot.

MS. BURTON: Yeah. I mean, I prefer this --

JOSH GOOD: Yeah. I like the rounded top.

MS. BURTON: -- because it's just beefier -

JOSH GOOD: Yeah.

MS. BURTON: -- and because you don't get the little bracket. And this with the shiny paint is, I think, the wrong direction that we need to go. I think that the finish of this is better. So those issues about the visibility of the brackets holding them, I think, is -- would be, like, where I would suggest that we would go. And I like these just because it had thicker pickets and a little more detail than these with the narrow pickets.

And I understand the hotel with the different kind of look. I think that's appropriate. But I think on the residential part we kind of want the -- the one that looks most like the traditional railing.

MALE SPEAKER: That's got lots of detail.

MS. BURTON: Yeah. And I -- it's not -- I mean, I'm -- any of the caps or the -- you know, the bottom rails, I don't -- I mean, I don't mind any of them. But I think that that issue -- that quality of appearance is my favorite.

ARTHUR APPLEGATE: Likewise.

MALE SPEAKER: The columns themselves, do they have any kind of details on the corners? I mean, I know you talked -- we talked about the covering before, but the (unintelligible) at the bottoms and the capsules,

tell me again what those are.

JOSH GOOD: We're just doing flat trim, like a three and a half inch at the top and a five and a half inch by --

MALE SPEAKER: With a band around it?

JOSH GOOD: -- with a band around.

MALE SPEAKER: If they used that corner post there as their column --

JOSH GOOD: We could put a molding at the top and bottom as well.

MALE SPEAKER: (unintelligible).

MS. BURTON: Yeah.

MALE SPEAKER: You've got a built-in -- you've got a built-in capsule on that already.

MR. KWIST: What you're describing sounds kind of makeshift, and I took the liberty of photographing something in Mount Pleasant that shows exactly what you're talking about, and this (unintelligible) apartment buildings on Coleman Boulevard.

I would prefer to see in terms of those columns something more decorative, something a little bit more appropriate in style. And, also, as far as the gutters and downspouts go, I think if you are going to call these luxury condominiums they ought to be copper.

Aluminum is an inexpensive way to go.

JOSH GOOD: It is, but it's seen -- I mean, it's a very common material in any historic district around here. And, honestly, copper is -- it's -- I don't want to sound defensive or unmanageable here, but it's just not within the budget of these projects. And they're not luxury condominiums. I mean, they're selling for, you know, 180 a square foot. So they're not (unintelligible).

MR. KWIST: The trouble with the aluminum, it gets damaged so easily -- if somebody puts a ladder up to it, if somebody comes by with a two-by-four and accidentally swings it around. It just doesn't resonate permanence at all or high-end. And I think if you want to build these as luxury condos you ought to put some extra money on the exterior.

CHAIRMAN DIXON: (unintelligible) something else.

MS. BURTON: I -- I'm willing to let John's comments stand without necessarily supporting or not supporting it. I mean, I do like copper, obviously. I had --

MR. KWIST: I couldn't hear what you said.

MS. BURTON: I said I'm not going to

either say yes, that to me that's either mandatory or not. I mean, I accept your comment that copper is a very nice material and that it looks great and it's --

MR. KWIST: Luxury versus non-luxury.

MS. BURTON: Yeah. Yeah.

MR. KWIST: And I've seen the sign for sale out there, these are luxury condominiums.

MS. BURTON: Yeah.

MR. KWIST: I just don't think aluminum reads luxury.

MS. BURTON: Yeah. I had just -- I'm fine with the aluminum given that they're round downspouts, not the rectangular profile.

(Unintelligible simultaneous speaking)

MR. KWIST: (unintelligible) on your north elevation (unintelligible due to side conversations of board members). The proposed one doesn't have a downspout (unintelligible). Is that just an oversight on your part?

JOSH GOOD: It's either an oversight or it's located on this elevation over here, facing the event center.

MR. KWIST: Put downspout on there.

(Unintelligible simultaneous speaking)

MR. KWIST: See, on the left end you show

--

JOSH GOOD: That is --

MR. KWIST: On the left end -- see this --

JOSH GOOD: That wall right there is facing the event center, so it might be on that -- that downspout might be on the other --

MR. KWIST: (unintelligible).

JOSH GOOD: -- elevation. Here, this is --

MALE SPEAKER: (unintelligible).

MALE SPEAKER: That's what it says.

JOSH GOOD: That wall is --

MR. KWIST: I see downspouts everywhere, but I don't see one here.

JOSH GOOD: Right. But that wall is in the other plane (unintelligible).

MALE SPEAKER: (unintelligible).

JOSH GOOD: That's one of the problems with elevations. They read flat so you can't tell the -- you know, that wall is 15 -- or I'm not sure of the distance, but that wall is substantially back from that --

MR. KWIST: There's a lot of roof showing. What is the roof material?

JOSH GOOD: It's a aluminum roof -- (unintelligible) aluminum roof with an inch and a half standing seam with the typical vents and profile on the seam.

MS. BURTON: And this is the color of the roof?

JOSH GOOD: That's the color of it. Yes.

MR. KWIST: Did I misunderstand -- at the last meeting I thought we were going to see a sample wall today?

JOSH GOOD: Oh, that will be -- the sample wall --

MS. DREYER: Oh, that's during construction.

JOSH GOOD: The wall will be built during construction.

MS. DREYER: Yeah.

MR. KWIST: During construction?

JOSH GOOD: Yeah.

MR. KWIST: Oh, I thought that was going to be in lieu of a model.

MS. DREYER: No.

MR. KWIST: I thought that's what was said, that if we get a sample wall we'll forego the model.

JOSH GOOD: Well, I mean, essentially (unintelligible) elements together. We brought them in. We brought the house here.

MR. KWIST: (unintelligible).

MALE SPEAKER: This is the true color?

JOSH GOOD: That's the true color. That's the siding color, and that's the color --

MS. BURTON: Can you --

JOSH GOOD: -- of the siding at the entrance on East -- West Richardson --

MS. BURTON: Can you --

JOSH GOOD: -- between the hotel and the residential.

MS. BURTON: Can you tell me what exposure you're looking at on the siding?

JOSH GOOD: An eight-inch. Well, we're using an eight-inch, so it will be like a seven-inch exposure.

MS. BURTON: Okay. And I also just wanted to note the two different siding pieces that you showed us. I do appreciate that if you fir out the corner boards of the niche that you can have the corner boards stand out so it's not flush with the siding itself.

JOSH GOOD: Right.

MS. BURTON: However, to me, the

decrease of that profile depth in the siding itself is pretty significant.

JOSH GOOD: The eighth of an inch?

MS. BURTON: Yeah. It's -- and what I'm -- what I -- I think it looks significant, and I think you get different shadow lines. I mean, I'm prepared to, you know, suspend comment until I actually see it built and, you know, I can see something a bit bigger than just a tiny little sample. But my impression is that the deeper shadow lines is a significant architectural characteristic that can't be achieved on that product.

MALE SPEAKER: Now, were you -- you were also talking about where the siding returns into the vertical member.

MS. BURTON: Yeah. I like how the siding returns into the vertical, which they're demonstrating can be done with both, but I --

MALE SPEAKER: Which way do you like it, though?

MS. BURTON: I prefer Artisan because it's not just that the corner boards have the siding butt into it.

MALE SPEAKER: Right. Yeah.

MS. BURTON: But the actual --

MALE SPEAKER: So you like the

(unintelligible)?

MS. BURTON: The siding is thicker, and so you get the stronger shadow lines showing.

JOSH GOOD: Right. Yeah. It's a five-eights versus a half inch.

MS. BURTON: Yeah. Yeah.

MALE SPEAKER: Yeah. I like that.

MS. BURTON: So it just -- it just has a much -- I mean, it's surprising to me how much of a different architectural appearance you get --

JOSH GOOD: Yeah. It's very evident in the two samples. Like, through our research -- I'm sorry. Please go ahead.

MALE SPEAKER: That looks like an eight-inch exposure there. Is that what we're getting?

JOSH GOOD: On the?

MALE SPEAKER: The top.

JOSH GOOD: Top? Yeah. The top is an eight-inch exposure.

MALE SPEAKER: That's an eight-inch?

JOSH GOOD: I believe. I believe.

MS. BURTON: Yeah.

JOSH GOOD: Yeah. Yeah, through our research, Artisan -- or the Artisan panel, they're the innovators in the (unintelligible) beefier snap-board

siding. And only recently have other manufacturers come along to try to replicate that.

MS. BURTON: Right.

JOSH GOOD: And that's -- you know, again, we -- this -- honestly, this (unintelligible) is the only other one we could find that was more than a five-sixteenths inch profile.

MS. BURTON: Yeah. Yeah.

JOSH GOOD: So we just figured we'd show both and --

MS. BURTON: Yeah.

MR. KWIST: Let me ask you this: When you detail -- because it's -- you can't see it on these elevations, but when you detail the window and the window trim and the siding, do you ensure that a whole piece of siding goes across the head of the window and a whole piece of siding runs underneath the window so that nothing is notched around that window?

JOSH GOOD: Yeah. Absolutely.

MR. KWIST: So you -- in other words, you do cheat a little bit the sides of window if you have to an eight of an inch in order to make up, say, an inch --

JOSH GOOD: Yeah.

MR. KWIST: -- or whatever?

JOSH GOOD: Yeah. I mean --

MR. KWIST: Will you detail that so that --

JOSH GOOD: It will be in our --

MR. KWIST: -- (unintelligible)?

JOSH GOOD: It will be in our specifications.

MR. KWIST: (unintelligible).

JOSH GOOD: Yeah.

MR. KWIST: Yeah.

JOSH GOOD: And as far as the windows themselves, at the previous meeting we had talked about vinyl windows versus aluminum window (unintelligible), and we got a trimmed-out vinyl sample (unintelligible) office to find out the quality. And the window itself looked decent, but it just wasn't the same as the aluminum window.

And previously the developer had stated that if the vinyl issue would not fly he'd be all right with switching to aluminum. So we're now using the same window on the hotel and on the residential, just in a different color and a different molding arrangement. So this is an aluminum (unintelligible) window. Again, this is -- the manufacturer is JELD-WEN. But these profiles are available from a multitude of manufacturers that have the same level of details and quality.

So you have (unintelligible) divided light with a light in between the panes of glass as well as grills applied with a face and an exterior (unintelligible) face. It's a very high quality, impact resistant window that (unintelligible) come with -- like this trim here would actually be a fiber cement trim, not applied aluminum trim from the manufacturer.

And the window itself would be set back from the face of the material. So the windows are never flush with the exterior surface. They're always recessed in the opening to get a deeper, shallow line on the windows.

MS. BURTON: So on the residential building, which is what we're looking at now, the trim that goes around, is it just like a picture frame trim, or is -- are you doing any additional details with a -- you know, a head piece or a sill piece?

JOSH GOOD: We originally were just going to do just a flat trim around all four sides --

MS. BURTON: Yeah.

JOSH GOOD: -- but when the Artisan rep came into the office -- again, if we're going to go with the Artisan, they do offer head trim that has a little extra detail at the top --

MS. BURTON: Yeah.

JOSH GOOD: -- and an applied sill that looks more like -- it's a sill piece that sticks out like a traditional --

MS. BURTON: Yeah.

JOSH GOOD: -- wooden sill. Like, it's applied to the face of the trim below the grill --

MS. BURTON: Okay.

JOSH GOOD: -- that we could -- but that's -- again, if that's a requirement, we can --

MS. BURTON: Okay. And then when you do that, would you just use like a white flashing that just wraps over the top of the --

JOSH GOOD: Over the top. Yeah.

MS. BURTON: Okay.

MR. KWIST: At the last meeting we -- I believe I'm right in this -- we said we did not want vinyl windows.

JOSH GOOD: Right.

MR. KWIST: And on this north elevation you show vinyl windows. Is that a typo?

JOSH GOOD: That would be a typo. We were -- (unintelligible) cheaper samples --

MR. KWIST: I know you say that really quick, that's a typo, but it's important because if we approve this we've got no recourse.

JOSH GOOD: It is. We received our sample -- window samples on Friday afternoon, and until then we didn't know if we were going to present both options to the Board tonight. And when we saw the sample on Friday, we decided not -- against the vinyl window and we're going with an aluminum or aluminum (unintelligible).

MR. KWIST: All right. It's in the record. Okay.

MS. DREYER: I got it.

MR. KWIST: All right.

FEMALE SPEAKER: Yeah.

JOSH GOOD: Because, again, we want to do what's best for this project. You know, this isn't a project that is going to get torn down in ten years, you know. I understand it's new for its kind in the downtown area, but it still needs to relate back, you know -- (unintelligible) smaller scale and more detailed materials and profiles (unintelligible). And we feel that the materials presented tonight help to establish that (unintelligible).

MS. BURTON: I have another detail question. So in the photos that we were just sharing that is this project in Mount Pleasant, one of the issues that kind of has an impact on the overall is when you've got

a middle metal muntin shop on the -- you know, and you've got these side pieces coming down. So your building is really beautiful because it has these changes of plane.

So what I'm just trying to clarify or make sure about, if this the only place I can see where we're actually looking at the side of one of those bays as opposed to the head-on view -- so the head-on view I really like. So I'm just trying to confirm, is it going to be like this, or are we going to have any -- these kind of little --

JOSH GOOD: We're not proposing any concealed soffits on the project --

MS. BURTON: Okay.

JOSH GOOD: -- so we should not have to have any of these flat returns.

MS. BURTON: Okay. So all of the soffits are going to slope back up under, and you're going to get --

JOSH GOOD: Yeah.

MS. BURTON: -- this nice, clean shape?

JOSH GOOD: Correct.

MS. BURTON: Okay. I do have one other question. This went from a low-sloped roof to something else. Is this a --

MS. DREYER: Which elevation?

FEMALE SPEAKER: North.

MS. BURTON: I'm now looking on the north elevation. So here to here.

JOSH GOOD: This is -- it might just be a -- it's a -- the roof has not changed. It must just be the way it was rendered.

MS. BURTON: Okay. Okay.

JOSH GOOD: So --

MS. BURTON: Okay.

MALE SPEAKER: (unintelligible) and then change the slope up --

MS. BURTON: Yeah.

JOSH GOOD: -- and match the higher slope on the -- from that --

MS. BURTON: And that's what these sides are going to look like, just this really nice clean shape, and then continue across the front?

JOSH GOOD: Yeah.

MS. BURTON: Okay. Just out of interest, on the -- where you have -- can I point? What are these things?

JOSH GOOD: We're doing like little (unintelligible) that were built out of either a cement board product or a treated -- painted wood product.

MS. BURTON: I'm just asking about

these. So we see them on the front elevation.

MALE SPEAKER: Let me see, Rachel.

FEMALE SPEAKER: (unintelligible) right here.

MALE SPEAKER: Yeah.

JOSH GOOD: We're doing that on the hotel in the cornice pieces. That will be nice and laid back a little bit (unintelligible) that detail.

MS. BURTON: Yeah.

JOSH GOOD: It's just applied.

CHAIRMAN DIXON: Any other about the (unintelligible)? Any questions?

MALE SPEAKER: (unintelligible)?

CHAIRMAN DIXON: The resident --

FEMALE SPEAKER: Just on the residence.

MALE SPEAKER: Do you want to ask for a vote?

CHAIRMAN DIXON: No, no.

MS. DREYER: Not yet.

CHAIRMAN DIXON: No. I'm just --

FEMALE SPEAKER: We haven't done --

CHAIRMAN DIXON: We just said we'd ask questions per --

MS. BURTON: We're asking questions --

CHAIRMAN DIXON: -- section rather than

going all the way through.

JOSH GOOD: Again, I just want to clarify. The samples you see here of the siding, there will be no texture. This is -- we could not -- we tried so hard to get smooth samples of the different colors, but we couldn't get them. All the siding and trim will be smooth as shown in the --

MS. BURTON: So it will be more like the sample?

JOSH GOOD: -- sample. Correct.

MS. BURTON: Well, then to me, that just really reiterates that then the shadow lines do become that really critical design piece and that the deep -- the depth is, I think, even more important.

MS. DREYER: So Artisan siding is what y'all want?

FEMALE SPEAKER: Uh-huh.

MS. DREYER: Okay. That's what I put down. I just wanted to make sure I --

MALE SPEAKER: As long as Artisan siding means that.

MS. DREYER: It means that.

MS. BURTON: Yeah. And corner trim.

CHAIRMAN DIXON: Go ahead.

MALE SPEAKER: Can we move on to another

portion of the building?

CHAIRMAN DIXON: Yeah.

FEMALE SPEAKER: Uh-huh.

JOSH GOOD: For the hotel, there were no real comments on the hotel as of last meeting. Again, there are no exposed downspouts or gutters. It's (unintelligible) drains.

MS. BURTON: Yep.

JOSH GOOD: And (unintelligible) material board in front of you. That will hopefully make it a little bit easier (unintelligible) about what's going where. We have received samples of the brick with the actual mortar color as suggested. And we've included just -- again, just the labeled samples of each material and if you ask, I'll tell you where it is on the building if you can't tell from the drawing -- from the rendering.

MS. BURTON: Could you just --

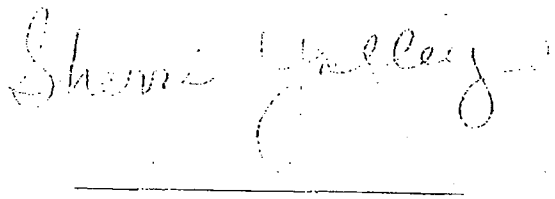
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STATE OF MISSOURI

I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.



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BOARD OF ARCHITECTURAL REVIEW MINUTES

SPECIAL MEETING, MONDAY, MAY 11, 2015

TOWN HALL ANNEX -- COUNCIL CHAMBERS

IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE

MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:	STAFF PRESENT:
Phil Dixon, Chairman	Madelyn Robinson, Planning Dept.
Jeff Bowers	Rich Palmer, Building Dept.
Rachel Burton	Lucy Dreyer, Board Secretary
Cecile Colthran	
Beth Huggins	
John Kwist	
David Price	

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AUDIO RECORDING WAS TRANSCRIBED BY:

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St. Louis, Missouri 63101

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TRANSCRIPTION

CHAIRMAN DIXON: For those of y'all that were here at the last meeting in -- not May but in April, we gave conditional final approval on this project. There were five conditions that we wanted more information about. They were color, materials, sample boards to be submitted by building. This include brick and with mortar color and window detail.

The conference center, more welcoming, warmer details to be added. North elevation of the residential units, revise design to more closely replicate the Richardson Avenue appearance. Design details for all railings to be used. The downspouts to be added to the drawings. And this is what this meeting is for, is to review what the (unintelligible) and the developer have brought us concerning those five items.

And we're going to let him make his presentation to us, and after that if you have any comments that you'd like to make having to do with one of these five items we'll appreciate your coming up and signing in and then we'll let you speak.

Okay. Sir?

ARTHUR APPLEGATE: I'm just going to turn it over to the architects to address each of the five points that the Board raised, so --

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JOSH GOOD: Hi. I'm Josh Good of Goff D'Antonio Associates, the architects. Like the chairman said, we had the five points from the last meeting that we'll address, not necessarily in order but we'll cover them all. And if you have any questions feel free to ask them along the way. (unintelligible) materials, we'll grab them, you can look at them up close, and we'll go from there.

We felt that one of the major points you guys brought up was on the residential building, particularly on the north elevation, the elevation (unintelligible) center. Those elevations seem to be a little less detailed and less attractive than the West Richardson elevation was (unintelligible) windows.

And one comment that was made was that they felt there was too much brick on the face of the building, the first floor level, and to look at residing the (unintelligible) brick on that elevation, take it down a little bit so it wasn't dominant at the ground plane; and then also to look at (unintelligible) one level or two levels.

So looking at your elevation pages you have in front of you, we've revised the elevations facing the neighborhood side and the dimensions (unintelligible) to better reflect the details that are

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on the West Richardson elevation.

We've completely eliminated the second siding color, that green color. That (unintelligible) anybody. In a lot of instances where that color had occurred, we replaced it with the brick material that went up three stories.

So a lot of the elevations on the two sides now better reflect the -- kind of the rhythm and pattern of brick that's used on West Richardson to help tie those elevations together and give the people that are facing those elevations a more attractive view of the building.

The second major issue on the residential building was the lack of gutters and downspouts as shown on the previous elevations. So, again, on the elevations in front of you, we located all the downspouts and down-leaders on the residential building. And in most instances they're located in corners of buildings, so they're as hidden as possible and kind of get tucked away into the crevices of the building.

And those gutters are going to be a half round aluminum gutter, and the downspouts will be a full round aluminum downspout, which is typically seen in historical buildings around Summerville and the greater

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Charleston area. And those gutters and downspouts we painted an off-white color to match the trim of the siding and trim on those elevations.

Other than that, the -- as far as materials go on the residential (unintelligible) building, we've refined (unintelligible). Again, we eliminated that third -- or second siding color. Now we just have the one trim color and the one siding color, as well as the darker cement board color for the residential entry off of West Richardson.

So the board on the table in front of you has those colors. And we've also included samples of the thicker cement board siding, which was brought up at the last meeting about whether it's appropriate in the downtown historic district of Summerville or if it would be better to use a typical wooden siding with (unintelligible) shadow line.

So the two samples we brought with us today are the Artisan panel by Hardie and then a competitor's product which also has the same thickness of (unintelligible) to either half-inch or five-eighths inch reveal with a full inch and a half inch (unintelligible) side which is replicant of lumber construction, so you get the same shadow line as you do with wood siding but you don't have to worry about the

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maintenance. And it still has a nice, smooth finish with -- you can see the strokes to help, you know, still tie it into the wood siding idea.

And the two samples we have here, these are the actual siding and trim colors that we're proposing to use on the building, so an off-white -- arctic white for the trim and a light mist for the body, which is kind of a bluish-gray color.

MS. BURTON: So is that the competitive product?

JOSH GOOD: This is the competitor to E-Artisan. Yes.

MS. BURTON: And then that is Artisan?

MS. COLTHRAN: If we can see it maybe --

JOSH GOOD: This is a little easier to pass around. But you get a full --

MALE SPEAKER: Is that what you're going to use?

JOSH GOOD: One or the other. Right now, like, a lot of the materials we're proposing, they are (unintelligible) because the contractor is still going through intense pricing on this project. But we want the quality to be there, but a lot of different manufacturers offer the same product, same profiles. So until we get solid numbers back, we're pretty much

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(unintelligible) equal --

But, again, you can see the quality of the material. I mean, it's a full inch and a half by three and a half inch trim and a full five-eighths inch siding. So you get a really deep shadow line. And this product has been used extensively downtown, and most of the new residential houses that we build in the east side and (unintelligible). So it's not foreign to historic districts here in Charleston.

MS. BURTON: Can I just clarify? That product, are you saying this is the same paint color or this is the exact same profile and product?

JOSH GOOD: It is the same paint color. The (unintelligible) product is a half-inch-thick siding and a one-inch-thick trim, but you can shim out the trim and gain your inch and a half, or we could use a combination of the Artisan trim to get the inch and a half because we want the (unintelligible) trim. We don't want it to be proud trim boards.

MS. BURTON: Right.

JOSH GOOD: So we either use -- we would either use actual lumber trim to get our dimension or we'd use the Artisan trim (unintelligible) or vice versa. But we feel like the half inch versus five inch profile -- I mean, both are very handsome products and I think the

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shadow line is very similar on either one. So until we get, like, a solid pricing, I think both of those -- from our viewpoint, both of those are on the table. They're both a lot better than the five-sixteenth-inch typical cement siding that you see.

MS. BURTON: Okay.

JOSH GOOD: Yeah. So the profile to the left is the -- this will be the condition we have along the building where the siding dives into the trim board. It is not proud of it. And, again, these are the proposed colors that (unintelligible) siding, whether it be (unintelligible) finish or (unintelligible) paint.

Back to the gutters and downspouts, the residential building is the only building that will have exposed gutters and down-leaders. The hotel and convention center and parking garage are all internal roof drains that go down to the storm water system (unintelligible) exposed. So I think that's going to ease some people's minds about the look of those elements on the building.

MALE SPEAKER: Did you say that the downspouts are round or rectangle?

JOSH GOOD: Round.

MALE SPEAKER: They're round?

JOSH GOOD: Uh-huh.

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MALE SPEAKER: And you said aluminum?

JOSH GOOD: Aluminum. Yes. And we're open -- I mean, we're open to -- obviously, we're open to suggestions from the board if there's a problem with these materials. Like I said, we still plan on building sample panels on-site at the time of construction to get approval of all materials and colors, which is typically what we do on downtown projects of this scale, you know, so you don't get shocked at what we actually select on the building. So you get to see a full-size mock-up of the wall, so any -- if there's any doubt on the paint and materials, it can be solved at that point.

Another one of the five points was details of the railings that will be used around the building, whether it be on the residential component, on the hotel balconies, or on the convention center.

The idea of the railing in the residential component is to -- (unintelligible) residential neighborhood context where you'd see a typical heavy wood railing with a nice substantial top rail where you can grab onto it or take a drink onto it, a nice profile, you know, inch-wide banisters.

So what we're trying to do with that is to replicate the wood pillar, but using materials that will stand up to a -- you know, a 27-unit development

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(unintelligible) a lot of maintenance. So we're proposing either aluminum railing or a composite railing. We've included both samples, and there's multiple manufacturers of either type that would include profiles similar to this.

So, again, these samples represent the profile we're going for, not necessarily manufacturer. And there's a lot of different manufacturers that offer the same or similar profiles. But this is the direction we're headed in as far as the -- again, the quality material and the way it feels when you put your hand on it and the way it looks from the street.

MS. BURTON: Are there any instances where we actually will have newel posts, or are we only looking at the railing?

JOSH GOOD: There are many instances with newel posts. This railing will span about eight feet --

MS. BURTON: Okay.

JOSH GOOD: -- without posts. So our balconies, anywhere where we're less than eight feet, will have newel posts.

MS. BURTON: Okay.

JOSH GOOD: And worst case scenario it should be just one center post along these balconies.

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MS. BURTON: Okay.

MR. KWIST: That's no posts or newel posts?

FEMALE SPEAKER: Newel.

MS. BURTON: I was asking -- like, I didn't see newel posts on the drawings, but they're so prominent in the display that I was wanting to just clarify what were we looking at. Was it just the handrail part or was it the whole system?

JOSH GOOD: It would be the whole system, where the posts apply. So, like, in this instance, if that deck is, you know, ten feet wide there would be one center post of this dimension, but the --

MS. BURTON: Okay.

JOSH GOOD: -- but the railing would dive into our columns here.

MS. BURTON: Okay.

JOSH GOOD: There would be no post beside the column.

MS. BURTON: Okay.

JOSH GOOD: So it would replicate the traditional wooden rail structure.

MS. BURTON: Okay.

JOSH GOOD: And that goes for either the composite material or for the aluminum material. The

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aluminum material does have a slighter post. It's a -- you know, like a three-by-three versus a --

MS. BURTON: Could you just turn it a little bit so I can --

MS. COLTHRAN: You're asking about the newel.

MS. BURTON: Yeah.

MALE SPEAKER: (unintelligible) cover.

JOSH GOOD: So we have --

MALE SPEAKER: So that's the material that's wrapped around -- aluminum?

JOSH GOOD: This is -- this is all aluminum (unintelligible) inside of the hollow section to allow this (unintelligible) distance.

MALE SPEAKER: Okay. But what's the construction of that?

JOSH GOOD: This is actually a resin construction, so it's all like manmade material, composite material.

MALE SPEAKER: Even the inside?

JOSH GOOD: Even the inside. Yes, sir.

MALE SPEAKER: Okay.

MS. BURTON: So on this particular one we can see a little bracket where it's attached to this post, and this does not have a little bracket.

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JOSH GOOD: Right. And that's the downfall of the aluminum, is you have to have the brackets where it attaches, whereas with the composite you cut through the material and attach it into the structural member. But we would have all hidden fasteners with the aluminum system, so instead of everywhere you're picketed you won't see a screw. It would be, you know, all hidden fasteners.

So, again, you know, the -- this profile here -- the advantages of the composite are -- with the white color, it's a matte white whereas with the aluminum railing -- we're using white railings on this project, again, to better relate to the neighborhood design. We have white trim, the light siding, white railings, the light colored roof. When you use aluminum railing, like, the white has to be a gloss white, similar to what is shown in that sample there.

DR. PRICE: On the balconies on the hotel portion, those balconies, I got the impression, those are going to be some semblance of iron rails?

JOSH GOOD: That's correct. The balconies on the hotel are welded iron, similar to a wrought iron balcony. And the color for that would be this dark bronze, (unintelligible) bronze. So we didn't want to go with a complete black railing. We wanted to

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give a little bit of hue to it (unintelligible).
MALE SPEAKER: Do you have a profile design of that one?
JOSH GOOD: We're doing it -- we don't have it in the packet. We're doing a simple just -- it's a 42-inch-high guard with a single top straight rail, then a six-inch gap, another straight rail, and then vertical pickets without all those fancy detail that you see a lot of times. So just a real simple -- and the pickets are a three-quarter to an inch in diameter.
MALE SPEAKER: Again, it's all welded steel?
JOSH GOOD: So, again, with the railing -- like I said, we're going for approval of the direction of the profile, not necessarily either one of these manufacturers.
MALE SPEAKER: Now, when you use that composite product, is that the same product that would be used on the columns?
JOSH GOOD: No. We're proposing the columns to be like a typical wood frame, two-by-four frame wrapped in sheathing, and then wrapped with a fiber cement board -- a smooth fiber cement board, painted to match the trim color. So that column then would be (unintelligible) go through that and not into the

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structure of the columns versus doing a manufactured off-the-shelf column.
MALE SPEAKER: What size are the columns? I assume --
JOSH GOOD: They're square and they're 14-by-14 --
MS. BURTON: So how --
JOSH GOOD: -- with a five-inch treatment base and a three-inch treatment at the top.
MS. BURTON: So how do you finish the edges so that you don't see the edge of the panel, like the --
JOSH GOOD: Yeah. With fiber cement it's not -- it's hard to miter corners to get a clean edge, so a lot of times you'll actually -- you know, you'll make an intentional (unintelligible) edge. So instead of trying to do a flush condition, you'll overhang the edge like an eighth of an inch to make it look intentional.
MS. BURTON: So that's what you're going to do on these columns --
JOSH GOOD: Yeah.
MS. BURTON: -- like, have the front face perhaps over -- extend over your side faces?
JOSH GOOD: Yeah. So from the street you'd see a flat edge, and then, you know -- from straight

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on you'd see a flat edge and then from the other direction you might see the profile stick out a little bit.
(Unintelligible simultaneous speaking)
MR. KWIST: It sounds like that's an opportunity for those little -- little chips to form in the overhang part.
JOSH GOOD: We can look at doing, you know, column covers if that's not acceptable to the Board. You know, they make products out there -- we can still frame it conventionally and do a column cover, or we can, again, do an off-the-shelf column that doesn't have that issue.
MS. BURTON: I mean, one of the disadvantages of that product is just as you've noted, that the corner condition is really difficult to do. So I'd be worried if you had a delivered offset that you could easily have a corner that chips, and this is just a fiber product. And, secondly, it's actually so skinny that the little overhang isn't like when you've got, you know, a beam condition and --
JOSH GOOD: Right.
MS. BURTON: -- the side pieces come down and it's recessed, you know, that has enough beef in it that it looks -- it looks like it was intentional and that there's some -- I don't know -- some aesthetic

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and some rigidity to it. So I wouldn't support your column ones. And I've tried to do them, and they don't turn out very well and I've been disappointed in the end product. I feel like they just -- like you just can't get the corners looking nice enough --
JOSH GOOD: Right.
MS. BURTON: -- to make it work.
DR. PRICE: It's also an opportunity for water (unintelligible) to that joint. The caulking (unintelligible).
JOSH GOOD: Right.
MS. BURTON: Yeah.
DR. PRICE: It becomes a maintenance problem.
MALE SPEAKER: If you could turn that corner post there into a column, which I imagine they probably make --
JOSH GOOD: Yes. This could be offered as the material -- in larger gauges and thicknesses.
MS. BURTON: Yeah.
MALE SPEAKER: Would that end up working --
MS. BURTON: I mean, there's a number of different ways you could do it. I mean, that's one way. But even if you chose a traditional, you know, wood

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product, like a built-up column -- I know that there's maintenance issues on that, multiplied by 27 units, but, you know, you can sand and fill and caulk and end up with, like, a nice-looking column. And I -- and, truthfully, like, I really have tried on some of my projects to use Hardie because of not wanting to use wood for maintenance.

JOSH GOOD: Right.

MS. BURTON: And it has not been successful, so I honestly couldn't support that.

JOSH GOOD: That's fine. (unintelligible) developer here, but if that's an issue that's going to hold up an approval, I think that's something that we could out the details to match -- to do away with the fiber cement columns and use some that will meet your approval. And then maybe on the sample panel, on-site, have that be approved --

MS. BURTON: Yeah.

JOSH GOOD: -- you know, on-site. We can do a little more traditional construction because --

MR. KWIST: I think that would be satisfactory to me.

MS. BURTON: Yeah.

JOSH GOOD: Yeah. Like, honestly, we don't want to hold up the approvals based upon material that we show here that's not acceptable. You know, we're

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flexible in our choices --

MS. BURTON: Yeah.

JOSH GOOD: -- in order to get something that's acceptable to everybody here tonight.

MS. BURTON: Yeah.

JOSH GOOD: We want to do what's best for this project for Summerville, so if that's a quality issue for you, then we'll be more flexible to make that work for everybody involved.

Yeah. So like I said, the balcony railings on the hotel we're using the iron. That about covered the residential building. Again --

MS. BURTON: Would it be best if we took each building one at a time and made our comments, instead of trying to -- is that what we --

MS. COLTHRAN: I have a question. The new elevation showed where the dumpsters are -- the south elevation. Well, no, from Cedar Street. The elevation does not show the fact that the condo units will be seen down the driveway. It just shows the hotel. But these -- those will be seen down the driveway from the street. So I want to know about the materials that are there, including the dumpster surround (unintelligible).

JOSH GOOD: Okay. Yeah, the dumpster surround will be a masonry wall, a brick wall to match

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the brick that's used in the base of the building. And that wall will be about eight feet tall, completely concealed -- the dumpsters that are behind it. And then there will be a gate in between the dumpsters of a -- there will be a steel frame, like a stained wooden slat gate to make it a nice --

MS. COLTHRAN: Facing which way?

JOSH GOOD: It will be facing the driveway. So this drawing is actually incorrect with that.

MS. COLTHRAN: Yeah. It's kind of sideways.

JOSH GOOD: Oh, no. That one is correct. That is correct.

MS. COLTHRAN: That one is?

JOSH GOOD: Yeah. So the dumpster enclosure (unintelligible) and the two gates are right here.

MS. COLTHRAN: So the gate would be facing --

JOSH GOOD: They would be facing (unintelligible).

MS. COLTHRAN: And you'll be able to see through? You said --

JOSH GOOD: No. It will be like a --

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kind of like a shadow line fence where there's --

MALE SPEAKER: You've got (unintelligible) proposed elevation on the west side. (unintelligible due to papers rustling in microphone).

MS. BURTON: Where's the dumpster?

MS. DREYER: I have no idea.

(Unintelligible simultaneous speaking)

MS. DREYER: Here it is. See this --

FEMALE SPEAKER: Yeah.

MS. COLTHRAN: I was looking at it because I'm concerned about the visual aspect from the entrance to --

ARTHUR APPLEGATE: Right.

MS. COLTHRAN: -- to the event center. I refuse to call it convention -- the event center. And -- because that's where people will not only be coming in but they'll also be going around that side of the building to go use the garden area (unintelligible due to papers rustling in microphone). So that is a concern (unintelligible) appearance.

ARTHUR APPLEGATE: Well, this is -- this is how -- this is turned 90 degrees. So you've got the brick wall here.

MS. COLTHRAN: (unintelligible).

ARTHUR APPLEGATE: So this is going to

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be what you see looking down the driveway driving into the hotel.

JOSH GOOD: Yeah. We don't -- we don't -- like, when the door is closed, there will be no view into the dumpster area. There will be like a solid gate with the same, like, wood stain that's used elsewhere on the front of buildings.

MS. COLTHRAN: Good.

MS. HUGGINS: I have a quick question. I like the use of the brick on the second and third floors here, and the detail you've given those (unintelligible due to papers rustling in microphone) windows. And I'm wondering why the brick (unintelligible).

JOSH GOOD: That was a comment made -- I can't remember which woman made the comment about the height of the brick on the first floor. They thought it was out of scale with the rest of the (unintelligible).

MS. HUGGINS: Yeah. I wasn't here at the last meeting, so maybe I missed that.

JOSH GOOD: Yeah. (unintelligible) elsewhere as well (unintelligible).

MS. HUGGINS: Yeah, right here?

JOSH GOOD: Yes.

MS. HUGGINS: Yeah.

JOSH GOOD: We've gone with the brick

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down, because the back of the site slopes pretty badly from, like, three feet (unintelligible) corner. So when you're down here, you're looking at -- you know, you'd be looking at like 14 feet of brick, so --

FEMALE SPEAKER: Right.

MS. COLTHRAN: Which one are you on, Beth?

MALE SPEAKER: Where are you?

MALE SPEAKER: She was talking about --

MS. DREYER: The north elevation.

MS. COLTHRAN: The west?

MALE SPEAKER: This right there.

MS. HUGGINS: Well, actually --

MS. DREYER: Oh.

MS. HUGGINS: (unintelligible) ties to the west elevation --

MS. DREYER: Oh, west elevation.

MS. HUGGINS: -- and the north elevation.

MS. DREYER: Oh.

MS. HUGGINS: (unintelligible) brick (unintelligible) back of the building (unintelligible).

MALE SPEAKER: Yeah. The comment was that it was more (unintelligible due to papers rustling in microphone) siding. (unintelligible).

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MALE SPEAKER: (unintelligible).

FEMALE SPEAKER: Yeah.

MALE SPEAKER: (unintelligible).

FEMALE SPEAKER: (unintelligible).

JOSH GOOD: There is a -- if you look at the landscape plan, there's extensive plantings in the buffers, though, along that north elevation. So it's a pretty slight setback. So the visibility of that elevation from the street (unintelligible) those plants reach maturity, like the other shrubs and everything. And we also (unintelligible) up against the building to help soften that edge.

MALE SPEAKER: What is your experience with that kind of composite material, Rachel?

MS. BURTON: The white one?

MALE SPEAKER: Yeah.

MS. BURTON: Oh, good.

MALE SPEAKER: Good?

MS. BURTON: Yeah. Yeah. I have a question for you about the north elevation. Is this in the same plane where you've got the brick here and this siding? Is this still one plane?

JOSH GOOD: No. This steps back about one foot.

MS. BURTON: Okay. I couldn't tell on

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your plan.

JOSH GOOD: Yeah.

MS. BURTON: And there wasn't a shadow line, so I -- so this is proud. This goes back. This steps back further, and then comes out, comes out?

JOSH GOOD: Yes.

MS. BURTON: Okay. And does this brick go in on the side here?

JOSH GOOD: It returns back to the side. Yes.

MS. BURTON: Okay.

MS. COLTHRAN: I have a question, too, about the color of the downspouts. I always think that it's much more attractive if they're the same color as the material that's behind them, because then they don't become an architectural feature. I wasn't crazy about the one that's in front of the column here on the north elevation, but now that you've described the half round --

MS. BURTON: Yeah.

MS. COLTHRAN: Do you think that will be -- look all right?

MS. BURTON: I think it will, honestly. Yeah.

MS. COLTHRAN: I like the columns.

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MS. BURTON: And I -- and I --
MS. COLTHRAN: And we want to cover them up with a downspout.
MS. BURTON: And I do like these going down the center. I think that works.
MS. COLTHRAN: Uh-huh. But I would like to see them not become --
JOSH GOOD: Right.
MS. COLTHRAN: -- white lines.
JOSH GOOD: We agree. We don't want them to be --
MS. COLTHRAN: Right.
JOSH GOOD: -- the --
MALE SPEAKER: (unintelligible).
JOSH GOOD: -- (unintelligible) to the building. Exactly.
(Unintelligible simultaneous speaking)
MS. COLTHRAN: Paint them the color that is --
MS. BURTON: But the ones on the columns will be white, right?
MS. COLTHRAN: Yeah.
JOSH GOOD: Yeah. And if they're up against, like, a trim board, we see that as being white as well.

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MS. BURTON: Yeah. Yeah.
MS. COLTHRAN: And that makes sense.
JOSH GOOD: Like I said, in most cases, we try to locate them, you know, where they don't stick out like a sore thumb, so they're tucked away in corners and they're up against the building at all times. They never are hanging off the building by a foot. You know, they're up against it.
MS. BURTON: Okay. Well, I do have one other comment to make. I mean, you're showing, for example, three different railings. And there are significant differences between it. So I'm a little -- I'm just asking for clarification, when you're asking for direction and how you're proceeding, because they're so different, are we just -- are you asking for us to say any of these three are totally fine with us, or are you specifically -- or if we have an issue that (unintelligible) we are going to say, I don't mind either of these one or two or three, or I only want one?
JOSH GOOD: Yeah. We're fine with all three. We were kind of hoping to get some clearer direction from you all --
MS. BURTON: Okay.
JOSH GOOD: -- because they are so different.

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MALE SPEAKER: When you say all three, you're talking about --
JOSH GOOD: The white one on the end --
MS. BURTON: That one.
JOSH GOOD: -- which is aluminum, versus -- so that's a simple aluminum profile, you know, whereas here we have a more detailed profile, and here we have a larger profile that's a little more representative of a wood profile.
MS. BURTON: Yeah.
JOSH GOOD: And we feel all three would look fine on the building, but if there's a --
MS. BURTON: Okay.
JOSH GOOD: Again, we didn't want to have an issue with if we only showed one profile and you hated it, you know, saying, this is not acceptable. And --
MS. BURTON: Yeah.
JOSH GOOD: Like I said --
MALE SPEAKER: Well, I prefer the one that's now on the ground.
MS. COLTHRAN: So do I.
MALE SPEAKER: Yeah.
MALE SPEAKER: It looks --
MS. COLTHRAN: I think

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(unintelligible).
MALE SPEAKER: -- much closer to what we -- that one looks terrible.
MS. COLTHRAN: Would you hold it up so that we can see it better?
JOSH GOOD: Sure.
MS. DREYER: So that's considered the composite one?
JOSH GOOD: This is the composite. Yeah.
MS. BURTON: Yeah.
JOSH GOOD: And, like, in this instance, it's made out of resin, but there's other manufacturers with very similar profiles. And, actually, you can see in the pictures above here, the top rail comes in multiple profiles as well that are all very representative of residential-type railings where you could set a drink up there if you wanted to or whatnot.
MS. BURTON: Yeah. I mean, I prefer this --
JOSH GOOD: Yeah. I like the rounded top.
MS. BURTON: -- because it's just beefier -
JOSH GOOD: Yeah.

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MS. BURTON: -- and because you don't get the little bracket. And this with the shiny paint is, I think, the wrong direction that we need to go. I think that the finish of this is better. So those issues about the visibility of the brackets holding them, I think, is -- would be, like, where I would suggest that we would go. And I like these just because it had thicker pickets and a little more detail than these with the narrow pickets.

And I understand the hotel with the different kind of look. I think that's appropriate. But I think on the residential part we kind of want the -- the one that looks most like the traditional railing.

MALE SPEAKER: That's got lots of detail.

MS. BURTON: Yeah. And I -- it's not -- I mean, I'm -- any of the caps or the -- you know, the bottom rails, I don't -- I mean, I don't mind any of them. But I think that that issue -- that quality of appearance is my favorite.

ARTHUR APPLEGATE: Likewise.

MALE SPEAKER: The columns themselves, do they have any kind of details on the corners? I mean, I know you talked -- we talked about the covering before, but the (unintelligible) at the bottoms and the capsules,

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tell me again what those are.

JOSH GOOD: We're just doing flat trim, like a three and a half inch at the top and a five and a half inch by --

MALE SPEAKER: With a band around it?

JOSH GOOD: -- with a band around.

MALE SPEAKER: If they used that corner post there as their column --

JOSH GOOD: We could put a molding at the top and bottom as well.

MALE SPEAKER: (unintelligible).

MS. BURTON: Yeah.

MALE SPEAKER: You've got a built-in -- you've got a built-in capsule on that already.

MR. KWIST: What you're describing sounds kind of makeshift, and I took the liberty of photographing something in Mount Pleasant that shows exactly what you're talking about, and this (unintelligible) apartment buildings on Coleman Boulevard.

I would prefer to see in terms of those columns something more decorative, something a little bit more appropriate in style. And, also, as far as the gutters and downspouts go, I think if you are going to call these luxury condominiums they ought to be copper.

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Aluminum is an inexpensive way to go.

JOSH GOOD: It is, but it's seen -- I mean, it's a very common material in any historic district around here. And, honestly, copper is -- it's -- I don't want to sound defensive or unmanageable here, but it's just not within the budget of these projects. And they're not luxury condominiums. I mean, they're selling for, you know, 180 a square foot. So they're not (unintelligible).

MR. KWIST: The trouble with the aluminum, it gets damaged so easily -- if somebody puts a ladder up to it, if somebody comes by with a two-by-four and accidentally swings it around. It just doesn't resonate permanence at all or high-end. And I think if you want to build these as luxury condos you ought to put some extra money on the exterior.

CHAIRMAN DIXON: (unintelligible) something else.

MS. BURTON: I -- I'm willing to let John's comments stand without necessarily supporting or not supporting it. I mean, I do like copper, obviously. I had --

MR. KWIST: I couldn't hear what you said.

MS. BURTON: I said I'm not going to

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either say yes, that to me that's either mandatory or not. I mean, I accept your comment that copper is a very nice material and that it looks great and it's --

MR. KWIST: Luxury versus non-luxury.

MS. BURTON: Yeah. Yeah.

MR. KWIST: And I've seen the sign for sale out there, these are luxury condominiums.

MS. BURTON: Yeah.

MR. KWIST: I just don't think aluminum reads luxury.

MS. BURTON: Yeah. I had just -- I'm fine with the aluminum given that they're round downspouts, not the rectangular profile.

(Unintelligible simultaneous speaking)

MR. KWIST: (unintelligible) on your north elevation (unintelligible due to side conversations of board members). The proposed one doesn't have a downspout (unintelligible). Is that just an oversight on your part?

JOSH GOOD: It's either an oversight or it's located on this elevation over here, facing the event center.

MR. KWIST: Put downspout on there.

(Unintelligible simultaneous speaking)

MR. KWIST: See, on the left end you show

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--
JOSH GOOD: That is --
MR. KWIST: On the left end -- see this --
JOSH GOOD: That wall right there is facing the event center, so it might be on that -- that downspout might be on the other --
MR. KWIST: (unintelligible).
JOSH GOOD: -- elevation. Here, this is --
MALE SPEAKER: (unintelligible).
MALE SPEAKER: That's what it says.
JOSH GOOD: That wall is --
MR. KWIST: I see downspouts everywhere, but I don't see one here.
JOSH GOOD: Right. But that wall is in the other plane (unintelligible).
MALE SPEAKER: (unintelligible).
JOSH GOOD: That's one of the problems with elevations. They read flat so you can't tell the -- you know, that wall is 15 -- or I'm not sure of the distance, but that wall is substantially back from that --
MR. KWIST: There's a lot of roof showing. What is the roof material?

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JOSH GOOD: It's a aluminum roof -- (unintelligible) aluminum roof with an inch and a half standing seam with the typical vents and profile on the seam.
MS. BURTON: And this is the color of the roof?
JOSH GOOD: That's the color of it. Yes.
MR. KWIST: Did I misunderstand -- at the last meeting I thought we were going to see a sample wall today?
JOSH GOOD: Oh, that will be -- the sample wall --
MS. DREYER: Oh, that's during construction.
JOSH GOOD: The wall will be built during construction.
MS. DREYER: Yeah.
MR. KWIST: During construction?
JOSH GOOD: Yeah.
MR. KWIST: Oh, I thought that was going to be in lieu of a model.
MS. DREYER: No.
MR. KWIST: I thought that's what was said, that if we get a sample wall we'll forego the model.

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JOSH GOOD: Well, I mean, essentially (unintelligible) elements together. We brought them in. We brought the house here.
MR. KWIST: (unintelligible).
MALE SPEAKER: This is the true color?
JOSH GOOD: That's the true color. That's the siding color, and that's the color --
MS. BURTON: Can you --
JOSH GOOD: -- of the siding at the entrance on East -- West Richardson --
MS. BURTON: Can you --
JOSH GOOD: -- between the hotel and the residential.
MS. BURTON: Can you tell me what exposure you're looking at on the siding?
JOSH GOOD: An eight-inch. Well, we're using an eight-inch, so it will be like a seven-inch exposure.
MS. BURTON: Okay. And I also just wanted to note the two different siding pieces that you showed us. I do appreciate that if you fir out the corner boards of the niche that you can have the corner boards stand out so it's not flush with the siding itself.
JOSH GOOD: Right.
MS. BURTON: However, to me, the

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decrease of that profile depth in the siding itself is pretty significant.
JOSH GOOD: The eighth of an inch?
MS. BURTON: Yeah. It's -- and what I'm -- what I -- I think it looks significant, and I think you get different shadow lines. I mean, I'm prepared to, you know, suspend comment until I actually see it built and, you know, I can see something a bit bigger than just a tiny little sample. But my impression is that the deeper shadow lines is a significant architectural characteristic that can't be achieved on that product.
MALE SPEAKER: Now, were you -- you were also talking about where the siding returns into the vertical member.
MS. BURTON: Yeah. I like how the siding returns into the vertical, which they're demonstrating can be done with both, but I --
MALE SPEAKER: Which way do you like it, though?
MS. BURTON: I prefer Artisan because it's not just that the corner boards have the siding butt into it.
MALE SPEAKER: Right. Yeah.
MS. BURTON: But the actual --
MALE SPEAKER: So you like the

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(unintelligible)?
MS. BURTON: The siding is thicker, and so you get the stronger shadow lines showing.
JOSH GOOD: Right. Yeah. It's a five-eights versus a half inch.
MS. BURTON: Yeah. Yeah.
MALE SPEAKER: Yeah. I like that.
MS. BURTON: So it just -- it just has a much -- I mean, it's surprising to me how much of a different architectural appearance you get --
JOSH GOOD: Yeah. It's very evident in the two samples. Like, through our research -- I'm sorry. Please go ahead.
MALE SPEAKER: That looks like an eight-inch exposure there. Is that what we're getting?
JOSH GOOD: On the?
MALE SPEAKER: The top.
JOSH GOOD: Top? Yeah. The top is an eight-inch exposure.
MALE SPEAKER: That's an eight-inch?
JOSH GOOD: I believe. I believe.
MS. BURTON: Yeah.
JOSH GOOD: Yeah. Yeah, through our research, Artisan -- or the Artisan panel, they're the innovators in the (unintelligible) beefier snap-board

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siding. And only recently have other manufacturers come along to try to replicate that.
MS. BURTON: Right.
JOSH GOOD: And that's -- you know, again, we -- this -- honestly, this (unintelligible) is the only other one we could find that was more than a five-sixteenths inch profile.
MS. BURTON: Yeah. Yeah.
JOSH GOOD: So we just figured we'd show both and --
MS. BURTON: Yeah.
MR. KWIST: Let me ask you this: When you detail -- because it's -- you can't see it on these elevations, but when you detail the window and the window trim and the siding, do you ensure that a whole piece of siding goes across the head of the window and a whole piece of siding runs underneath the window so that nothing is notched around that window?
JOSH GOOD: Yeah. Absolutely.
MR. KWIST: So you -- in other words, you do cheat a little bit the sides of window if you have to an eight of an inch in order to make up, say, an inch --
JOSH GOOD: Yeah.
MR. KWIST: -- or whatever?
JOSH GOOD: Yeah. I mean --

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MR. KWIST: Will you detail that so that --
JOSH GOOD: It will be in our --
MR. KWIST: -- (unintelligible)?
JOSH GOOD: It will be in our specifications.
MR. KWIST: (unintelligible).
JOSH GOOD: Yeah.
MR. KWIST: Yeah.
JOSH GOOD: And as far as the windows themselves, at the previous meeting we had talked about vinyl windows versus aluminum window (unintelligible), and we got a trimmed-out vinyl sample (unintelligible) office to find out the quality. And the window itself looked decent, but it just wasn't the same as the aluminum window.
And previously the developer had stated that if the vinyl issue would not fly he'd be all right with switching to aluminum. So we're now using the same window on the hotel and on the residential, just in a different color and a different molding arrangement. So this is an aluminum (unintelligible) window. Again, this is -- the manufacturer is JELD-WEN. But these profiles are available from a multitude of manufacturers that have the same level of details and quality.

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So you have (unintelligible) divided light with a light in between the panes of glass as well as grills applied with a face and an exterior (unintelligible) face. It's a very high quality, impact resistant window that (unintelligible) come with -- like this trim here would actually be a fiber cement trim, not applied aluminum trim from the manufacturer.
And the window itself would be set back from the face of the material. So the windows are never flush with the exterior surface. They're always recessed in the opening to get a deeper, shallow line on the windows.
MS. BURTON: So on the residential building, which is what we're looking at now, the trim that goes around, is it just like a picture frame trim, or is -- are you doing any additional details with a -- you know, a head piece or a sill piece?
JOSH GOOD: We originally were just going to do just a flat trim around all four sides --
MS. BURTON: Yeah.
JOSH GOOD: -- but when the Artisan rep came into the office -- again, if we're going to go with the Artisan, they do offer head trim that has a little extra detail at the top --
MS. BURTON: Yeah.

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JOSH GOOD: -- and an applied sill that looks more like -- it's a sill piece that sticks out like a traditional --
MS. BURTON: Yeah.
JOSH GOOD: -- wooden sill. Like, it's applied to the face of the trim below the grill --
MS. BURTON: Okay.
JOSH GOOD: -- that we could -- but that's -- again, if that's a requirement, we can --
MS. BURTON: Okay. And then when you do that, would you just use like a white flashing that just wraps over the top of the --
JOSH GOOD: Over the top. Yeah.
MS. BURTON: Okay.
MR. KWIST: At the last meeting we -- I believe I'm right in this -- we said we did not want vinyl windows.
JOSH GOOD: Right.
MR. KWIST: And on this north elevation you show vinyl windows. Is that a typo?
JOSH GOOD: That would be a typo. We were -- (unintelligible) cheaper samples --
MR. KWIST: I know you say that really quick, that's a typo, but it's important because if we approve this we've got no recourse.

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JOSH GOOD: It is. We received our sample -- window samples on Friday afternoon, and until then we didn't know if we were going to present both options to the Board tonight. And when we saw the sample on Friday, we decided not -- against the vinyl window and we're going with an aluminum or aluminum (unintelligible).
MR. KWIST: All right. It's in the record. Okay.
MS. DREYER: I got it.
MR. KWIST: All right.
FEMALE SPEAKER: Yeah.
JOSH GOOD: Because, again, we want to do what's best for this project. You know, this isn't a project that is going to get torn down in ten years, you know. I understand it's new for its kind in the downtown area, but it still needs to relate back, you know -- (unintelligible) smaller scale and more detailed materials and profiles (unintelligible). And we feel that the materials presented tonight help to establish that (unintelligible).
MS. BURTON: I have another detail question. So in the photos that we were just sharing that is this project in Mount Pleasant, one of the issues that kind of has an impact on the overall is when you've got

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a middle metal muntin shop on the -- you know, and you've got these side pieces coming down. So your building is really beautiful because it has these changes of plane.
So what I'm just trying to clarify or make sure about, if this the only place I can see where we're actually looking at the side of one of those bays as opposed to the head-on view -- so the head-on view I really like. So I'm just trying to confirm, is it going to be like this, or are we going to have any -- these kind of little --
JOSH GOOD: We're not proposing any concealed soffits on the project --
MS. BURTON: Okay.
JOSH GOOD: -- so we should not have to have any of these flat returns.
MS. BURTON: Okay. So all of the soffits are going to slope back up under, and you're going to get --
JOSH GOOD: Yeah.
MS. BURTON: -- this nice, clean shape?
JOSH GOOD: Correct.
MS. BURTON: Okay. I do have one other question. This went from a low-sloped roof to something else. Is this a --
MS. DREYER: Which elevation?

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FEMALE SPEAKER: North.
MS. BURTON: I'm now looking on the north elevation. So here to here.
JOSH GOOD: This is -- it might just be a -- it's a -- the roof has not changed. It must just be the way it was rendered.
MS. BURTON: Okay. Okay.
JOSH GOOD: So --
MS. BURTON: Okay.
MALE SPEAKER: (unintelligible) and then change the slope up --
MS. BURTON: Yeah.
JOSH GOOD: -- and match the higher slope on the -- from that --
MS. BURTON: And that's what these sides are going to look like, just this really nice clean shape, and then continue across the front?
JOSH GOOD: Yeah.
MS. BURTON: Okay. Just out of interest, on the -- where you have -- can I point? What are these things?
JOSH GOOD: We're doing like little (unintelligible) that were built out of either a cement board product or a treated -- painted wood product.
MS. BURTON: I'm just asking about

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these. So we see them on the front elevation.
MALE SPEAKER: Let me see, Rachel.
FEMALE SPEAKER: (unintelligible) right here.
MALE SPEAKER: Yeah.
JOSH GOOD: We're doing that on the hotel in the cornice pieces. That will be nice and laid back a little bit (unintelligible) that detail.
MS. BURTON: Yeah.
JOSH GOOD: It's just applied.
CHAIRMAN DIXON: Any other about the (unintelligible)? Any questions?
MALE SPEAKER: (unintelligible)?
CHAIRMAN DIXON: The resident --
FEMALE SPEAKER: Just on the residence.
MALE SPEAKER: Do you want to ask for a vote?
CHAIRMAN DIXON: No, no.
MS. DREYER: Not yet.
CHAIRMAN DIXON: No. I'm just --
FEMALE SPEAKER: We haven't done --
CHAIRMAN DIXON: We just said we'd ask questions per --
MS. BURTON: We're asking questions --
CHAIRMAN DIXON: -- section rather than

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going all the way through.
JOSH GOOD: Again, I just want to clarify. The samples you see here of the siding, there will be no texture. This is -- we could not -- we tried so hard to get smooth samples of the different colors, but we couldn't get them. All the siding and trim will be smooth as shown in the --
MS. BURTON: So it will be more like the sample?
JOSH GOOD: -- sample. Correct.
MS. BURTON: Well, then to me, that just really reiterates that then the shadow lines do become that really critical design piece and that the deep -- the depth is, I think, even more important.
MS. DREYER: So Artisan siding is what y'all want?
FEMALE SPEAKER: Uh-huh.
MS. DREYER: Okay. That's what I put down. I just wanted to make sure I --
MALE SPEAKER: As long as Artisan siding means that.
MS. DREYER: It means that.
MS. BURTON: Yeah. And corner trim.
CHAIRMAN DIXON: Go ahead.
MALE SPEAKER: Can we move on to another

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portion of the building?
CHAIRMAN DIXON: Yeah.
FEMALE SPEAKER: Uh-huh.
JOSH GOOD: For the hotel, there were no real comments on the hotel as of last meeting. Again, there are no exposed downspouts or gutters. It's (unintelligible) drains.
MS. BURTON: Yep.
JOSH GOOD: And (unintelligible) material board in front of you. That will hopefully make it a little bit easier (unintelligible) about what's going where. We have received samples of the brick with the actual mortar color as suggested. And we've included just -- again, just the labeled samples of each material and if you ask, I'll tell you where it is on the building if you can't tell from the drawing -- from the rendering.
MS. BURTON: Could you just --
(Audio abruptly cuts off)
(WHEREIN, the file was concluded.)

