# Zoning & Development Review
ZBA Requests Supplement
Posse #DCP-ZDR-2021-02209

## A. Project Information

1. **APPLICATION IS:**  
   - ☑ Development Project  
   - ☐ Protest Appeal

2. **STAFF REVIEW DATE:** 5/4/2021

3. **SITE INFORMATION**
   - Development Address: 1321 E. Carson St.
   - Parcel ID(s)/Lot-and-Block Number(s): 0003-H-00137-0000-00
   - Project Description: Interior renovations for change of use of second and third floors of existing three-story structure to Multi-Unit Residential with six dwelling units.

4. **CONTACT INFORMATION**
   - Applicant Name: Claire Dynes
   - Applicant Contact (phone and email): (937) 269-8204, c.dynes@next-architecture.net

## B. ZBA Hearing Information

- **Zone Case #**
- **Date of Hearing:** 1/4/2021
- **Time of Hearing:** 9:00 AM
- **Zoning Designation:** LNC
- **Neighborhood:** South Side Flats
- **Zoning Specialist:** Kathleen Oldrey

## C. ZBA Requests

- **Type of Request:** Special Exception
- **Code Section:** 914.07.G.2(a)

**Description:** The proposed Multi-Unit Residential use with six dwelling units has a parking requirement of six spaces. No spaces are provided on site; the applicant proposes to provide six off-site parking spaces.
Data displayed on this map is for informational purposes only. It is not survey accurate and is meant to only show a representation of property lines.

Note: This button uses pop-ups. Please click help button for further printing instructions.
1327 E CARSON STREET - PROPOSED APARTMENT RENOVATION - ENTRY AND SIX UNITS

City Planning Submission

PREPARED BY:

NEXT architecture

03.08.2021
Referenced Code Sections from East Carson Street Historic District Design Guidelines

Based on this project’s scope, we believe these are the sections we should be referencing to adhere to the East Carson Street Historic District Design Guidelines.

Section B. Basic Principals

3. Materials and architectural features that are too deteriorated to repair should be replaced in kind or with a visually compatible substitute material (if replacement in kind is not technically or economically feasible). The appearance of the replacement should match the appearance of the original material or feature.

Section C. General Guidelines

5. Original openings should not be altered on the principal facade(s) of a building, because enlarging, reducing the size, or eliminating openings can dramatically alter the appearance and character of a building.

6. The rear(s) of many of the buildings in the proposed district, when they are visible from a street or alley appear to have been altered significantly in order to accommodate changes in the uses of the buildings. If the rear of a building is not basically the original design and materials, then proposals for work on the rear, when visible from a public street or way, should be treated as if they were proposals for work on non-contributing structures (see Section J).

Section D. Building Rehabilitation and Alteration

2. Wood or Sidew Exteriors: If the facade of a building has wood siding, the wood siding should be repaired or replaced to match. All wooden trim, including window casings, cornices, and brackets, should be retained and repaired, or replaced to match, if necessary. No artificial siding (aluminum or vinyl siding, insulbrick, etc.), shingles, or stucco should be installed over existing wood siding on the front facades of buildings in the district. Aluminum or vinyl siding may be used on the sides and rears of buildings (except the sides of corner buildings).

3. Doors and Windows: The doors and windows of a building are essential elements of the overall design and architectural style of the building. Original door and window openings should not be altered or filled in, particularly on the principal facade(s) of the building. Original doors and windows should be retained and repaired, wherever possible. If they must be replaced, the new ones should match the originals in size, style, and appearance as closely as possible. Wood windows should be used as replacement windows on the front facades of buildings in the district. Aluminum or vinyl replacement windows may be used on the sides and rears of buildings (except in the sides of a corner building); all metal windows should be anodized or painted, and should avoid a metallic “mil” finish. Window glass may be double-glazed, but reflective and opaque glass, and artificial mullin grids, should be avoided. Storm windows should be installed so as to be inconspicuous: colored to match the window frames, sized to fit the openings, and divided like the windows that are being covered. New door and window openings may be installed only on building elevations of limited historic or visual significance.

4. Mechanical Systems: Utility and mechanical systems should be placed inconspicuously, and screened if necessary, so that they are not visible on the principal facade(s) of the building as seen from public streets; they should also be screened from residential uses. Features that must be added to meet safety and code requirements, such as stairs and elevators, should be designed to be as inconspicuous as possible, and should not alter significant architectural features of the building. Features that must be added to make a building accessible to persons with disabilities should be designed and installed without compromising the historic character of the building. The Commission encourages placement of features on secondary facades if placement on primary facades cannot be done without damage to historic fabric.

