

1 TOWN OF KIAWAH ISLAND  
2 BOARD OF ZONING APPEALS  
3 JULY 20, 2020

4 AGENDA:

5 APPLICANT/PROPERTY OWNER: RWS HOLDINGS, LLC  
6 REPRESENTATIVE: ADAM WILSON, ARCHITECT  
7 PROPERTY LOCATION: 26 Surfsong Road  
8 CASE NUMBER: BZA20-000005  
9 ZONING DISTRICT: R-1, Residential Zoning District  
10 APPLICANT/PROPERTY OWNER: MHF REVOCABLE TRUST  
11 REPRESENTATIVE: JOEL WENZEL, ARCHITECT  
12 PROPERTY LOCATION: 489 Old Dock Road  
13 CASE NUMBER: BZA20-000006  
14 ZONING DISTRICT: R-1, Residential Zoning District  
15  
16 APPLICANT/PROPERTY OWNER: MHF REVOCABLE TRUST  
17 REPRESENTATIVE: JOEL WENZEL, ARCHITECT  
18 PROPERTY LOCATION: 489 Old Dock Road  
19 CASE NUMBER: BZA20-000007  
20 ZONING DISTRICT: R-1, Residential Zoning District  
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LOCATION: ZOOM MEETING  
MUNICIPAL CENTER  
KIAWAH ISLAND, SC  
22  
23 REPORTED BY: JENNIFER M. ADAMS  
CERTIFIED SHORTHAND REPORTER  
24 CLARK & ASSOCIATES, INC.  
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A P P E A R A N C E S

BOARD MEMBERS PRESENT:

- RON HACKER, CHAIRPERSON
- WENDY KULICK
- BEN FARABEE
- JAY LEWIS
- FRANK CASSIDY
- SCOTT PARKER

ATTORNEY PRESENT:

- JOE WILSON

STAFF MEMBER PRESENT:

- JOHN W. TAYLOR, JR.

1 MR. HACKER: Okay. It's past 3:00,  
2 so I would like to call to order the July 20th,  
3 2020 meeting of the Town of Kiawah Island Board  
4 of Zoning Appeals. Board members who will hear  
5 the case are the following, and if you'd would  
6 wave or say that you're here.

7 First, Wendy Kulick. Wendy, are you on?

8 MR. TAYLOR: She's trying to get  
9 back on, Mr. Hacker.

10 MR. HACKER: Frank Cassidy?

11 MR. CASSIDY: Here, Ron.

12 MR. HACKER: Scott Parker?

13 MR. PARKER: I'm present.

14 MS. KULICK: Ron, can you hear me?

15 MR. HACKER: Got you, Wendy.

16 MS. KULICK: Thank you.

17 MR. HACKER: Jay Lewis?

18 MR. LEWIS: Here.

19 MR. HACKER: Morris Hanan? Morris  
20 Hanan?

21 MR. TAYLOR: I don't believe he's  
22 on, Mr. Hacker.

23 MR. HACKER: Okay. Ben Farabee?

24 MS. KULICK: Ben is there.

25 MR. HACKER: Ben? Ben Farabee? So

1 we're missing Morris and Ben.

2 MR. TAYLOR: He's muted. He's  
3 here.

4 MR. HACKER: Okay. And then also  
5 myself, Ron Hacker, chairman. As you know, we  
6 have our staff member present, John Taylor, Jr.,  
7 here and then also our attorney Joe Wilson, our  
8 attorney of the BZA.

9 Ben, you're on now? Can you hear me?

10 MR. FARABEE: Can you hear me?

11 MR. HACKER: Okay. I'm  
12 definitely -- I can hear you.

13 MR. FARABEE: Okay.

14 MR. HACKER: Our case rulings --  
15 our case rulings from this and any other BZA  
16 meeting are available for public review and  
17 inspection during normal business hours at the  
18 town hall.

19 And at this time I would like to explain  
20 to the public, and all of you on here, the  
21 workings of the BZA. The Board of Zoning Appeals  
22 is a quasi-judicial body established to interpret  
23 and grant relief from zoning ordinances. The  
24 Board of Zoning Appeals is an adjudication over  
25 three different types of appeals, variances, and

1 special exceptions.

2 Our appeals are heard regarding  
3 administrative actions and decisions by the  
4 zoning administrator or staff. Variances may be  
5 granted when strict application of the zoning  
6 ordinances would cause an unnecessary hardship.

7 The board has -- board's actions must be  
8 based on specific standards as contained in South  
9 Carolina Local Government Planning Enabling Act  
10 of 1994 and the Town of Kiawah Island Zoning  
11 Ordinance.

12 Special exceptions allow the board to  
13 permit uses if certain conditions, as contained  
14 in the zoning ordinance, are met.

15 The simple majority vote of the quorum  
16 present is required to grant variance or to  
17 overturn the decision of the voting -- zoning  
18 administrator in an appeal or grant a special  
19 exception.

20 Because today's hearing is a public  
21 fact-finding meeting, we are in compliance with  
22 the Freedom of Information Act and South Carolina  
23 Code 6-29-70.

24 Fifteen days prior to this hearing, an  
25 announcement was printed in the Post and Courier,

1 a sign was posted on or near the designated  
2 properties and a notice was mailed to the  
3 applicant or their representative to -- also to  
4 residents who live within 300 feet of the  
5 application and to parties of interest.

6 Persons, organizations, and news media  
7 have also -- who have requested a declaration of  
8 our meeting have also been notified.

9 The Freedom of Information Act does not  
10 require notification of anyone other than the  
11 applicant and parties of interest.

12 Our purpose today is for interested  
13 parties to be heard in order to assist the board  
14 in gathering evidence pertinent to each case. If  
15 the members of the BZA feel the need for further  
16 information to clarify a case, the board has the  
17 authority to subpoena witnesses.

18 In addition to your testimony, our board  
19 has been presented written information submitted  
20 to the staff by the applicant or their agent for  
21 which -- for each of the cases. This information  
22 is now considered to be evidence and has entered  
23 into the permanent record of our body. It is  
24 assumed that it is complete, true, and accurate.

25 Also, we have been presented data

1 assembled by the staff for the purpose of  
2 clarifying the location and the effect on  
3 surrounding property.

4 Our board is empowered to approve,  
5 approve with conditions, or to deny your request.  
6 We are also authorized to defer a case should  
7 there be a need for -- to obtain additional  
8 information.

9 If an applicant's request is approved  
10 for a special exception, for variance, or an  
11 appeal of the decision of the zoning  
12 administrator, they must go to the Town of Kiawah  
13 Island to apply for permits.

14 Variances and special exceptions granted  
15 by the BZA are valid for 12 months after this  
16 meeting; however, if an applicant's request is  
17 disapproved, they would -- and they wish to  
18 appeal the decision of this board, their case  
19 must be brought before the -- addressed to the  
20 Circuit Court.

21 South Carolina Code 6-29-820 states that  
22 the appeal must be filed by the applicant within  
23 30 days after the decision of the board is mailed  
24 to them. Failure to file an appeal within the  
25 time limit deprives the Court of the jurisdiction

1 to hear that matter.

2 Because this is a quasi-judicial body,  
3 everything said at this meeting must be complete,  
4 true, and accurate. All of the information  
5 provided to the BZA is considered evidence, and  
6 the board may certify contempt of Circuit Court  
7 if false statements are made either in writing or  
8 orally.

9 Because of this, each person who wishes  
10 to address the board will be sworn in. In order  
11 to expedite this procedure, those wishing to  
12 speak, please identify yourselves and raise your  
13 right hand; and then Joe Wilson, our attorney,  
14 will administer the oath.

15 Turn on your microphones, too.

16 MR. WILSON: So, John, do we have  
17 the applicants on?

18 MR. TAYLOR: Yes. So if we can do  
19 it this way, by just announcing the first case  
20 applicants and then the second case applicants,  
21 we'll do it that way so we know by record who is  
22 on.

23 MR. WILSON: For our first case  
24 applicants on.

25 MR. MCDONALD: This is Mike and

1 Jill McDonald. We aren't the applicant, but we  
2 are neighbors.

3 MR. WILSON: Okay. Well, we'll  
4 need y'all to be sworn in as well.

5 MR. ROCHE: And Kevin Roche and  
6 Peggy Roche also. We are neighbors in the  
7 dispute.

8 MR. WILSON: Okay.

9 MS. SENST: This is Sara Senst, the  
10 ARB director.

11 MR. ANDERSON: Scott Anderson,  
12 Anderson Studio.

13 MR. DODYS: Nick Dodys, legal  
14 representative for the Fuller family.

15 MR. WILSON: Is that everyone? All  
16 right. So everyone who's going to be addressing  
17 the board, I just ask you to stand up and raise  
18 your right hand. Actually, you can sit. It's  
19 fine.

20 (Mr. Wilson swears in Mike and Jill  
21 McDonald, Kevin and Peggy Roche, Sara Senst,  
22 Scott Anderson and Nick Dodys.)

23 MR. HACKER: Thank you, Joe. I  
24 shall now call case BZA 20-000005, 26 Surfsong  
25 Road.

1           First, staff will present facts  
2           pertinent to the case and then shall call the  
3           applicant to address the case. The applicant  
4           shall identify them self and state their name and  
5           current address for the record before presenting  
6           testimony.

7           I will then ask all of those speaking  
8           either in support or against the case, and they  
9           will follow the same procedure of identifying  
10          themselves. They are limited to a two-minute  
11          speech, and the applicant will have two minutes  
12          to rebut anything that is said.

13          At this time I'd like John Taylor to  
14          present the staff findings.

15                 MR. TAYLOR: I'm going to share my  
16          screen here so you-all see the presentation here.  
17          Is everyone able to see?

18                 MS. KULICK: Uh-huh.

19                 MR. HACKER: Yes.

20                 MR. TAYLOR: All right. So our  
21          first case for this afternoon is case number BZA  
22          20-000005. This is a special exception request,  
23          and this is for the placement of an accessory  
24          structure detaches -- detached accessory dwelling  
25          unit in front of the principal building.

1           The property owner, RWS Holdings, is  
2 requesting that particular special exception, and  
3 the project applicant is being represented by  
4 Mr. Adam Wilson of Anderson Studio.

5           The subject property is approximately  
6 31,716 square feet in size, and the property was  
7 acquired by the property owners in 2018.

8           As stated in the ordinance, the  
9 particular setbacks for this particular property  
10 are 30 feet in the front, 15 in the sides,  
11 against lot 25, and then 25 against lot number  
12 27. And then, particularly, regarding the plat,  
13 you will see the rear setbacks.

14           The ordinance does require that detached  
15 buildings shall be prohibited from being placed  
16 in the front of a principal building and shall be  
17 placed in the rear yard except that when a  
18 detached accessory used may be constructed in  
19 front of the principal residence, where the  
20 residence backs up to a beach, golf course,  
21 lagoon, or marsh and is only permitted after  
22 approval as a special exception.

23           Accessory buildings will be located  
24 within the buildable area of that particular lot  
25 as delineated within the setback requirements.

1           So here is our subject property, 26  
2 Surfson, which is a flag lot that backs up to  
3 the beach. There's a few images of this site.  
4 There is a shared common drive between this  
5 particular lot and the adjacent, 25 Surfson.

6           MR. PARKER: John, your  
7 presentation is not advancing.

8           MR. TAYLOR: It's not?

9           MS. KULICK: Huh-uh.

10          MR. TAYLOR: Okay.

11          MS. KULICK: Do we need to do that  
12 individually, John?

13          MR. TAYLOR: Nope. I'll just pause  
14 here and make sure it's -- maybe I'm sharing the  
15 wrong screen. Just one second. I have multiple  
16 screens, so I guess I was sharing the -- how  
17 about now?

18          MR. WILSON: Yes.

19          MS. KULICK: Uh-huh.

20          MR. HACKER: Yes.

21          MR. TAYLOR: Okay. So my  
22 apologies. I'll go back a few slides. It's just  
23 the zoning map that showed the particular subject  
24 property outlined that is adjacent to the beach  
25 as well as just a few images of the site.

1           So this is the entry drive that  
2 approaches the property. It's quite significant  
3 in vegetation as you approach.

4           As you get to the subject property, it  
5 splits off that shared driveway to the left and  
6 to the right. To the right takes you to 25, the  
7 adjacent property owner. 26 takes you to the  
8 left.

9           The subject property is currently vacant  
10 and so regarding the particular requests, as  
11 stated before, the special exception is for the  
12 placement of that accessory dwelling unit,  
13 accessory structure in front of the principal  
14 structure.

15           And so the applicant has submitted to  
16 the Architectural Review Board, and the  
17 Architectural Review Board has issued conditional  
18 approval for the conceptual improvement review,  
19 and that was issued on March 5, 2020, stating  
20 that the design of the home is approved to  
21 continue preliminary submittal.

22           And the board is comfortable with the  
23 proposed site development and looks forward to  
24 reviewing the home in further detail.  
25 Additionally, the Architectural Review Board also

1 issued preliminary review approval on June 25th  
2 of this year stating that, quote, the design of  
3 your home is approved to continue to the final  
4 submittal.

5           As you move forward, please address the  
6 following comments and conditions in keeping with  
7 the guidelines. The stake out review that the  
8 driveway needs to shift as it approaches from the  
9 flag portion of the driveway to avoid major tree  
10 limbs and allow for clearance into the site.

11           Please revise the paving way out and  
12 placement of the retaining wall near the oak  
13 cluster at the west property line, as the wall  
14 and extent of paving are too impactful to the  
15 existing topography and trees.

16           And please revise the clearing plans to  
17 preserve the grove of palms at the east side  
18 property line and oak trees at the north side to  
19 ensure adequate tree canopy and vegetative  
20 screening on the site.

21           Please reduce the extent of the sod lawn  
22 at the rear so that the additional plantings can  
23 be installed alongside property lines and to  
24 ensure that the sod panel is more internal to the  
25 site.

1           The seating area adjacent to the  
2 boardwalk should be located fully within the  
3 property line, given the property -- given the  
4 proximity of the porte-cochere to the adjacent  
5 property to the north.

6           The board has concerns about the  
7 proposed massing and roof deck location. Please  
8 either reduce the mass of the -- or revise the  
9 location of the porte-cochere.

10           At final review, please show how the  
11 roof deck will not impose on the neighbors'  
12 privacy or adjust the roof deck location. An  
13 updated site development does not allow for  
14 adequate vegetative screening between the home  
15 and the neighboring property to the east.

16           The guest parking and backout areas  
17 should be significantly reduced at these  
18 locations to allow for adequate landscape buffer.

19           Please continue to study the expanse and  
20 placement of glass on the east elevation as the  
21 extent administration being shown appears to be  
22 impactful to the neighboring property.

23           The two-story window bay in the main  
24 entry connector is a particular concern as it  
25 focus -- focuses expansive use directly at the

1 neighbor's home.

2           As the guest parking is reduced in this  
3 area, please study how the extent of the glass at  
4 the second floor can be reduced and designed, the  
5 landscape in this area to supplement the existing  
6 trees and provide a dense buffer without blocking  
7 the neighbors' views, corridors.

8           Similarly, as you finalize the landscape  
9 plan -- oh, as you finalize the landscape plan,  
10 landscape of height is needed in the front of the  
11 east chimney to mitigate its mass from the  
12 neighboring property without impeding the view  
13 corridor.

14           Within your materials, there are a  
15 number of exhibits that the applicant has  
16 provided. I'm just going to flip through those  
17 as I go through the particular criteria, and so  
18 you'll see that there are a number of exhibits  
19 that have been submitted from various stages of  
20 this particular project.

21           So regarding the criteria of findings  
22 and fact, remember that these are the particular  
23 criteria that the Board of Zoning Appeals has to  
24 consider approval or disapproval of this  
25 application. Regarding that first approval

1 criteria A, staff response is that, quote, the  
2 placement of the proposed accessory building in  
3 front of the principal building may be consistent  
4 with the vision and goals embodied in the  
5 comprehensive plan.

6           The Town of Kiawah Island's  
7 comprehensive plan vision states that, quote, low  
8 density development that is being designed in  
9 harmony with nature is consistent with the -- is  
10 consistent with the vision, while tall, massive  
11 buildings are inconsistent because they dominate  
12 the landscape rather than blending in and meshing  
13 with it.

14           Large homes, hotels, and other large  
15 buildings should be located on the large parcels  
16 or lots and should be set back from the property  
17 lines to reduce their visual impact from streets,  
18 the beach, or other open spaces in neighboring  
19 lots. Careful siting and attention to design  
20 will serve to achieve this goal and to retain the  
21 natural character of Kiawah Island.

22           The housing elements states, encouraged  
23 development of a diversity of housing types and  
24 styles that meet different needs of the  
25 population. Implementation strategy states that,

1 quote, provide mechanisms to permit flexibility  
2 and innovation in residential project design to  
3 promote land use, efficiency, and environmental  
4 protection.

5 The proposed detached accessory building  
6 is to be sited on the current vacant lot in front  
7 or to the north of the proposed principal  
8 residence, which backs up to the beach.

9 The western extent of the proposed  
10 detached accessory building is sited  
11 approximately 68 feet from the northeast corner  
12 of the adjacent residence located at 25 Surfsong  
13 Road.

14 As opposed to one massive building, the  
15 detached structure may better blend with the  
16 surrounding landscape and allow for design  
17 flexibility in order to accommodate existing site  
18 conditions.

19 Per the applicant's letter of intent,  
20 quote, the proposed accessory structure is  
21 (inaudible) to the oaks at the front of the  
22 property as a drive under the guest house,  
23 reducing the impact on neighboring properties,  
24 end quote.

25 The second criteria, the proposed use is

1 consistent with the general purpose and intent of  
2 these zoning regulations, including any use,  
3 conditions, or zoning district standards.

4           And staff, our response, that the  
5 Section 12-65, the R-1 zoning district purpose  
6 and intent and land use planning and zoning  
7 ordinance states that, quote, the purpose of the  
8 R-1 zoning district is to promote stable  
9 residential neighborhoods consisting of low  
10 density detached single family dwellings,  
11 surrounding parks, golf courses, and open spaces.

12           Activities, endeavors which might serve  
13 to mitigate against this purpose shall be  
14 prohibited or strictly regulated.

15           Additionally, the ordinance states,  
16 Section 12-104, the detached accessory building  
17 shall be prohibited from being placed in the  
18 front of the principal building, and shall be  
19 placed in the rear yard, except that when that  
20 accessory detached use may be constructed in the  
21 front of a principal, where the resident backs up  
22 to the beach, golf course, lagoon, or marsh, and  
23 is only permitted after special exception  
24 approval.

25           Per the applicant's letter of the intent

1 that, the location of the detached accessory  
2 structure is in front of the principal residence,  
3 where the residence backs up to the beach; and  
4 that proposed accessory building will be located  
5 within the buildable area of the lot as  
6 delineated by the setback requirements.

7           Therefore, this request may be  
8 consistent with the general intent of the  
9 ordinance in order to allow for a varied layout  
10 pattern for this particular property due to its  
11 location adjacent to the beach.

12           Criteria C, staff responds that the --  
13 this request may not be compatible with and  
14 preserve the integrity of adjacent development to  
15 the neighborhood.

16           The proposed accessory structure is to  
17 be situated on the current vacant subject  
18 property, which is wooded and with mature  
19 vegetation. It contains an oak -- an area for  
20 the principal structure. It provides moderate  
21 screening from adjacent developments on either  
22 side.

23           Existing residents within the  
24 neighborhood also have detached accessory units  
25 as 29 Surfsong Road.

1           Furthermore, per the Kiawah Island  
2 Architectural Review Board preliminary review  
3 approval letter, given the proximity of the  
4 porte-cochere to the adjacent property to the  
5 north, the board has concerns about the proposed  
6 massing and roof deck location.