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I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

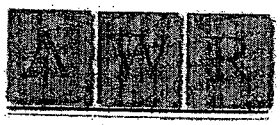
Sherri L. Jolley

In the Matter Of:

Audio Transcription IN RE: Croft v. Town of Summerville

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BOARD OF ARCHITECTURAL REVIEW MINUTES
SPECIAL MEETING, MONDAY, MAY 11, 2015, PART 2
TOWN HALL ANNEX -- COUNCIL CHAMBERS
IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE
MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Colthran
Beth Huggins
John Kwist
David Price

STAFF PRESENT:
Madelyn Robinson, Planning Dept.
Rich Palmer, Building Dept.
Lucy Dreyer, Board Secretary

Due to the quality of the recorded media, portions were unable to be transcribed. The transcript may also include misinterpreted words. The transcriber was not present at the time of the recording; therefore, this transcript should not be considered verbatim.

AUDIO RECORDING WAS TRANSCRIBED BY:

Sherri L. Jolley

TRANSCRIPTION

MS. BURTON: Could you just go over the two brick pieces?

MALE SPEAKER: The darker color is the brick number one?

MALE SPEAKER: Yes.

MS. BURTON: So forgive me for just -- this is --

MALE SPEAKER: So that's -- that's --

MS. BURTON: That's the lighter?

MALE SPEAKER: That's the lighter brick.

MS. BURTON: And then this --

MALE SPEAKER: Yes.

MS. BURTON: And this continues around?

MALE SPEAKER: Yeah.

MS. BURTON: And goes down --

MALE SPEAKER: Right. So if you look at the (unintelligible) here, two ends of the buildings --

MS. BURTON: Yep.

MALE SPEAKER: -- are the lighter brown color --

MS. BURTON: I understand.

MALE SPEAKER: -- with the red in between.

MS. BURTON: Yeah.

MALE SPEAKER: That continues to wrap around the courtyard --

MS. BURTON: Yeah.

MALE SPEAKER: -- side of the building.

MS. BURTON: Okay.

MALE SPEAKER: And, again, to clarify, this is the texture that both bricks will be. This is -- this vintage khaki, the only sample they have is in this exaggerated, deformed texture, but when they go to produce the brick, they can produce it in the mold that has that less tumbled texture to it.

MS. BURTON: Uh-huh.

MALE SPEAKER: Because we feel that's too extreme.

MS. BURTON: Uh-huh.

MALE SPEAKER: And the mortar also will be -- this is just the mortar guy that did these samples. When the mason does the samples, the mortar joint will be a lot cleaner and more uniform.

MR. KWIST: Brick number one, the one on the left (unintelligible)?

MS. BURTON: So will you be wanting to, you know, use this high-contrast mortar, or are you looking to have it be a much more uniform wall with --

MALE SPEAKER: We're looking at the high-contrast mortar. In our walks around downtown Summerville we've noticed that a lot of the buildings have the light mortar. And then as it ages over time, it will soften this appearance.

MS. BURTON: Yeah. Okay.

MR. KWIST: Will there be a standard running bond everywhere, or are you going to have some interesting --

MALE SPEAKER: We have a multitude of --

MR. KWIST: -- (unintelligible) or something like that?

MALE SPEAKER: -- courses. Yeah. At the base we have soldier courses, roll-out courses, sailor courses. The window sills are all (unintelligible). At the top of the building we have -- it goes from a sailor to a -- or it goes from a header to a soldier to a header course. So there's a lot of brick detail around the building. The base on the first floor level and again at the cornice -- at the cornice (unintelligible).

MR. KWIST: Well, the cornice is metal (unintelligible).

MS. BURTON: Do you --

MALE SPEAKER: (unintelligible) we're doing (unintelligible).

MALE SPEAKER: But if you look at the prospective here, so -- okay. We get the (unintelligible). So at the base of the building there will be a soldier course --

MR. KWIST: You've got a water table.

MALE SPEAKER: -- to define the water cable -- I mean, the water table which is a header -- again, which is a

header course. And when you go to the first floor line, we have a header, soldier, header, which wraps completely around the building and ends up going across the top of this cornice piece of the restaurant and the retail over here.

And then we have -- sorry -- roll-out courses as window sills at every single window. And on the main entrance we're doing some corbelling out with soldier courses to give it some added depth and -- when you go inside the hotel, this entrance, this is a two-story space. And then on the third floor is a -- like a presidential suite. So we wanted to separate out the functions of the two floors from the third.

MR. KWIST: (unintelligible) brick that can give you the curve?

MALE SPEAKER: No. It will -- it's a very -- it's actually a pretty mild radius. And we've done a project in -- on the island that has a very similar radius to this, but just regular straight brick, and it's just -- it's a real nice, gentle curve (unintelligible).

MR. KWIST: You don't think it will look (unintelligible)?

MALE SPEAKER: No. No, not at all.

MR. KWIST: The water table, is it going to be defined not only by a horizontal line, but is the lower brick going to be slightly out from the base above it so it will be a true water table?

MALE SPEAKER: Currently, it's not that way. Currently, the water table sticks out like a half inch -- the water table course -- and then the course below is flush with the course above.

MR. KWIST: And there appears to be a darker brick. Is that --

MALE SPEAKER: That's just due to the --

MR. KWIST: I'm sorry?

MALE SPEAKER: That's -- no, it's the same brick. It's just due to the shadow line and the rendering technique.

MR. KWIST: It is?

MALE SPEAKER: Yeah.

MR. KWIST: It looks like it's dark brown.

MALE SPEAKER: No. That will be the same. It should be the same. It should appear the same as that color down there. I'm not sure --

MR. KWIST: All right.

MALE SPEAKER: -- why it's appearing like that.

MS. BURTON: So you're going to use the same window product, just a different color?

MALE SPEAKER: Yeah. So we're using like an off-white for the residential.

MS. BURTON: Yep.

MALE SPEAKER: And for the hotel we're using a --

kind of a -- it's a brown -- it's not quite bronze, but it's --

MS. BURTON: Is it on that?

MALE SPEAKER: Yes.

MALE SPEAKER: So it's a dark bronze.

MS. BURTON: So use that for the window and then this for the railing?

MALE SPEAKER: Yes. That is what's shown on the rendering. The rendering actually has a little bit lighter color brown, which is an option on the -- from the manufacturer of the French doors.

MS. BURTON: Yeah. So where is the white --

MALE SPEAKER: The white is going to be --

MS. BURTON: -- (unintelligible)?

MALE SPEAKER: -- is at the rooftop --

MS. BURTON: Oh, up there. Yes. Okay.

MALE SPEAKER: -- area.

MS. BURTON: I understand.

MALE SPEAKER: That's the only place that's used on the entire project.

MS. BURTON: Yeah. And that's what this is, too, up there?

MALE SPEAKER: Yes.

MS. BURTON: I understand.

MALE SPEAKER: Again, it's flat, not textured.

MS. BURTON: Yeah.

MALE SPEAKER: And we're using -- instead of doing that one, we'll be doing reveals at the joint (unintelligible) panels.

MS. BURTON: Okay. So are you going to have flashing like at the top of the -- each of the panels, or how are you doing that?

MALE SPEAKER: No. It's like a -- it's a (unintelligible) system made with the fiber cement four-by-ten sheets.

MS. BURTON: Okay. Okay.

MALE SPEAKER: And it's a aluminum paint -- like aluminum reveal the panels that slide into, and it's painted to match the panel colors so it all kind of blends --

MS. BURTON: Okay.

MALE SPEAKER: -- together.

MS. BURTON: Okay.

MALE SPEAKER: It's a lot less intrusive than, you know, an inch and a half wide batten covering up the joint.

MS. BURTON: Yeah. So you're having like an aluminum -- like a -- say that all to me again.

MALE SPEAKER: So with the -- the (unintelligible) panels will come in --

MS. BURTON: Yeah.

MALE SPEAKER: -- like a four-by-eight or four-by-ten --

MS. BURTON: Yeah.

MALE SPEAKER: -- width. So wherever we have to have joints, instead of having -- in order to cover the joint up, instead of doing a batten on the face of it --

MS. BURTON: Yeah.

MALE SPEAKER: -- we're doing a -- it's a manufactured product that's a reveal system, a V-groove --

MS. BURTON: Okay.

MALE SPEAKER: -- that goes back in, that the two panels kind of slide into.

MS. BURTON: Okay.

MALE SPEAKER: And there's like a quarter-inch overlap on each side of the panel.

MS. BURTON: Okay.

MALE SPEAKER: And it will be all painted the same color to go away.

MS. BURTON: Okay.

DR. PRICE: Rachel, do you think there's any significance to having any butt-out at all for the water table versus being flat and just defined by a soldier course?

MALE SPEAKER: It does stick out a half inch.

MS. DREYER: Yeah, he said about a half inch.

(Unintelligible simultaneous speaking)

MALE SPEAKER: The actual course sticks out an inch, but the body of the -- the body above and below is

(unintelligible).

MS. BURTON: Yeah.

MR. KWIST: I'd like to see if it's --

MALE SPEAKER: The whole water course come out --

MS. BURTON: So you mean at -- do you mean the band that's above the first story windows that --

MS. DREYER: No, no, no.

MALE SPEAKER: No, no, no. The one that --

MS. BURTON: Oh, that one --

MS. DREYER: Yeah.

MS. BURTON: -- there.

MALE SPEAKER: I mean, a true water table sticks out.

MS. BURTON: So you mean sort of like it's a little -- like a --

MALE SPEAKER: Well, you'd have the soldier course, but you're -- the vertical wall --

MS. BURTON: Yeah.

MALE SPEAKER: -- beneath the soldier course would stick out basically another brick depth.

MS. DREYER: Oh, that much?

MS. BURTON: So are you meaning --

MALE SPEAKER: Or a half a brick. I don't have anything (unintelligible).

MS. BURTON: Are you meaning this like it really is

an angled brick doing this?

MALE SPEAKER: No.

MS. BURTON: And then this sticks out and then it goes back in?

MALE SPEAKER: No.

MALE SPEAKER: Before you come down, you've got your soldier course --

MS. BURTON: Yeah.

MALE SPEAKER: -- that they're going to put in here, but then have the brick below it --

MS. BURTON: Yeah.

MALE SPEAKER: -- sticking out further.

MS. BURTON: And then this -- and then it goes back to here?

MALE SPEAKER: No. This -- the same as --

MS. BURTON: Oh, this all -- this whole thing --

MALE SPEAKER: Yeah. This is your -- say your pavement or whatever.

MS. BURTON: Okay.

MALE SPEAKER: But --

MS. BURTON: So the whole thing is projected?

MALE SPEAKER: Right. And this projects out just al little bit further.

MS. DREYER: Water table down.

MS. BURTON: Yeah. So --

MALE SPEAKER: That --

MS. BURTON: So if that --

MALE SPEAKER: That's the traditional way of doing a water table.

MS. BURTON: Is that this water -- is that this line here?

MALE SPEAKER: Yes.

MS. BURTON: I guess I hadn't really considered that, David, just because there's so much fenestration across --

DR. PRICE: Okay.

MS. BURTON: -- here that's really rich in its color. And that, to me, is going to be the primary kind of texture and look. And, you know, so it starts here, wraps, goes all the way around. So I had just thought that that first floor is just -- it's -- I liked it. I mean, I thought -- it had canopies, it had big windows, it had really nice finish to all the windows. And the brick in itself is sort of like just little and subtle. It's not a -- it's not --

DR. PRICE: I just thought that would be another --

MS. BURTON: Yeah.

DR. PRICE: -- another traditional detail (unintelligible).

MS. BURTON: Yeah. It truly is, but then it's usually like -- then you put all the windows on top of that

water table like thing instead of --

DR. PRICE: (unintelligible)?

MS. BURTON: Yeah. I hadn't thought it -- that that --

DR. PRICE: The water table is usually at the level of the first-floor floor.

MS. BURTON: Yeah.

DR. PRICE: And then your windows are --

MS. BURTON: Yeah.

DR. PRICE: -- above that.

MS. BURTON: Yeah.

MR. KWIST: It does give you a heavier-looking face of which the building rises, so --

MS. BURTON: Yeah.

MALE SPEAKER: Yeah. This is where -- it's -- I guess we're using water table as more of just a term for a detailed line. The floor is still --

MS. BURTON: Yeah.

MALE SPEAKER: -- (unintelligible) below it. We're just using more of just a -- we're just using more of just a detail (unintelligible).

MS. BURTON: Yeah. I had thought -- David, it's much more like sort of if you go back even more traditional and you look at the Renaissance buildings where the whole first floor becomes the base. I had thought that was more like what

this looked like in its finish and its kind of application of, you know, base with something above.

MALE SPEAKER: I think I'm (unintelligible).

MS. BURTON: Yeah. But it's -- I mean, it's personal preference, too --

MS. DREYER: Yeah.

MS. BURTON: -- a little bit, like, what you love.

MALE SPEAKER: There's -- you're right. There is not much solid wall --

MS. BURTON: No.

MALE SPEAKER: -- along the first floor. It's --

MS. BURTON: No.

MALE SPEAKER: It's mostly (unintelligible) pilasters versus (unintelligible) windows.

MS. BURTON: Yeah. There's only a little bit.

MALE SPEAKER: And then, again, the cast stone windows -- correct me if my terminology is wrong -- (unintelligible), you know, we're doing a traditional profile on that. We're not -- it corbels out a couple -- approximately an inch to give some detail to that. It's not just a flat piece of cast -- precast stone. It has detail to it. We included (unintelligible) at the last submittal, and we did not bring it along this time because it wasn't an issue previously brought up.

MS. BURTON: Yeah.

MALE SPEAKER: Again, the detail is in the -- the detail is in the materials.

MS. BURTON: Yeah. Finally, just what is this material on that front curved piece below the windows?

MALE SPEAKER: Oh, the canopy?

MS. BURTON: No, above the canopy. So --

MALE SPEAKER: Oh, that will be wood. That will be the stained -- stained --

MS. BURTON: Oh, okay. So just --

MALE SPEAKER: -- wood that matches the --

MS. BURTON: -- like all these other --

MALE SPEAKER: Yes.

MS. BURTON: I understand.

MALE SPEAKER: But, ideally, we would -- ideally, we would like to reuse trees that are cut down on the site if they're the right species for exterior exposure, but that's -- you know, that's a lofty idea that --

MS. BURTON: Okay.

MALE SPEAKER: -- most likely will not get instituted.

MS. BURTON: Yeah.

MALE SPEAKER: (unintelligible).

MS. BURTON: Okay. So I actually just found one note on it because it wasn't on this elevation. And it says it is metal paneling to match aluminum storefront (unintelligible)

system.

MALE SPEAKER: Yeah, that's a -- that's a (unintelligible) that we failed to change.

MS. BURTON: Okay.

MALE SPEAKER: Which one is that?

MS. BURTON: I'm talking about this panel below the windows on the -- that curved piece. And he was saying that's going to be wood to match the windows, but this note says metal (unintelligible).

MALE SPEAKER: Yeah, we don't have (unintelligible) panel anywhere else on the project, so --

MS. BURTON: Yeah.

MALE SPEAKER: -- I mean, that's -- it's not --

(Unintelligible simultaneous speaking)

MALE SPEAKER: Once we change the panels below, the windows in the restaurant and storefront will be wood panels. We're going to change those panels as well.

MR. KWIST: That was a question -- I was having some of these days aluminum window system with wood doors.

MALE SPEAKER: So that --

MR. KWIST: So are the doors going to be wood and then the windows surrounding it are going to be aluminum, or are those areas along the side, whether it's a restaurant or down the Cedar Street side, are they -- are those all going to be wood-framed?

MALE SPEAKER: So all the windows on the first floor of the hotel, it's going to be a storefront framing system. It's just the aluminum framing in this dark bronze color. And then (unintelligible) window frames and door frames. And those doors inside the frames will be a wood door.

MS. BURTON: And then the trim is wood?

MALE SPEAKER: The trim -- on the restaurant and on the retail the trim will be wood. In this area here where we're changing uses in the hotel and the hotel (sic), they're doing the cement -- painted cement board to match the rest of the trim on the project.

MS. BURTON: Okay.

MS. COLTHRAN: And the wood will be stained?

MALE SPEAKER: Yes. Yeah. We need to use a wood (unintelligible) that's -- I had it here somewhere.

MS. DREYER: I just saw it a minute ago.

MALE SPEAKER: But it's --

MALE SPEAKER: It was right here with the --

MALE SPEAKER: Here you go.

MS. DREYER: Ah, there it is.

MALE SPEAKER: So it has a nice, gentle brown color. We don't want to -- and we don't want to do anything too red to compete with the brick, so we want to keep it a soft light brown color to complement the window frames and the brick.

MS. COLTHRAN: We'll have to see it with the brick.

Okay?

MALE SPEAKER: And, actually, it will be used in --

(Unintelligible simultaneous speaking)

MALE SPEAKER: -- in other brick.

(Unintelligible simultaneous speaking)

MALE SPEAKER: Yeah. There will be a seam at both -- in both brick colors.

FEMALE SPEAKER: I can't see it. I'm too short.

MALE SPEAKER: Okay.

MS. COLTHRAN: I'd like it darker.

DR. PRICE: The cornice at the top, is that factory finish?

MALE SPEAKER: Yes.

DR. PRICE: Yes. And the rotunda, for lack of a better -- all that is special fabricated?

MALE SPEAKER: Yeah.

DR. PRICE: You don't have to feel --

MALE SPEAKER: No. No. We're proposing either an extruded aluminum corner system or like a GFRP system. I mean, those are all factory formed and pieced together. So it's just -- they come (unintelligible) sections, and they're applied in the field.

DR. PRICE: FRP is?

MALE SPEAKER: FRP -- fiber-reinforced plastic. It has the same finish as the aluminum does.

DR. PRICE: And would you do that only at the circular or everywhere?

MALE SPEAKER: We'd use the same material everywhere. (unintelligible) radius.

MR. KWIST: So is it metal or non-metal? That's all I'm asking. I'm sorry. I didn't hear everything. I heard FRP and aluminum.

MALE SPEAKER: It's going to be --

MALE SPEAKER: Right. It's -- I mean, if --

MALE SPEAKER: That's going to be framed (unintelligible).

MALE SPEAKER: We had -- we originally (unintelligible) metal and --

(Unintelligible due to background conversations)

MALE SPEAKER: -- used the second option as the FRP or the GFRC to get more manufacturers for more competitive pricing, but they have the same look and same finish.

MR. KWIST: And what's the -- is that the -- is that --

(Unintelligible simultaneous speaking)

MR. KWIST: What's the life expectancy of that stuff?

MALE SPEAKER: Forever. I mean --

MR. KWIST: (unintelligible) FRP?

MALE SPEAKER: FRP is forever. Yeah. It's

essentially -- it's a -- it's essentially a --

MALE SPEAKER: Surely FRP --

MALE SPEAKER: -- reinforced plastic material.

MALE SPEAKER: It's really FRP.

MALE SPEAKER: And then the aluminum, you know, it's as a -- it's a pretty heavy gauge extruded aluminum product.

MR. KWIST: And it's prefinished?

MALE SPEAKER: Prefinished. Yes.

MR. KWIST: In this green color?

MALE SPEAKER: In that green color. Yes. The green -- and then, again, up on the rooftop element, it would be in this off-white color.

MR. KWIST: I think we'd like a little bit darker wood stain than that, but that can be determined once we have a wood material --

MALE SPEAKER: Okay.

MR. KWIST: -- and start doing some --

MALE SPEAKER: Is this a sealer -- a natural -- sealer a natural color or has this been stained?

MALE SPEAKER: That right there is a natural sealer on a natural wood --

MALE SPEAKER: Yeah.

MALE SPEAKER: -- but that wood right there is -- it's outrageously expensive, so we (unintelligible) that color on the --

MR. KWIST: So this is what it looked before the seal?

MALE SPEAKER: But if you want to go with darker wood -- you know, use darker stain on the wood that, you know, will hold up to the (unintelligible). But we're not going to use -- we're not going to stain pine out there. You know, it's going to be a hardwood.

MS. BURTON: Yeah. I mean, your renderings have sort of some darker wood appearance, and it just looks really attractive.

MS. DREYER: It does.

MALE SPEAKER: Okay. Yeah, we can -- we can totally match what we're showing on the renderings.

MS. DREYER: Okay.

MALE SPEAKER: Is that it for the hotel?

MS. DREYER: Is that it for the hotel?

MALE SPEAKER: I think so.

MS. BURTON: Yeah.

MS. DREYER: Okay.

MALE SPEAKER: Any other questions on the hotel?

MALE SPEAKER: Now for the event center.

MS. DREYER: Oh, yes. The event center.

MALE SPEAKER: (unintelligible) event center were to try to warm it up, particularly on the west (unintelligible) elevation where the (unintelligible) element is. So in order to

do that, we took out all the aluminum (unintelligible) doors and all the entrance doors and all the porch and entrance at the driveway are now the same wood doors that's on the hotel. So that's -- so that's number one.

Number two, the porch element itself, instead of just doing a simple, like, concrete porch, like, with a (unintelligible) coating on it, we're doing a salt finish concrete with brick banding that aligns with the columns everywhere. So around the edge you'll have, like, a double (unintelligible), sailor course, whatever it's called. And then also in between the columns going back to the center itself, kind of give it a nice texture and a nice materiality to the porch itself (unintelligible).

And then -- this is -- you can't see it on elevations, so we included -- that's why we included this, this floor plan along with it, so you can see (unintelligible) happening. On the inside of the conference -- of the event center, in that hallway that goes -- the hallway that goes through it, we have a lot of wooded elements in there as well.

We have pilasters all along the windows on that -- I guess the driveway, that stick out about six inches and go up to the 14-foot ceiling. And then the ceiling is a coffered ceiling with the wood elements that go across the ceiling and back down the other side. So the event center itself is very warm inside.

And since it's so transparent on the outside, that interior finish will be seen later on the porch and almost (unintelligible). So that will help to kind of create the warmth that we're hoping to go for. Then, also, the ceiling on the porch and that projecting, like, eyebrow piece that goes around along the whole elevation, along the driveway, the underside of that will be either painted, like, bead board (unintelligible) porch or even --

MS. BURTON: Yep.

MALE SPEAKER: -- just a clear-coated plywood wood-bead board to kind of -- with the same stain as the wood on the project. And that's kind of (unintelligible) element, so --

And then, also, the last element on the event center to kind of relate it back to a more warm, fuzzy feeling is the railing. Previously on the railing of the porch we were showing these (unintelligible) aluminum profiles, and we have two options. I'm sorry for giving you guys options. I know we're supposed to come in here with, like, a set directive, but we just didn't want to take a chance, you know, on -- because sometimes what we want is not what you guys want. And (unintelligible).

So we want a very substantial railing out in front of the event center. So, again, we're proposing to use this railing again, but in a -- in the dark brown color, which is,

again, the -- sort of the -- it's what they call the caramel color down here, again, with this nice heavy profile. And, again, it relates back to the brick and everything.

And the second option would be to do a custom wrought iron railing, ideally made by a local artist or blacksmith with a -- kind of a Summerville/Charleston-esque motif in the iron work. And as this building will be owned by the city and public building, I thought if we do that -- if we decided to go that direction with the custom iron railing we can then work with the city and find a local craftsman to make that happen.

But I think either one -- either, like, a heavy residential type of railing or a wrought iron railing is a nice decorative -- in-fill panels would really help to make that event center stand out on that elevation. And that's what we're doing on the event center.

MS. COLTHRAN: I had -- since we have gained the garden --

MALE SPEAKER: Right.

MS. COLTHRAN: -- I can imagine that somebody might have a lovely garden wedding and then the reception inside the building. And so I was looking at the wall (unintelligible). And I wonder if it might be a good idea to have -- when you look at the floor plan, the sidewalk goes straight out here, but there's no door there. You've got the seating arrangement

there. (unintelligible) out and around by the dumpsters. And so I just was wondering if it wouldn't be better to sort of strike these two walls, or at least just open --

MS. BURTON: So this is --

MS. COLTHRAN: -- a doorway --

MALE SPEAKER: There's a door behind it.

(Unintelligible simultaneous speaking)

MS. BURTON: So you're talking here --

MALE SPEAKER: You're talking, yeah, putting a door here.

MALE SPEAKER: Right.

MS. COLTHRAN: This is a sidewalk that goes around the park. (unintelligible) door right here.

MS. BURTON: Is this a bench?

MALE SPEAKER: Yeah, just a bench.

(Unintelligible background conversations between multiple people)

MALE SPEAKER: So this is a raised planter with our (unintelligible) element that goes up and around the roof. And it acts as a screen. The entrance to the garage is directly across from the entrance of (unintelligible) center. So we're using this element as a green screen and also as a visual screen --

MS. BURTON: Yeah.

MALE SPEAKER: -- to the garage.

MS. BURTON: (unintelligible).

MALE SPEAKER: No, that's an excellent comment.

MS. BURTON: That's actually a very nice idea to connect that.

MS. COLTHRAN: Yeah.

MALE SPEAKER: It's a really good comment.

MS. COLTHRAN: I imagine it was originally done to hide the service --

MALE SPEAKER: Correct. Correct.

MS. COLTHRAN: -- door, but since we now need to get to the garden --

MALE SPEAKER: Yeah.

MS. COLTHRAN: And I -- and it looks like if you can get to it around the front --

MALE SPEAKER: You can get to it around the front. Right.

MS. BURTON: Yeah. That would be really --

MS. DREYER: That would be very nice.

(Unintelligible simultaneous speaking)

MS. COLTHRAN: I'm planning my grandson's wedding in 20 years.

MALE SPEAKER: That's going to be --

FEMALE SPEAKER: Oh, in 20 years.

MS. COLTHRAN: He's seven.

MALE SPEAKER: This is going to be a great space out

here. You know, this is relatively flat across the way, and we'll have a ramp and a -- like a grand stair (unintelligible) level. This is about two feet, two and a half feet above the (unintelligible) down here. So we're going to have a really nice entrance sequence getting up to that level from the sidewalk --

MS. BURTON: Yeah.

MALE SPEAKER: -- whereas on this side, the sidewalk just slopes naturally down to that --

MS. BURTON: Yeah.

MALE SPEAKER: -- to that level.

MALE SPEAKER: Again --

MALE SPEAKER: (unintelligible) a doorway.

MS. COLTHRAN: An opening.

MS. BURTON: Yeah.

MALE SPEAKER: That's an excellent idea.

MS. BURTON: Yeah. Yeah. Great idea.

MS. DREYER: Okay. So you're thinking an opening in this wall?

MS. BURTON: In this wall here.

MS. DREYER: Right here. Got it. That's okay.

MS. COLTHRAN: (unintelligible).

MS. DREYER: Ah.

MS. COLTHRAN: So it goes straight out to that sidewalk.

MS. BURTON: So the soffit color is going to be like a cream color, maybe, or what would the soffit be?

MALE SPEAKER: If we don't do this -- if we don't do a stained wood, then it would -- yeah, it would kind of -- I don't think we're wanting to go with this white color. If we could make it more of a -- either a cream or a -- like a darker gray to kind of match --

MS. BURTON: Yeah.

MALE SPEAKER: -- the profile of the -- the paint color of the profile.

DR. PRICE: Where?

MS. BURTON: Just the soffit with the exposed wood or the -- well, all of those things you're proposing and the option of any of those would be fine with me.

MALE SPEAKER: What soffit is she talking about?

MS. BURTON: Do you know if this -- this canopy piece.

MALE SPEAKER: Oh, the underside?

MS. BURTON: Yeah.

MALE SPEAKER: Okay.

MS. COLTHRAN: The signage that's designated there, I assume that's something that the city would do after (unintelligible)?

MALE SPEAKER: Yeah. That's just something we put on there to -- we've had no direct contact with the city

regarding this building and what actually will happen as far as once it's built, how they recognize it, because we do -- that's under a pretty substantial canopy and awning system there. So it won't be that visible as it is in the elevation.

So it might end up being like (unintelligible) sign out at the front of the building (unintelligible) vertical pier or something with the signs on it. That's something to be determined. I'm not sure (unintelligible) signage submittal process or not, but that would be taken care of at that time.

MS. BURTON: Yeah.

MS. COLTHRAN: I just wanted to make sure you weren't going to put (unintelligible).

DR. PRICE: I'm sure the town would accept a large donation to have it called Colthran's event center.

MS. COLTHRAN: No. I don't think so. I think maybe we should have a contest and let the people name this building.

DR. PRICE: I do think that it's really potentially a neat idea to have the railing for this building be put out for RFP for local artisans.

MS. BURTON: Wouldn't that be great? That would be really nice.

(Unintelligible simultaneous speaking)

MALE SPEAKER: It would really add something to the --

MS. BURTON: Yeah. It would be very nice.

MS. COLTHRAN: I'm fine. Will we get a copy of your specs? There have been so many things that -- changes that haven't been corrected on the drawings.

MALE SPEAKER: Right. So based on -- after this meeting, we will get meeting minutes from Madelyn here --

MS. COLTHRAN: Right.

MALE SPEAKER: -- and we'll incorporate those into our contract documents. And when we receive a permit, those drawings will be part of the record. And I guess, madam, correct me if I'm wrong, but the -- kind of the -- the final approval kind of hinges on the permit set of drawings.

FEMALE SPEAKER: (unintelligible).

MS. BURTON: Okay.

MS. DREYER: Okay. So let me just -- y'all are good with either wrought iron or the railings to match the residential units?

(Unintelligible simultaneous speaking)

MS. BURTON: In a different color.

MS. DREYER: Huh?

MS. BURTON: In a different color.

MS. DREYER: Well, yeah.

FEMALE SPEAKER: On the event center?

MS. DREYER: Yes. On the event center, so we can -- so who -- are we going to make a decision or are we leaving that --

MALE SPEAKER: I think some of this is going to depend upon what the town --

MS. DREYER: Wants to go with?

MALE SPEAKER: -- wants to do.

MS. DREYER: Okay. But you would be good with either?

MS. BURTON: Yeah.

MS. DREYER: Okay. Let me -- I just --

MS. BURTON: And the same --

MALE SPEAKER: (unintelligible) but I think we would --

MS. BURTON: And same with the soffit. I don't mind either solution.

MALE SPEAKER: Yeah. We would ask the town to consider --

MS. DREYER: Okay.

MALE SPEAKER: -- the other role of getting a local artisan that --

MS. DREYER: Yeah. Okay. I've got that. I just wanted to know if you clearly --

MS. BURTON: Yeah.

MS. DREYER: -- specified something. Okay. Good.

(Unintelligible simultaneous speaking)

CHAIRMAN DIXON: Ladies and gentlemen, y'all have been very patient with us. We appreciate it. We've had a

chance to look at the samples that they brought in up-close, and y'all haven't. So I'm going to call us about a five-minute break, let y'all come up here. And you can look at the materials that they have actually brought here for us to look at. So it's about 25 after. We'll get back to going from there.

(A short break was taken)

CHAIRMAN DIXON: Ladies and gentlemen, if y'all would have a seat now and -- y'all ready? All right. Anyone that wishes to speak, we do need you to sign in so that we have record of who actually spoke. As in the past, I'd ask you, don't be long-winded. I mean, say what you need to say and say all of it, but try to hold it down. And if somebody else has said something, don't just repeat it. But other than that, I'm going to let y'all, one at a time, come up, and y'all can -- I want you to sign in. And I'm going to put this --

MS. BURTON: Do you mind taking down that board so that when people do stand up we can --

MALE SPEAKER: It's protecting me.

(Laughter)

MS. BURTON: Thank you.

CHAIRMAN DIXON: Now, please remember, we've got five things we had look at. We've already given conditional final approval, and so they're -- they came in with the items that we asked them to come back and present to us on that. So

please hold your comments to those items. Thank you.

Who's first?

ADRIAN KWIST: I'm going to stand in the corner so everybody can hear me there, if you don't mind.

My name is Adrian Kwist. And I just wanted to make everyone aware that I'm not in favor of the hotel, but that's beside the point right now. At the last meeting -- or I should say the April meeting, I brought -- I made a suggestion that -- I don't know if it was an oversight on the design, but all the hotels -- big hotels, they all have a canopy where people can drive under when they check in.

This hotel, the best I can tell, they don't have a canopy. So when you have a day like we had this afternoon with a big thunderstorm, people try to check in, they're going to get wet because there's no -- I don't know what the proper name for it is -- there's not a canopy there where you can park underneath. And I was hoping that Mr. Applegate may have noted that the last time when I brought it up, but I noticed tonight there was nothing mentioned about having a canopy there for people to drive underneath.

And I think if they're going to call this a luxury hotel, it should have a place where people can drive underneath to stay out of the inclement weather.

The other thing that I'm surprised about is when you read the Charleston paper, all the major hotels and major

buildings that are being built are required to have a model -- a scale model for people to see how large this project is going to be. And on that same model, it should have buildings in the neighborhood, like the Lutheran church, Mr. Davenport's building. And it gives people a lot more of a better idea what this complex is going to look like, because it's going to be a very large complex.

And you can show all the pretty pictures you want to, but people still don't have a good idea of how large this project is going to be. And, basically, that's all I have to say. And I'm hoping before you vote on this thing that you take these in consideration, because when people do check into a hotel they don't want to have to deal with bad weather.

Being cold and temperatures is one thing, but you don't want to be checking into a hotel and it's pouring down rain and you're trying to carry suitcases in. That's all I have to say. Thank you.

CHAIRMAN DIXON: Thank you.

(Applause)

MS. DREYER: Anybody else?

CHAIRMAN DIXON: Another one?

To be honest with you all, I let Mr. Kwist talk, but it was not about the five items that we're here to look at tonight. So please restrain your comments to just what we're reviewing today. Thank you.

MALE SPEAKER: Well, I asked last time -- I live right by the hotel, where it's going up at. And I asked last time was it soundproof on the restaurant and band that they were going to be having up there. The mayor has already said that he's going to have a band and restaurant on top.

Now, I live right there, right across from it. The (unintelligible) still have problems with it. I've also asked about whether the trucks were going to come in front of my house or beside my house, so when they come out. And the lady here, she said that they can use any street they want to use -- trucks. That's not true. On Sumter, you do not have thru trucks. You do not have trucks over eight ton in front of the councilman's house.

CHAIRMAN DIXON: Excuse me, sir.

MALE SPEAKER: Now, wait a minute.

CHAIRMAN DIXON: That's --

MALE SPEAKER: I asked --

CHAIRMAN DIXON: That's not our --

MALE SPEAKER: I asked last time whether you were going to have it soundproof or whether they can make it soundproof, and nobody at any of these times has answered this question or even brought it up. Why? Why haven't you brought it up?

CHAIRMAN DIXON: It's not part of the review of the plan, sir.

MALE SPEAKER: This is part of the view plan. Hell with the (unintelligible) my house, and I'm going to have music out there.

CHAIRMAN DIXON: I hear music --

MALE SPEAKER: I'm going to have music --

CHAIRMAN DIXON: I'm five blocks away and I hear music from downtown, sir, but that's not what we were here tonight to look at. I suggest you take that to Town Council.

MALE SPEAKER: So what you going to say? Just --

CHAIRMAN DIXON: Town Council meets on Wednesday.

MALE SPEAKER: You don't care about what I have or what I feel?

FEMALE SPEAKER: Sir, this is --

MALE SPEAKER: It's what about you.

CHAIRMAN DIXON: No.

FEMALE SPEAKER: -- (unintelligible) opportunity ever.

CHAIRMAN DIXON: The zoning is B-3. I have no control over that. The town -- it's been that way for a long time.

MALE SPEAKER: You have control over the building.

CHAIRMAN DIXON: (unintelligible).

MALE SPEAKER: You have control over the building. You have control over the park that's going in there.

CHAIRMAN DIXON: I do not have control over what

might or might not happen in the future in the building. It's -- that's not part of what the BAR -- our control is.

MALE SPEAKER: Well, why are you reviewing this for then?

MALE SPEAKER: Here --

MALE SPEAKER: Why are you reviewing it?

MALE SPEAKER: Because that's what our job is.

MALE SPEAKER: Well, then if you're reviewing it, you ought to be reviewing something to make it soundproof. No?

FEMALE SPEAKER: No.

MALE SPEAKER: That's not a window that's going to separate you from sound. These types of things --

MALE SPEAKER: Well, then why don't you have a window?

MALE SPEAKER: These types -- that's not -- that's (unintelligible). These types of things are things that are nuisances that you need to take up with Town Council, not with Board of --

MALE SPEAKER: (unintelligible) the Board of Architecture come up with the problem. You even said that you're going to have (unintelligible). And you can make the parks where it will be soundproof.

FEMALE SPEAKER: Sir, I think he has a right to be heard, and the BAR should consider these matters.

CHAIRMAN DIXON: Excuse me, ma'am. Would you come up and sign?

FEMALE SPEAKER: I've said my peace.

CHAIRMAN DIXON: All right. We're here tonight for five items. That's all. The preliminary approval was already given last month. We're here to look at the -- what it's going to be built of, not the other things. We had three meetings that I recall where all those could be brought up.

MALE SPEAKER: I think y'all ought to resign.

FEMALE SPEAKER: Yes. I'm afraid I agree.

CHAIRMAN DIXON: Were there any other comments about what we're looking at? Yes, sir? Come up.

HEYWARD HUSTON: Let me just make this observation. We could not hear the discussion up there. This is nothing against you as individuals, but we were completely (unintelligible). We couldn't hear. We couldn't see the materials that were being discussed.

DR. PRICE: Now is not the time to tell us you couldn't hear us when we've been up here talking for an hour and a half.

HEYWARD HUSTON: I was sitting in the third row there, David, and I could not hear what Rachel was saying, because she was mumbling. Now, I'm sorry, that's part of the problem of your proceedings being --

CHAIRMAN DIXON: This was the reason I gave y'all

time to come up and look at what's here and ask any questions, so --

HEYWARD HUSTON: But you can't correlate some mock (unintelligible) there with the discussion, because we couldn't hear the discussion and we couldn't see the mock-ups. So that's the problem.

I would like to make one other comment. I'll be glad to sign in. But I think Adrian made a very important point, and that was that you have refused to demand a scale model. And I believe, Rachel, you brought it up at the very beginning, and I give you credit for that.

MALE SPEAKER: It was David.

HEYWARD HUSTON: David.

MS. BURTON: David and John.

HEYWARD HUSTON: Well, that was a very important thing. But you didn't follow-up and insist on that scale model. So there's the very real possibility that we're going to get a monstrosity in this community, and not realize what a monstrosity we have until after it's, you know, built. And we have a little black mark on your record, and it's -- out here in the community, everybody is talking about it, that black enclosure there on Short Central (ph). I mean, nobody -- nobody -- likes what you approved.

MALE SPEAKER: What was built was not what we approved, and we're having a meeting about that tomorrow night.

So --

HEYWARD HUSTON: Well, why don't you insist upon a scale model? Because that would prevent you from making an even -- humongous mistake. I think you had a good idea in the beginning, David, and I think you should insist on that. That's --

CHAIRMAN DIXON: Thank you.

MS. DREYER: I just need you to sign in, Heyward.

HEYWARD HUSTON: Okay. I appreciate your work, but I think you need to stick with your guns and insist on these good ideas that you have.

MS. DREYER: Okay.

CHAIRMAN DIXON: Well, was there anybody else that would like to make comments or ask questions?

FEMALE SPEAKER: (unintelligible) signed in.

MS. DREYER: Well, I had taken you off.

FEMALE SPEAKER: I'm still there?

MS. DREYER: Well, I read beside it that you declined, so --

FEMALE SPEAKER: Well, I'll scratch that out.

MS. DREYER: Good enough.

FEMALE SPEAKER: I don't have a problem with most of you, but I do have it with you, sir -- the chairman. Mr. Chairman, I think you need --

MALE SPEAKER: Speak up. Excuse me?

FEMALE SPEAKER: Yes. I have a little bit of a problem with Mr. Chairman. I forget your name. Phil, was it? Phil, I apologize if I'm a little irate, but I am right at this minute because you need to give people a little more open forum. You just closed minds on everything, and we need a little bit of discussion. This is a community. We're not just you. We're a community. And I think you need to be a little more open and congenial, please.

And I would like (unintelligible) very much to see something addressed about the sound problem, because I am concerned about my churches in my community. I've said it before and I'm saying it again. And if you don't have the authority to sounds (sic), please bring it up with the rest of the town. Please do your job that way. Help us out. Give us a little break, please. Please, sir.

CHAIRMAN DIXON: Thank you, ma'am.

(Applause)

CHAIRMAN DIXON: Anyone else?

(unintelligible) discussion that you want to make on --

MR. KWIST: Yeah. I did want to -- I know we're about to vote, and I did want to go on record as saying that I'm in favor of the hotel, and I'm in favor of the convention center, but I'm not in favor of the condominium complex. And I have my reasons for that. I think it is too massive. I think

it is connected to the hotel and should not be, and I've said that from the very beginning.

As a -- as a kind of a last-minute compromise, I thought we were going to get a glass curtain wall to separate those two buildings. We didn't get that. So there's a lack of separation. I think there still will be a traffic problem. I was on record as having said that before. And the historic cottages -- and I'm not talking about the Finukan (ph) House or the brick building on the corner, but the other two said in the first meeting that that should be upon the -- the responsibility of that should be upon the developer to relocate those in the historic district at the developer's expense. I think significant trees should be recognized and saved.

And I think the model in and of itself may not have opened any eyes to some people, but taken in the context of the community, the buildings across the street on all four sides, if you will, including a church, seem to have been completely ignored in this project. All we see in these renderings is the building, we see nothing else around it.

And I think the model, taken in context with the community and the preservation of the immediate neighborhood, which is what -- I haven't heard it tonight, but the BAR is responsible for preserving the integrity and the ambiance of the neighborhood. We have completely ignored that in this process. And why? Because there's been no model. And I've said that too

many times already. I hear it from the public, and I'm saying it myself.

I see Mayor Riley with a model of the hotel and I see the Town of Mount Pleasant with a model of the new town hall proposed. And I think if we don't see this in the context of the neighborhood we'll all regret it.

So my pitch tonight is we should -- I would make a motion if it's -- if it's appropriate -- can I make a motion?

FEMALE SPEAKER: Uh-huh.

MALE SPEAKER: I would move that we approve the hotel and the convention center and ask for a redesign of the condominium complex. I think it's -- I think the condominiums are uninspired. To many people they're unattractive, including me. And I know taste is a personal matter, but I think -- this is a good architectural firm. I think they can do better, and I think Summerville deserves better. Thank you.

(Applause)

CHAIRMAN DIXON: Do I have a second?

(No response)

CHAIRMAN DIXON: John, I'm sorry. It fails due to lack of a second. Anybody else have a motion?

DR. PRICE: Well, I move that we proceed with the final approval based upon the fact that we did conditional final approval. And I feel that the contractor -- or the developer has answered the questions we asked him to answer and provided

us with material choices that we asked him to deliver to us.

FEMALE SPEAKER: (unintelligible).

MALE SPEAKER: We already approved (unintelligible).

CHAIRMAN DIXON: Second on that?

MS. BURTON: I second that.

MS. HUGGINS: I'm in agreement. .

CHAIRMAN DIXON: All right. Let's take --

MS. DREYER: Yeah. Just wait.

CHAIRMAN DIXON: (unintelligible) by each.

FEMALE SPEAKER: I agree with what David was saying. I did have some initial issues about the plan, but all those were answered by the architect tonight. Just little things here and there -- in addition, I would like to thank you all for the comprehensive landscaping plan. (unintelligible) sometimes that's a forgotten thing, you know, or you just don't have the resources to fund such a wonderful plan.

But I think that's really going to make, you know, the visual part of the project and tie it all together. So I'd like to thank you all for doing that. And I think it's going to be a wonderful asset to Summerville.

CHAIRMAN DIXON: David?

DR. PRICE: Yes.

CHAIRMAN DIXON: John?

MR. KWIST: If I have to vote on the entire thing,

no. I'd vote yes for the hotel and the convention center, no to the condominiums.

CHAIRMAN DIXON: Cecile?

MS. COLTHRAN: Yes.

CHAIRMAN DIXON: Rachel?

MS. BURTON: I vote yes. And I also just would like to compliment the architect for listening to our comments last time and responding. So thank you very much.

CHAIRMAN DIXON: And I vote yes.

MS. DREYER: Okay.

CHAIRMAN DIXON: Ladies and gentlemen, the Board has voted to give final approval. I know y'all are not happy with it, and I'm sorry. I think it's going to be an asset to the community. And hopefully once it gets built y'all will have -- change your opinion on what we've done.

I think we are very fortunate to have somebody like Mr. Applegate and his architectural firm that has bent over backwards to try to take care of at least most of the things that we've asked them to do.

If y'all read in the paper the problems that they've had down there around the Sergeant Jasper and -- problems there, that nothing is going anywhere. It almost looks like the developer there decided to stick it in their eye, which I think is sad.

Anyhow, I thank you all for coming. Like I said, I

hope that once it gets built that your opinion will be changed. And I ask y'all tonight --

MALE SPEAKER: (unintelligible).

(WHEREIN, the meeting was concluded.)

CERTIFICATE OF NOTARY PUBLIC

STATE OF MISSOURI

I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

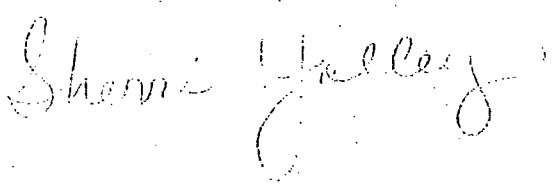
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Sherri L. Jolley

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Sherri L. Jolley

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BOARD OF ARCHITECTURAL REVIEW MINUTES
SPECIAL MEETING, MONDAY, MAY 11, 2015, PART 2
TOWN HALL ANNEX -- COUNCIL CHAMBERS
IN RE: 208 S. CEDAR STREET, 200, 206, 201 W. RICHARDSON AVENUE
MIXED USE DEVELOPMENT - DORCHESTER HOTEL

MEMBERS PRESENT:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Colthran
Beth Huggins
John Kwist
David Price

STAFF PRESENT:
Madelyn Robinson, Planning Dept.
Rich Palmer, Building Dept.
Lucy Dreyer, Board Secretary

Due to the quality of the recorded media, portions were unable to be transcribed. The transcript may also include misinterpreted words. The transcriber was not present at the time of the recording; therefore, this transcript should not be considered verbatim.

AUDIO RECORDING WAS TRANSCRIBED BY:

Sherri L. Jolley

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TRANSCRIPTION

MS. BURTON: Could you just go over the two brick pieces?

MALE SPEAKER: The darker color is the brick number one?

MALE SPEAKER: Yes.

MS. BURTON: So forgive me for just -- this is --

MALE SPEAKER: So that's -- that's --

MS. BURTON: That's the lighter?

MALE SPEAKER: That's the lighter brick.

MS. BURTON: And then this --

MALE SPEAKER: Yes.

MS. BURTON: And this continues around?

MALE SPEAKER: Yeah.

MS. BURTON: And goes down --

MALE SPEAKER: Right. So if you look at the (unintelligible) here, two ends of the buildings --

MS. BURTON: Yep.

MALE SPEAKER: -- are the lighter brown color --

MS. BURTON: I understand.

MALE SPEAKER: -- with the red in between.

MS. BURTON: Yeah.

MALE SPEAKER: That continues to wrap around the courtyard --

MS. BURTON: Yeah.

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MALE SPEAKER: -- side of the building.

MS. BURTON: Okay.

MALE SPEAKER: And, again, to clarify, this is the texture that both bricks will be. This is -- this vintage khaki, the only sample they have is in this exaggerated, deformed texture, but when they go to produce the brick, they can produce it in the mold that has that less tumbled texture to it.

MS. BURTON: Uh-huh.

MALE SPEAKER: Because we feel that's too extreme.

MS. BURTON: Uh-huh.

MALE SPEAKER: And the mortar also will be -- this is just the mortar guy that did these samples. When the mason does the samples, the mortar joint will be a lot cleaner and more uniform.

MR. KWIST: Brick number one, the one on the left (unintelligible)?

MS. BURTON: So will you be wanting to, you know, use this high-contrast mortar, or are you looking to have it be a much more uniform wall with --

MALE SPEAKER: We're looking at the high-contrast mortar. In our walks around downtown Summerville we've noticed that a lot of the buildings have the light mortar. And then as it ages over time, it will soften this appearance.

MS. BURTON: Yeah. Okay.

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MR. KWIST: Will there be a standard running bond everywhere, or are you going to have some interesting --

MALE SPEAKER: We have a multitude of --

MR. KWIST: -- (unintelligible) or something like that?

MALE SPEAKER: -- courses. Yeah. At the base we have soldier courses, roll-out courses, sailor courses. The window sills are all (unintelligible). At the top of the building we have -- it goes from a sailor to a -- or it goes from a header to a soldier to a header course. So there's a lot of brick detail around the building. The base on the first floor level and again at the cornice -- at the cornice (unintelligible).

MR. KWIST: Well, the cornice is metal (unintelligible).

MS. BURTON: Do you --

MALE SPEAKER: (unintelligible) we're doing (unintelligible).

MALE SPEAKER: But if you look at the prospective here, so -- okay. We get the (unintelligible). So at the base of the building there will be a soldier course --

MR. KWIST: You've got a water table.

MALE SPEAKER: -- to define the water cable -- I mean, the water table which is a header -- again, which is a

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header course. And when you go to the first floor line, we have a header, soldier, header, which wraps completely around the building and ends up going across the top of this cornice piece of the restaurant and the retail over here.

And then we have -- sorry -- roll-out courses as window sills at every single window. And on the main entrance we're doing some corbelling out with soldier courses to give it some added depth and -- when you go inside the hotel, this entrance, this is a two-story space. And then on the third floor is a -- like a presidential suite. So we wanted to separate out the functions of the two floors from the third.

MR. KWIST: (unintelligible) brick that can give you the curve?

MALE SPEAKER: No. It will -- it's a very -- it's actually a pretty mild radius. And we've done a project in -- on the island that has a very similar radius to this, but just regular straight brick, and it's just -- it's a real nice, gentle curve (unintelligible).

MR. KWIST: You don't think it will look (unintelligible)?

MALE SPEAKER: No. No, not at all.

MR. KWIST: The water table, is it going to be defined not only by a horizontal line, but is the lower brick going to be slightly out from the base above it so it will be a true water table?

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MALE SPEAKER: Currently, it's not that way. Currently, the water table sticks out like a half inch -- the water table course -- and then the course below is flush with the course above.

MR. KWIST: And there appears to be a darker brick. Is that --

MALE SPEAKER: That's just due to the --

MR. KWIST: I'm sorry?

MALE SPEAKER: That's -- no, it's the same brick. It's just due to the shadow line and the rendering technique.

MR. KWIST: It is?

MALE SPEAKER: Yeah.

MR. KWIST: It looks like it's dark brown.

MALE SPEAKER: No. That will be the same. It should be the same. It should appear the same as that color down there. I'm not sure --

MR. KWIST: All right.

MALE SPEAKER: -- why it's appearing like that.

MS. BURTON: So you're going to use the same window product, just a different color?

MALE SPEAKER: Yeah. So we're using like an off-white for the residential.

MS. BURTON: Yep.

MALE SPEAKER: And for the hotel we're using a --

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kind of a -- it's a brown -- it's not quite bronze, but it's --

MS. BURTON: Is it on that?

MALE SPEAKER: Yes.

MALE SPEAKER: So it's a dark bronze.

MS. BURTON: So use that for the window and then this for the railing?

MALE SPEAKER: Yes. That is what's shown on the rendering. The rendering actually has a little bit lighter color brown, which is an option on the -- from the manufacturer of the French doors.

MS. BURTON: Yeah. So where is the white --

MALE SPEAKER: The white is going to be --

MS. BURTON: -- (unintelligible)?

MALE SPEAKER: -- is at the rooftop --

MS. BURTON: Oh, up there. Yes. Okay.

MALE SPEAKER: -- area.

MS. BURTON: I understand.

MALE SPEAKER: That's the only place that's used on the entire project.

MS. BURTON: Yeah. And that's what this is, too, up there?

MALE SPEAKER: Yes.

MS. BURTON: I understand.

MALE SPEAKER: Again, it's flat, not textured.

MS. BURTON: Yeah.

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MALE SPEAKER: And we're using -- instead of doing that one, we'll be doing reveals at the joint (unintelligible) panels.

MS. BURTON: Okay. So are you going to have flashing like at the top of the -- each of the panels, or how are you doing that?

MALE SPEAKER: No. It's like a -- it's a (unintelligible) system made with the fiber cement four-by-ten sheets.

MS. BURTON: Okay. Okay.

MALE SPEAKER: And it's a aluminum paint -- like aluminum reveal the panels that slide into, and it's painted to match the panel colors so it all kind of blends --

MS. BURTON: Okay.

MALE SPEAKER: -- together.

MS. BURTON: Okay.

MALE SPEAKER: It's a lot less intrusive than, you know, an inch and a half wide batten covering up the joint.

MS. BURTON: Yeah. So you're having like an aluminum -- like a -- say that all to me again.

MALE SPEAKER: So with the -- the (unintelligible) panels will come in --

MS. BURTON: Yeah.

MALE SPEAKER: -- like a four-by-eight or four-by-ten --

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MS. BURTON: Yeah.

MALE SPEAKER: -- width. So wherever we have to have joints, instead of having -- in order to cover the joint up, instead of doing a batten on the face of it --

MS. BURTON: Yeah.

MALE SPEAKER: -- we're doing a -- it's a manufactured product that's a reveal system, a V-groove --

MS. BURTON: Okay.

MALE SPEAKER: -- that goes back in, that the two panels kind of slide into.

MS. BURTON: Okay.

MALE SPEAKER: And there's like a quarter-inch overlap on each side of the panel.

MS. BURTON: Okay.

MALE SPEAKER: And it will be all painted the same color to go away.

MS. BURTON: Okay.

DR. PRICE: Rachel, do you think there's any significance to having any butt-out at all for the water table versus being flat and just defined by a soldier course?

MALE SPEAKER: It does stick out a half inch.

MS. DREYER: Yeah, he said about a half inch.

(Unintelligible simultaneous speaking)

MALE SPEAKER: The actual course sticks out an inch, but the body of the -- the body above and below is

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(unintelligible).
MS. BURTON: Yeah.
MR. KWIST: I'd like to see if it's --
MALE SPEAKER: The whole water course come out --
MS. BURTON: So you mean at -- do you mean the band that's above the first story windows that --
MS. DREYER: No, no, no.
MALE SPEAKER: No, no, no. The one that --
MS. BURTON: Oh, that one --
MS. DREYER: Yeah.
MS. BURTON: -- there.
MALE SPEAKER: I mean, a true water table sticks out.
MS. BURTON: So you mean sort of like it's a little -- like a --
MALE SPEAKER: Well, you'd have the soldier course, but you're -- the vertical wall --
MS. BURTON: Yeah.
MALE SPEAKER: -- beneath the soldier course would stick out basically another brick depth.
MS. DREYER: Oh, that much?
MS. BURTON: So are you meaning --
MALE SPEAKER: Or a half a brick. I don't have anything (unintelligible).
MS. BURTON: Are you meaning this like it really is

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an angled brick doing this?
MALE SPEAKER: No.
MS. BURTON: And then this sticks out and then it goes back in?
MALE SPEAKER: No.
MALE SPEAKER: Before you come down, you've got your soldier course --
MS. BURTON: Yeah.
MALE SPEAKER: -- that they're going to put in here, but then have the brick below it --
MS. BURTON: Yeah.
MALE SPEAKER: -- sticking out further.
MS. BURTON: And then this -- and then it goes back to here?
MALE SPEAKER: No. This -- the same as --
MS. BURTON: Oh, this all -- this whole thing --
MALE SPEAKER: Yeah. This is your -- say your pavement or whatever.
MS. BURTON: Okay.
MALE SPEAKER: But --
MS. BURTON: So the whole thing is projected?
MALE SPEAKER: Right. And this projects out just al little bit further.
MS. DREYER: Water table down.
MS. BURTON: Yeah. So --

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MALE SPEAKER: That --
MS. BURTON: So if that --
MALE SPEAKER: That's the traditional way of doing a water table.
MS. BURTON: Is that this water -- is that this line here?
MALE SPEAKER: Yes.
MS. BURTON: I guess I hadn't really considered that, David, just because there's so much fenestration across --
DR. PRICE: Okay.
MS. BURTON: -- here that's really rich in its color. And that, to me, is going to be the primary kind of texture and look. And, you know, so it starts here, wraps, goes all the way around. So I had just thought that that first floor is just -- it's -- I liked it. I mean, I thought -- it had canopies, it had big windows, it had really nice finish to all the windows. And the brick in itself is sort of like just little and subtle. It's not a -- it's not --
DR. PRICE: I just thought that would be another --
MS. BURTON: Yeah.
DR. PRICE: -- another traditional detail (unintelligible).
MS. BURTON: Yeah. It truly is, but then it's usually like -- then you put all the windows on top of that

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water table like thing instead of --
DR. PRICE: (unintelligible)?
MS. BURTON: Yeah. I hadn't thought it -- that that --
DR. PRICE: The water table is usually at the level of the first-floor floor.
MS. BURTON: Yeah.
DR. PRICE: And then your windows are --
MS. BURTON: Yeah.
DR. PRICE: -- above that.
MS. BURTON: Yeah.
MR. KWIST: It does give you a heavier-looking face of which the building rises, so --
MS. BURTON: Yeah.
MALE SPEAKER: Yeah. This is where -- it's -- I guess we're using water table as more of just a term for a detailed line. The floor is still --
MS. BURTON: Yeah.
MALE SPEAKER: -- (unintelligible) below it. We're just using more of just a -- we're just using more of just a detail (unintelligible).
MS. BURTON: Yeah. I had thought -- David, it's much more like sort of if you go back even more traditional and you look at the Renaissance buildings where the whole first floor becomes the base. I had thought that was more like what

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this looked like in its finish and its kind of application of, you know, base with something above.
MALE SPEAKER: I think I'm (unintelligible).
MS. BURTON: Yeah. But it's -- I mean, it's personal preference, too --
MS. DREYER: Yeah.
MS. BURTON: -- a little bit, like, what you love.
MALE SPEAKER: There's -- you're right. There is not much solid wall --
MS. BURTON: No.
MALE SPEAKER: -- along the first floor. It's --
MS. BURTON: No.
MALE SPEAKER: It's mostly (unintelligible) pilasters versus (unintelligible) windows.
MS. BURTON: Yeah. There's only a little bit.
MALE SPEAKER: And then, again, the cast stone windows -- correct me if my terminology is wrong -- (unintelligible), you know, we're doing a traditional profile on that. We're not -- it corbels out a couple -- approximately an inch to give some detail to that. It's not just a flat piece of cast -- precast stone. It has detail to it. We included (unintelligible) at the last submittal, and we did not bring it along this time because it wasn't an issue previously brought up.
MS. BURTON: Yeah.

