

**TOWN OF MORAGA  
DESIGN REVIEW BOARD MEETING  
MINUTES**

**May 2, 2013**

**I. CALL TO ORDER AND ROLL CALL**

A Special Meeting of the Design Review Board (DRB) was called to order by Chair Helber at 9:00 A.M. in the Town Offices, 329 Rheem Boulevard, Pear Conference Room, Moraga, California.

Present: Boardmembers Glover, Kirkpatrick, Chair Helber

Absent: Boardmembers Escano-Thompson, Zhu

Staff: Planning Director Shawna Brekke-Read  
Temporary Planner Rebecca Atkinson

**Conflict of Interest**

There was no reported conflict of interest.

**Contact with Applicants**

There was no reported contact with applicants.

**II. PUBLIC COMMENTS**

There were no comments from the public.

**III. ADOPTION OF MEETING AGENDA**

On motion by Boardmember Glover, seconded by Boardmember Kirkpatrick and carried unanimously to adopt the meeting agenda, as shown.

**IV. DESIGN REVIEW**

**A. Design Review 13-01 - 1392 Rimer Drive** - to construct a fireplace, pergola, and outdoor living/dining/cooking area within the side yard setback.

Temporary Planner Rebecca Atkinson thanked the DRB for calling a special meeting to consider the application, a project which had been reviewed in detail by the DRB on April 22, and which had been continued to this date.

Ms. Atkinson reported that no further comments from the public had been received by staff since the April 22, 2013 DRB meeting although staff had reviewed the supplemental information provided by the applicant, an attachment identified as Easement Width Study, in addition to all project plans including resource information such as Federal Emergency Management Agency (FEMA) maps. Based on all the information, staff was able to make a determination that the project was exempt from the regulations of the California Environmental Quality Act (CEQA).

Ms. Atkinson identified Attachment A to the staff report dated May 2, 2013, the Draft Action Memorandum, and the findings required to be made for the General Plan and consistency with the Town's Design Review Guidelines, with a focus on the concerns raised during the previous DRB meeting, including concerns with respect to screening, lighting, and noise. Staff had also focused on the creek on the property and the drainage easement. In consultation with the Public Works Department, additional staff, and the Town Attorney, Condition 1 had been recommended to address the drainage easement which created options for the applicant to either move the proposed accessory structures out of the area offered as a drainage easement, or allow the applicant to prepare a detailed study as described in the condition as a basis for determining a new line on the property.

Ms. Atkinson identified the alternative actions for DRB consideration including approval of the project; provide alternative direction to staff, or denial of the project subject to findings. She recommended approval of the project subject to findings and conditions of approval.

Responding to the DRB, Ms. Atkinson clarified that Public Works Department staff had recommended conditions related to the FEMA analysis, including Condition 1 (b) regarding the location of the floodway taking into account conditions up and downstream, drainage easements taking into account upstream forces, and development in the watershed. The condition also considered a line, not just relative to top of bank, and particular site specific conditions such as what may occur upstream with ultimate development of the watershed. The Public Works Department recommended a hydrologic study as required for any proposed improvements to the stream and an analysis of the floodway in order to prepare a current assessment, and looking into the future capturing anything that may have occurred since the floodway and drainage easement was designed in 1960. It was therefore possible the analysis, as recommended in the conditions of approval, may result in a line being close to the storm drain easement line and in which case the structures would be removed from within an area offered for dedication.

Boardmember Glover opposed a condition that would burden one property owner by requiring a hydrologic study for a three-mile stretch of the creek.

Boardmember Glover characterized that condition as nonsense given there was an adequate FEMA map with erosion in the lower creek every year. He found the Public Works conditions to be a wasted effort and suggested it was not applicable to the improvement of flat work at the rear of a property.

Speaking to Conditions 2 (e) and (f), Ms. Atkinson explained that an outdoor kitchen sink had been shown on a few of the project plans but not on the site plan. Through discussions with the applicant, it had been discovered that an outdoor kitchen sink had not been proposed at this time and the condition was to ensure consistency with the project plans. The same situation applied to Condition 2 (f), with the intent of the condition to ensure that the plans moving forward reflected what was desired for the project. If the applicant desired a kitchen sink and spa in the future, DRB review and approval would not be required although administrative review and approval might be triggered.

Planning Director Shawna Brekke-Read also clarified that Condition 3, as written, was a standard condition of approval required of all projects. She also clarified the intent of Condition 10.