7           Please either reduce the mass or revise  
8 the location of the porte-cochere at final  
9 review. Please show how the roof deck will not  
10 impose on the neighbor's privacy or adjust the  
11 roof deck location.

12           The updated site development does not  
13 allow for adequate vegetative screening between  
14 the home and neighboring properties at the east,  
15 and the guest parking and backup area should be  
16 significantly reduced in these locations to allow  
17 for adequate landscape proper.

18           Criteria D, the proposed use is  
19 compatible with the character of the underlining  
20 zoning district. Staff response to proposed use  
21 may be compatible with the character of the R-1  
22 zoning district. This is due to the orientation  
23 of the principal structure, location on the front  
24 of the beach -- on the beach front, excuse me.

25           The ordinance allows for flexibility

1 through special exception approval but detached  
2 accessory buildings should be sited in front of  
3 the principal residence where that residence  
4 backs up to the beach, marsh, golf course, or  
5 lagoon on properties throughout Kiawah Island.

6 Per the applicant's letter of intent,  
7 the location of the proposed detached structure  
8 is in front of the principal residence where the  
9 residence backs up to the beach.

10 Criteria E, where applicable, the  
11 proposed use will be developed in a way that will  
12 preserve and incorporate natural features. Staff  
13 response to proposed use will be developed in a  
14 way that preserves natural features.

15 Per the Kiawah Island Architectural  
16 Review Board preliminary review letter, quote,  
17 please revise the clearing plan to preserve the  
18 growable palms at the east property line and oak  
19 trees at the north side to ensure adequate tree  
20 canopy in vegetative screening on that site.

21 The applicant's letter of intent also  
22 states, quote, during the site analysis meeting,  
23 Jennifer Hayes, the Kiawah Island Architectural  
24 Review Board, it was determined that maintaining  
25 the view corridor was one of the biggest

1 priorities for the project.

2 From this point, we believe that for  
3 this project to be successful from a siting  
4 standpoint, it would solve to maintain the view  
5 corridor and plan to reserve the cluster of live  
6 oaks along the west setback.

7 This decision led us to explore two  
8 separate structures. An unbundled concept would  
9 reduce the overall massing and discover that  
10 combining the programming to a single structure  
11 could be problematic for the cluster of oaks as  
12 well. These are exceptional conditions  
13 pertaining to this particular piece of property,  
14 end quote.

15 Criteria F, the proposed use does not  
16 generate pedestrian and vehicular traffic, which  
17 will be hazardous or conflict with the existing  
18 and anticipated traffic in the neighborhood.  
19 Staff response to subject property is within  
20 existing neighborhood, and this proposal should  
21 not conflict with existing traffic in the  
22 neighborhood.

23 Per the applicant's letter of intent,  
24 the property to the east, 29, 30 Surfsong Road  
25 has also a detached accessory building with the

1 ability to drive under and guest bedrooms above.

2 Criteria G, the proposed use  
3 incorporates roadway adjustments, traffic control  
4 devices or mechanisms and access restrictions to  
5 control traffic flow or divert traffic as may be  
6 needed to reduce or eliminate development  
7 generated traffic on the neighborhood streets.

8 Staff response, the subject property is  
9 part of an existing neighborhood, which addresses  
10 traffic circulation within the development.

11 Criteria H, the proposed use  
12 incorporates features to minimize adverse  
13 impacts, including visual impacts and other  
14 proposed special use on adjacent properties.

15 Staff response, the subject property shares a  
16 driveway with adjacent lot 25 Surfsong.

17 The proposed accessory building should  
18 not be readily visible from the street or beach  
19 thereby -- thereby minimizing the visual impact  
20 of proposed use from the beach front and street.

21 Per the applicant's letter of intent,  
22 the proposed accessory structure is nestled into  
23 the oaks at the front of the property as a drive  
24 under guest house reducing the impact on the  
25 neighboring properties; however, proposed -- the

1 proposed accessory building may be visible from  
2 the nearest development, primary residence lot 25  
3 and lot 27 which are located to the west and  
4 north respectively.

5 The west end extent of the proposed  
6 detached accessory building is sited  
7 approximately 68 feet from the northeast corner  
8 of the adjacent residence located at 25 Surfsong  
9 Road.

10 The eastern extent of the proposed  
11 detached accessory building is sited  
12 approximately 90 feet from the rear screen porch  
13 and 83 feet from the southwest corner of the  
14 adjacent residence outdoor kitchen area. That  
15 was 27 Surfsong.

16 Therefore, the preserved and additional  
17 buffering vegetation and siting may provide  
18 sufficient buffering and screening from adjacent  
19 properties.

20 Criteria I, the proposed use complies  
21 with all requirements of these zoning regulations  
22 as applicable to propose special exception.  
23 Staff response to the proposed use is in  
24 compliance with all other applicable  
25 requirements.

1           Criteria J, which is the final criteria,  
2 the proposed use is not materially detrimental to  
3 the public health, safety, convenience, and  
4 welfare. The proposed use may not be materially  
5 detrimental to the public and safety, convenience  
6 and welfare because the accessory building has  
7 been oriented on site to minimize visual impacts  
8 from the beach and from Surfsong Road.

9           The proposed use meets the required  
10 building setbacks, and additionally, the  
11 preserved vegetation, required buffering  
12 landscaping may provide adequate buffering and  
13 screening from neighboring properties.

14           So those are the criteria that I've  
15 outlined. What I also want to do is recall that  
16 you've been included in one additional letter of  
17 the Architectural Review Board. That particular  
18 letter is the highlight after the response of the  
19 July 10th letter of the applicant to responding  
20 to the Kiawah Island preliminary review, and so  
21 that particular letter has been entered into the  
22 record as part of this particular application.

23           I believe -- at this time I will review  
24 the Board of Appeals actions, which are that,  
25 regarding this particular case, this special

1 exception for the placement of the accessory  
2 building, unit in front of the principle  
3 building, this is at the subject property of  
4 26 Surfsong Road, TMS number 264-14-00026, that  
5 the Board of Zoning Appeals, they may approve,  
6 deny, or approve with conditions.

7           In the event that the Board of Zoning  
8 Appeals does decide to approve this particular  
9 application, the board should consider the  
10 following conditions, which first would be to  
11 prior -- prior to preventing approval, the  
12 applicant shall provide a landscape plan approved  
13 by the planning director providing additional  
14 buffering landscaping to the north, northwest,  
15 and west areas of the property to increase the  
16 vegetative buffer area between the proposed  
17 accessory structure and the adjacent property  
18 lines.

19           And, two, the property owner shall not  
20 sublease or rent the accessory building  
21 separately from the primary building.

22           I also want to include that in --  
23 supplementary to this particular application, you  
24 have received two letters or three letters from  
25 adjacent property owners, that being 25 and 27,

1 which they are participants in today's meeting.

2 Mr. Hacker, that's all I have right now  
3 for the first particular case.

4 MR. HACKER: And thank you. Any of  
5 the board members have questions for John?

6 MR. LEWIS: This is Jay. I have a  
7 question for John.

8 MR. TAYLOR: Yes.

9 MR. LEWIS: John, with the letter  
10 you sent out earlier today, does that change  
11 anything in criteria C, where you have about the  
12 preserves the character and integrity of adjacent  
13 development to neighborhoods?

14 MR. TAYLOR: So in regards to the  
15 letter that was sent today from the Architectural  
16 Review Board, that -- I can't comment to whether  
17 or not it addresses any particular criteria. But  
18 the letter was sent in response to the  
19 applicant's comments sent on June 10th.

20 So I can't necessarily say whether or  
21 not it does or does not meet the criteria.  
22 That's sort of a determination for you, as a  
23 board member, to make. But the letter does speak  
24 to some of those things that were alluded to in  
25 the concerns of both the ARB and the public

1 letters received.

2 MR. LEWIS: So staff would be in a  
3 position that it's still not compatible with the  
4 integrity?

5 MR. TAYLOR: Well, I don't -- I  
6 didn't put a formal recommendation on whether or  
7 not it is or is not compatible. So you're saying  
8 with the additional letter, what -- would that  
9 particular C change in any language? Is that  
10 your question?

11 MR. LEWIS: The question is if they  
12 move the direction of the building, did it change  
13 the -- you know, if they're more -- I guess more  
14 in compliance versus less?

15 MR. TAYLOR: So, I mean, regarding  
16 the placement of the building, the last set of --  
17 the last set of drawings there is alluded to in  
18 the Architectural Review Board letter that you  
19 received today, that highlights that the building  
20 has shifted towards the principal structure away  
21 from the northern adjacent property owner.

22 It has shifted towards the beach, and  
23 so, like I said, I won't make a comment to  
24 whether or not it's -- it's in the light of being  
25 more compatible or less compatible.

1 I think I will still have the same  
2 comments of whether that's listed there. It's  
3 just that now, that's a particular focus that the  
4 ARB has been vulnerable to approve based on  
5 siting and based on impact to the adjacent  
6 neighbors.

7 MR. HACKER: Is Sara still there?  
8 She could probably answer the question.

9 MR. TAYLOR: I think she may  
10 have -- I know she had to leave. She may still  
11 be on.

12 MS. SENST: I'm here. If I'm able  
13 to talk, I'd like to just say some things.

14 MR. HACKER: You can answer that  
15 question, Sara.

16 MR. FARABEE: Who's talking,  
17 please?

18 MS. SENST: This is Sara Senst, the  
19 ARB director.

20 MR. FARABEE: Thank you.

21 MR. TAYLOR: I just wanted to clear  
22 up for everybody that the letter that was sent, I  
23 know that John had read the original preliminary  
24 review letter that had some concerns about the  
25 massing in the porte-cochere building.

1           But we've subsequently approved the  
2 location of porte-cochere after quite a few  
3 adjustments have been made by the design team.  
4 The building has moved back five feet which in  
5 turn saves some critical canopy trees.

6           They have also reduced the overall  
7 massing at the brackets that are most impactful  
8 to the neighbor and also changed the massing at  
9 the roof. So the ARB is currently comfortable  
10 with the location and the scale of the building  
11 being proposed.

12                   MR. LEWIS: Thank you, Sara, that  
13 helps.

14                   MR. HACKER: Thank you. Any other  
15 questions of John?

16                   MR. PARKER: Yeah, I have a  
17 question for Sara. In the architect's plans,  
18 besides moving the building back, he also talked  
19 about rotating it. I think it was like  
20 20-something degrees or maybe 23 degrees. Was  
21 that also done or not?

22                   MS. SENST: So after quite -- quite  
23 a lot of thoughtful study by the architects, it  
24 was determined that rotating the building would  
25 actually cause the building to be more impactful

1 to the neighbor.

2 It is currently situated so that it  
3 faces the driveway coming in and does not -- and  
4 its full elevation faces the neighboring property  
5 to the north. It's just a corner of it.

6 And so by reducing the massing at the  
7 corner by raising up the shingle bracket, it has  
8 -- the ARB feels comfortable with the placement  
9 of the building on the site. And we wouldn't  
10 recommend for the building to rotate as it -- we  
11 feel it would become more impactful.

12 MR. PARKER: Thank you.

13 MS. SENST: And I'm unfortunately  
14 going to have to leave the meeting, so if anybody  
15 has additional questions for me that are ARB  
16 related, I'd love to answer them.

17 MR. HACKER: Any other questions  
18 for Sara? If nothing, thank you, Sara.

19 MS. SENST: Thank you.

20 MR. HACKER: If there are no  
21 further questions for John, then I'd like to call  
22 on the applicant, either Mr. Wilson or the Sharps  
23 to present any information that they have.

24 MR. WILSON: Hello everyone. This  
25 is Adam Wilson.

1 MR. HACKER: Would you state your  
2 name and your address and then we'll come back to  
3 your nature.

4 MR. WILSON: State the name on  
5 what? I'm sorry.

6 MR. HACKER: Your name and your  
7 address.

8 MR. WILSON: Adam Wilson. I work  
9 with the Anderson Studio, and the address is 20  
10 Broadway in Mt. Pleasant.

11 MR. HACKER: Thank you. The floor  
12 is yours now.

13 MR. WILSON: What's that?

14 MR. HACKER: You're on. It's your  
15 building.

16 MR. WILSON: Okay. Thank you. One  
17 question that was brought up regarding the  
18 rotation. The rotation of 23 degrees is where we  
19 are proposing to be on the site. We were just  
20 identifying that angle in relation to being  
21 squared to the principal structure and the  
22 neighbor at 27.

23 We did explore some other sitings for  
24 the building, and they would either kill the  
25 drive, if you will, or some trees that we were

1 trying to preserve. So that was the place where  
2 we felt for views from the neighbor and for the  
3 existing oaks and the entry of the drive to enter  
4 into the property of 26 Surfsong.

5 MR. PARKER: Okay. So you were not  
6 proposing to rotate it another 20 degrees? That  
7 represents the angle of it as sited out there  
8 right now.

9 MR. WILSON: That's our current  
10 proposed position, angle, being -- belonging to  
11 the principal, yes.

12 MR. PARKER: Okay. Thank you.

13 MR. WILSON: No problem. Our  
14 thought is that we did consider a singular  
15 structure, and again, the unbundled concept for  
16 us is less impactful to the site and neighbor.  
17 We are better able to preserve some critical  
18 trees being some oaks at the entry and throughout  
19 the lot.

20 There was site analysis that was  
21 provided very early on that had the canopy, and  
22 you will see the way that this building nestles  
23 into that canopy. And we really didn't go -- we  
24 didn't change that. We just made progress and  
25 developed that scheme.

1           Where the building is currently sited,  
2 we are within existing trees, so if you look at  
3 that particular site plan, you can see that we're  
4 kind of putting the building into the void of the  
5 site, if you will. We're not recommending to  
6 take away the interest of the site.

7           I hope -- I hope that helps from how it  
8 got to that position. There's a very large oak  
9 and two -- a pair of oaks that guard the  
10 driveway, and that's where the existing driveway  
11 was.

12           Are there specific questions that I  
13 could answer and maybe speak to?

14           MR. HACKER: I have one question  
15 about the fact that the porte-cochere or the  
16 driveway goes right underneath and right through  
17 the guest house. Why was that designed that way  
18 rather than putting it all in one -- in one  
19 piece?

20           MR. WILSON: We explored driving by  
21 it. There was a lot coverage component as we  
22 drive through it. Two things: One, it was able  
23 to mark our entry and enter into another world  
24 when we come into the site at 26 Surfsong. If we  
25 were driving beside it, we have the lot coverage

1 of the drive and the lot coverage of the  
2 building, which is negative impact on -- you  
3 know, to the design.

4 We felt that if we attached it to the  
5 building -- and you can see, there was one  
6 diagram we've -- we've recreated it at several  
7 times during the submittal.

8 Within the last submittal, we tried to  
9 make the building go against one setback or  
10 another, and I think that it would be to a  
11 disadvantage not only to 26 Surfsong but to  
12 whichever neighbor we put that building on the  
13 setback, if it be 29 and 30; if it be 25 or 27 to  
14 the north.

15 So there is -- it's -- there's a best  
16 case for us, and it was really a poetic move on  
17 our part and entering through this building and  
18 into their site.

19 MS. KULICK: Ron, I have a  
20 question.

21 MR. HACKER: Okay Wendy.

22 MS. KULICK: Mr. Wilson, if the  
23 Board of Zoning Appeals does not approve what  
24 the applicants are asking for, what plans do they  
25 have for proceeding?

1 MR. WILSON: Whom -- whose plans?

2 MS. KULICK: The plans for their  
3 home. If the special exception is not approved  
4 by the Board of Zoning Appeals, what plans do  
5 they have for proceeding?

6 MR. WILSON: I think we would  
7 discuss, after receiving that formal decision, on  
8 what the next steps would be.

9 MR. FARABEE: This is Ben Farabee.  
10 I have a question. Can you tell me, Mr. Wilson,  
11 what the -- how you have addressed the concerns  
12 of the neighbors and whether or not you've met  
13 with them to address some of these concerns?

14 MR. WILSON: Sure. By my  
15 knowledge, the main concerns were received from  
16 Surfsong 25 regarding drainage. I'll speak  
17 specifically to that first. We're working with  
18 the same landscape contractor, with Three Oaks,  
19 to come up with a plan that negatively impacts  
20 (sic) any of our neighbors.

21 Surfsong has -- it's sort of been a  
22 difficult road, if you will, regarding drainage.  
23 So we're going to work with our neighbors with  
24 the particular -- with the same landscape  
25 contractor to work on that plan.

1           The other concern was received by the  
2 neighbor at 27 Surfsong, more about the visual  
3 impact on their entry. We do share a drive, and  
4 we have the -- from the street. We have 24, 25,  
5 and then you share the -- the drive at 26 and 27.  
6 There, we believe that the mature vegetation  
7 will --

8           MR. MCDONALD: That's not correct.

9           MS. MCDONALD: That's not correct.

10          MR. FARABEE: 25 and 26.

11          MR. MCDONALD: 25 and 26, Adam.

12          MR. WILSON: 25 and 26, thank you.

13 My apologies. Now, the existing vegetation, the  
14 mature vegetation will buffer that, our new  
15 proposed building, and we have a landscape plan  
16 that proposes supplementing that buffer.

17          MR. FARABEE: Okay. So has that  
18 been done with meetings with the neighbors, or is  
19 that just their letter and your response to the  
20 letter?

21          MR. WILSON: We have not sat down  
22 with the neighbors at this time, but that is in  
23 our plans to do so.

24          MR. MCDONALD: You don't actually  
25 have a landscape plan, do you?

1 MR. WILSON: Yes, we have --

2 MR. TAYLOR: But there's no  
3 questions from the floor. Let's just keep all  
4 questions from the Board of Zoning Appeals at  
5 this time.

6 MR. WILSON: Sure.

7 MR. HACKER: Any other questions  
8 from the board?

9 MR. PARKER: Yeah, I'll ask one.  
10 Is that Jennifer that I see on, Jennifer Hayes?

11 MR. TAYLOR: No.

12 COURT REPORTER: No. This is  
13 Jennifer Huggins. I'm the court reporter.

14 MR. PARKER: Oh, I was going to ask  
15 you. I'll ask the same question, though.

16 Do we actually have a landscape plan and  
17 has a landscape plan been approved by the ARB?

18 MR. TAYLOR: So within your  
19 materials in that last set of documents, you  
20 would see a landscape plan, and so I can't  
21 comment to whether or not it's been at final --  
22 Sara, are you still on?

23 MS. SENST: Yeah, sorry. I'm on  
24 the phone, so I hope this works. The audio cut  
25 out for a second, so is the question if the -- if

1 there's a landscape plan that's been proposed?

2 MR. TAYLOR: If the landscape plan  
3 has been approved by ARB.

4 MS. SENST: So, typically, at final  
5 review is when we see the planting plan, and so  
6 we have not yet seen -- well, we have seen  
7 preliminary planting plans. We've asked them to  
8 do a little bit of work on various areas of the  
9 planting plan; but for the most part, it's going  
10 at a good direction.

11 MR. HACKER: Also, it's one of the  
12 criteria that's been put forward that if we move  
13 to approve it, to have the landscape proposal  
14 plan approved by the planning director, providing  
15 additional buffering with landscaping in the  
16 north and the other directions, that's one of the  
17 criteria as well as the fact that the building  
18 should not be leased out separately.

19 Any other questions for Adam? If not,  
20 thank you, Adam.

21 At this time anyone else like to speak  
22 in favor of the proposal?

23 MR. ANDERSON: This is Scott  
24 Anderson with Anderson Studio. I'd like to speak  
25 if I could.

1                   MR. HACKER: We need some -- the  
2 sound has to go up. I don't hear you, Scott.

3                   MR. ANDERSON: Can you hear me now  
4 by chance?

5                   MR. TAYLOR: Yeah, we can. If you  
6 can just maybe speak a little louder, Scott.

7                   MR. ANDERSON: Sure. So I did want  
8 to further a little bit about what Mr. Wilson  
9 said about the design relative to the neighbor.  
10 I think you're -- so, one, we had not sat down  
11 with them. We're very pleased to sit down with  
12 them to discuss the plans, et cetera.