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MALE SPEAKER: Again, the detail is in the – the detail is in the materials.
MS. BURTON: Yeah. Finally, just what is this material on that front curved piece below the windows?
MALE SPEAKER: Oh, the canopy?
MS. BURTON: No, above the canopy. So –
MALE SPEAKER: Oh, that will be wood. That will be the stained -- stained --
MS. BURTON: Oh, okay. So just –
MALE SPEAKER: -- wood that matches the --
MS. BURTON: -- like all these other --
MALE SPEAKER: Yes.
MS. BURTON: I understand.
MALE SPEAKER: But, ideally, we would -- ideally, we would like to reuse trees that are cut down on the site if they're the right species for exterior exposure, but that's -- you know, that's a lofty idea that –
MS. BURTON: Okay.
MALE SPEAKER: -- most likely will not get instituted.
MS. BURTON: Yeah.
MALE SPEAKER: (unintelligible).
MS. BURTON: Okay. So I actually just found one note on it because it wasn't on this elevation. And it says it is metal paneling to match aluminum storefront (unintelligible)

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system.
MALE SPEAKER: Yeah, that's a -- that's a (unintelligible) that we failed to change.
MS. BURTON: Okay.
MALE SPEAKER: Which one is that?
MS. BURTON: I'm talking about this panel below the windows on the -- that curved piece. And he was saying that's going to be wood to match the windows, but this note says metal (unintelligible).
MALE SPEAKER: Yeah, we don't have (unintelligible) panel anywhere else on the project, so --
MS. BURTON: Yeah.
MALE SPEAKER: -- I mean, that's -- it's not --
(Unintelligible simultaneous speaking)
MALE SPEAKER: Once we change the panels below, the windows in the restaurant and storefront will be wood panels. We're going to change those panels as well.
MR. KWIST: That was a question -- I was having some of these days aluminum window system with wood doors.
MALE SPEAKER: So that --
MR. KWIST: So are the doors going to be wood and then the windows surrounding it are going to be aluminum, or are those areas along the side, whether it's a restaurant or down the Cedar Street side, are they -- are those all going to be wood-framed?

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MALE SPEAKER: So all the windows on the first floor of the hotel, it's going to be a storefront framing system. It's just the aluminum framing in this dark bronze color. And then (unintelligible) window frames and door frames. And those doors inside the frames will be a wood door.
MS. BURTON: And then the trim is wood?
MALE SPEAKER: The trim -- on the restaurant and on the retail the trim will be wood. In this area here where we're changing uses in the hotel and the hotel (sic), they're doing the cement -- painted cement board to match the rest of the trim on the project.
MS. BURTON: Okay.
MS. COLTHRAN: And the wood will be stained?
MALE SPEAKER: Yes. Yeah. We need to use a wood (unintelligible) that's -- I had it here somewhere.
MS. DREYER: I just saw it a minute ago.
MALE SPEAKER: But it's --
MALE SPEAKER: It was right here with the --
MALE SPEAKER: Here you go.
MS. DREYER: Ah, there it is.
MALE SPEAKER: So it has a nice, gentle brown color. We don't want to -- and we don't want to do anything too red to compete with the brick, so we want to keep it a soft light brown color to complement the window frames and the brick.
MS. COLTHRAN: We'll have to see it with the brick.

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Okay?
MALE SPEAKER: And, actually, it will be used in --
(Unintelligible simultaneous speaking)
MALE SPEAKER: -- in other brick.
(Unintelligible simultaneous speaking)
MALE SPEAKER: Yeah. There will be a seam at both -- in both brick colors.
FEMALE SPEAKER: I can't see it. I'm too short.
MALE SPEAKER: Okay.
MS. COLTHRAN: I'd like it darker.
DR. PRICE: The cornice at the top, is that factory finish?
MALE SPEAKER: Yes.
DR. PRICE: Yes. And the rotunda, for lack of a better -- all that is special fabricated?
MALE SPEAKER: Yeah.
DR. PRICE: You don't have to feel --
MALE SPEAKER: No. No. We're proposing either an extruded aluminum corner system or like a GFRP system. I mean, those are all factory formed and pieced together. So it's just -- they come (unintelligible) sections, and they're applied in the field.
DR. PRICE: FRP is?
MALE SPEAKER: FRP -- fiber-reinforced plastic. It has the same finish as the aluminum does.

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DR. PRICE: And would you do that only at the circular or everywhere?
MALE SPEAKER: We'd use the same material everywhere. (unintelligible) radius.
MR. KWIST: So is it metal or non-metal? That's all I'm asking. I'm sorry. I didn't hear everything. I heard FRP and aluminum.
MALE SPEAKER: It's going to be --
MALE SPEAKER: Right. It's -- I mean, if --
MALE SPEAKER: That's going to be framed (unintelligible).
MALE SPEAKER: We had -- we originally (unintelligible) metal and --
(Unintelligible due to background conversations)
MALE SPEAKER: -- used the second option as the FRP or the GFRC to get more manufacturers for more competitive pricing, but they have the same look and same finish.
MR. KWIST: And what's the -- is that the -- is that --
(Unintelligible simultaneous speaking)
MR. KWIST: What's the life expectancy of that stuff?
MALE SPEAKER: Forever. I mean --
MR. KWIST: (unintelligible) FRP?
MALE SPEAKER: FRP is forever. Yeah. It's

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essentially -- it's a -- it's essentially a --
MALE SPEAKER: Surely FRP --
MALE SPEAKER: -- reinforced plastic material.
MALE SPEAKER: It's really FRP.
MALE SPEAKER: And then the aluminum, you know, it's as a -- it's a pretty heavy gauge extruded aluminum product.
MR. KWIST: And it's prefinished?
MALE SPEAKER: Prefinished. Yes.
MR. KWIST: In this green color?
MALE SPEAKER: In that green color. Yes. The green -- and then, again, up on the rooftop element, it would be in this off-white color.
MR. KWIST: I think we'd like a little bit darker wood stain than that, but that can be determined once we have a wood material --
MALE SPEAKER: Okay.
MR. KWIST: -- and start doing some --
MALE SPEAKER: Is this a sealer -- a natural -- sealer a natural color or has this been stained?
MALE SPEAKER: That right there is a natural sealer on a natural wood --
MALE SPEAKER: Yeah.
MALE SPEAKER: -- but that wood right there is -- it's outrageously expensive, so we (unintelligible) that color on the --

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MR. KWIST: So this is what it looked before the seal?
MALE SPEAKER: But if you want to go with darker wood -- you know, use darker stain on the wood that, you know, will hold up to the (unintelligible). But we're not going to use -- we're not going to stain pine out there. You know, it's going to be a hardwood.
MS. BURTON: Yeah. I mean, your renderings have sort of some darker wood appearance, and it just looks really attractive.
MS. DREYER: It does.
MALE SPEAKER: Okay. Yeah, we can -- we can totally match what we're showing on the renderings.
MS. DREYER: Okay.
MALE SPEAKER: Is that it for the hotel?
MS. DREYER: Is that it for the hotel?
MALE SPEAKER: I think so.
MS. BURTON: Yeah.
MS. DREYER: Okay.
MALE SPEAKER: Any other questions on the hotel?
MALE SPEAKER: Now for the event center.
MS. DREYER: Oh, yes. The event center.
MALE SPEAKER: (unintelligible) event center were to try to warm it up, particularly on the west (unintelligible) elevation where the (unintelligible) element is. So in order to

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do that, we took out all the aluminum (unintelligible) doors and all the entrance doors and all the porch and entrance at the driveway are now the same wood doors that's on the hotel. So that's -- so that's number one.

Number two, the porch element itself, instead of just doing a simple, like, concrete porch, like, with a (unintelligible) coating on it, we're doing a salt finish concrete with brick banding that aligns with the columns everywhere. So around the edge you'll have, like, a double (unintelligible), sailor course, whatever it's called. And then also in between the columns going back to the center itself, kind of give it a nice texture and a nice materiality to the porch itself (unintelligible).

And then -- this is -- you can't see it on elevations, so we included -- that's why we included this, this floor plan along with it, so you can see (unintelligible) happening. On the inside of the conference -- of the event center, in that hallway that goes -- the hallway that goes through it, we have a lot of wooded elements in there as well.

We have pilasters all along the windows on that -- I guess the driveway, that stick out about six inches and go up to the 14-foot ceiling. And then the ceiling is a coffered ceiling with the wood elements that go across the ceiling and back down the other side. So the event center itself is very warm inside.

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And since it's so transparent on the outside, that interior finish will be seen later on the porch and almost (unintelligible). So that will help to kind of create the warmth that we're hoping to go for. Then, also, the ceiling on the porch and that projecting, like, eyebrow piece that goes around along the whole elevation, along the driveway, the underside of that will be either painted, like, bead board (unintelligible) porch or even --

MS. BURTON: Yep.

MALE SPEAKER: -- just a clear-coated plywood wood-bead board to kind of -- with the same stain as the wood on the project. And that's kind of (unintelligible) element, so --

And then, also, the last element on the event center to kind of relate it back to a more warm, fuzzy feeling is the railing. Previously on the railing of the porch we were showing these (unintelligible) aluminum profiles, and we have two options. I'm sorry for giving you guys options. I know we're supposed to come in here with, like, a set directive, but we just didn't want to take a chance, you know, on -- because sometimes what we want is not what you guys want. And (unintelligible).

So we want a very substantial railing out in front of the event center. So, again, we're proposing to use this railing again, but in a -- in the dark brown color, which is,

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again, the -- sort of the -- it's what they call the caramel color down here, again, with this nice heavy profile. And, again, it relates back to the brick and everything.

And the second option would be to do a custom wrought iron railing, ideally made by a local artist or blacksmith with a -- kind of a Summerville/Charleston-esque motif in the iron work. And as this building will be owned by the city and public building, I thought if we do that -- if we decided to go that direction with the custom iron railing we can then work with the city and find a local craftsman to make that happen.

But I think either one -- either, like, a heavy residential type of railing or a wrought iron railing is a nice decorative -- in-fill panels would really help to make that event center stand out on that elevation. And that's what we're doing on the event center.

MS. COLTHRAN: I had -- since we have gained the garden --

MALE SPEAKER: Right.

MS. COLTHRAN: -- I can imagine that somebody might have a lovely garden wedding and then the reception inside the building. And so I was looking at the wall (unintelligible). And I wonder if it might be a good idea to have -- when you look at the floor plan, the sidewalk goes straight out here, but there's no door there. You've got the seating arrangement

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there. (unintelligible) out and around by the dumpsters. And so I just was wondering if it wouldn't be better to sort of strike these two walls, or at least just open --

MS. BURTON: So this is --

MS. COLTHRAN: -- a doorway --

MALE SPEAKER: There's a door behind it.

(Unintelligible simultaneous speaking)

MS. BURTON: So you're talking here --

MALE SPEAKER: You're talking, yeah, putting a door here.

MALE SPEAKER: Right.

MS. COLTHRAN: This is a sidewalk that goes around the park. (unintelligible) door right here.

MS. BURTON: Is this a bench?

MALE SPEAKER: Yeah, just a bench.

(Unintelligible background conversations between multiple people)

MALE SPEAKER: So this is a raised planter with our (unintelligible) element that goes up and around the roof. And it acts as a screen. The entrance to the garage is directly across from the entrance of (unintelligible) center. So we're using this element as a green screen and also as a visual screen --

MS. BURTON: Yeah.

MALE SPEAKER: -- to the garage.

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MS. BURTON: (unintelligible).
MALE SPEAKER: No, that's an excellent comment.
MS. BURTON: That's actually a very nice idea to connect that.
MS. COLTHRAN: Yeah.
MALE SPEAKER: It's a really good comment.
MS. COLTHRAN: I imagine it was originally done to hide the service --
MALE SPEAKER: Correct. Correct.
MS. COLTHRAN: -- door, but since we now need to get to the garden --
MALE SPEAKER: Yeah.
MS. COLTHRAN: And I -- and it looks like if you can get to it around the front --
MALE SPEAKER: You can get to it around the front. Right.
MS. BURTON: Yeah. That would be really --
MS. DREYER: That would be very nice.
(Unintelligible simultaneous speaking)
MS. COLTHRAN: I'm planning my grandson's wedding in 20 years.
MALE SPEAKER: That's going to be --
FEMALE SPEAKER: Oh, in 20 years.
MS. COLTHRAN: He's seven.
MALE SPEAKER: This is going to be a great space out

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here. You know, this is relatively flat across the way, and we'll have a ramp and a -- like a grand stair (unintelligible) level. This is about two feet, two and a half feet above the (unintelligible) down here. So we're going to have a really nice entrance sequence getting up to that level from the sidewalk --
MS. BURTON: Yeah.
MALE SPEAKER: -- whereas on this side, the sidewalk just slopes naturally down to that --
MS. BURTON: Yeah.
MALE SPEAKER: -- to that level.
MALE SPEAKER: Again --
MALE SPEAKER: (unintelligible) a doorway.
MS. COLTHRAN: An opening.
MS. BURTON: Yeah.
MALE SPEAKER: That's an excellent idea.
MS. BURTON: Yeah. Yeah. Great idea.
MS. DREYER: Okay. So you're thinking an opening in this wall?
MS. BURTON: In this wall here.
MS. DREYER: Right here. Got it. That's okay.
MS. COLTHRAN: (unintelligible).
MS. DREYER: Ah.
MS. COLTHRAN: So it goes straight out to that sidewalk.

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MS. BURTON: So the soffit color is going to be like a cream color, maybe, or what would the soffit be?
MALE SPEAKER: If we don't do this -- if we don't do a stained wood, then it would -- yeah, it would kind of -- I don't think we're wanting to go with this white color. If we could make it more of a -- either a cream or a -- like a darker gray to kind of match --
MS. BURTON: Yeah.
MALE SPEAKER: -- the profile of the -- the paint color of the profile.
DR. PRICE: Where?
MS. BURTON: Just the soffit with the exposed wood or the -- well, all of those things you're proposing and the option of any of those would be fine with me.
MALE SPEAKER: What soffit is she talking about?
MS. BURTON: Do you know if this -- this canopy piece.
MALE SPEAKER: Oh, the underside?
MS. BURTON: Yeah.
MALE SPEAKER: Okay.
MS. COLTHRAN: The signage that's designated there, I assume that's something that the city would do after (unintelligible)?
MALE SPEAKER: Yeah. That's just something we put on there to -- we've had no direct contact with the city

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regarding this building and what actually will happen as far as once it's built, how they recognize it, because we do -- that's under a pretty substantial canopy and awning system there. So it won't be that visible as it is in the elevation.
So it might end up being like (unintelligible) sign out at the front of the building (unintelligible) vertical pier or something with the signs on it. That's something to be determined. I'm not sure (unintelligible) signage submittal process or not, but that would be taken care of at that time.
MS. BURTON: Yeah.
MS. COLTHRAN: I just wanted to make sure you weren't going to put (unintelligible).
DR. PRICE: I'm sure the town would accept a large donation to have it called Colthran's event center.
MS. COLTHRAN: No. I don't think so. I think maybe we should have a contest and let the people name this building.
DR. PRICE: I do think that it's really potentially a neat idea to have the railing for this building be put out for RFP for local artisans.
MS. BURTON: Wouldn't that be great? That would be really nice.
(Unintelligible simultaneous speaking)
MALE SPEAKER: It would really add something to the --
MS. BURTON: Yeah. It would be very nice.

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MS. COLTHRAN: I'm fine. Will we get a copy of your specs? There have been so many things that -- changes that haven't been corrected on the drawings.
MALE SPEAKER: Right. So based on -- after this meeting, we will get meeting minutes from Madelyn here --
MS. COLTHRAN: Right.
MALE SPEAKER: -- and we'll incorporate those into our contract documents. And when we receive a permit, those drawings will be part of the record. And I guess, madam, correct me if I'm wrong, but the -- kind of the -- the final approval kind of hinges on the permit set of drawings.
FEMALE SPEAKER: (unintelligible).
MS. BURTON: Okay.
MS. DREYER: Okay. So let me just -- y'all are good with either wrought iron or the railings to match the residential units?
(Unintelligible simultaneous speaking)
MS. BURTON: In a different color.
MS. DREYER: Huh?
MS. BURTON: In a different color.
MS. DREYER: Well, yeah.
FEMALE SPEAKER: On the event center?
MS. DREYER: Yes. On the event center, so we can -- so who -- are we going to make a decision or are we leaving that --

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MALE SPEAKER: I think some of this is going to depend upon what the town --
MS. DREYER: Wants to go with?
MALE SPEAKER: -- wants to do.
MS. DREYER: Okay. But you would be good with either?
MS. BURTON: Yeah.
MS. DREYER: Okay. Let me -- I just --
MS. BURTON: And the same --
MALE SPEAKER: (unintelligible) but I think we would --
MS. BURTON: And same with the soffit. I don't mind either solution.
MALE SPEAKER: Yeah. We would ask the town to consider --
MS. DREYER: Okay.
MALE SPEAKER: -- the other role of getting a local artisan that --
MS. DREYER: Yeah. Okay. I've got that. I just wanted to know if you clearly --
MS. BURTON: Yeah.
MS. DREYER: -- specified something. Okay. Good.
(Unintelligible simultaneous speaking)
CHAIRMAN DIXON: Ladies and gentlemen, y'all have been very patient with us. We appreciate it. We've had a

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chance to look at the samples that they brought in up-close, and y'all haven't. So I'm going to call us about a five-minute break, let y'all come up here. And you can look at the materials that they have actually brought here for us to look at. So it's about 25 after. We'll get back to going from there.
(A short break was taken)
CHAIRMAN DIXON: Ladies and gentlemen, if y'all would have a seat now and -- y'all ready? All right. Anyone that wishes to speak, we do need you to sign in so that we have record of who actually spoke. As in the past, I'd ask you, don't be long-winded. I mean, say what you need to say and say all of it, but try to hold it down. And if somebody else has said something, don't just repeat it. But other than that, I'm going to let y'all, one at a time, come up, and y'all can -- I want you to sign in. And I'm going to put this --
MS. BURTON: Do you mind taking down that board so that when people do stand up we can --
MALE SPEAKER: It's protecting me.
(Laughter)
MS. BURTON: Thank you.
CHAIRMAN DIXON: Now, please remember, we've got five things we had look at. We've already given conditional final approval, and so they're -- they came in with the items that we asked them to come back and present to us on that. So

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please hold your comments to those items. Thank you.
Who's first?
ADRIAN KWIST: I'm going to stand in the corner so everybody can hear me there, if you don't mind.
My name is Adrian Kwist. And I just wanted to make everyone aware that I'm not in favor of the hotel, but that's beside the point right now. At the last meeting -- or I should say the April meeting, I brought -- I made a suggestion that -- I don't know if it was an oversight on the design, but all the hotels -- big hotels, they all have a canopy where people can drive under when they check in.
This hotel, the best I can tell, they don't have a canopy. So when you have a day like we had this afternoon with a big thunderstorm, people try to check in, they're going to get wet because there's no -- I don't know what the proper name for it is -- there's not a canopy there where you can park underneath. And I was hoping that Mr. Applegate may have noted that the last time when I brought it up, but I noticed tonight there was nothing mentioned about having a canopy there for people to drive underneath.
And I think if they're going to call this a luxury hotel, it should have a place where people can drive underneath to stay out of the inclement weather.
The other thing that I'm surprised about is when you read the Charleston paper, all the major hotels and major

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buildings that are being built are required to have a model -- a scale model for people to see how large this project is going to be. And on that same model, it should have buildings in the neighborhood, like the Lutheran church, Mr. Davenport's building. And it gives people a lot more of a better idea what this complex is going to look like, because it's going to be a very large complex.

And you can show all the pretty pictures you want to, but people still don't have a good idea of how large this project is going to be. And, basically, that's all I have to say. And I'm hoping before you vote on this thing that you take these in consideration, because when people do check into a hotel they don't want to have to deal with bad weather.

Being cold and temperatures is one thing, but you don't want to be checking into a hotel and it's pouring down rain and you're trying to carry suitcases in. That's all I have to say. Thank you.

CHAIRMAN DIXON: Thank you.

(Applause)

MS. DREYER: Anybody else?

CHAIRMAN DIXON: Another one?

To be honest with you all, I let Mr. Kwist talk, but it was not about the five items that we're here to look at tonight. So please restrain your comments to just what we're reviewing today. Thank you.

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MALE SPEAKER: Well, I asked last time -- I live right by the hotel, where it's going up at. And I asked last time was it soundproof on the restaurant and band that they were going to be having up there. The mayor has already said that he's going to have a band and restaurant on top.

Now, I live right there, right across from it. The (unintelligible) still have problems with it. I've also asked about whether the trucks were going to come in front of my house or beside my house, so when they come out. And the lady here, she said that they can use any street they want to use -- trucks. That's not true. On Sumter, you do not have thru trucks. You do not have trucks over eight ton in front of the councilman's house.

CHAIRMAN DIXON: Excuse me, sir.

MALE SPEAKER: Now, wait a minute.

CHAIRMAN DIXON: That's --

MALE SPEAKER: I asked --

CHAIRMAN DIXON: That's not our --

MALE SPEAKER: I asked last time whether you were going to have it soundproof or whether they can make it soundproof, and nobody at any of these times has answered this question or even brought it up. Why? Why haven't you brought it up?

CHAIRMAN DIXON: It's not part of the review of the plan, sir.

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MALE SPEAKER: This is part of the view plan. Hell with the (unintelligible) my house, and I'm going to have music out there.

CHAIRMAN DIXON: I hear music --

MALE SPEAKER: I'm going to have music --

CHAIRMAN DIXON: I'm five blocks away and I hear music from downtown, sir, but that's not what we were here tonight to look at. I suggest you take that to Town Council.

MALE SPEAKER: So what you going to say? Just --

CHAIRMAN DIXON: Town Council meets on Wednesday.

MALE SPEAKER: You don't care about what I have or what I feel?

FEMALE SPEAKER: Sir, this is --

MALE SPEAKER: It's what about you.

CHAIRMAN DIXON: No.

FEMALE SPEAKER: -- (unintelligible) opportunity ever.

CHAIRMAN DIXON: The zoning is B-3. I have no control over that. The town -- it's been that way for a long time.

MALE SPEAKER: You have control over the building.

CHAIRMAN DIXON: (unintelligible).

MALE SPEAKER: You have control over the building. You have control over the park that's going in there.

CHAIRMAN DIXON: I do not have control over what

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might or might not happen in the future in the building. It's -- that's not part of what the BAR -- our control is.

MALE SPEAKER: Well, why are you reviewing this for then?

MALE SPEAKER: Here --

MALE SPEAKER: Why are you reviewing it?

MALE SPEAKER: Because that's what our job is.

MALE SPEAKER: Well, then if you're reviewing it, you ought to be reviewing something to make it soundproof. No?

FEMALE SPEAKER: No.

MALE SPEAKER: That's not a window that's going to separate you from sound. These types of things --

MALE SPEAKER: Well, then why don't you have a window?

MALE SPEAKER: These types -- that's not -- that's (unintelligible). These types of things are things that are nuisances that you need to take up with Town Council, not with Board of --

MALE SPEAKER: (unintelligible) the Board of Architecture come up with the problem. You even said that you're going to have (unintelligible). And you can make the parks where it will be soundproof.

FEMALE SPEAKER: Sir, I think he has a right to be heard, and the BAR should consider these matters.

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CHAIRMAN DIXON: Excuse me, ma'am. Would you come up and sign?

FEMALE SPEAKER: I've said my peace.

CHAIRMAN DIXON: All right. We're here tonight for five items. That's all. The preliminary approval was already given last month. We're here to look at the -- what it's going to be built of, not the other things. We had three meetings that I recall where all those could be brought up.

MALE SPEAKER: I think y'all ought to resign.

FEMALE SPEAKER: Yes. I'm afraid I agree.

CHAIRMAN DIXON: Were there any other comments about what we're looking at? Yes, sir? Come up.

HEYWARD HUSTON: Let me just make this observation. We could not hear the discussion up there. This is nothing against you as individuals, but we were completely (unintelligible). We couldn't hear. We couldn't see the materials that were being discussed.

DR. PRICE: Now is not the time to tell us you couldn't hear us when we've been up here talking for an hour and a half.

HEYWARD HUSTON: I was sitting in the third row there, David, and I could not hear what Rachel was saying, because she was mumbling. Now, I'm sorry, that's part of the problem of your proceedings being --

CHAIRMAN DIXON: This was the reason I gave y'all

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time to come up and look at what's here and ask any questions, so --

HEYWARD HUSTON: But you can't correlate some mock (unintelligible) there with the discussion, because we couldn't hear the discussion and we couldn't see the mock-ups. So that's the problem.

I would like to make one other comment. I'll be glad to sign in. But I think Adrian made a very important point, and that was that you have refused to demand a scale model. And I believe, Rachel, you brought it up at the very beginning, and I give you credit for that.

MALE SPEAKER: It was David.

HEYWARD HUSTON: David.

MS. BURTON: David and John.

HEYWARD HUSTON: Well, that was a very important thing. But you didn't follow-up and insist on that scale model. So there's the very real possibility that we're going to get a monstrosity in this community, and not realize what a monstrosity we have until after it's, you know, built. And we have a little black mark on your record, and it's -- out here in the community, everybody is talking about it, that black enclosure there on Short Central (ph). I mean, nobody -- nobody -- likes what you approved.

MALE SPEAKER: What was built was not what we approved, and we're having a meeting about that tomorrow night.

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So --

HEYWARD HUSTON: Well, why don't you insist upon a scale model? Because that would prevent you from making an even -- humongous mistake. I think you had a good idea in the beginning, David, and I think you should insist on that. That's --

CHAIRMAN DIXON: Thank you.

MS. DREYER: I just need you to sign in, Heyward.

HEYWARD HUSTON: Okay. I appreciate your work, but I think you need to stick with your guns and insist on these good ideas that you have.

MS. DREYER: Okay.

CHAIRMAN DIXON: Well, was there anybody else that would like to make comments or ask questions?

FEMALE SPEAKER: (unintelligible) signed in.

MS. DREYER: Well, I had taken you off.

FEMALE SPEAKER: I'm still there?

MS. DREYER: Well, I read beside it that you declined, so --

FEMALE SPEAKER: Well, I'll scratch that out.

MS. DREYER: Good enough.

FEMALE SPEAKER: I don't have a problem with most of you, but I do have it with you, sir -- the chairman. Mr. Chairman, I think you need --

MALE SPEAKER: Speak up. Excuse me?

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FEMALE SPEAKER: Yes. I have a little bit of a problem with Mr. Chairman. I forget your name. Phil, was it? Phil, I apologize if I'm a little irate, but I am right at this minute because you need to give people a little more open forum. You just closed minds on everything, and we need a little bit of discussion. This is a community. We're not just you. We're a community. And I think you need to be a little more open and congenial, please.

And I would like (unintelligible) very much to see something addressed about the sound problem, because I am concerned about my churches in my community. I've said it before and I'm saying it again. And if you don't have the authority to sounds (sic), please bring it up with the rest of the town. Please do your job that way. Help us out. Give us a little break, please. Please, sir.

CHAIRMAN DIXON: Thank you, ma'am.

(Applause)

CHAIRMAN DIXON: Anyone else?

(unintelligible) discussion that you want to make on --

MR. KWIST: Yeah, I did want to -- I know we're about to vote, and I did want to go on record as saying that I'm in favor of the hotel, and I'm in favor of the convention center, but I'm not in favor of the condominium complex. And I have my reasons for that. I think it is too massive. I think

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it is connected to the hotel and should not be, and I've said that from the very beginning.

As a -- as a kind of a last-minute compromise, I thought we were going to get a glass curtain wall to separate those two buildings. We didn't get that. So there's a lack of separation. I think there still will be a traffic problem. I was on record as having said that before. And the historic cottages -- and I'm not talking about the Finukan (ph) House or the brick building on the corner, but the other two said in the first meeting that that should be upon the -- the responsibility of that should be upon the developer to relocate those in the historic district at the developer's expense. I think significant trees should be recognized and saved.

And I think the model in and of itself may not have opened any eyes to some people, but taken in the context of the community, the buildings across the street on all four sides, if you will, including a church, seem to have been completely ignored in this project. All we see in these renderings is the building, we see nothing else around it.

And I think the model, taken in context with the community and the preservation of the immediate neighborhood, which is what -- I haven't heard it tonight, but the BAR is responsible for preserving the integrity and the ambiance of the neighborhood. We have completely ignored that in this process. And why? Because there's been no model. And I've said that too

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many times already. I hear it from the public, and I'm saying it myself.

I see Mayor Riley with a model of the hotel and I see the Town of Mount Pleasant with a model of the new town hall proposed. And I think if we don't see this in the context of the neighborhood we'll all regret it.

So my pitch tonight is we should -- I would make a motion if it's -- if it's appropriate -- can I make a motion?

FEMALE SPEAKER: Uh-huh.

MALE SPEAKER: I would move that we approve the hotel and the convention center and ask for a redesign of the condominium complex. I think it's -- I think the condominiums are uninspired. To many people they're unattractive, including me. And I know taste is a personal matter, but I think -- this is a good architectural firm. I think they can do better, and I think Summerville deserves better. Thank you.

(Applause)

CHAIRMAN DIXON: Do I have a second?

(No response)

CHAIRMAN DIXON: John, I'm sorry. It fails due to lack of a second. Anybody else have a motion?

DR. PRICE: Well, I move that we proceed with the final approval based upon the fact that we did conditional final approval. And I feel that the contractor -- or the developer has answered the questions we asked him to answer and provided

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us with material choices that we asked him to deliver to us.

FEMALE SPEAKER: (unintelligible).

MALE SPEAKER: We already approved (unintelligible).

CHAIRMAN DIXON: Second on that?

MS. BURTON: I second that.

MS. HUGGINS: I'm in agreement.

CHAIRMAN DIXON: All right. Let's take --

MS. DREYER: Yeah. Just wait.

CHAIRMAN DIXON: (unintelligible) by each.

FEMALE SPEAKER: I agree with what David was saying. I did have some initial issues about the plan, but all those were answered by the architect tonight. Just little things here and there -- in addition, I would like to thank you all for the comprehensive landscaping plan. (unintelligible) sometimes that's a forgotten thing, you know, or you just don't have the resources to fund such a wonderful plan.

But I think that's really going to make, you know, the visual part of the project and tie it all together. So I'd like to thank you all for doing that. And I think it's going to be a wonderful asset to Summerville.

CHAIRMAN DIXON: David?

DR. PRICE: Yes.

CHAIRMAN DIXON: John?

MR. KWIST: If I have to vote on the entire thing,

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no. I'd vote yes for the hotel and the convention center, no to the condominiums.

CHAIRMAN DIXON: Cecile?

MS. COLTHRAN: Yes.

CHAIRMAN DIXON: Rachel?

MS. BURTON: I vote yes. And I also just would like to compliment the architect for listening to our comments last time and responding. So thank you very much.

CHAIRMAN DIXON: And I vote yes.

MS. DREYER: Okay.

CHAIRMAN DIXON: Ladies and gentlemen, the Board has voted to give final approval. I know y'all are not happy with it, and I'm sorry. I think it's going to be an asset to the community. And hopefully once it gets built y'all will have -- change your opinion on what we've done.

I think we are very fortunate to have somebody like Mr. Applegate and his architectural firm that has bent over backwards to try to take care of at least most of the things that we've asked them to do.

If y'all read in the paper the problems that they've had down there around the Sergeant Jasper and -- problems there, that nothing is going anywhere. It almost looks like the developer there decided to stick it in their eye, which I think is sad.

Anyhow, I thank you all for coming. Like I said, I

hope that once it gets built that your opinion will be changed. And I ask y'all tonight --

MALE SPEAKER: (unintelligible).

(WHEREIN, the meeting was concluded.)

CERTIFICATE OF NOTARY PUBLIC

STATE OF MISSOURI

I, Sherri L. Jolley, within and for the State of Missouri, do hereby certify that the tape transcription in the witness whose testimony appears in the foregoing transcript in the caption hereof and thereafter transcribed by me; that said transcript is a record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any parties to the action; and further that I am not a relative or employee of any counsel or attorney employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

_____

Sherri L. Jolley

STATE OF SOUTH CAROLINA — COURT OF COMMON PLEAS

COUNTY OF DORCHESTER — 2015-CP-18-877
2015-CP-18-991

FAYE P. CROFT, ET AL.) TRANSCRIPT OF RECORD
)
VS.)
) AUGUST 14, 2015
TOWN OF SUMMERVILLE, ET AL.) ST. GEORGE, SC

B E F O R E:

THE HONORABLE EDGAR DICKSON

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

W. ANDREW GOWDER, JR., ESQUIRE
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Attorneys for the Defendants Town of Summerville, et al.

Ruth L. Mott, RPR, CRR
Official Court Reporter

CLERK OF COURT: Judge, this is two appeals, Faye Croft versus Town of Summerville.

THE COURT: Okay. And one is -- the first one's 2015-877, the other one is 2015-991?

CLERK OF COURT: Yes, sir.

THE COURT: Same parties in both of them?

MR. GOWDER: Yes, sir.

THE COURT: And, Mr. Gowder, did you hand this up?

MR. GOWDER: No, sir, I did not.

THE COURT: Mr. Domin?

MR. DOMIN: Your Honor, I want to make certain that, A, you have the disk that is all of the documents from the BAR.

THE COURT: She's got the disk.

MR. DOMIN: Those are color for color copy submissions because I think what was filed with the Clerk of Court is in black and white, so I want to make certain the record reflects you've got the color as well as the disk.

THE COURT: Okay. And Mr. Gowder has copies of these?

MR. DOMIN: Yes, he has the disk.

THE COURT: Okay. All right. And, Mr. Gowder, this is your petition?

MR. GOWDER: It is my petition, Your Honor.

THE COURT: Both seem to be similar to me.

MR. GOWDER: They are similar, Your Honor. In the second petition we added some additional arguments, but we

incorporated by reference.

THE COURT: The earlier one.

MR. GOWDER: Yes, sir.

THE COURT: Because you all had filed it after the first one and then filed it again.

MR. GOWDER: That's exactly right. We filed one after the April decision and one after the May.

THE COURT: All right.

MR. GOWDER: Your Honor, as a matter of fact, and I was going to start here anyway, Mr. Domin had suggested in his memo filed this week that we essentially treat them as one appeal, and that would be fine with me because they are -- you know, one was a final approval with certain conditions, and one was a final final approval I guess for want of a better term.

THE COURT: Yes, sir.

MR. GOWDER: And we didn't want to miss anything by not appealing in April.

THE COURT: Okay.

MR. GOWDER: And then appealed again in May, but it's essentially the same action.

THE COURT: For ease of the clerk in dealing with things, do we want to agree and combine them into one thing so we just have one copy of everything?

MR. GOWDER: That would suit me, Your Honor.

THE COURT: And if we're going to do that, to me it would make sense that we use the later date, the 991 date.

MR. GOWDER: Whatever is easiest for you and Ms. Stevens.

THE COURT: Okay. All right. Mr. Domin, any problem with combining these cases into Civil Action No. 2015-CP-18-991?

MR. DOMIN: No. I think that's the right thing to do.

THE COURT: Okay. All right. Then that will be done. Okay.

MR. GOWDER: Thank you, Your Honor.

THE COURT: All right, sir. And that way you all won't have to make two copies of everything.

MR. GOWDER: Which we had to do with regard to the stay, and I understand the reason why, but now this will make it easier.

THE COURT: All right, Mr. Gowder, yes, sir.

MR. GOWDER: Yes, sir. Thank you, Your Honor, may it please the Court.

THE COURT: Yes, sir.

MR. GOWDER: Your Honor, I represent the petitioners in this appeal, many of whom are in the courtroom. And there are many grounds, Your Honor, stated in our petition for reversal, but in the interest of time I will only highlight a few here without diminishing the importance of any of the

grounds stated in the written petition which I know that the Court will review. So at the outset, Your Honor, I'd like to highlight three arguments that are really related to process which are matters of law, and then address the merits of the appeal itself.

So on the process, first point, the Court should disregard the findings of fact and conclusions of law issued last week on August the 3rd, filed on August the 5th, 2015. They're not part of the record, Your Honor, and are not the contemporaneous findings or determinations of the board, but they are an after-the-fact attempt to clean up the record. Your Honor, we have cited -- in fact, all of these cites are in our documents that we filed, but we've cited the statute that controls this appeal, 6-29-920(A), and it says, and I'm going to -- if the Court will indulge me, I'm going to read it. It says, upon filing of an appeal with the petition as provided in the section that we're appealing from the clerk of the Circuit Court must give immediate notice of the appeal to the secretary of the board, and within 30 days of the time of notice the board must file with the clerk a duly certified copy of the proceedings held before the board of architectural review, including a transcript of the evidence heard before the board, if any, and the decision of the board including its findings of fact and conclusions of law.

Your Honor, what we received last week and what the

Court received last week for the first time were findings from decisions made and meetings held on October the 6th, 2014, November the 3rd, 2014, January the 5th, 2015, January 12th, 2015, April the 6th, 2015, and May 11th, 2015. Those findings were not prepared or entered until months after the meetings and three to four months after these petitioners had filed their appeals of two actions in April and May. The BAR made no findings or conclusions before or during the April 6th or May 11th meetings except to vote yes on the application. There literally were no findings or conclusions made or voted on to support those yes decisions, therefore there was no record of findings or conclusions to support the decisions made at the time the decisions were made.

Although the section I just read, Your Honor, does not allow findings of fact or does allow findings of fact at the time of the decision being made, the findings must be part of the record at the time of the decision being appealed and can't be added after the decisions are made. And, you know, really, Your Honor, where that, you know, put us is, when we were filing our appeal, we didn't have these written findings or conclusions from which to appeal and from which to base our petition.

Rather, inversely, the BAR was able to review our petitions, our briefs in effect, and then issue their order answering our grounds for appeal, which is of course opposite

of the way that it's supposed to work. The Court should not consider these findings at all, Your Honor, and if the determinations in the record prior to the appeals are not sufficient, the Court should remand this matter back to the BAR to make findings contemporaneous with the public meeting at which they deliberate and make whatever findings of law they choose to make based on the record before them. Then the petitioners and anybody else who wants to can evaluate whether to appeal those findings based on the record before the BAR at that time.

Also, Your Honor, at a minimum we would ask the Court, following this hearing, to set a briefing schedule to allow us to respond to the record because, you know, we received this record when the Court received it the middle of last week, again, months after these decisions were made, and it's over 1,000 pages, and we would ask the Court to allow us an opportunity to adequately respond to our review of those documents. So that's our first point, Your Honor.

Second point, contrary to the State statute, the Enabling Act and the Town of Summerville ordinance the BAR has no rules of procedure. As a matter of law the decisions that they render therefore are necessarily *ad hoc* and arbitrary and they can't stand without these rules of procedure. There is a state statute that requires that BARs adopt rules of procedure. 6-29-870(D) and the Town of

Summerville's own ordinance requires the BAR to adopt rules of procedure. The Town, when we asked in interrogatories in the main case, what the rules of procedure were, they said that they followed Robert's Rules of Order; however, Your Honor, there's nothing in the record before the Court to indicate that those rules were ever adopted, first of all. And secondly, even if they were, those rules are not adequate to govern the proceedings in a board of architectural review. If the Court can take judicial notice, there are rules of procedure in many other boards of architectural review, but there isn't one here.

THE COURT: Hold on one second, Mr. Gowder.

Mr. Domin, you were standing for a reason?

MR. DOMIN: I'm standing because I think I'm required to make an objection. The statute specifically says that the only thing that you're allowed to rely upon is the record that's provided to you. There's nothing else that's supposed to come into evidence. I understand that Mr. Gowder then referenced discovery that was done in the related proceeding. I don't want anybody to say that I have waived any objection to introducing things that are extraneous things that are not in the record, and I certainly was not trying to cut him off; but I think it's an important point that I've got to object to. I assume that you'll give me a running objection so I don't have to continue to interrupt him.

THE COURT: I will give you a running objection, and since, you know, since this is just in front of a judge and not in front of a jury, I've always taken the position that he goes first, or whoever it is goes first, and then you can get up and you can correct anything that he wants to make. I don't think by failing to object while he's actually saying it affects -- I don't think you're waiving your objection or anything like that.

MR. DOMIN: I appreciate that. Thank you, Your Honor.

THE COURT: Mr. Gowder, go ahead.

MR. GOWDER: Your Honor, I do recognize the rules governing this appeal do limit your review to the record before you and I can say that, again, I haven't looked at every page on this disk, but I would be surprised if we find rules of procedure on this disk; and so as a matter of law, Your Honor, the board has not followed the State statute or the town's ordinance, and the practical effect -- it's not just a technical problem, Your Honor. The practical effect of that is the applicant's, but certainly the public, in trying to determine what is going to happen next and how do we review what is happening at the BAR; can't do that because the rules don't exist, they're not written down. And so we think that's a fundamental flaw, Your Honor, that in itself should result in a reversal or a remand.

Your Honor, along those same lines, and again a

practical problem for the petitioners in trying to review this matter and assert their rights, the board is required to receive complete applications from the applicants including a checklist of the items that should be included in the -- in the submission. We don't -- we have looked in the record. We can't find that any such checklist exists.

And not only that, Your Honor, when the applications are made, which they're supposed to be ten days before the hearings, the public is not -- even though it's a public record, the public is not given an opportunity to review those applications. And, in fact, when they asked to do so before one meeting in January, I think January the 5th, they were told by the clerk I believe of the BAR that the only way to get those records was to file a FOIA request, which of course takes at a minimum 15 days and would not allow review before the hearing was to occur in a few days. So, Your Honor, not only are there no rules of procedure but the BAR is not following their own rules in requiring complete applications and allowing those applications to be reviewed by the public. Both of these things severely limit the public participation that is allowed for and required by the statutes and should in this case at least require a remand if not a reversal.

Also, Your Honor, third, the facts show a consistent effort by the Town, unfortunately, to exclude the public from

the BAR approval process and prevent meaningful input and review of the project which is of utmost importance to the Town of Summerville. I think both sides would agree with that. It seems that the town administration is intent on pushing this through and not allowing the public process that is required by the constitution and the state statutes and the town ordinances allows the public. Some examples of that, Your Honor, secret meetings not open to the public. It's clear, Your Honor, in this case that there were at least two meetings held in January, while this matter was in process, between members of the BAR, in numbers just under a quorum, by design, with the applicant, Mr. Applegate, to review the application while the application was in process that were not public meetings. They weren't publicly noticed. They were called workshops, and the public wasn't invited, and so the public has no idea what happened in those meetings. And I think the Court will see, in the process of this application, significant objections from members of the BAR in the fall of 2014; but after the secret meetings things seemed to go a lot more smoothly, and you have to wonder what decisions were made and what discussions were had in those meetings.

Now, Mr. Domin will tell you, because it's what they argued in their brief, that that's perfectly fine; as long as a quorum isn't present, then it's not a public meeting. But

I disagree with him there. In fact, I think it's contrary to the State statute. The Freedom of Information Act, 30-4-70(c), and this is quoted in our brief or our application, says, no chance meeting, social meeting or electronic communication may be used in circumvention of the spirit of the requirements of this chapter to act upon a matter over which the public body has supervision, control, jurisdiction or advisory power. Which makes perfect sense because if all you had to do for any public body, whether it be the school board or town council or the BAR, is to have a series of meetings with less than a quorum and then get together at the very end and vote, then the public would have no access to any of those deliberations; and so it's clearly not what the law intends, and it's clearly not what is allowed by our Freedom of Information Act.

And, Your Honor, this problem infects the whole process, and so as a matter of law I believe that by the BAR considering these matters in meetings which were not public, the entire matter needs to go back and be remanded because, again, it infects the entire process.

Ironically, Your Honor, there's also a statute that says that the -- I'm sorry, it's a Town of Summerville ordinance that says that the BAR can only do its business when it has a quorum, so not only did they violate the Freedom of Information Act in having these meetings, they also violated

the town ordinance. It's 32-176(e).

Your Honor, also along this vein of public participation, the conduct of the public meetings themselves we believe evidences an intent to discourage public participation. I think I told you before there was no ability to review the applications ahead of time, which violates the state statute.

And then just some of the small things, but small things that add up. The most, I guess, important and high profile meeting on this application was in early January of this year. That meeting, rather than being held in the town council chambers, where a lot of these are held, was held on a very small room which could not accommodate the crowds that appeared to witness the hearing and to speak in some cases. Many of the people who attended were elderly. They had no place to sit, they had to stand in the hall, they had to sit on the floor, and many of them had to leave. And not only that but at that meeting, as opposed to some other meetings where public comment was allowed, no public comment was allowed, though the applicant was allowed to speak for some long period of time; and there was no amplification or sound system that would allow even people that got in the room to hear what was going on.

Your Honor, finally, the minutes of the proceedings are in the record; but those minutes were often prepared so long

after the meetings themselves that the public, who wanted to review those records, was not able to do so. And there is no provision, Your Honor, about when, within a certain number of days those have to be prepared, but suffice it to say that the -- they weren't immediately, and immediately is the language that's used in the statute; and the fact that they couldn't review these records contemporaneously, again, did not allow them, with no rules of procedure, to know what had been decided and what was coming next and what they needed to do in order to express their opinions and protect their rights.

Your Honor, turning now to the merits, the purpose of the historic preservation ordinance, and Mr. Domin has done us both a favor by providing the entire ordinance to you as an exhibit to his memo this week; and I appreciate his doing that because it's important, and we intend to rely on that ordinance. The purpose of the historic preservation ordinance and the BAR is to preserve and protect the historic district. The findings in the BAR in this case fail to do that, and there's no evidence in the record supporting any finding that the project as presented and the demolition permits as requested satisfy the requirements of the section which are found at 32-182(d)(1) through (10).

Your Honor, the purpose and intent of the historic ordinance and the BAR is found in the first section, 172.

It's to protect, preserve and enhance the distinctive architectural and cultural heritage of the town and to ensure that new buildings and developments will be harmonious with the existing structures and sites. (B) says that it's to encourage harmonious development and outward appearance of structures; (d) encouraging a general harmony in style, form, proportion, texture and material.

And then, Your Honor, there is a section 176(h)(1) through (6) that talks about the findings that are required in order to issue a certificate of appropriateness, and it says that appropriateness of the general exterior design, scale, proportion, arrangement, texture and material of the building or structure in question and the relation of such factors to the street scene and to similar buildings in the immediate vicinity. The board's concern shall be exterior features so that they will be compatible with the general character of their immediate neighborhoods and preserve the existing street scene. The review criteria is also found in 32-182, to remain in harmony with the architectural and historical character of the town.

Your Honor, there is nothing in the record, I don't believe, that indicates a finding on the determinative factors at all. I don't know that we'll find anything in the record that makes specific findings on any of these factors. But even if there were, there would be no evidence in the

record to support findings that the project, as submitted, meets these criteria. I don't see how it could. The findings must be tied to the evidence and not just conclusory statements without reference to the evidence. And in the findings that we received last week, that I've asked you not to refer to or give credence to, all of the findings on their compliance with the statute are conclusory. They're not specific. They don't say how it is that the project meets any of these criteria.

And, Your Honor, you look like you were about to ask me a question.

THE COURT: Well, Mr. Gowder, I understand I think where you're going with this and Code Section 6-29-930 tells me that the findings of fact by the board of architectural review are final and conclusive.

MR. GOWDER: Yes, sir.

THE COURT: On the hearing on appeal.

MR. GOWDER: Right.

THE COURT: And the Court -- that's me -- may not take additional evidence.

MR. GOWDER: That's right.

THE COURT: Okay. Now, if I find that the record is insufficient for review, I can remand it.

MR. GOWDER: Yes, sir.

THE COURT: But in determining the questions presented

on appeal the Court must determine only whether the decision of the board was correct as a matter of law.

MR. GOWDER: Well, and, Your Honor, I think there's also something there that says you may review whether or not there are facts to support the findings, and I don't believe that, what I'm -- what I'm arguing to the Court is there aren't any facts to support these findings.

THE COURT: And I'm going to ask you to point that out to me if you don't mind.

MR. GOWDER: All right, sir, sure.

THE COURT: Because there's nothing in here that tells me, Mr. Gowder --

MR. GOWDER: Yes. I've got it right here.

THE COURT: Okay. Where are we?

MR. GOWDER: Let's see, Your Honor.

(Brief pause.)

MR. GOWDER: And, Your Honor, the statute section that you were reading from was which one?

THE COURT: 6-29-930.

MR. GOWDER: Yes, sir, I'm there.

THE COURT: Okay.

MR. GOWDER: Your Honor, I think, and I may have been thinking about some decisional law that describes what correct as a matter of law means but obviously --

THE COURT: And I'm happy to read any law that you have

got. I'm just telling you this is the statute that's been given to me.

MR. GOWDER: This is the one I'm going off of too, Your Honor.

THE COURT: I just wanted to make sure we were in the same place.

MR. GOWDER: I guess my point is, if there are no facts upon which they could make their findings in the record, that's an error of law.

THE COURT: You want me to treat it just like we do any administrative decision.

MR. GOWDER: Yes, sir, absolutely.

THE COURT: Administrative law requires there be some facts on which to base an opinion.

MR. GOWDER: Right, and I think it's also the appellate standard that the Supreme Court and Court of Appeals use for a jury trial. I mean, a jury obviously finds the facts; but if there are no facts upon which to justify their decision, then that is a ground for appeal and is an error of law.

THE COURT: I was trying to find something, a case, because the way this statute reads seems different than that though. That's my concern.

MR. GOWDER: Yes, sir, and happy to brief that after this hearing. I believe that we will find decisional law that says that if there are no facts to support the finding,

that is an error of law that would justify reversal.

THE COURT: And of course it says above that that I must proceed on the certified record of the board's proceedings.

MR. GOWDER: Right, which we got last week.

THE COURT: And I understand your concerns about that. You would think that the minutes would come out in a timely fashion after everything.

MR. GOWDER: Right.

THE COURT: Okay. Mr. Gowder, I didn't mean to take you off but that was my immediate question. At my age I need to ask it when it's on my mind.

MR. GOWDER: I am here to answer your questions, Your Honor; so whenever you have one, please let me know.

THE COURT: Go ahead.

MR. GOWDER: Your Honor, if the language in the historic preservation ordinance means anything, this project is not harmonious. It does not take into account the relation of the factors to the street scene or the similar buildings in the immediate vicinity. It is not compatible with the general character of their immediate neighborhoods, and it does not preserve the existing street scene. That is -- that much is very clear from the record. What this project would do, Your Honor, between the demolition permit and the permit for the development, would be to clear a partially wooded residential and small scale retail block in the heart of the

historic district of downtown Summerville and install a massive hotel, convention center, parking garage and condominium structures which are entirely out of character with its surroundings and neighbors; entirely inconsistent with the purpose of the BAR as stated in the historic preservation ordinance. If the board were applying the only criteria that is listed in the ordinance, which are those found in 176(h)(1) through (6) and the Secretary of Interior's standards which are incorporated in this ordinance at 182(d)(1) through (10), then there is no support in the record for findings that the project submitted is in compliance with those standards or criteria.

Your Honor, the record of the BAR meeting shows that the BAR members, the public and the council members strenuously objected to early designs of the hotel project as being out of character with the historic district, unsightly, not consistent with the designs Applegate showed the Town to obtain Town approval of the project, etc., and that language will be found in the transcripts of the hearings. But there's no evidence in the record that any of those objections were overcome or dealt with by the BAR in public, so again we have to wonder whether those issues were dealt with in these workshop, nonpublic meetings in violation of the Freedom of Information Act.

So, Your Honor, I will wrap up at this point. The

findings issued last week on August the 3rd should be disregarded. The provision of the record on August the 5th was not in compliance with the statute, and we would ask for an opportunity to adequately review and submit a brief based on what is there or not there.

Second, the bar's failure to follow its own enabling ordinance by not having rules of procedure, by not making its records public, by not holding open meetings, not providing prompt minutes and records of the BAR's action deny the public the right to participate in their local government as guaranteed by the state statutes and the town ordinance and the state constitution, and it has prevented the public from being meaningfully engaged in this most important project for the Town of Summerville.

Lastly, there can be no evidence in the record, Your Honor, that supports approval of this project by the criteria that is described in the town ordinance. There is no evidence that the BAR found that the project is, quote, compatible with the general character of their immediate neighborhoods and preserves the existing street scene, nor could there be such a finding. For all of these reasons, Your Honor, we would ask that you reverse the findings of the board or send the matter back to the board to make specific and contemporaneous findings based on the record before you.

Your Honor, before I sit down, the last thing that I

think we need to take up at some point is there is a consent preliminary injunction in these matters preventing any site disturbance on this site pending this appeal up to actually this weekend; so, Your Honor, unless the Court intends to rule today, I would ask that the Court extending --

THE COURT: So you want me to read these 1,000 pages today.

MR. GOWDER: No, sir. If you're able to do that, Your Honor, more power to you.

THE COURT: I'm ahead of the game.

MR. GOWDER: But I would ask that the stay extend at least until you render your decision. Thank you, Your Honor.

THE COURT: Okay. Mr. Domin, I hope you're not leaving.

MR. DOMIN: No, I wanted to get you a picture. Pictures are always worth a thousand words. If you could shorten my speech by a thousand words, I know you'd take that bargain.

Your Honor, Tim Domin on behalf of the Town of Summerville and its board of architectural review. This is the final BAR submission for this project, and I know you've heard about it the last two days, but you have before you in the record multiple color pictures. This is a pretty good representation of this project which includes a hotel, a boutique hotel, a conference center, a parking garage and some residential condominiums. Contrary to the assertion of opposing counsel, it's not a residential area, it's a B-3

zone, general business area. There are residences right nearby, so it's residential in that sense. I think that it makes sense for me to first address some of the merits arguments, as it was described by opposing counsel, and then to return to some of the procedural matters.

THE COURT: All right.

MR. DOMIN: As Your Honor noted, under the statutes that govern this appeal you're to look at this much in the same way as a jury verdict. You're not to take additional evidence. In addition there's case law which essentially says that you're supposed to give great deference to the decision of a board of architectural review or a board of zoning appeals. They certainly are well equipped and experienced at making those decisions. If this were a jury verdict, this would be a jury verdict that had six days' worth of trial because there were six separate hearings in this case. If this were like a jury trial, both sides got to present testimony in their case. The developer and his representatives, including the architect, were heard in support of their position. In addition, folks who opposed the project were heard.

You have the actual transcripts of the proceedings to the extent that you can make a transcript after the fact. Court reporters have some difficulty sometimes identifying who specifically is speaking, but I think they've done a

pretty good job for you identifying the proceedings as they happen. It's clear from the minutes and from the proceedings that everybody who signed up who wanted to speak in opposition to this project was given an opportunity to do so at each and every meeting. It's a sign-in sheet. If you signed up, you got a chance to speak against the project if that was your purpose in coming.

Your Honor, the record that the jury got to consider, so to speak, was 100 or more pages which included the plans in this case, which included drawings in this case, which included descriptions; and it's very clear that the decision maker in this case paid close attention because the first two days of this proceeding, the first two meetings, the board said, we cannot approve this, we have concerns. In fact, at the first meeting it was presented as a four-story structure, and the board felt that that was too large and it was brought down to a three-story structure. At the next meeting there were still concerns over the size and certain parts of the structure, and so there was still no approval. Even a preliminary approval was not given on the second meeting.

The developer continued to work on the concerns that were raised at the meeting and ultimately was able to convince the board to first give preliminary approval and then give final approval. There was one board member who voted against the project consistently and stated his

reasons, stated he wasn't completely against the project but he was against the project in certain respects that would not allow him to vote in favor of the project, so there was clearly good discourse in each and every one of these meetings about the very issues that a board of architectural review has to decide.

Now, the petition that has been filed in this case raises a variety of issues that the board should have gotten into the legalities of the agreement that gives rise to the developer's right to develop and whether or not the government entity properly bid this and whether it had a right to enter into contracts and submissions, and with due respect, that is not the purpose of a board of architectural review. A board of architectural review is to look at aesthetic issues and to follow the criteria that it's been provided. The same way that a jury doesn't come out and say, you know, we made these specific findings for these reasons, a board generally provides its input and then makes a decision as to whether or not the esthetics of the building are appropriate, given all of the circumstances.

In this case the board's proceedings were not irregular or improper in any way. Minutes were prepared after each meeting, but they're not approved until the following meeting, and that's common with every public body in this state; you draw up minutes based upon your meeting. The next

meeting is the first time that you can convene as a public body to hear a motion to approve the minutes, and that's what was done in each and every one of these cases. You have the minutes before you that the board prepared.