7. Painting: The HRC urges the use of original color schemes in the painting of wood and metal elements, but will not ordinarily prescribe paint colors. Unpainted masonry and architectural metals should not be painted.

8. Accessories d. Security devices: should not be installed on the exterior of a storefront (but may be installed on the inside of the storefront windows and doors). Exterior lighting should be mounted in an inconspicuous and non-destructive manner, and screened from adjoining residential uses.
Elevation at East Carson Street - New Apartment Units on Second and Third Floor

SCOPE OF WORK AT SECOND AND THIRD FLOOR WINDOWS (x24):

REMOVE EXISTING WINDOWS (SASHES AND STOPS), REPAIR AND PAINT EXISTING WOOD LINTEL, REPAIR AND PAINT EXISTING WOOD JAMBS.

PROVIDE NEW WINDOW TO MATCH EXISTING AESTHETIC EXACTLY. FULL WOOD SASH WITH DOUBLE PANE LITES (x24).

WOOD TRIM ABOVE SECOND FLOOR TO BE PAINTED TO MATCH EXISTING.

SCOPE OF WORK AT FIRST FLOOR: SEE PAGE 5.
SCOPE OF WORK AT SECOND AND THIRD FLOOR WINDOWS (14):

REMOVE EXISTING WINDOWS (SASHES AND STOPS), REPAIR AND PAINT EXISTING WOOD LINTER. REPAIR AND PAINT EXISTING WOOD JAMB.

PROVIDE NEW WINDOW TO MATCH EXISTING AESTHETIC EXACTLY. FULL WOOD SASH WITH DOUBLE PANE LITES.

WOOD TRIM ABOVE SECOND FLOOR TO BE PAINTED TO MATCH EXISTING.
This project's scope will include cleaning of any remaining decal signage, painting of the entry door, and the following.

Addition of secure entry system on a pedestal. See page 7.

Existing door will be painted SW tricorn black.
Enlarged Elevations at Existing Windows

Arched double-hung sash and tracks with butterfly top, constructed of wood and insulated glazing.

E. Carson St: Existing Interior

S. 14th St: Existing Interior

Arched double-hung sash and tracks constructed of wood and insulated glazing.

E. Carson St: Existing Exterior

S. 14th St: Existing Exterior
Proposed Roof Equipment Location

AERIAL VIEW OF ADJACENT CONTEXT

VIEW FROM INTERSECTION OF BINGHAM ST. & S 14TH ST. - PROPOSED ROOF EQUIPMENT WILL NOT BE VISIBLE FROM RESIDENTIAL ZONED DISTRICT
Parking

(2) BIKE SPOTS WITHIN BUILDING
(4) LEASED PARKING SPOTS IN OFF-SITE PARKING LOT

OFF-SITE PARKING LOT
April 14, 2021

Kathleen Oldrey
Planner 2 (Development Review)
City of Pittsburgh – Department of City Planning
200 Ross Street, 3rd Floor
Pittsburgh, PA 15219

Re: Zoning Record Number DCP-ZDR-2021-02209

Dear Kathleen,

Please see the following responses to the Site Plan Review dated 03/22/2021:

Item #:

1. Noted. The Site Plan Review fee of $750.00 will be paid.

2. Requested drawings have been uploaded via OneStop. No site improvements are in project scope, therefore we have uploaded the Alta survey.

3. We attended a DAM meeting on 2/25. The DAM presentation was previously uploaded and the neighborhood comments have been uploaded via OneStop.

4. Noted. We are in the process of scheduling a ZBA hearing. To meet our parking requirement, we will be utilizing off-site parking. Please see parking lease agreement uploaded to OneStop for the off-site parking related to code section 914.07.G.2(a).

5. Requested drawings have been uploaded via OneStop.

6. The parking requirement will be met with off-site parking. The parking lease agreement has been uploaded via OneStop. See comment #4. According to International Existing Building Code 2015, Section 1012.8 Exception, we are not required to have Type B dwelling units. According to International Building Code 2015, Section 1107.6.2.2.1, we are not required to have Type A dwelling units. According to International Building Code 2015, Section 1106.2 Item 4, accessible parking shall be provided in Group R-2 occupancy when Accessible, Type A or Type B dwelling units are required. Per the sections noted above, we are not required to provide Accessible, Type A or Type B dwelling units, therefore we are not required to provide an accessible parking space.