13                   There are a few things about this  
14 proposal. The -- if we look at the -- at what  
15 faces that neighbor, the very narrow end of the  
16 guest house porte-cochere is -- faces them almost  
17 directly. And I think that's a positive thing in  
18 terms of space between the porte-cochere and  
19 moving south towards their home and the Sharps'  
20 primary structure.

21                   And there was a question earlier about  
22 position studies of the house. And one thing we  
23 felt strongly about was to not actually rotate  
24 that porte-cochere and have it as a part of the  
25 main structure along that west setback. This

1 idea was that we not present a really long wall  
2 in mass to our neighbors at lot 25 or the  
3 neighbors along the east parking lot.

4           And then in terms of the drainage, for  
5 the concerns from the property damage to lot 27,  
6 just to reiterate what Adam said in that it's --  
7 we are very much aware of, you know, of the  
8 drainage issue and are paying attention to that  
9 with Cindy Cline, the landscape architect, a  
10 gentleman at Oil Indigo. They are very much on  
11 board with the contractors and making sure that  
12 we do not have to (inaudible) and actually help  
13 that situation.

14           And, of course, Three Oaks is the ones  
15 that is in -- they're very, very well equipped  
16 and experienced and can help us -- they're going  
17 to help us with that situation.

18           If anyone has any questions, I'd be  
19 happy to answer them, but that's what I'd like to  
20 say.

21           MR. HACKER: Scott, I didn't get a  
22 chance to ask you just -- besides stating your  
23 name, list your address and your position.

24           MR. ANDERSON: Sure. I'm the owner  
25 of Anderson Studio of Architecture and Design,

1 and our address is 20 Broadway Street, Suite 101,  
2 Mt. Pleasant, South Carolina 29464.

3 MR. HACKER: Thank you. We needed  
4 that for the record.

5 MR. ANDERSON: Thank you.

6 MR. HACKER: Any other questions of  
7 Scott? If not, any other speaking in favor of  
8 the proposal?

9 MS. SENST: This is Sara Senst  
10 again. I'll just say that we think that -- we've  
11 asked the design team and the homeowners to do  
12 quite a lot of study to ensure that this design  
13 isn't going to be impactful to the neighbors. We  
14 feel like they've done a great job, and we feel  
15 like this is going to be a beautiful piece of  
16 architecture.

17 And, you know, if they -- if they aren't  
18 granted the special exception, if they need to  
19 add a wall or something else, it -- it may  
20 actually negatively impact the aesthetics of the  
21 design because they have really thought about  
22 this overall in a -- in a whole context. So I  
23 just wanted to say that, once again, the ARB is  
24 in favor of the design.

25 MR. HACKER: Thank you, Sara. At

1 this time I think that we've had everyone  
2 speaking in favor of it. Now I'd like to cite  
3 anyone speaking opposed to the variance.

4 MR. ROCHE: Yes, we'd like to  
5 speak. This is Kevin Roche. My wife, Peggy, is  
6 here with me. We are adjacent property owners  
7 and would like to make some comments to the  
8 board.

9 MR. HACKER: Okay. And your  
10 address?

11 MR. ROCHE: We are -- our Kiawah  
12 address is 27 Surfsong Road. Our permanent  
13 address 7700 Baltusrol Lane, Charlotte, North  
14 Carolina.

15 MR. HACKER: Thank you.

16 MR. ROCHE: Well, thank you for the  
17 opportunity to participate and provide our  
18 comments. As I mentioned, we are the homeowners  
19 of 27 Surfsong Road, which of course, is an  
20 adjacent property to 26 Surfsong.

21 I'd like to start by pulling back for a  
22 second and talk about the nature of this detached  
23 accessory building under consideration. Under  
24 the plans and comments today, we've heard it  
25 described as a guest house with a porte-cochere

1 feature. Now, we recognize a porte-cochere is  
2 probably the correct technical architectural  
3 term, but let's be honest about what this  
4 structure really is.

5 It is a grand arched entryway into this  
6 property with separate straight guest units on  
7 each side. It is a statement piece, a poetic  
8 statement piece, I understand. And the price for  
9 this grand entry -- entryway statement would be  
10 borne by our family and other adjacent neighbors.

11 For us, that price comes in the form of  
12 a large structural mass measuring 57 feet wide  
13 and 43 feet high located in close proximity to  
14 our property. This structure would be the  
15 dominant aspect of any view from our home. Now,  
16 let me explain what I mean by view. I'm not  
17 talking about sight lines down a view corridor to  
18 the beach.

19 I'm talking about view in its most basic  
20 and visceral sense. I mean what we see and feel  
21 and experience when we are in our home or on our  
22 property.

23 And whether we are on our deck, in our  
24 pool, in our first floor living areas, on our  
25 second floor or third floor patios, or looking

1 out our bedroom windows, this structure would be  
2 the dominant feature that we see and experience.  
3 It would always be there, right in our face. And  
4 the core essence of what we love and treasure  
5 about our home, the sense of seclusion, the  
6 privacy and peace would be shattered.

7 I'd also like to take a minute to  
8 address all work and effort that the applicants  
9 have done to -- in order to try to prove that  
10 this structure really would not create a material  
11 invasion of our privacy or have a significant  
12 adverse visual impact on us.

13 First of all, no one invests that kind  
14 of time, money, and effort with 3-D imaging work  
15 and bring a lift onsite to show specific lines of  
16 sight into our property at locations of their  
17 choosing, by the way, unless they know that these  
18 are real issues. Their actions have proved the  
19 point.

20 Secondly, all the digital imaging in the  
21 world can't change what that structure is or  
22 avoid the obvious conclusion that locating a mass  
23 of that scale in close proximity to our property  
24 with sight lines facing right into our home will  
25 of course invade our privacy and materially

1 impact our view. To try to argue otherwise is  
2 frankly ridiculous and defies common sense.

3 In our comment letter, we noted that we  
4 believed that the proposed attached accessory  
5 building violates the requirement that limits  
6 these structures to a maximum height of one  
7 story. Now, I'm sure that the argument has and  
8 will be made the living entertainment area in the  
9 second floor is uncovered, and therefore should  
10 not be considered a bona fide second floor.

11 Well, first, if you look at the plans,  
12 you'll notice that the height and location of the  
13 second floor subflooring is clearly noted.  
14 One-story buildings don't require second floor  
15 subflooring.

16 Second, in an effort to partially  
17 address the privacy concerns that they say are  
18 really not an issue anyway, a screening wall has  
19 been added on the second floor. So if that  
20 screening wall goes in place, we have the worst  
21 of all worlds. The wall height of the second  
22 floor in an open air design that exposes us to  
23 all the noise coming off that open entertainment  
24 area.

25 Now, I am seeing in this recent letter

1 from the Kiawah Island ARB that that screening  
2 wall may or may not be required, but it's not  
3 there, that, of course, just exacerbates the  
4 entire noise issue. We would simply ask the  
5 board, does this structure really look, feel, and  
6 function like a one-story building?

7 That might be tempting to believe that  
8 these concerns can be addressed by vegetative  
9 screening or additional landscape buffering or by  
10 shifting the building a whopping five feet, which  
11 is what we're talking about in terms of this  
12 shift in response to some of the concerns by the  
13 ARB.

14 Let's be clear. This structure is a  
15 very large mass. For us, it's the equivalent of  
16 a 2,500 square foot wall with windows. You  
17 cannot hide that or fix it with a few palm trees.  
18 The only way to fix that visual and privacy  
19 intrusion is by not permitting the structure to  
20 be built in the first place.

21 One last point, rules exist for a  
22 reason. Town ordinances exist for a reason. The  
23 basic level they exist prevent people from doing  
24 something that would prevent them -- that would  
25 benefit themselves while causing a direct

1 negative low-back impact on other people. In  
2 this case, their neighbors.

3 The Town of Kiawah Island zoning  
4 ordinance clearly states the criteria that must  
5 be met for special exceptions, and we recognize  
6 that lots and neighborhoods vary widely on  
7 Kiawah. And the board, of course, must always  
8 consider the specific facts and circumstances  
9 with each particular case.

10 For example, 2930 is a double lot.  
11 Plenty of room to have this put in place. But in  
12 this case, by any objective measure, the proposed  
13 tax accessory building does not meet the required  
14 criteria.

15 It is not compatible with surrounding  
16 property. It does not preserve the character and  
17 integrity of adjacent development, and it  
18 certainly does not minimize adverse visual  
19 impacts of the proposed special use on adjacent  
20 property.

21 But much more importantly, if built,  
22 this structure would violate an even more basic  
23 and fundamental standard, the standard of mutual  
24 respect and consideration. That should always be  
25 the expectation between homeowners on Kiawah

1 Island. I'll stop there. Thank you for your  
2 time.

3 MR. HACKER: Any questions from the  
4 board?

5 MR. FARABEE: Yes, I have one,  
6 Mr. Roche, Ben Farabee. It's hard for me to tell  
7 whether you are most concerned about the physical  
8 location of it or the appearance of that adjacent  
9 building -- or that building. Yeah. Can you  
10 delineate the two for me?

11 MR. ROCHE: Well, I'm not sure they  
12 can be delineated. It's a combination of the  
13 location, certainly. It's about the scale and  
14 mass. We are immediately less concerned about  
15 the architectural details as we are the sheer  
16 volume and scale of that -- of that building.

17 In addition, which I haven't -- did not  
18 talk about in our -- in my verbal comments here,  
19 but we did in our written comments. It happens  
20 to be located in an area that has a very, very  
21 high likelihood of causing tremendous problems  
22 due to water drainage. We already get periodic  
23 flooding in our lower level, and it -- and a  
24 building, a structure of that mass in that  
25 location has very severe water drainage and very

1 high water drainage. It has a very high  
2 likelihood of having that water go somewhere  
3 else, meaning toward us.

4 But in answer to your question, Ben,  
5 I -- we are most concerned about the sheer  
6 visible oomph impact on us and less concerned  
7 about the specifics of the architectural design.  
8 Does that -- does that answer your question?

9 MR. FARABEE: Yes. Well, sort of.  
10 But a number of things you're testifying are ARB  
11 kinds of issues rather than BZA issues.

12 MR. ROCHE: Well, I think  
13 they're -- they're BZA to the extent that a  
14 special exception has been requested to locate a  
15 building, using a special exception in that  
16 location.

17 My concerns are not really about the  
18 design. My concerns about -- are that building  
19 located at that location will have a direct and  
20 significant detrimental impact in our ability to  
21 enjoy our property.

22 MR. HACKER: Mr. Roche, you're  
23 talking about 68 feet between you -- your  
24 buildings and that building, which are very  
25 highly wooded from looking at it. How are your

1 sight lines going through these trees going to  
2 affect you?

3 MR. ROCHE: There is a -- I  
4 mentioned this in my written comments. There is  
5 a large open area of an elevated dune directly to  
6 the north where this property is sited. There is  
7 a -- it's wooded in one sense, but there is a  
8 large open area that provide a few lines right  
9 in.

10 And I understand the applicants provided  
11 certain lift shots in, conveniently focused on  
12 exactly where the coverage is, but if they go up  
13 to our second floor or third floor, when we open  
14 up our master bedroom, if we are looking out our  
15 master bedroom window on the third floor, we're  
16 looking right down on this thing. And it's open  
17 in the area to the north where this building is  
18 expect to be sited.

19 MR. HACKER: Any other questions  
20 for Mr. Roche?

21 MR. FARABEE: Mr. Roche, have you  
22 voiced your concerns to the ARB directly, other  
23 than in a letter?

24 MR. ROCHE: I mean, we are not part  
25 of the ARB process. I did have a conversation

1 with Jennifer Hayes after being contacted by the  
2 homeowner on June 30th and to be alerted to the  
3 fact that this special exception would be  
4 requested and was told in that conversation, by  
5 the way, they had the desire to build a little  
6 guest house.

7           So I was really not that concerned about  
8 the scale at the time because I hadn't seen the  
9 plans, but I was concerned about the water issue  
10 so I had a conversation with Jennifer Hayes. She  
11 said, I understand the concern. We are not at  
12 that point yet. When we're at that point, we'll  
13 make sure that we get you and your landscape  
14 architect involved.

15           Subsequently to that, after receiving a  
16 communication from our neighbor, the McDonalds  
17 and saying basically, Kevin and Peggy, you guys  
18 are going to need to take a look at these plans.  
19 We took a look at it and realized that we're  
20 obviously not dealing with a little guest house.  
21 And that's when we became much more concerned  
22 about the visual impact and privacy impact on us.

23           MR. FARABEE: Have any of your  
24 concerns been addressed by Mr. Anderson's  
25 comments about their desire to meet and address

1 some of those issues with you?

2 MR. ROCHE: Well, if what they're  
3 talking about is, from a landscaping plan  
4 standpoint, absolutely not. You heard my  
5 comments about trying to cover this thing up. It  
6 is too big. And I understand that the ARB feel  
7 very good about all the steps that the architect  
8 and the applicants have taken to make sure this  
9 is not a visual impact.

10 But moving the structure five feet and  
11 just cutting off the corner of the roof lines in  
12 our minds are small cosmetic changes, like  
13 chipping a little bit of concrete off the side.  
14 It doesn't change this scale. This is a 57-foot  
15 wide, 43-foot high building located right off our  
16 property line running not quite horizontal, but  
17 across and parallel to our -- to the front of our  
18 property.

19 MR. FARABEE: Right.

20 MR. ROCHE: That is a dramatic  
21 impact, and it doesn't get changed by a five-foot  
22 move.

23 MR. FARABEE: Okay. How about the  
24 drainage issues?

25 MR. ROCHE: The drainage issues, we

1 are not at that point yet, and if we are told we  
2 would have the ability to (inaudible) but it's  
3 very difficult to and water has to go somewhere.  
4 But I don't have any information on the drainage  
5 issues, other than having voiced the fact that  
6 it's a significant -- significant risk and  
7 problem for us.

8 MR. FARABEE: Okay. Thank you.

9 MR. HACKER: If there's no other  
10 questions for Mr. Roche, if the applicant would  
11 like to make any comments? Rebuttal?

12 MR. ANDERSON: This is Scott  
13 Anderson, if you can hear me. Can you hear me?

14 MR. HACKER: Can you turn the  
15 volume up, please?

16 MR. ANDERSON: Certainly. If you  
17 can hear me now. So, you know, I'd like to say  
18 that I certainly am sorry that the neighbor --  
19 that the Roches feel this way about that  
20 building.

21 What I will say is that there's -- the  
22 building is a one-story house within the roof.  
23 It is elevated to meet the requirements of the  
24 fire department, and it is -- that living level  
25 is -- are two guest bedrooms and a center space

1 between.

2           The roof deck is -- sort of favors the  
3 south side of it due to -- the south side,  
4 beach side due to the access stair that comes up,  
5 and -- which I think in terms of the drainage,  
6 yeah, we've expressed with Cindy Cline and Oil  
7 Indigo that we definitely understand the  
8 challenges having designed and built houses along  
9 Surfsong before and are going to certainly work  
10 to not negatively impact the Roches.

11           The Surfsong dune that is to the north  
12 and in between the guest house and the Roches  
13 will be planted. We have done that on a number  
14 of properties before, including 57 Surfsong,  
15 which was densely planted to create that privacy.

16           And so I have high confidence in Cindy  
17 Cline and her team to be able to address that  
18 situation. And in terms of the drainage from  
19 that property, the -- at -- we represent the low  
20 spot on 26, and certainly that runs underneath  
21 the boardwalk, but the high spot is to the north.

22           And so the basic natural drainage of  
23 that is going to be putting it on the Sharps'  
24 property ultimately, I would believe. And, you  
25 know, our intent is to -- is to evacuate that.

1           Cindy Cline has provided an initial  
2 conceptual drainage plan as well as a planting  
3 plan that is advanced of -- compared to the  
4 normal process of the board.

5           The board typically doesn't require any  
6 (inaudible) development at the preliminary that  
7 we have, and they have also reviewed that and  
8 intend to -- intend to definitely be developing  
9 that further to be successful with it.

10           MR. ROCHE: Scott, this is Kevin.  
11 Just, first of all, I just want to say, look, I  
12 know you're good at what you do, and I know you  
13 guys have worked probably very, very hard  
14 analyzing all these different things. You  
15 certainly have a lot more information and data at  
16 your fingertips than I do. But I respect what  
17 you do and how you do it.

18           My only common sense reaction would be  
19 that design changes have real impacts and design  
20 choices have real impacts. For whatever reason,  
21 probably for the poetry and for the entryway, the  
22 grand feature, a choice was made that you create  
23 this arch entryway, which of course that fire  
24 trucks have to get into.

25           So now we have a case where one entryway

1 will create this grand entrance. It has to be a  
2 certain height so fire trucks can get in, and  
3 things just incrementally change it, all stemming  
4 from basic design choice. And it's a choice.  
5 And those choices and implications from those  
6 choices have real impacts on us, and I'm sure  
7 other neighbors as well.

8           So I'm not questioning the thought  
9 process, the design skills, the artistry of all  
10 this. All I'm saying is, those choices  
11 incrementally, step by step create a bigger,  
12 larger, much more massive building in a location  
13 as a direct negative impact on us, our family,  
14 our privacy, and our view.

15           And it's -- it's just, from our  
16 standpoint, it's all very clear.

17           MR. HACKER: Mr. Roche, what  
18 happens if they had put the house all the way  
19 back, where it'd be the same height, the same  
20 problems you'd be listening to, and you wouldn't  
21 have anything to say about it. They could put a  
22 house that big there.

23           MR. ROCHE: I think that's fair.  
24 There was an existing home on the property, I  
25 guess, two years ago before it was torn down. We

1 assumed that, at some point, a home would be  
2 built.

3           We made certain basic assumptions, that  
4 most people buying in beach front property  
5 probably want their home built as close to the  
6 beach as possible. We believe in property  
7 rights. We believe the people have the right to  
8 build whatever they want to build on their  
9 property as long as it meets these specific --  
10 you know, setback and other building  
11 requirements.

12           But the idea of having the best of both  
13 worlds, having their house on the beach, but then  
14 having the maximum distance from their principal  
15 residence back toward us, covering the entire  
16 lot, buildable lot, which requires a special  
17 exception and has specific criteria all so that  
18 they can create a grand entrance off a shared  
19 driveway.

20           I appreciate the reason for it. I could  
21 see somebody saying, yeah, that would be a really  
22 neat thing. But the problem with doing a really  
23 neat, cool, architectural thing is it has impacts  
24 on people, on the surrounding neighbors.

25           So in answer to your question, I agree

1 completely. I'd be sitting here on my hands and  
2 not feel -- not loving it but have to accept it.  
3 But in this case, they're trying to get the best  
4 of both worlds, and that's just not fair.

5 MR. WILSON: Can I speak, please?

6 MR. HACKER: Thank you, yes. Yes,  
7 sir?

8 MR. WILSON: A lot of the concerns  
9 are based on timing. You've built first, and  
10 you're able to critique what's coming in.

11 The views that I'm hearing are what I  
12 think are ARB concerns in that we have met the  
13 zoning criteria. Regarding massing, the comment  
14 has already been made that we could have proposed  
15 to build the main house there, which would be a  
16 taller structure.

17 It would probably be more broad. I, for  
18 myself, went into the site and put myself at each  
19 elevation of the proposed structure into or  
20 trying to look into your property to analyze the  
21 information and to either gain more confidence in  
22 our design or to come up with alternatives or to  
23 inform that process.

24 I couldn't see into 27. I had to back  
25 out 20 feet to be able see through the existing

1 vegetation. I think that there may be a view --  
2 a clearer view at the ground floor because you're  
3 looking behind the existing canopy, which you're  
4 going through the porte-cochere.