Your Honor, there has been discussion of so-called secret meetings. Of course the record shows no indication of secret meetings, but I think what the plaintiffs or the appellants are suggesting is that anytime two or more board members speak about a matter, that that is somehow subject to the Freedom of Information Act; and if they meet with the developer to discuss anything, that that would be subject to the Freedom of Information Act. Your Honor, we have cited in our memo that the South Carolina Freedom of Information Act does require public notice and public meetings, and meetings is a term which is specifically defined in the act to mean a group of a quorum of the board. And, Your Honor, it's fairly common at all levels of government in this state that one or more members of a board might have to do work in furtherance of the board's business. I mean, you may have to, for example, talk with another board member about how they are approaching a particular problem. It may be that you need to sit down with a particular contractor -- one board member's going to go sit down with a particular contractor or two board members or three board members might go sit down with a particular contractor and try to address what's happening

with regards to something that's of relevance. Your Honor, that does not constitute a meeting which is subject to FOIA such that some kind of notice has to be given and posted at City Hall. It's not subject to the open meeting laws in general.

Of course, even if there is a violation in any way, shape or form, the appellants' position is you should just remand this so that they can have some kind of a public meeting and have a meeting in public where all of this can be addressed. Well, obviously that's what was done in this case. The final decision in this case is in May of 2015, and there's a decision by a vote of 5 to 1 in a properly noticed meeting, properly noticed in both, having been posted, the agenda having been posted, it being at a regular meeting which is on the website of the Town of Summerville and that there is a newspaper article -- not newspaper article but a newspaper ad that is taken out with respect to that meeting more than 14 days in advance saying, we are going to be addressing final issues in this matter including demolition of structures; this is your notice that there is a public meeting.

So, Your Honor, from a substantive standpoint, you asked the board of architectural review to give thoughtful consideration to the aesthetics including height, scale and mass, including the issues of whether or not to take down

certain structures, including its compatibility with surrounding structures. They held six public meetings. They allowed people to speak, and based upon the evidence that was before them they reached a decision. It would be very hard for you to conclude there was insufficient evidence to have them make that decision when it's clear how thoughtful they were in initially saying, no, we're not going to approve this; no, we're not going to approve that; you need to make changes; here are changes that you need to make.

Given the documentary record here where they have drawings and they as members of the community have knowledge of the surrounding structures, and if they had forgotten about the surrounding structures, they certainly had people from the audience speaking up and saying, I live next door, I go to church next door, I have concerns about how this is going to affect my property. So from a substantive standpoint I think that it is always very hard for a board of architectural review to be overturned because it's essentially an aesthetic determination. In this case it's absolutely clear from a substantive point of view that you should not overturn the decision of the board because they had adequate evidence, and it's clear from the record that they did their job.

Let me turn to the procedural issues that Mr. Gowder raised, and he raised them as one, two and three, and I'll

try and stick to that same format. His first point was that the Court should disregard the findings of fact and conclusions of law that were signed by the board August 3rd and then immediately filed with this Court. Your Honor, if you look at the statutory provisions that govern the appeal, 6-29-920 provides that after the appeal the clerk is to give notice to the secretary of the board within 30 days. I'll just tell you, having represented many board of architectural reviews, many BZA's, there's no clerk anywhere in the state who actually sends a notice to the board that says, you have to go prepare a return. But in this particular case, once we receive the appeal, separate counsel was hired for the board because obviously I would have a conflict going in to executive session with them, and so separate counsel was hired by the board, and they met at their next regularly scheduled meeting to discuss that they had the right to put in a return or just go on the printed materials. Obviously what was done was that they came out of an executive session and requested that an order be prepared by the city attorneys for their consideration. It was submitted by the next meeting but it was submitted on the day of the meeting or the day before the meeting. They said they didn't have enough time to look at it and so they were unwilling to make a decision at that next regularly scheduled meeting so it went to the next meeting. So at the very next meeting, which was

in August, they voted to approve the findings of fact and conclusions of law in this case, and that's what you have before you.

THE COURT: Do I have that in the record?

MR. DOMIN: You do, it has been filed.

THE COURT: No, I've got -- just so we both understand what I'm asking, Mr. Domin, I've got the board chair, Mr. Dixon's findings dated August 3rd, 2015.

MR. DOMIN: Correct, 17 of 17 pages.

THE COURT: Yes, 17 of 17 pages, and by the way, we're not related. I have not met Mr. Dixon. I just want to make sure that's on the record as well.

MR. DOMIN: He's even a differently spelled Dixon.

THE COURT: Right. You were mentioning that these were presented to the board. I was asking, do you have the minutes from those meetings where it was presented to the board.

MR. DOMIN: I do not think you do. If you want those, I'm happy to provide those to you.

THE COURT: I would like to see them, I think Mr. Gowder would like to see them, so if you can provide those, and I think the Town attorney's here so he can do that.

MR. DOMIN: I don't think he has them with him, but absolutely we'll provide those.

THE COURT: I understand.

MR. DOMIN: I think, as a technical matter, the August minutes won't be voted on for approval until the next meeting which is the September meeting. That's the way a public body generally --

THE COURT: I understand. We do the same thing, I'm very familiar with that, in every board I've been with; but if I can see the rough draft of that, I will understand it's not approved, I understand that it could be changed. But I'm also aware that most of the time, whenever I've gone to meetings and like that, that the minutes that are presented for approval are rarely changed that much.

MR. DOMIN: That is absolutely correct.

THE COURT: If they are changed, it's usually a typo or something like that; so with that acknowledgment, if you can get those copies to me, I'd appreciate it. Make sure you copy Mr. Gowder as well.

MR. DOMIN: Absolutely, we will do so.

THE COURT: Go ahead. I didn't mean to interrupt you.

MR. DOMIN: So, Your Honor, it's also pretty clear that if we had come up here and you had just these pages and pages of transcripts and you don't have any minutes -- I'm sorry, you have minutes but you don't have any kind of an order before you, I mean, in all candor the most common reason I ever get reversed on a BAR case is because the judge says, I have no idea what they decided or why they decided it; I need

something I can look at. And so if you were going to remand this case in order for them to make findings of fact and conclusions of law, that's exactly what they have done. The statute specifically says, if you don't, if you can't tell what's going on from looking at these hundreds of pages of transcript, you have every right to go and ask for findings of fact and conclusions of law. Effectively, they've already done that for you. Now, Your Honor, I believe that it's proper for you to consider those findings of fact and conclusions of law. I believe it would be improper for you not to consider those.

The second point that Mr. Gowder made was that there is a requirement to have rules of order, and state law does talk about having rules of order. The Summerville ordinances talk about rules of order. We have no formal written document by which there is some adoption of a specific printed set of rules of order, but we follow rules of order and it only says -- it doesn't say anything in either state law or in the municipal code that we have to adopt the written rules of order, just says you have to have rules of order. And clearly, if you look at the board's proceedings, they follow a general parliamentary rule of order in that they hear from the applicant, they hear from folks in opposition or in support of the project, they hear anything that they need to hear from staff, they make motions, the motions are second,

the motions are voted on. That's all that would ever be required in terms of requiring a board to have some kind of a, quote, rule of order. And it's very clear that the appellants suffer no prejudice as to whether or not those general rules of order are written down or not written down. There's no argument that they have lost out because they have some opportunity to vote. There's no argument that they lost out on any opportunity to speak because they were all given an opportunity to speak, and anybody who signed in had an opportunity to speak. So I don't think that the alleged failure to adopt written rules of procedure would in any way be a reason for overturning the decision of this board.

The third, quote, procedural issue was the appellants claim that there was a consistent effort by the Town to prevent meaningful input. There were a number of assertions that were made in this context that were not supported by the record; are not accurate. Applications have always been public. Anybody who wants to look at any application can look at it. If they need written copies, we need a FOIA request as a general rule, but anybody can look at written submissions at any point in time, in the office, of an application for the BAR. There is and was no effort to exclude anybody. As I've already said, everybody got to speak who wanted to speak.

There's some kind of argument that people couldn't hear

at one meeting. That was the last meeting. The last speaker said, we weren't able to hear anything. To which the chairman responded, it would have been nice if you had said something earlier than this. We've been at this meeting for over an hour. I'm not so certain what you want us to do in that regard. Your Honor, the Town of Summerville has acted properly in the way that it has noticed the meetings and proceeded with public proceedings as it relates to this matter. There has not been an effort to exclude anybody from participation in this case.

It is true that the Town of Summerville believes this is a good project. The Town of Summerville is eager to proceed with the project, and that leads me into the issue of a request that there be some kind of a stay or injunction in this case. Your Honor, as was at least discussed yesterday, there was no request to get an injunction since this matter was filed many months ago in the other case, in the civil case. And the law is clear, South Carolina Code of Laws is clear that there's no stay that is automatically in place during this period of time, which is the period of time between the appeal from the board to the Circuit Court. South Carolina code specifically says in 6-29-920 that it does not act as a supersedeas, and so there is no stay that would be in place. We did tear down one building after doing some asbestos abatement, as was allowed and completely legal

and permissible. And at that point in time the appellants asked for some kind of a stay until the date of this hearing; and, candidly, there was no work scheduled between their request and the date of the hearing other than possibly some asbestos abatement, and so it was fairly easy for me to agree to something because there was nothing on the schedule that was going to be delayed. But this is an enormous, expensive project, and delays cost money.

There have been filings in conjunction with this case indicating that a stay would be costly to both the developer and to the Town, and so we're opposed to a stay, and we don't think a stay would be proper. If any stay is going to be entered, it would certainly be with some kind of a bond that would help cover the expenses of both the Town as well as the developer. In the event that this project is delayed and the decision is ultimately affirmed, then we would seek those costs from that bond.

I'm happy to answer any questions that Your Honor has.

THE COURT: Mr. Domin, when I was looking over the report from the board chair --

MR. DOMIN: Yes.

THE COURT: -- he was talking about, and I'm looking right now at page 6 of 17, that they were trying to salvage or relocate structures on Richardson and Second Street South.

MR. DOMIN: That is correct.

THE COURT: And there was some talk about one of the houses on Richardson Street was in terrible condition, another person had originally requested the cottage but the cost had found -- they had decided they didn't want to do it because of the cost of removing the cottage. Is that correct?

MR. DOMIN: That is correct. We've advertised in the newspaper that if anybody wants these structures, certainly they're welcome to get them and we will give them to them for free.

THE COURT: And nobody has taken you all up on those.

MR. DOMIN: And that is reflected in the testimony before you before the board.

THE COURT: I understand that but the property that you all -- the only thing that would have had asbestos in it was the service station; is that correct?

MR. DOMIN: No.

THE COURT: There was something else?

MR. DOMIN: There were two houses, the Finucan house and the Gaither house, that both had asbestos in them. The Finucan house has been torn down. It was first abated, and then it was torn down. The Gaither house is next to have its asbestos removed and our -- again, unless somebody comes forward, it will be torn down. We have, I think, arranged for a charitable donation of some of the doors and things to

Habitat or one of the other groups that accepts those kind of things.

THE COURT: And that would cover all of the property that's affected, or is there any other buildings that I'm not aware of that's not reflected in this?

MR. DOMIN: Those are located on the town's property, so we're directly responsible for addressing those. The developer has other things on his properties that he has purchased. These are two pieces of property, one owned by the developer, one by the Town, that work together to form the total project.

THE COURT: I understand that. I realize there's a certain amount of acreage that the developer had options on, or he may have bought, I don't know.

MR. DOMIN: Some he's bought I think already and some are about to close.

THE COURT: But as far as the town's property, those are the only --

MR. DOMIN: Those are the only two structures on the town's property, that's right.

THE COURT: All right. Thank you, Mr. Domin.

All right. Mr. Gowder.

MR. GOWDER: Yes, Your Honor, briefly in reply, Mr. Domin started out by using an analogy of a trial and -- six-day trial, but that analogy really doesn't work that well

for a couple of reasons. One is that the public does not have an opportunity to speak at every meeting. Clearly in the January meeting that I described to you that was probably one of the most critical meetings they did not get an opportunity to speak.

And not only that, it's six days of trial, but every day the facts were different because the application constantly changed from the fall, October, until May, constantly, and it was tough for the citizens, many of whom are the petitioners in this matter, to find out exactly where were things, what had been approved, what was the current state of the application. And all of the rather technical requirements, Your Honor, that I went through I went through not just to catch them on some technical requirement because it all impacts the ability of the public to determine what is going on with the application and to be able to speak up and object if they think that they should be able to object. So I just don't think that the trial analogy works that well.

They're required, Your Honor -- Mr. Domin talked about, you know, well, oftentimes it's just a general decision that's made at the end of the deliberations. But the -- you will find in the statute and in the ordinance, Your Honor, they're required to make findings. That's the only way you can review this. It's the only way the petitioners can know whether or not they've got grounds to appeal, and those

findings weren't made. You won't find them, I don't believe, in the record outside of the document that you received last week. In fact, Mr. Domin said sometimes, you know, he's in a case where the judges say, I can't tell what was decided. I think you will find yourself there after reviewing the record.

I want to talk, Your Honor, again about these workshop meetings. There's really no defense to them. Mr. Domin argued that, well, you know, it's common for people to talk and maybe have one-off conversations or -- that's not what this was. I don't even know if that's proper, but what this was were meetings in January when the application was a little bit on, you know, on rocky ground, between the BAR in intentional numbers under the quorum so that they would not trigger the Freedom of Information Act. And the problem with that, Your Honor, is, you know, Mr. Domin describes the, you know, the newspaper advertisement in May and the hearing to finally decide this and have it out and come to a decision. It's tough to decide or to be able to evaluate how we got from October to May because there's a gap in the middle where there were meetings held in which the BAR was doing its business. Again, these weren't casual conversations, they were there to talk to the developer about this application. They were doing its business, one, in less than a quorum, intentionally, in violation of their own rules; and two, in

violation of the Freedom of Information Act. I think that infects the entire process and I think it has to go back to do it again.

Your Honor, I think where this comes down in terms of your decision is, on the merits at least, first of all given the criteria that exists in the statute, I don't believe that any BAR could validly conclude, based on the application and the record, that it is consistent with that criteria, first of all. But secondly, they did not rule, and you won't find rulings on the criteria in the record, so it has to go back.

And thirdly, the process, Your Honor, here is so flawed in so many ways that this decision can't stand, this decision upon which this procedure is based, they concede they didn't follow the statute on getting the decision out, the findings of fact and conclusions of law. Mr. Domin says no one really ever operates like that. I don't know that, and that may or may not be, but that's not what the statute says. And you know, Judge, if the statute's not followed, the petitioners have no ability to know what was decided and what their rights are and how it is that they can appeal.

Secondly, Your Honor, they've conceded they don't have any formal rules of order; and Mr. Domin says, we follow them, we just haven't adopted them. The problem with that is the statute says specifically that 32-176(e), the board of architectural review shall adopt rules of order. And that's

just not a technical requirement either, Your Honor, because the citizens have to be able to know how the decision is going to be made and what happens first, what happens next, how do we get to a decision. And all of the petitioners that I represent, Your Honor, were left guessing through this entire process on how this decision was proceeding because there weren't any rules written down anywhere. It's significant, and I think it affects the decision.

You know, Mr. Domin says several times, well, everybody that wanted to speak could speak; and that's just clearly not the case, and I think the record will reflect that.

Lastly, on the stay, Your Honor, we were frankly surprised that the Finucan house was torn down pursuant to a demolition permit that was on appeal and that they knew was on appeal; and certainly Mr. Domin is right that there is no automatic stay, but it almost appeared that the Town was trying to go ahead and get the demolition out of the way before we could get to Court to essentially moot the appeal. And we would simply ask, Your Honor, that they not be allowed to do that before you render a decision, and all we're asking for is a stay until you've entered your decision one way or another.

THE COURT: Mr. Gowder, according to Mr. Domin, there's one house left on the Town's --

MR. GOWDER: I don't believe that's the case, is it?

MR. ROSE: I don't think it's the case.

MR. GOWDER: I think there are more demolition permits than just the one remaining house. Your Honor, there's also -- the site has grand trees on it. It has -- there are a number of things on the site that are subject to being disturbed pursuant to these permits, and we would ask that nothing happen on the site pursuant to these permits until you rule.

THE COURT: Okay. All right. Thank you, sir.

MR. GOWDER: Thank you, Your Honor.

MR. DOMIN: I didn't say that no rules had been adopted, I said no written rules had been adopted. If you'll look at the transcript, you'll see the chairman talks about this is the procedure we're going to follow, people are going to get a chance to speak, blah, blah, blah. You'll see that in the front of every meeting, so I don't want to be misquoted on that, Your Honor.

THE COURT: All right. Mr. Gowder, you had mentioned earlier that you had not looked over the 1,000 pages.

MR. GOWDER: I have not, Your Honor.

THE COURT: And you said you needed some time to do that.

MR. GOWDER: I would like to, yes, sir.

THE COURT: Tell me how much time.

MR. GOWDER: I'll take whatever time the Court will

allow but I would ask -- I understand -- ten days?

THE COURT: Okay. I have asked Mr. Domin to provide me with some minutes and like that, and I think ten days sounds reasonable. And you just want to look it over to make sure that there's nothing in there that you are unaware of.

MR. GOWDER: What I'd like to do is I'd like to review it and possibly submit a follow-on memorandum to you based on what's there.

THE COURT: Now, you have submitted a memorandum other than the petition?

MR. GOWDER: No, sir, just the petition, the petition is quite detailed.

THE COURT: Oh, yes, it is.

MR. GOWDER: But I don't have a memorandum.

THE COURT: Both are. You've done a very good job.

MR. GOWDER: I have a lot of good help here, Your Honor.

THE COURT: Anything else?

MR. GOWDER: Nothing from me.

THE COURT: Mr. Domin, you had indicated that you sent a memo as well. Is that on the disk?

MR. DOMIN: No, it was emailed in.

THE COURT: Okay.

MR. DOMIN: Do you want a copy?

THE COURT: Yes, if you've got another copy, I would appreciate it. Thank you, sir.

Anything else, Mr. Gowder?

MR. GOWDER: Nothing, Your Honor.

THE COURT: Anything else, Mr. Domin?

MR. DOMIN: No, Your Honor.

MR. GOWDER: Your Honor, I would note, I don't know the exact date, Tim, but I think the injunction, the consent injunction --

THE COURT: Is the 17th. I read it.

MR. DOMIN: Your Honor, I don't want anybody to be surprised or offended, and they shouldn't be, but we have asbestos abatement scheduled for Monday. When we did this temporary order, Your Honor, the next thing in line was the asbestos abatement; and it was actually agreed in that temporary order that we could still do the asbestos abatement during that period, and so the asbestos is going to come out. That includes removing ceilings and walls. All the drywall has to come out. All the ceilings have to come out. So there's going to be work over there I don't want anyone surprised.

MR. GOWDER: We did agree that the asbestos interior work could continue.

THE COURT: And I remember seeing that in the order. Thank you all. You all have a wonderful weekend.

Who is going to do the order consolidating these?

MR. GOWDER: Happy to do it, Your Honor.

THE COURT: Well, wait a minute, Mr. Gowder, I know you're happy to do it. The Town's paying him. Let's let the Town do it.

Mr. Domin, we voted on you doing the order combining these cases.

MR. DOMIN: That would be fine.

THE COURT: Appreciate it. Thank you, sir.

(Hearing adjourned.)

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--- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

I, the undersigned Ruth L. Mott, Certified Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and evidence introduced in the matter of the above-captioned case, relative to appeal, in the 1st Judicial Circuit Court for Dorchester County, South Carolina, on the 14th of August, 2015.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

December 22, 2015

Ruth L. Mott

Certified Court Reporter

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10 ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

STATE OF SOUTH CAROLINA	)	PUBLIC-PRIVATE PARTNERSHIP
	)	AGREEMENT BETWEEN TOWN OF
	)	SUMMERVILLE, TOWN OF SUMMERVILLE
	)	REDEVELOPMENT CORPORATION AND
COUNTY OF DORCHESTER	)	APPLEGATE & CO.

THIS PARTICIPATION AGREEMENT is made and entered into as of July 9, 2014 by and between the Town of Summerville, a body corporate and a municipal corporation of the State of South Carolina (the "TOWN"), the Town of Summerville Redevelopment Corporation ("RDC"), a 501(c)(4) nonprofit organization, and Applegate & Co., a corporation incorporated under the laws of the State of South Carolina ("DEVELOPER," and together with the TOWN and RDC, "PARTIES").

WHEREAS, the TOWN owns approximately 1.58 acres of property located in downtown Summerville along West Richardson Avenue, specifically known as TMS# 137-07-4-002 and TMS# 137-07-04-005 (together, "TOWN PROPERTY"), and, in seeking to accelerate continued revitalization of its downtown, openly soliciting a Request-for-Proposals for private development of the TOWN PROPERTY; and

WHEREAS, the TOWN received a high quality proposal from the DEVELOPER for a mixed-use development that includes a hotel, residential units and retail space the TOWN considers beneficial to the economic growth of Summerville; and

WHEREAS, the DEVELOPER has entered into a contract to purchase approximately 0.65 acres of property adjacent to the TOWN PROPERTY, specifically known as TMS# 137-07-04-004 and TMS# 137-07-04-003 ("DEVELOPER PROPERTY", and together with the TOWN PROPERTY, "PROJECT SITE" as illustrated in Exhibit A); and

WHEREAS, public infrastructure improvements, including a public parking garage, a conference center and streetscape improvements are necessary to service the proposed project as well as future development in the area; and

WHEREAS, the TOWN desires to facilitate the development of both public and private improvements through strategic capital investments, financial assistance and conveyance of a portion or all of the TOWN PROPERTY; and

WHEREAS, the TOWN established the RDC to facilitate financing and funding for various community and economic development projects within the municipal limits of Summerville, and desires to create a partnership to provide for the efficient and timely development of the proposed project; and

WHEREAS, the PARTIES are interested in entering into agreements to formalize responsibilities of each party for the PROJECT.

NOW THEREFORE, KNOW ALL BY THESE PRESENTS that the TOWN, RDC and DEVELOPER in consideration of the premises and the mutual covenants and agreements herein contained do hereby agree as follows:

1. **DEVELOPER COMMITMENTS.**

   a. **DEVELOPMENT RESPONSIBILITY AND CAPITAL INVESTMENT.**

      i. DEVELOPER will procure all necessary easements or property rights and construct a new mixed-use project on the PROJECT SITE along West Richardson Avenue, South Cedar Street and West 2nd South Street, that will include both private and public improvements as defined in Sections 1(b) and 1(c) (together referred to as "PROJECT"). The project will represent an expected total private capital investment of approximately Twenty Million and No/100 Dollars ($20,000,000.00), and the DEVELOPER will use its best effort to complete the Project within twenty four (24) months of execution of this Agreement but in no event later than thirty (30) months.

      ii. DEVELOPER agrees, as part of the PROJECT, to construct public improvements as described in Paragraph 1c, and further to manage and operate, or cause the management and operation by means of the SPE (as defined in Section 6(a)) of, the public parking garage and conference center upon completion of the project as detailed in this Agreement and in the Parking Garage/Conference Center Operation Agreement attached as Exhibit B.

      iii. DEVELOPER will be responsible for all things directly related, as well as incidental, to the construction of the PROJECT. This includes, but not limited to, planning, engineering, administration, managing, promotion, marketing, site work, and vertical construction.

   b. **PRIVATE IMPROVEMENTS.** For purposes of this Agreement, "PRIVATE IMPROVEMENTS" include the following privately-owned improvements located inside the boundaries of the PROJECT SITE, unless specifically indicated otherwise.

      i. A hotel of approximately 74,000 square feet, containing no less than 65 rooms, active lower level retail and restaurant space that engages the street and a rooftop bar/restaurant.

      ii. Approximately 34 residential condominium units and associated shared common space.

   c. **PUBLIC IMPROVEMENTS.** For purposes of this Agreement, "PUBLIC IMPROVEMENTS" include the following publicly-owned improvements located inside the boundaries of the PROJECT SITE, unless specifically indicated otherwise.

      i. Conference Center with no less than 10,000 square feet of conference/event space.

ii. Parking facilities and parking garage with no less than a total combined of 179 spaces (22 surface spaces and 157 garage spaces).

iii. Associated streetscape improvements along West Richardson Avenue, South Cedar and West 2nd South Streets, including: Demolition, relocation, construction, widening and paving of sidewalks, streets and roads; undergrounding of stormwater, sewer and water utilities; lighting; and landscaping.

iv. Improvements located outside the boundaries of the PROJECT SITE which confer a benefit on property located within the PROJECT SITE, limited to sidewalks, streets, roads, streetscapes, landscaping, street lights, traffic signals, grading and paving for streets, roads, sidewalks, crosswalks, curb-cuts and ramps.

v. Infrastructure costs with respect to the above described Public Improvements including related design, engineering, permitting, and site work costs, notwithstanding that such costs may also benefit the Private Improvements.

2. **TOWN COMMITMENTS.** Subject to approval of its Bond Counsel and closing on bond financing under terms acceptable to it, the TOWN hereby agrees to commit to the following.

a. TOWN will convey to RDC the TOWN PROPERTY by deed. The TOWN PROPERTY shall be used solely for the development of the PROJECT. Any other use of the TOWN PROPERTY shall require approval by the TOWN.

b. TOWN will gift to the RDC a grant in the amount of Eight Million Nine Hundred and Fifty Thousand and No/100 Dollars ($8,950,000) for purposes of participation in the PROJECT, per the terms of the Grant Agreement attached as Exhibit C.

3. **RDC COMMITMENTS.** Subject to approval of the TOWN's Bond Counsel and closing on bond financing under terms acceptable to it, the RDC hereby agrees to commit to the following.

a. **GAP FINANCING.** RDC will provide an unsecured loan to the DEVELOPER or the SPE with a limited, subordinate personal guarantee of Arthur H. Applegate for the period of time beginning with the first disbursement of the GAP Loan and ending upon completion of constructions of the Hotel, Parking Garage, and Conference Center, in the amount of Three Million Seven Hundred and Fifty Thousand and No/100 Dollars ($3,750,000) ("GAP LOAN") at no interest for a period of 24 months to assist in financing the PRIVATE IMPROVEMENTS per the terms of the Promissory Note attached in Exhibit D. At end of 24 months the DEVELOPER will begin to make monthly interest payments to the RDC at the rate of 3.75% until the DEVELOPER or the SPE obtains permanent financing for the PROJECT. Funds will be repaid based on the terms of the construction loan for the PROJECT, with final payoff of the GAP LOAN no later than final maturity of the Developer's construction loan as provided in Section 10(c) hereof.

b. **PUBLIC IMPROVEMENTS INVESTMENT.**

i. RDC will convey a portion of the TOWN PROPERTY to the DEVELOPER or the SPE as outlined in Section 4 of this Agreement.

ii. RDC will fund up to Five Million Two Hundred Thousand and No/100 Dollars ($5,200,000.00) ("PUBLIC IMPROVEMENTS INVESTMENT") to cover costs associated with the construction of the PUBLIC IMPROVEMENTS, as generally allocated in the budget provided in Exhibit E. RDC will make payments monthly for such PUBLIC IMPROVEMENT as expenses are incurred by the DEVELOPER or SPE. DEVELOPER agrees to provide documentation of these expenses to RDC, in a format as approved by the RDC. RDC agrees to reimburse those expenses within 30 days of submittal by the DEVELOPER or SPE.

c. **RESIDENTIAL PARKING.** RDC will lease up to 55 spaces to DEVELOPER or the SPE for a term of twenty (20) years to support the residential portion of the project per the terms of the Parking Garage/Conference Center Operation Agreement attached in Exhibit B. The DEVELOPER or the SPE will be obligated to purchase such parking spaces no later than the end of such twenty (20) year term.

4. **PROPERTY LINE ADJUSTMENT PLAT, SITE PLAN AND AS-BUILT SURVEY.**

a. **PROPERTY LINE ADJUSTMENT PLAT AND SITE PLAN.** Within sixty (60) days after the execution of this Agreement, DEVELOPER will (i) instruct its surveyor to prepare and submit for review by, and approval from, the RDC a plat necessary to adjust and relocate the property lines within the PROJECT SITE ("PROPERTY LINE ADJUSTMENT PLAT"), and (ii) using the PROPERTY LINE ADJUSTMENT PLAT, instruct its architect and/or engineer to prepare a drawing showing the proposed improvements to be constructed on the PROJECT SITE ("SITE PLAN"). The SITE PLAN will show the parking garage and the conference center located on separate subdivided parcels, each with a separate tax map identification number. Upon approval by the RDC of the PROPERTY LINE ADJUSTMENT PLAT, DEVELOPER will submit the PROPERTY LINE ADJUSTMENT PLAT to the appropriate governmental authority for approval to prepare for closing of the construction loan and the property swap as outlined in Section 6 of this Agreement.

b. **AS-BUILT SURVEY.** Upon completion of the PROJECT, the DEVELOPER will have prepared an as-built survey of the PROJECT SITE.

5. **RIGHT-OF-ENTRY, TESTS AND STUDIES.** The PARTIES agree to allow each other, as well as their employees, agents, contractors and subcontractors, to enter upon the PROJECT SITE, and while thereon, make surveys, take measurements, perform test borings or other tests of surface and subsurface conditions, make engineering, environmental and other studies and inspect the PROJECT SITE for purposes of the PROJECT. The PARTIES shall provide to each other copies of all surveys, tests, studies and inspection reports made on PROJECT SITE within 30 days of completing such surveys, tests, studies and inspections. Upon commencement of construction of the Project, such rights of entry shall not interfere with construction

activities and shall be limited to reasonable rights of entry during normal business hours, and subject to all necessary regulations and restrictions necessary for safety in accordance with the Town's regulations and procedures.

6. **PROPERTY SWAP.**

   a. At or before the closing of the DEVELOPER'S or SPE's construction loan, the PARTIES shall effectuate a property swap by exchanging title to certain property within the PROJECT SITE. The exact boundaries of the parcels will be determined by the PROPERTY LINE ADJUSTMENT PLAT as referenced in Paragraph 4a. The DEVELOPER will form a special purpose entity ("SPE") to acquire and transfer title and own and operate the PROJECT SITE. The property swap will likely occur simultaneously with the construction loan closing transaction, and will be accomplished through the execution, delivery and recording of a series of deeds conveying the parcels shown on the PROPERTY LINE ADJUSTMENT PLAT, resulting in the RDC owning the parcel that will contain the parking garage and the parcel that will contain the conference center, and the SPE owning the remaining parcel(s).

   b. The RDC will convey title to the SPE by good and sufficient limited warranty deed, subject only to matters approved by the SPE. The SPE will convey title to the RDC by good and sufficient limited warranty deed, subject only to matters approved by the RDC. Notwithstanding the foregoing, the RDC's obligation to convey the TOWN PROPERTY is contingent upon the DEVELOPER and the RDC reaching a mutual agreement on the PROPERTY LINE ADJUSTMENT PLAT per Paragraph 4a and other conditions as outlined in this Agreement.

7. **PROJECT BONDING AND INSURANCE.** Prior to the property swap as outlined in Section 6 of this Agreement, the DEVELOPER will provide the RDC with the following: Evidence of any insurance coverage reasonably required by the RDC; an executed environmental indemnity agreement and an executed completion guaranty, from DEVELOPER and pertaining to the PROJECT; evidence of any construction bonding as may reasonably be required in the sole discretion of the RDC to insure completion of the PROJECT, and any additional documentation or security reasonably required by the TOWN to acquire financing for the PROJECT, including the issuance and sale of bonds.

8. **PROJECT DESIGN AND CONSTRUCTION.**

   a. **SITE AND ARCHITECTURAL DESIGN.** The project site and architectural design will be based on the conceptual provided in Exhibit F, and as agreed upon by the PARTIES. Prior to submission for review and approval to any required public agency for permitting or certificate of appropriateness, DEVELOPER will submit a final design for both the PRIVATE and PUBLIC IMPROVEMENTS to the RDC for review and approval.

   b. **REGULATORY APPROVALS AND PERMITS.** DEVELOPER agrees that all development, construction, operation and leasing of the PROJECT will be done in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental or quasi-governmental entities, agencies or

instrumentalities relating to the development, use or condition of the PROJECT, including, without limitation, all building code and zoning requirements applicable to the PROJECT on the date any permits for the PROJECT are issued and any design guidelines provided to DEVELOPER by the TOWN. DEVELOPER is responsible for obtaining all necessary governmental approvals and permits, including those related to certificates of appropriateness and zoning, for the PROJECT. DEVELOPER will provide to the RDC copies of all such approvals and permits that are from entities other than the TOWN.

c. **PROCUREMENT.** For purposes of procuring contractors and vendors to construct, operate and lease PUBLIC IMPROVEMENTS, DEVELOPER agrees to use procurement practices which seek to secure the greatest value for the public good with the most efficient means available in accordance with reasonable business standards.

9. **ACCEPTANCE AND DEDICATION OF PUBLIC IMPROVEMENTS.**

a. **PARKING GARAGE AND CONFERENCE CENTER.** When the Conference Center and Parking Garage portion of the PUBLIC IMPROVEMENTS are completed, the DEVELOPER shall provide written notice to the RDC of its completion and request a final inspection of the project for approval and acceptance of the RDC. Within 10 business days after receipt of notice from the DEVELOPER of completion of the PUBLIC IMPROVEMENTS, the RDC shall perform an inspection of the PUBLIC IMPROVEMENTS and provide written notice to the DEVELOPER if the RDC determines that the DEVELOPER has failed to construct any of the PUBLIC IMPROVEMENTS in accordance with applicable plans and specifications, the governmental permits and approvals or RDC/TOWN standards. Such notice shall provide specific, itemized descriptions of how the PUBLIC IMPROVEMENTS does not comply with the aforementioned standards. The DEVELOPER shall have a period of 90 days to pursue and complete the cure of such defects; provided, however, if such cure requires a longer period, such 90-day period shall be extended so long as the DEVELOPER is diligently pursuing the cure of such defects, unless and until the RDC reasonably objects in writing to such longer period.

b. **DEDICATION OF OTHER PUBLIC IMPROVEMENTS.** DEVELOPER or the SPE will dedicate all other public improvements as described in Paragraphs 1c(iii) and 1c(iv) of this Agreement to the appropriate local or state authorities. All improvements in the road rights-of-way shall go through the South Carolina Department of Transportation (SCDOT) encroachment permit process and must be approved by the RDC prior to submitting to SCDOT.

10. **CONSTRUCTION BUDGET AND FINANCING.**

a. DEVELOPER will, no later than two hundred seventy (270) days of execution of this Agreement, provide the RDC with (i) a final construction cost breakdown for the PUBLIC IMPROVEMENTS and (ii) evidence acceptable to the RDC of a loan commitment from a financial institution acceptable to the RDC (in the RDC's reasonable discretion) (the "Construction Lender") for construction

financing (the "Construction Loan") and any required equity from investors (the "Equity Investors") sufficient to complete construction of the PROJECT.

b. The PARTIES acknowledge that certain pre-construction expenditures will be necessary prior to the DEVLOPER beginning construction of the PROJECT, including but not limited to geotechnical and environmental studies, engineering, and civil and architectural design, and that some of the expenditures will be associated with the PUBLIC IMPROVEMENTS as part of a mixed-used development project. Therefore, should the PROJECT not proceed to construction as a result of default of this Agreement by the TOWN or RDC, the RDC agrees to pay the DEVELOPER for those preconstruction costs incurred for the PUBLIC IMPROVEMENTS and for PRIVATE IMPROVEMENTS by the DEVELOPER or the SPE, as substantiated in writing, up to Four Hundred Thousand and No/100 Dollars ($400,000).

c. The RDC acknowledges that the DEVELOPER's Construction Lender will likely require a first lien position on the parcels within the PROJECT SITE that will contain the hotel and the residential condominiums. The RDC further acknowledges that the Equity Investors will likely require a second lien position on the PRIVATE IMPROVEMENTS, with regard to payment of interest on their investment in the PROJECT as well as the return of their capital investment. RDC agrees to maintain a subordinate position to the Construction Lender and the Equity Investors with respect to the same. In any event, at such time as the DEVELOPER refinances the Construction Loan to permanent financing and pursuant to Paragraph 3a, the DEVELOPER or the SPE shall repay the RDC in full in the amount of the Gap Loan, plus all accrued but unpaid interest attributable to the same, at the time of the closing of the permanent loan. The parking garage and conference center shall not be part of the Construction Lender's collateral, although it is understood that this Agreement and its exhibits may be collaterally assigned to the construction lender.

11. **ISSUANCE OF LIMITED OBLIGATION BONDS.** Subject to the provisions of Section 10(b) hereof, the PARTIES acknowledge that the obligations of the Town and the RDC hereunder are contingent upon the TOWN's ability to issue, upon reasonable terms and conditions and at reasonable rates of interest, hospitality fee revenue bonds in an amount sufficient, together with other funds (if any) of the TOWN identified by the TOWN for such purpose, to fund the GAP LOAN and the costs of the PUBLIC IMPROVEMENTS, all of which shall be of a nature which satisfies the criteria set forth in Section 6-1-730 of the Code of Laws of South Carolina 1976, as amended.

12. **LEASE, OPERATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS.** Upon completion of the PROJECT, DEVELOPER agrees to enter into, or cause the SPE to enter into, an agreement to maintain and operate the parking garage and conference center portion of the PUBLIC IMPROVEMENTS per the terms as specified in the Parking Garage/Conference Center Operation Agreement attached as Exhibit B and in accordance with the requirements of Internal Revenue Service Revenue Procedure 97-13 or any successor guidelines.

13. **FAILURE TO COMPLETE PUBLIC IMPROVEMENT PROJECT.** If the DEVELOPER or SPE starts but fails to complete all or a portion of the PUBLIC IMPROVEMENTS within a reasonable time period after commencement of construction (except delays due to force majeure), the RDC shall have, in addition to any other rights and remedies which may be available under this Agreement or at law, the right to draw on the Bond proceeds to complete the PUBLIC IMPROVEMENTS and reduce the amount of PUBLIC IMPROVEMENT INVESTMENT to which the DEVELOPER is entitled under Paragraph 3b(ii) of this Agreement in the amount necessary to complete the applicable PUBLIC IMPROVEMENTS. If the RDC exercises its rights to remedy or complete all or a portion of the PUBLIC IMPROVEMENTS as set forth above, the DEVELOPER agrees that it shall make, or cause the SPE to make, any further assignments to the RDC of any construction contracts, professional services contracts (e.g., architectural, engineer or prime contractors) and rights to use plans, drawings and specifications, and any governmental permits or approvals for such PUBLIC IMPROVEMENTS, as may be necessary for the RDC to complete such PUBLIC IMPROVEMENTS.

14. **NOTICES.** All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by fax, with evidence of delivery, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.

a. **DEVELOPER:** Applegate & Co., a South Carolina Corporation, 4130 Faber Place Dr., Suite 111, N. Charleston, SC 29405

b. **TOWN:** Town of Summerville Mayor, 200 S. Main St., Summerville, SC 29483

c. **Copy to Town Attorney:** Town of Summerville Attorney, 200 S. Main St., Summerville, SC 29483

15. **GENERAL PROVISIONS.**

a. The TOWN represents to the RDC and the DEVELOPER that it has full power and authority to do business in the State of South Carolina and to perform its obligations under, as and when required by this Agreement and shall, subject to changes in applicable law beyond the control of the TOWN, continue to have such power and authority throughout the term of this Agreement. The TOWN further represents that it will use reasonable efforts and act in good faith in the performance of its obligations under this Agreement.

b. The RDC represents to the TOWN and the DEVELOPER that it has full power and authority to do business in the State of South Carolina and to perform its obligations under, as and when required by this Agreement and shall, subject to changes in applicable law beyond the control of the RDC, continue to have such

power and authority throughout the term of this Agreement. The RDC further represents it will use reasonable efforts and act in good faith in the performance of its obligations under this Agreement.

c. The DEVELOPER represents to the TOWN and RDC that it has full power and authority to perform its obligations under, as and when required by this Agreement and shall continue to have such power and authority throughout the term of this Agreement. The DEVELOPER further represents that it will use reasonable efforts and act in good faith in the performance of its obligations under this Agreement.

d. No remedy provided herein is exclusive, and each party hereto shall have all remedies available to it at law and in equity.

e. All promises made by the TOWN or the RDC in this Agreement are intended to be promises to the DEVELOPER in the TOWN's and the RDC's business capacity, and no provisions herein are intended to create a duty where none otherwise exists from the TOWN to the owners, officers, employees, agents, patrons, guests or tenants of the DEVELOPER, and no such person shall be deemed to have any entitlement as a third party beneficiary of this Agreement. The DEVELOPER acknowledges that certain undertakings by the TOWN are subject to enactments of approving ordinances or resolutions, and in some cases, a public hearing, by the Town Council with respect to the matters discussed herein.

f. This Agreement supersedes all prior discussions and agreements between the parties with respect to the PROJECT. This Agreement contains the sole and entire understanding between the parties, and all other promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. Nothing in this agreement exempts DEVELOPER from compliance with all local, state, and other authorized jurisdiction permitting processes, building code, or land use requirements.

g. No modifications, amendments or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the Parties hereto.

h. The DEVELOPER may not assign its rights in this Agreement without the prior written consent of the TOWN and the RDC.

i. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

16. MEDIATION / ARBITRATION. Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement (a "***Claim***"), shall be negotiated by the parties within twenty (20) days of written notice of a Claim ("***Dispute Notice***"). Such Dispute Notice shall indicate in bold or capital letters that it is a Dispute Notice being filed under the Agreement. If no agreement is reached within such 20-day period, the parties agree to submit the claim to arbitration, as provided in the South Carolina Uniform Arbitration Act, Title 15, Chapter 48 of the Code of Laws of South Carolina ("***Arbitration***"). In the event the parties submit a dispute to Arbitration, it shall be undertaken in Charleston, South Carolina. Either party

may submit the Claim to Arbitration. The party requesting Arbitration shall give a written demand for Arbitration to the other party by registered or certified mail. The demand shall set forth a statement of the nature of the dispute, the amount involved and the remedies sought. No later than thirty (30) calendar days after the demand for Arbitration is served, the parties shall jointly select and appoint an arbitrator. If the parties do not agree on the selection of an arbitrator, each party shall select one arbitrator by written notice to the other party no later than thirty-five (35) calendar days after the demand for Arbitration is served and the two so selected shall select a third arbitrator no later than forty-five (45) calendar days after the demand for Arbitration is served. Such arbitrator shall be knowledgeable in the areas of law governing this Agreement. The failure of a party to select an arbitrator, or the failure of an arbitrator to provide a selection of a third arbitrator, within the times provided herein, shall eliminate the selection of an arbitrator by such party, and the arbitrator shall be the arbitrator selected by the other party in a timely manner. The arbiter's award shall include (i) a provision that the prevailing party in such Arbitration shall recover its costs of the Arbitration and reasonable attorneys' fees from the other party, and (ii) the amount of such costs and fees.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

TOWN OF SUMMERVILLE, SOUTH CAROLINA

Mayor, Town of Summerville, South Carolina

ATTEST:

Clerk, Town Council of the
Town of Summerville, South Carolina

TOWN OF SUMMERVILLE REDEVELOPMENT CORPORATION

By:

Its: Chairman

APPLEGATE & CO.

a South Carolina Corporation

By:

10

Its: President

EXHIBITS

- Exhibit A - Project Site Illustration
- Exhibit B – Parking Garage/Conference Center Operation Agreement
- Exhibit C - Grant Agreement
- Exhibit D – Promissory Note
- Exhibit E – Estimate Public Improvements Budget
- Exhibit F – Conceptual Site and Architectural Illustrations

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit A

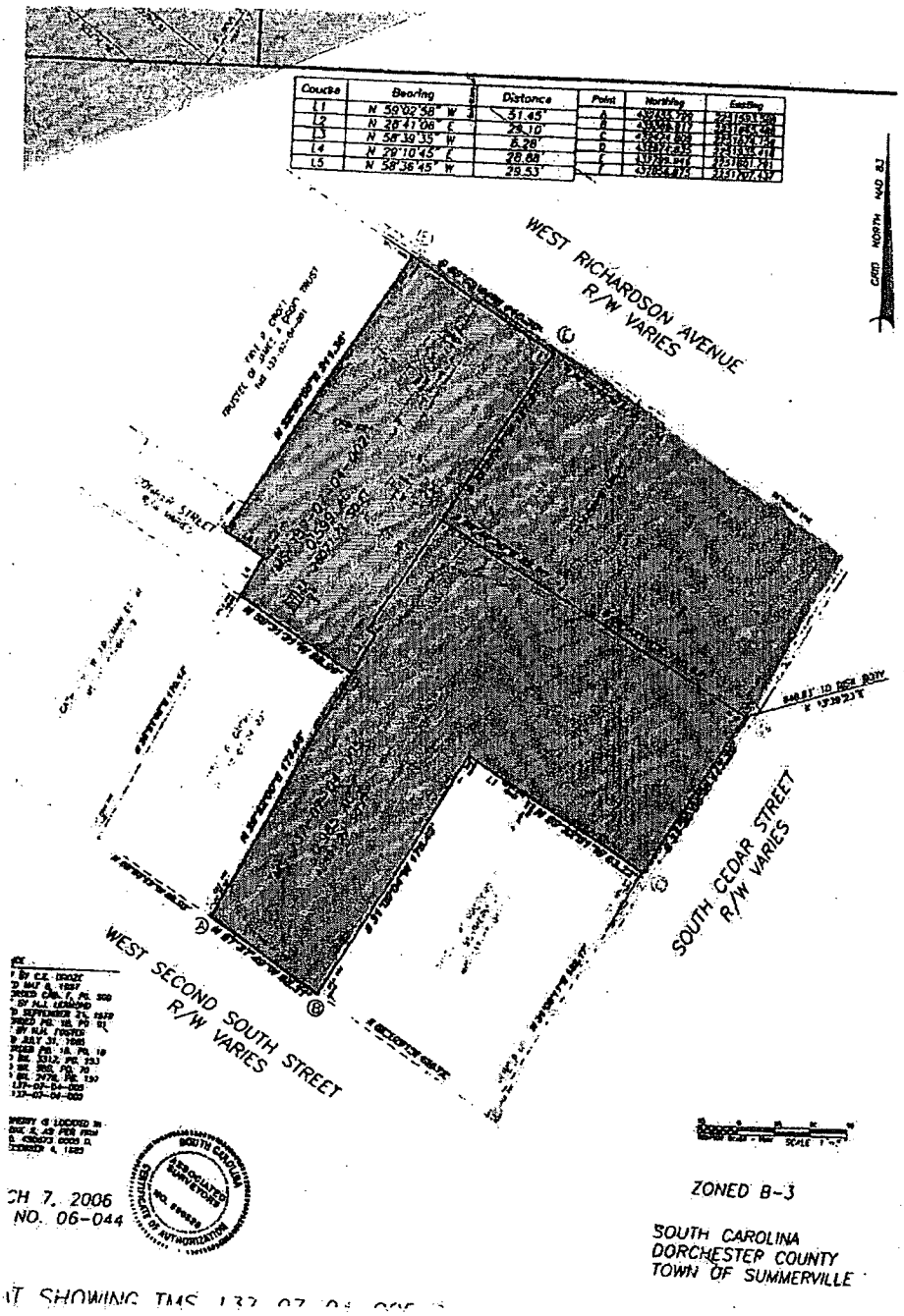


EXHIBIT B

PARKING GARAGE/CONFERENCE CENTER OPERATION AGREEMENT
(The Dorchester)

Between

TOWN OF SUMMERVILLE REDEVELOPMENT CORPORATION,
as the Owner

and

THE DORCHESTER, LLC,
as Manager

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Attachment A – Parking Lease Agreement

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

PARKING GARAGE/CONFERENCE CENTER OPERATION AGREEMENT
(The Dorchester)

THIS PARKING GARAGE/CONFERENCE CENTER OPERATION AGREEMENT (this "Agreement"), made and entered into as of July 9, 2014, is between TOWN OF SUMMERVILLE REDEVELOPMENT CORPORATION (the "RDC"), a 501(c)(4) organization, and THE DORCHESTER, LLC, a South Carolina limited liability company (the "Manager").

WITNESSETH:

WHEREAS, the Town of Summerville, South Carolina (the "Town"), owns approximately 1.58 acres of property located in downtown Summerville along West Richardson Avenue, specifically known as TMS# 137-07-4-002 and TMS# 137-07-04-005 (together, "Town Property"), and, in seeking to accelerate continued revitalization of its downtown, openly solicited a Request-for-Proposals for private development of the Town Property in accordance with Title 31, Chapter 10 Community Development Law of the South Carolina Code of Laws 91976) *et. seq.*, as amended; and

WHEREAS, the Town received a high quality proposal from Applegate & Co. (the "Developer") for a mixed-use development that includes a hotel, residential units, and retail space (the "Project") the Town considers beneficial to the economic growth of Summerville; and

WHEREAS, the Developer has entered into a contract to purchase approximately 0.65 acres of property adjacent to the Town Property, specifically known as TMS# 137-07-4-004 and TMS# 137-07-04-003 ("Developer Property," and together with the Town Property, "Project Site");

WHEREAS, public infrastructure improvements, including a public parking garage and a conference center on the Project Site, are necessary to service the Project as well as future development in the area; and

WHEREAS, the Town established the RDC to facilitate financing and funding for various community and economic development projects within the municipal limits of Summerville, and to create a partnership to provide for the efficient and timely development of the Project; and

WHEREAS, the Developer agreed in the Public-Private Partnership Agreement, dated as of July 9, 2014 (the "PPP Agreement"), to construct Public Improvements (as defined in the PPP Agreement), including the Parking Garage (the "Parking Garage") and the Conference Center (the "Conference Center"), as part of the Project, and further to manage and operate, or cause the management and operation by means of a special purpose entity formed by the Developer of, the public Parking Garage and Conference Center upon completion of the Project as detailed in the PPP Agreement and in this Agreement; and

WHEREAS, in accordance with the terms of the PPP Agreement, the RDC has agreed to enter into this Agreement with the Manager upon completion of the Project to maintain and operate the Parking Garage and Conference Center;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the RDC and the Manager agree as follows:

Section 1. Appointment and Acceptance. The RDC hereby appoints the Manager as its exclusive independent contractor for the management of the Conference Center and the Parking Garage, and the Manager accepts such appointment, subject to the terms and conditions set forth herein.

Section 2. Description of the Managed Public Improvements. The Public Improvements to be maintained and operated by the Manager under this Agreement consist of a Conference Center with no less than 10,000 square feet of conference/event space and parking facilities and parking garage with no less than a combined total of 179 spaces located on the Project Site (22 surface spaces and 157 garage spaces).

Section 3. Management and Operation of the Project.

(a) *General.* The Manager will provide the services described in this Section directly, through its Affiliates, or through Subcontractors. For purposes of this Agreement, the term "Affiliate" means any corporation, limited liability company, partnership, limited partnership, sole proprietor, or other business organization owned by or under common ownership with the Manager. For purposes of this Agreement, the term "Subcontractor" means any person or entity with whom the Manager enters into a contractual relationship in order to provide some or all of the services required to be provided hereunder by the Manager. As provided throughout this Agreement, the Manager will provide services pursuant to this Agreement in its capacity as an independent contractor. The Manager shall operate the Conference Center and the Parking Garage as facilities available for use by any member of the public upon paying the published rates for use and in accordance with the Manager's regulations as agreed upon by the RDC with respect to use of the Conference Center and the Parking Garage.

(b) *Operating Standards.* The Manager shall employ an adequate staff to manage, operate, maintain, and collect revenue from the Conference Center and the Parking Garage and shall have full authority and complete supervision over the employment, discharge, and performance of duties of all personnel used in the maintenance, operation, and renting of the Conference Center and the Parking Garage including, without limitation, oversight of services performed under third-party service contracts. The Manager shall use its best efforts in the management of the Conference Center and the Parking Garage and the collection of the rents and other income due and to become due therefrom. Management of the Project shall include practices that are customary and usual in the operation and management of comparable conference and parking facilities and in the Conference Center and the Parking Garage having such services as are customarily provided by operators of such conference and parking facilities of comparable class and standing as the Conference Center and the Parking Garage whenever possible.

(c) *Marketing*. The Manager shall prepare a marketing program for the Conference Center and the Parking Garage and shall supervise the marketing activities for the Conference Center and the Parking Garage including all advertising layouts, brochures, and campaigns. Advertising expenses shall be paid as operating expenses of the Conference Center and the Parking Garage.

(d) *Setting and Collection of Fees and Charges*. (i) The Manager shall supervise the staff in the renting of the Conference Center and the collection of parking fees for the Parking Garage. Incident thereto, the following provisions shall apply:

(A) The Manager shall supervise the taking and processing of reservations for the Conference Center.

(B) The Manager shall prepare all reservation forms for the Conference Center.

(C) The Manager shall supervise the collection, deposit, and disbursement of advance reservation fees or deposits, if any.

(ii) On behalf of the RDC, the Manager shall establish, on at least an annual basis, the rates and rentals for the use of the Conference Center and for spaces in the Parking Garage. In establishing such rates and rentals, the Manager agrees that it has a fiduciary duty to the RDC to use its best efforts to establish such rates and rentals as will, in its judgment, optimize revenues to be derived from the operation of the Conference Center and the Parking Garage. The RDC understands that the Manager may offer discounts of up to 50% off of the published rates and charges to patrons of the hotel located on the Project Site for use of the Conference Center or spaces in the Parking Garage.

(e) *Collection of Charges and Other Receipts*. The Manager shall supervise the collection of all charges, and other amounts receivable in connection with the management and operation of the Conference Center and the Parking Garage.

(f) *Enforcement of Leases*. The Manager shall use its best efforts to secure full compliance by each user of the Conference Center and the Parking Garage with the terms of his or her agreement.

(g) *Maintenance and Repair*. Manager shall use its best efforts to cause the Conference Center and the Parking Garage to be maintained in good repair, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions shall apply:

(i) Special attention shall be given to preventive maintenance, and, to the extent more cost effective, the services of the maintenance employees of the Manager shall be used.

(ii) The Manager shall contract on behalf of the RDC with qualified independent contractors for the maintenance and repair of heating

and air conditioning systems and for other extraordinary repairs beyond the capability of regular maintenance employees after consultation with the RDC with respect to the cost of such extraordinary repairs. In the event that repairs of an emergency nature are required at a time when it is impracticable to consult with the RDC as to cost, the Manager is hereby authorized to contract on behalf of the RDC to undertake such repairs and shall promptly notify the RDC of such action. The Manager shall review and approve all invoices for maintenance and repair expenses subject to reimbursement or payment by the Conference Center and the Parking Garage. The Manager shall process these invoices in a timely manner to benefit from discounts offered by the appropriate vendor. The Manager shall allow to the RDC any rebate or discount which the Manager shall obtain.

(iii) The Manager shall receive and promptly investigate all service requests from users of the Conference Center or the Parking Garage and take such action thereon as may be justified and keep records of the same for a reasonable period of time. Incidents requiring repairs of a serious nature shall be reported to the RDC promptly.

(iv) The Manager is hereby authorized to purchase all materials, equipment, tools, appliances, supplies, and services reasonably necessary for proper maintenance and repair of the Conference Center or the Parking Garage.

(h) *Capital Improvements*.

(i) The Manager shall prepare for the RDC's review and approval a Capital Budget Plan (the "Capital Budget Plan") relating to proposed capital expenditures for building, grounds, and furniture ("Capital Improvements") and periodically advise the RDC of the status of the Capital Budget Plan. The Manager is hereby authorized at the reasonable expense of the Conference Center or the Parking Garage, as applicable, to make contracts for all necessary renovations, repairs, additions, or improvements falling under the category of Capital Improvements and outlined in the Capital Budget Plan. All Capital Improvements shall be subject to the prior approval of the RDC.

(ii) All Capital Improvements and the construction, repair and maintenance thereof shall be constructed and made in a good and workmanlike manner, free from all liens and encumbrances, in accordance with the policies and procedures of the Manager and the RDC for capital improvements.

(i) *Utilities and Services*. The Manager shall make arrangements and execute any necessary agreements for water, electricity, gas, telephone, data, CATV, internet, sewage

and trash disposal, vermin extermination, snow removal, landscape care and related utilities and services for the Conference Center and the Parking Garage. The Manager is hereby authorized to make such contracts on behalf of the RDC as may be necessary to secure such utilities and services. The expenses incurred for such utilities and services, if any, shall be paid as operating expenses of the Conference Center and the Parking Garage.

(j) *Employees*. All staffing required pursuant to Section 3(a) shall be employees of the Manager, its Affiliates, or Subcontractors. The Manager shall hire, pay, supervise, and discharge such personnel, subject to the following conditions:

(i) The compensation, including fringe benefits, of the employees performing on-site functions shall be within the Manager's sole discretion. Compensation of bookkeeping, clerical, and other managerial personnel shall be within the Manager's sole discretion.

(ii) Subject to the limitations set forth in Section 9(b) below, the Manager shall be reimbursed for reasonable compensation, including fringe benefits, payable to all employees performing on-site functions, and for all local, State, and federal taxes, assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance), and other reasonable expenses incident to the employment of such personnel. Such reimbursements shall be paid as operating expenses of the Conference Center and the Parking Garage.

(k) *Records and Reports*. The Manager shall be responsible for all reports related to the operations of the Conference Center and the Parking Garage that the RDC is obligated to prepare, if any, for any governmental agency, at the expense of the Conference Center or the Parking Garage, as applicable, which shall include, without limitation, the following responsibilities with respect to the records and reports:

(i) The Manager shall establish and maintain a comprehensive system for records, books, and accounts including, but not limited to, records tracking all inventory purchased and used in connection with the Conference Center or the Parking Garage, and records of all maintenance and repairs performed on the Conference Center or the Parking Garage. All records, books, and accounts shall be subject to examination at reasonable hours by any authorized representative of the RDC. The RDC shall have the right to inspect and audit the Manager's books and records with respect to the Conference Center and the Parking Garage.

(l) *Customer Service*. It is the expectation of the RDC that the Manager shall, in the course of its duties hereunder, provide a high level of customer service to the users of the Conference Center and the Parking Garage.