#### PUBLIC COMMENTS RE-OPENED

John Banister, 1392 Rimer Drive, Moraga, thanked the DRB for the special meeting to consider his project. While he was pleased staff was now recommending approval of the project and found that it would be exempt from CEQA, that approval had been conditioned on a number of items he found to be unnecessary and unfair, specifically Conditions 1 (a) and (b), and Condition 8.

Mr. Banister noted that staff had recommended approval based on 15 items; the first item had been set forth in the alternative moving the project outside of what staff claimed was a drainage easement and which he found to be unreasonable and the second a myriad of requirements. He questioned that Condition 1 had any basis in being included in the Draft Action Memorandum and reasonable under the current circumstances. He referenced Page 3 of 9 of the Draft Action Memorandum, and the discussion of the Moraga General Plan policies, which he described as guidelines and not conditions or restrictions under the terms of the General Plan. While he found the staff report to be thorough, he disagreed with the staff comments in paragraph 3 relative to Article 914-10.4 as referenced in paragraph 2 of the May 2 staff report. The Planning Department referred to requirements relative to the placement of his pergola and fireplace vis-a-vis the creek and staff had agreed that the creek side setback did not apply to the project since the way the ordinance had been written the depth must be greater than 21 feet before any setback issues came into play, which had been confirmed by staff in discussions with his Civil Engineer, Schell and Martin.

Mr. Banister noted the reference to the ordinance was important in that it should also be considered for any easement question.

Mr. Banister added that Paragraph 3, as shown on Page 3 of 9 of the Draft Action Memorandum, outlined the basis for the staff recommendation for the enforcement of a purported drainage easement, with staff acknowledging the only evidence for the drainage easement being a 53-year old Subdivision Map which had been dedicated to the county only, with no language in the Subdivision Map that the dedication was to successors, assignees, or anyone else. There was an expressed statement in the map that the Board rejected the dedication and did not want the maintenance responsibility or liability exposure, which had been confirmed with county representatives. He further cited two court cases which had been decided in Contra Costa Superior Court involving the cities of Lafayette and Orinda involving similar issues where drainage easements had been dedicated but not accepted by the public entity.

Mr. Banister suggested the Planning Department was recommending action it had no legal right to require which would essentially require him to abide by a non-enforcement drainage easement confirmed by a 53-year old dedication. Staff had also recommended it would be best practice to enforce the easement regardless of the status of acceptance and the intent of the Subdivision Ordinance. If there was to be a drainage easement at all, he suggested it should be the controlling provision and not speculative related to a Subdivision Map offered and never accepted. He therefore questioned the enforceability and realistic terms of Condition 1. He emphasized he had previously offered a slew of documents in the past that proved there was no drainage easement; a legal description of his property, an accessory map, title report, and the Schell Martin map, all showing no easement. He was uncertain the DRB had the legal authority to determine whether there was a drainage easement, suggesting the key is what mitigation factors, if any, should be considered with the approval of his project.

Mr. Banister found the requirements of Condition 1 (b) to be unfair for a creek running behind his property with no basis for the required studies and reports to evaluate the ultimate construction of the watershed. He pointed out there was no watershed feeding the creek and he questioned what ultimate construction staff was speaking of since nothing had been identified, with all of the reports required to be reviewed and approved by the Planning Director and the Public Works Departments, with no identified timeframe or standard for review, which process could take years. The other component of Condition 1 (b) of concern is that he would have to relinquish rights to build on his property as he desired with a document to be recorded against his property.

Mr. Banister suggested that Condition 1 under all of the circumstances presented should be eliminated from the Draft Action Memorandum. He suggested that staff was recommending the condition so as to re-create what staff had admitted on the record what was current flood plain boundaries prepared by FEMA.

Mr. Banister suggested that decision makers had every right to approve his project given the professional civil engineering drawing prepared by Howard

Martin, which had looked to the code sections planning staff informed him applied to his project, and which had identified the depth of the creek at less than 21 feet with no setback. If there was a setback, it was identified outside of the boundaries of his project, and pursuant to the Moraga Subdivision Ordinance he had received from the Planning Department, specifically Section 914-10.406, Unimproved Channels Widths of Easements, staff had verified in the staff report, the slope was not greater than 2:1. This had been confirmed by his Civil Engineer Mr. Martin, with the width between 12 and 18 feet from top of bank. He suggested staff should have relied on the code section which staff suggested applied to his project to calculate its location.