5 So you're going to see open air and  
6 natural light. The development dictates the  
7 setbacks, we don't. You fill -- 27 is an  
8 interior lot. You're going to be surrounded from  
9 a development standpoint and you are going to  
10 abut neighboring properties.

11 MR. ROCHE: Yeah. I understand the  
12 nature of our lot. I understand that we'll have  
13 neighbors around us. But, first, your point on  
14 just because you're there first doesn't give you  
15 the rights to --

16 MR. TAYLOR: Sir --

17 MR. ROCHE: -- do anything about  
18 it.

19 MR. HACKER: I think that we are --

20 MR. TAYLOR: Yeah.

21 MR. HACKER: We are way over two  
22 minutes. I think that we'd like to --

23 MR. ROCHE: I was just responding,  
24 I'm sorry.

25 MR. HACKER: Okay. Thank you. I

1 would like to stop from talking with Mr. Roche  
2 and ask for anyone else who would like to speak.

3 MR. MCDONALD: Yes. This is Mike  
4 McDonald. This is my wife, Jill. We live at 25  
5 Surfsong. We've lived full-time at -- and I've  
6 got a very short statement. I'll meet your time  
7 limit. We've lived full-time at 25 Surfsong for  
8 the last several years.

9 You've all seen the written comments  
10 that we've provided, hopefully. And I don't want  
11 to repeat them here except to say that we've  
12 worked hard and invested heavily to create a very  
13 special and dramatic entryway leading up to our  
14 driveway and into our driveway court area.

15 You almost can't see the house until you  
16 arrive in the courtyard, which creates this  
17 dramatic reveal of our property. We believe the  
18 size, the placement, and the angling of the  
19 proposed detached structure will create adverse  
20 visual and noise impacts that will affect us  
21 negatively from an aesthetic point of view, and  
22 therefore, from a financial point of view.

23 The structure, the guest house  
24 structure, the shoehorn into the very north end  
25 of the lot, it's a wide structure, as evidenced

1 by the fact that it abuts the setback lines on  
2 both the east and the west sides of the lot.  
3 That's big.

4           And a hundred percent of this structure  
5 is positioned 60 to 80 feet closer to the street  
6 than our house, so that means that visitors,  
7 through our -- through our driveway and up our  
8 portion of the driveway are going to have, number  
9 one, this view corridor -- as the driveway shoots  
10 off to the left.

11           They're going to see this shot of this  
12 structure, which is going to be impressive, I'm  
13 sure. But it'll be distracting, and it will  
14 distract from the dramatic reveal that we get  
15 when visitors come to our courtyard.

16           It will also -- the corner of the  
17 structure will be 15 feet from my lot line and  
18 right at one of the driveway aprons. So there's  
19 going to be two places where visitors to our home  
20 are going to get this visual shot.

21           The architect's letter of June 19 to  
22 John Taylor suggests that the unbundled concept  
23 that splits the development into two structures  
24 will reduce mass when compared to a one structure  
25 development; however, that decision creates a

1 sprawling compound with structures on both the  
2 south and north ends of the property. As a  
3 result, you have a residential project whose  
4 structures abut the setback lines on all sides of  
5 the lot. And I -- I dare say that's an unusual  
6 development usage in Kiawah.

7           We believe this compound-like  
8 development plan is incompatible with our  
9 adjacent development at 25 Surfsong.

10           Okay. And 26 Surfsong is a difficult  
11 lot to build on due to its narrowness and the  
12 positioning of its trees. The house that was  
13 demolished to make room for the proposed  
14 development was less than 3,000 square feet. The  
15 idea of creating a 7,000 square foot home on this  
16 lot, while preserving view corridors for  
17 virtually all of the proposed seven bedrooms, is  
18 a challenge for sure.

19           We believe this proposal is equivalent  
20 to trying to cram ten pounds in a five-pound bag.  
21 They're squeezing more out of it than is  
22 comfortable, and that's why you're seeing the  
23 reactions of the neighbors here.

24           So a couple other things. They make the  
25 point that the house is -- or that the guest

1 house is going to be so many feet from the  
2 street. That's irrelevant when you've got a flag  
3 lot. It's proximity to the neighbor immediately  
4 behind them, and obviously, the Roches think it's  
5 too close.

6 It's interesting that it was never once  
7 considered to reduce the size of the project when  
8 that would have been a simple solution to the  
9 creation of this big, big guest house.

10 And, lastly, something I put in my  
11 writing remarks, it seems to me the spirit of the  
12 zoning ordinance is to minimize the visual impact  
13 of a guest house, of a detached structure.

14 That's why if you've got a street house, you put  
15 it in the back of the house. If you've got a  
16 beach house, you put it in front of the house.

17 And instead of creating -- instead of  
18 minimizing the impact of this detached structure,  
19 they've made it the hero. It's -- it's the  
20 statement piece, as Mr. Roche said.

21 So for all of those reasons, you know,  
22 we obviously think that the special exception  
23 request ought to be denied.

24 MR. HACKER: Thank you,  
25 Mr. McDonald.

1 MR. MCDONALD: You bet.

2 MR. HACKER: Any comments back by  
3 the -- or questions?

4 Ben, did you want to speak? Your  
5 picture came up on my screen. That's why I  
6 was -- any comments by the applicant?

7 MR. WILSON: Yes.

8 MR. HACKER: Yes.

9 MR. WILSON: My first comment  
10 regarding the property, the property was for sale  
11 and purchased for and by the Sharps. We are  
12 working for them to design a home for them, and  
13 we are designing a home within the ARB guidelines  
14 and within the zoning criteria.

15 The accessory structure can and is  
16 allowed to be a larger structure by -- larger  
17 than the square footage that we are proposing.  
18 This position of the building has the least  
19 impact on the property at 25.

20 We don't have to reduce the project  
21 because we're still within the maximum allowable  
22 square footage to build out this property and  
23 we're within the lot coverage that allows us to  
24 propose a building on this property.

25 And regarding the impact to the dramatic

1 reveal, the Sharps also should have that same  
2 opportunity to have a dramatic reveal to their  
3 property.

4 MR. MCDONALD: Did you agree with  
5 my comment about the spirit of the ordinance?

6 MR. WILSON: I believe that we're  
7 adding to what is in -- what is surrounding this.  
8 I believe --

9 MR. MCDONALD: No. My question is,  
10 per the ordinance --

11 MR. TAYLOR: Mr. Hacker, we can --  
12 Mr. McDonald, your comments should only be  
13 addressing to the board and so we won't have sort  
14 of a dialogue between the applicant and the  
15 neighbors on that. But if there's questions from  
16 the BZA members to any of that, we probably can  
17 allow that.

18 MR. HACKER: At this time any  
19 questions from the membership? If not, then are  
20 there any other people wishing to speak either  
21 for or against the proposal?

22 If not, then I would like to call the  
23 information section of this meeting to an end and  
24 open the board session for a vote. At this time  
25 I would accept a motion from the floor.

1           It seems like the board is not convinced  
2 either way of making a motion either for or  
3 against this proposal.

4           MR. FARABEE: I'll make a motion.

5           MR. HACKER: Okay. Ben?

6           MR. FARABEE: I move that we reject  
7 the request to build the house.

8           MR. KULICK: I'll second that, Ron.

9           MR. HACKER: This is not -- the  
10 request is to approve the --

11          MR. FARABEE: The variance.

12          MR. TAYLOR: Special exception.

13          MR. HACKER: This is to put in a  
14 special exception.

15          MR. FARABEE: Thanks for the  
16 correction. I recommend we -- I propose we  
17 reject that request for a special exception.

18          MS. KULICK: And I'll second that,  
19 Ron.

20          MR. HACKER: Okay. It's been moved  
21 and seconded to reject the application for a  
22 special exception, to have a guest building  
23 placed behind the beach house.

24                 The floor is now open for discussion.

25          MR. PARKER: Okay. I'll just say

1 because I actually agree with Ben and Wendy.

2 I found this case to be very problematic  
3 with me because from the technical specs point of  
4 view, is it within the -- the buildings -- the  
5 lots of coverage, is it, you know, within the --  
6 all the various technical guidelines were met.  
7 But I could not get my head past 12-161-C, which  
8 deals with the visual and noise impact of this --  
9 this building, this outbuilding, so to speak.

10 And for the life of me, when I walk the  
11 property, it's like, well, why didn't we just  
12 move all this back and build a bigger house if  
13 that's what you wanted. If you wanted a place to  
14 party and have large guests, put it back there.  
15 Don't put it out in front.

16 And to listen to all the machinations  
17 that have gone on along these lines, I think that  
18 what Mr. Roche said about, you don't go to this  
19 much trouble unless you anticipate this to be a  
20 contentious area. That was the way I felt about  
21 it as well.

22 MR. HACKER: Thank you, Scott.

23 MR. CASSIDY: Yeah. I'll just  
24 second what -- what Scott said, that this is  
25 about section 12-161-6C, and would be concerning

1 the compatibility and preservation of character,  
2 integrity in the neighborhood.

3 And just to respond to something that  
4 Mr. Wilson said, that's -- that's where this  
5 becomes BZA business because of that criteria and  
6 not just ARB business.

7 MR. FARABEE: I think this has been  
8 one of the more difficult decisions or  
9 applications that I've seen since I've been on  
10 the board, and it's really the difference between  
11 property rights on, you know, on both sides.

12 I can sympathize and understand both  
13 sides of what's trying to be done and what's  
14 trying to be accomplished and put myself in each  
15 one of those positions. And I can take the same  
16 position they're taking. And I think this is a  
17 difficult conclusion to come to. But I guess I'm  
18 drawn to the fact that I think that some more  
19 alternatives ought to be considered.

20 MR. PARKER: Yeah. This doesn't  
21 prohibit the property from being utilized.

22 MR. HACKER: If there are no other  
23 comments, I'd like to call the question and I'd  
24 like to do it -- be a roll call vote seeing that  
25 we really are all in different places. All

1 those, if you're in favor of the vote -- of the  
2 motion to reject the variance, say "aye". If you  
3 are opposed to it, say "nay".

4 Wendy Kulick?

5 MS. KULICK: Aye.

6 MR. HACKER: Frank Cassidy?

7 MR. CASSIDY: Aye.

8 MR. HACKER: Scott Parker?

9 MR. PARKER: Aye.

10 MR. HACKER: Jay Lewis?

11 MR. LEWIS: Aye.

12 MR. HACKER: Morris Hanan?

13 MR. PARKER: He's not with us

14 today.

15 MR. HACKER: Okay. Ben Farabee?

16 MR. FARABEE: Aye.

17 MR. HACKER: And myself, Ron

18 Hacker, aye. It's a unanimous vote of the board  
19 to reject the variance for the property to have a  
20 guest house located where it is.

21 As a comment, what we did or are doing  
22 is voting because of the reason of sites and  
23 setbacks and concern for visual impact by the  
24 neighbors. We are not voting against it just for  
25 the sheer fact that they could put the house --

1 outbuilding where it's located.

2           Therefore, if they come back with a new  
3 proposal that would minimize what they're doing,  
4 they certainly could do that. Otherwise, the  
5 case is closed. Thank you very much.

6           At this time we will be looking into our  
7 next case, which is the case at 489 Old Dock  
8 Road. It's actually two cases: One for a -- the  
9 request for variance to increase the maximum  
10 allowed as lot coverage beyond the 33 percent,  
11 and then also a variance to request the  
12 requirement of a 30-foot setback. I would like a  
13 motion to put the two of them together and  
14 discuss them at the same time.

15                   MR. CASSIDY: So moved.

16                   MS. KULICK: I'll second that.

17                   MR. HACKER: It has been moved and  
18 seconded to consider both cases as one because  
19 they do really fall on top of each other. All  
20 those in favor, I think we can just, by voice,  
21 vote to say "aye".

22                   MS. KULICK: Aye.

23                   MR. CASSIDY: Aye.

24                   MR. FARABEE: Aye.

25                   MR. PARKER: Aye.

1 MR. HACKER: Aye.

2 MR. LEWIS: Aye.

3 MR. HACKER: All those opposed say  
4 "nay". Passes that we will consider both cases  
5 as one.

6 MR. PARKER: Mr. Chairman?

7 MR. HACKER: Yes.

8 MR. PARKER: In the interest of  
9 time, can we stipulate that since all this  
10 material has been previously published is -- will  
11 be included in the minutes, and that we have all  
12 read the material? Can we stipulate that the  
13 staff can just summarize their findings rather  
14 than go through it letter by letter, word by  
15 word?

16 MR. HACKER: I feel that if we vote  
17 to do that, that should be -- we should be able  
18 to do that. I would entertain a motion to say  
19 that if everyone has read the material, that we  
20 accept it into the record and have John just  
21 summarize the case for us.

22 MR. PARKER: I'll make that motion.

23 MS. KULICK: I'll second that.

24 MR. HACKER: It's been moved and  
25 seconded that we can -- we put the reading and

1 the details into the record and John summarize  
2 it. All those in favor say "aye".

3 MS. KULICK: Aye.

4 MR. CASSIDY: Aye.

5 MR. FARABEE: Aye.

6 MR. PARKER: Aye.

7 MR. HACKER: Aye.

8 MR. LEWIS: Aye.

9 MR. HACKER: Opposed, same thing.

10 It passes.

11 John, we're going to turn it over to you  
12 to start the case for 489 Old Dock Road, which is  
13 case number BZA20-000006 and 000007. Okay John.

14 MR. TAYLOR: All right. So thank  
15 you there. The two particular cases of one case,  
16 BZA -- are you able to see the screen there?

17 MR. HACKER: You're on the Town of  
18 Kiawah Island Board of Zoning Appeals basic first  
19 slide.

20 MR. TAYLOR: Of course. Let me  
21 see.

22 MR. HACKER: Okay. Now you're on  
23 the case number 5.

24 MR. TAYLOR: I thought I had this.  
25 Okay.

1           Our first case, BZA20-000006, this is a  
2 particular request for a variance regarding lot  
3 coverage at the subject property, 489 Old Dock.  
4 The subject property request for the variance is  
5 to exceed the 33 percent maximum allowed lot  
6 coverage, which is being proposed at  
7 34.9 percent.

8           The current and approved lot coverage  
9 for this particular lot 32.8 percent. In your  
10 materials, you've seen that I highlight --

11                   MR. HACKER: There you go.

12                   MR. TAYLOR: You've seen in your  
13 materials a highlight of the site images here.

14           What I want to just share is that this  
15 particular case did come before the -- not this  
16 particular case, but this particular subject  
17 property did come before the board in 2019 for a  
18 variance approval, and that was granted in 2019.  
19 And that particular request was for the rear deck  
20 and pool addition at the -- at the rear of the  
21 property.

22           That is currently under construction,  
23 and so if you have visited this site, you have  
24 seen that that particular project is underway.  
25 That has met all the zoning criteria and permits

1 have been approved for that particular project.

2           What you are seeing now for the  
3 particular request for the lot coverage is to  
4 exceed by approximately 504 square feet. And  
5 that's the proposed deck to the left area, which  
6 is off of the master bedroom on the left side of  
7 the house; and that is approximately 5 -- a  
8 little over 500 square feet of being proposed.

9           The second case, which is BZA20-000007,  
10 the variance for the setback for this particular  
11 case is for the rear setback which is a 30-foot  
12 rear setback. That has also -- is in contention  
13 with the -- the proposed rear deck, which sits  
14 approximately 454 square feet beyond the rear  
15 setback.

16           And so if there are -- if there are any  
17 questions, being that -- you have the materials  
18 regarding the staff position on the review  
19 pertaining to each of the criteria. I'll stop  
20 there, Mr. Hacker. Those are the two cases.

21                   MR. FARABEE: Can I ask a  
22 procedural question?

23                   MR. HACKER: Sure, go right ahead.

24                   MR. FARABEE: We're going to have  
25 two different votes on this? I mean, I know

1 you're putting them together.

2 MR. TAYLOR: Yeah. So we'll still  
3 have two votes, as they're two separate  
4 applications.

5 MR. FARABEE: Okay.

6 MR. TAYLOR: But the -- the bulk of  
7 the material is still the same for each of the  
8 cases.

9 MR. FARABEE: I understand. Okay.  
10 Thank you for clarifying that.

11 MR. TAYLOR: Okay.

12 MR. HACKER: I have somewhat of a  
13 question.

14 I don't remember the case in 2019, but  
15 obviously they forgot about a deck. Is that what  
16 -- is that basically what we're saying is that  
17 they got the infinity pool, and the -- and so now  
18 we want a deck to get out of the master bedroom  
19 to get to the pool, it looks like.

20 MR. FARABEE: Well, it appears to  
21 me there has -- there has been some lack of  
22 foresight in this, what we approved and what  
23 they -- and back in 2019 helped them to come into  
24 compliance with regard to the lot coverage. And  
25 now they wish to claw back some of that. And

1 look at the house.

2 I mean, it's -- the feeling is that  
3 there's a lot of decking already there and the  
4 pool, and the whole thing is in the setback. So  
5 it -- I'm just trying to understand what's  
6 happened between 2019 and now besides realizing  
7 that they have no deck outside of their living --  
8 or their master bedroom.

9 MR. FULLER: Chairman Hacker, is  
10 that a question to us or --

11 MR. HACKER: Yeah. I think that FI  
12 would like to -- in other words, do we have  
13 anyone speaking with for the Fullers? Oh, I see.  
14 There's a Fuller on. What I would like to ask  
15 the -- you know, the architect or the owner, you  
16 know, what happened that we're -- we're here  
17 today, basically.

18 MR. FULLER: Yeah, you bet.  
19 Chairman Hacker, I'm Adam Fuller. My wife, Molly  
20 Fuller, is on the phone as well. Joel -- our  
21 architect, Joel Wenzel with Thomas & Denzinger is  
22 on the phone as well as Nick Dodys, our attorney.

23 We're happy to share all of that  
24 background and kind of what happened if you guys  
25 would allow us. I mean, Joel -- if you want to

1 jump in, that would be great.

2 MR. PARKER: Mr. Chairman?

3 MR. HACKER: Well, actually, who is  
4 speaking?

5 MR. PARKER: This is Scott. I'm  
6 not sure that these witnesses have been sworn in.

7 MR. FULLER: That is correct,  
8 Mr. Parker.

9 MR. HACKER: Okay. I'd like to --  
10 Joe Wilson, are you there?

11 MR. WILSON: Yes.

12 MR. HACKER: Would you swear these  
13 people who --

14 MR. WILSON: Everybody is going to  
15 be addressed, please.

16 MR. HACKER: If you'd raise your  
17 right hand and --

18 MR. WILSON: Please raise your  
19 right hand.

20 (Mr. Wilson swears in Adam Fuller,  
21 Molly Fuller and Joel Wenzel.)

22 MR. DODYS: Mr. Hacker, this is  
23 Nick Dodys speaking.

24 What -- to add on to what Mr. Fuller  
25 just said, if we can begin our response and our

1 presentation, if we will. I know time is of the  
2 essence and you guys have been working so hard  
3 for over two hours. We would like to begin, if  
4 we may, sir, with Mr. Wenzel, our architect, our  
5 official representative in today's hearing.

6 And he will basically answer what  
7 Mr. Farabee and you, Mr. Hacker, and the other  
8 persons of the board; and then I'll join in, in a  
9 few minutes and explain some other matters. And  
10 then we have Mr. and Mrs. Fuller present, too.

11 MR. HACKER: Okay.

12 MR. DODYS: And we can add  
13 clarification and respond to Mr. Farabee and you,  
14 Mr. Hacker, if we may proceed.

15 MR. HACKER: That would be fine.  
16 Thank you.

17 MR. DODYS: That would be fine. Go  
18 ahead, Mr. Wenzel. Thank you.

19 MR. WENZEL: Okay. Joel Wenzel, a  
20 principal of Thomas & Denzinger Architects, and  
21 we're at 138 St. Phillips Street, Suite 200 in  
22 Charleston.