Section 4. Funds and Accounts. The Manager shall establish and maintain certain accounts for the Project as set forth herein. The Manager assumes responsibility for handling all funds in accordance with the terms of this Agreement. The Manager shall bear all damage, loss, cost or expense from the theft or misapplication of funds.

(a) *Operating Expenses*. The Manager shall pay all sums payable by the RDC as expenses of the Conference Center and the Parking Garage authorized to be incurred by the Manager under the terms of this Agreement.

Section 5. Administrative and Supervisory Expenses. All administrative and supervisory salaries and expenses and other management overhead expenses (other than expenses for on-site employees) shall be borne by the Manager out of its own funds and shall not be treated as expenses of the Conference Center and the Parking Garage. However, when it is to the financial benefit of the Conference Center or the Parking Garage, normal on-site duties and reasonable expenses (including but not limited to staff, bookkeeping, accounting services, clerical, office supplies and equipment, telephone, and postage) may be performed off-site and paid for and treated as expenses of the Conference Center and the Parking Garage. In addition, when feasible and to the financial benefit of the Conference Center or the Parking Garage, certain functions and services shall be shared with the Private Improvements, and the reasonable cost shall be prorated on an equitable basis and charged to the Conference Center or the Parking Garage. All payments to the Manager shall be subject to the limitations set forth in Section 9(b) below.

Section 6. Management Overhead Expenses. Management overhead expenses, which shall be borne by the Manager out of its own funds and which shall not be treated as operating expenses of the Conference Center or the Parking Garage and shall not be reimbursable to the Manager, shall include: (a) compensation of central office or off-site personnel employed or contracted by the Manager, (b) rent for off-site offices utilized by the Manager; telephone and utility charges incurred at such offices; office supplies; rent for and repair and maintenance of office machines used at such offices; postage used at such offices; any rental for or allocation of depreciation or amortization of any properties owned by or leased by the Manager and used in the performance of its duties hereunder, (c) premiums for fidelity bonds on the Manager's employees not associated with the Conference Center or the Parking Garage, and (d) premiums for general liability, workers' compensation, or other such insurance carried by the Manager not associated with the Conference Center or the Parking Garage.

Section 7 Residential Parking. RDC has agreed to lease up to 55 spaces in the Parking Garage to the Manager on a long-term basis to support the residential portion of the Project per the terms of the Parking Lease Agreement attached hereto as Attachment A.

Section 8. Insurance. The Manager shall arrange periodic conferences with the RDC and an insurance consultant regarding the insurance coverage required for the Conference Center and the Parking Garage.

Section 9. Manager's Compensation.

(a) During the initial one (1) year term of this Agreement, the Manager shall be compensated for its services hereunder by the RDC by payment of a management fee in the amount of $3,000.00 per month, payable quarterly.

(b) Notwithstanding any other provisions of this Agreement, the total amount payable to the Manager as compensation under any provision of this Agreement, including without limitation Section 3(j) and Section 5 above, shall not exceed in any year the fixed fee compensation set forth in Section 9(a). Reimbursement of the Manager for actual and direct expenses paid by the Manager to unrelated third parties is not treated as compensation to the Manger for purposes of this paragraph.

Section 10. Damage or Destruction.

Damage or Destruction. If the Conference Center or the Parking Garage is damaged, the RDC will promptly commence and expeditiously complete the Restoration in accordance with Section 10(b).

Restoration. Upon receipt of notice from the Manager of an event of damage or destruction of either the Conference Center or the Parking Garage, the RDC will promptly commence and expeditiously complete any necessary restoration. The RDC will restore the Conference Center or the Parking Garage, as applicable, as nearly as possible to its value, condition, and character immediately prior to the damage or destruction. The RDC will complete the restoration as soon as reasonably possible after the date of such damage or destruction. If not completed as provided in the previous sentence, the Manager may terminate this Agreement in accordance with the provisions of Section 13 hereof. In the event that the RDC fails promptly to commence and expeditiously complete any necessary restoration, the Manager may proceed to restore the Conference Center or the Parking Garage, as applicable, as nearly as possible to its value, condition, and character immediately prior to the damage or destruction. The RDC bears the entire costs of such restoration, which the RDC shall promptly pay, upon written demand, to the Manager. The Manager may offset any revenues derived from the operation of the Conference Center and the Parking Garage to satisfy the obligation of the RDC to pay the Manager for the costs of restoration.

Fees. During the period from the date of the damage or destruction, through the: (i) completion of the restoration; or (ii) termination of this Agreement, the RDC will continue to pay the management fee provided in Section 9 hereof.

Section 11. Compliance with Laws. The Manager and its employees and subcontractors, shall perform all of the services under this Agreement in compliance with all applicable rules, regulations, orders, determinations, ordinances, or laws of any federal, State, or local authority. If the Manager shall fail or refuse to comply with or abide by any rule, order, determination, ordinance, or law of any federal, State, or local authority, the RDC may terminate this Agreement in accordance with the provisions of Section 13 hereof.

Section 12. Assignment. The Manager shall not transfer, assign, pledge, or hypothecate in in whole all of its rights, duties, or obligations under this Agreement without

the prior written consent of the RDC except to an Affiliate or to its lender. The RDC shall not assign or pledge its rights under this Agreement without the prior written consent of the Manager.

Section 13. Term of Agreement; Renewal of Term. (a) This Agreement shall be in effect for an initial term of one (1) year, beginning on the date of execution and delivery hereof and ending one year later. The Manager and the RDC may extend the term of this Agreement for an additional one year period up to fifteen (15) years by their mutual agreement on the Manager's compensation under Section 9 for such renewal term.

(b) This Agreement may be terminated prior to the end of the current term in accordance with the following conditions:

(i) This Agreement may be terminated by the mutual consent of the RDC and the Manager at any time.

(ii) Except as hereinafter provided, in the event a petition in bankruptcy is filed by or against either the RDC or the Manager, or in the event either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other.

(iii) Either the RDC or the Manager may terminate this Agreement by written notice to the other party in the event that the other party shall breach its obligations, duties, or covenants under the terms of this Agreement. Such notice shall specify the nature and scope of the claimed breach of this Agreement and shall provide the breaching party with the right to cure the claimed breach within 30 days of the receipt thereof. If the claimed breach is not cured to the satisfaction of the non-breaching party within the 30-day cure period, this Agreement shall terminate; provided, that so long as a course of action adequate to remedy such failure shall have been commenced by the breaching party within such 30-day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby within 90 days of such occurrence, this Agreement may not be terminated for such breach.. The non-breaching party shall also have the right to seek damages and exercise such other remedies as may be provided by law or in equity against the breaching party.

(c) Upon termination of this Agreement, the Manager shall submit to the RDC financial statements and information with respect to the Conference Center and Parking Garage reasonably requested by the RDC. The termination of this Agreement shall not affect the rights and obligations of the parties hereto as set forth herein as to matters, events, obligations, and duties that pertained or accrued prior to the date of termination.

(d) Upon termination of this Agreement, the Manager shall promptly turn over to the RDC all of the records with respect to the Conference Center and Parking Garage and any other property of the RDC within the Manager's possession. Notwithstanding the termination of this Agreement, any payments due to the Manager under this Agreement will be paid as provided herein.

(e) Upon termination of this Agreement, the Manager agrees to recognize and accept any successor manager of the Conference Center and Parking Garage selected by the RDC as the manager for the Conference Center and Parking Garage.

Section 14. Manager's Licenses. The Manager represents and warrants that it has obtained and covenants to maintain all licenses necessary for the performance of its obligations under this Agreement.

Section 15. Interpretative Provisions. (a) This written Agreement and attachments hereto (if any) constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the Company and the Manager with respect to the management of the Conference Center and Parking Garage. It is expressly agreed that there are no verbal understandings or agreements that in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the Company and the Manager.

(b) This Agreement has been executed in several counterparts, each of which constitute a complete original Agreement and which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

(c) As used herein, whenever appropriate, the masculine gender shall be construed to mean the feminine or neuter gender, or both of them; the feminine gender shall be construed to mean the masculine or neuter gender, or both of them, and the neuter gender shall be construed to mean the masculine or feminine gender, or both of them.

(d) As used herein, whenever expressed, the singular number shall be construed to mean the plural number and the plural number shall be construed to mean the singular number.

(e) The paragraph headings or captions appearing in this Agreement are for convenience only, and are not to be considered in interpreting this Agreement.

Section 16. Notices. (a) All notices, certificates, demands, requests, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by facsimile transmission, or by personal delivery addressed as follows:

If to the RDC:

Town of Summerville Redevelopment Corporation

Attention: Chairman
Summerville, South Carolina 29483
Telephone: (843) 871.6000
Facsimile: (843) 871.6954

If to the Manager:

The Dorchester, LLC
Attention: Arthur H. Applegate
4130 Faber Place Dr., Suite 111
N. Charleston, South Carolina 29405
Telephone: (843) 577.3900
Facsimile: (843) 577.3903

(b) Either party hereto may, by notice given to each of the other, designate any additional or different addresses to which subsequent notices, certificates, demands, requests, or other communications shall be sent.

Section 17. Applicable Law. This Agreement and all obligations hereunder shall be construed and interpreted under and in accordance with the laws of the State of South Carolina.

Section 18. Successors and Assigns; Changes. This Agreement shall be binding upon the parties hereto and their successors and assigns.

Section 19. Mediation / Arbitration. Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement (a "***Claim***"), shall be negotiated by the parties within twenty (20) days of written notice of a Claim ("***Dispute Notice***"). Such Dispute Notice shall indicate in bold or capital letters that it is a Dispute Notice being filed under the Agreement. If no agreement is reached within such 20-day period, the parties agree to submit the claim to arbitration, as provided in the South Carolina Uniform Arbitration Act, Title 15, Chapter 48 of the Code of Laws of South Carolina ("***Arbitration***"). In the event the parties submit a dispute to Arbitration, it shall be undertaken in Charleston, South Carolina. Either party may submit the Claim to Arbitration. The party requesting Arbitration shall give a written demand for Arbitration to the other party by registered or certified mail. The demand shall set forth a statement of the nature of the dispute, the amount involved and the remedies sought. No later than thirty (30) calendar days after the demand for Arbitration is served, the parties shall jointly select and appoint an arbitrator. If the parties do not agree on the selection of an arbitrator, each party shall select one arbitrator by written notice to the other party no later than thirty-five (35) calendar days after the demand for Arbitration is served and the two so selected shall select a third arbitrator no later than forty-five (45) calendar days after the demand for Arbitration is served. Such arbitrator shall be knowledgeable in the areas of law governing this Agreement. The failure of a party to select an arbitrator, or the failure of an arbitrator to provide a selection of a third arbitrator, within the times provided herein, shall eliminate the selection of an arbitrator by such party, and the arbitrator shall be the arbitrator selected by the other party in a timely manner. The arbiter's award shall include (i) a provision that the prevailing party in such Arbitration shall recover its costs of the Arbitration and reasonable attorneys' fees from the other party, and (ii) the amount of such costs and fees.

Section 20. Attorney's Fees. In the event of a dispute hereunder, the prevailing party shall be entitled to receive reimbursement of its reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, the RDC and the Manager by their duly authorized representatives have executed this Agreement on the date first above written.

RDC:

TOWN OF SUMMERVILLE REDEVELOPMENT CORPORATION

By: _____
William C. Collins, Chairman

MANAGER:

THE DORCHESTER, LLC

By: _____

ATTACHMENT A

THIS PARKING LEASE AGREEMENT AND PURCHASE OBLIGATION (this "Lease") is made and entered into as of this 9 day of July, 2014, by and between **TOWN OF SUMMERVILLE REDEVELOPMENT CORPORATION**, a 501(c)(4) organization, as landlord ("**RDC**") and **THE DORCHESTER, LLC**, a South Carolina limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, the Town of Summerville, South Carolina established the RDC to facilitate financing and funding for various community and economic development projects within the municipal limits of Summerville, and to create a partnership to provide for the efficient and timely development of a mixed-use development that includes a hotel, residential units, and retail space (the "Project") the Town considers beneficial to the economic growth of Summerville; and

WHEREAS, Applegate & Co. (the "Developer") agreed in the Public-Private Partnership Agreement, dated as of July __, 2014 (the "PPP Agreement"), to construct Private Improvements (as defined in the PPP Agreement), including approximately 34 residential condominium units and associated shared common space (the "Residential Units") and to construct Public Improvements (as defined in the PPP Agreement), including the Parking Garage (the "Parking Garage"), as part of the Project, and further to manage and operate, or cause the management and operation the public Parking Garage upon completion of the Project as detailed in the PPP Agreement by means of the Tenant pursuant to the terms of the Parking Garage/Conference Center Operation Agreement, dated as of July __, 201_ (the "Operation Agreement"); and

WHEREAS, the RDC has agreed in the Operation Agreement to lease 55 spaces in the Parking Garage to the Tenant for a twenty (20) year term to support the Residential Units per the terms of this Lease; and

WHEREAS, the RDC has agreed to sell and the Tenant has agreed to purchase 55 spaces in the Parking Garage in accordance with the terms hereof;

NOW, THEREFORE, for and in consideration of the mutual promises and benefits herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the RDC and the Tenant hereby agree as follows:

1. **PREMISES.** The RDC leases to Tenant and Tenant hereby leases from the RDC, in accordance with the terms hereof, those fifty-five (55) parking spaces (the "**Premises**") located within the Parking Garage which is located along West Richardson Avenue and S. Cedar Street ("**Tenant's Property**"), said Premises being shown as the highlighted area on **Exhibit A** attached hereto and by this reference made a part hereof.
2. **TERM.** The initial term ("**Term**") of this Lease shall be for a period of twenty (20) years commencing on _____ (the "**Commencement Date**"). The Term shall end on midnight of the day twenty (20) years subsequent to the Commencement Date.

3. RENT DURING TERM; PURCHASE OF PREMISES.

(a) During the Term hereof, Tenant shall pay to the RDC a fixed rent according to the following schedule:

Years 1 to 5: Twenty ($20.00) Dollars per month per space;

Years 6 to 10: Twenty-five ($25.00) Dollars per month;

Years 11 to 15: Thirty ($30.00) Dollars per month; and

Years 16 to 20: Thirty-five ($35.00) Dollars per month.

(b) Should the Term begin or end on a date that is not the first day of the month, the rent shall be prorated to reflect the actual number of days.

(c) The rent is due and payable on the first day of each month at the RDC's address set forth in Paragraph 17 of this Lease, or at such other place as the RDC may from time to time designate in a writing actually received by Tenant.

(d) During the Term hereof, the RDC hereby agrees to sell to the Tenant, and the Tenant hereby agrees to purchase from the RDC, all or any portion of the Premises upon mutually agreed upon terms and price. Such purchase shall be subject to customary and standard provisions regarding the sale and purchase of real estate such as the Premises.

(e) In the event that the Tenant does not purchase the entire Premises during the Term hereof as provided in paragraph (d) of this Section, the Tenant hereby agrees to purchase all of the Premises (to the extent not previously purchased by the Tenant) no later than the day on which this Lease terminates. The purchase price to be paid by the Tenant for the Premises or portion thereof so purchased shall be Fifteen Thousand Dollars ($15,000.00) per parking space. Such purchase shall be subject to customary and standard provisions regarding the sale and purchase of real estate such as the Premises.

4. HOLDING OVER. If Tenant holds over after the expiration or other termination of this Lease, Tenant shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy, and such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent on a monthly basis upon terms and conditions as existed as of the last month of the then applicable lease term.

5. CONDITION OF THE PREMISES. At the commencement of the Initial Term of this Lease, Tenant shall accept the Premises "as is". No representation, statement, or warranty, express or implied, has been made by or on behalf of the RDC as to the condition or as to the use that may be made of the Premises. Notwithstanding the foregoing, the RDC warrants that it knows of no non-compliance with any law, statute, regulation, ordinance, code or ruling by any governmental body with respect to the condition or operation of the Premises. Should the Premises be deemed to be unsuitable for parking at any time during the Term of this Lease by any governmental or regulatory authority through no fault of Tenant, Tenant may immediately terminate this Lease without penalty.

6. USE OF THE PREMISES. During the Term hereof, Tenant shall have the exclusive use of the Premises for the operation and maintenance by Tenant of automobile parking spaces

to be sublet to owners of the Residential Units and for any other associated lawful purpose. All references to "Tenant" herein regarding the use of the Premises shall include the Tenant's subtenants with respect to the particular parking space that such subtenant subleases from the Tenant. In no event shall Tenant use the Premises for any use which violates any ordinance, statute, law or regulation of any governmental body having jurisdictional authority over the Premises. Tenant shall have the use of and access to the Premises twenty-four hours a day, seven days a week.

7. **ACCESS TO THE PREMISES.** The RDC grants to Tenant, its employees, agents, and independent contractors, and to Tenant's sublessees and invitees, a nonexclusive right for the duration of the Term of this Lease of ingress and egress over all property owned by the RDC where the Premises are located ("**RDC's Property**") to and from the Premises to the extent necessary for the use, operation, and maintenance of the parking spaces. The RDC shall be responsible for the maintenance and repair of the areas covered by this right of ingress and egress.

8. **QUIET ENJOYMENT.** The RDC covenants that if Tenant shall perform all of the covenants and agreements of this Lease to be performed by Tenant, Tenant shall, subject to the terms and conditions of this Lease, at all times during the Term have peaceful possession and occupancy and quiet enjoyment of the Premises, without molestation, hindrance, or disturbance by the RDC or any party. The RDC covenants and warrants that, as of the Effective Date of this Lease, the RDC is the true and lawful owner of and has sole legal title and interest to the Premises, and has the good right and full power to lease the Premises to Tenant. The RDC further represents that there are no liens, judgments, restrictions, covenants, easements, rights of way, leases, or other agreements, written or unwritten, recorded or unrecorded, known to the RDC which would prohibit or in any way restrict Tenant's intended use of the Premises. If Tenant's peaceful and quiet enjoyment of the Premises is interrupted by any person after notice by Tenant to the RDC of such interruption or expected interruptions and ten (10) days elapse during which the RDC has been unwilling or unable to cure such interruption, then Tenant, in addition to its other remedies at law and in equity, may, at its sole option, terminate this Lease, and in such event Tenant will not be required to pay any further rent. Failure to exercise the option to terminate shall not waive subsequent rights Tenant has to terminate.

9. **CONDEMNATION.** In the event a portion or all of the Premises shall be taken by condemnation, eminent domain, or other similar action for public use or purpose, or be purchased by the condemning authority in lieu of condemnation, then, in either case, Tenant may, at its option, cancel and terminate this Lease in its entirety effective at any time after notice of such impending order of condemnation or offer to purchase by giving written notice to the RDC of its intention to do so. Upon the giving of said written notice by Tenant, this Lease shall terminate, any rent paid in advance shall be apportioned and refunded to Tenant and any rent due shall be accounted for as between the RDC and Tenant as of such Lease termination date. Each party shall be free to make claim against the condemning party for the amount of damages incurred by each by such proceeding.

10. **CASUALTY.** If the Premises are totally destroyed (or so substantially damaged as to be unusable for its intended purpose) by storm, fire, earthquake, or other casualty, then this Lease shall terminate as of the date of such destruction or damage, and rent shall be accounted for as between the RDC and Tenant as of that date. If either (a) all or any part of the RDC's Property or (b) all or any part of Tenant's Property is totally destroyed (or

so substantially damaged as to be unusable for its intended purpose) by storm, fire, earthquake, or other casualty, then this Lease shall terminate, at the option of Tenant, as of the date of such destruction or damage, and rent shall be accounted for as between the RDC and Tenant as of that date.

11. INSURANCE.

11.1 Property Insurance. During the Term, the RDC shall maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures the Premises and the RDC's personal property at the Premises on a replacement cost basis, and Tenant shall maintain CP Insurance that covers the Tenant's personal property in and about the Premises on a replacement cost basis. Each CP Insurance policy shall, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or "all-risk" coverage, including but not limited to loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, earthquake, and terrorism).

11.2 Casualty Insurance. During the Term, the RDC and Tenant shall maintain: (i) Commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than $1,000,000 per occurrence with a general aggregate of not less than $2,000,000 covering liability arising from each party's operations at the Development or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract; (ii) Business Auto Liability insurance ("**BAL Insurance**") with limits of liability not less than $1,000,000 per occurrence covering bodily injury, including death, and property damage for liability arising from use of each party's owned, non-owned, and hired vehicles; (iii) Workers' Compensation insurance ("**WC Insurance**") in accordance with all federal and state statutory requirements and Employers' Liability insurance ("**EL Insurance**") in an amount of not less than $1,000,000 per accident for bodily injury and $1,000,000 per employee/aggregate for disease; and (iv) Umbrella Liability insurance ("**Umbrella Liability Insurance**") with limits of liability of not less than $5,000,000 per occurrence that applies on a "following form" basis and is in excess of the underlying CGL Insurance, BAL Insurance, and EL Insurance limits of liability with the Umbrella Liability Insurance policy listing the CGL Insurance, BAL Insurance, and EL Insurance policies on its schedule of underlying Insurance (collectively, "**Casualty Insurance**").

11.3 Additional Insureds. With respect to CGL Insurance and Umbrella Liability Insurance, Tenant shall name the RDC as an additional insured with respect to Tenant's negligence for any claims arising out of Tenant's operations in or upon the Premises, and the RDC shall name Tenant, its employees, officers, directors, subsidiaries, affiliates, partners, or sublessees, as additional insureds with respect to the RDC's negligence for any claims arising out of operations of the RDC or the RDC's agents or contractors in or upon the Development, Premises, or Common Areas. In addition, the CGL Insurance and the Umbrella Liability Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; and (iii) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by one insured under the policy against another insured under the policy.

11.4 Rating Requirements. All insurance policies required by this Section 11 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 11 set forth the minimum amounts and scopes of coverage to be maintained by the RDC and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease.

11.5 Certificates of Insurance. Each party shall furnish Certificates of Insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than ten (10) business days after the expiration of each policy. All policies shall provide that not less than thirty (30) days' prior written notice of cancellation or non-renewal shall be given to the other party.

12. WAIVER OF SUBROGATION.

12.1 Waiver of Subrogation (Property). Tenant and the RDC hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, including their respective employees, officers, directors, subsidiaries, affiliates, agents, representatives, and assigns, for any loss or damage that may occur to the Development, the RDC's personal property, the Improvements (including any alterations or additions thereto), and Tenant's personal property by reason of fire or other casualty, regardless of cause or origin. The RDC and Tenant shall obtain a waiver of subrogation from their respective insurers and shall endorse their CP Insurance policy to reflect the waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any CP Insurance.

12.2 Waiver of Subrogation (Casualty Insurance). Tenant and the RDC hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, including their respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives to the extent covered by Casualty Insurance. Each Casualty Insurance policy must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any Casualty Insurance.

13. INDEMNIFICATION. The RDC shall indemnify and save harmless Tenant from all direct loss or damage for personal and bodily injury and tangible property damage (including reasonable attorneys' fees) arising out of the negligence or wilful misconduct of the RDC, its officers, agents, employees, independent contractors or invitees, or the failure by the RDC to perform its obligations under this Lease, provided that Tenant gives the RDC timely notice of any claim coming under the scope of this indemnity, allows the RDC to completely control the settlement and defense of any such claim and cooperates fully with the RDC in the investigation and defense of such claim.

Tenant shall indemnify and save harmless the RDC from all direct loss or damage for personal and bodily injury and tangible property damage (including reasonable attorneys' fees) arising out of the negligence or wilful misconduct of Tenant, its officers, agents, employees, independent contractors, sublessees, or invitees, or the failure by Tenant to perform its obligations under this Lease, provided that the RDC gives Tenant timely notice of any claim coming under the scope of this indemnity, allows Tenant to

completely control the settlement and defense of any such claim and cooperates fully with Tenant in the investigation and defense of such claim.

14. **ENVIRONMENTAL MATTERS.** The RDC warrants and represents that, to the best of its actual knowledge, (i) the RDC is not subject to any existing investigation by any governmental authority under any Environmental Requirements related to the Property, (ii) any handling, transportation, storage, treatment, or use of Hazardous Materials that has occurred on the Property to date by or behalf of the RDC has been in compliance with all Environmental Requirements, and (iii) no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on the Property since the date of the RDC's acquisition of its fee title interest therein. The term "**Environmental Requirements**" means all applicable past, present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; and Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos, and petroleum, including crude oil or any fraction thereof, natural gas, natural liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of such natural gas and synthetic gas).

Tenant shall have no liability of any kind to the RDC as to Hazardous Materials on, under or about the Premises and/or on any other property of the RDC (collectively, the "**Property**") caused or permitted by: (i) the RDC, its agents, employees, contractors or invitees (if any); or (ii) any person or entity (other than Tenant and Tenant's employees, agents, invitees or contractors) located outside of the Property (including, without limitation, the migration or leaching of Hazardous Materials from outside the Property on or onto the Property).

The RDC shall and hereby does indemnify Tenant and hold Tenant harmless from and against any and all expense, loss, and liability (including, without limitation, any and all legal and professional fees and costs incurred by Tenant in connection therewith) suffered by Tenant by reason of historic site operations and/or conditions occurring prior to the Effective Date of this Lease, or by reason of contamination on, at or emanating from the Property by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Materials (whether accidental, intentional, or negligent) by the RDC or the RDC's employees, agents or contractors, and which does not arise directly from or out of the presence of Hazardous Materials on, at or from the Premises solely as the result of Tenant's use of the Premises or any act or omission of Tenant, its agents, employees, or contractors; provided that, however, the RDC shall not be liable to Tenant for any consequential or punitive damages suffered by Tenant as a result of any breach of the RDC's obligations hereunder. Tenant shall and hereby does indemnify the RDC and hold the RDC harmless from and against any and all expense, loss, and liability (including, without limitation, any and all legal and professional fees and costs incurred by the RDC in connection therewith) suffered by the RDC (except to the extent that such expenses, losses, and liabilities arise

out of the negligence or willful act of the RDC or the RDC's employees, agents, invitees or contractors), by reason of the storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Materials (whether accidental, intentional, or negligent) by Tenant or Tenant's employees, agents, invitees or contractors, provided that, however, Tenant shall not be liable to the RDC for any consequential or punitive damages suffered by the RDC as a result of any breach of Tenant's obligations hereunder. Notwithstanding anything to the contrary in this Paragraph 14, Tenant shall have no liability to the RDC of any kind as to any Hazardous Materials unless the RDC provides a Phase I environmental investigation which conclusively determines that (a) such Hazardous Materials were not present on the Property on the Effective Date of this Lease, and (b) the release of such Hazardous Materials was caused solely by Tenant, its agents, employees or contractors.

15. **COSTS AND EXPENSES**. The RDC shall pay the following costs and expenses associated with the Premises: real estate taxes (the RDC shall provide Tenant with evidence of the payment of thereof upon Tenant's request), general and special assessments assessed on the property interest of the RDC in the Premises, property insurance protecting the RDC's interest in the Premises, debt service on any loans on which the RDC or an affiliate of the RDC is the borrower and which are secured by or related to the Premises, any and all repair, maintenance and operation expenses related to the Premises, and any other costs that may be related to the ownership of the Premises and the remainder of RDC's Property.

    Tenant's costs and expenses related hereto shall be strictly limited to obtaining and maintaining such insurance policies as are required pursuant to Section 11 hereof.

16. **REPAIRS AND MAINTENANCE**. The RDC shall provide all routine repairs and maintenance to the Premises including, without limitation, painting, cleaning, removal of trash and debris, and routine repairs to the parking surface of the Premises.

17. **NOTICES**. Whenever, in this Lease, it shall be required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be given or served in writing (i) by certified mail, return receipt requested, (ii) by courier or hand delivery, or (iii) by reputable overnight courier, at the address specified below for each party or at such other address as the parties may designate:

Tenant:

The Dorchester, LLC

President

RDC:

Town of Summerville Redevelopment Corporation

William C. Collins

Chairman

Notices sent in accordance with the provisions of this Paragraph 17 shall be deemed given upon receipt, upon the refusal to accept such notice or upon the inability to deliver such notice due to an address change for which notice was not given in accordance herewith.

18. **DEFAULT.**

(a) Tenant Default. In the event that Tenant (i) shall, after ten (10) days written notice from the RDC, fail to perform, keep, and observe any of the terms, covenants, and conditions of this Lease or (ii) shall be placed into bankruptcy, either voluntarily or by the courts, or become financially insolvent and unable to perform its obligations under this Lease, then the RDC may, at its option and in addition to and not in limitation of any other right or remedy permitted to the RDC at law, in equity or under this Lease, terminate this Lease, in which event Tenant shall surrender the Premises to the RDC within ninety (90) days of such Lease termination.

(b) The RDC Default. In the event that the RDC (i) shall, after ten (10) days written notice from Tenant, fail to perform, keep, and observe any of the terms, covenants, and conditions of this Lease or (ii) shall be placed into bankruptcy, either voluntarily or by the courts, or become financially insolvent and unable to perform its obligations under this Lease, then Tenant may, at its option and in addition to and not in limitation of any other right or remedy permitted to Tenant at law, in equity or under this Lease, terminate this Lease, in which event Tenant shall surrender the Premises to the RDC within ninety (90) days of such Lease termination.

19. **LIMITATION OF DAMAGES AND LIABILITY.** Except for gross negligence or wilful misconduct resulting in personal injury or property damage to third parties, in no event shall Tenant's or the RDC's liability under this Lease include any liability for incidental, indirect, special, or consequential damages.

20. **TERMINATION.** The RDC may not terminate this Lease prior to its stated expiration except upon a Tenant Default pursuant to Section 18 hereof and upon ninety (90) days written notice to the Tenant. Tenant may terminate this Lease, in whole or in part, with 30 days' notice to the RDC at any time during the Term of this Lease upon payment to the RDC of one month's rent as an early termination fee.

21. **SURRENDER OF PREMISES.** Tenant shall, at the end of the Term, or any extension thereof, promptly surrender the Premises in good order and condition and in conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear and any condemnation or casualty.

22. **POSTPONEMENT OF ACTION.** Whenever the time for the performance or discharge of any obligation or the exercise of any right provided hereunder shall fall on any Saturday, Sunday, or other legal or public holiday, then the time for the performance or discharge of such obligation or the exercise of such right shall be extended to 5:00 p.m. on the next secular or business day.

23. **SUCCESSORS AND ASSIGNS.** This Lease shall be binding on the parties hereto and their respective successors and assigns.

24. **EFFECTIVE DATE.** This Lease and its terms shall be in effect as of the date first set forth above (the "**Effective Date**").

25. **APPLICABLE LAW**. Notwithstanding the location of the entities executing this Lease, this Lease shall be governed by and interpreted in accordance with the laws of the State where the Premises are located.

26. **WAIVER**. The parties may waive any provision of this Lease only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Lease, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

27. **TIME IS OF THE ESSENCE**. Time is of the essence regarding all performance under this Lease.

28. **BROKERS**. Each party represents and warrants that it has dealt with no broker, agent, or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and each party agrees to defend, indemnify and hold the other harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnitor with regard to this Lease.

29. **ATTORNEYS' FEES**. In the event either party is required to retain counsel to enforce any rights under this Lease, such party if successful as determined by a court issuing a final adjudication and having proper jurisdiction over the parties from which no appeal can be or is taken, shall be entitled to recover from the other party, its reasonable attorneys' fees and expenses.

30. **ENTIRE AGREEMENT**. This Lease, including all exhibits hereto, each of which is incorporated into this Lease, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and no other representations, warranties, or agreements, whether written or oral, shall be binding on either of the parties. This Lease may not be amended, modified, or supplemented unless and except by an instrument in writing signed by both parties.

31. **CAPTIONS**. The captions of this Lease are inserted for the purpose of convenient reference and in no way define, limit, or describe the scope or intent of this Lease or any part hereof.

32. **SEVERABILITY**. Should any term(s), covenant(s), condition(s), provision(s), sentence(s), or part(s) thereof of this Lease be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused this Lease to be executed as of the day and year first above written.

TOWN OF SUMMERVILLE REDEVELOPMENT CORPORATION, as Landlord

Witnesses:

Madelyn N. Robinson

By: William C. Collins

Its: Chairman

THE DORCHESTER, LLC, as Tenant

Witnesses:

Lisa L. Wallace

By: A. Applegate

Its: Manager

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF DORCHESTER)

Before me, the undersigned Notary Public, personally appeared Lisa L. Wallace, this 9th day of July, 2014, who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public for South Carolina
My Commission Expires: 7-19-2022

LISA L. WALLACE NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. July 19, 2022

Witnesses:

Marilyn H Robertson

Tiffany J Norton

The Dorchester LLC,
a South Carolina limited liability company

BY:

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF DORCHESTER)

Before me, the undersigned Notary Public, personally appeared Lisa L. Wallace this 9th day of July, 2014, who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public for South Carolina
My Commission Expires: 7-19-2022

LISA L. WALLACE NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. July 19, 2022

Witnesses:

Applegate & Co.

BY:

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

ACKNOWLEDGMENT

Before me, the undersigned Notary Public, personally appeared Lisa L. Wallace, this 9th day of July 2014 who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public for South Carolina
My Commission Expires: 7-19-2022

LISA L. WALLACE NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. July 19, 2022

EXHIBIT "A"

THE PREMISES

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit A

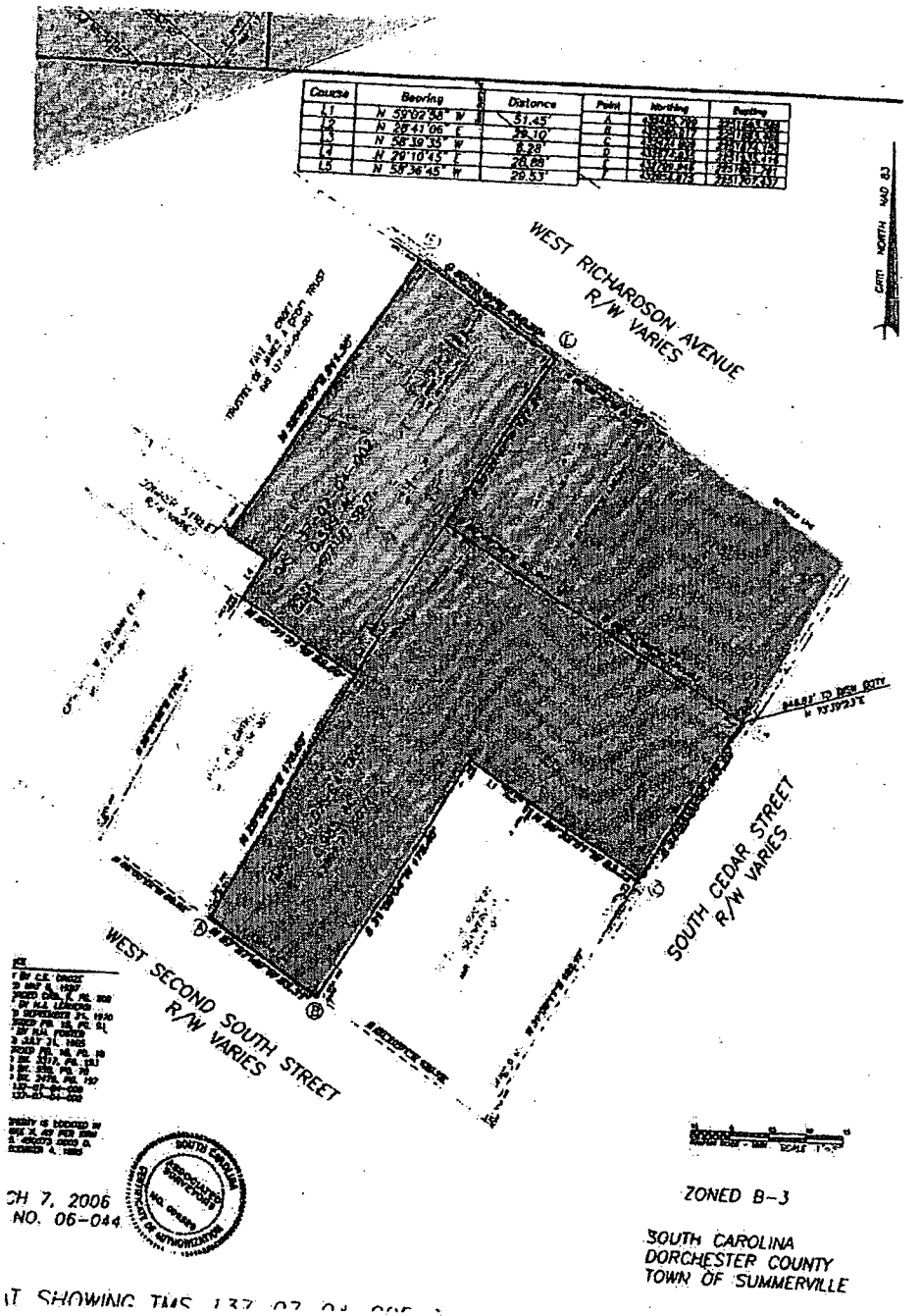


EXHIBIT C

STATE OF SOUTH CAROLINA	)	GRANT AND PROPERTY
	)	CONVEYANCE AGREEMENT
	)	FOR TOURISM AND OTHER
	)	ECONOMIC DEVELOPMENT
COUNTY OF DORECHESTER	)	PROJECTS

THIS AGREEMENT is made and entered into as of July 9, 2014 by and between the Town of Summerville, a body corporate and a municipal corporation of the State of South Carolina (herein referred to as "TOWN"), and the Town of Summerville Redevelopment Corporation ("herein referred to as RDC"), a 501(c)(4) nonprofit organization.

WITNESSETH:

WHEREAS, the RDC was established by the Town of Summerville to facilitate financing and funding for various community and economic development projects; and

WHEREAS, the TOWN and the RDC are interested in entering into an agreement for the purposes of encouraging economic development for the benefit of the citizens of the Town of Summerville in accordance with Title 31, Chapter 10 Community Development Law of the South Carolina Code of Laws (1976) *et. seq.*, as amended; and

WHEREAS, the TOWN and the RDC determine that the development of mixed-use project that includes a hotel, retail space, a conference center, residential units, and a parking garage along West Richardson Avenue, South Cedar Street and West 2nd South Street (collectively herein referred to as the "PROJECT") would provide tourism related and other economic development benefits vital to the continued revitalization of downtown, improving services to residents, enhancing the economic development of the Town of Summerville, and providing facilities that will host conferences and special events that will attract visitors from outside of the Summerville community; and

WHEREAS, the TOWN owns approximately 1.58 acres of property located in downtown Summerville along West Richardson Avenue, specifically known as TMS# 137-07-4-002 and TMS# 137-07-04-005 (together, herein referred to as the "TOWN PROPERTY") that is necessary for the development of the PROJECT; and

WHEREAS, on July 9, 2014, the TOWN passed Ordinance No. _____, approving actions necessary to support the PROJECT, including the execution of a Public-Private Partnership Agreement between the TOWN, the RDC and Applegate & Co. (herein referred to as the "PPP AGREEMENT") to leverage and maximize private investment, the construction of public improvements, and the granting of funds to the RDC for the PROJECT; and

WHEREAS, on July 9, 2014, the RDC approved the PPP AGREEMENT by resolution.

NOW, THERFORE, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. The TOWN agrees to convey by deed fee simple title of the TOWN PROPERTY to the RDC for purposes of developing the PROJECT.

2. The TOWN agrees to provide a grant to the RDC in the total amount of Five Million, Two Hundred Thousand and No/100 Dollars ($5,200,000) for the purpose of funding the development of the Public Improvements of the PROJECT, including a conference center, parking garage and associated streetscape as further defined in the PPP AGREEMENT.

3. The TOWN agrees to provide a grant to the RDC in the total amount of Three Million Seven Hundred and Fifty Thousand and No/100 Dollars ($3,750,000) for the purpose of downtown economic development activities, as further defined in the PPP AGREEMENT.

4. The RDC agrees to utilize the PROPERTY and grant funds provided in this Agreement for the purposes of the PROJECT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9 day of July, 2014.

Witnesses:

Marilyn N Robinson

Tiffany J Nation

TOWN OF SUMMERVILLE
REDEVELOPMENT CORPORATION

William C. Collins

By: William C. Collins
Its: Chairman

Witnesses:

Marilyn N Robinson

Tiffany J Nation

TOWN OF SUMMERVILLE

William C. Collins

By: William C. Collins
Its: Mayor

EXHIBIT D

PROMISSORY NOTE/LOAN AGREEMENT

BORROWER'S NAME: The Dorchester, LLC

LOAN NUMBER: _____ DATE: _____

LOAN AMOUNT: $3,750,000.00 DATE DUE: _____

For value received, the undersigned, promises to pay to the order of the Town of Summerville Redevelopment Corporation (herein called "LENDER"), at _____ Summerville, SC _____, or any other place designated at any time by the holder hereof, in lawful money of the United States of America, the principal sum of Three Million Seven Hundred and Fifty Thousand and No/100 Dollars ($3,750,000), together with any interest due on the unpaid balance based on the following terms. The payment obligation hereof by the undersigned (the "Borrower") is subordinate in all respects to the payment obligations of the Borrower to the Construction Lender (as defined in the PPPA [as defined below] and to the Equity Investors (as defined in the PPPA).

Terms shall be as follows:

1. Funds shall be disbursed hereunder by the LENDER up to the full amount of the loan ($3,750,000.00) to The Dorchester, LLC (herein called "BORROWER") on a pro-rata basis with the application of funds of the Equity Investors upon receipt of written requests submitted to the RDC by the project architect.
2. No interest shall be due for 24 months from the date of funding by the LENDER. Interest on this note shall begin the day following 24 months from the funding by LENDER at the rate of 3.75% per annum. From that date, the interest payment shall be due on the 1st day of each month, and continue until this note is paid off. In any event, this Note shall be due and payable in full with all accrued interest on or before forty-eight (48) months from date of funding by the LENDER.
3. Interest shall be paid in arrears. The first interest payment on the loan shall be due on the first day of the month following the first day interest begins to accrue. This payment of interest shall be calculated at Three Hundred Ninety and 625/1000 ($390.625) Dollars per day beginning the first day interest begins to accrue until the beginning of the following month.
4. Thereafter during the balance of the Term, a monthly interest payment of Eleven Thousand Seven Hundred Eighteen and 75/100 Dollars ($11,718.75) shall be paid by BORROWER.
5. At the end of the Term of this Promissory Note or any extension thereof, a final payment of principal in the amount of Three Million Seven Hundred and Fifty Thousand and No/100 Dollars ($3,750,000), plus any accrued and unpaid interest, shall become due and payable.

6. This Note may be prepaid, in full, prior to maturity, without penalty to the undersigned.

7. Events of Default; Acceleration: The following shall constitute defaults or events of default hereunder ("Events of Default"):

(a) Failure by the Borrower, or any other party to keep, perform or observe any agreement, covenant, or condition contained herein or in the Public-Private Partnership Agreement between Town of Summerville, Town of Summerville Redevelopment Corporation and Applegate & Co. (the "PPPA"); or (b) Failure by the Borrower to pay any installment required to be paid by this Note within five (5) days after the due date; or (c) A default by one or more of any guarantors under any agreement, covenant or condition contained in any guaranty agreement executed by the guarantors in connection with the loan evidenced by this Note. The remaining unpaid principal of this Note and all accrued and unpaid interest thereon shall immediately become due and payable, at the option of the holder hereof, upon the occurrence of an Event of Default. The Lender shall be entitled to recover all expenses, including reasonable attorneys' fees and expenses of legal counsel, incurred by the Lender in any way arising from or relating to the enforcement or attempted enforcement of this Note and any related guaranty, collateral document or other document and the collection or attempted collection, whether by litigation or otherwise, of this Note.

8. Application of Payments: All payments on this Note shall be applied first to accrued interest, then to fees, then to principal due and then to late charges. Any remaining funds shall be applied to the further reduction of principal. Notwithstanding the foregoing, upon the occurrence of a default hereunder, payments shall be applied as determined by Lender in its sole discretion.

9. Interest After Default: Any past due installments, whether of principal or interest, shall bear interest at the rate or rates herein set out until paid, except that after this Note shall become due, whether by acceleration or otherwise, this Note shall bear interest at the lesser of (a) the highest contract rate, if any, permitted by applicable law or (b) a rate per annum equal to fifteen percent (15%). The applicable interest rate herein shall apply whether before or after any judgment hereon.

10. Late Charge: Time is of the essence of this Note. To the extent not prohibited by law, a late charge of five percent (5%) shall be assessed on any payment remaining past due for 10 days or more unless interest on this Note is payable in advance, in which case such period shall instead be 30 days or more; provided, however, that if any applicable statute allows a shorter minimum time period for the imposition of a late charge, such shorter time period shall prevail. Borrower agrees that the late charge provided above is fair and reasonable compensation to Lender for the additional administrative time and effort incurred in collecting and processing delinquent payments. Borrower further agrees that the Default Rate is a fair and reasonable rate of interest to be charged after maturity or acceleration of this Note

in light of the increased risks to Lender inherent in a past due loan and the administrative time and effort incurred in collecting a past due loan.

11. Collateral: This Note is unsecured.

12. Governing Law; Changes: The Note may not be changed orally and shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflict of laws.

13. Jurisdiction; Venue: The Borrower (a) submits to personal jurisdiction in the circuit court for the first judicial circuit for the State of South Carolina, for the enforcement of this Note, (b) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the circuit court for the first judicial circuit for the State of South Carolina for the purpose of litigation to enforce this Note, and (c) agrees that service of process may be made upon the Borrower in any manner prescribed by applicable state rules of civil procedure or by applicable local rules or laws of civil procedure for the giving of notice to the Borrower. Nothing herein contained, however, shall prevent the Lender from bringing any action or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrower, within any other state or jurisdiction.

14. Payments Not to Violate Law: Nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Borrower to pay interest at a rate greater than it is now lawful in such case to contract for under applicable law, or to make any payment or to do any act contrary to applicable law, and the Lender shall reimburse the Borrower for any interest paid in excess of the highest rate allowed by applicable law or any other payment which may inadvertently be required by the Lender to be paid contrary to applicable law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Note, in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Note shall remain operative and in full force and effect.

15. Miscellaneous: The Borrower and all endorsers, sureties, and guarantors, if any, hereby waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound under this Note until the principal and interest are paid in full, notwithstanding any extensions of time for payment which may be granted even though the period or periods of extension be indefinite and notwithstanding any inaction by, or failure to assert any legal rights available to the holder of this Note. Borrower acknowledges that Lender may reproduce (by electronic means or otherwise) any of the documents evidencing and/or securing this Note and thereafter may destroy the original documents. Borrower does hereby agree that any document so reproduced shall be the binding obligation of Borrower enforceable and admissible in evidence against it to the same extent as if the original documents had not been destroyed. This Note may be assigned by Lender with or without recourse.

16. WAIVER OF JURY TRIAL. BORROWER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS PROMISSORY NOTE.

If BORROWER shall at any time default in making any payment of principal or interest on the Note, BORROWER agrees that it will, to the full extent permitted by law, pay to the holder of the Note, an amount equal to the reasonable costs and expenses of collection or enforcement incurred by such holder in such collection (including attorney's fees).

IN WITNESS WHEREOF, this Promissory Note has been executed under seal the day and year first above written.

THE DORCHESTER, LLC

a South Carolina Limited Liability Company

By: _____

Its: _____

Remainder of Page Intentionally Left Blank

[Additional Terms on Following Page]

GUARANTEE OF PROMISSORY NOTE

In consideration of the sum of three million seven hundred fifty thousand and 00/100 Dollars ($3,750,00.00) paid in hand, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the extension of credit to The Dorchester, LLC, a South Carolina Limited Liability Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby jointly and severally, absolutely and unconditionally, guarantee to Lender, its successors, personal representatives, legal representatives, and assigns, the due and punctual payment of the principal and interest due on the Promissory Note owed by The Dorchester, LLC, a South Carolina Limited Liability Company, of even date and any penalties for late payment with a personal guarantee by Arthur H. Applegate; subject, however, to the following limitations:

1. This guarantee shall be effective and in force and effect only for the period of time beginning with the first disbursement of funds under the Promissory Note/Loan Agreement to the Borrower thereunder, and shall terminate in full upon completion of construction of the Hotel, the Parking Garage, and the Conference Center (as defined in the PPPA).

2. The obligation of the guarantor hereunder is junior and subordinate to the obligations of the guarantor to the Construction Lender and the Equity Investors (as defined in the PPPA), which obligations shall be, and shall remain, prior and superior to the obligation of the guarantor hereunder.

Further, the undersigned does hereby, jointly and severally, unconditionally guarantee payment of all expenses (including attorney's fees) incurred in the enforcement of this guarantee. The undersigned hereby waive presentment, demand, notice of dishonor, notice of default, protest and all other notices whatsoever. The undersigned hereby waive notice of acceptance and this guarantee binds the undersigned, their heirs, personal representatives, legal representatives, and assigns. This guarantee shall inure to the benefit of Lender, its successors, personal representatives, legal representatives, and assigns.

This guarantee shall be governed by, construed and controlled under the laws of the State of South Carolina, without regard to any conflict of laws.

WAIVER OF JURY TRIAL. THE UNDERSIGNED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS GUARANTEE OF PROMISSORY NOTE.

IN WITNESS WHEREOF, the undersigned have executed and sealed this Guarantee of Promissory Note on this ____the day of _____, 2014.

Witnesses:_____

_____

Arthur H. Applegate

Exhibit E

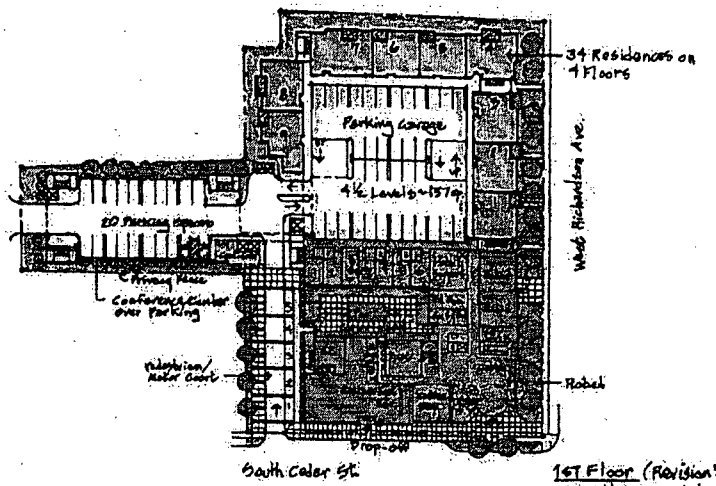
The Dorchester

Estimated Public Improvements Budget

Construction Cost	$	4,391,324
Soft Cost	$	808,676
Total Project Cost	$	5,200,000
Construction Costs		
Vertical Construction	$	3,503,266
Land Improvements	$	375,660
Contractor Liability/Builders Risk	$	41,740
Bond Premium	$	41,740
General Requirements	$	166,960
Builder's General Overhead	$	62,610
Furniture, Fixtures, Equipment	$	199,348
Total Construction Cost	$	4,391,324
Soft Cost:		
Architect/Structural Engineer	$	229,043
Interior Design Services	$	30,000
Civil Engineering	$	65,500
Surveying (Topo, Boundary, Tree, UTL Locations, etc)	$	8,395
Geo Tech	$	6,600
Consultants (Traffic)	$	7,500
Environmental (Phase I)	$	2,200
Organizational/Legal Costs	$	25,000
Construction Management/Inspection Fees	$	52,000
Development Fee	$	260,000
Operating Deficiency Reserve	$	60,000
General Contingency	$	62,438
Total Soft Costs	$	808,676
Total Project Cost	$	5,200,000

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-1



1ST Floor (Revision 3)
Copyright 2015 12/3/15

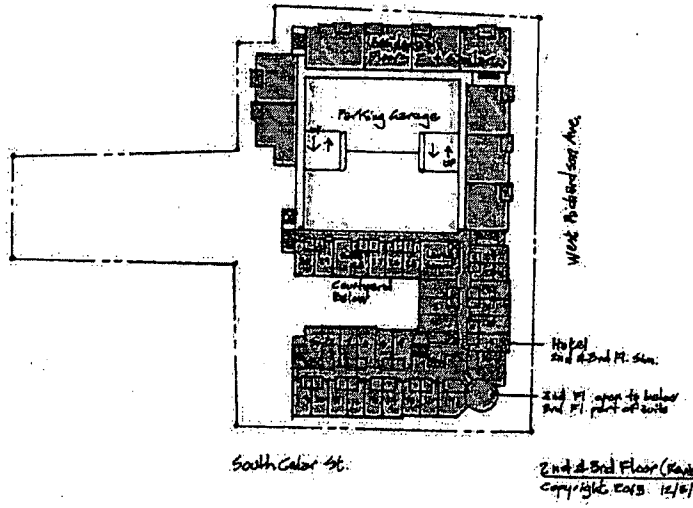
Goff•D'Antonio Associates

The Dorchester/ Mixed Use

0' 25' 50' 100'
1" = 50'-0"

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-2



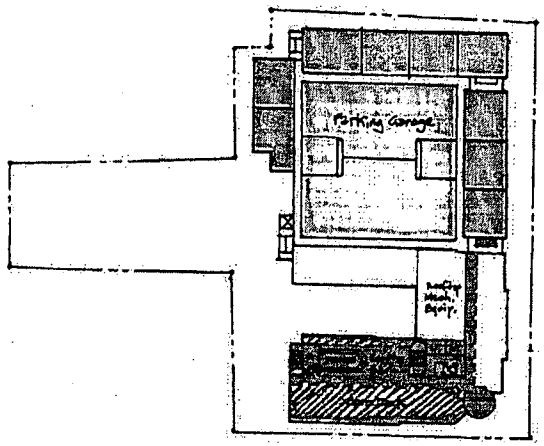
Goff•D'Antonio Associates

The Dorchester/ Mixed Use

0' 25' 50' 100'
1" = 50'-0"

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-3



4th Floor (Revised)
Copyright 2015 12/8/15

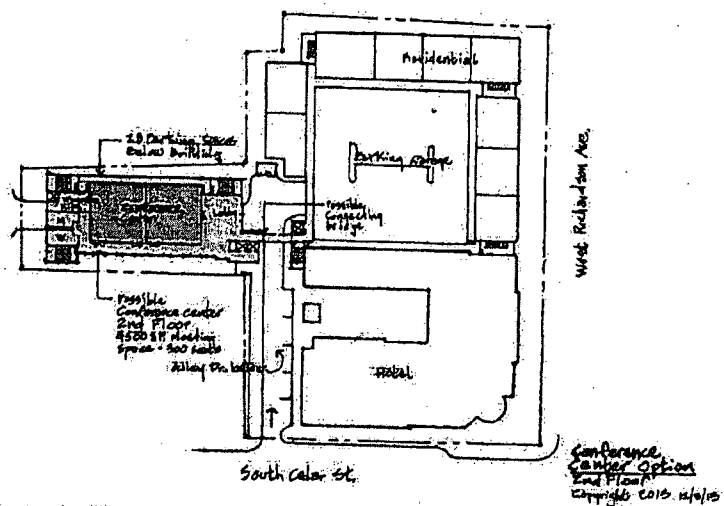
Goff•D'Antonio Associates

The Dorchester/ Mixed Use

0' 20' 60' 100'
1" = 60'-0"

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-4



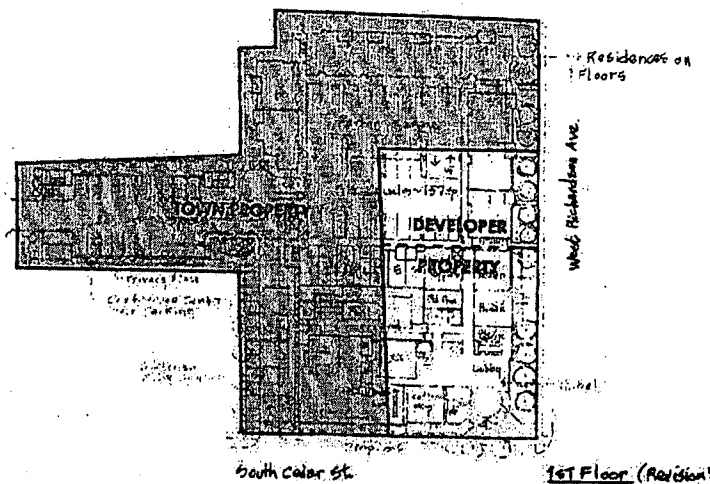
Goff•D'Antonio Associates

The Dorchester/ Mixed Use

0' 25' 50' 100'
1" = 50'-0"

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-5



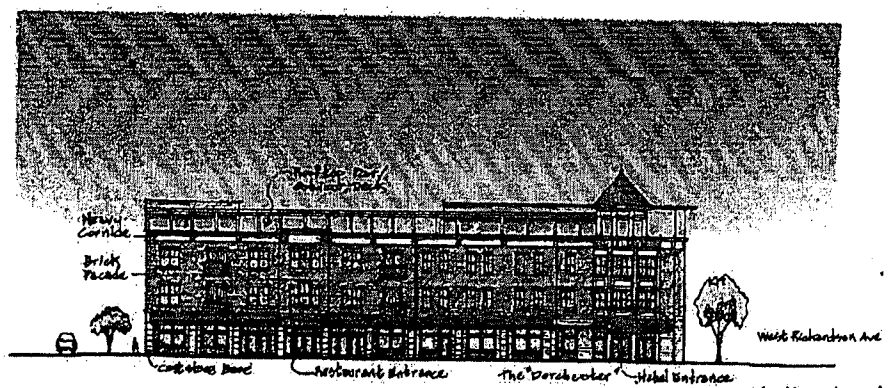
1ST Floor (Revision 5)
Copyright 2013 12/3/13

Goff•D'Antonio Associates

The Dorchester/ Mixed Use

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-6



Goff D'Antonio Associates

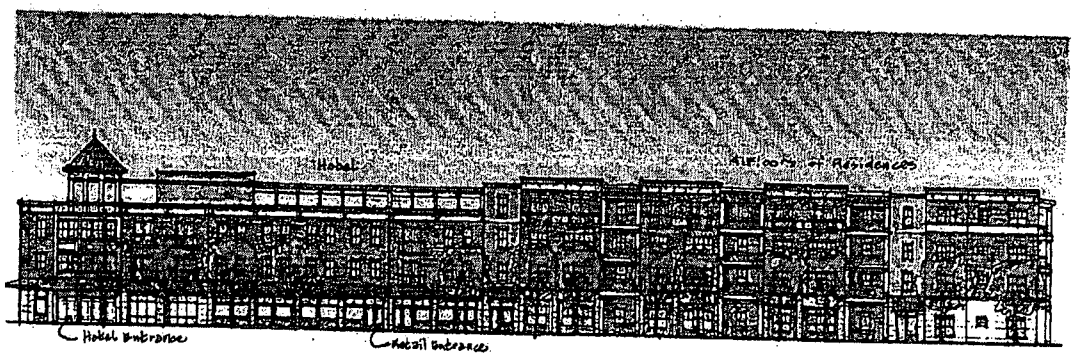
The Dorchester/ Mixed Use

0' 10' 20'
1" = 20'-0"

850

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-7



West Richardson Ave
Elevation
Copyright 2013 12/3/13

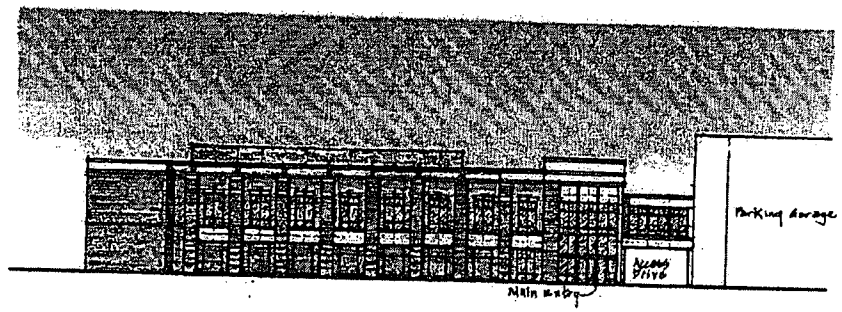
Goff•D'Antonio Associates

The Dorchester/ Mixed Use

0 10' 20'
1" = 20'-0"

APPLEGATE & CO.
COMMERCIAL REAL ESTATE

Exhibit F-8



Coff+D'Antonio Associates

The Dorchester/ Mixed Use

0' 10' 20'
1" = 20'-0"

Town of Summerville

Department of Planning & Development
200 S. Main St.
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: The Dorchester - mixed use development to include conference center, ±187 space parking deck, ±61 room hotel, ±36 condominiums, and demolition of existing structures

PROJECT/OWNER NAME: Applegate & Co. and Town of Summerville

PROJECT'S COMPLETE ADDRESS: 200, 206, & 210 West Richardson Ave. and 208 South Cedar St.