7. See letter exempting the loading space uploaded via OneStop.

8. Noted. We attended an HRC meeting on 04/07/2021 and have been tabled until the next meeting.

9. The Addressing Request Form has been sent to the provided email.

10. A DOMI transportation review is not required. The scope of work is only renovation and does not include or require any site improvements.
Please review this information, and call with any additional questions or comments; otherwise, we look forward to receiving approval at your earliest convenience. Note that these changes shall become official amendments to the construction documents.
Sincerely,

Nick Miller, AIA
NEXT architecture
1133 Penn Avenue, Suite 100
Pittsburgh, PA 15222
PARKING LEASE

This Parking Lease ("Lease") is dated as of the 24\textsuperscript{th} day of May, 2021 ("Effective Date") and is entered into by City Theatre Company, Inc. ("Owner") and Beehive Associates, LLC ("Company") (Owner and Company, collectively, the "Parties").

WHEREAS, Owner is the owner of the real property located at 1313 Bingham Street, Pittsburgh, PA 15203 being also known as Block and Lot No. 3-H-272 (the "Property"); and

WHEREAS, the Company is the owner of the property located at 1321 E. Carson Street (the "Company's Property"); and

WHEREAS, the Company has requested the reservation of six (6) parking stalls situated on a portion of the Property known as the overflow lot for the parking of passenger vehicles that belong to the tenants of the Company and/or their guests; and

WHEREAS, Owner has agreed to provide Company, and its tenants and guests, with such parking rights pursuant to and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, agree to the following terms:

AGREEMENT

1. Exclusive Parking Use. Owner hereby reserves for the Company, its tenants and guests, the non-exclusive option to use a portion of the overflow lot Property consisting of six (6) parking stalls (individually and collectively, the "Reserved Parking") for the parking of passenger vehicles. The use of the Reserved Parking shall be subject to either the Company, a tenant, or a guest entering into a separate written parking lease agreement with the Owner for the stall(s) to be leased. A form of the lease agreement is attached hereto and incorporated herein as Exhibit "A".

2. Term. The term (the "Term") of this Lease will commence on the date upon which the Company receives a final Certificate of Occupancy from the City of Pittsburgh permitting the occupancy of the Company’s Property (the "Commencement Date") and will continue thereafter for a period of five (5) years from July 1, 2021 and expiring on June 30, 2026.

3. Renewal. The term shall automatically renew for successive twelve (12) month terms (each a "Renewal Term"), on substantially the same terms and conditions as contained herein, unless either party shall give notice of non-renewal at least thirty (30) days prior to the end of the current term.

4. Rent. During the Term, Company will pay to Owner the sum of $1,200.00 per year ("Rent"), on or before the first business day of July on an annual basis. Rent is a "gross" amount, inclusive of taxes, insurance, and other costs. The initial payment of Rent for the first year of the Term shall be paid concurrently by the Company with the execution of this Lease.

5. Default. A failure by Company to pay, when due, any installment of Rent or any such other sum which is required to be paid by Company within ten (10) days after written demand from Owner shall constitute a default and breach of this Lease.
6. Remedies. Upon the occurrence and during the continuation of any such default set forth above, Owner may terminate this Lease by delivering of written notice to Company, upon which neither party shall have any continuing obligations, except those that expressly survive termination hereunder.

7. Right to Terminate. Notwithstanding the Term of this Lease as set forth above, the Company shall have the right to terminate this Lease upon ninety (90) days prior written notice to Owner. Upon termination, Owner shall refund to the Company any pro-rata amount equal to the number of days remaining in such twelve (12) month period for which the annual Rent payment was made. Owner’s obligation to make any refund shall survive termination of this Lease.

8. Assignment. The owner reserves the right to assign their parking services to a third party contractor.

9. Entire Agreement. This Lease represents the entire agreement of the Parties, and shall not be modified orally. This Lease shall only be modified by a writing signed by all the Parties. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

10. JURISDICTION. This Agreement is made under the laws of the Commonwealth of Pennsylvania, and any disputes that arise under or related to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

11. NOTICES. Any notice under this Agreement shall be delivered to the Company by US Mail or nationally recognized delivery service OR via electronic mail (email) and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For Lessee: 1802 Frick Building, 437 Grant Street, Pittsburgh, PA 15219. For Lessor: City Theatre Company, 1300 Bingham St., Pittsburgh, PA 15203. (412) 431-4400.