23 And I will just keep my comments very  
24 brief here. Yes, we -- we've had a house that  
25 has been added to over the years and over the

1 years; so when the Fullers took possession of it,  
2 they sought to seek out a pool, and through that  
3 process, we were able to kind of remove some of  
4 the -- the setback and lot coverage issues that  
5 had come about with people constantly adding on  
6 to the property. And that's what we came -- came  
7 to with last year.

8           In the interim, some of the reasons for  
9 taking away that lot coverage, decking have  
10 changed in the form of all the live oak trees,  
11 which actually pushed the house further towards  
12 the marsh, pushing it towards the setback, but  
13 also pushing it away from the street, meaning  
14 that the driveway got larger so a lot of lot  
15 coverage issues became because of the longer  
16 driveway.

17           And so what's happened during  
18 construction in the last couple months is that a  
19 tree was removed that was not -- perhaps not  
20 supposed to be removed along the way, and I think  
21 that's where I'm going to leave my portion of  
22 this. And I think Adam and Molly Fuller can  
23 better explain the circumstances.

24           MR. FARABEE: May I make a -- I've  
25 got a question of what you said. I don't

1 understand how the house moved further away  
2 from -- the driveway changed. I mean, isn't the  
3 foundation essentially the same as before?

4 MR. WENZEL: Correct. But the --  
5 the original design of that house was pretty  
6 clear. They had a lot of live oaks that the  
7 community enjoyed from the street, from the  
8 people behind them.

9 And so there is -- the design of the  
10 house pushed it very far towards the marsh rather  
11 than removing those trees, keeping it back, which  
12 would allow more deck space and more outdoor  
13 living space along the marsh side of the house.

14 MR. FARABEE: But wasn't that the  
15 way it was when you bought it?

16 MR. FULLER: That's correct.

17 MR. FARABEE: Okay. Thank you.

18 MR. DODYS: Mr. Hacker, if I may  
19 say -- interject one before -- this is Nick  
20 Dodys, again, sir -- before Mr. and Mrs. Fuller  
21 speak.

22 What Mr. -- the construction that was  
23 mentioned, the oak that was taken down -- and  
24 I'll speak more to that in a few moments if  
25 you'll allow me. It was not due to construction

1 work that the Fullers were doing. That's a  
2 separate issue. It's one of the reasons we're  
3 here today.

4 And so I'll go on and let -- you may  
5 proceed with Mr. and Mrs. Fuller. Then I'll add  
6 an explanation to what I just interjected if I  
7 may.

8 MR. HACKER: Okay. Thank you, sir.

9 MR. FULLER: Chairman Hacker, is it  
10 okay if I go first?

11 MR. HACKER: Yes, go right ahead.

12 MR. FULLER: Adam Fuller. 489 Old  
13 Dock Road is our -- is our house here on Kiawah  
14 Island. 3930 East Brookhaven Drive, Atlanta,  
15 Georgia 30319 is our permanent residence.

16 We've -- this is our second house on the  
17 island. Since 2012, we've spent every summer  
18 here, so for the last eight years; and we've --  
19 in both situations, we've bought older homes in  
20 Kiawah and worked with our builder and with the  
21 ARB to improve and to bring the aesthetics and  
22 the beauty of the neighborhoods current.

23 So back when we purchased the house, it  
24 was out of compliance. If you look at the data,  
25 it was -- from a lot coverage standpoint, it was

1 38.8 percent to what Joel was touching on.

2 We brought it back into almost full  
3 compliance when -- when we did the pool, we took  
4 a lot of stuff away, and got it 32.8 percent.  
5 All those changes -- all the changes now that are  
6 being requested are because of this removal of  
7 the tree. It's -- we're trying to mitigate the  
8 damages that were done by KICA.

9 So this is an action that's there --  
10 this is not an action on our part. It's a  
11 reaction to fix the damage that was done to us.  
12 We had no input. It was without permission. It  
13 was without reason, and there's no reporting on  
14 it. And so we're just trying to lesson the  
15 negative impact on this unauthorized tree  
16 removal.

17 MR. HACKER: Is that on a tree  
18 that -- on your property that you were privy to  
19 or --

20 MR. FULLER: That's correct.

21 MR. FARABEE: I'm not understanding  
22 this, excuse my slowness, but I'm not putting the  
23 two together, why we're here today versus this  
24 tree removal. Can someone explain that to me?

25 MR. DODYS: Yes, Your -- yes,

1 Mr. Hacker (sic). This is Nick Dodys. What  
2 Mr. Fuller is discussing with you is on or about  
3 February 19th of this year, without any knowledge  
4 to the Fuller family -- and the only reason they  
5 were notified about what happened, their tree  
6 being -- their tree being removed was the  
7 neighbor called.

8           Someone -- KICA -- someone had come --  
9 an arborist had come on the property, which says  
10 he's an arborist. I'm not trying to lawyer you.

11           But what happened was that, without any  
12 documentation, sir, without any application,  
13 without any approval, without anything, they --  
14 he inadvertently knocked down this 45-inch oak  
15 tree abutting the property. It was a beautiful  
16 oak tree. I live --

17           MR. FARABEE: Where was it located?

18           MR. DODYS: Right on the curtilage.

19           MR. HACKER: Where is it located?

20           MR. DODYS: The oak tree that was  
21 taken down was on -- right on the property, right  
22 next to the --

23           MS. KULICK: Where on the property?

24           MR. FARABEE: Where on the  
25 property?

1 MR. DODYS: Adam, where exactly is  
2 it? I've got the stats here.

3 MR. FULLER: Yeah, go ahead. Joel,  
4 you can --

5 MR. WENZEL: I have the site plan.

6 MR. FULLER: Yeah.

7 MR. WENZEL: Yeah. John, do you  
8 have the site plan? It's the biggest doc on  
9 there.

10 MR. DODYS: I don't have that,  
11 right, the analyses?

12 MR. FARABEE: It wasn't in any of  
13 the write-ups, was it, it being a reason?

14 MR. HACKER: No. It's not in  
15 anything I read.

16 MR. WENZEL: Go back to that there.  
17 If you look at the -- say the -- yeah, the  
18 largest down on the right there by where the --  
19 yeah, right there. It's that oak right there  
20 that John's circling.

21 MR. FARABEE: I'm sorry. I'm  
22 missing it, John.

23 MR. HACKER: Way over -- oh, over  
24 by the driveway.

25 MR. WENZEL: That's right.

1                   MR. DODYS: The point is, one of  
2 the contentions -- we finally spoke to -- we  
3 tried to reach the arborist. He told me that he  
4 was -- he wouldn't tell me who sent him. He  
5 wouldn't tell him if he had a contract. He  
6 wouldn't say if he had a work order.

7                   He said he just went down and knocked  
8 down a tree. He wasn't sure whose it was or  
9 whatever, but that's what he said. I know that  
10 sounds kind of lame, but that's what he said.  
11 Following that week, did speak to Mr. Bailey of  
12 KICA. What Mr. Bailey told me was, we feel that  
13 it was more in the right of way.

14                   But even so, we can knock down any tree  
15 we want. That's to the effect he said. Now, we  
16 spoke to him at length. He couldn't prove that  
17 it really was in the right of way. But what the  
18 main thing he said was, that's not important.  
19 What he said was, the tree was old and dead and  
20 was ready to come down.

21                   Sir, that's not what it was. That tree  
22 was not -- we have three oaks on our property  
23 where I live. We -- that -- I looked at the  
24 pictures. I did speak finally to the arborist a  
25 second time. He claimed he wasn't sure if it was

1 dead. He was just taking the tree down. The  
2 tree was taken down. The Fullers were notified  
3 only after the effect, and that's what's leading  
4 us to today.

5 MR. FARABEE: Wait a minute.  
6 What's that got to do with putting a deck on at  
7 the bedroom?

8 MS. KULICK: The back of the house.

9 MR. FARABEE: The back of the  
10 house.

11 MR. DODYS: I'm getting to that.

12 MR. FARABEE: Oh, okay. Go ahead.  
13 I'm sorry to interrupt you.

14 MR. DODYS: What they're trying to  
15 do, sir, is, the low -- the aesthetic value of  
16 the oak being taken down is large, and I can let  
17 Mr. Wenzel speak more to that. And what they  
18 were trying to do is mitigate that.

19 It's not an action, and that's in full  
20 compliance with section 12-163-4G. It's not an  
21 action and overreaction. It's a reaction to  
22 mitigate the aesthetics at their own cost, to  
23 increase the deck slightly to make up, in our  
24 opinion, for the loss.

25 And it's not a tree. Now, you can plant

1 another tree, but we won't be here when the tree  
2 reaches fruition.

3 MS. KULICK: Ron, a question for  
4 you.

5 MR. HACKER: Yes?

6 MS. KULICK: As I understand it,  
7 the Board of Zoning Appeals is not authorized or  
8 it's not part of our portfolio to deal with  
9 aesthetics, and I just want to follow-up on Ben's  
10 question.

11 The tree that was just pointed out is at  
12 the front of the property, is it not? It has  
13 nothing to do with what's been proposed at the  
14 rear of the property?

15 MR. FULLER: Wendy, can I -- can I  
16 answer that? This Adam Fuller.

17 MS. KULICK: Sure.

18 MR. FULLER: Okay. So you'll see  
19 the ARB, in essence, wrote a letter dated June  
20 19th that's in the packet. It's, like, towards  
21 the end of the packet, and on the last line of  
22 the first paragraph, it says -- and this,  
23 Mr. Farabee, answers -- I think it answers your  
24 question that you had asked.

25 But it says, the ARB would have

1 favorably considered this request if asked at  
2 both the time of original construction and at  
3 that time of recently approved deck and pool  
4 improvement, as the original home footprint was  
5 located towards the rear of the property to  
6 preserve multiple grain trees on the site. So,  
7 yes, you're correct.

8 MR. HACKER: I think that -- I  
9 think we can forget about the tree right now.  
10 That whole reason for -- as far as what happened,  
11 why the house was placed where it is, and what  
12 we're doing.

13 I think what we're talking about now is  
14 just strictly, do we grant an exception for both  
15 lot coverage and for encroaching in a setback to  
16 allow some decking going out towards your pool.  
17 I don't think that is germane to it. That was  
18 the reason for why the house was back so far in  
19 the first place.

20 MR. FULLER: Yeah, I'm sorry. We  
21 were answering that because of Mr. Farabee's  
22 question. I think that -- that's correct, yes.

23 MR. FARABEE: I'm sorry, that's a  
24 question I didn't think I asked, but the question  
25 being -- you know, the question -- it sounded

1 like you were trying to get to it -- paid back  
2 for some tree that was --

3 MR. HACKER: Yeah. I think they  
4 were -- it sounded that way to me, Ben, too, that  
5 there's a payback for the tree.

6 MR. FARABEE: Right.

7 MR. HACKER: But it is to say, why  
8 is the house so far back on the lot.

9 MR. FULLER: Okay. That's right.  
10 Mr. Farabee's comment was -- is correct that it  
11 was not a question. It was a statement that you  
12 had made saying, why didn't we -- why didn't we  
13 ask for this in 2019 at our last request with the  
14 deck and the pool.

15 MR. FARABEE: Did you answer that?

16 MR. FULLER: That's what I was  
17 trying to answer there. That's what we were  
18 trying to answer there. So we're simply trying  
19 to --

20 MR. FARABEE: Well, I'm still  
21 not --

22 MR. FULLER: -- approve the  
23 aesthetics.

24 MR. FARABEE: I still don't see  
25 that -- why you didn't. There's nothing in the

1 back that changed since -- in the last year.

2 MS. KULICK: But, Mr. Fuller, if  
3 you're looking at this from an aesthetic  
4 standpoint, then from an aesthetic standpoint,  
5 because you lost this tree at the front of the  
6 house, that you want to do some things at the  
7 back of the house. Aesthetics is not something  
8 that the Board of Zoning Appeals addresses.  
9 That's the ARB.

10 MR. FULLER: That's correct, Wendy.

11 MR. HACKER: I think what the ARB  
12 is saying, just as they did, they said they would  
13 have approved this in '19 if it had run. I think  
14 that the -- it was probably -- in my mind, it was  
15 an unfortunate oversight.

16 They should have been requesting a  
17 reduction from 38 percent coverage to 36 percent  
18 or 34.9 percent and let it go at that. And we  
19 probably would have approved it. But it's -- you  
20 know, it has nothing to do with the tree, but I  
21 think that it was poor planning.

22 But I can see that, from an aesthetic  
23 standpoint now, take that, all the -- all the  
24 work that we're talking about isn't going to  
25 affect neighbors on either side because their

1 properties are facing the other way.

2 So it's really just saying, what should  
3 be done right for this house, which was built  
4 closer to the marsh because of a bunch of trees  
5 out in front. That's how I look at it.

6 MR. DODYS: Mr. Hacker, Nick Dodys  
7 here. I agree, and I want to address something  
8 that Mr. Farabee said. And I know Mr. Farabee  
9 didn't mean it in the way I thought at first.  
10 This isn't payback. We just -- I got -- I  
11 understood Mr. Farabee's question as to how we  
12 got here.

13 But I think you got right to the point  
14 when you said, what we want to do is increase --  
15 slight increase on the deck. That's -- that's  
16 what we're talking about. Now, we weren't -- I'm  
17 not privy to what happened in 2019. I think what  
18 you're saying now has foresight.

19 That -- that's what we're here to  
20 address today, how we can -- if we can  
21 respectfully increase the approved. It's not an  
22 effect -- we don't believe it's going to  
23 affect -- and I will let Mr. Wenzel speak to  
24 that. But it -- we don't believe that we -- it  
25 will not affect any of the neighbors. It will

1 not be any overaction or cause any problems or  
2 consternation to anyone else. That's our  
3 opinion.

4 MR. HACKER: Any other questions?

5 MS. FULLER: May I speak real  
6 quick? Hi, this is Molly Fuller. Thank you so  
7 much for your time. I appreciate it so much.  
8 And in regards to the 2019 zoning, so when we  
9 purchased this house, it was one of -- we're the  
10 first dock on Old Dock.

11 So essentially we're one of the, you  
12 know, prehistoric homes on Kiawah Island. It was  
13 designed in 1979 and built in 1980; so at the  
14 time, the setbacks, they built it in accordance  
15 to the current -- in 1980.

16 They built it, based on the current  
17 setbacks and marsh and everything and lot  
18 coverage was as well. When we acquired the  
19 house, I think the previous people that had tried  
20 to buy it, when they tried to fill the pool, had  
21 to fight like we did to try to get that pool in  
22 place because of the current setbacks wouldn't  
23 permit it.

24 So I think when we were trying to get  
25 the pool approved, we were also trying to work

1 within the zoning and ARB to make sure that we  
2 didn't increase our lot coverage too much. So I  
3 think that there was a decking that was off of  
4 the master bedroom initially, and basically, they  
5 -- in 2019, we were approved, but we had to  
6 remove a lot of other things to get the approval.

7           So I think that -- well, we've been  
8 building our pool with Joel and his amazing  
9 architectural firm and everyone like that. You  
10 know, we want to try to make sure that the  
11 integrity of our home fits in with the new  
12 designs that -- that Kiawah has there being built  
13 all over the place, Ocean Park, and everything  
14 like that.

15           I think that sometimes these older homes  
16 get kind of a negative impact of just being an  
17 older home. So I think that we were just  
18 basically in 2019 -- it wasn't an oversight. It  
19 was just basically, okay, if we pull off this  
20 deck, we pull off this staircase, then we can add  
21 that pool.

22           So I -- I just -- you know, it wasn't --  
23 we definitely thought of it because it was  
24 already there, but we had to take it away just to  
25 get approved essentially. But we're grateful for

1 that because the pool looks amazing.

2 MR. FARABEE: But you elected to do  
3 that. We didn't make you do that. You elected  
4 to do that.

5 And I remember you were -- I was on the  
6 board then, and I've been to the site -- going  
7 back to the site again for this request, I hardly  
8 recognized the house, I mean it changed so  
9 dramatically in the back. But that was a choice  
10 you made in order to do that.

11 And you were quick to point out to us  
12 that you were bringing your -- back into  
13 agreement with the ordinance in terms of dropping  
14 below 33 percent. And you just said to me that  
15 you knew you didn't have decking and so you must  
16 have intended on coming back. And I feel like  
17 we've been a little had on -- back in 2019 now.

18 MS. FULLER: Joel, can you state to  
19 that because I feel like you were with us every  
20 bit of the way, and we were just trying to be in  
21 compliance with y'all and get everything done in  
22 the right way. So we've been trying to do this  
23 the right way the entire time.

24 MR. WENZEL: Yeah, if I could  
25 speak. It's just a little -- you know, there's

1 kind of -- there are multiple issues going on at  
2 this time. You know, the tree, which I know is  
3 not in your purview, and it's partially  
4 aesthetic, but it's also a perceived value of the  
5 home, which creates this grand entrance into the  
6 space.

7 MR. HACKER: We don't think about  
8 money either.

9 MS. KULICK: That's not our purview  
10 either, Joel.

11 MR. FARABEE: Why was that not  
12 mentioned at all in all of the write-ups if it  
13 was so important? And suddenly now, it has  
14 become the focus of our -- all of our attention  
15 is this tree that I don't -- came down sometime  
16 in the past.

17 MR. WENZEL: Well, it has to do  
18 with -- your question is, why is the timing of  
19 this decking coming in, and the decking only  
20 became an issue or a thought or a consideration  
21 because some of the value and aesthetics of the  
22 tree were lost; so it's now a matter of taking  
23 the overall house and looking at it and how can  
24 that value aesthetic be brought back into it.

25 I understand that's not your purview,

1 but I think we're really just trying to answer  
2 the question.

3 This isn't a bait and switch where we  
4 came in last year and said, we'll take all this  
5 stuff away. We did all that and now we're coming  
6 back because new information has become apparent.

7 MR. FULLER: There was no malice in  
8 our -- in our efforts originally. Go ahead,  
9 Mr. Farabee.

10 MR. FARABEE: No, no. I've got  
11 nothing to say.

12 MR. DODYS: This is Nick Dodys.  
13 We're getting the past the purview of everything  
14 now. We're here to try to respectfully see if we  
15 can increase slightly the deck. There is no  
16 payback. There is no quid pro quo. There's no  
17 collusion. I know that's a proper -- a word that  
18 was popular some months ago.

19 But I want to speak a minute.  
20 Mrs. Fuller spoke to you as a lay person, as a  
21 housewife, as a mother, as a tax payer of Kiawah  
22 Island. We are not -- the tree is gone, but the  
23 tree meant a lot. It was beautiful. And maybe  
24 that doesn't fathom with you, I don't know. But  
25 why the tree is important, because that was the

1 last thing that happened, that in our eyes,  
2 affected the house, thus its value.

3 This isn't -- no one is trying to -- I  
4 wasn't involved in it, but I do know the Fullers  
5 and I know Mr. Wenzel. No one was trying to bait  
6 and switch or pull a switcheroo on anything.  
7 That borders on something else that's rather  
8 ugly, and that's not what happened.

9 But what did happen was a tree was  
10 knocked down unauthorized. Whether it was on a  
11 right of way or whether it was on proper  
12 property, we can argue that somewhere else. But  
13 the fact was, they did admit they took it down  
14 without an inspection. They took it down without  
15 consulting the Fullers, and they took it down and  
16 devalued their property.

17 Now, all they're doing is trying to  
18 increase, augment a deck ever so slightly without  
19 affecting any neighbors, without it affecting any  
20 other curtilage, with not hurting anything but  
21 enhancing their home, thus enhancing everyone  
22 else. This isn't some trick, slick move.

23 And I mean, I've kind of taken offense  
24 to it because that's the way you've made it  
25 sound, and that's not the case. And that's

1 wrong.