Primary Contact's Name: Arthur Applegate Firm: Applegate & Co. Phone: 843-577-3900

The Board of Architectural Review will meet at 6:00 p.m. on September 8, 2014

I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of Owner/Developer (Applegate & Co.)

William C Collins
Owner / Representative (Town of Summerville)

Approved as Submitted _____
Approved as Noted _____
Disapproved _____

_____
Signed by Chairman of the B.A.R. and Date

Town of Summerville

Department of Planning & Development
104 Civic Center
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and folded no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: The demolition of the existing structure located at the parcel of property located at the corner of South Cedar Street and West Richardson Ave. in conjunction with the multi-use development known as The Dorchester planned by Applegate & CO. Demolition is conditional on final approval of the development by the BAR and closing of the contract to purchase the property.

PROJECT/OWNER NAME: Faith Partnership

PROJECT'S COMPLETE ADDRESS: 200 West Richardson Ave., TMS 137-07-04-004

Primary Contact's Name: Laura Jones, Faith Partnership, Authorized partner.
Phone: 843 729-6773

The Board of Architectural Review will meet at 6:00 p.m. on October 6, 2014
I have read and understand the instructions accompanying this application form. I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted _____
Disapproved _____

Signed by Chairman of the B.A.R. and Date

Town of Summerville

Department of Planning & Development

BOARD OF ARCHITECTURAL REVIEW SIGN IN SHEET – 3 MINUTE LIMIT

Name	Address
RUDD SMITH	201 S. HICKORY ST, S'VILLE
JOYCE DELK	209 ESSEX DR. S'VILLE
MARY Becker	107 E. Johnston St S'ville
Robert Klinger	107 E Johnston St Summerville
Christine Czarnik	406 S. Gum St Summerville
Anne Gaither	213 W 2nd S St S'ville.
DAVID COMER	708 W RICHARDSON AVE S'VILLE
Mary Comer	" " " "
Bob Simpson	317 Sumter Ave S'ville
PETER GOLDMAN	313 S. MAGNOLIA S'VILLE
Adriaan Kwist	104 Reynolds Rd. S'ville
Faye Croft	1596 Longridge Rd. NC 214 W. Richardson
Linda Shelbourne	204 South Palmetto, 29483
Diane Frankenhuis	310 Central Ave 29483
Ed Harshaw	208 S. Pine St
Heywood Hutson	215 Golf Rd S'ville 29483
Rodd Zwinfort	S Cedar

want to speak last →

10/6/2014

Town of Summerville

Department of Planning & Development
104 Civic Center
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and folded no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: The demolition of the existing structures located on the parcel of property located at 206 and 208 West Richardson Ave. in conjunction with the multi-use development known as The Dorchester planned by Applegate & CO. Demolition is conditional on final approval of the development by the BAR and closing of the contract to purchase the property.

PROJECT/OWNER NAME: Gayle F. E. Cates Revocable Trust

PROJECT'S COMPLETE ADDRESS: 206 and 208 West Richardson Ave., TMS 137-07-04-003

Primary Contact: Jack Ellis, Gayle F. E. Cates Revocable Trust, Authorized Trustee
Phone: 843 821-0327

The Board of Architectural Review will meet at 6:00 p.m. on October 6, 2014
I have read and understand the instructions accompanying this application form. I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted _____
Disapproved _____

Town of Summerville

Department of Planning & Development
104 Civic Center
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and folded no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: The demolition of the existing structure located at the parcel of property located at 213 W. 2nd Street South in conjunction with the multi-use development known as The Dorchester planned by Applegate & CO. Demolition is conditional on final approval of the development by the BAR and closing of the contract to purchase the property.

PROJECT/OWNER NAME: Anne Gaither

PROJECT'S COMPLETE ADDRESS: 213 W. 2nd Street South, Summerville, SC TMS 137-07-04-007

Primary Contact's Name: Marc Hehn, (843) 693-4392 (agent)

The Board of Architectural Review will meet at 6:00 p.m. on October 6, 2014
I have read and understand the instructions accompanying this application form. I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Anne W. Gaither
Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted _____
Disapproved _____

_____
Signed by Chairman of the B.A.R. and Date

Town of Summerville

Department of Planning & Development
200 S. Main St.
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: The Dorchester - mixed use development to include conference center, +/- 166 space parking deck, +/- 61 room hotel, +/- 27 condominiums, and demolition of existing structures

PROJECT/OWNER NAME: Applegate & Co. and Town of Summerville

PROJECT'S COMPLETE ADDRESS: 200, 206, & 210 West Richardson Ave., ~~259~~ 213 W 2nd St., & 208 South Cedar St.

Primary Contact's Name Arthur Applegate Firm Applegate & Co. Phone 843-577-3900

The Board of Architectural Review will meet at 6:00 p.m. on January 5, 2015

I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted _____ conceptual & Preliminary only
Disapproved _____

Signed by Chairman of the B.A.R. and Date PE, CFM 5 Jan 2015

Town of Summerville

Department of Planning & Development
104 Civic Center
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and folded no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: THE DORCHESTER - MIXED-USE DEVELOPMENT TO INCLUDE CONFERENCE CENTER, ±157 SPACE PARKING DECK, ± 66 ROOM HOTEL, 27 CONDOMINIUM UNITS AND DEMOLITION OF EXISTING STRUCTURES

PROJECT/OWNER NAME: TOWN OF SUMMERVILLE & APPLEGATE & CO

PROJECT'S COMPLETE ADDRESS: 200, 206, 208 & 210 W. RICHARDSON AVE., 213 & 213 ~~W~~ W. 2ND SOUTH ST. & 208 S. CEDAR ST.

Primary Contact's Name ARTHUR APPLEGATE Firm APPLEGATE & CO. Phone (843) 577-3900

The Board of Architectural Review will meet at 6:00 p.m. on JANUARY 5, 2015

I have read and understand the instructions accompanying this application form. I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted ✓
Disapproved _____

PEC FOR

Signed by Chairman of the B.A.R. and Date 1/5/2015

Town of Summerville

Department of Planning & Development
200 S. Main St.
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: THE DORCHESTER MIXED-USE DEVELOPMENT - APPLICANT REQUESTS FINAL APPROVAL FOR DEMOLITION OF STRUCTURES LOCATED ON PARCELS BELOW AND AS SHOWN ON THE ATTACHED PLAN.

PROJECT/OWNER NAME: TOWN OF SUMMERVILLE & APPLEGATE & Co.

PROJECT'S COMPLETE ADDRESS: 200, 206, 208 & 210 W. RICHARDSON AVE. 213 W. 2ND STREET SOUTH & 208 S. CEDAR ST.

Primary Contact's Name ARTHUR APPLEGATE Firm APPLEGATE & Co. Phone (843) 577-3900

THE APPLICANT CERTIFIES THAT HE REPRESENTS ALL PROPERTY OWNERS.

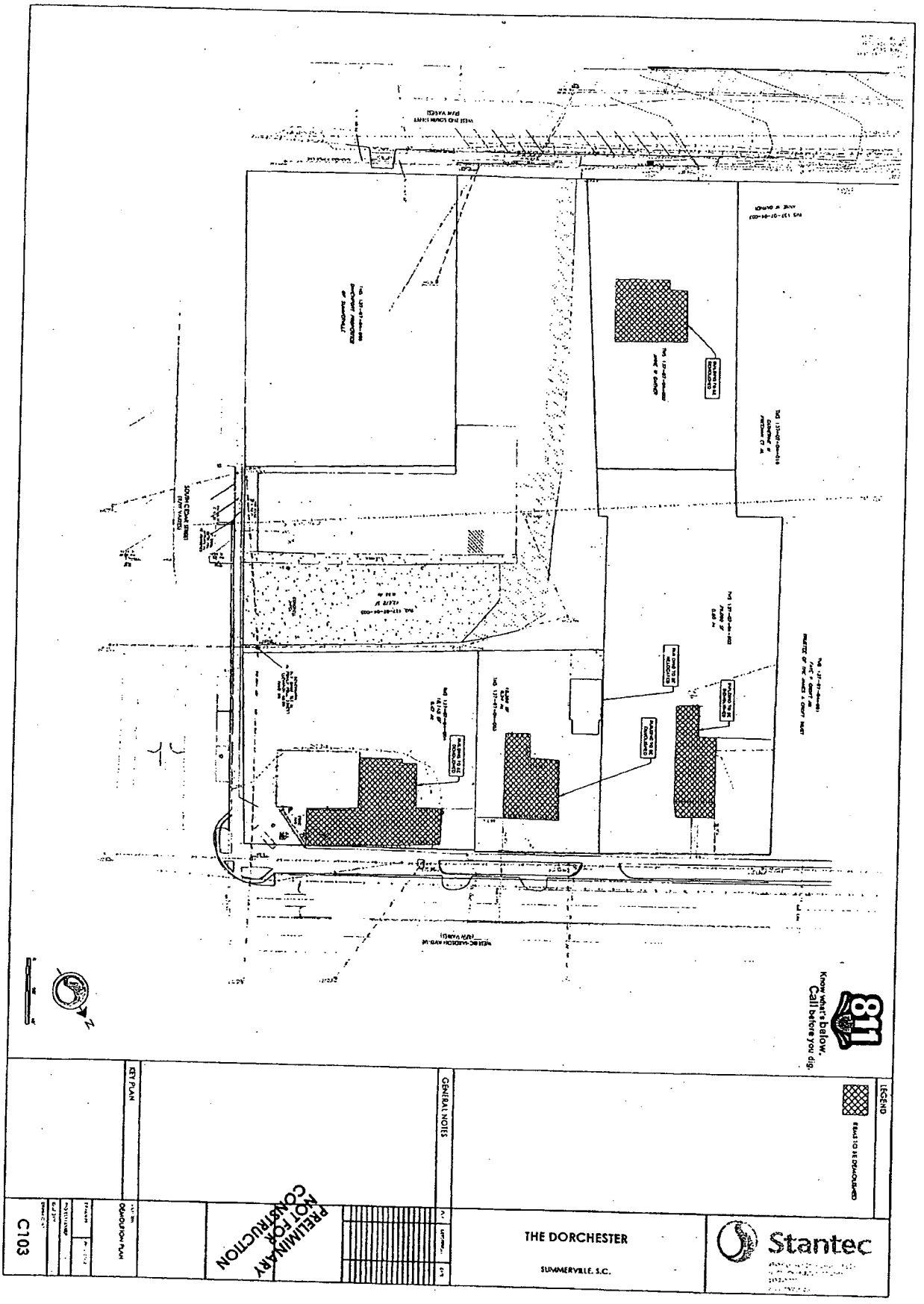
The Board of Architectural Review will meet at 6:00 p.m. on MONDAY JANUARY 12, 2015

I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted ✓ (Conceptual & Preliminary Approval only)
Disapproved _____

Signed by Chairman of the B.A.R. and Date PE, CEM 1/12/2015


Know what's below.
Call before you dig.
811
LEGEND
GENERAL NOTES
KEY PLAN
DEMOLITION PLAN
C103
PRELIMINARY
NOT FOR
CONSTRUCTION
THE DORCHESTER
SUMMERVILLE, S.C.
Stantec

Town of Summerville

Department of Planning & Development
104 Civic Center
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and folded no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: Seeking Final BAR approval for The Dorchester, a mixed-use development consisting of a three story, 66 room hotel with first floor restaurant & retail, and rooftop bar; three story, 27 unit residential building; 10,500 SF one story convention center; 166 car parking garage.

PROJECT/OWNER NAME: The Dorchester; Arthur Applegate, Applegate & Co.

PROJECT'S COMPLETE ADDRESS: 200, 206, 201 W. Richardson Ave.; 208 S. Cedar St.; 213 W. 2nd S. St.

Primary Contact's Name: Hank D'Antonio Firm: Goff D'Antonio Associates Phone: 843-577-2163

The Board of Architectural Review will meet at 6:00 p.m. on April 6, 2015

I have read and understand the instructions accompanying this application form. I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

Signature of owner/developer Hank D'Antonio Architect - Owner Rep.

Approved as Submitted _____
Approved as Noted ✓ conditions (final approval)
Disapproved _____

[signature] PE, CFM
Signed by Chairman of the B.A.R. and Date 4/6/2015

Town of Summerville

Department of Planning & Development
104 Civic Center
Summerville, SC 29483

BOARD OF ARCHITECTURAL REVIEW APPLICATION

REQUIREMENTS: This application and eight (8) sets of plans (site, landscape, and elevation drawings), must be submitted to the Department of Planning and Development at least 10 days prior to the Board of Architectural Review meeting. **All sets of plans must be collated and folded no larger than 11 x 17".** Applicants or a representative must be present for an item to be heard.

PROJECT DESCRIPTION: Seeking full final BAR approval for The Dorchester mixed use project (preliminary approval for demolition given January 12, 2015 and conditional final approval including demolition and new construction given April 6, 2015; with outstanding details to be submitted as included with this application).

PROJECT/OWNER NAME: The Dorchester; Arthur Applegate; Applegate & Co.

PROJECT'S COMPLETE ADDRESS: 200, 206, 210 W. Richardson Ave.; 208 S. Cedar St.; 213 W. 2nd S. St.

Primary Contact's Name: Arthur Applegate Firm: Applegate & Co. Phone: 843-577-3900

The Board of Architectural Review will meet at 6:00 p.m. on May 11, 2015

I have read and understand the instructions accompanying this application form. I certify that all information required is included and the application is complete. If an application is found to be incomplete, the primary contact will be notified and the application will be removed from the agenda. I also understand that any changes made to the drawings approved by the Board of Architectural Review must be resubmitted for approval of any change or alteration. A Certificate of Occupancy will not be issued if the building and/or site and landscaping differ from the approved plans.

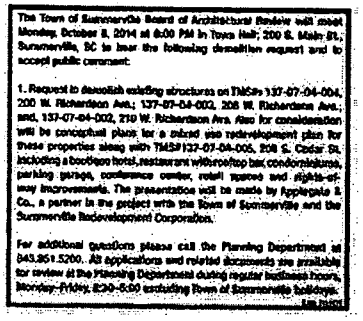
Signature of Owner/Developer

Approved as Submitted _____
Approved as Noted _____
Disapproved _____

_____
Signed by Chairman of the B.A.R. and Date

EVENING POST INDUSTRIES XpanceNET

SUMMARY FOR AD: 1217670



The Town of Summerville Board of Architectural Review will meet Monday, October 6, 2014 at 6:00 PM in Town Hall; 200 S. Main St.; Summerville, SC to hear the following demolition request and to accept public comment:

1. Request to demolish existing structures on TMS#s 137-07-04-004, 200 W. Richardson Ave.; 137-07-04-003, 208 W. Richardson Ave.; and, 137-07-04-002, 210 W. Richardson Ave. Also for consideration will be conceptual plans for a mixed use redevelopment plan for these properties along with TMS# 137-07-04-005, 208 S. Cedar St. including a boutique hotel, restaurant with rooftop bar, condominiums, parking garage, conference center, retail spaces and rights-of-way improvements. The presentation will be made by Applegate 2 Co., a partner in the project with the Town of Summerville and the Summerville Redevelopment Corporation.

For additional questions please call the Planning Department at 843.851.5200. All applications and related documents are available for review at the Planning Department during regular business hours, Monday-Friday, 8:30-5:00 excluding Town of Summerville holidays.

Proof Ad
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Download PDF
View Ad Instructions

Ad Number	1217670
Advertiser Name	Town Of Summerville - 114650
Ad Description	Public Notice
Ad Status	Proof - External
Sales Rep	2 SJ08 Washington, Alvenus
Sales Assist	GA McCarty, Shannon
Size	2 x 3" - (3.458" x 3")
Color	Black and White
Proof Type	AE AND CU SIMULTANEOUS
Pickup Number	
Ad Start	Fri, Sep 19, 2014
Ad End	Fri, Sep 19, 2014
Ad Message	-
Reply By	Wed, Sep 17, 2014 - 5:00 PM

10:39:20 a.m. 01-14-2015 1/1

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O CHRISTMAS TREE

The Town of Summerville Board of Architectural Review will meet Monday, January 5, 2015 at 6:00 PM in Town Hall, 200 S. Main St., Summerville, SC to hear the following demolition request for existing buildings and to accept public comment.

1. Request to demolish existing structures on TMS#s 137-07-04-004, 200 W. Richardson Ave.; 137-07-04-003, 206 W. Richardson Ave.; and, 137-07-04-002, 210 W. Richardson Ave.; TMS#137-07-04-005, 208 S. Cedar St.; and, recently added TMS#137-07-04-007, 213 W. 2nd South St. Also for consideration will be conceptual and preliminary plans for a mixed use redevelopment plan for these properties including a boutique hotel, restaurant with rooftop bar, condominiums, parking garage, conference center, retail spaces and rights-of-way improvements. The presentation will be made by Applegate & Co., a partner in the project with the Town of Summerville and the Summerville Redevelopment Corporation.

For additional questions, please call the Planning Department at 843.851.4200. All applications and related documents are available for review at the Planning Department during regular business hours, Monday–Friday, 8:30–5:00 excluding Town of Summerville holidays.

BJ08-1681044

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• Twin Set $99 • Full Set $149	• Twin Set $149 • Full Set $199 • King Set $349	• Twin Set $299 • Full Set $389 • King Set $599	• Twin Set $449 • Full Set $589 • King Set $849	• Twin Set $549 • Full Set $639 • King Set $949

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Queen Set $269	Queen Set $299	Queen Set $449	Queen Set $649	
• Twin Set $199 • Full Set $259	• Twin Set $249 • Full Set $289 • King Set $449	• Twin Set $399 • Full Set $459 • King Set $749	• Twin Set $549 • Full Set $639 • King Set $949	

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SJ07-12647706

Take a proactive approach to holiday treats for kids

mates in the Fort Dorchester athletic office, where he officially committed to joining the Crusaders.

"I really like the college," McManus said. "I like their coach, their (tennis) program and the

In USTA tennis, McManus is a three-star player with multiple tournament wins under his belt and is ranked in the Top 20 for his division in South Carolina.

McManus plans to major in finance or accounting.



Roger Lee/Journal Scene

Senior captain Matt Hardin (r) scored two goals against Ashley Ridge Tuesday.

practice and I think things are shaping up for us."

Fort Dorchester coach Chris Jones is hoping his team continues to jell.

"I like to be the team that starts clicking towards the end of the season," Jones said. "We got kind of a slow start in training, but as a coaching staff we finally figured out what we needed to work on

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Afterschool programs

The Town of Summerville Board of Architectural Review will meet May 11, 2015 at 6:00 PM in Town Hall; 200 S. Main St., Summerville, SC to hear the final approval request for demolition of all existing structures as notated below and to accept public comment per §32-176 and 32-182 of the Town Municipal Code:

1. Request for full final approval for demolition of all structures including aesthetic approval for a mixed use redevelopment plan including demolition of all structures for a boutique hotel, restaurant, rooftop bar, condominiums, parking garage, conference center, retail spaces and rights-of-way improvements for the following properties: TMS#s 137-07-04-004, 200 W. Richardson Ave.; 137-07-04-003, 206 W. Richardson Ave.; 137-07-04-002, 210 W. Richardson Ave.; TMS#137-07-04-005, 208 S. Cedar St.; and, TMS# 137-07-04-007, 213 W. 2nd South St.

For additional questions please call the Planning Department at 843.851.5200. All applications and related documents are available for review at the Planning Department during regular business hours, Monday–Friday, 8:30–5:00 excluding Town of Summerville holidays.

8J08-1314600

Education & Testing Solutions, LLC

Nancy L. Bell, Ph.D.
Owner/Director

1114 Orangeburg Rd.
Summerville, SC 29483
(843) 810-9202

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www.educationandtestingsolutions.com

8J07-1312299

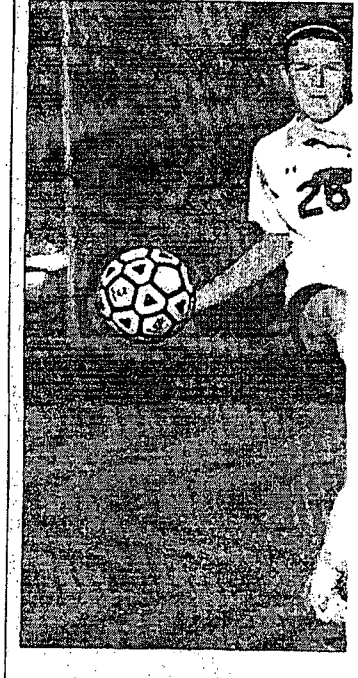
POP'S TOP SHOP & UPHOLSTERY

Jesse Sez..

Suprise mom this Mother's Day with a SUNROOF!



LADY G
WAVE F



Lady Green Wave captain Morgan Ve Tuesday. The Summerville Girls defe prove to 9-4-1 on the season.

998

5 TS 4/24/15

Ad 5.11.15 demolition but no statement saying people could speak

The Town of Summerville Board of Architectural Review wil meet May 11, 2015 at 6:00 PM in Town Hall; 200 S. Main St. Summerville, SC to hear the final approval request for demolitior of all existing structures as notated below and to accept public comment per §32-176 and 32-182 of the Town Municipal Code.

1. Request for full final approval for demolition of all structures including aesthetic approval for a mixed use redevelopment plan including demolition of all structures for a boutique hotel, restaurant, rooftop bar, condominiums, parking garage, conference center, retail spaces and rights-of-way improvements for the following properties: TMS#s 137-07-04-004, 200 W. Richardson Ave.; 137-07-04-003, 206 W. Richardson Ave.; 137-07-04-002, 210 W. Richardson Ave.; TMS#137-07-04-005, 208 S. Cedar St.; and, TMS# 137-07-04-007, 213 W. 2nd South St.

For additional questions please call the Planning Department at 843.851.5200. All applications and related documents are available for review at the Planning Department during regular business hours, Monday–Friday, 8:30–5:00 excluding Town of Summerville holidays.

SJ08-1314800



FREE HOUSES IN SUMMERVILLE!!!

The developer of Summerville's "The Dorchester" mixed-use development is offering 2 beautiful historic houses for free!

These charming homes need to be relocated off the property and are therefore being given away free of charge. The costs of moving the homes would be the responsibility of the Party who accepts this offer. The party who accepts the offer must also provide proof that the destination location is acceptable to the local zoning and building code jurisdiction.

One house is located at 206 W. Richardson Ave. in Summerville and is currently serving as a condominium sales office for the Developer. The interior of this historic house can be inspected Tuesday through Saturday from 10-6 by appointment. The second house is located at 213 S. 2nd Street South in Summerville and can also be viewed by appointment.

Anyone having interest in either house or both can contact Bennett Williams at Applegate & CO. at (843) 577-3900

William C. Collins, Mayor

Council Members:
Terry Jenkins, Mayor Pro Tem
Walter Bailey
Aaron Brown
William McIntosh
Kima Garten-Schmidt
Bob Jackson



Town Clerk and Treasurer
Lisa L. Wallace

Town Attorney
G. W. Parker

Town of Summerville

September 29, 2014

RE: 208 S. Cedar Street, 200, 206 and 210 W. Richardson Avenue
Applicant: Goff D'Antonio Architects

This courtesy notice is to inform you that Goff D'Antonio Architects representing Applegate & Company and the Town of Summerville will be coming before the Board of Architectural Review to request conceptual approval to build a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage. This project will require demolition of the existing structures on the subject addresses. The BAR Meeting is scheduled for October 6th at 6:00 PM. Drawings are available at the Town Hall Planning Department, the Town's website at www.summerville.sc.us or you are welcome to attend the October 6th meeting.

If you have any questions, please do not hesitate to give me a call at 851-4214.

Sincerely,

Lucy Dreyer
Planning Department

200 South Main Street, Summerville, SC 29483-6000 * 843.871.6000, Fax: 843.871.6954
www.summerville.sc.us

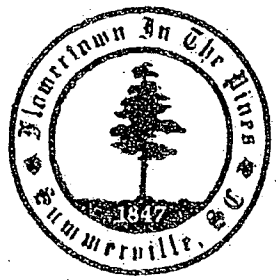
FOR THE DORCHESTER - DOWNTOWN HOTEL

Surrounding prop owners.
letter sent

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Town of Summerville

September 29, 2014

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Applicant: Goff D'Antonio Architects

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Sincerely,

Lucy Dreyer
Planning Department

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www.summerville.sc.us

FOR THE DORCHESTER - DOWNTOWN HOTEL

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Kima Garten-Schmidt
Bob Jackson

Town of Summerville

Town Clerk and Treasurer
Lisa L. Wallace

Town Attorney
G. W. Parker

October 27, 2014

RE: 208 S. Cedar Street, 200, 206 and 210 W. Richardson Avenue
Applicant: Goff D'Antonio Architects

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If you have any questions, please do not hesitate to give me a call at 851-4214.

Sincerely,

Lucy Dreyer
Planning Department

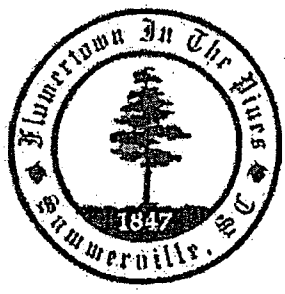
200 South Main Street, Summerville, SC 29483-6000 * 843.871.6000, Fax: 843.871.6954
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FOR THE DORCHESTER - DOWNTOWN HOTEL surround prop owners - letter sent.

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Town Attorney
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Town of Summerville

December 29, 2014

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Applicant: Goff D'Antonio Architects

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If you have any questions, please do not hesitate to give me a call at 851-4214.

Sincerely,

Lucy Dreyer
Planning Department

FOR THE DORCHESTER - DOWNTOWN HOTEL

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Town of Summerville

March 30, 2015

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Planning Department

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137-07-04-001	CROFT FAYE P AS TRUSTEE OF CROFT TRUST	1596 LONGRIDGE RD	MONCKS CORNER	SC	29461	W RICHARDSON AVE 214
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137-07-04-007	GAITHER ANNE W	213 W 2ND SOUTH ST	SUMMERVILLE	SC	29483	W 2ND SOUTH ST 213
137-07-04-010	FREEMAN CATHERINE W ET AL	215 W 2ND SOUTH ST	SUMMERVILLE	SC	29483	W 2ND SOUTH ST 215
137-07-07-020	COMMISSIONER OF PUBLIC WO	PO BOX 817	SUMMERVILLE	SC	29484	W RICHARDSON AVE 135
137-07-06-006	BUCK BETTY M & WILBUR P A	1041 CUMMINGS CIR	MOUNT PLEASANT	SC	29464	CENTRAL AVE 143
137-07-06-007	MICKALIS PROPERTIES LLC	627 W 2ND SOUTH ST	SUMMERVILLE	SC	29483	CENTRAL AVE 143
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137-07-05-008	COUCH JOHN N	111 DORCHESTER AVE	SUMMERVILLE	SC	29483	S CEDAR ST 217
137-07-05-007	SPEARMAN JAMES D & EMILY	206 CHAUSSEE BLVD	SUMMERVILLE	SC	29483	S CEDAR ST 219
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137-07-02-004	BOSWELL THAYER A	PO BOX 117	SUMMERVILLE	SC	29484	S PINE ST
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William C. Collins, Mayor

Council Members:
Terry Jenkins, Mayor Pro Tem
Walter Bailey
Aaron Brown
William McIntosh
Kima Garten-Schmidt
Bob Jackson

Town of Summerville

Town Clerk and Treasurer
Lisa L. Wallace

Town Attorney
G. W. Parker

March 30, 2015

RE: 208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue
Applicant: Goff D'Antonio Architects

This courtesy notice is to inform you that Goff D'Antonio Architects representing Applegate & Company and the Town of Summerville will be coming before the Board of Architectural Review to request final approval to build a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage. The BAR Meeting is scheduled for April 6th at 6:00 PM. Application documents are available for review at the Town's Planning Department, the Town's website at www.summerville.sc.us or you are welcome to attend the April 6th meeting.

If you have any questions, please do not hesitate to give me a call at 851-4214.

Sincerely,

Lucy Dreyer
Planning Department

200 South Main Street, Summerville, SC 29483-6000 * 843.871.6000, Fax: 843.871.6954
www.summerville.sc.us

Summerville YMCA
140 S Cedar Street
Summerville, SC 29483

Faye Croft, Trustee
1596 Longridge Road
Moncks Corner, SC 29461

CPW
P O Box 817
Summerville, SC 29484

St. Luke Church
206 Central Avenue
Summerville, SC 29483

Angelica Gamble LLC
P O Box 772
Isle of Palms, SC 29451

James & Emily Spearman
206 Chaussee Blvd.
Summerville, SC 29483

PAS Partners LLC
210 Wexton Court
Summerville, SC 29485

Heyward Hutson
215 Golf Road
Summerville, SC 29483

RAVA C/o Richard Ayers
214 S Pine St. – Apt. A
Summerville, SC 29483

Catherine Freeman
215 W. 2nd South Street
Summerville, SC 29483

Betty & Wilbur Buck
1041 Cummings Circle
Mount Pleasant, SC 29464

Summerville ERA
1895 Bowens Island Rd.
Charleston, SC 29412

QMM LLC
136 W Richardson Avenue
Summerville, SC 29483

Central Avenue LLC
1567 Spinnaker Lane
Charleston, SC 29407

Thayer Boswell
P O Box 117
Summerville, SC 29484

Adell Bouchard
211 W Richardson Avenue
Summerville, SC 29483

Davenport Properties
210 S Cedar Street
Summerville, SC 29483

Anne Gaither
213 W. 2nd South Street
Summerville, SC 29483

Mickalis Properties LLC
627 W 2nd South Street
Summerville, SC 29483

Seymour Lynch Revocable
1567 Spinnaker Lane
Charleston, SC 29407

John Couch
111 Dorchester Avenue
Summerville, SC 29483

Jasmar & Assoc LLC
P O Box 3260
Summerville, SC 29484

Charles Harshaw
P O Box 2544
Summerville, SC 29484

William C. Collins, Mayor

Council Members:
Terry Jenkins, Mayor Pro Tem
Walter Bailey
Aaron Brown
William McIntosh
Kima Garten-Schmidt
Bob Jackson

Town of Summerville

Town Clerk and Treasurer
Lisa L. Wallace

Town Attorney
G. W. Parker

April 23, 2015

RE: 208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue
Applicant: Goff D'Antonio Architects

This courtesy notice is to inform you that Goff D'Antonio Architects representing Applegate & Company and the Town of Summerville will be coming before the Board of Architectural Review to request full final approval for demolition of all existing structures and construction of a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage. The BAR Meeting is scheduled for May 11th at 6:00 PM. Application documents are available for review at the Town's Planning Department, the Town's website at www.summerville.sc.us or you are welcome to attend the May 11th meeting.

If you have any questions, please do not hesitate to give me a call at 851-4214.

Sincerely,

Lucy Dreyer
Planning Department

200 South Main Street, Summerville, SC 29483-6000 * 843.871.6000, Fax: 843.871.6954
www.summerville.sc.us

FOR THE DORCHESTER - DOWNTOWN HOTEL

surrounding prop owners.
letter sent

TMS	NAME	ADDRESS	CITY	STATE	ZIPS	PROPERTY_LOCATION
137-07-03-005	SUMMERVILLE FAMILY YMCA	140 S CEDAR ST	SUMMERVILLE	SC	29483	S CEDAR ST 140
137-06-10-006	RAVA LLC C/O RICHARD C AYERS	214 S PINE ST APT A	SUMMERVILLE	SC	29483	S LAUREL ST
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request Peter Gorman 313 S. Magnolia Sumvle SC 29483

FOR THE DORCHESTER - DOWNTOWN HOTEL surrounding prop owners - letter sent.

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TOWN OF SUMMERVILLE
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Annex Building 3rd Floor Council Chambers
October 6, 2014 6 P.M.

Approval of September 8, 2014 minutes.

APPLICANTS –

OLD BUSINESS:

NEW BUSINESS:

1. **603 S. Main Street** – Carport Cover (R-1)
   Metal carport cover to be placed on an existing slab.

2. **513 W. Carolina Avenue** – Replace metal roof and raise new roof to allow for useable living space. (R-1)

3. **803 S. Main Street** – Replace existing front steps with new brick steps and handrail pickets. Concrete walkway to be replaced with brick pavers. (R-1)

4. **208 S. Cedar Street, 200, 206 and 210 W. Richardson Avenue** – Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage. (B-3)

ADJOURN:

TOWN OF SUMMERVILLE
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Annex Building 3rd Floor Council Chambers
November 3, 2014 6 P.M.

Approval of October 6, 2014 minutes.

APPLICANTS –

OLD BUSINESS:

1. **208 S. Cedar Street, 200, 206 and 210 W. Richardson Avenue – Conceptual** Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage (B-3)

NEW BUSINESS:

1. **108 Congress Street** – Screened Porch Addition (R-1)
2. **205 S. Hickory Street** – Renovations and Addition (R-1)

ADJOURN:

Town of Summerville

Department of Planning & Development

BOARD OF ARCHITECTURAL REVIEW SIGN IN SHEET – 3 MINUTE LIMIT

Name	Address
requested to be last → ELAINE SEGELKEN	555 SIMMONS AVE
Christine Czarnik	406 S. Gum St
Nathan Rice	206 Central Ave
William A. Harbeson	403 West 3rd South Street
DAVE COMER	708 W. RICHARDSON AVE.
JOYCE DELK	208 ESSEX DR
PETER GORMAN	313 S. MAGNOLIA
Heyward Hutson	215 Golf Rd
Adrian Kwait	

11/3/2014

TOWN OF SUMMERVILLE
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Annex Building 2nd Floor Training Room
January 5, 2015 6 P.M.

Approval of December 1, 2014 minutes.

APPLICANTS (ALL APPLICANTS ARE ENCOURAGED TO PRESENT THEIR REQUEST)

OLD BUSINESS:

1. **100 Central Avenue** – Outdoor dining area (B-3)

2. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue** – Demo of existing buildings and conceptual/preliminary approval of a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage. (B-3)

NEW BUSINESS:

1. **134 Gadsden Street** – Cottage moved to property (R-1)

2. **618 S. Laurel Street** – House addition and detached garage (R-1)

ADJOURN:

TOWN OF SUMMERVILLE – SPECIAL MEETING
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Council Chambers 3rd Floor
January 12, 2015 6 P.M.

APPLICANTS (ALL APPLICANTS ARE ENCOURAGED TO PRESENT THEIR REQUEST)

OLD BUSINESS:

1. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue** – Final approval for demo of existing buildings for a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage. (B-3)

ADJOURN:

TOWN OF SUMMERVILLE
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Annex Building 3rd Floor Town Council Chambers
April 6, 2015 6 P.M.

Approval of March 2, 2015 minutes.

APPLICANTS (ALL APPLICANTS ARE ENCOURAGED TO PRESENT THEIR REQUEST)

OLD BUSINESS:

1. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue** – Final approval for a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage (B-3)

2. **618 S. Laurel Street** – Revised site plan for previously approved garage (R-1)

NEW BUSINESS:

1. **603 W. Richardson Avenue** – Exterior renovations (R-1)

ADJOURN:

TOWN OF SUMMERVILLE – SPECIAL MEETING
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Council Chambers 3rd Floor
May 11, 2015 6 P.M.

APPLICANTS (ALL APPLICANTS ARE ENCOURAGED TO PRESENT THEIR REQUEST)

OLD BUSINESS:

1. Request for full final approval for demolition of all structures including aesthetic approval for a Mixed Use Development plan including demolition of all structures for a 65 room boutique hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage, retail spaces and rights-of-way improvements for the following properties: TMS #'s 137-07-04-004, 200 W. Richardson Ave.; 137-07-04-003, 206 W. Richardson Avenue; 137-07-04-002, 210 W. Richardson; 137-07-04-005, 208 S. Cedar Street; and 137-07-04-007, 213 W. 2nd South Street. (B-3)

ADJOURN:

TOWN OF SUMMERVILLE
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Annex Building 3rd Floor Town Council Chambers
April 6, 2015 6 P.M.

Approval of March 2, 2015 minutes.

APPLICANTS (ALL APPLICANTS ARE ENCOURAGED TO PRESENT THEIR REQUEST)

OLD BUSINESS:

1. 208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue – Final approval for a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar; 27 unit condos, conference center and 157 space parking garage (B-3)

2. 618 S. Laurel Street – Revised site plan for previously approved garage (R-1)

NEW BUSINESS:

1. 603 W. Richardson Avenue – Exterior renovations (R-1)

ADJOURN;

Town of Summerville

Department of Planning & Development
BOARD OF ARCHITECTURAL REVIEW SIGN IN SHEET

Name	Address
Adrian Kaiser	109 Reynolds Rd.
William A. Harkess	403 W. 2nd South
~~Josh Bourgeois~~	210 S. Cedar St.
Christine Czarnik	406 S. Gum St
Jayce Nick	208 Essex Ave.
Thom Harkess	403 W. 2nd South
Frank Frank Eastman	310 Carolina Blvd
Jamie Caccamise	616 S. Laurel St
Jamie Caccamise	616 S Laurel St

4/6/2015

TOWN OF SUMMERVILLE
BOARD OF ARCHITECTURAL REVIEW – AGENDA
Summerville Municipal Complex
Council Chambers 3rd Floor
June 1, 2015 6 P.M.

Approval of May 4th and May 11th, 2015 minutes.

APPLICANTS (ALL APPLICANTS ARE ENCOURAGED TO PRESENT THEIR REQUEST)

OLD BUSINESS:

1. n/a

NEW BUSINESS:

1. **100 S. Pine Street** – Monument Sign (B-1)
2. **719 W. Carolina Avenue** – Metal Roof (R-1)
3. **Appeal of BAR Decision of April 6, 2015** for 208 S. Cedar Street; 213 W 2nd South Street; and, 200, 206 and 210 W Richardson Avenue – final approval for a mixed use development consisting of a boutique hotel, restaurant with roof top bar, condominiums, a conference center and parking garage. (B-3 General Business) Notification by Board's Legal Counsel of Receipt of Appeal; Responsibilities of Board. (Executive Session to receive legal advice concerning receipt of Appeal and Responsibilities of Board in responding to Appeal.)

ADJOURN:

Plaintiff_ptw000732

STAFF REPORT

BAR Meeting
October 6, 2014

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: September 29, 2014

GENERAL INFORMATION

Applicant: Goff D'Antonio Architects

Property Owner: Applegate & Co. and the Town of Summerville

Requested Action: Demo and Conceptual Approval of Mixed Use Development

Existing Zoning: B-3, General Business

Location:

TMS #137-07-04-005	208 S. Cedar Street (empty lot)
TMS #137-07-04-004	200 W. Richardson #5
TMS #137-07-04-003	206 W Richardson #2 (front) & #4 (rear)
TMS #137-07-04-002	210 W Richardson #2

Existing Land Use: Commercial

Background and Analysis: Applicant is requesting conceptual approval to demo all structures listed above and replace with a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage. Surrounding property owners have been notified. Since this property falls within the Central Business area, setbacks, parking requirements and impervious surface calculations do not apply. This project meets zoning ordinance requirements.

Sec. 32-131. - B-3 general business.

(a) *Purpose.* The purpose of this B-3 district is to provide for general business and commercial areas designed to encourage the continuance and formation of a compatible and economically healthy environment.

(b) *Permitted uses.* A building or premises in the B-3 district may be used for the following purposes:

(1) All types of business and commercial activity related to retail sales, business and professional offices, financial institutions, gasoline filling stations and repair garages, personal service shops and limited wholesale activity.

(2) Restaurants, bars, limited amusement centers, liquor stores and party shops.

(3) Private clubs, walk-in theaters, assembly and concert halls.

(4) Commercial kennels and veterinary clinics.

(5) Any residential uses and uses allowed in B-1 or B-2 within the requirements of each district.

(c) *Accessory uses.* Accessory uses in the B-3 district are as follows: Uses on the same lot and customarily incidental to the permitted uses including, but not limited to, private garages or parking structures for vehicles, off-street parking and loading zones and storage facilities.

(d) *Area and yard requirements.* Area and yard requirements in the B-3 district are as follows:

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 50 feet.

(3) Front yard setback: 30 feet. Exceptions may occur for situations as approved by the town's commercial design review board when reviewing for approval the siting of a proposed new building such as on those properties considered a part of the town's commercial business district or within a town center planned development. In these instances, the board may approve the structure to be sited closer to the property line than 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(e) *Permitted uses.* These uses (subsections (e)(1)—(8); below) shall meet the conditions set forth in subsections (f)(1)—(5) below.

(1) New and or used car, truck and machinery sales and or repair.

(2) Funeral homes.

(3) Major amusement facilities including golf driving ranges, golf courses, roller skating rinks and swimming pools.

(4) Hotels and motels.

(5) Campgrounds and overnight trailer courts.

(6) Wholesale, warehouse and storage facilities including building materials and lumberyards.

(7) Drive-in theaters and restaurants.

(8) Transportation facilities including bus depots, trucking facilities and services that require the use of a fleet of vehicles.

(f) *Area and yard requirements.*

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 100 feet.

(3) Front yard setback: 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(g) *Signs.* Sign regulations for the B-3 district are found in article VI of this chapter.

(h) *Parking requirements.* Parking requirements for the B-3 district are found in article VII of this chapter.

(i) *Building design and site plan review.* Building design and site plan review for the B-3 district are as follows:

(1) Maximum building height: 55 feet. This maximum height limit may be waived on those parcels that meet the following conditions:

a. The parcel has at least 50 feet of frontage on a publicly maintained roadway; and

b. The parcel fronts on U.S. Hwy. 78, or is located north of U.S. Hwy. 78 as the town currently and continues to extend towards and beyond Interstate 26; and

c. The parcel is located within the block of U.S. Hwy. 78, and extends the width of the block to either West 4th North Street or East 4th North Street; and

d. Approval for other areas of town may be considered for overall height approval by the board of architectural review for the historic district or the commercial design review board for all other commercial areas of the town.

(2) Maximum impervious surface area: 80 percent.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0601, § 20-35, 6-1-2001; Ord. No. 08-0802, 9-10-2008; Ord. No. 11-1202, 1-11-2012)

Cross reference— Businesses, ch. 8.

STAFF REPORT

BAR Meeting
November 3, 2014

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: October 27, 2014

GENERAL INFORMATION

Applicant: Goff D'Antonio Architects

Property Owner: Applegate & Co. and the Town of Summerville

Requested Action: Demo and Conceptual Approval of Mixed Use Development

Existing Zoning: B-3, General Business

Location:

TMS #137-07-04-005	208 S. Cedar Street (empty lot)
TMS #137-07-04-004	200 W. Richardson #5
TMS #137-07-04-003	206 W Richardson #2 (front) & #4 (rear)
TMS #137-07-04-002	210 W Richardson #2

Existing Land Use: Commercial

Background and Analysis: Applicant is requesting conceptual approval to demo all structures listed above and replace with a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage. Surrounding property owners have been notified. Since this property falls within the Central Business area, setbacks, parking requirements and impervious surface calculations do not apply. This project meets zoning ordinance requirements.

STAFF REPORT

BAR Meeting
November 3, 2014

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: October 27, 2014

GENERAL INFORMATION

Applicant: Rachel Burton, Swallowtail Architects

Property Owner: Rudd Smith

Requested Action: Renovation and Additions

Existing Zoning: R-1, Single Family Residential

Location: 205 S. Hickory Street
TMS #137-06-11-006
Historic District – #2 Notable

Existing Land Use: Residential

Background and Analysis: Applicant is requesting approval to renovate and construct additions on the existing cottage. This property is being subdivided to become a stand alone parcel and thus, is not held to the 50% square footage requirement. This project meets zoning ordinance requirements.

STAFF REPORT

BAR Meeting
November 3, 2014

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: October 27, 2014

GENERAL INFORMATION

Applicant: Larry James

Property Owner: Larry James

Requested Action: Screened Porch Addition

Existing Zoning: R-1, Single Family Residential

Location: 108 Congress Street
TMS #137-10-08-009
Historic District – #4 Supportive

Existing Land Use: Residential

Background and Analysis: Applicant is requesting approval to construct a screened porch addition 14' x 19'8". This property has received a setback variance of 4' and the addition will be 21' off the rear setback. This project meets current zoning ordinance requirements.

STAFF REPORT

BAR Meeting
January 5, 2015

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: December 29, 2014

GENERAL INFORMATION

Applicant: Goff D'Antonio Architects

Property Owner: Applegate & Co. and the Town of Summerville

Requested Action: Demo and Conceptual/Preliminary Approval of Mixed Use Development

Existing Zoning: B-3, General Business

Location:

TMS #137-07-04-005	208 S. Cedar Street (empty lot)
TMS #137-07-04-007	213 W. 2nd South Street – Ranked #4
TMS #137-07-04-004	200 W. Richardson – Ranked #5
TMS #137-07-04-003	206 W. Richardson (front)Ranked #2 (rear) Ranked #4
TMS #137-07-04-002	210 W. Richardson – Ranked #2

Existing Land Use: Commercial

Background and Analysis: Applicant is requesting conceptual/preliminary approval to demo all structures listed above and replace with a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage. Surrounding property owners have been notified. Since this property falls within the Central Business area, setbacks, parking requirements and impervious surface calculations do not apply. This project meets zoning ordinance requirements.

Sec. 32-131. - B-3 general business.

(a) *Purpose.* The purpose of this B-3 district is to provide for general business and commercial areas designed to encourage the continuance and formation of a compatible and economically healthy environment.

(b) *Permitted uses.* A building or premises in the B-3 district may be used for the following purposes:

(1) All types of business and commercial activity related to retail sales, business and professional offices, financial institutions, gasoline filling stations and repair garages, personal service shops and limited wholesale activity.

(2) Restaurants, bars, limited amusement centers, liquor stores and party shops.

(3) Private clubs, walk-in theaters, assembly and concert halls.

(4) Commercial kennels and veterinary clinics.

(5) Any residential uses and uses allowed in B-1 or B-2 within the requirements of each district.

(c) *Accessory uses.* Accessory uses in the B-3 district are as follows: Uses on the same lot and customarily incidental to the permitted uses including, but not limited to, private garages or parking structures for vehicles, off-street parking and loading zones and storage facilities.

(d) *Area and yard requirements.* Area and yard requirements in the B-3 district are as follows:

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 50 feet.

(3) Front yard setback: 30 feet. Exceptions may occur for situations as approved by the town's commercial design review board when reviewing for approval the siting of a proposed new building such as on those properties considered a part of the town's commercial business district or within a town center planned development. In these instances, the board may approve the structure to be sited closer to the property line than 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(e) *Permitted uses.* These uses (subsections (e)(1)—(8), below) shall meet the conditions set forth in subsections (f)(1)—(5) below.

(1) New and or used car, truck and machinery sales and or repair.

(2) Funeral homes.

(3) Major amusement facilities including golf driving ranges, golf courses, roller skating rinks and swimming pools.

(4) Hotels and motels.

(5) Campgrounds and overnight trailer courts.

(6) Wholesale, warehouse and storage facilities including building materials and lumberyards.

(7) Drive-in theaters and restaurants.

(8) Transportation facilities including bus depots, trucking facilities and services that require the use of a fleet of vehicles.

(f) *Area and yard requirements.*

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 100 feet.

(3) Front yard setback: 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(g) *Signs.* Sign regulations for the B-3 district are found in article VI of this chapter.

(h) *Parking requirements.* Parking requirements for the B-3 district are found in article VII of this chapter.

(i) *Building design and site plan review.* Building design and site plan review for the B-3 district are as follows:

(1) Maximum building height: 55 feet. This maximum height limit may be waived on those parcels that meet the following conditions:

a. The parcel has at least 50 feet of frontage on a publicly maintained roadway; and

b. The parcel fronts on U.S. Hwy. 78, or is located north of U.S. Hwy. 78 as the town currently and continues to extend towards and beyond Interstate 26; and

c. The parcel is located within the block of U.S. Hwy. 78, and extends the width of the block to either West 4th North Street or East 4th North Street; and

d. Approval for other areas of town may be considered for overall height approval by the board of architectural review for the historic district or the commercial design review board for all other commercial areas of the town.

(2) Maximum impervious surface area: 80 percent.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0601, § 20-35, 6-1-2001; Ord. No. 08-0802, 9-10-2008; Ord. No. 11-1202, 1-11-2012)

Cross reference— Businesses, ch. 8.

(g) *Building design and site plan review.* Building design and site plan review for the PL district are as follows:

(1) Maximum building height: As approved by town council.

(2) Maximum impervious surface area: As approved by town council.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0601, § 20-39, 6-1-2001)

Sec. 32-136. Central business district; purpose.

The purpose of this central business district is to recognize and follow special conditions created by the development of the downtown area of the town. In this central business district, the area and yard requirements and the parking requirements may be waived and the impervious surface area may be set at 100 percent. The requirements for building heights, signs, building design and site plan review for each zoning district and all building codes will remain in effect to maintain the safe, orderly development of this area.

(Ord. No. 2001-0601, § 20-40, 6-1-2001)

Sec. 32-137. Nonconforming uses and structures.

(a) *Continuation of nonconforming use of land.* The lawful use of land existing at the time of adoption of this chapter, or of an amendment thereto, although such use does not conform to the provisions thereof, may be continued; but if such nonconforming use is discontinued, as evidenced by lack of use for a period of at least one year (12 consecutive months) or for 18 accumulative months during any three-year period, or by substitution of a conforming use, any future use of such land shall be in conformity with the provisions of this chapter.

(b) *Continuation of nonconforming use of structure.* The lawful use of a structure, existing at the time of the adoption of this chapter, or of an amendment thereto, although such use does not conform to the provisions hereof, may be continued and such use may be extended throughout the structure; provided, however, that no structural alterations are made, other than those necessary to assure the safety of the structure; and provided, further, that such extension does not displace a conforming use in a district established by this chapter.

(c) *Changing of a nonconforming use.* Whenever a nonconforming use of a structure has been changed to a conforming use, such use shall not thereafter be changed back to a nonconforming use. Existing nonconforming uses which become conforming through a change in land classification submitted by the applicant shall be required to meet all off-street parking, boarding and screening as applicable to that district.

(d) *Restoration and rebuilding.* No building or structure or mobile home utilized for residential use that is damaged by fire or other causes to the extent of 50 percent of its appraised value shall be repaired or rebuilt except in conformity with all the regulations of this chapter. Exception: In the R-1 zoning district, the principal building or structure may be repaired or rebuilt to the same size, scale and decor as it originally existed.

(e) *Nonconforming approved lots of record.* Any lot of record at the time of passage or amendment of this chapter which does not comply with this chapter shall be considered a nonconforming lot.

(Ord. No. 2001-0601, § 20-41, 6-1-2001)

State law references: Nonconformities, S.C. Code 1976, § 6-29-730.

STAFF REPORT

BAR Meeting
January 5, 2015

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: March 30, 2015

GENERAL INFORMATION

Applicant: Rachel Burton, Swallowtail Architectects

Property Owner: Janis, Gary and Joanne Caccamise

Requested Action: Revised site plan for detached garage

Existing Zoning: R-1, Single Family Residential

Location: 618 S. Laurel Street
TMS #137-10-10-010
Historic District – #5

Existing Land Use: Residential

Background and Analysis: Applicant is requesting approval to revise the site plan for the previously approved detached garage. This project meets zoning ordinance requirements.

STAFF REPORT

BAR Meeting
January 5, 2015

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: March 30, 2015

GENERAL INFORMATION

Applicant: Jordy Tupper, G Tupper III Construction

Property Owner: Steve and Denise Lang

Requested Action: Exterior renovations

Existing Zoning: R-1, Single Family Residential

Location: 603 W. Richardson Avenue
TMS #137-02-14-007
Historic District – #1 Outstanding

Existing Land Use: Residential

Background and Analysis: Applicant is requesting approval to stucco main level and open 2nd floor balcony. This project meets zoning ordinance requirements.

STAFF REPORT

BAR Meeting - SPECIAL
May 11, 2015

TO: Town of Summerville BAR

FROM: Planning Staff

DATE: April 27, 2015

GENERAL INFORMATION

Applicant: Goff D'Antonio Architects

Property Owner: Applegate & Co. and the Town of Summerville

Requested Action: Full Final Approval of Mixed Use Development

Existing Zoning: B-3, General Business

Location:

TMS #137-07-04-005	208 S. Cedar Street (empty lot)
TMS #137-07-04-007	213 W. 2nd South Street – Ranked #4
TMS #137-07-04-004	200 W. Richardson – Ranked #5
TMS #137-07-04-003	206 W. Richardson (front)Ranked #2 (rear) Ranked #4
TMS #137-07-04-002	210 W. Richardson – Ranked #2

Existing Land Use: Commercial

Background and Analysis: Applicant is requesting full final approval for demolition of all existing structures for a mixed use development consisting of a 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage, retail spaces and rights-of-way improvements. Surrounding property owners have been notified and public notice in Summerville Journal Scene 4/24/2015. Since this property falls within the Central Business area, setbacks, parking requirements and impervious surface calculations do not apply. This project meets zoning ordinance requirements.

William C. Collins, Mayor

Council Members:
Terry Jenkins, Mayor Pro Tem
Walter Bailey
Aaron Brown
Kima Garten-Schmidt
Bob Jackson
William McIntosh

Clerk-Treasurer

Lisa L. Wallace

Town Attorney
G. Waring Parker

Town of Summerville

SPECIAL COUNCIL MEETING MINUTES
DECEMBER 18, 2013

ATTENDANCE

Present: Mayor William Collins and Council members Walter Bailey, Aaron Brown, Kima Garten-Schmidt, Bob Jackson and Bill McIntosh. Terry Jenkins was absent. Also present were Lisa Wallace, Director of Administrative Services & Clerk-Treasurer and G.W. Parker, Town Attorney. Other staff members, members of the press and the public were duly notified of the meeting and were also present.

CALL TO ORDER

Mayor Collins called the special council meeting to order at 4:00 p.m.

REQUEST FOR PURCHASE ORDER

Mr. Bailey made a motion, seconded by Mr. Jackson, to authorize a purchase order not to exceed $728,443 to P & H Mechanical to replace the HVAC system and fixtures at the police department to be paid from fund balance. The motion passed unanimously.

EXECUTIVE SESSION

Mr. Brown made a motion, seconded by Mr. Jackson, to enter into executive session at 4:09 p.m. to discuss contractual matters related to an economic development project. Council returned to public session at 5:04 p.m. and announced that no action was taken. Mr. McIntosh made a motion, seconded by Mr. Jackson, to authorize the Mayor to enter into non-binding negotiations with the company that recently submitted an economic development proposal to the town of Summerville. The motion carried unanimously.

ADJOURN

There being no further business, the meeting adjourned at 5:05 p.m.

Respectfully submitted,

Lisa Wallace, Director of Administrative Services
Clerk and Treasurer

APPROVED:

William C. Collins, Mayor

Board of Architectural Review Minutes
Monday, September 8, 2014
Town Hall Annex – Training Room

Members Present:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Cothran
John Kwist
David Price

Absent: Beth Huggins

Staff Present:

Lucy Dreyer, Secretary to Board

On the agenda:

1. 610 S. Laurel Street – Addition to house.

Chairman Dixon opened the meeting at 6:00 PM and explained that applicants would be heard in submittal order. First order of business was approval of the minutes from the August 4th meeting. The minutes were unanimously approved by the Board.

Kirsten Abrahamson, Architect, and Brandon Lutes, Homeowner, presented drawings for an addition to 610 S. Laurel Street. Ms. Abrahamson explained that they would be removing an existing addition of approximately 400 sq. ft. and replace with an addition and new deck. The addition and deck will be 988 square feet. The addition will have hardy plank shingle siding replicating the existing asbestos siding. The windows will match the existing house. Entire house will be reroofed with new architectural shingles, grey/black in color. The entire house will be repainted Sherwin Williams Leisure Blue (closest to existing color) with the front door to be painted deep red (Heart Throb) and trim painted Dover White. After review of the drawings and paint samples, the Board unanimously approved this project.

Chairman Dixon explained to the board members that he had recently attended a committee meeting in another municipality. He explained how the meeting was conducted and various procedures were discussed among the chairman and board members.