12. Waiver of Trial by Jury. It is mutually agreed by and between the Parties that each hereby shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.

OWNER:

CITY THEATRE COMPANY, INC.

By: [Signature]
Name: Ryan Loake
Title: Company Manager
Date: 03/33/2021

COMPANY:

BEEHIVE ASSOCIATES, LLC

By: [Signature]
Name: <NAME>
Title: Managing Member
Date: 03/33/2021
EXHIBIT A
Form of Lease Agreement

CITY THEATRE

Parking Lot Rental Agreement

This Agreement is made and entered into on DATE, by and between CITY THEATRE COMPANY, INC. ("Lessor" hereinafter), and _____________ ("Lessee" hereinafter) to use the City Theatre Main Parking Lot and/or Overflow Lot ("Lot" hereinafter) under the terms and conditions set forth herein.

CONTACT AND VEHICLE INFORMATION
Contact Name:
Address:
Phone:
Email:
Vehicle Make/Model, Year, License #:
Permit Hang-Tag Numbers:

LICENSE
Subject to the terms and conditions of this Agreement, City Theatre grants Lessee a license to use, in common with other Lessees' and the public, a portion of the Main Parking Lot or Overflow Lot ("Lot" hereinafter). Lessee will use self-parking and occupy unreserved parking space(s) for multiple registered vehicles in the Lot on the indicated dates and times for the lease rates stated below for the following express purposes and no other purpose: Parking is for normal passenger vehicles only, including pick-up trucks, SUVs, and passenger vans provided they meet any height restrictions of the Lot. City Theatre shall in no manner be obligated to provide any particular parking space. This license is not transferable and may not be assigned without written consent of Manager. If available, during the term of the lease, lessee may lease additional parking spaces as needed at the rate stated below.

SCHEDULE
Agreement shall be for a term of one (1) year, beginning the ___ day of _____ 202_ and terminate on the ___ day of _____ 202_. Lessee is authorized to park in the Lot every day of the week, 24 hours a day.

PAYMENTS
The fee for ___ (___) unreserved spaces is at a rate of $____.00 each or $____ per month.
Payable by the fifth (5) day of each month. Payments shall be made in the form of a check payable to: City Theatre Company and mailed to City Theatre Company, 1300 Bingham St., Pittsburgh, PA 15203.

A "last month" deposit shall be paid at signing. This deposit can either be applied to the final month of the lease terms and/or carry-over to future signed agreements. This deposit will be kept by City Theatre if this lease is violated resulting in its cancelation.

A $25.00 late fee will be accepted until the fifteenth (15th) day of each current month. If payment with included late fee is not received by the fifteenth (15th) day of the current month, parking privileges will be revoked, and all parking permits deemed invalid as of that date. If lessee vehicle is parked in the lot as of this invalidation, it will be towed at lessee's expense.
PROPERTY AND SECURITY
Lessee understands and expressly agrees that Lessor will not accept the vehicle in bailment or for safekeeping; nor shall Lessor be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft, or any other cause, nor for loss, damage, or injury by or to other customers or any other individual personal injury of any nature. Lessee expressly acknowledges that Lessor shall have no duty to provide security, and does not assume any obligation to provide for the security of the Lot or to protect individuals using the Lot, or vehicles, or property in the Lot, from criminal activities.

DAMAGED PROPERTY
If Lessee, or their guests or agents, damages any personal property in the Lot or damages any lot equipment in addition to any liability Lessee may have for any claims, losses, or costs arising out of such damage, City may terminate this Agreement.

MAINTENANCE
Lessor agrees that it is responsible for maintenance of the lot which will include reasonable snow and debris removal.

TERMINATION
Termination of this Agreement shall occur should any of the following events happen:
- Failure of Lessee to timely pay any monthly leasing fee
- Repeated fault of Lessee or their guests or agents to obey the rules of Lessor
- Failure of the Lessee to comply with any other terms or conditions of this agreement, including any addendums or amendments hereto.

In the event of default, Lessor shall notify the Lessee in writing, and Lessor may terminate this Agreement immediately upon notice to Lessee, without penalty or liability to Lessor, and Lessor may retain all fees or deposit previously paid.