2           You have a powerful vote, sir, but the  
3 point is, the two motions before you are to  
4 augment a deck that's been -- they're paying for  
5 it. They're already doing the construction, and  
6 unlike the case before -- I know that case has no  
7 precedent here.

8           But these people are not trying to hurt  
9 the island. They're trying to help their home,  
10 and thus, help the island.

11                   MR. PARKER: Mr. Chairman?

12                   MR. DODYS: If you want to address  
13 me about it, but please don't ever jump into --

14                   MR. HACKER: Hold on.

15                   MR. FARABEE: Can I offer an  
16 apology to the applicants? I had no intent of  
17 disparaging their comments. I was only trying to  
18 point out that it -- it just seems that more  
19 foresight we would have expected.

20                   MR. DODYS: I'm shaking, I'm so  
21 upset.

22                   MR. FULLER: All right. Hold on.  
23 Hold on. Nick, hold on a second. Mr. Farabee --

24                   MR. HACKER: No one is getting into  
25 an argument back here.

1                   MR. FULLER: Yeah, yeah. We're not  
2 trying to argue at all.

3                   MR. HACKER: I don't think we  
4 should be really talking about -- you didn't put  
5 it in your write-up, so why are we talking about  
6 it here.

7                   MR. FULLER: I'll answer that,  
8 yeah, on two things. I'm sorry that we brought  
9 it up, but we were asked how we got here and if  
10 it were some sort of bait and switch from 2019.  
11 So I'm sorry that we gave all the background and  
12 color on the tree and value.

13                   I visibly see that it's upsetting to  
14 you, Mr. Farabee, and I'm sorry that -- that we  
15 brought that up. But we were just simply trying  
16 to -- I could tell that you were getting a little  
17 bit annoyed when those two words would come up,  
18 so I'm sorry.

19                   We were just simply trying to give you  
20 the background on how we got here. There wasn't  
21 a bait and switch. It's simply a function of,  
22 can we add this decking now that we see the  
23 usability of it. Could we add this? It has a  
24 little bit of overage on the setback and the lot  
25 coverage.

1                   MR. FARABEE: It seems like that  
2 complicated things.

3                   MR. DODYS: And I'm sorry for  
4 getting so upset, Mr. Farabee. You seem like a  
5 swell man and a nice man. But Mr. Fuller put  
6 the -- put our matter before you very succinctly  
7 and to the point.

8                   We would like to respectfully request  
9 your consideration in passage of the slight  
10 augmentation of the deck, which we feel was  
11 straightforward in the packets that we presented.  
12 It would cause no harm to anyone to the side.

13                   It is a personal point of view, but I'm  
14 going to tell you now, from my point of view,  
15 personally and professionally, this is not a  
16 payback or mad at anyone. We're ready to move  
17 forward. We've spoken to the other people that  
18 we said we've spoken to, and that's how we  
19 presented our case.

20                   Everything Mr. Wenzel has presented, we  
21 believe, is just -- and he has got a stellar  
22 reputation, just like every member of the board  
23 that I'm addressing today. It's straightforward  
24 and it speaks for itself, and we respectfully  
25 request that you would grant us this augmentation

1 on the deck at our costs and that we can go  
2 forward.

3 MR. FULLER: And guys, I -- and  
4 gals, I would say I hope we're not punished for  
5 an oversight from the last time. I understand  
6 it's your -- your time is valuable, and that was  
7 not our intention back then.

8 We have three little girls. It was not  
9 like we came with our little kids and thought,  
10 hey, let's see if we can get this and let's see  
11 if we can get more later. And that's just not  
12 the --

13 MR. DODYS: And the board  
14 understands that. They're -- everybody is --  
15 they're good people here. Everybody is good  
16 people and people of goodwill. And that's what  
17 it is.

18 And we want the decision to rest on just  
19 what we've presented, just for -- and I can -- I  
20 don't know anything else I can say. And I'm  
21 sorry I got a little heated for a moment, but  
22 I'm -- the Fullers are -- I just, you know, I  
23 will leave it at that.

24 MR. PARKER: Mr. Chair?

25 MR. HACKER: Any other comments

1 other than trees and what we've been talking  
2 about? Do you have something you would like to  
3 add, Scott?

4 MR. PARKER: Yeah, if I may. I  
5 think that we should move away from this part of  
6 the conversation before more damage is -- more  
7 unnecessary damage is done. And let's get back  
8 to looking at, you know, what -- do we grant  
9 these two variances -- these two variances or  
10 not?

11 What are the underlying reasons? And  
12 today, when I go back there and I look at the  
13 property, I can see the need for -- the desire  
14 from -- on the homeowners' point of view, I would  
15 have the same desire. Oh, dammit, I should have  
16 put that back here on this master suite, you  
17 know, because that would have improved the  
18 liveability of my house.

19 And I do not think that granting these  
20 two requests will cause any material or  
21 significant damage to the neighborhood. I don't  
22 think that it changes anything in the front,  
23 and I think that it's a reasonable accommodation  
24 to -- to offer to these people.

25 The fact that they should have more

1 foresight, I agree completely, but I have also  
2 made many -- many times in my life gone, what was  
3 I -- why was I not thinking straight? So this is  
4 -- this is where I am with it. You know, I think  
5 we need to move off the front of the house and  
6 get back to the back of the house.

7 MR. HACKER: Thank you. And I'm  
8 not after your -- and I'm not recognizing -- I'm  
9 talking to the board members. Does anyone else  
10 have any other comments, other than the tree  
11 because I think we're getting close to saying  
12 we've heard enough and we're ready to take a  
13 vote.

14 MS. KULICK: Ron, this is Wendy.  
15 There are -- there were two things in the  
16 variance applications, one in each of them, that  
17 talks about -- that addresses 4-C about  
18 restrict -- unreasonably restricting the  
19 utilization of the property.

20 And I totally understand and appreciate  
21 what the Fullers -- why the Fullers would want to  
22 take actions. What I'm having trouble getting  
23 past is, not getting these variance -- either one  
24 or both variances approved does not unreasonably  
25 restrict utilization of the property.

1 MR. HACKER: But it does. If you  
2 can't get out of your bedroom to go to the pool,  
3 that's restricting the full use of the property.

4 MS. KULICK: Well, according to  
5 staff response, that's not what they're -- the  
6 staff's response is that it doesn't unreasonably  
7 restrict the utilization of the property.

8 It's not like they can't live in the  
9 home. I understand why they want to do what they  
10 want to do, but I'm looking at what the various  
11 findings are of staff on whom we depend to guide  
12 us in making decisions.

13 And I'm just telling you where I am,  
14 that in both instances, with both variances, yes,  
15 it would prohibit them doing what they want to  
16 do, but it does not unreasonably restrict use of  
17 the property. And I'm just going by staff's  
18 response.

19 MR. HACKER: The staff says that,  
20 Wendy, and that -- that we don't have to accept  
21 that. They said it's --

22 MS. KULICK: I understand that.

23 MR. HACKER: Okay. Any other --

24 MR. FARABEE: I wasn't on the --

25 MR. HACKER: Who is speaking?

1 MS. KULICK: That's Frank.

2 MR. CASSIDY: It's Frank Cassidy.

3 MR. HACKER: Thank you, Frank.

4 MR. CASSIDY: I wasn't on the board  
5 when the original case came up in 2019, but to  
6 me, this case is very similar to a number of  
7 other cases that we've considered since I have  
8 been on the board. And I think it's similar to  
9 what you said earlier, Ron.

10 Had we been looking at these requests  
11 de novo, without the fact that there had been a  
12 prior request for a slightly different  
13 equivocation in 2019, I think we would have  
14 approved it, and I think we should now because it  
15 improves on the situation as it was  
16 preconstruction.

17 MR. FARABEE: And along that line,  
18 I'd like to ask a question regarding the  
19 Mr. Wenzel's letter to John Taylor, the June 29th  
20 letter. On item D, where it says that this  
21 will help to bring the home into compliance, I  
22 don't -- would you explain that to me?

23 MR. WENZEL: I think it's kind of  
24 in reference to that. We brought it into further  
25 compliance last year, and if we had done what you

1 suggested and whether -- whatever the reason, if  
2 we had thought about this before, we would still  
3 have brought it from, you know, the 38 percent  
4 down to the 34.9 percent. I might be misquoting  
5 here.

6 But it would have -- even if we had  
7 brought it last year, we were still reducing the  
8 lot coverage and reducing the amount of problems  
9 that the house had created from an ordinance  
10 standpoint.

11 MR. FARABEE: Yeah. But that's not  
12 where we are. We're at 32.8 now, and you're  
13 going to 34.9. And how is that going to bring  
14 that into compliance? That's my question.

15 MR. WENZEL: I see. That might  
16 just be a miss -- just bad writing on our part in  
17 terms of just kind of explaining that we went  
18 from a higher number to a lower number, and now  
19 we're going to slightly up from that. But we're  
20 still lower than the higher number, and I  
21 apologize for that.

22 MR. FARABEE: Thank you.

23 MR. HACKER: If there's no other  
24 discussion, I would like to close this part of  
25 the meeting and go to any questions of the board.

1 Okay.

2 MR. CASSIDY: I'll move approval of  
3 both cases.

4 MR. TAYLOR: Can I interject,  
5 Mr. Hacker, for just a brief moment. Remember  
6 that we should take these in two different votes,  
7 and so either, with just -- with the motion, just  
8 announce which particular case, as you make your  
9 motion, that you are either approving, denying,  
10 or approving with conditions.

11 MR. HACKER: Frank, do we want to  
12 be approving the variance to increase the maximum  
13 amount of lot coverage to 34.9 percent?

14 MR. CASSIDY: Yes, the case 000006.

15 MR. HACKER: I'll second it. It's  
16 been moved and seconded, and we're open for a  
17 discussion.

18 MR. PARKER: I believe I've already  
19 made my position clear.

20 MR. HACKER: Okay. I will take a  
21 roll call vote again for approving the variance  
22 to allow an increase of lot coverage to 34.9  
23 percent. Wendy Kulick?

24 MS. KULICK: No.

25 MR. HACKER: Frank Cassidy?

1 MR. CASSIDY: Yes.

2 MR. HACKER: Scott Parker?

3 MR. PARKER: Aye.

4 MR. HACKER: I'm sorry?

5 MR. PARKER: Yes, I'm sorry.

6 MR. HACKER: Jay Lewis?

7 MR. LEWIS: Yes.

8 MR. HACKER: Ben Farabee?

9 MR. FARABEE: No.

10 MR. HACKER: Ron Hacker, yes.

11 It passes four to two, and the variance  
12 has been approved. I will now entertain a motion  
13 to -- for the variance request for encroaching on  
14 the rear setback by 454.6 feet.

15 MR. CASSIDY: So moved.

16 MR. PARKER: Seconded.

17 MR. HACKER: Been moved and  
18 seconded. Any discussion? If not, call to vote  
19 again in roll call. Wendy Kulick?

20 MS. KULICK: No.

21 MR. HACKER: Frank Cassidy?

22 MR. CASSIDY: Yes.

23 MR. HACKER: Scott Parker?

24 MR. PARKER: Yes.

25 MR. HACKER: Jay Lewis?

1 MR. LEWIS: Yes.

2 MR. HACKER: Ben Farabee?

3 MR. FARABEE: No.

4 MR. HACKER: Ron Hacker, yes.

5 Again, the motion that the variance to increase  
6 -- or to increase the -- or encroach on the  
7 30-foot rear setback to 454.6, basically from a  
8 standpoint that we're following the ARB's  
9 recommendation, which they did feel that they  
10 approved this also.

11 Thank you all. It's been a long day. I  
12 think that everybody wants to -- they don't have  
13 to drive home, but they're probably glad they are  
14 home.

15 John, is there anything else that you  
16 have?

17 MR. TAYLOR: That is all at the  
18 moment. I do have some future dates that I'll be  
19 sending out to the board just in regards to  
20 continuing ed, but that's all the updates that I  
21 have at this moment for the BZA.

22 Regarding beginning of the year, you  
23 remember that we did say that we were going to  
24 review our -- our rules of procedure, but that's  
25 still just going to table it. They -- until, I

1 think, we get affirmed from the counsel that was  
2 working with us on that particular point. So  
3 just kind of still hold on in that particular  
4 actionable item.

5 MR. FARABEE: And are we looking to  
6 continue the zoom meetings in August?

7 MR. TAYLOR: At this time we've  
8 been going month to month, and that will be  
9 something that -- counsel sort of looks at all of  
10 our public meetings. And so right now, I don't  
11 have a definitive answer, but right now, we'll  
12 say yes until further notice.

13 MR. DODYS: Chairman Hacker?

14 MR. HACKER: Yes.

15 MR. DODYS: I just want to thank  
16 you to you and the board on behalf of Mr. Fuller  
17 and myself and Mr. Wenzel. And, Mr. Farabee, I  
18 thank you. I believe decent people can disagree  
19 but things cool off.

20 MR. FULLER: And I just simply  
21 wanted to say thank you to everybody's time and  
22 commitment to the island, and we appreciate it.

23 MS. FULLER: Yes, thank you very  
24 much.

25 MR. DODYS: Thank you very much.

1 MR. HACKER: Now, I'd like to  
2 entertain a motion to adjourn the meeting.

3 MR. PARKER: So moved.

4 MS. KULICK: So moved.

5 MR. HACKER: Moved and seconded.

6 All those in favor say "aye".

7 (All respond with aye.)

8 MR. HACKER: Motion encouraged  
9 unanimately. Good night.

10 (The BZA meeting concluded at 5:13  
11 p.m.)

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1 CERTIFICATE OF REPORTER  
2 STATE OF SOUTH CAROLINA  
3 COUNTY OF DORCHESTER

4 I, Jennifer M. Adams, Certified  
5 Shorthand Reporter and Notary Public for the  
6 State of South Carolina at Large, do hereby  
7 certify that the witness whose attached in the  
8 foregoing board meeting was by me duly sworn to  
9 testify to the truth, the whole truth, and  
10 nothing but the truth in the within-entitled  
11 cause; that said board meeting was taken at the  
12 time and location therein stated; that the  
13 testimony of the witness and all objections made  
14 at the time of the examination were recorded  
15 stenographically by me and were thereafter  
16 transcribed by computer-aided transcription; that  
17 the foregoing is a full, complete and true record  
18 of the testimony of the witness and of all  
19 objections made at the time of the examination;  
20 and that the witness was given an opportunity to  
21 read and correct said board meeting and to  
22 subscribe the same.

23 Should the signature of the witness  
24 not be affixed to the board meeting, the witness  
25 shall not have availed himself/herself of the  
opportunity to sign or the signature has been  
waived.

I further certify that I am neither  
related to nor counsel for any party to the cause  
pending or interested in the events thereof.

Witness my hand, I have hereunto  
affixed my official seal on July 31st, 2020 at  
Charleston, Charleston County, South Carolina.

18

19

20

21 Jennifer M. Adams  
22 Court Reporter And Notary Public  
23 My commission expires: 02/07/2022

22

23

24

25

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<b>area</b> (18)	<b>bedrooms</b> (3)	<b>buy</b> (1)	<b>clarification</b> (1)
<b>areas</b> (4)	<b>beginning</b> (1)	<b>buying</b> (1)	<b>clarify</b> (1)
<b>argue</b> (3)	<b>behalf</b> (1)	<b>BZA</b> (15)	<b>clarifying</b> (2)
<b>argument</b> (2)	<b>believe</b> (18)	<b>BZA20-000005</b> (1)	<b>CLARK</b> (1)
<b>arrive</b> (1)	<b>believed</b> (1)	<b>BZA20-000006</b> (3)	<b>claw</b> (1)
<b>artistry</b> (1)	<b>belonging</b> (1)	<b>BZA20-000007</b> (2)	<b>clear</b> (5)
<b>asked</b> (6)	<b>BEN</b> (17)	<b>&lt; C &gt;</b>	<b>clearance</b> (1)
<b>asking</b> (1)	<b>benefit</b> (1)	<b>call</b> (10)	<b>clearer</b> (1)
<b>aspect</b> (1)	<b>Ben's</b> (1)	<b>called</b> (1)	<b>clearing</b> (2)
<b>assembled</b> (1)	<b>best</b> (3)	<b>canopy</b> (6)	<b>clearly</b> (2)
<b>assist</b> (1)	<b>bet</b> (2)	<b>Careful</b> (1)	<b>Cline</b> (4)
<b>ASSOCIATES</b> (1)	<b>better</b> (3)	<b>Carolina</b> (8)	<b>close</b> (6)
<b>assumed</b> (2)	<b>beyond</b> (2)	<b>CASE</b> (50)	<b>closed</b> (1)
<b>assumptions</b> (1)	<b>big</b> (5)	<b>cases</b> (9)	<b>closer</b> (2)
<b>Atlanta</b> (1)	<b>bigger</b> (2)	<b>CASSIDY</b> (19)	<b>cluster</b> (3)
<b>attached</b> (3)	<b>biggest</b> (2)	<b>cause</b> (7)	<b>Code</b> (2)
<b>attention</b> (3)	<b>bit</b> (6)	<b>causing</b> (2)	<b>collusion</b> (1)
<b>ATTORNEY</b> (5)	<b>blend</b> (1)	<b>CENTER</b> (2)	<b>color</b> (1)
			<b>combination</b> (1)