Meeting was adjourned at 7:45 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 10/6/2014

Approved: Phil Dixon, Chairman

Or,

Dr. David Price, Vice Chairman

Received 4-24-2015 Brian Pearce for FOIA September BAR minutes

Board of Architectural Review Minutes
Monday, October 6, 2014
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:

Madelyn Robinson, Planning Department
Rich Palmer, Building Department
Lucy Dreyer, Secretary to Board

On the agenda:

1. **603 S. Main Street – Detached carport.**
2. **513 W. Carolina Avenue – Raise roof and replace metal roofing material.**
3. **803 S. Main Street – Replace wood entrance steps with brick steps and replace sidewalk.**
4. **208 S. Cedar Street, 200, 206 and 210 W. Richardson Avenue – Mixed use development.**

Chairman Dixon opened the meeting at 6:00 PM and explained that applicants would be heard in submittal order. First order of business was approval of the minutes from the September 8th meeting. The minutes were unanimously approved by the Board.

Rich Hunter of 603 S. Main Street presented drawings for a 20 x 21' detached carport. Mr. Hunter explained his reason for using such a modest structure was that they wanted to keep obstruction of their view of the park next door to a minimum. Their structure would have a metal roof to match their house roof with metal posts supporting the roof and be placed on an existing slab. After review of the drawings the Board felt that the structure did not meet the ordinance requirements of similar construction materials and would detract from their highly ranked residence. This project was unanimously denied by the Board.

Ben Sadler of 513 W. Carolina Avenue presented drawings showing raising the roof on their 2nd story to convert attic space to living space and to replace their existing metal roof. All construction materials will match existing materials and no increase in the footprint will be required. While windows will be replaced with matching windows, the new windows will be double pane as opposed to single pane. After review of the submitted drawings and discussion, the Board unanimously approved this project.

In the owner's absence (had left the room for an extended phone call) the board reviewed the submittal for 803 S. Main Street. The applicant was requesting approval to replace existing concrete steps with old brick steps and handrails to match pickets on the front porch. The current cement sidewalk will be replaced with brick pavers. After review of the submittal, the Board unanimously approved this request.

At this point of the meeting the chairman called for a 15 minute break to give architects for the next project time to set up as well as audience members to sign in for a comment period. Board member Jeff Bowers also recused himself for the upcoming project due to financial involvement in this project.

Final item on the agenda was a mixed use development at 200 W. Richardson Avenue. This project will consist of several parcels and will possibly be re-addressed once a site plan has been approved. Hank D'Antonio, Architect for this project, presented drawings showing site plan and elevations for the 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage. After his presentation the meeting was opened for Board Member comments which were as follows:

John Kwist:

- Concerned about service drive off S. Cedar, asked about dumpster. Mr. D'Antonio explained that the dumpster enclosure would be fully enclosed.

- Hotel Tower has no resemblance to anything in Summerville. Architect responded that this was a work in progress. Mr. Kwist also was concerned about the thru wall heating/cooling systems for each room. Felt something better needed to be used for upscale hotel, these units would be noisy with a constant humming noise outside as well as condensation running down the walls.
- Condos – felt corner columns on balcony looked oversized. It was suggested that columns be larger on 1st floor and smaller above. Top floor needs to be set back to minimize mass as well as building walls need to move in and out for texture.
- Objected to term "urban area" – did not feel Summerville met this description.

David Price:

- Nothing against concept, however, concerned about mass and height of project for streetscape. Dr. Price explained that a scaled model showing the entire block would be required and did not feel any decision could be made without this model of the entire block.
- Wondered how this project compares to height of buildings at 140 W Richardson Avenue, Central Point Project at the corner of Cedar and Short Central and the Town Hall Annex with parking garage.

Beth Huggins:

- Agreed about height of buildings being a big problem. Felt this project looked cold and sterile. Wanted to see elements added that would "cozy" up building, make more welcoming. Also wanted trees to be saved to provide buffer.

Cecile Cothran:

- Would like to see something like the old Pine Forest Inn, realizes this is impossible but would like to see some architectural details utilized in the new design. The "boutique" hotel does not need to look so commercial.

Rachel Burton:

- Felt the site plan looked very good, appreciated how the elements fit together.
- Hotel - Liked the center interest of the hotel, however, felt the look was visually too cold. A pergola image doesn't look like the right image for the entrance despite its inspiration in a similar Summerville structure. Like the roof top function of an outdoor area, but not how it looks as an entrance piece, too Daniel Island. Sense of proportion and scale not Summerville, rooftop should be setback.
- Building Design – Liked the lower sense of scale for Cedar Street, nice street scape, nicely proportioned
- Residential Building – 4 story wall too straight up, porches don't break up mass. Richardson Avenue not as thoughtful in appearance as Cedar Street. Structure is too massive in appearance to blend with historic neighborhood right next door.
- Conference Center – 1 story building good scale for easing back into residential area. Little bracket details do not work.

General comments by board members:

- There needs to be another entrance besides Cedar Street. One entrance cannot accommodate all the vehicles which will use that entrance. The hotel will have guests wanting to get to the parking garage as well as condo owners and convention attendees. All buildings will have service and delivery vehicles as well as garbage trucks. All service/delivery vehicles will be too visible to building occupants and hotel guests. Architect indicated that a traffic study was being prepared by Stantec.
- The question was asked about practicality of outdoor swimming pool. Could this area be better used for something else.
- What constitutes a "boutique" hotel. Architect replied that these hotels are usually small, specialized hotels. This hotel will be managed by Charlestowne Management.
- Just because building can be 55' doesn't mean it must be.
- Traffic is a problem and this needs to be given serious consideration.

Comments from the audience:

- Rudd Smith, 201 S. Hickory Street – No Boulevard, referring to the Mt. Pleasant Project, suggested re-labeling elevations, compass confusing. Fears that the closeness of building to trees and sidewalks will cause maintenance problems. Buildings need to be moved further back so landscaping can be incorporated with sidewalks.
- Joyce Delk, 208 Essex Drive – Too much building.
- Mary Becker, 107 E. Johnston Street – Too large, Summerville is not considered an urban area, this project is not compatible with Summerville. Conference Center and all other deliveries will be a problem in such a small delivery area.
- Robert Klinger, 107 E. Johnston Street – Project does not look historic, inappropriate for Summerville.
- Christine Czarnik, 406 S. Gum Street – Felt design was very generic, hotel building could work anywhere but Summerville historic district. Felt current design would not draw tourists with its uniqueness.
- Anne Gaither, 213 W. 2nd South Street – Felt design was not a "low-country" look and felt traffic is a serious concern.
- David Comer, 708 W. Richardson Avenue – Has a design degree and feels the design of the structure is too massive.
- Mary Comer, 708 W. Richardson Avenue – Felt height was a serious issue. Did not want loading areas on W. Richardson Avenue.
- Deb Campeau, 317 Sumter Avenue – left before comment period.
- Peter Gorman, 313 S. Magnolia – Came to meeting prepared to not like this project but was encouraged by the BAR comments and felt good modifications could be made. Feels hotel project is out of scale and inappropriate.

- Adrian Kwist, 109 Reynolds Road – Building too large for too small property. Brick and mortor colors need to blend with other buildings in the area.
- Faye Croft, 214 W. Richardson Avenue – Rents out her house to tenants and the bedrooms are on the side of the house that abuts the condo project. Bedrooms will look right into condo units. Very opposed to project and feels too close to property line.
- Linda Shelbourne, 200 S. Palmetto Street – Is in favor of the project and encouraged BAR board members to hold their ground on comments they made. Also asked if project could be smaller but understands economic factors.
- Linda Frankenberger, 310 Central Avenue – Excited about concept. Did not feel hotel reflected the style of Summerville. Indicated that delivery trucks will always be a problem. Could landscaping on top of garage be considered as well as replacing the swimming pool with landscaping.
- Ed Harshaw, 208 S. Pine Street – Felt condos are too tall, too much mass. Need greater setbacks so that buildings do not loom over the street.
- Todd Davenport, 210 S. Cedar Street – Traffic is a serious problem. Explained that he had been denied reserved parking for his clients on Cedar Street and felt it was unfair to take space on Cedar Street for loading zones. Was also concerned about traffic noise all day from the vehicles/trucks using the one access to all the buildings.
- Heyward Hutson, 215 Golf Road – Did not feel design reflected Summerville. Felt that Richardson Avenue could not be considered as an access option to the garage. Presented picture of the old Brown's Hotel which once renovated became the Dorchester Inn. Picture was also presented of the Pine Forest Inn. Mentioned that the Woodland's Inn that only had 18 rooms never made a profit.

With public comments completed, Chairman Dixon asked if board members or Mr. D'Antonio had any additional points to make.

- Hank D'Antonio explained the Board needs to decide if they want a new design or to replicate a past hotel.
- John Kwist indicated the board is not asking for any replica, not opposed to a modern design. However, traffic is a number one concern.
- David Price explained that the National Trust does not support an exact replica for in-filling within an area. However, new building in old area should be sensitive to the location not exactly like neighboring buildings. Design should be unique but fitting to the area.

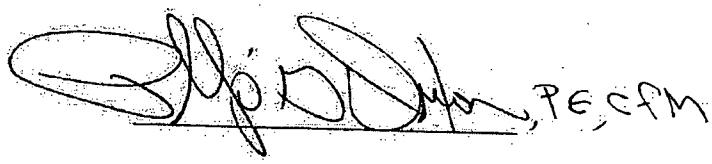
Chairman Dixon announced that no decision would be made at this meeting. He requested that the architect take comments under consideration and come back for conceptual approval with a re-design.

Meeting adjourned at 8:40 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 12/1/2014

Approved: Phil Dixon, Chairman



Or,

Dr. David Price, Vice Chairman

Town of Summerville

Department of Planning & Development

BOARD OF ARCHITECTURAL REVIEW SIGN IN SHEET – 3 MINUTE LIMIT

Name	Address
RUDD SMITH	201 S. HICKORY ST, S'VILLE
JOYCE DELK	209 ESSEX DR. S'VILLE
MARY BECKER	107 E. Johnston St S'ville
ROBERT KLINGER	107 E JOHNSTON ST SUMMERVILLE
Christine Czarnik	406 S. Gum St Summerville
Anne Gaither	213 W 2nd S St S'ville
DAVID COMER	708 W RICHARDSON AVE S'VILLE
Mary Comer	" " " " "
Bob Simpson	317 Sumter Ave S'ville
PETER GOEHMAN	313 S. MAGNOLIA S'VILLE
Adriaan Kwist	104 Reynolds Rd. S'ville
Faye Croft	1596 Longridge Rd. MC 214 W. Richardson
Linda Shelbourne	208 South Palmetto, 29483
Diane Frankenhuis	310 Central Ave 29483
Ed Hareshaw	208 S. Pine St
Heywood Hutson	215 Golf Rd S'ville 29483
Todd Dominick	S Cedar

want to speak last →

10/6/2014

Board of Architectural Review Minutes
Monday, November 3, 2014
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Cothran
John Kwist
David Price

Absent: Beth Huggins

Staff Present:

Madelyn Robinson, Planning Department
Rich Palmer, Building Department
Lucy Dreyer, Secretary to Board

On the agenda:

1. **205 S. Hickory – Additions and renovations.**
2. **108 Congress Street – Screened porch addition.**
3. **208 S. Cedar Street, 200, 206 and 210 W. Richardson Avenue – Mixed Use Development.**

Chairman Dixon opened the meeting at 6:00 PM and explained that applicants would be heard in submittal order. First order of business was approval of the minutes from the October 3rd meeting. The minutes were unanimously approved by the Board.

Rudd Smith, homeowner, and Rachel Burton, Architect (recused herself from the Board) presented drawings for 205 S. Hickory Street. Mr. Smith explained that his parents had built this cottage when moving from the big house and now they in turn were preparing to allow their daughter to have the main house and before they can occupy the cottage modifications need to be made. Rachel Burton explained they were basically infilling areas in the existing cottage and adding additions on both ends of the house. After review of the submitted drawings, this project was unanimously approved.

In the homeowner's absence, the Board reviewed the submitted drawings for 108 Congress Street. This was a resubmittal from our July, 2014 meeting. This project will be a 14' x 19'8" screened porch on the back side of the house. After review of the submitted drawings, this project was unanimously approved.

At this point of the meeting Chairman Dixon called for a 15 minute break to give presenters for the next project time to set up as well as audience members to sign in for a comment period. Board member Jeff Bowers also recused himself for the upcoming project due to financial involvement in this project.

Final item on the agenda was a mixed use development at 200 W. Richardson Avenue. This project will consist of several parcels and will possibly be re-addressed once a site plan has been approved. Arthur Applegate, Developer for this project, presented drawings showing site plan and elevations for the 65 room hotel, restaurant with roof top bar, 34-36 unit condos, conference center and 157 space parking garage. Mr. Applegate explained that this plan was significantly different from the plan submitted last month. He and the architects have made efforts to address comments made by the board and the public. The front entrance of the hotel has been re-designed to make a more welcoming appearance. The new buildings will be approximately 40' back from the street which is further back than the existing buildings. The condo units, while 4 stories, have been staggered to give the appearance of smaller sections as well as eyebrow details at the 3rd floor level to reduce the appearance of height. Mr. Applegate also presented height and mass of surrounding developed blocks to show the similarities of his project to the existing areas. Height of hotel will be 38', existing Town Hall is 38'4" and the Bell Tower height is 46'8", Central Point is 32'6" and Hutchinson Square is 30' tall. Mr. Applegate felt the height and scale of his project would be very compatible with the downtown area. The Conference Center had been redesigned per Board's request and Mr. Applegate asked that the Board consider approving either a one story conference center or a conference center elevated to include parking and exit. He explained the new design was not available to show with parking, however, the drawing with the old design was shown elevated. With the conference center being elevated, this would provide an additional egress per the Board's suggestion. After his presentation the meeting was opened for Board Member comments which were as follows:

David Price:

- Complimented Mr. Applegate on the new drawings addressing many of their comments at the last meeting. Felt hotel needed to make a statement, be something special, a landmark. Questioned if the swimming pool was really necessary. Felt that area could be better utilized as court yard or potential auto entrance to hotel. Perhaps reconfigure area to go to garage direct. Consider a partnership with the YMCA for pool and work-out area.

  Mr. Applegate responded that condo owners would join the "Club" for pool and gym. Pool area will be courtyard like and the condos on the backside will overlook the pool area.

Cecile Cothran:

- Also thanked Mr. Applegate for work done on this project.
- Shared Dr. Price's comments regarding the need for a swimming pool. Also liked the YMCA suggestion.
- Ms. Cothran also felt the 4 story building was too tall.
- Traffic is still a major concern.

  Mr. Applegate responded that the condo units were less than the belltower height and well below the 55' height allowed.

John Kwist:

- Appreciated the hotel entrance re-design as well as the in/out wall design of the condos. However, felt 4th floor was too tall, too "in your face" and overbearing.
- Thought the condo design looked too beachfront not Summerville. Exterior A/C units look too hotel/motel, not appropriate for this type of hotel. Fenestrations need additional details.
- Traffic is still a very big concern, one way in and out.
- Felt buildings scheduled for demolition should be relocated not destroyed.
- Some provision needs to be made to save very large pine tree, build around.

  Mr. Applegate thanked him for his comments.

Rachel Burton:

- Appreciated work done on re-design. In/out wall design was a good start however, building too tall. Liked the eyebrow detail, however, does not stop the eye but does add detail and structure. Would like to see improved window details on hotel and condos.
- Liked the conference center as 1 story design, could not picture 2 story design without actual drawing.
- Felt the hotel and 1 story conference center fit well.
- Feels the condos do not blend well with residential area next door, needs better transition. Asked about possibility of setting 4h floor back.

Phil Dixon:

- Business and residential district have always melded well together. Explained that the YMCA building was a Coca-Cola plant at one time and the Board prevailed on them to set the new building back so that nearby neighbors could sit on porch and view intersection.
- As a civil engineer, he has serious concerns about traffic.

Rick Reiff of Stantec explained that his firm did the traffic study for this project. Their findings indicated that the main access on South Cedar meets all SC DOT requirements for peak hour counts on both South Cedar and West Richardson. All intersections will operate at acceptable levels. Loading zone areas will be available at W. 2nd South, South Cedar and West Richardson. Mr. Reiff explained that circulation will work for the garbage trucks to pull in, access dumpsters and turn around. Garbage company has been contacted and they have no issues with this arrangement. As far as access for condo residents, hotel guests and delivery trucks, traffic study supports the area given.

General comments by board members:

- David Price asked if top floor condos could walk out to parking garage. Mr. Applegate explained there was a corridor between condos and parking garage.
- John Kwist asked if some parking spaces could be sacrificed in order to move 4th floor condos back.
- Rachel Burton suggested that rather than a swimming pool, perhaps a pond with sculpture.
- David Price indicated that it was not unusual for hotels to offer short-term membership to health clubs.
- Rachel Burton asked about level ranking by DOT. Mr. Reiff explained that Level A was wide open to Level F being bumper to bumper. He explained that Richardson and S. Cedar were at Level B, Cedar and 2nd at Level C and driveway at Level D.

Comments from the audience:

- Elaine Segelken, 555 Simmons Avenue – Left meeting before public comment period.
- Christine Czarnik, 406 S. Gum Street – Concerned about delivery trucks creating traffic problems. Parking garage not very large. Between the condo owners and hotel guests, the garage will be full. Where do employees and conference center attendees park their vehicles? Concerned that side streets will be used and fill up like the Azalea Festival.

- Rev. Nathan Rice, Pastor for St. Lukes Church – Concerned that 2nd Street parking will be lost and his church members will have no place to park on Sunday morning.
- William Harbeson, 403 W 2nd South Street – Thanked BAR for their efforts on this project. While Mr. Applegate has indicated there will be valet parking, he is concerned they will use the side streets to park and he does not want cars in front of his property.
- Dave Comer, 708 W. Richardson Avenue – Transition of condos to residential too abrupt, 4th floor needs to be pushed back. All windows need more decorative treatment and thru wall units on hotel need to be removed.
- Joyce Delk, 208 Essex Drive – Grew up in the Elizabeth Arden House on Sumter Avenue. Just feels this is too much project for the amount of property available.
- Peter Gorman, 313 S. Magnolia – Very concerned about the traffic this project will generate. Would be interested in reading the traffic study. Is concerned that the hotel shows 30 on street parking spaces, is this taking away from spaces currently opened to the public. This project has playgrounds as book-ends, additional traffic puts children at risk. Feels this project is generally too massive and should be moved to another location. Condos look like stacked boxes, no relation to Summerville.
- Heyward Hutson, 215 Golf Road – Mr. Hutson explained that he grew up in Summerville and has been President of the Preservation Society for several years. Feels condos are too tall, oversized and unacceptable with surrounding houses. Condos look like buildings he has seen in Moscow, drab with no appeal. Feels the house at 210 W. Richardson has significant historic importance and should not be demolished. Town of Summerville has allowed this to happen and all it needs is some bleach and scrubbing to remove the mildew. House could easily be relocated. Mr. Hutson also feels the large pine needs to be protected and has the potential to become a tourist attraction. Mr. Hutson asked the Board if they had read the RDC agreement. They had not (not under BAR purview) and Mr. Hutson is under the impression that a final design has been submitted and approved by the Corporation unbeknownst to the BAR. Chairman Dixon assured him this was not the case. Mr. Hutson announced he has a meeting for interested parties on Thursday, November 6th and the public is invited.
- Adrian Kwist, 109 Reynolds Road - Felt roof top bar would create unacceptable noise. Hotel too large and traffic is a safety concern.

With public comments completed, Chairman Dixon asked if board members or Mr. Applegate had any additional comments. There were none.

Chairman Dixon announced that no decision would be made at this meeting. It was requested that Mr. Applegate and his team consider comments made and come back with revised drawings. The Board would consider a special meeting if the applicant is ready before our next regularly scheduled meeting on December 1st.

Meeting adjourned at 8:30 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 12/1/2014

Approved: Phil Dixon, Chairman

Or,

Dr. David Price, Vice Chairman

Board of Architectural Review Minutes
Monday, January 5, 2015
Town Hall Annex – Training Room

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers

On the agenda:

1. **100 Central Avenue – Outdoor dining area.**
2. **134 Gadsden Street – Cottage moved to property.**
3. **618 S. Laurel Street – House addition and detached garage.**
4. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue – Demo of existing buildings and conceptual/preliminary approval of a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage.**

Chairman Dixon opened the meeting at 6:00 PM. First order of business was approval of the minutes from the December 1st, 2014 meeting. The minutes were unanimously approved by the Board. (* John Kwist arrived after the start of discussion for Item 4).

Motion was made by David Price and seconded by Rachel Burton to take the smaller projects first. Board unanimously approved this motion.

Matthew Hunt presented revised drawings for the outdoor dining project at 100 Central Avenue. Mr. Hunt explained that rather than using a brick surround they had decided to use wood panels replicating the building. The dining area will be 32' x 24'6". After review of the drawings, Rachel Burton requested that the roof detail on the front elevation be corrected. The Board also asked that the column surrounds be chamfered. With the revisions agreed to the Board unanimously approved this project.

Neyle Jones of 134 Gadsden presented his request to move the small cottage located at 206 W. Richardson Avenue (rear) to their property at 134 Gadsden. Mr. Jones explained that moving the cottage would require no loss of protected trees. The moving process will require removal of the roof and while they are hoping to replace with a metal roof to match the house, their request is to be approved for either shingles (as currently in use) or metal to match the house. Mr. Jones also indicated that this cottage would not be relocated if the Hotel Project does not receive approval. After review of the submittals for this project, the Board unanimously approved this request.

Rachel Burton recused herself from the BAR in order to present her request for 618 S. Laurel Street. Ms. Burton explained this was a two-part request. First project involves removal of the existing laundry room and porch on the rear of the house and replacing with a new addition of approximately 280 sq. ft. for the porch addition and 581 sq. ft. of heated addition. The screened porch will have access to the yard from the side. All construction materials will match existing materials. This project received unanimous approval.

The second part of this submittal was the approval of a detached 22 x 24' garage. Siding, asphalt shingles and trim to match the existing house. Applicants were questioned as to style of garage doors and they responded they will use carriage style doors. With this response, the Board unanimously approved this project with the agreement that garage door style would be submitted once they have selected the design.

Arthur Applegate presented his drawings for the Dorchester Hotel project. Mr. Applegate explained they had made significant changes to the drawings based on board member suggestions. For example, additional property was purchased to allow for the conference center to be 1 story as opposed to 2 story with parking under the building, another entrance/exit is now possible onto W. 2nd South Street, condo units have been reduced to 3 story as opposed to 4 story (from 36 units to 27 units) and central air conditioning rather than thru-wall units (this will eliminate the grill work on the outside of the building as well as noise issue). Mr. Applegate went on to explain they had been advertising the current buildings on the lot free for removal and as yet had no serious takers. An ad has been placed in the local newspaper, Summerville Journal Scene, 2 times a week for 4 weeks. 206 W Richardson (front house), house mover explained the addition would need to be removed and that it was not practical to move due to the poor condition of the building. 206 W Richardson (rear) cottage to be moved to Gadsden Street. 213 W. 2nd South – house

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At this point the Board unanimously approved the demolition of the structure at 200 W. Richardson Avenue contingent upon final approval of the entire project. For the remainder of the structures, the Board requested that a salvage company be approached about the possibility of salvaging some of the materials from these buildings prior to demolition as well as the possibility of relocation.

Mr. Applegate made the following points:

1. New building along W. Richardson Avenue will sit 35' off the road. Further back than the existing buildings.
2. Deliveries can now come thru the entrance and exit onto W. 2nd South Street. Vehicles will not be required to back out onto Cedar Street.
3. Hotel 38' in height, same as Town Hall. Restaurant height 35'.
4. No variances are required for this project.

Mr. Applegate indicated he would like the Board to give this project conceptual/preliminary approval at this meeting which would allow them to work on the design details moving forward.

Comments by board members:

John Kwist – Building mass along Richardson Avenue still an issue. Felt that 320' of continuous wall too long. Need a pedestrian arcade to break up the building. Mr. Applegate felt this was not feasible, that they had tried to break up the wall using differences in material and fenestrations.

David Price – Felt that perhaps more of an arcade appearance could be given to the residential entry area on W. Richardson Avenue.

Beth Huggins – Felt drawings had come a long way and that the W. Richardson Avenue elevation had been greatly improved. Appreciated the condo units being reduced to 3 story.

Cecile Cothran – Agreed that perhaps an arcade appearance could be worked on for W. Richardson Avenue. Thought the roof line had a very good appearance.

Rachel Burton – Thanked the applicant for listening to their comments regarding additional property and removal of 4th floor of condos. Felt revisions improved this project. Going forward would like to see conference center have sides that complement each other. Felt storm water on site was a good improvement and would look forward to seeing how it would be handled.

At this point, Chairman Dixon called for a vote on conceptual/preliminary approval of this project. The vote was as follows:
David Price – Approve
Beth Huggins – Approve
John Kwist – Deny
Cecile Cothran – Approve
Rachel Burton – Approve
Phil Dixon – Approve

Meeting adjourned at 8:00 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 2 March 2015

Approved: Phil Dixon, Chairman

Or,

Dr. David Price, Vice Chairman

For your information included are two letters handed to Ms. Dreyer, Secretary to the Board, after the meeting.

Board of Architectural Review Minutes
Monday, January 5, 2015
Town Hall Annex – Training Room

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers (recused)

On the agenda:

1. **100 Central Avenue – Outdoor dining area.**
2. **134 Gadsden Street – Cottage moved to property.**
3. **618 S. Laurel Street – House addition and detached garage.**
4. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue – Demo of existing buildings and conceptual/preliminary approval of a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage.**

Chairman Dixon opened the meeting at 6:00 PM. First order of business was approval of the minutes from the December 1st, 2014 meeting. The minutes were unanimously approved by the Board. (* John Kwist arrived after the start of discussion for Item 4).

Motion was made by David Price and seconded by Rachel Burton to take the smaller projects first. Board unanimously approved this motion.

Matthew Hunt presented revised drawings for the outdoor dining project at 100 Central Avenue. Mr. Hunt explained that rather than using a brick surround they had decided to use wood panels replicating the building. The dining area will be 32' x 24'6". After review of the drawings, Rachel Burton requested that the roof detail on the front elevation be corrected. The Board also asked that the column surrounds be chamfered. With the revisions agreed to the Board unanimously approved this project.

Neyle Jones of 134 Gadsden presented his request to move the small cottage located at 206 W. Richardson Avenue (rear) to their property at 134 Gadsden. Mr. Jones explained that moving the cottage would require no loss of protected trees. The moving process will require removal of the roof and while they are hoping to replace with a metal roof to match the house, their request is to be approved for either shingles (as currently in use) or metal to match the house. Mr. Jones also indicated that this cottage would not be relocated if the Hotel Project does not receive approval. After review of the submittals for this project, the Board unanimously approved this request.

Rachel Burton recused herself from the BAR in order to present her request for 618 S. Laurel Street. Ms. Burton explained this was a two-part request. First project involves removal of the existing laundry room and porch on the rear of the house and replacing with a new addition of approximately 280 sq. ft. for the porch addition and 581 sq. ft. of heated addition. The screened porch will have access to the yard from the side. All construction materials will match existing materials. This project received unanimous approval.

The second part of this submittal was the approval of a detached 22 x 24' garage. Siding, asphalt shingles and trim to match the existing house. Applicants were questioned as to style of garage doors and they responded they will use carriage style doors. With this response, the Board unanimously approved this project with the agreement that garage door style would be submitted once they have selected the design.

Arthur Applegate presented his drawings for the Dorchester Hotel project. Mr. Applegate explained they had made significant changes to the drawings based on board member suggestions. For example, additional property was purchased to allow for the conference center to be 1 story as opposed to 2 story with parking under the building, another entrance/exit is now possible onto W. 2nd South Street, condo units have been reduced to 3 story as opposed to 4 story (from 36 units to 27 units) and central air conditioning rather than thru-wall units (this will eliminate the grill work on the outside of the building as well as noise issue). Mr. Applegate went on to explain they had been advertising the current buildings on the lot free for removal and as yet had no serious takers. An ad has been placed in the local newspaper, Summerville Journal Scene, 2 times a week for 4 weeks. 206 W Richardson (front house), house mover explained the addition would need to be removed and that it was not practical to move due to the poor condition of the building. 206 W Richardson (rear) cottage to be moved to Gadsden Street. 213 W. 2nd South – house

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At this point the Board unanimously approved the demolition of the structure at 200 W. Richardson Avenue contingent upon final approval of the entire project. For the remainder of the structures, the Board requested that a salvage company be approached about the possibility of salvaging some of the materials from these buildings prior to demolition as well as the possibility of relocation.

Mr. Applegate made the following points:

1. New building along W. Richardson Avenue will sit 35' off the road. Further back than the existing buildings.
2. Deliveries can now come thru the entrance and exit onto W. 2nd South Street. Vehicles will not be required to back out onto Cedar Street.
3. Hotel 38' in height, same as Town Hall. Restaurant height 35'.
4. No variances are required for this project.

Mr. Applegate indicated he would like the Board to give this project conceptual/preliminary approval at this meeting which would allow them to work on the design details moving forward.

Comments by board members:

John Kwist – Building mass along Richardson Avenue still an issue. Felt that 320' of continuous wall too long. Need a pedestrian arcade to break up the building. Mr. Applegate felt this was not feasible, that they had tried to break up the wall using differences in material and fenestrations.

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At this point, Chairman Dixon called for a vote on conceptual/preliminary approval of this project. The vote was as follows:
David Price – Approve
Beth Huggins – Approve
John Kwist – Deny
Cecile Cothran – Approve
Rachel Burton – Approve
Phil Dixon – Approve

Meeting adjourned at 8:00 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: _____

Approved: Phil Dixon, Chairman _____

Or,

Dr. David Price, Vice Chairman _____

For your information included are two letters handed to Ms. Dreyer, Secretary to the Board, after the meeting.

January Meetings -

Minutes to be signed at February meeting. Have been electronically approved.

Lucy

Board of Architectural Review Minutes
Special Meeting - Monday, January 12, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers (recused), John Kwist

On the agenda:

1. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue – Demo of existing buildings for construction of a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage.**

Chairman Dixon opened the meeting at 6:00 PM and explained that this special meeting had been requested by the applicant, Arthur Applegate, at the suggestion of the BAR at their October meeting, to receive demo approval of all buildings for the Dorchester Hotel Project.

Mr. Applegate explained that they had been exploring a number of options regarding removal/demo of all buildings.

1. At the January 5th meeting approval was given to the rear cottage at 206 W. Richardson Avenue to be relocated to 134 Gadsden Street; and, approval was also given to demo the former gas station located at 200 W. Richardson Avenue pending final approval of the entire project.
2. Mr. Applegate explained they have been working with Oswalt & Sons and Johnson House Movers. Mr.Applegate introduced Mr. Ernie Johnson of Johnson House Movers and Mr. Johnson explained that he had reviewed the possibility of relocating the houses. Houses would need to have porches removed, chimneys removed and in some instances the roof. The houses are generally too tall and wide for the streets of Summerville. Power lines including cable, fiber optics and electrical, would need to be moved or taken down and trees would need to be severely cut back. While the house at 213 W. 2nd South Street is in excellent condition, the porch would need to be removed as well as the chimney, the roof and possibly the sunroom on the back side of the house. Mr. Johnson did indicate that the houses could all be relocated, it was just a matter of cost. There would be the cost of moving the house, new foundation at the new site as well as all the repairs required to make the house habitable once moved. Mr. Johnson indicated he had 7 inquires about these homes but these individuals had lost interest once they understood better the extent and cost of this type of project. One additional person had approached him prior to the meeting tonight and while very interested, would need some help with the funding of this project.

Rich Palmer, Building Official for the Town of Summerville indicated that the house owned by the Town at 210 W. Richardson Avenue has a significant problem with mold and asbestos throughout the house and plant material in the wall cavities. While there is material to be salvaged, the cost to repair/renovate would far exceed practicality.

Mr. Applegate also explained that they had talked to a non-profit sustainable warehouse (salvage company) who is very interested in salvaging materials from the houses and then re-selling the materials.

Comments from Board:

1. Dr. Price wanted to make sure everyone realizes that demo approval is contingent upon the entire project receiving final approval. No demolition will be allowed until this project is shovel ready. Developer is requested to continue to work to find people who will move the homes.
   Also, Dr. Price reminded everyone that at one time town square was completely surrounded with houses and they have been replaced with what has become very historic and iconic buildings.
2. Rachel Burton indicated she was glad to hear that demo is contingent upon final approval of the project.
3. Beth Huggins – No additional questions, already answered.
4. Cecile Cothran – Asked if the salvage company contacted might be the one she had read about several years ago, a young woman from Summerville who disassembled houses and reconstructed them and/or used their materials in other projects. Mr. Applegate indicated that this company did not appear to be in business any more.

At this point in the meeting Rachel Burton made a motion to approve demolition of the structures on the construction site with approval being contingent on the entire project receiving final approval. Developer is requested to pursue possible relocation or salvage of buildings until project finalized. Motion was seconded by Dr. Price and received unanimous approval by the Board.

Meeting adjourned at 6:35 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 2 march 2015

Approved: Phil Dixon, Chairman PE, CFM

Or,

Dr. David Price, Vice Chairman

Board of Architectural Review Minutes
Monday, January 5, 2015
Town Hall Annex – Training Room

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers

On the agenda:

1. **100 Central Avenue – Outdoor dining area.**
2. **134 Gadsden Street – Cottage moved to property.**
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Mr. Applegate made the following points:

1. New building along W. Richardson Avenue will sit 35' off the road. Further back than the existing buildings.
2. Deliveries can now come thru the entrance and exit onto W. 2nd South Street. Vehicles will not be required to back out onto Cedar Street.
3. Hotel 38' in height, same as Town Hall. Restaurant height 35'.
4. No variances are required for this project.

Mr. Applegate indicated he would like the Board to give this project conceptual/preliminary approval at this meeting which would allow them to work on the design details moving forward.

Comments by board members:

John Kwist – Building mass along Richardson Avenue still an issue. Felt that 320' of continuous wall too long. Need a pedestrian arcade to break up the building. Mr. Applegate felt this was not feasible, that they had tried to break up the wall using differences in material and fenestrations.

David Price – Felt that perhaps more of an arcade appearance could be given to the residential entry area on W. Richardson Avenue.

Beth Huggins – Felt drawings had come a long way and that the W. Richardson Avenue elevation had been greatly improved. Appreciated the condo units being reduced to 3 story.

Cecile Cothran – Agreed that perhaps an arcade appearance could be worked on for W. Richardson Avenue. Thought the roof line had a very good appearance.

Rachel Burton – Thanked the applicant for listening to their comments regarding additional property and removal of 4th floor of condos. Felt revisions improved this project. Going forward would like to see conference center have sides that complement each other. Felt storm water on site was a good improvement and would look forward to seeing how it would be handled.

At this point, Chairman Dixon called for a vote on conceptual/preliminary approval of this project. The vote was as follows:
David Price – Approve
Beth Huggins – Approve
John Kwist – Deny
Cecile Cothran – Approve
Rachel Burton – Approve
Phil Dixon – Approve

Meeting adjourned at 8:00 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 2 March 2015

Approved: Phil Dixon, Chairman

Or,

Dr. David Price, Vice Chairman

For your information included are two letters handed to Ms. Dreyer, Secretary to the Board, after the meeting.

Board of Architectural Review Minutes
Special Meeting - Monday, January 12, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers (recused), John Kwist

On the agenda:

1. **208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue – Demo of existing buildings for construction of a Mixed Use Development consisting of 65 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage.**

Chairman Dixon opened the meeting at 6:00 PM and explained that this special meeting had been requested by the applicant, Arthur Applegate, at the suggestion of the BAR at their October meeting, to receive demo approval of all buildings for the Dorchester Hotel Project.

Mr. Applegate explained that they had been exploring a number of options regarding removal/demo of all buildings.

1. At the January 5th meeting approval was given to the rear cottage at 206 W. Richardson Avenue to be relocated to 134 Gadsden Street; and, approval was also given to demo the former gas station located at 200 W. Richardson Avenue pending final approval of the entire project.
2. Mr. Applegate explained they have been working with Oswalt & Sons and Johnson House Movers. Mr.Applegate introduced Mr. Ernie Johnson of Johnson House Movers and Mr. Johnson explained that he had reviewed the possibility of relocating the houses. Houses would need to have porches removed, chimneys removed and in some instances the roof. The houses are generally too tall and wide for the streets of Summerville. Power lines including cable, fiber optics and electrical, would need to be moved or taken down and trees would need to be severely cut back. While the house at 213 W. 2nd South Street is in excellent condition, the porch would need to be removed as well as the chimney, the roof and possibly the sunroom on the back side of the house. Mr. Johnson did indicate that the houses could all be relocated, it was just a matter of cost. There would be the cost of moving the house, new foundation at the new site as well as all the repairs required to make the house habitable once moved. Mr. Johnson indicated he had 7 inquires about these homes but these individuals had lost interest once they understood better the extent and cost of this type of project. One additional person had approached him prior to the meeting tonight and while very interested, would need some help with the funding of this project.

Rich Palmer, Building Official for the Town of Summerville indicated that the house owned by the Town at 210 W. Richardson Avenue has a significant problem with mold and asbestos throughout the house and plant material in the wall cavities. While there is material to be salvaged, the cost to repair/renovate would far exceed practicality.

Mr. Applegate also explained that they had talked to a non-profit sustainable warehouse (salvage company) who is very interested in salvaging materials from the houses and then re-selling the materials.

Comments from Board:

1. Dr. Price wanted to make sure everyone realizes that demo approval is contingent upon the entire project receiving final approval. No demolition will be allowed until this project is shovel ready. Developer is requested to continue to work to find people who will move the homes.
   Also, Dr. Price reminded everyone that at one time town square was completely surrounded with houses and they have been replaced with what has become very historic and iconic buildings.
2. Rachel Burton indicated she was glad to hear that demo is contingent upon final approval of the project.
3. Beth Huggins – No additional questions, already answered.
4. Cecile Cothran – Asked if the salvage company contacted might be the one she had read about several years ago, a young woman from Summerville who disassembled houses and reconstructed them and/or used their materials in other projects. Mr. Applegate indicated that this company did not appear to be in business any more.

At this point in the meeting Rachel Burton made a motion to approve demolition of the structures on the construction site with approval being contingent on the entire project receiving final approval. Developer is requested to pursue possible relocation or salvage of buildings until project finalized. Motion was seconded by Dr. Price and received unanimous approval by the Board.

Meeting adjourned at 6:35 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: _____

Approved: Phil Dixon, Chairman _____

Or,

Dr. David Price, Vice Chairman _____

Board of Architectural Review Minutes
Monday, April 6, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Cothran
John Kwist
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Beth Huggins

On the agenda:

OLD BUSINESS:

1. 208 S. Cedar Street, 213 W. 2nd South Street, 200, 206 and 210 W. Richardson Avenue – Final approval for Mixed Use Development . (B-3)
2. 618 S. Laurel Street – Revised site plan for previously approved detached garage. (R-1)

NEW BUSINESS:

1. 603 W. Richardson Avenue – Exterior renovations. (R-1)

Chairman Dixon opened the meeting at 6:00 PM and explained that all applicants will be heard in submittal order and then asked for consideration of the minutes of the regularly scheduled meeting on March 2, 2015. Dr. Price made a motion to approve the minutes as submitted and Mr. Bowers made the second. The motion carried.

The first item for discussion under Old Business was 208 S. Cedar Street, 213 W 2nd South Street, 200, 206 and 210 W. Richardson Avenue. Jeff Bowers recused himself from this discussion. This project is requesting final approval for a Mixed Use Development consisting of 85 room hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage. Madelyn Robinson, Planning Director, explained to the Board that the RDC had met that morning and unanimously approved the final design being presented tonight and commended it to the BAR for their review for final approval.

Mr. Applegate then explained to the Board that they had used the last 2 months to further refine this project to meet comments made by the Board. At this point he introduced Hank D'Antonio, Architect for the project. Mr. D'Antonio explained that the color and material samples have numbers which correspond to the drawings. The brick to be used will be Boral Brick Red (New Orleans) and Brown (Vintage Khaki). Both bricks will have the surface texture as shown on the red brick. Cement siding will have a smooth finish. The windows for the restaurant will have the additional detail of wood surround trim and a wood door. The hotel, retail spaces and restaurant will have cast stone lintel with rowlock brick sills and the condos will have brick lintel soldier course and rowlock sill. Drainage for the project will be underground to the side of the conference center creating a park like setting for the project.

At this point board members made comments:

John Kwist – Quoted Dr. Price from October meeting where he indicated a scaled model would be required. Hank D'Antonio responded they felt that by supplying 3-D aerial drawings showing the entire area supplied that information. Mr. Kwist did not agree. Another issue was the glass curtain wall as a separation between the retail and residential units. Mr. D'Antonio explained they explored that issue and felt the glass curtain wall was too commercial in appearance. Mr. Kwist felt it would give more of a separation look. Dr. Price explained that he felt the current design satisfies his requirements. Mr. Kwist also questioned rainwater management. Where are downspouts, they need to be shown on drawings because they will change the appearance of the structures. Mr. Kwist indicated that City of Charleston does not approve cement siding in their Historic District and felt that Summerville should discourage cement siding on large scale projects as well as the use of vinyl windows. Mr. Applegate indicated that Charleston does allow cement siding in their Historic District and spoke of several projects he had done.

Cecile Cothran – Liked the overall look of the project. One concern is the North Elevation of the condo building, does not feel it has the same attractive appearance as the East Elevation (W. Richardson Avenue) side. Ms. Cothran would like to see an improvement of all brick or all

cement (perpendicularly) on all contiguous floors, as opposed to brick on the first floor and cement siding above, noting that it is so prevalent in new construction. For the conference center she felt the design needed to be "warmer", more welcoming given that the original concept of the building was one of an event building, not just a conference center. Ms. Cothran suggested that the building should be appropriate for parties as well as meetings. Dr. Price suggested that one improvement might be wood doors similar to doors planned for the hotel and restaurant and Ms. Cothran agreed.

Rachel Burton – First indicated she really liked that the drainage would be underground for a park like area as opposed to a drainage basin. Thought that the transition from retail to condos was handled very well, appropriately scaled to the space. Felt color/material boards needed to be done by building, very confusing trying to match each sample with numbers on each building. However, felt color choices were good with the exception of the grey/green cement board. Ms. Burton liked the brick base of condos and the use of 2 brick colors on Richardson but thought the height of the brick base on the side of the condo building, without the brick finish above in some of the bays, looked awkward.. Ms. Burton pointed out that Charleston does allow cement siding on commercial projects, artisan thickness. Agreed with Ms. Cothran that while the conference center had a good design, it needs a "warmer", welcoming look. As a building that will likely be used for wedding receptions/private parties, a warmer appearance is necessary. Ms. Burton agreed with John Kwist that the location and colors of gutters and downspouts will affect the appearance and needs to be shown on drawings.

David Price – Explained that he typically hates cement siding in historic buildings, however, for this project it makes sense. Also did not want to set precedence of vinyl windows for commercial projects. (Mr. Applegate spoke to say they would change windows to painted metal windows) Dr. Price questioned mullions in windows. Mr. D'Antonio explained they would be using windows with mullions between window glass as well as applied to exterior of windows. Agreed with Ms. Burton that color boards by building is necessary and that artisan thickness preferred for cement siding. Happy with the appearance of the division between retail and residential but would have liked a 3D model.

Mr. Applegate indicated they would build a wall section with a window for the Board's review.

At this time Chairman Dixon opened the meeting to public comments:

Adrian Kwist – felt the hotel needed a canopy to drive under for check in, indicated this was his main concern.

William Harbeson is concerned about large trucks exiting the hotel and turning down 2nd Street or S. Laurel. Ms. Robinson explained these are public roads for use by everyone. Mr. Harbeson also expressed concern about the noise the roof top restaurant/bar will create.

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Todd Davenport has the building next door on Cedar Street. Questioned what the buffer is between his property and this project. Ms. Robinson explained there is a 5' buffer with a canopy tree every 30'. Mr. Davenport questioned if he could build to within 5' of his property line and was told he could.

Christine Czarnik – Spoke that Charleston and Mt. Pleasant were going thru a buyer's remorse period, working to undo bad architecture. Summerville is at a crossroad now, relatively unspoiled. Feels the scale of this project is too large, too inappropriate. Ms. Czarnik asked that the Board hold this project to the same standards as houses approved for the Historic District. Requested that the mission of the board be honored and protect the Historic District.

Joyce Delk – Concerned about fire protection between restaurant and residential. Mr. Kwist assured her building codes would address this situation with fire walls. Ms. Delk also questioned if the roof top area was a bar only.

Fran Harbeson – Would like to have a sign installed on 2nd Street indicating no thru trucks. Also feels a scaled model is essential.

Diane Frankenberger – Supports this project and feels good changes have been made by the Board and citizen comments. Explained that Summerville lost its village feel with the first Walmart store but we are not Charleston. Tourists want to be in Summerville. Everything changes and that is not a bad thing.

Rachel Burton made a motion to give final approval of this project with the following conditions:

1. Color/material sample boards to be submitted by building, this to include brick with mortar color and window detail.
2. Conference Center – more welcoming, warmer details to be added.
3. North Elevation – Residential units – revise design to more closely replicate Richardson Avenue appearance.
4. Design details for all railings to be used.
5. Downspouts to be added to drawings.

Cecile Cothran made the second to the motion and Chairman Dixon called for conditional final approval of this project. The vote was as follows:
David Price – Approve
Rachel Burton – Approve

Cecile Cothran – Approve
John Kwist – Deny
Phil Dixon – Approve

Motion for conditional final approval passed with a majority vote of 4 to 1.

Next item for discussion was a revised site plan for a previously approved detached garage at 618 S. Laurel Street. Rachel Burton recused herself from the Board in order to present this request. Ms. Burton and homeowners explained the new location will now be behind their house and well off all setback lines. After review of the new site plan, the Board unanimously approved this project.

Jordy Tupper presented drawings for the house at 603 W. Richardson Avenue. He explained that the front of the house remains unchanged with the work to be done on the back side of the house. The 2nd floor will remove the enclosed spaces at both ends of the open porch and the new open porch will run the length of the house. Wood siding will be replaced/repairs on the upper level with white stucco to be installed on the first floor. Doors and windows will be removed and reinstalled. Doors and windows will be aligned top and bottom levels. Dormers will have wood siding. Current metal roof will be replaced with standing seam metal. After review of the submitted documents the Board unanimously approved this project.

Meeting adjourned at 8:05 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 4 MAY 2015

Approved: Phil Dixon, Chairman

Or;

Dr. David Price, Vice Chairman

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Board of Architectural Review Minutes
Special Meeting - Monday, May 11, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers (recused)

On the agenda:

1. **Request for full final approval for demolition of all structures including aesthetic approval for a Mixed Use Development plan including demolition of all structures for a 65 room boutique hotel, restaurant with roof top bar, 27 unit condos, conference center and 157 space parking garage, retail spaces and rights-of-way improvements for the following properties: TMS #137-07-04-004, 200 W. Richardson Avenue; 137-07-04-003, 206 W. Richardson Avenue; 137-07-04-002, 210 W. Richardson Avenue; 137-07-04-005, 208 S. Cedar Street; and 137-07-04-007, 213 W. 2nd South Street. (B-3)**

Chairman Dixon opened the meeting at 6:00 PM and explained that this special meeting had been requested by the applicant, Arthur Applegate, as a follow up to comments made at the April 6th meeting. Chairman Dixon explained there were five items the Board requested further clarification and those were the only items under review. Chairman Dixon also explained to the audience that comments should be held to these five items. Items for discussion included:

1. Color/material sample boards to be submitted by building, this to include brick with mortar color and window detail.
2. Conference Center – more welcoming, warmer details to be added.
3. North Elevation – Residential units – revise design to more closely replicate Richardson Avenue appearance.
4. Design details for all railings to be used.
5. Downspouts to be added to drawings.

Mr. Applegate explained that they made revisions to their drawings as requested as well as brought in several sample building materials for review. At this point Mr. Applegate introduced Josh Good representing Goff D'Antonio Architects. Mr. Good explained that on the Residential North Elevation they had removed the green cement siding and added brick in its place giving this side more of the West Richardson Avenue appearance. He went on to explain that the gutters (half round aluminum) and downspouts (full round aluminum) installed mostly in corners will be painted to match trim. Exposed gutters and downspouts will only be used on residential units, all other buildings will have internal downspouts.

The cement siding to be used will be Artisan lap siding, 5/8" thickness with a 6 or 7" exposure. Cement siding will be smooth finish, no texture. Fiber cement trim and panels will also be used. At time of construction, sample walls will be built showing all construction materials. The Board had some concern with the color of the wood stained panels used on the commercial buildings and this will be addressed at the site.

Railings will be constructed of composite material, white for residential and a statuary bronze for commercial. Newel posts will be used if span is more than 8', post to be installed in center of balcony. Railing will be 42" high with straight pickets.

Roofing material will be dove gray metal standing seam. All windows will be aluminum clad windows with a trim package to be used around windows. Windows for residential will be white with simulated divided lites and exterior grilles. All commercial areas will have same windows, dark bronze in color.

Dr. Price asked about the brick showing the water table. Mr. Good explained the soldier course for the water table would extend about ½". Dr. Price asked if the entire area below the soldier course should be extended and Mr. Good indicated either method could be used but this was their choice. Dr. Price asked Rachel Burton her thoughts and she felt the shown way was very acceptable. Brick colors are as follows: lighter brick is Boral Vintage Khaki and darker brick to be Boral New Orleans with Argos Putty Mortar to be used with both.

At the April meeting the Board asked that the event center have a "warmer", more welcoming appearance. Mr. Good explained that all doors will match the hotel in that they will be stained wood (color to be determined) with stained wood trim (color to be determined). Outdoor terrace area will have salt finish concrete with brick banding. Underside of porch overhang will have painted bead board panels or wood bead board stained. Railings will be same used on all other buildings Statuary Bronze in color. As a possible alternative, it was suggested that perhaps the town could ask for bids by local artisans to create a custom wrought iron railing, something reflecting Summerville. It was suggested by Cecile Cothran that perhaps an access area in the wall of the South Elevation could be created to get to the garden area next to the building. It was agreed by all that this was a good idea.

At this time a short recess was offered to give audience members time to look at drawings submitted and building sample materials. Public comments would be taken when recess ends.

Comments from public:
Adrian Kwist – Not in favor of this project. At the April meeting he had indicated that the hotel needed a canopy for drive-up hotel check in. He was disappointed to see that this had not been incorporated into the design. Mr. Kwist also felt that a model must be done before final approval.

William Harbeson – Explained to Board that he lives on 2nd Street and is very concerned about noise from the roof top bar area; for example, bands and large groups of people. He is also very concerned about large trucks coming thru his area at all hours of the day and night.

Heyward Hutson – Indicated that he could not hear Board or see any samples talked about. Mr. Hutson felt that Adrian Kwist made an important point in indicating that a scaled model needed to be presented before this project can be approved. Felt the Board was making a large mistake in not requiring a scaled model.

Joyce Delk – Ms. Delk indicated she had a problem with the Chairman of the BAR and his not giving the people an open forum to speak. Also felt something needed to be done about sound problem.

This ended public comment.

John Kwist made a motion to approve the hotel and convention/event center. Not in favor of condo complex, too massive, too connected to hotel (lack of separation), feel it will be a traffic problem. Mr. Kwist felt the historic houses should be relocated in the historic district by the developer at his expense; save significant trees and a scaled model is required. Without a scaled model, this project cannot be seen in context with neighborhood. BAR is ignoring ambience and context of neighborhood. Move to approve hotel and event center and redesign condo project. No second to this motion, motion failed.

Dr. Price made a motion to give final approval based on the conditional final requirements being satisfactorily answered. Madelyn Robinson asked about demolition of structures and Dr. Price indicated this had been approved at a previous meeting. Rachel Burton seconded motion. At this point Chairman Dixon called for a roll call vote:

Beth Huggins – Approve project. Had initial questions answered, complimented architect on the landscaping plan, this will be a wonderful asset to the town.
David Price – Approve project.
John Kwist – Deny the entire project, but could approve hotel and event center.
Cecile Cothran – Approve project.
Rachel Burton – Approve project. Also complimented architect for excellent presentation.
Phil Dixon – Approve project.

Motion was approved by a majority vote.

Meeting adjourned at 8:00 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 1 June 2015

Approved: Phil Dixon, Chairman PE, CPH

Or,

Dr. David Price, Vice Chairman

Board of Architectural Review Minutes
Special Meeting - Monday, May 11, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:
Rich Palmer, Building Official
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

Absent: Jeff Bowers (recused)

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David Price – Approve project.
John Kwist – Deny the entire project, but could approve hotel and event center.
Cecile Cothran – Approve project.
Rachel Burton – Approve project. Also complimented architect for excellent presentation.
Phil Dixon – Approve project.

Motion was approved by a majority vote.

Meeting adjourned at 8:00 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 1 June 2015

Approved:

Phil Dixon, Chairman PE, CPH

Or,

Dr. David Price, Vice Chairman

Town of Summerville

BOARD OF ARCHITECTURAL REVIEW SIGN IN SHEET
PUBLIC COMMENTS – LIMITED TO 3 MINUTES EACH PERSON

Name	Address
Joyce Dell [redacted]	204 Essex Dr
Adjaan Kutt	
William A. Harbeson	403 W 32nd St. So.
Heyward G. Hutson	255 Golf Rd, Sum. SC.

5/11/2015

Board of Architectural Review Minutes
Monday, June 1, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
Jeff Bowers
Rachel Burton
Cecile Cothran
Beth Huggins
John Kwist
David Price

Staff Present:
Madelyn Robinson, Planning Director
Lucy Dreyer, Secy. to Board

On the agenda:

1. **100 S. Pine Street** – Monument Sign (B-1)
2. **719 W. Carolina Avenue** – Metal Roof (R-1)
3. **Appeal of BAR Decision of April 6, 2015** for 208 S. Cedar; 213 W 2nd South Street; and, 200, 206, 210 W. Richardson Avenue – final approval for a mixed use development consisting of a boutique hotel, restaurant with roof top bar; condominiums, a conference center and parking garage. (B-3 General Business) Notification by Board's Legal Counsel of Receipt of Appeal; Responsibilities of Board. (Executive Session to receive legal advice concerning receipt of Appeal and Responsibilities of Board in responding to Appeal.)

Chairman Dixon opened the meeting at 6:00 PM and explained that all applicants will be heard in submittal order and then asked for consideration of the minutes for the May meetings. Minutes for the May 4th meeting – Dr. Price made a motion to approve with Jeff Bowers seconding the motion. Board unanimously approved. Minutes for the May 11th meeting – Dr. Price made a motion to approve with Beth Huggins seconding the motion. Board unanimously approved.

First item on agenda was presented by Wayne Waters of Mr. Sign Company. Mr. Waters explained that Mr. Gamache had relocated his law office to 100 S. Pine Street and was requesting approval of a monument sign. The brick monument sign will have a face plate of cast aluminum with bricks to match those used on the house. When questioned about the height of the monument sign, Mr. Waters pointed out that it would not be as tall as the YMCA sign down the street. However, it was pointed out that the YMCA is zoned B-3 and 100 S. Pine Street is zoned B-1. The Board questioned the scale of the monument to the light fixtures and Mr. Waters indicated it was not to scale and he was not exactly sure of the height of the light fixture. After review of the submittal, the Board requested a brick sample as well as a catalog cut sheet showing the light fixture and its height. No decision will be made until requested material is supplied and approved.

Scott McPherson, Contractor, presented a sample of the roofing material to be used at 719 W. Carolina Avenue. Mr. McPherson explained that the house currently has shingles and they are requesting approval of Koko Brown standing seam metal roofing. After review of the submittal this project received unanimous approval.

At this point in the meeting Dr. Price made a motion to go into executive session to discuss pending legal advice concerning an appeal to their decision of April 6th. Cecile Cothran seconded the motion. Jeff Bowers recused himself and left the meeting

The Board returned to Council Chambers and Chairman Dixon announced that no motions or decisions were made in executive session.

Dr. Price made a motion to direct the Town Attorney to prepare findings of fact and conclusions for review and approval by this Board at its next scheduled meeting. Also staff is directed to prepare transcripts for filing with the Circuit Court. These requests apply to cases 2015-CP-18-877 and 2015-CP-18-991, both cases have been filed with the Circuit Court. Cecile Cothran seconded this motion and this motion was unanimously approved by the Board.

Meeting adjourned at 7:00 PM.

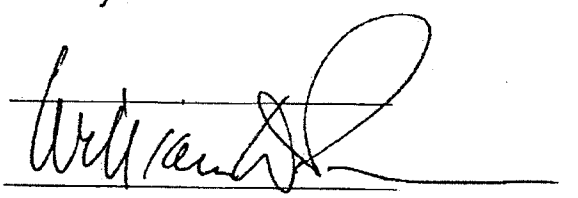
Respectfully Submitted,
Lucy Dreyer, Planner

Date: 6 Jul 15

Approved: Phil Dixon, Chairman

Or,

Dr. David Price, Vice Chairman



Board of Architectural Review Minutes
Monday, July 6, 2015
Town Hall Annex – Council Chambers

Members Present:
David Price, Chairman
Jeff Bowers
Rachel Burton
Cecile Cothran
John Kwist

Staff Present:
Lucy Dreyer, Secy. to Board

Absent: Phil Dixon, Beth Huggins

On the agenda:

1. **Executive Session to receive legal counsel related to pending litigation regarding the appeals of the BAR decisions of April 6, 2015 and May 4, 2015.**
2. **Review and Consideration of the proposed Order of the appeals of BAR decisions of April 6, 2015 and May 4, 2015** for 208 S. Cedar; 213 W 2nd South Street; and, 200, 206, 210 W. Richardson Avenue – final approval for a mixed use development consisting of a boutique hotel, restaurant with roof top bar; condominiums, a conference center and parking garage. (B-3 General Business)
3. **406 S. Gum Street** – Relocated cottage (R-1)
4. **308 W. Doty Avenue** – Fencing (R-2)
5. **210 E. Richardson Avenue** – Demo of garage (R-1)
6. **308 S. Magnolia Street** – Screened porch conversion (R-1)
7. **115 Marion Avenue** – Conceptual approval for demo of cottage and construction of new house (R-1)
8. **605 S. Magnolia Street** – Conceptual approval for construction of new house (R-1)
9. **Discussion of proposed mural for town parking garage (B-3)**

Chairman Price opened the meeting at 6:00 PM and explained that all applicants will be heard in submittal order and then asked for consideration of the minutes for the June meeting. Rachel Burton made a motion to approve minutes with Cecile Cothran seconding the motion. Board unanimously approved the motion.