INDEMNITY AND RELEASE
Lessee agrees to be responsible for and to relieve, release, indemnify and hold harmless, and hereby fully relieves, releases, indemnities and holds Lessor harmless from and against any and all liabilities, losses, damages, costs, claims, expenses, reasonable attorneys’ fees, and for attorney’s fees and costs incurred by Lessor in defending any action, which may be occasioned or in any manner result from any and all loss, damage or injury to persons or properties of any and all kinds or character, whether belonging to the Lessee or any other person or persons whomsoever which injuries, losses or damages result in any manner from any and all causes whatsoever, excepting only the gross negligence or willful acts of Lessor, and which occur or allegedly occur in, on or about the Leased Premises or any part thereof. Lessee agrees that the Leased Premises and appurtenances are delivered in good repair and in a safe and condition and accepted in an "AS IS" condition. Without limiting the foregoing, Lessor shall not be responsible or in any manner liable to Lessee or any other person whomsoever for any loss, damage or injury occasioned by theft, natural events (earthquake, storm), virus/pandemic, rain, snow or the elements, or by plumbing, gas, water, sprinkler or other pipe or sewerage system or by the bursting, running, leaking of any tank or any other pipe in or about the Leased Premises, or any damage occasioned or arising from any act or neglect of any other entity or individual who leases from the Lessor in the same general area or parking area of the Lessee.
Lessee agrees to indemnify and hold harmless and shall fully indemnify and hold harmless the Lessor against any and all liabilities, costs, claims, damages, expenses, reasonable attorneys’ fees, and for attorney’s fees and costs incurred by Lessor in defending any action, which are in any manner incurred by the Lessor as a result of (a) failure by Lessee to perform any covenant, term or condition required to be performed by Lessee hereunder; (b) any and all claims, demands and/or actions arising from any act, omission or negligence of Lessee or its licensees, agents, servants, employees, customers, clients and guests; (c) any accident, injury or damage which shall happen in, on or about the leased area/parking spot or appurtenances, or on or under the adjoining streets, sidewalks, other parking lot spots, curbs or vaults, or resulting from the condition, maintenance or operation of the leased area or in any manner with the provisions of this Lease; (d) failure to comply with all requirements of all governmental authorities and laws, rules and regulations thereof; (e) any liens, claims, mechanics, liens, security agreements, conditional bills of sale or chattel mortgages filed against the leased area, or any part thereof, any equipment therein, or any materials used in the construction or alteration of the leased area or any improvements thereon.

RULES
By signature below, Lessee expressly acknowledges all rules established herein will be followed by lessee and or/guests.

FORCE MAJEURE/OCCUPANCY DISRUPTION
(1) If the Lot or any portion thereof shall be destroyed or damaged by fire or other calamity or order of a government authority at the Federal, State, or local levels, so as to prevent the use of the Lot for the purposes and during the periods specified in this Agreement, or (2) if the use of the Lot by Lessee shall be prevented by acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies material or labor restriction by any governmental authority, civil riot, flood, drought, or any other cause beyond the reasonable control of Lessee or Lessor, then this Agreement shall terminate upon at least five (5) days written notice, if practicable, to the other party that an event of “Force Majeure” has occurred and prevented performance by the party experiencing the event of “Force Majeure”.

In the event of a termination by reason of “Force Majeure”, Lessor shall not be liable or responsible to the Lessee for any damages caused thereby and Lessee waives all claims against Lessor, its officials, employees, and agents, for damages sustained by reason of such termination, except that any unearned portion of payments due hereunder shall abate, or if previously paid, shall be refunded by the Lessor to the Lessee within thirty (30) days of the date notice was given under this section.

TOWING
The parties agree that Lessor shall have the right, without further notice to Lessee, to have towed any vehicle that is parked in the Lot illegally, outside lease times, or in violation of posted signs.

ENTIERETIES
Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.
ATTORNEY FEES
If Lessor is required to file suit to collect any amount owed it under this Agreement, Lessor shall be entitled to collect reasonable attorney’s fees for its prosecution of the suit.

ENTIRE AGREEMENT/AMENDMENTS
This Agreement constitutes the entire Agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This Agreement may only be amended in writing signed by both parties.

JURISDICTION
This Agreement is made under the laws of the Commonwealth of Pennsylvania, and any disputes that arise under or related to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

NOTICES
Any notice under this Agreement shall be delivered to the above-named Lessee by US Mail or nationally recognized delivery service OR via electronic mail (email) and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For Lessee: As listed on page one of this Agreement. For Lessor: City Theatre Company, 1300 Bingham St., Pittsburgh, PA 15203. [(412) 431-4400].