<b>combining</b> (1)	<b>contacted</b> (1)	<b>currently</b> (5)	<b>designing</b> (1)
<b>come</b> (15)	<b>contained</b> (2)	<b>curtilage</b> (2)	<b>designs</b> (1)
<b>comes</b> (2)	<b>contains</b> (1)	<b>cut</b> (1)	<b>desire</b> (4)
<b>comfortable</b> (4)	<b>contempt</b> (1)	<b>cutting</b> (1)	<b>detached</b> (20)
<b>coming</b> (6)	<b>contention</b> (1)	<b>&lt; D &gt;</b>	<b>detaches</b> (1)
<b>comment</b> (9)	<b>contentions</b> (1)	<b>damage</b> (5)	<b>detail</b> (1)
<b>comments</b> (21)	<b>contentious</b> (1)	<b>damages</b> (1)	<b>details</b> (2)
<b>commission</b> (1)	<b>context</b> (1)	<b>dammit</b> (1)	<b>determination</b> (1)
<b>commitment</b> (1)	<b>continue</b> (4)	<b>dare</b> (1)	<b>determined</b> (2)
<b>common</b> (3)	<b>continuing</b> (1)	<b>data</b> (3)	<b>detrimental</b> (3)
<b>communication</b> (1)	<b>contract</b> (1)	<b>dated</b> (1)	<b>devalued</b> (1)
<b>community</b> (1)	<b>contractor</b> (2)	<b>dates</b> (1)	<b>developed</b> (3)
<b>compared</b> (2)	<b>contractors</b> (1)	<b>day</b> (1)	<b>developing</b> (1)
<b>compatibility</b> (1)	<b>control</b> (2)	<b>days</b> (2)	<b>development</b> (20)
<b>compatible</b> (8)	<b>convenience</b> (2)	<b>de</b> (1)	<b>developments</b> (1)
<b>complete</b> (3)	<b>conveniently</b> (1)	<b>dead</b> (2)	<b>devices</b> (1)
<b>completely</b> (2)	<b>conversation</b> (4)	<b>deal</b> (1)	<b>diagram</b> (1)
<b>compliance</b> (11)	<b>convinced</b> (1)	<b>dealing</b> (1)	<b>dialogue</b> (1)
<b>complicated</b> (1)	<b>cool</b> (2)	<b>deals</b> (1)	<b>dictates</b> (1)
<b>complies</b> (1)	<b>core</b> (1)	<b>decent</b> (1)	<b>difference</b> (1)
<b>component</b> (1)	<b>corner</b> (7)	<b>decide</b> (1)	<b>different</b> (7)
<b>compound</b> (1)	<b>correct</b> (12)	<b>decision</b> (8)	<b>difficult</b> (5)
<b>compound-like</b> (1)	<b>correction</b> (1)	<b>decisions</b> (3)	<b>digital</b> (1)
<b>comprehensive</b> (2)	<b>corridor</b> (5)	<b>deck</b> (26)	<b>direct</b> (3)
<b>computer-aided</b> (1)	<b>corridors</b> (2)	<b>decking</b> (8)	<b>direction</b> (2)
<b>concept</b> (3)	<b>cosmetic</b> (1)	<b>declaration</b> (1)	<b>directions</b> (1)
<b>conceptual</b> (2)	<b>cost</b> (1)	<b>defer</b> (1)	<b>directly</b> (4)
<b>concern</b> (4)	<b>costs</b> (1)	<b>defies</b> (1)	<b>director</b> (4)
<b>concerned</b> (7)	<b>counsel</b> (3)	<b>definitely</b> (4)	<b>disadvantage</b> (1)
<b>concerning</b> (1)	<b>COUNTY</b> (2)	<b>definitive</b> (1)	<b>disagree</b> (1)
<b>concerns</b> (17)	<b>couple</b> (2)	<b>degrees</b> (4)	<b>disapproval</b> (1)
<b>concluded</b> (1)	<b>Courier</b> (1)	<b>delineate</b> (1)	<b>disapproved</b> (1)
<b>conclusion</b> (2)	<b>course</b> (10)	<b>delineated</b> (3)	<b>discover</b> (1)
<b>concrete</b> (1)	<b>courses</b> (1)	<b>demolished</b> (1)	<b>discuss</b> (3)
<b>conditional</b> (1)	<b>Court</b> (7)	<b>denied</b> (1)	<b>discussing</b> (1)
<b>conditions</b> (9)	<b>courtyard</b> (2)	<b>dense</b> (1)	<b>discussion</b> (4)
<b>confidence</b> (2)	<b>cover</b> (1)	<b>densely</b> (1)	<b>disparaging</b> (1)
<b>conflict</b> (2)	<b>coverage</b> (24)	<b>density</b> (2)	<b>dispute</b> (1)
<b>connector</b> (1)	<b>covering</b> (1)	<b>deny</b> (2)	<b>distance</b> (1)
<b>consider</b> (6)	<b>cram</b> (1)	<b>denying</b> (1)	<b>distract</b> (1)
<b>consideration</b> (4)	<b>create</b> (8)	<b>Denzinger</b> (2)	<b>distracting</b> (1)
<b>considered</b> (7)	<b>created</b> (1)	<b>department</b> (1)	<b>DISTRICT</b> (11)
<b>consistent</b> (5)	<b>creates</b> (3)	<b>depend</b> (1)	<b>diversity</b> (1)
<b>consisting</b> (1)	<b>creating</b> (2)	<b>deprives</b> (1)	<b>divert</b> (1)
<b>constantly</b> (1)	<b>creation</b> (1)	<b>described</b> (1)	<b>doc</b> (1)
<b>consternation</b> (1)	<b>criteria</b> (28)	<b>design</b> (24)	<b>Dock</b> (8)
<b>constructed</b> (2)	<b>critical</b> (2)	<b>designated</b> (1)	<b>documentation</b> (1)
<b>construction</b> (6)	<b>critique</b> (1)	<b>designed</b> (5)	<b>documents</b> (1)
<b>consulting</b> (1)	<b>current</b> (9)		<b>DODYS</b> (30)

<b>doing</b> (9)	<b>enter</b> (2)	<b>explored</b> (1)	<b>First</b> (25)
<b>dominant</b> (2)	<b>entered</b> (2)	<b>exposes</b> (1)	<b>fits</b> (1)
<b>dominate</b> (1)	<b>entering</b> (1)	<b>expressed</b> (1)	<b>five</b> (3)
<b>DORCHESTER</b> (1)	<b>entertain</b> (3)	<b>extent</b> (8)	<b>five-foot</b> (1)
<b>double</b> (1)	<b>entertainment</b> (2)	<b>eyes</b> (1)	<b>five-pound</b> (1)
<b>drainage</b> (14)	<b>entire</b> (3)	< F >	<b>fix</b> (3)
<b>dramatic</b> (6)	<b>entrance</b> (3)	<b>face</b> (1)	<b>flag</b> (3)
<b>dramatically</b> (1)	<b>entry</b> (7)	<b>faces</b> (4)	<b>flexibility</b> (3)
<b>drawings</b> (1)	<b>entryway</b> (6)	<b>facing</b> (2)	<b>flip</b> (1)
<b>drawn</b> (1)	<b>environmental</b> (1)	<b>fact</b> (11)	<b>flooding</b> (1)
<b>drive</b> (13)	<b>equipped</b> (1)	<b>fact-finding</b> (1)	<b>floor</b> (18)
<b>driveway</b> (19)	<b>equivalent</b> (2)	<b>facts</b> (2)	<b>flow</b> (1)
<b>driving</b> (2)	<b>equivocation</b> (1)	<b>Failure</b> (1)	<b>focus</b> (3)
<b>dropping</b> (1)	<b>essence</b> (3)	<b>fair</b> (2)	<b>focused</b> (1)
<b>due</b> (7)	<b>essentially</b> (3)	<b>fall</b> (1)	<b>focuses</b> (1)
<b>duly</b> (1)	<b>established</b> (1)	<b>false</b> (1)	<b>follow</b> (1)
<b>dune</b> (2)	<b>et</b> (1)	<b>family</b> (5)	<b>following</b> (5)
<b>dwelling</b> (2)	<b>evacuate</b> (1)	<b>far</b> (4)	<b>follow-up</b> (1)
<b>dwellings</b> (1)	<b>event</b> (1)	<b>FARABEE</b> (73)	<b>foot</b> (2)
< E >	<b>events</b> (1)	<b>Farabee's</b> (3)	<b>footage</b> (2)
<b>earlier</b> (3)	<b>everybody</b> (5)	<b>fathom</b> (1)	<b>footprint</b> (1)
<b>early</b> (1)	<b>everybody's</b> (1)	<b>favor</b> (8)	<b>foregoing</b> (2)
<b>east</b> (10)	<b>evidence</b> (3)	<b>favorably</b> (1)	<b>foresight</b> (4)
<b>eastern</b> (1)	<b>evidenced</b> (1)	<b>favors</b> (1)	<b>forget</b> (1)
<b>ed</b> (1)	<b>exacerbates</b> (1)	<b>feature</b> (3)	<b>forgot</b> (1)
<b>effect</b> (4)	<b>exactly</b> (2)	<b>features</b> (3)	<b>form</b> (2)
<b>efficiency</b> (1)	<b>examination</b> (2)	<b>February</b> (1)	<b>formal</b> (2)
<b>effort</b> (3)	<b>example</b> (1)	<b>feel</b> (15)	<b>forward</b> (5)
<b>efforts</b> (1)	<b>exceed</b> (2)	<b>feeling</b> (1)	<b>found</b> (1)
<b>eight</b> (1)	<b>exception</b> (22)	<b>feels</b> (1)	<b>foundation</b> (1)
<b>either</b> (17)	<b>exceptional</b> (1)	<b>feet</b> (22)	<b>four</b> (1)
<b>elected</b> (2)	<b>exceptions</b> (4)	<b>felt</b> (4)	<b>FRANK</b> (9)
<b>elements</b> (1)	<b>excuse</b> (2)	<b>fl</b> (1)	<b>frankly</b> (1)
<b>elevated</b> (2)	<b>exhibits</b> (2)	<b>fide</b> (1)	<b>Freedom</b> (2)
<b>elevation</b> (3)	<b>exist</b> (3)	<b>Fifteen</b> (1)	<b>front</b> (28)
<b>eliminate</b> (1)	<b>existing</b> (15)	<b>fight</b> (1)	<b>fruition</b> (1)
<b>embodied</b> (1)	<b>expansive</b> (1)	<b>file</b> (1)	<b>full</b> (5)
<b>empowered</b> (1)	<b>expect</b> (1)	<b>filed</b> (1)	<b>Fuller</b> (45)
<b>Enabling</b> (1)	<b>expectation</b> (1)	<b>fill</b> (2)	<b>Fullers</b> (9)
<b>encouraged</b> (2)	<b>expected</b> (1)	<b>final</b> (6)	<b>full-time</b> (2)
<b>encroach</b> (1)	<b>expedite</b> (1)	<b>finalize</b> (2)	<b>fully</b> (1)
<b>encroaching</b> (2)	<b>experience</b> (2)	<b>finally</b> (2)	<b>function</b> (2)
<b>endeavors</b> (1)	<b>experienced</b> (1)	<b>financial</b> (1)	<b>fundamental</b> (1)
<b>ends</b> (1)	<b>expires</b> (1)	<b>findings</b> (4)	<b>further</b> (10)
<b>enhancing</b> (2)	<b>explain</b> (6)	<b>fine</b> (3)	<b>Furthermore</b> (1)
<b>enjoy</b> (1)	<b>explaining</b> (1)	<b>fingertips</b> (1)	<b>future</b> (1)
<b>enjoyed</b> (1)	<b>explanation</b> (1)	<b>fire</b> (3)	< G >
<b>ensure</b> (4)	<b>explore</b> (2)	<b>firm</b> (1)	<b>gain</b> (1)

<b>gals</b> (1)	<b>happens</b> (2)	<b>hundred</b> (1)	<b>intend</b> (2)
<b>gathering</b> (1)	<b>happy</b> (2)	<b>hurt</b> (1)	<b>intended</b> (1)
<b>general</b> (2)	<b>hard</b> (4)	<b>hurting</b> (1)	<b>intent</b> (11)
<b>generate</b> (1)	<b>hardship</b> (1)	< I >	<b>intention</b> (1)
<b>generated</b> (1)	<b>harm</b> (1)	<b>idea</b> (3)	<b>interest</b> (4)
<b>gentleman</b> (1)	<b>harmony</b> (1)	<b>identify</b> (2)	<b>interested</b> (2)
<b>Georgia</b> (1)	<b>Hayes</b> (4)	<b>identifying</b> (2)	<b>interesting</b> (1)
<b>germane</b> (1)	<b>hazardous</b> (1)	<b>images</b> (3)	<b>interim</b> (1)
<b>getting</b> (8)	<b>head</b> (1)	<b>imaging</b> (2)	<b>interior</b> (1)
<b>girls</b> (1)	<b>health</b> (1)	<b>immediately</b> (2)	<b>interject</b> (2)
<b>give</b> (2)	<b>hear</b> (11)	<b>impact</b> (27)	<b>interjected</b> (1)
<b>given</b> (4)	<b>heard</b> (5)	<b>impactful</b> (7)	<b>internal</b> (1)
<b>glad</b> (1)	<b>hearing</b> (4)	<b>impacts</b> (10)	<b>interpret</b> (1)
<b>glass</b> (2)	<b>heated</b> (1)	<b>impeding</b> (1)	<b>interrupt</b> (1)
<b>go</b> (26)	<b>heavily</b> (1)	<b>Implementation</b> (1)	<b>intrusion</b> (1)
<b>goal</b> (1)	<b>height</b> (6)	<b>implications</b> (1)	<b>invade</b> (1)
<b>goals</b> (1)	<b>Hello</b> (1)	<b>important</b> (3)	<b>invasion</b> (1)
<b>goes</b> (2)	<b>help</b> (6)	<b>importantly</b> (1)	<b>invested</b> (1)
<b>going</b> (42)	<b>helped</b> (1)	<b>impose</b> (2)	<b>invests</b> (1)
<b>golf</b> (4)	<b>helps</b> (2)	<b>impressive</b> (1)	<b>involved</b> (2)
<b>good</b> (6)	<b>hereunto</b> (1)	<b>improve</b> (1)	<b>irrelevant</b> (1)
<b>goodwill</b> (1)	<b>hero</b> (1)	<b>improved</b> (1)	<b>ISLAND</b> (22)
<b>Government</b> (1)	<b>hey</b> (1)	<b>improvement</b> (2)	<b>Island's</b> (1)
<b>grain</b> (1)	<b>Hi</b> (1)	<b>improves</b> (1)	<b>issue</b> (6)
<b>grand</b> (6)	<b>hide</b> (1)	<b>inadvertently</b> (1)	<b>issued</b> (3)
<b>grant</b> (6)	<b>high</b> (7)	<b>inaudible</b> (4)	<b>issues</b> (10)
<b>granted</b> (4)	<b>higher</b> (2)	<b>include</b> (1)	<b>it'd</b> (1)
<b>granting</b> (1)	<b>highlight</b> (3)	<b>included</b> (2)	<b>item</b> (2)
<b>grateful</b> (1)	<b>highlights</b> (1)	<b>including</b> (3)	<b>it'll</b> (1)
<b>great</b> (2)	<b>highly</b> (1)	<b>incompatible</b> (1)	<b>its</b> (7)
<b>ground</b> (1)	<b>himself/herself</b> (1)	<b>inconsistent</b> (1)	< J >
<b>grove</b> (1)	<b>Hold</b> (5)	<b>incorporate</b> (1)	<b>JAY</b> (6)
<b>growable</b> (1)	<b>HOLDINGS</b> (2)	<b>incorporates</b> (2)	<b>JENNIFER</b> (9)
<b>guard</b> (1)	<b>home</b> (29)	<b>increase</b> (13)	<b>Jill</b> (3)
<b>guess</b> (4)	<b>homeowner</b> (1)	<b>incrementally</b> (2)	<b>job</b> (1)
<b>guest</b> (20)	<b>homeowners</b> (4)	<b>Indigo</b> (2)	<b>JOE</b> (5)
<b>guests</b> (1)	<b>homes</b> (4)	<b>individually</b> (1)	<b>JOEL</b> (12)
<b>guide</b> (1)	<b>honest</b> (1)	<b>infinity</b> (1)	<b>JOHN</b> (21)
<b>guidelines</b> (3)	<b>hope</b> (4)	<b>inform</b> (1)	<b>John's</b> (1)
<b>guys</b> (5)	<b>hopefully</b> (1)	<b>Information</b> (13)	<b>join</b> (1)
< H >	<b>horizontal</b> (1)	<b>initial</b> (1)	<b>JR</b> (2)
<b>HACKER</b> (145)	<b>hotels</b> (1)	<b>initially</b> (1)	<b>JULY</b> (4)
<b>hall</b> (1)	<b>hours</b> (2)	<b>innovation</b> (1)	<b>jump</b> (2)
<b>Hanan</b> (3)	<b>house</b> (59)	<b>input</b> (1)	<b>June</b> (6)
<b>hand</b> (5)	<b>houses</b> (1)	<b>inspection</b> (2)	<b>jurisdiction</b> (1)
<b>hands</b> (1)	<b>housewife</b> (1)	<b>installed</b> (1)	< K >
<b>happen</b> (1)	<b>housing</b> (2)	<b>instances</b> (1)	<b>keep</b> (2)
<b>happened</b> (10)	<b>Huggins</b> (1)	<b>integrity</b> (6)	
	<b>Huh-uh</b> (1)		

<b>keeping</b> (2)	<b>limbs</b> (1)	<b>malice</b> (1)	<b>moderate</b> (1)
<b>Kevin</b> (5)	<b>limit</b> (2)	<b>man</b> (2)	<b>Molly</b> (4)
<b>KIAWAH</b> (24)	<b>limited</b> (1)	<b>map</b> (1)	<b>moment</b> (4)
<b>KICA</b> (3)	<b>limits</b> (1)	<b>March</b> (1)	<b>moments</b> (1)
<b>kids</b> (1)	<b>line</b> (8)	<b>mark</b> (1)	<b>money</b> (2)
<b>kill</b> (1)	<b>lines</b> (12)	<b>marsh</b> (8)	<b>month</b> (2)
<b>kind</b> (11)	<b>list</b> (1)	<b>mass</b> (10)	<b>months</b> (3)
<b>kinds</b> (1)	<b>listed</b> (1)	<b>massing</b> (8)	<b>Morris</b> (4)
<b>kitchen</b> (1)	<b>listen</b> (1)	<b>massive</b> (3)	<b>mother</b> (1)
<b>knew</b> (1)	<b>listening</b> (1)	<b>master</b> (7)	<b>motion</b> (13)
<b>knock</b> (1)	<b>little</b> (14)	<b>material</b> (6)	<b>motions</b> (1)
<b>knocked</b> (3)	<b>live</b> (8)	<b>materially</b> (3)	<b>move</b> (12)
<b>know</b> (42)	<b>liveability</b> (1)	<b>materials</b> (5)	<b>moved</b> (12)
<b>knowledge</b> (2)	<b>lived</b> (2)	<b>matter</b> (3)	<b>moving</b> (3)
<b>KULICK</b> (36)	<b>living</b> (5)	<b>matters</b> (1)	<b>Mt</b> (2)
	<b>LLC</b> (1)	<b>mature</b> (3)	<b>multiple</b> (3)
< L >	<b>Local</b> (1)	<b>maximum</b> (6)	<b>MUNICIPAL</b> (1)
<b>lack</b> (1)	<b>locate</b> (1)	<b>MCDONALD</b> (14)	<b>muted</b> (1)
<b>lagoon</b> (3)	<b>located</b> (16)	<b>McDonalds</b> (1)	<b>mutual</b> (1)
<b>lame</b> (1)	<b>locating</b> (1)	<b>mean</b> (11)	< N >
<b>land</b> (2)	<b>LOCATION</b> (25)	<b>meaning</b> (2)	<b>name</b> (5)
<b>landscape</b> (22)	<b>locations</b> (3)	<b>means</b> (1)	<b>narrow</b> (1)
<b>landscaping</b> (4)	<b>long</b> (3)	<b>meant</b> (1)	<b>narrowness</b> (1)
<b>Lane</b> (1)	<b>longer</b> (1)	<b>measure</b> (1)	<b>natural</b> (5)
<b>language</b> (1)	<b>look</b> (13)	<b>measuring</b> (1)	<b>nature</b> (4)
<b>Large</b> (11)	<b>looked</b> (1)	<b>mechanisms</b> (2)	<b>nay</b> (2)
<b>larger</b> (4)	<b>looking</b> (12)	<b>media</b> (1)	<b>near</b> (2)
<b>largest</b> (1)	<b>looks</b> (4)	<b>meet</b> (6)	<b>nearest</b> (1)
<b>lastly</b> (1)	<b>loss</b> (1)	<b>MEETING</b> (18)	<b>neat</b> (2)
<b>lawn</b> (1)	<b>lost</b> (2)	<b>meetings</b> (3)	<b>necessarily</b> (1)
<b>lawyer</b> (1)	<b>lot</b> (59)	<b>meets</b> (2)	<b>need</b> (9)
<b>lay</b> (1)	<b>lots</b> (4)	<b>MEMBER</b> (4)	<b>needed</b> (3)
<b>layout</b> (1)	<b>louder</b> (1)	<b>MEMBERS</b> (6)	<b>needs</b> (2)
<b>leading</b> (2)	<b>love</b> (2)	<b>membership</b> (1)	<b>negative</b> (5)
<b>leased</b> (1)	<b>loving</b> (1)	<b>mentioned</b> (4)	<b>negatively</b> (4)
<b>leave</b> (4)	<b>low</b> (4)	<b>meshing</b> (1)	<b>neighbor</b> (13)
<b>led</b> (1)	<b>low-back</b> (1)	<b>met</b> (6)	<b>neighborhood</b> (9)
<b>left</b> (5)	<b>lower</b> (3)	<b>MHF</b> (2)	<b>neighborhoods</b> (4)
<b>legal</b> (1)		<b>microphones</b> (1)	<b>neighboring</b> (10)
<b>length</b> (1)	< M >	<b>Mike</b> (3)	<b>neighbors</b> (24)
<b>lesson</b> (1)	<b>machinations</b> (1)	<b>mind</b> (1)	<b>neighbor's</b> (2)
<b>letter</b> (31)	<b>mad</b> (1)	<b>minds</b> (1)	<b>neither</b> (1)
<b>letters</b> (3)	<b>mailed</b> (2)	<b>minimize</b> (5)	<b>nestled</b> (1)
<b>level</b> (3)	<b>main</b> (5)	<b>minimizing</b> (2)	<b>nestles</b> (1)
<b>LEWIS</b> (16)	<b>maintain</b> (1)	<b>minute</b> (3)	<b>never</b> (1)
<b>life</b> (2)	<b>maintaining</b> (1)	<b>minutes</b> (4)	<b>new</b> (4)
<b>lift</b> (2)	<b>major</b> (1)	<b>misquoting</b> (1)	<b>news</b> (1)
<b>light</b> (2)	<b>majority</b> (1)	<b>missing</b> (2)	<b>nice</b> (1)
<b>likelihood</b> (2)	<b>making</b> (3)	<b>mitigate</b> (5)	