Old Business:
At this point in the meeting John Kwist made a motion to go to executive session with Rachel Burton seconding the motion. The Board went into executive session to receive legal counsel related to pending litigation of the appeals of the BAR decisions of April 6 and May 4, 2015. Jeff Bowers recused himself from this discussion. At 6:25 PM the Board returned from Executive Session and Chairman Price indicated that no votes were taken they merely received legal advice on findings of fact and conclusion of law regarding the appeal of the BAR's approval for a mixed use project for addresses 208 S. Cedar; 213 W 2nd South Street; and, 200, 206, 210 W. Richardson Avenue. Rachel Burton made a motion to take an opportunity to review the findings of fact and conclusion of law for addresses 208 S. Cedar; 213 W 2nd South Street; and, 200, 206, 210 W. Richardson Avenue and reconvene to adopt, deny or amend this document. Cecile

Cothran made a second to this motion. This motion was unanimously approved by board members with Jeff Bowers recused.

New Business:

First item under New Business was the relocation of a cottage from North Cedar Street to a sub-divided lot at 406 S. Gum Street. Ms. Czarnik explained that in order to move the cottage they would need to remove the front porch. She will be coming before the Board at a later date with drawings showing the new front porch design and stairs. After discussion of this project Mr. Kwist made a motion to approve moving the cottage to 406 S. Gum Street with Jeff Bowers seconding this motion. The Board unanimously approved this project.

Sarah Holseberg of 308 W Doty Avenue explained that their entire yard was currently enclosed with a chain link fence. They were requesting approval to remove the chain link fence and install picket fencing (painted white) around the property. The back yard would be enclosed on both sides of the house with 6' tall privacy fencing (painted white). After review of the drawings, Rachel Burton made a motion to approve the fencing plan with Cecile Cothran seconding the motion. The Board unanimously approved this project.

Sarah Bares of 210 E. Richardson Avenue presented photos of a detached garage to be demolished. Ms. Bares explained the garage was built on a cinder block foundation that has settled and the building is leaning and unsafe for use. She indicated that once it was demolished they would be able to use the additional detached garage behind this garage. After review of the photos submitted, Rachel Burton made a motion to approve the demolition of the garage with John Kwist seconding the motion. The Board unanimously approved this project.

Rachel Burton recused herself from the Board in order to present the next three projects.

Homeowner Jennifer Olson and Rachel Burton, Architect with Swallowtail Architects, presented drawings showing a screened porch conversion on the back side of the house at 308 S. Magnolia Street. Ms. Burton indicated all construction materials would match the existing house materials. This project will convert an existing screened porch to heated space and add a 4 x 6' deck with stairs off the back side of the house. Deck will have piers with lattice between. John Kwist made motion to approve this project with Jeff Bowers seconding. Motion was unanimously approved.

Property owner Billie Ruby and Rachel Burton, Architect, presented drawings for conceptual approval of a new house and detached carport to be built at 605 S. Magnolia Street. Ms. Burton explained that S. Magnolia as well as the Historic District in general does have a very diversified style of architecture. No area has just wood siding or brick. Ms. Burton explained that the owners were hoping to minimize exterior maintenance by using brick siding and metal roofing as well as simple ornamentation with square columns. John Kwist indicated that his only comments pertained to the right side elevation. He felt the windows needed consistent spacing and that an additional window needed to be added to the other end of that side. Ms. Burton replied that they planned on maintaining a heavily landscaped buffer along that side and were hoping to not install an additional window to enable use of that room in various functions. Mr. Kwist indicated he had no problem with the use of brick siding.

Cecile Cothran indicated she would prefer wood siding rather than brick in the Historic District and felt that brick was too contemporary.

Ms. Burton explained that she had tried to address the "historic look" by design and massing of the house for a Summerville Historic District feel.

Dr. Price commented that the only nearby home of brick on South Magnolia going toward the stop sign was a pre BAR mid 20th century home for which the Board had recently approved an addition.

Jeff Bowers wondered if clapboard siding could be used on the front with brick on the remaining sides.

John Kwist felt either siding would be appropriate and gave several examples of homes in the District where brick was used.

Cecile Cothran made the motion to approve the scale and site as well as basic design. The exact materials and finishes will be submitted at a later date. Jeff Bowers made a second to this motion and the Board gave unanimous approval.

Ms. Burton's final project was for conceptual approval of a new house to be built at 115 Marion Avenue. Ms. Burton explained that this project also involved demolition of the existing cottage on the property. Ms. Burton explained that the homeowners had originally considered renovating the cottage, however, the cost to bring the plumbing, electrical up to date as well as add an hvac system and update the interior of the cottage proved to be cost prohibitive. Their plan was to make the cottage available to someone for relocation or to demo.

Ms. Burton explained that the house would be constructed of hardiplank siding, metal roof, brick base and wood shakes on the dormers. John Kwist felt the dormers looked top heavy and also expressed that he was opposed to the cottage demolition. Rachel Burton explained that the final design was not complete yet.

Cecile Cothran and David Price also opposed the demolition of the cottage.

At this point the Board reviewed the site plan for alternatives in layout that would allow keeping the cottage. Several suggestions were made and Ms. Burton indicated she would meet with her clients to see if a compromise was possible. No conceptual approval was given for this project.

Rachel Burton concluded her presentations and returned to her position on the Board for the final presentation.

Mike Dawson representing the B.I.R.D.S. Program (sponsored by Audubon Center at Beidler Forest, Summerville DREAM and Sculpture in the South) presented drawings for a mural to be painted on the wall of the parking garage facing Short Central. The bird selected is the American Redstart based on Audubon's original sketches. After review of the sketches, the Board felt the bird's appearance needed to be more accurate. Mike Dawson agreed and indicated he would convey that information to the artist. Due to Dr. Price's participation in the B.I.R.D.S. program he recused himself from the vote and Cecile Cothran was opposed to the artist's palette and abstained from voting. Remaining board members, John Kwist, Jeff Bowers and Rachel Burton approved this project with the stipulation that the bird be portrayed accurately.

At this point Dr. Price asked if there were any comments to be made by the audience and Adrian Kwist asked the status of 100 Central Avenue, Café Italia. He indicated he had not seen any changes to the appearance. Dr. Price explained that the building was neither what the BAR approved design wise nor was the Board led to believe that the roll down plastic sides were to be anything other than protection to an outdoor dining environment during inclement weather. At no time during the presentation was there a suggestion that the plastic sheeting would be used to weatherize this space as a year round dining room. The responsibility for enforcing our approval lies with the Town of Summerville.

Meeting adjourned at 8:15 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: 3 August 2015

Approved: Phil Dixon, Chairman

Or,

Dr. David Price, Vice Chairman _____

Board of Architectural Review Minutes
Monday, August 3, 2015
Town Hall Annex – Council Chambers

Members Present:
Phil Dixon, Chairman
David Price
Rachel Burton
Cecile Cothran
John Kwist

Absent: Jeff Bowers, Beth Huggins

Staff Present:
Lucy Dreyer, Secy. to Board
Madelyn Robinson, Planning Director

On the agenda:

1. **Executive Session to receive legal counsel related to pending litigation regarding the appeals of the BAR decisions of April 6, 2015 and May 4, 2015.**
2. **Review and Consideration of the proposed Order of the appeals of BAR decisions of April 6, 2015 and May 4, 2015** for 208 S. Cedar; 213 W 2nd South Street; and, 200, 206, 210 W. Richardson Avenue – final approval for a mixed use development consisting of a boutique hotel, restaurant with roof top bar; condominiums, a conference center and parking garage. (B-3 General Business)
3. **605 S. Magnolia Street** – New house (R-1)
4. **115 Marion Avenue** – New house (R-1)
5. **109 Rutherford Street** – Garden shed (R-1)
6. **300 Central Avenue** – Door installation (B-2)
7. **620 W. Carolina Avenue** – Paint color (R-1)
8. **114 S. Walnut Street** – Metal roof (R-1)

Chairman Dixon opened the meeting at 6:00 PM and explained that all applicants would be heard in submittal order and then asked for consideration of the minutes for the July meeting. Dr. Price made a motion to approve minutes with Rachel Burton seconding the motion. Board unanimously approved the motion.

Old Business:

At this point in the meeting Rachel Burton recused herself to present the next two projects.

Rachel Burton of Swallowtail Architects introduced property owner Mark Ruby. Mr. Ruby explained to the Board that they were currently residing in Coosaw Creek and had raised their family in Summerville. They are now preparing to retire to the Historic District and build a new house. Their desire is to build a low maintenance, high efficiency home. Brick as their siding and metal roofing material were selected for their energy efficiency and low maintenance attributes. At this point Rachel Burton explained to the Board that at the last meeting the site plan for the house and garage were approved. After talking to Mr. and Mrs. Ruby and reviewing the houses on Magnolia, some changes had been made to the house elevations. While all details have not been decided, the house will be brick with some hardyplank siding and

cedar or hardyplank shingles. Windows on the front of the house will be one over one with the other windows being casement style. House will be on a raised slab or crawl space with brick steps and porches front and back. Ms. Cothran indicated she would prefer a crawl space be utilized. Detail over windows will be precast concrete. Colors have not yet been selected. Ms. Burton indicated they were requesting conceptual approval for the drawings with details to be provided at a later date. Board members were polled for their vote: Phil Dixon, approved; Dr. Price, approved; John Kwist, approved; Cecile Cothran, denied with the explanation that she could not give conceptual approval of this project since the colors were not known. This project received conceptual approval based on majority vote.

Rachel Burton, Swallowtail Architects, presented revised drawings for 115 Marion Avenue. Ms. Burton explained that she had talked to her clients and had relayed the Board's decision regarding denying demolition of the existing cottage. Ms. Burton explained to the Board that her clients value the work the Board does for the Historic District and they agreed to keep the cottage and relocate on their property. They are requesting approval to demolish the additions to the cottage which include the front porch and an addition on the rear. Once relocated, they will replace the front porch and either build a potting porch addition on the side or perhaps build a separate structure on the other side of the property. If the front porch does not have to be removed, the steps will be removed and replaced in the center of the porch. The cottage will be located on the property so that the front door faces Marion Avenue at the far right corner of the property. Ms. Burton explained that since this project is not fully designed, she is asking for conceptual approval of this project. Dr. Price made a motion to give conceptual approval for the project as submitted with John Kwist providing the second. The Board unanimously approved this motion. Ms. Burton can now resume her position on the Board.

New Business:

Peter Fernald of 109 Rutherford Street presented a photo and site plan for a storage building to be built at the far rear corner of their property. Mr. Fernald explained that due to the trees and plants they wanted to preserve, the shed's size would be 10 x 12'. The shed will be constructed of white vinyl siding with black shutters and a reddish metal roof, all colors match the existing house. The Board asked if the shed was available in wood siding and Mr. Fernald indicated that it was not, the only other option was a T1-11 vertical siding which he did not want to use. The building will sit on concrete blocks for a foundation. Dr. Price made a motion to approve this project with John Kwist providing the second. This motion received unanimous approval.

Ron Boller presented photos for 300 Central Avenue. Mr. Boller explained this building was owned by the Church of the Epiphany who use it for meetings and commercial rental. The Church is requesting approval to remove an existing window on the front of the building and to replace the window with a double door with side light panels. The double door will match a single door at the other end of the building. Mr. Boller explained that minor brick work would need to be done around the door and they would also install a 4' x 10' brick landing with 2 brick steps and handrails. This project received unanimous approval.

Kelly and Brent Alfreds of 620 W. Carolina Avenue presented color samples to be used when repainting their home. Ms. Alfreds explained the house is currently pink with white trim and they will paint the house white with white trim. Shutters and lattice trim will be Charleston Green with the front porch floor painted light grey (pewter) and the front door painted dark grey (gentlemen's grey). Rachel Burton made the suggestion that they might consider the white siding and white trim paint to be just a shade different, she explained that the slight difference might show better. The accessory structure in the back yard would be painted to match the house. Cecile Cothran made a motion to approve this project with Rachel Burton providing the second. This motion received unanimous approval.

The final project of the evening was presented by Lucy Dreyer, Secy. to the Board, for the house at 114 S. Walnut Street. Ms. Dreyer explained that the homeowners were requesting approval to replace the existing shingles with a silver 5 v-crimp metal roof. This project received unanimous approval by the Board.

Old Business:

At this point in the meeting Dr. Price made a motion to go to executive session with Cecile Cothran seconding the motion. The Board went into executive session to receive legal counsel related to pending litigation of the appeals of the BAR decisions of April 6 and May 4, 2015. At 7:05 PM the Board returned from Executive Session and Chairman Dixon indicated that no motions or decisions were made. Dr. Price made a motion to approve the order as prepared and presented in response to the appeal of the final decisions of April 6 and May 4, 2015 of the BAR for a mixed use development consisting of a boutique hotel, restaurant with roof top bar, condominiums, conference center and parking garage including demolition for the project site now known as 208 S. Cedar Street; 213 W. 2nd South Street; 200, 206 and 210 W. Richardson Avenue. Rachel Burton provided the second for this motion. This motion was unanimously approved by board members.

Only comment from the audience was Adrian Kwist of 109 Reynolds Road asking if the BAR would have purview over the CPW Project. Chairman Dixon explained that this project was not in the Historic District and would be reviewed by the Commercial Design Review Board.

Meeting adjourned at 7:30 PM.

Respectfully Submitted,
Lucy Dreyer, Planner

Date: _____

Approved: Philiip Dixon, Chairman _____

Or,

Dr. David Price, Vice Chairman _____

RECUSAL STATEMENT

Member Name: Jeff Bowers

Meeting Date: October 6, 2014

Agenda Item: **Section** _____ **Number:** 4

Topic: 208 S. Cedar, 200, 206 and 210 W. Richardson Ave.

The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.

Justification to Recuse:

____ **Professionally employed by or under contract with principal**

____ **Owns or has vested interest in principal or property**

X **Other:** Partner in a Real Estate firm that is involved in the sale of this Property.

Date: 9-29-14 _____

Member

Approved by Parliamentarian: _____

RECUSAL STATEMENT

Member Name: Jeff Bowers

Meeting Date: November 3, 2014

Agenda Item: **Section** _____ **Number:** _____

Topic: 208 S. Cedar, 200, 206 and 210 W. Richardson Ave

The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.

Justification to Recuse:

____ **Professionally employed by or under contract with principal**

____ **Owns or has vested interest in principal or property**

X **Other:** Partner in a Real Estate firm that is involved in the sale of this Property

Date: 10-28-14 **Member**

Approved by Parliamentarian: _____

RECUSAL STATEMENT

Member Name: Jeff Bowers

Meeting Date: 4-6-15

Agenda Item: **Section** _____ **Number:** _____

Topic: Dorchester Hotel

The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the council member (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.

Justification to Recuse:

____ **Professionally employed by or under contract with principal**

____ **Owns or has vested interest in principal or property**

4 **Other:** _____

Date: 4-6-15 _____ **Member**

Approved by Parliamentarian: _____

From: pricehousebb@gmail.com
Subject: Re: Workshop - Dec. 12, 2014
Date: December 5, 2014 at 10:01 PM
To: Dreyer, Lucy ldreyer@summervillesc.gov, aerie@ix.netcom.com, kwistcr@aol.com, CecileLanghamCothran@gmail.com, rachel@swallowtailarchitecture.com, bhuggins2@gmail.com

I will be there as soon as I can. David
Sent from my Verizon Wireless BlackBerry

From: "Dreyer, Lucy" <ldreyer@summervillesc.gov>
Date: Fri, 5 Dec 2014 20:28:49 +0000
To: aerie@ix.netcom.com<aerie@ix.netcom.com>; pricehousebb@gmail.com<pricehousebb@gmail.com>; kwistcr@aol.com<kwistcr@aol.com>; CecileLanghamCothran@gmail.com<CecileLanghamCothran@gmail.com>; rachel@swallowtailarchitecture.com<rachel@swallowtailarchitecture.com>; bhuggins2@gmail.com<bhuggins2@gmail.com>
Subject: Workshop - Dec. 12, 2014

Per our phone conversation this afternoon, we have the BAR requested workshop scheduled for December 12, 2014 with Mr. Applegate for the Dorchester Hotel Project. To avoid any possibility of a quorum (as this is not a public meeting), please stay within your agreed time frame. Please remember this is a workshop to give you an opportunity to review plans and discuss concerns from prior meetings.

Our workshop will be held in the conference room on the 3rd floor near council chambers. Groups are as follows:

11 – 12:00 AM	Phil Dixon, Cecile Cothran and Rachel Burton
1 – 2:00 PM	David Price, John Kwist and Beth Huggins (not confirmed yet)

If you have any questions, please give me a call.

Lucy Dreyer
Town of Summerville
843 851 4214

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From: **Lucy Dreyer** ldreyer@summervillesc.gov
Subject: Workshop
Date: December 11, 2014 at 10:35 AM
To: kwistcr@aol.com, aerie@ix.netcom.com, pricehousebb@gmail.com, CecileLanghamCothran@gmail.com, rachel@swallowtailarchitecture.com, bhuggins2@gmail.com

Just a reminder about the workshop for the Hotel Project tomorrow:

1st Group – 11 to 12:00 noon

Phil Dixon

Cecile Cothran

Rachel Burton

2nd Group – 1 to 2 pm

David Price

John Kwist

Beth Huggins

This will be conducted in the Annex Building, 3rd floor Conference Room next to Council Chambers. Let me know if you have any questions.

Lucy Dreyer
Town of Summerville
843 851 4214

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From: Dreyer, Lucy ldreyer@summervillesc.gov
Subject: Commercial Project
Date: July 21, 2014 at 9:36 AM
To: aerie@ix.netcom.com, pricehousebb@gmail.com, rachel@swallowtailarchitecture.com, kwistcr@aol.com, bhuggins2@gmail.com, jeff@jeffbowers.com, ccoth444@aol.com

As I'm sure you all know by now, the Town is partnering with Applegate & Company in a commercial project involving a new hotel, parking garage, conference center and condos. The Mayor would like to get your input and thoughts on this project while still in the very early stages of design. His thought is to meet you at his home (219 Sumter Avenue) in a casual setting, two board members at a time for approximately 30 minutes (no possibility of it looking like a quorum). All of you have busy schedules as does the Mayor so this might get tricky. The following are times he has available this week starting this afternoon.

July 21st (Monday)	2:30 PM
July 23rd (Wednesday)	5:30 PM
July 29th (Tuesday)	5:15 PM

Please let me know asap if any of these times will work for you. Phil, I realize you are out of town this month and will not be able to attend any of these times. Thanks for your attention to this request.

Lucy Dreyer
Town of Summerville
843 851 4214

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William C. Collins, Mayor

Council Members:
Terry Jenkins, Mayor Pro Tem
Walter Bailey
Aaron Brown
Kima Garten-Schmidt
Robert Jackson
William McIntosh



Town Clerk and Treasurer
Lisa L. Wallace

Town Attorney
G.W. Parker

Town of Summerville

September 29, 2014

Board of Architectural Review
Town of Summerville
200 S Main Street
Summerville, SC 29483

Re: Request Permission to Demolish Building at 210 W. Richardson Avenue

Dear Board Members:

This structure has been neglected for some time and has a mold issue. The Town has gotten contractors to look at the damage and evaluate a course of action to repair the structure. The problem is that the moisture damage has gone undetected for so long that the cost to repair the structure has become prohibitive. There is wood rot and mold in the walls and ceiling. We removed a portion of the interior wall covering on the rear wall and found that vines have been growing within the wall cavity. The entire structure would have to be gutted and a significant amount of wood would need to be replaced to get rid of the mold and wood rot.

We do not believe that this building has much historical significance and it would be in the Town's best interest to demolish this structure rather than sink taxpayer dollars into trying to repair this structure.

Sincerely,

Richard E. Palmer
Building Official
Summerville, SC

Sec. 32-131. - B-3 general business.

(a) *Purpose.* The purpose of this B-3 district is to provide for general business and commercial areas designed to encourage the continuance and formation of a compatible and economically healthy environment.

(b) *Permitted uses.* A building or premises in the B-3 district may be used for the following purposes:

(1) All types of business and commercial activity related to retail sales, business and professional offices, financial institutions, gasoline filling stations and repair garages, personal service shops and limited wholesale activity.

(2) Restaurants, bars, limited amusement centers, liquor stores and party shops.

(3) Private clubs, walk-in theaters, assembly and concert halls.

(4) Commercial kennels and veterinary clinics.

(5) Any residential uses and uses allowed in B-1 or B-2 within the requirements of each district.

(c) *Accessory uses.* Accessory uses in the B-3 district are as follows: Uses on the same lot and customarily incidental to the permitted uses including, but not limited to, private garages or parking structures for vehicles, off-street parking and loading zones and storage facilities.

(d) *Area and yard requirements.* Area and yard requirements in the B-3 district are as follows:

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 50 feet.

(3) Front yard setback: 30 feet. Exceptions may occur for situations as approved by the town's commercial design review board when reviewing for approval the siting of a proposed new building such as on those properties considered a part of the town's commercial business district or within a town center planned development. In these instances, the board may approve the structure to be sited closer to the property line than 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(e) *Permitted uses.* These uses (subsections (e)(1)—(8), below) shall meet the conditions set forth in subsections (f)(1)—(5) below.

(1) New and or used car, truck and machinery sales and or repair.

(2) Funeral homes.

(3) Major amusement facilities including golf driving ranges, golf courses, roller skating rinks and swimming pools.

(4) Hotels and motels.

(5) Campgrounds and overnight trailer courts.

(6) Wholesale, warehouse and storage facilities including building materials and lumberyards.

(7) Drive-in theaters and restaurants.

(8) Transportation facilities including bus depots, trucking facilities and services that require the use of a fleet of vehicles.

(f) *Area and yard requirements.*

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 100 feet.

(3) Front yard setback: 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(g) *Signs.* Sign regulations for the B-3 district are found in article VI of this chapter.

(h) *Parking requirements.* Parking requirements for the B-3 district are found in article VII of this chapter.

(i) *Building design and site plan review.* Building design and site plan review for the B-3 district are as follows:

(1) Maximum building height: 55 feet. This maximum height limit may be waived on those parcels that meet the following conditions:

a. The parcel has at least 50 feet of frontage on a publicly maintained roadway; and

b. The parcel fronts on U.S. Hwy. 78, or is located north of U.S. Hwy. 78 as the town currently and continues to extend towards and beyond Interstate 26; and

c. The parcel is located within the block of U.S. Hwy. 78, and extends the width of the block to either West 4th North Street or East 4th North Street; and

d. Approval for other areas of town may be considered for overall height approval by the board of architectural review for the historic district or the commercial design review board for all other commercial areas of the town.

(2) Maximum impervious surface area: 80 percent.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0601, § 20-35, 6-1-2001; Ord. No. 08-0802, 9-10-2008; Ord. No. 11-1202, 1-11-2012)

Cross reference— Businesses, ch. 6.

(g) *Building design and site plan review.* Building design and site plan review for the PL district are as follows:

(1) Maximum building height: As approved by town council.

(2) Maximum impervious surface area: As approved by town council.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0601, § 20-39, 6-1-2001)

Sec. 32-136. Central business district; purpose.

The purpose of this central business district is to recognize and follow special conditions created by the development of the downtown area of the town. In this central business district, the area and yard requirements and the parking requirements may be waived and the impervious surface area may be set at 100 percent. The requirements for building heights, signs, building design and site plan review for each zoning district and all building codes will remain in effect to maintain the safe, orderly development of this area.

(Ord. No. 2001-0601, § 20-40, 6-1-2001)

Sec. 32-137. Nonconforming uses and structures.

(a) *Continuation of nonconforming use of land.* The lawful use of land existing at the time of adoption of this chapter, or of an amendment thereto, although such use does not conform to the provisions thereof, may be continued; but if such nonconforming use is discontinued, as evidenced by lack of use for a period of at least one year (12 consecutive months) or for 18 accumulative months during any three-year period, or by substitution of a conforming use, any future use of such land shall be in conformity with the provisions of this chapter.

(b) *Continuation of nonconforming use of structure.* The lawful use of a structure, existing at the time of the adoption of this chapter, or of an amendment thereto, although such use does not conform to the provisions hereof, may be continued and such use may be extended throughout the structure; provided, however, that no structural alterations are made, other than those necessary to assure the safety of the structure; and provided, further, that such extension does not displace a conforming use in a district established by this chapter.

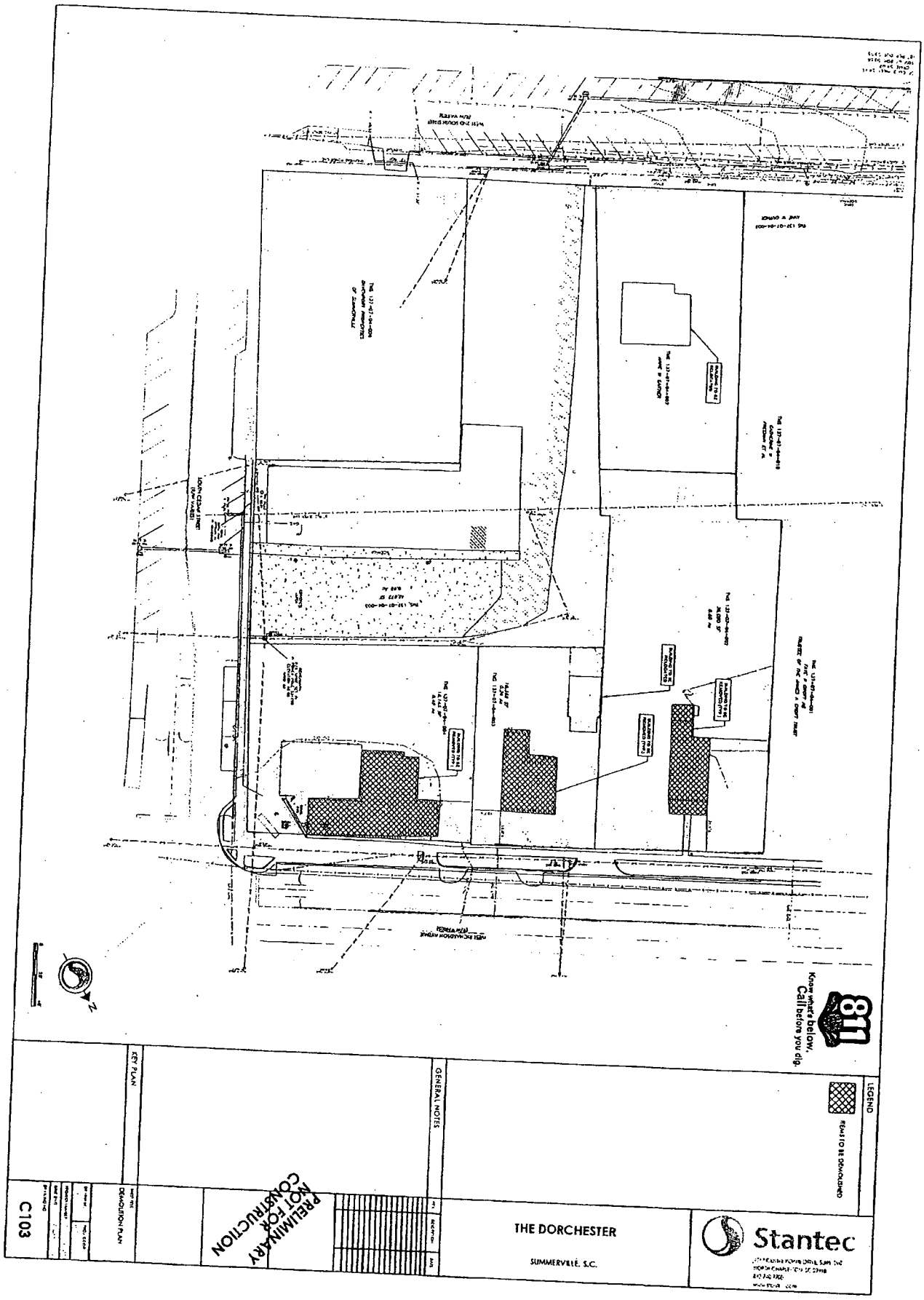
(c) *Changing of a nonconforming use.* Whenever a nonconforming use of a structure has been changed to a conforming use, such use shall not thereafter be changed back to a nonconforming use. Existing nonconforming uses which become conforming through a change in land classification submitted by the applicant shall be required to meet all off-street parking, boarding and screening as applicable to that district.

(d) *Restoration and rebuilding.* No building or structure or mobile home utilized for residential use that is damaged by fire or other causes to the extent of 50 percent of its appraised value shall be repaired or rebuilt except in conformity with all the regulations of this chapter. Exception: In the R-1 zoning district, the principal building or structure may be repaired or rebuilt to the same size, scale and decor as it originally existed.

(e) *Nonconforming approved lots of record.* Any lot of record at the time of passage or amendment of this chapter which does not comply with this chapter shall be considered a nonconforming lot.

(Ord. No. 2001-0601, § 20-41, 6-1-2001)

State law references: Nonconformities, S.C. Code 1976, § 6-29-730.


KEY PLAN
GENERAL NOTES
LEGEND
DEMOLITION PLAN
C103
PRELIMINARY
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CONSTRUCTION
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SUMMERVILLE, S.C.
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Call before you dig.

The Summerville Preservation Society

P O Box 511
Summerville, SC
29484

Board Members:
Heyward Hutson, President
Herbert Boland, First Vice President
Judy Moss, Second Vice President
Edwin Walker, Third Vice President (SP)
Faye Croft, Treasurer
Barbara Pennington, Secretary
Carolyn Buscaglia, Cor. Secretary
Ellis Barker, Chm Bldg & Grnds

January 12, 2015

The Board of Architectural Review (BAR)
Town of Summerville
200 S. Main Street
Summerville, SC29483

Re: Disposition of Houses/Building at 200, 206, and 210 W. Richardson Ave., 208 S. Cedar St. and 213 W. 2d South St.

Dear Chairman Dixon and BAR Members:

It is the position of the Summerville Preservation Society that the BAR should not be addressing the boutique hotel project while litigation is pending pursuant to the complaint filed in circuit court in December 2014 of which you should now be informed. You may read the 92 page complaint on line at www.dropbox.com/s/b5t1xwclqeup5qr/12%2022%2014%20Corrected%20summons%20and%20complaint.pdf?dl=0

Nevertheless, the Society wishes to reiterate its position regarding the disposition of historic properties impacted by the proposed boutique hotel project. The Society believes that all historic structures should remain in place on the sites where they are located. Demolition or removal of these structures and their replacement by the massive buildings of the hotel, condos, parking garage and conference center etc would significantly change the neighborhood of this block of the historic district.

Moreover, with the exception of the old service station building, the Society rejects the notion that any of these structures should be demolished because of environmental issues.

Accordingly, the BAR should not make any decisions about the disposition of any structures on these sites until the outcome of the litigation determines whether or not the boutique hotel project moves forward.

Respectfully,

Heyward G. Hutson

Heyward G. Hutson
President, SPS

15-01-29 P01:59 IN

The Summerville Preservation Society

P O Box 511
Summerville, SC
29484

Board Members:
Heyward Hutson, President
Herbert Boland, First Vice President
Judy Moss, Second Vice President
Edwin Walker, Third Vice President (SP)
Faye Croft, Treasurer
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Board of Architectural Review (BAR)
Town of Summerville
200 S. Main St.
Summerville, SC 29483

Re: Corrections to 3 Nov. 2014 BAR Meeting Minutes

Dear Chairman Dixon and BAR Members:

This letter is written to inform you of serious errors of omission and commission in the minutes of the 3 Nov. 2014 BAR Meeting.

When I was allowed to address the BAR at that meeting, I read from the Public-Private Partnership Agreement Between Town of Summerville, Town of Summerville Redevelopment Corporation and Applegate & Co on page 5, paragraph 8.a. as follows: "Prior to submission for review and approval to any public agency for permitting or certificate of appropriateness, DEVELOPER will submit a final design for both the PUBLIC and PRIVATE IMPROVEMENTS to the RDC for review and approval." I then asked: "When did the RDC meet, review and approve? Please provide proof."

I read paragraph 8.a. of the Agreement to insure that the members of the BAR understood that they should not be addressing the Boutique Hotel Project and that the BAR could only do so after final approval by the RDC of the Developer's "final design." The statement that "...and Mr. Hutson is under the impression that a final design has been submitted and approved by the Corporation unbeknownst to the BAR" is incorrect and must be removed from the minutes to insure that there is a correct legal record of BAR actions. In addition, the point I did make to the BAR should be stated accurately for the record.

The Agreement states that "The project site and architectural design will be based on the conceptual provided in Exhibit F, and as agreed upon by the PARTIES." Substantial changes have been made at least twice to Exhibit F of the Agreement and the most recent conceptuals have not been approved first by the RDC. The BAR, therefore, cannot act to approve the "conceptuals" or the "preliminary" plans of the applicant until the new designs specifically are approved by the RDC. Again, the official record of the BAR meetings and actions must reflect my recommendation against further BAR decisions regarding the Dorchester hotel complex until and unless the precise design, including the most recent design changes, to be considered by the BAR has been approved by the RDC.

Respectfully,

Heyward G Hutson
President, SPS

Mr. Chairman and Board and Board Members:

My name is Faye Croft and I'm the trustee for my deceased husband's James A. Croft Trust. Included in that trust is his family home at 213 W. Richardson Ave, the corner lot right beside The Finucan property or right behind the hotel complex running along side of the proposed 4 story condos with a rooftop bar on top. Over the week end I went outside with a tape measure and measured distance from my 2 bedrooms windows to the property line of the Finucan property. I also measured the distance from the sun-room windows, which run down the entire side of the house. It is 34 ft. from my bedrooms and 25 ft. from my sun-room. I complained to the mayor when the Preservation Society Board members met with him just before he left for his European vacation. He told me that what he showed us were only the preliminary drawings and they could probably move the condos further down and I should talk to the architect.

I spoke with the architect after the September town council meeting, and plans never changed. NOW TELL ME ; "HOW WOULD YOU LIKE TO HAVE THESE 4 STORY EYESORES THAT CLOSE TO YOUR ONE STORY HOUSE AND BLOCKING ALL SUNLIGHT AND LOOKING INTO YOUR PRIVATE AREA?' And the same question applies to 'HOW WOULD YOU LIKE HAVING THE BAR ROOM NOISE THAT CLOSE TO YOU SLEEP-ING AREA?" This would require that the windows would never be raised to allow fresh air And that the blinds would have to be closed at all times. And what about the construction noise For 2 years? WERE THE NEIGHBORS EVER CONSIDERED IN THE PLANS?

My father-in-law was one of the 3 founders of the Coca Coal Company in Summerville and he built the house in 1932 just across from where he worked. I never thought I'd have to worry about the town damaging the historic district. After all the historic district is the tourist's charm of Summerville. I love that house with the hardwood floors, the fireplaces and mantels, the 2010 kitchen renovation with built in cabinets and new appliances including the washer and dryer on the back porch, the bathroom renovation with tile, and a raised tile pedestal for the claw foot bathtub. I had installed.

I have special memories connected with this house, especially "Christmas at Granny's house, family reunions in the back yard eating at Granny's and the opportunity to get to love her 2 sisters who lived with her, and sitting in the front porch swing watching parades go by. My hopes that one of my 2 grandsons will live in this house when they finish college. This is my objection to the hotel complex.

\

My other very strong objection id what effect the complex will have on my church, which is The Lutheran Church across from the assumed exit now planned for the demolition of the house at 213 2nd South Street. My church has been using the parking space along this one way street for decades and decades. It is the only access to the sanctuary we have. We have recently had 3 very large funerals plus almost 8oo people attend Christmas Eve services. Do the mayor, town council members, and the developers not have any respect for a church that dates back to around 1917 or how it will affect the church? In addition to the parking problem, water drainage \ coming from the corner of Cedar and W. Richardson Ave. will be increased after all the trees that will be cut to make room for the complex. The drainage will be a lot of contamination coming from where there were there were large gasoline barrels flowing to the church day school play-

ground. How is construction of the hotel going to prevent this from happening?

HAND DELIVERED

January 5, 2015

Mr. Phillip Dixon, Chairman
Board of Architectural Review
Town of Summerville

Dear Mr. Chairman and Members:

The first item on your agenda tonight under "Old Business" concerns the Dorchester hotel.

According to the Town website, Applegate & Co., the developer, will propose substantial alterations to its previous conceptual plans: a reduction in the height of the condominiums from 4 to 3 stories and an addition of another private parcel of approximately 1/2 acre to the development footprint.

A vote tonight to move this project from "conceptual approval" to "preliminary approval" violates State law. South Carolina Code of Laws section 31-10-100 addresses steps that must be followed by a Redevelopment Commission when advancing redevelopment plans. First, the Redevelopment Commission must hold a hearing to adopt this latest modification as its "final plan." If it does, the Dorchester plan must be approved by the Town Council before the BAR can consider it.

In fact, neither the RDC nor the Town Council has ever held a public hearing on the Dorchester hotel project. Instead, the Town Council and the RDC held public hearings on the Vision Plan, which contained a small reference to a "mixed-use" hotel project. On June 25, 2014, the Redevelopment Commission held a public hearing "to adopt the Vision Plan as its Redevelopment Plan." The reference to the mixed-use hotel project in the Vision Plan differs significantly from all prior and the current plan submitted by Applegate & Co.

The "Public-Private Partnership Agreement" entered into by the Town with Applegate & Co. and others, without a public hearing, confirms this requirement: Section 8, "Project Design and Construction" (a) "Site and Architectural Design," states: "The project site and architectural design will be based on the conceptual provided in Exhibit F. . . .Prior to submission for the review and approval to any required public agency for permitting or certificate of appropriateness, Developer will submit a final design for both the private and public improvements to the RDC for review and approval."

The substantial changes made to tonight's conceptuals have not been approved by the RDC or the Town Council. In fact, neither body has approved anything other than the Vision Plan's reference of the hotel. The BAR, therefore, cannot act tonight to approve the Applicant's "conceptual" or the "preliminary" plans until all prerequisite approvals have been given.

Respectfully submitted,

Peter Gorman
East Historic District Civic Association

January 7, 2015

Mr Phillip Dixon, Chairman
Board of Architectural Review
200 S. Main St.
Town of Summerville
South Carolina 29483

Mr. Chairman and Members:

The B.A.R. actions at your January 5, 2015 meeting to approve the conceptual design of the Dorchester hotel complex without allowing public comment were disrespectful, unkind and demonstrated a disregard for your duty to the citizens of Summerville.

Your meeting date and agenda were announced on the Town website 7 days prior, on December 29, 2014. On January 2, 2015, members of the public approached the Planning Desk in Town Hall and asked to view the revised Applegate & Co. "application." They were told by the BAR secretary, Lucy Dryer, that they must file a FOIA request and that the Town can take up to 15 days to respond. Thus, citizens were denied the opportunity to inform themselves about matters on your agenda.

Before the meeting was called to order, it was obvious that there were far too few seats to accommodate the number of people crowded into the second-floor hearing room of Town Hall. Courtesy dictates that the meeting should have been moved to the third-floor Council chambers, especially since many of the attendees were seniors. Not only did you refuse to move the meeting, you changed the order of the hearing items, forcing approximately 30 people to stand for 90 minutes to await member discussion of the Applegate proposal.

When you opened the meeting, you asked members of the public present to limit their remarks to three minutes and not to repeat previous testimony. Members of the public present had prepared remarks and every expectation that they would be given the opportunity to offer them. Yet, after your committee heard from Mr. Applegate for 45 minutes and discussed the matter among yourselves, you called for the vote and then declared the meeting closed, effectively denying the public any chance to participate in a decision regarding how their tax money will be spent by the Town.

Finally, your decision to move this project from "conceptual approval " to "preliminary approval" violates State law. S.C. Code Section 31-10-100 addresses steps that must be followed by a Redevelopment Commission (RDC) when advancing redevelopment plans. Neither the RDC nor the Town Council has ever held a public hearing on the Dorchester hotel project. Instead, the Town Council and the RDC held public hearings on the Vision Plan which contained a reference to a "boutique hotel/mixed-use development." On June 25, 2014, the RDC held a public hearing "to adopt the Vision Plan as its Redevelopment Plan." The illustration of the mixed-use hotel project in the Vision

Plan differs significantly from all prior and current plans submitted to the BAR by Applegate & Co. None of these plans has been approved by the RDC or the Town Council prior to BAR hearings.

The Town's own "Public-Private Partnership Agreement" with the RDC and Applegate & Co. confirms this requirement. Section 8, "Project Design and Construction" (a) "Site and Architectural Design" states: "The project site and architectural design will be based on the conceptual provided in Exhibit F.....Prior to submission for the review and approval to any required public agency for permitting or certificate of appropriateness, DEVELOPER will submit a final design for both the PRIVATE and PUBLIC IMPROVEMENTS to the RDC for review and approval." The "public agency" referenced above obviously refers to the BAR.

Substantial changes have been made to Exhibit F of the Public-Private Partnership Agreement, and the Applegate conceptuals have not been approved first by the RDC or the Town. In fact, neither body has approved anything other than the Vision Plan with its insignificant reference to a hotel. The BAR, therefore, should not have acted to approve the "conceptual" or the "preliminary" plans of the applicant until all prerequisite approvals had been given. Until this happens, the vote on January 5, 2015, must be considered invalid.

Respectfully Submitted,

Peter Gorman
East Historic District Civic Association

cc: Mayor William C. Collins
Mayor Pro-tem Terry Jenkins
Councilman Walter Bailey
Councilman Aaron Brown
Councilman Bob Jackson
Councilwoman Kima Garten-Schmidt
Councilman Bill McIntosh
Ms. Lucy Dryer, Secretary

Mr. Chairman and Board and Board Members:

My name is Faye Croft and I'm the trustee for my deceased husband's James A. Croft Trust. Included in that trust is his family home at 213 W. Richardson Ave, the corner lot right beside The Finucan property or right behind the hotel complex running along side of the proposed 4 story condos with a rooftop bar on top. Over the week end I went outside with a tape measure and measured distance from my 2 bedrooms windows to the property line of the Finucan property. I also measured the distance from the sun-room windows, which run down the entire side of the house. It is 34 ft. from my bedrooms and 25 ft. from my sun-room. I complained to the mayor when the Preservation Society Board members met with him just before he left for his European vacation. He told me that what he showed us were only the preliminary drawings and they could probably move the condos further down and I should talk to the architect.

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ground. How is construction of the hotel going to prevent this from happening?

Town of Summerville

Department of Planning & Development

BOARD OF ARCHITECTURAL REVIEW SIGN IN SHEET – 3 MINUTE LIMIT

Name	Address
RUDD SMITH	201 S. HICKORY ST, S'VILLE
JOYCE DELK	209 ESSEX DR. S'VILLE
MARY BECKER	107 E. Johnston St S'ville
ROBERT KLINGER	107 E JOHNSTON ST SUMMERVILLE
Christine Czarnik	406 S. Gum St Summerville
Anne Gaither	213 W 2nd SSt S'ville
DAVID COMER	708 W. RICHARDSON AVE S'VILLE
Mary Comer	" " " " "
Bob Chrysam	317 Sumter AVE S'ville
PETER GORMAN	313 S. MAGNOLIA S'VILLE
Adriaan KWIST	109 Reynolds Rd. S'ville
Faye Croft	1596 Longridge Rd. MC 214 W. Richardson
Linda Shelbourne	201 South Palmetto, 29483
Diane Frankenhuis	310 Central Ave 29483
Ed Hareshaw	208 S. Pine St
Heyward Hutson	215 Golf Rd S'ville 29483
Rodd Davenport	S Cedar

want to peak last →

10/6/2014

or historical significance of the structure under consideration and the exterior form and appearance of any proposed additions or modifications to that structure as well as the effect of such change or additions upon other structures in the vicinity.

(b) *Demolition.* No building or structure designated as historic shall be demolished or otherwise removed until the owner thereof has received a certificate of appropriateness from the board. Upon receipt of an application to demolish a structure, the secretary to the board shall publish a display advertisement in a newspaper of general circulation in the town at least 14 days before the meeting informing the public that such application has been received, detailing the date, time and place of the meeting at which it will be considered and stating the public will have an opportunity to comment at such meeting. In addition, any group or organization which requests in writing to the secretary that they be informed of any demolition applications shall be sent a notice in the form of a letter to the address provided by the organization to the secretary.

(c) *Delays and postponements.* The board may delay the granting of the certificate of appropriateness for a period of up to 180 days from the time of the filing of the application with the designated town official. The board may extend this postponement for a certificate of appropriateness with regards to a request to demolish a structure for another 180 days after a finding by the board that the structure is of extreme historical importance to the people and town.

(1) Within the period of postponement of such demolition of any building, the board shall take steps to ascertain what can be done to preserve such buildings. Such steps shall include, but will not be limited to, consultation with civic groups, interested citizens and public boards and agencies. Additionally, the building inspector shall be instructed to ensure that the intent of the board is not thwarted through demolition by neglect.

(2) After the postponement has elapsed, if the board has been unable to determine an adequate alternative to demolition, the certificate of appropriateness may be granted.

(3) If the board finds that a building proposed for demolition is of no particular historical significance or value towards maintaining the historical character of the town, it may issue the certificate of appropriateness in the normal manner.

(d) *New construction, modification, repair, restoration.* When considering an application for a certificate of appropriateness for new construction, modification, repair or restoration, the board shall use the Secretary of the Interior's Standards for Rehabilitation as guidelines in making its decisions. In addition, the board may adopt more specific guidelines for local historic districts or historic properties, and local historic buildings. These guidelines serve as the basis for determining the approval, approval with modifications or denial of an application. The Secretary's Standards for Rehabilitation are:

(1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or modification of features and spaces that characterize a property shall be avoided.

(3) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize property shall be preserved.

(6) Deteriorated historical features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

Sec. 32-131. - B-3 general business.

(a) *Purpose.* The purpose of this B-3 district is to provide for general business and commercial areas designed to encourage the continuance and formation of a compatible and economically healthy environment.

(b) *Permitted uses.* A building or premises in the B-3 district may be used for the following purposes:

(1) All types of business and commercial activity related to retail sales, business and professional offices, financial institutions, gasoline filling stations and repair garages, personal service shops and limited wholesale activity.

(2) Restaurants, bars, limited amusement centers, liquor stores and party shops.

(3) Private clubs, walk-in theaters, assembly and concert halls.

(4) Commercial kennels and veterinary clinics.

(5) Any residential uses and uses allowed in B-1 or B-2 within the requirements of each district.

(c) *Accessory uses.* Accessory uses in the B-3 district are as follows: Uses on the same lot and customarily incidental to the permitted uses including, but not limited to, private garages or parking structures for vehicles, off-street parking and loading zones and storage facilities.

(d) *Area and yard requirements.* Area and yard requirements in the B-3 district are as follows:

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 50 feet.

(3) Front yard setback: 30 feet. Exceptions may occur for situations as approved by the town's commercial design review board when reviewing for approval the siting of a proposed new building such as on those properties considered a part of the town's commercial business district or within a town center planned development. In these instances, the board may approve the structure to be sited closer to the property line than 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(e) *Permitted uses.* These uses (subsections (e)(1)—(8), below) shall meet the conditions set forth in subsections (f)(1)—(5) below.

(1) New and or used car, truck and machinery sales and or repair.

(2) Funeral homes.

(3) Major amusement facilities including golf driving ranges, golf courses, roller skating rinks and swimming pools.

(4) Hotels and motels.

(5) Campgrounds and overnight trailer courts.

(6) Wholesale, warehouse and storage facilities including building materials and lumberyards.

(7) Drive-in theaters and restaurants.

(8) Transportation facilities including bus depots, trucking facilities and services that require the use of a fleet of vehicles.

(f) *Area and yard requirements.*

(1) Minimum lot size: Not applicable.

(2) Minimum lot frontage: 100 feet.

(3) Front yard setback: 30 feet.

(4) Side yard setback: Buffer requirements for protection of adjacent property.

(5) Back yard setback: Buffer requirements for protection of adjacent property.

(g) *Signs.* Sign regulations for the B-3 district are found in article VI of this chapter.

(h) *Parking requirements.* Parking requirements for the B-3 district are found in article VII of this chapter.

(i) *Building design and site plan review.* Building design and site plan review for the B-3 district are as follows:

(1) Maximum building height: 55 feet. This maximum height limit may be waived on those parcels that meet the following conditions:

a. The parcel has at least 50 feet of frontage on a publicly maintained roadway; and

b. The parcel fronts on U.S. Hwy. 78, or is located north of U.S. Hwy. 78 as the town currently and continues to extend towards and beyond Interstate 26; and

c. The parcel is located within the block of U.S. Hwy. 78, and extends the width of the block to either West 4th North Street or East 4th North Street; and

d. Approval for other areas of town may be considered for overall height approval by the board of architectural review for the historic district or the commercial design review board for all other commercial areas of the town.

(2) Maximum impervious surface area: 80 percent.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0501, § 20-35, 6-1-2001; Ord. No. 08-0802, 9-10-2008; Ord. No. 11-1202, 1-11-2012)

Cross reference— Businesses, ch. 8.

(g) *Building design and site plan review.* Building design and site plan review for the PL district are as follows:

(1) Maximum building height: As approved by town council.

(2) Maximum impervious surface area: As approved by town council.

(3) See article VIII of this chapter for site plan review requirements.

(Ord. No. 2001-0601, § 20-39, 6-1-2001)

Sec. 32-136. Central business district; purpose.

The purpose of this central business district is to recognize and follow special conditions created by the development of the downtown area of the town. In this central business district, the area and yard requirements and the parking requirements may be waived and the impervious surface area may be set at 100 percent. The requirements for building heights, signs, building design and site plan review for each zoning district and all building codes will remain in effect to maintain the safe, orderly development of this area.

(Ord. No. 2001-0601, § 20-40, 6-1-2001)

Sec. 32-137. Nonconforming uses and structures.

(a) *Continuation of nonconforming use of land.* The lawful use of land existing at the time of adoption of this chapter, or of an amendment thereto, although such use does not conform to the provisions thereof, may be continued; but if such nonconforming use is discontinued, as evidenced by lack of use for a period of at least one year (12 consecutive months) or for 18 accumulative months during any three-year period, or by substitution of a conforming use, any future use of such land shall be in conformity with the provisions of this chapter.

(b) *Continuation of nonconforming use of structure.* The lawful use of a structure, existing at the time of the adoption of this chapter, or of an amendment thereto, although such use does not conform to the provisions hereof, may be continued and such use may be extended throughout the structure; provided, however, that no structural alterations are made, other than those necessary to assure the safety of the structure; and provided, further, that such extension does not displace a conforming use in a district established by this chapter.

(c) *Changing of a nonconforming use.* Whenever a nonconforming use of a structure has been changed to a conforming use, such use shall not thereafter be changed back to a nonconforming use. Existing nonconforming uses which become conforming through a change in land classification submitted by the applicant shall be required to meet all off-street parking, boarding and screening as applicable to that district.

(d) *Restoration and rebuilding.* No building or structure or mobile home utilized for residential use that is damaged by fire or other causes to the extent of 50 percent of its appraised value shall be repaired or rebuilt except in conformity with all the regulations of this chapter. Exception: In the R-1 zoning district, the principal building or structure may be repaired or rebuilt to the same size, scale and decor as it originally existed.

(e) *Nonconforming approved lots of record.* Any lot of record at the time of passage or amendment of this chapter which does not comply with this chapter shall be considered a nonconforming lot.

(Ord. No. 2001-0601, § 20-41, 6-1-2001)

State law references: Nonconformities, S.C. Code 1976, § 6-29-730.

BAR 11.3.14

Phil D
John K
Cecile C
Jeff B
Rachel B
Beth H absent

Minutes - Approved amended version of Oct.

Rachel presented recused herself

Smith Cottage - Approved As submitted

Jeff Burrell recused himself

The Dorchester

Arthur Applegate presented

Asked Price to change pool to courtyard or potential auto entrance have Y provide through deal

AA - would require re-design but would look at

CC - same idea, cooperate with Y - don't need pool - could reduce footprint

AA - will look at with partner Chas. Hotels

CC - don't like 4th floor of condos

AA - if compared to a house yes but is in comparison & well within 55' allowed

JK - removal of halo good - thanked for this & interest in walls in/out; agree with CC on 4th story of condos set back; just because can go taller doesn't mean you should; should compare at eave height not ridge; height is too in your face, overbearing; detail looks beachfront not suite; AC units on roof inappropriate for this type of hotel - looks like motel; finishations?; traffic still a concern - one way in/out; relocate not demolish bldg.; some effort need to be made to save pine tree

AA - thank you

RB - hotel - little more detail in windows needed
conference - like as 1 story; would like to see 2 story option with changes before any type of app of that option as a possibility
AA - would elevate 1 story as seen
RB - would want to see
Residential - broken up scale heading in right direction
transition need to be considered with residential
neighborhood - feels like wall
DP - parking garage opened on top; residences could go on top
AA - no open in garage; separated by corridor; separate structure
JK - sacrifice spaces & slide units back - AA - will study
RB - pool - maybe pond with sculpture or reads as pond
AA - will consider
PD - Y stepped back for residences so they wouldn't be blocked; traffic concerns - access
AA - only way to have addt'l access is to elevate conference center
JK - made progress with hotel but it's need work

Rick Pecue, Stantec traffic engineer
CC - study says ok to have entrance at corner
Rick - yes; lane of traffic will not be blocked
JK - traffic counts
Rick - yes, peak hour counts per SCDOT requirements on both S Cedar & W Rochambeau

DP - dont necessarily agree left turns into traffic can be made

JK - need to see in writing & study

PD - congestion
AA - could build without causing some congestion

RB - acceptable limits of SCDOT
Rick went through LOS

CC - garage matters?
AA - parking is essential without would make no sense

JK - valet use Town garage
AA - would be insufficient
looks like

CC - Julie spend $ mil to lift garage to have another access

RB - significance of parking
Rick - would improve some don't have that info

DP - any thought if house at corner of Pine & W Richardson sell to use as access
AA - no

DP - would you consider
AA - don't know how this would increase circulation

Public

① Christine Zarnak 406 S. Gum St. - deliveries / garbage truck; parking - trucks 53' long - spread into neighborhood - not enough
Londas - too modern inappropriate

② Nathan Price pastor at St. Luke's - parking for church on Sunday morning; spaces stay - 2 way street?

③ Wm H____ - access; traffic

④ Drive corner 708 N Richardson - transition from condos to residential too abrupt; step back; windows deserve more treatment; AC wall units → noise

⑤ Georgia Delk? - traffic problems; agree with perspectives of BAR; too big/much for property; condos - don't like less condos for more access?

⑥ Peter Gorman, 5 Magnolia & 3rd - went to see traffic study require to be on town site before vote; traffic impact; contract calls for 30 on street parking spaces are they being built? Elevation shows bulb out - looks like lane narrow encroachment by hotel into cedar; children in playgrounds unsafe (bookends); condos don't belong need to be redesigned; footprint too massive - move to another location

⑦ Heywood Hutton - demolition of 210 N. Richardson still being planned? 4 stories of condo oversized & incompatible; unacceptable to build up to property line (condo side) - existing home contributes significantly to district was used up to 2012 house in any case should be demolished - only relocate Reading Agreement - received by RDC reviewed & approved plans BAR is considering

PD - only looking at conceptual not at final yet

Tree - tourist attraction potential; has to go to Tree Committee

PD- go back and look at again
offered special meeting
explained if deny can't come back for 6 months
so chose to defer to work out details

Adrian Kwist - rooftop bar; do we need - noise;
too large of a hotel; go to Town Council as Board
& speak about traffic
PD- the BAR is appointed & will not go against; go
to Council & ask
AK - traffic is safety concern; hotel too large

Heywood invited BAR to community meeting

Screen porch

Jeff
Brewer
recused

Hotel project BAR 10.6.14



- Tower – need alternatives
- Mechanical equip. hotel → high end does not have this – unsightly noise, condensation stains walls with streaking / dripping – appearance of cheapness on bldg
  HD upgraded unit
- Corner columns balconies oversized – larger on 1st floor, smaller above should be
  - huge sit wholly on balcony
  - too much bldg in space, exceed mass, height, size
  - top floor sit back – recess
  - more in & out of walls for texture
  - giving significant trees?
  - scale reduced, bring height down visually
  - nothing ~~regressive~~ regressive concept in tower in comp. place
- Mass too much for streetscape – need scale model – can't vote in any capacity without model – model gives better feel
  - feel – 2 story clapboard bldg. – height VS. top of this bldg & height of Town Manor & garage – what is 55'?
    Shimmer such bldg including its raised grade
    don't want recourse like 1st & Boulevard project
- agree about height, see more elements that would bring it up
  doesn't reflect feel of town
  - save trees – be more sensitive
- Just like old Pine Forest Inn but know impossible – take look at old pics; look at cupolas; clapboard; yesterday hotel doesn't need to look like commercial
- Site design – really nice how elements fit together; rich streetscape; center interest good idea but look not sure it's right visually – too cold; to DI, sense of proportion & scale not similar
  - rooftop set back – good on cedar; history conference – right scale
  - res. bldg – 4 story wall; porches don't change character – still feels strong

- too massive; too straight of wall on Richardson; abrupt transition from res into hist. neighborhood
not as thoughtful in Cedar St side

tD CC - another entrance besides Cedar
traffic DP - check in
JK - service delivery traffic
gft - delivery trucks for conference center
CC - parking garage could be smaller; how was decision made to have outdoor swimming pool; how was decision made to have conference center history
DP - what constitutes a boutique hotel
tD - not a chain or flagship; will be managed by Marriott brand management
JK - just because it's in SF doesn't mean you should
PD - traffic - really study

JK - not hung up on replication; BTR public has not had opportunity to participate in design like town hall w/ new garage
DP - historic preservation - still in historic district - try to make new bldg sensitive to surrounding (PF Tun would never have been built
PD - held in abeyance
adjourned meeting