AGENT’S AUTHORIZATION
The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

WHEREFORE, this Agreement is executed to be effective on the ___ day of _______ 202__.

LESSEE

______________________________
Name:________________________
Title:_________________________
Date:_________________________

CITY THEATRE COMPANY, INC.

______________________________
Name: Ryan Looke
Title: Company Manager
Date:
Development Activities Meeting

This report created by the Neighborhood Planner and included with staff reports to City Boards and/or Commissions.

<table>
<thead>
<tr>
<th>Logistics</th>
<th>Stakeholders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name/Address:</td>
<td>Groups Represented (e.g., specific organizations, residents, employees, etc. where this is evident):</td>
</tr>
<tr>
<td>1321-1327 E. Carson St.</td>
<td>South Side Community Council (SSCC)</td>
</tr>
<tr>
<td>Parcel Number(s):</td>
<td>Project Development Team</td>
</tr>
<tr>
<td>3-H-137</td>
<td>City Council District 3 Office</td>
</tr>
<tr>
<td>ZDR Application Number:</td>
<td>Design Review Committee (DRC)</td>
</tr>
<tr>
<td>DCP-ZDR-2021-02209</td>
<td>Local Review Committee (LRC)</td>
</tr>
<tr>
<td>Meeting Location:</td>
<td>Residents</td>
</tr>
<tr>
<td>via Zoom</td>
<td></td>
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<tr>
<td>Date: February 25, 2021</td>
<td></td>
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<tr>
<td>Meeting Start Time: 6:00pm</td>
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<tr>
<td>Applicant: Nick Miller</td>
<td>Appro. Number of Attendees: 25</td>
</tr>
</tbody>
</table>

Boards and/or Commissions Request(s):
Historic Review Commission approval for exterior renovations.

Zoning Board of Adjustment approval for the following:
- Special Exception for off-site parking

How did the meeting inform the community about the development project?
Ex: Community engagement to-date, location and history of the site, demolition needs, building footprint and overall square footage, uses and activities (particularly on the ground floor), transportation needs and parking proposed, building materials, design, and other aesthetic elements of the project, community uses, amenities and programs.

Apartment renovation for the upper two floors and a new residential entry; presented street and aerial view photos; replace existing windows in-kind on storefront and side (S. 14th St.); touching up paint on lintils and frames; repaint Glassworx façade and door, remove signs in windows; install security system pedestal for building access; will have small compressors on roof but not visible from nearest residential district; explained parking issue and lease offer.