Nick (9)  
 night (1)  
 noise (4)  
 Nope (1)  
 normal (2)  
 north (17)  
 northeast (2)  
 northern (1)  
 northwest (1)  
 Notary (2)  
 noted (2)  
 notice (3)  
 notification (1)  
 notified (3)  
 novo (1)  
 NUMBER (17)

## &lt; O &gt;

oak (12)  
 oaks (11)  
 oath (1)  
 objections (2)  
 objective (1)  
 obtain (1)  
 obvious (1)  
 obviously (4)  
 Ocean (1)  
 offense (1)  
 offer (2)  
 official (2)  
 oh (6)  
 Oil (2)  
 Okay (42)  
 Old (8)  
 older (3)  
 once (2)  
 ones (1)  
 One-story (3)  
 onsite (1)  
 oomph (1)  
 open (12)  
 opinion (2)  
 opportunity (4)  
 opposed (5)  
 orally (1)  
 order (8)  
 Ordinance (14)  
 ordinances (3)  
 organizations (1)

orientation (1)  
 oriented (1)  
 original (5)  
 originally (1)  
 ought (2)  
 outbuilding (2)  
 outdoor (2)  
 outlined (2)  
 outside (1)  
 overaction (1)  
 overage (1)  
 overall (4)  
 overreaction (1)  
 oversight (3)  
 overturn (1)  
 OWNER (9)  
 owners (3)

## &lt; P &gt;

p.m (1)  
 packet (2)  
 packets (1)  
 paid (1)  
 pair (1)  
 palm (1)  
 palms (2)  
 panel (1)  
 paragraph (1)  
 parallel (1)  
 parcels (1)  
 Park (1)  
 PARKER (34)  
 parking (4)  
 parks (1)  
 part (11)  
 partially (2)  
 participants (1)  
 participate (1)  
 particular (40)  
 particularly (1)  
 parties (3)  
 party (2)  
 passage (1)  
 Passes (3)  
 patios (1)  
 pattern (1)  
 pause (1)  
 paving (2)  
 payback (4)  
 payer (1)  
 paying (2)  
 peace (1)  
 pedestrian (1)  
 Peggy (4)  
 pending (1)  
 people (17)  
 perceived (1)  
 percent (15)  
 periodic (1)  
 permanent (3)  
 permission (1)  
 permit (3)  
 permits (2)  
 permitted (2)  
 permitting (1)  
 person (2)  
 personal (1)  
 personally (1)  
 Persons (2)  
 pertaining (2)  
 pertinent (2)  
 Phillips (1)  
 phone (3)  
 physical (1)  
 picture (1)  
 pictures (1)  
 piece (6)  
 place (8)  
 placed (6)  
 placement (9)  
 places (2)  
 plan (26)  
 Planning (5)  
 plans (13)  
 plant (1)  
 planted (2)  
 planting (4)  
 plantings (1)  
 plat (1)  
 Pleasant (2)  
 please (18)  
 pleased (1)  
 Plenty (1)  
 poetic (2)  
 poetry (1)  
 point (22)  
 pointed (1)  
 pool (17)

poor (1)  
 popular (1)  
 population (1)  
 porch (1)  
 porte-cochere (13)  
 portfolio (1)  
 portion (3)  
 position (9)  
 positioned (1)  
 positioning (1)  
 positions (1)  
 positive (1)  
 possession (1)  
 possible (1)  
 Post (1)  
 posted (1)  
 pounds (1)  
 powerful (1)  
 precedent (1)  
 preconstruction (1)  
 prehistoric (1)  
 preliminary (8)  
 PRESENT (11)  
 presentation (3)  
 presented (6)  
 presenting (1)  
 preservation (1)  
 preserve (8)  
 preserved (2)  
 preserves (2)  
 preserving (1)  
 pretty (1)  
 prevent (2)  
 preventing (1)  
 previous (1)  
 previously (1)  
 price (2)  
 primary (3)  
 principal (18)  
 principle (1)  
 printed (1)  
 prior (4)  
 priorities (1)  
 privacy (10)  
 privy (2)  
 pro (1)  
 probably (10)  
 problem (3)  
 problematic (2)

problems (4)	quite (6)	reiterate (1)	result (1)
procedural (1)	quo (1)	reject (5)	retain (1)
procedure (3)	quorum (1)	related (2)	retaining (1)
proceed (2)	quote (10)	relation (1)	reveal (4)
proceeding (2)	< R >	relative (1)	review (23)
process (5)	R-1 (6)	relief (1)	reviewed (1)
professionally (1)	raise (4)	remarks (1)	reviewing (1)
programming (1)	raising (1)	remember (5)	revise (5)
progress (1)	reach (1)	removal (3)	<b>REVOCABLE</b> (2)
prohibit (2)	reaches (1)	remove (2)	ridiculous (1)
prohibited (3)	reaction (3)	removed (3)	right (44)
project (10)	reactions (1)	removing (1)	rights (3)
promote (2)	read (5)	rent (1)	risk (1)
proper (3)	readily (1)	repeat (1)	Road (16)
properties (11)	reading (1)	<b>REPORTED</b> (1)	roadway (1)
<b>PROPERTY</b> (100)	ready (3)	<b>REPORTER</b> (6)	<b>ROCHE</b> (29)
proposal (9)	real (5)	reporting (1)	Roches (4)
propose (3)	realized (1)	represent (1)	roll (3)
proposed (50)	realizing (1)	<b>REPRESENTATIVE</b>	<b>RON</b> (13)
proposes (1)	really (19)	(6)	roof (10)
proposing (3)	rear (15)	represented (1)	room (2)
protection (1)	reason (11)	represents (1)	rotate (3)
prove (2)	reasonable (1)	reputation (1)	rotating (2)
proved (1)	reasons (4)	request (23)	rotation (2)
provide (7)	rebut (1)	requested (4)	rules (2)
provided (6)	<b>Rebuttal</b> (1)	requesting (2)	rulings (2)
provides (1)	recall (1)	requests (3)	run (1)
providing (2)	received (5)	require (4)	running (1)
proximity (5)	receiving (2)	required (5)	runs (1)
public (9)	recognize (2)	requirement (2)	<b>RWS</b> (2)
published (1)	recognized (1)	requirements (6)	< S >
pull (3)	recognizing (1)	requires (1)	safety (2)
pulling (1)	recommend (2)	reserve (1)	sale (1)
punished (1)	recommendation (2)	residence (15)	Sara (12)
purchased (3)	recommending (1)	resident (1)	sat (2)
purpose (6)	record (8)	<b>Residential</b> (6)	saves (1)
purview (4)	recorded (1)	residents (2)	saying (10)
pushed (2)	recreated (1)	respect (2)	says (5)
pushing (2)	reduce (9)	respectfully (4)	<b>SC</b> (2)
put (21)	reduced (5)	respectively (1)	scale (6)
putting (6)	reducing (5)	respond (3)	scheme (1)
< Q >	reduction (1)	responding (2)	<b>SCOTT</b> (18)
quasi-judicial (2)	reference (1)	responds (1)	screen (5)
question (35)	regard (1)	response (16)	screening (11)
questioning (1)	regarding (17)	rest (1)	screens (1)
questions (21)	regards (3)	restrict (4)	seal (1)
quick (2)	regulated (1)	restricting (2)	seating (1)
quid (1)	regulations (2)	restrictions (1)	seclusion (1)

<b>second</b> (25)	<b>significant</b> (6)	<b>specifically</b> (1)	<b>strongly</b> (1)
<b>seconded</b> (7)	<b>significantly</b> (2)	<b>specifics</b> (1)	<b>structural</b> (1)
<b>Secondly</b> (1)	<b>similar</b> (2)	<b>specs</b> (1)	<b>structure</b> (43)
<b>Section</b> (5)	<b>Similarly</b> (1)	<b>speech</b> (1)	<b>structures</b> (5)
<b>see</b> (31)	<b>simple</b> (2)	<b>spent</b> (1)	<b>studies</b> (1)
<b>seeing</b> (4)	<b>simply</b> (6)	<b>spirit</b> (2)	<b>Studio</b> (5)
<b>seek</b> (1)	<b>single</b> (2)	<b>splits</b> (2)	<b>study</b> (4)
<b>seen</b> (8)	<b>singular</b> (1)	<b>spoke</b> (3)	<b>stuff</b> (2)
<b>self</b> (1)	<b>sir</b> (9)	<b>spoken</b> (2)	<b>styles</b> (1)
<b>sending</b> (1)	<b>sit</b> (2)	<b>spot</b> (2)	<b>subflooring</b> (2)
<b>sense</b> (5)	<b>site</b> (29)	<b>sprawling</b> (1)	<b>subject</b> (13)
<b>SENST</b> (13)	<b>sited</b> (9)	<b>square</b> (9)	<b>sublease</b> (1)
<b>sent</b> (6)	<b>sites</b> (1)	<b>squared</b> (1)	<b>submittal</b> (4)
<b>separate</b> (4)	<b>siting</b> (4)	<b>squeezing</b> (1)	<b>submitted</b> (3)
<b>separately</b> (2)	<b>sittings</b> (1)	<b>St</b> (1)	<b>subpoena</b> (1)
<b>serve</b> (2)	<b>sits</b> (1)	<b>stable</b> (1)	<b>subscribe</b> (1)
<b>session</b> (1)	<b>sitting</b> (1)	<b>STAFF</b> (22)	<b>subsequently</b> (2)
<b>set</b> (4)	<b>situated</b> (2)	<b>staff's</b> (2)	<b>successful</b> (2)
<b>setback</b> (21)	<b>situation</b> (4)	<b>stages</b> (1)	<b>succinctly</b> (1)
<b>setbacks</b> (8)	<b>situations</b> (1)	<b>stair</b> (1)	<b>suddenly</b> (1)
<b>seven</b> (1)	<b>size</b> (3)	<b>staircase</b> (1)	<b>sufficient</b> (1)
<b>severe</b> (1)	<b>skills</b> (1)	<b>stake</b> (1)	<b>suggested</b> (1)
<b>shaking</b> (1)	<b>slick</b> (1)	<b>stand</b> (1)	<b>suggests</b> (1)
<b>share</b> (5)	<b>slide</b> (1)	<b>standard</b> (2)	<b>Suite</b> (3)
<b>shared</b> (3)	<b>slides</b> (1)	<b>standards</b> (2)	<b>summarize</b> (3)
<b>shares</b> (1)	<b>slight</b> (2)	<b>standpoint</b> (10)	<b>summer</b> (1)
<b>sharing</b> (2)	<b>slightly</b> (5)	<b>start</b> (2)	<b>supplement</b> (1)
<b>Sharps</b> (5)	<b>slowness</b> (1)	<b>state</b> (6)	<b>supplementary</b> (1)
<b>shattered</b> (1)	<b>small</b> (1)	<b>stated</b> (3)	<b>supplementing</b> (1)
<b>sheer</b> (3)	<b>sod</b> (2)	<b>statement</b> (6)	<b>support</b> (1)
<b>shift</b> (2)	<b>solution</b> (1)	<b>statements</b> (1)	<b>supposed</b> (1)
<b>shifted</b> (2)	<b>solve</b> (1)	<b>states</b> (8)	<b>sure</b> (20)
<b>shifting</b> (1)	<b>somebody</b> (1)	<b>stating</b> (3)	<b>Surfsong</b> (28)
<b>shingle</b> (1)	<b>somewhat</b> (1)	<b>stats</b> (1)	<b>surrounded</b> (1)
<b>shoehorn</b> (1)	<b>sorry</b> (16)	<b>stellar</b> (1)	<b>surrounding</b> (6)
<b>shoots</b> (1)	<b>sort</b> (7)	<b>stemming</b> (1)	<b>swear</b> (1)
<b>short</b> (1)	<b>sought</b> (1)	<b>stenographically</b> (1)	<b>swears</b> (2)
<b>SHORTHAND</b> (2)	<b>sound</b> (2)	<b>step</b> (2)	<b>swell</b> (1)
<b>shot</b> (2)	<b>sounded</b> (2)	<b>steps</b> (2)	<b>switch</b> (4)
<b>shots</b> (1)	<b>sounds</b> (1)	<b>stipulate</b> (2)	<b>switcheroo</b> (1)
<b>show</b> (3)	<b>South</b> (11)	<b>stop</b> (3)	<b>sworn</b> (4)
<b>showed</b> (1)	<b>southwest</b> (1)	<b>story</b> (1)	<b>sympathize</b> (1)
<b>shown</b> (1)	<b>space</b> (5)	<b>straight</b> (2)	
<b>sic</b> (2)	<b>spaces</b> (2)	<b>straightforward</b> (2)	< T >
<b>side</b> (13)	<b>speak</b> (22)	<b>strategy</b> (1)	<b>table</b> (1)
<b>sides</b> (5)	<b>speaking</b> (8)	<b>street</b> (10)	<b>take</b> (11)
<b>sight</b> (4)	<b>speaks</b> (1)	<b>streets</b> (2)	<b>taken</b> (7)
<b>sign</b> (2)	<b>special</b> (28)	<b>strict</b> (1)	<b>takes</b> (2)
<b>signature</b> (2)	<b>specific</b> (6)	<b>strictly</b> (2)	<b>talk</b> (3)

<b>talked</b> (1)	<b>tremendous</b> (1)	<b>utilization</b> (3)	<b>way</b> (28)
<b>talking</b> (14)	<b>trick</b> (1)	<b>utilized</b> (1)	<b>week</b> (1)
<b>talks</b> (1)	<b>tried</b> (4)	< V >	<b>welfare</b> (2)
<b>tall</b> (1)	<b>trouble</b> (2)	<b>vacant</b> (3)	<b>Well</b> (27)
<b>taller</b> (1)	<b>trucks</b> (2)	<b>valid</b> (1)	<b>WENDY</b> (13)
<b>tax</b> (2)	<b>true</b> (3)	<b>valuable</b> (1)	<b>went</b> (3)
<b>TAYLOR</b> (40)	<b>TRUST</b> (2)	<b>value</b> (6)	<b>WENZEL</b> (22)
<b>team</b> (3)	<b>truth</b> (3)	<b>variance</b> (19)	<b>Wenzel's</b> (1)
<b>technical</b> (3)	<b>try</b> (5)	<b>variances</b> (7)	<b>we're</b> (47)
<b>tell</b> (6)	<b>trying</b> (32)	<b>varied</b> (1)	<b>west</b> (7)
<b>telling</b> (1)	<b>Turn</b> (4)	<b>various</b> (4)	<b>western</b> (1)
<b>tempting</b> (1)	<b>two</b> (30)	<b>vary</b> (1)	<b>we've</b> (27)
<b>ten</b> (1)	<b>two-minute</b> (1)	<b>vegetation</b> (8)	<b>whichever</b> (1)
<b>term</b> (1)	<b>two-story</b> (1)	<b>vegetative</b> (6)	<b>whopping</b> (1)
<b>terms</b> (7)	<b>types</b> (2)	<b>vehicular</b> (1)	<b>wide</b> (3)
<b>testify</b> (1)	<b>typically</b> (2)	<b>verbal</b> (1)	<b>widely</b> (1)
<b>testifying</b> (1)	< U >	<b>versus</b> (2)	<b>wife</b> (3)
<b>testimony</b> (4)	<b>ugly</b> (1)	<b>view</b> (19)	<b>WILSON</b> (44)
<b>Thank</b> (42)	<b>Uh-huh</b> (2)	<b>views</b> (3)	<b>window</b> (2)
<b>Thanks</b> (1)	<b>ultimately</b> (1)	<b>violate</b> (1)	<b>windows</b> (2)
<b>thereof</b> (1)	<b>unanimous</b> (1)	<b>violates</b> (1)	<b>wish</b> (2)
<b>thing</b> (10)	<b>unanimously</b> (1)	<b>virtually</b> (1)	<b>wishes</b> (1)
<b>things</b> (14)	<b>unauthorized</b> (2)	<b>visceral</b> (1)	<b>wishing</b> (2)
<b>think</b> (60)	<b>unbundled</b> (3)	<b>visible</b> (3)	<b>within-entitled</b> (1)
<b>thinking</b> (1)	<b>uncovered</b> (1)	<b>visibly</b> (1)	<b>witness</b> (7)
<b>third</b> (3)	<b>underlining</b> (1)	<b>vision</b> (3)	<b>witnesses</b> (2)
<b>Thomas</b> (2)	<b>underlying</b> (1)	<b>visited</b> (1)	<b>wooded</b> (3)
<b>thought</b> (9)	<b>underneath</b> (2)	<b>visitors</b> (3)	<b>word</b> (3)
<b>thoughtful</b> (1)	<b>understand</b> (17)	<b>visual</b> (15)	<b>words</b> (2)
<b>three</b> (6)	<b>understanding</b> (1)	<b>voice</b> (1)	<b>work</b> (11)
<b>time</b> (32)	<b>understands</b> (1)	<b>voiced</b> (2)	<b>worked</b> (3)
<b>times</b> (2)	<b>understood</b> (1)	<b>void</b> (1)	<b>working</b> (4)
<b>timing</b> (2)	<b>underway</b> (1)	<b>volume</b> (2)	<b>workings</b> (1)
<b>TMS</b> (1)	<b>unfortunate</b> (1)	<b>vote</b> (11)	<b>works</b> (1)
<b>today</b> (13)	<b>unfortunately</b> (1)	<b>votes</b> (3)	<b>world</b> (2)
<b>today's</b> (3)	<b>unit</b> (3)	<b>voting</b> (3)	<b>worlds</b> (3)
<b>told</b> (4)	<b>units</b> (2)	<b>vulnerable</b> (1)	<b>worst</b> (1)
<b>top</b> (1)	<b>unnecessary</b> (2)	< W >	<b>write-up</b> (1)
<b>topography</b> (1)	<b>unreasonably</b> (4)	<b>Wait</b> (1)	<b>write-ups</b> (2)
<b>torn</b> (1)	<b>unusual</b> (1)	<b>waived</b> (1)	<b>writing</b> (3)
<b>totally</b> (1)	<b>updated</b> (2)	<b>walk</b> (1)	<b>written</b> (4)
<b>touching</b> (1)	<b>updates</b> (1)	<b>wall</b> (9)	<b>wrong</b> (2)
<b>TOWN</b> (9)	<b>upset</b> (2)	<b>want</b> (26)	<b>wrote</b> (1)
<b>traffic</b> (8)	<b>upsetting</b> (1)	<b>wanted</b> (5)	<b>WWW.CLARK-</b>
<b>transcribed</b> (1)	<b>usability</b> (1)	<b>wants</b> (1)	<b>ASSOCIATES.COM</b>
<b>transcription</b> (1)	<b>usage</b> (1)	<b>water</b> (6)	(1)
<b>treasure</b> (1)	<b>use</b> (23)	<b>wave</b> (1)	< Y >
<b>tree</b> (37)	<b>uses</b> (1)		<b>y'all</b> (2)
<b>trees</b> (16)			

yard (2)  
Yeah (27)  
year (8)  
years (5)  
you-all (1)

< Z >  
ZONING (42)  
ZOOM (2)