Input and Responses

<table>
<thead>
<tr>
<th>Questions and Comments from Attendees</th>
<th>Responses from Applicants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Someone is living in the old church.</td>
<td></td>
</tr>
<tr>
<td>Is the Glassworx no longer open?</td>
<td>The Glassworx lease expires. They are aware of the renovation work and it will begin after their lease expires.</td>
</tr>
<tr>
<td>Questions and Comments from Attendees</td>
<td>Responses from Applicants</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>6 units? No additions?</td>
<td>Yes, that’s proposed.</td>
</tr>
<tr>
<td>Are you using the courtyard as part of your egress plan? Who is going to have ownership over the back? There is a locked gate issue with a chain. Not a proper egress path.</td>
<td>We still have door for egress, not for tenants. The Vault has outdoor dining out there now. Their lease gives them access to the courtyard. A pathway was built around that as an Ingress/ egress path.</td>
</tr>
<tr>
<td>Can we assume residential trash and recycling used in back to store? And, we won’t be seeing any cans on the street around the building?</td>
<td>You are correct. We do have a trash room on the first floor too to store some, if necessary.</td>
</tr>
<tr>
<td>What are you going to do in that first floor space?</td>
<td>It will be amenity spaces – we haven’t determined what type yet. Quite a bit of that space will be a new egress stairs.</td>
</tr>
<tr>
<td>No elevator in that space?</td>
<td>No.</td>
</tr>
<tr>
<td>Are the Glassworx windows and doors to remain, as is?</td>
<td>Yes.</td>
</tr>
<tr>
<td>I know the flowers are not part of this project. Important to work with the LRC to determine how to take the paint off. Best to restore it to what it was before.</td>
<td>In remediation process with Glassworx. Recommendation was made in the pre-application meeting and we are following it.</td>
</tr>
<tr>
<td>Where/how will garbage collection take place? Dumpsters? Where will they be located?</td>
<td></td>
</tr>
<tr>
<td>How many bedrooms per unit? What will the price point be?</td>
<td>6 units, geared towards the student market. Looking at per bedroom price point. $850-1,000, unfurnished. $150-200 charge if they want them furnished.</td>
</tr>
<tr>
<td>How many bedrooms in each apt.?</td>
<td>Four 3-bedrooms and two 2-bedrooms.</td>
</tr>
<tr>
<td>Will renters have to walk one block or two blocks to enter the building?</td>
<td>They would be entering the front of E. Carson St. A 1 ½ block walk either way.</td>
</tr>
<tr>
<td>Do you account for one car for each bed?</td>
<td>The code accounts for one car per dwelling but then you can take reductions.</td>
</tr>
<tr>
<td>How many spots do you have and does that meet your code requirements for parking?</td>
<td>We have 6 units so we would need 6 parking spaces. With use 30% bike parking reduction, we use 2 bike spaces to go down to 4 parking spaces.</td>
</tr>
<tr>
<td>Questions and Comments from Attendees</td>
<td>Responses from Applicants</td>
</tr>
<tr>
<td>--------------------------------------</td>
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</tr>
<tr>
<td>Do you have 4 or 5 spots in the City Theater lot?</td>
<td>Four.</td>
</tr>
<tr>
<td>That’s a 33% reduction. You’re using a minimum with a reduction and not hitting the mark. If there was a way to gain a 5th spot, you wouldn’t need the additional give. We have to be flexible with parking on E. Carson St. but from a community standpoint, it is often times the largest concern – parking, and garbage.</td>
<td>I want to make sure the tenants have the parking they demand. Ultimate aspiration is provide more parking than the minimum. That is part of the ongoing conversation. Parking helps the rentability of the units, as well. When you’re reducing, the code allows you to round down.</td>
</tr>
<tr>
<td>A three bedroom would be $3,000?</td>
<td>The 3-bedroom might be a little cheaper but your math is absolutely correct. Maybe the $2,500-$2,600 range.</td>
</tr>
<tr>
<td>Are you replicating windows on 18th St., exactly?</td>
<td>Yes, exactly as they are today. The only change is that we are going to do double-pane for energy efficiency.</td>
</tr>
<tr>
<td>It will be hard to double glaze the triangle.</td>
<td>We have at least one window quote and they said that little piece would have to be single glaze.</td>
</tr>
<tr>
<td>Would you consider interior storm sash or energy panel instead of double glazing? Just thinking the thickness of double glazing would have to be so thin to keep those profiles as they are and might not meet the performance from the cost of double panning these windows.</td>
<td></td>
</tr>
<tr>
<td>Lots of unauthorized painting of masonry on this building. Not just Glassworx but all the pilasters, brick were all painted without a COA. We’d like to see those restored in the generalist means possible. We’d like to talk about the details of that.</td>
<td></td>
</tr>
<tr>
<td>Might be time to strip mural away on 14th St. That one has kind of lost its vibrancy.</td>
<td></td>
</tr>
<tr>
<td>Rooftop units – not just screened from residents but we often ask for the site line studies or photos down the block with some simulation or modeling of where those are placed. If you can get them on that lower back roof – ideal. But if on the high roof, just to make sure we don’t see them from a block or two down Carson St. in each direction or further up the side streets. Get in touch with us, we’d like to set up an evening Zoom with you.</td>
<td>Perfect. We did those site lines internally and they are small residential units that probably won’t be an issue. We can provide that for you.</td>
</tr>
<tr>
<td>Is there a plan to increase bike parking? Especially with students (and a bike shop right around the corner).</td>
<td>There will be more than two, for sure.</td>
</tr>
<tr>
<td>Are residents going to be eligible for a parking permit while still being able to park in the City Theater lot?</td>
<td></td>
</tr>
<tr>
<td>Questions and Comments from Attendees</td>
<td>Responses from Applicants</td>
</tr>
<tr>
<td>--------------------------------------</td>
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</tr>
<tr>
<td>That portion of south side does not have permit parking.</td>
<td></td>
</tr>
<tr>
<td>Thick Bikes would be happy to work with you on bike parking.</td>
<td>Great, thank you very much.</td>
</tr>
</tbody>
</table>

**Planner completing report:** Anthony Kobak