Mr. Banister reiterated that Condition 1 was unacceptable and he asked the DRB to use its discretion and request that it be stricken from the Draft Action Memorandum. As to Condition 8, it had been a mitigation he had proposed to the Planning Director six weeks ago but had not had further discussions since. He would agree to a condition to hold the Town harmless as long as there is a pre-condition that the Town prove there is a drainage easement the Town owned the legal right to, with evidence presented that the portion of his structure (pergola and fireplace) if any, was within the boundaries of the drainage easement, and associated damage somehow caused by flooding in the future. Only then would he hold the Town harmless and sign a document to that effect.

Mr. Banister identified additional concerns with Condition 2 (a), which he described as a series of conditions related to noise and lighting. He opposed the language in Condition 2 (a) requiring the replacement of light fixtures to fix non-adjustable fixtures, and asked that language be eliminated. He emphasized he had no intention to flash the lights onto the neighbors but would like the flexibility to place the lights on the pergola to a location that would be aesthetically pleasing. If the neighbors had any concerns with the lights after their installation he would be more than willing to speak with his neighbors to address any concerns. In addition, the language in Condition 2 (a), regarding the uplighting on the trees had been a recommendation by the DRB at its last meeting. He noted that the construction drawings had already addressed Condition 2 (b), and he was not willing to pay his engineer more money to address that condition since he had hired an arborist to set forth recommendations on the plants and trees and he would follow those recommendations.

As to Condition 2 (c), Mr. Banister stated he would be replanting the tree and placing screening along his front yard to ensure the pergola was not visible from the street. He opposed Condition 2 (d) and was not willing to provide a planting and irrigation plan given the additional costs imposed by the Town and given he found that condition to be unnecessary. If so, it should have been referenced in the Town's ordinance and communicated to him in December 2012 or February 2013 at the time he had filed his application.

Mr. Banister explained that his irrigation had already been installed and he had as-built drawings for the irrigation. Also, the automatic rain shut-off control device was within the plans to be installed. He had stricken the outdoor kitchen

and spa from the drawings in writing and submitted to planning staff; reiterated the sideyard setback lines had been based on staff recommendations in the supplemental staff report and the Draft Action Memorandum; and there was no reason for him to pay his architect additional monies in order to identify the sideyard setback lines pursuant to Condition 2 (g). He further noted that staff had indicated the Moraga-Orinda Fire District (MOFD) had reported no issues with the project and he questioned being asked to duplicate that effort through Condition 7.

Mr. Banister reiterated that he would not accept Condition 8 as drafted, as too vague and broad under the circumstances as presented. Condition 10 was also a concern given he had materials delivered to his home in the past, there was no traffic on his road, no neighbors had complained about materials stored on his property including a latrine (which was a requirement), and that his construction fencing was orange in color to be easily recognizable for safety reasons.

Mr. Banister emphasized he had done everything right in this case; he had hired a professional landscape architect, construction engineer, and licensed contractors who had insisted in pursuing the permit requirements; provided all information and documents as asked by planning staff; spent additional monies to have the project approved; had participated in three DRB meetings including this special meeting for what he described as a simple straightforward landscape improvement project which should have been approved long ago; and suggested the Planning Department should be working on more important projects. He questioned the Town's process in terms of what he described as unfairly being told what he could do with his property.

#### PUBLIC COMMENTS CLOSED

Boardmember Glover disagreed the project was a simple project since there was a creek involved. He also recognized that CEQA had been required to be analyzed along with analyses to ensure compliance with General Plan and ordinance requirements. While he had no concerns with the setbacks or project design, he remained concerned with the lighting given past concerns in the community with light intrusion and impacts. He sought assurance the lighting proposed would not impact neighbors in a negative way. While he opposed specifying lighting fixtures and where they should be placed, he recommended a condition to simply state that the lighting would not impact the neighbors in a negative way.

Boardmember Glover also opposed requiring the applicant to provide a stream study and long-range picture of top of bank flood limits in the future. He recommended the elimination of Conditions 1 (a) and (b), and suggested the lighting could be addressed under Condition 1 (a), 2 (a) and Condition 13, and be

worded in such a way where *outdoor lighting shall not negatively affect the neighbors.*

Ms. Brekke Read recommended that Condition 2 (a) be revised with the text *non-adjustable/pivoting fixtures* stricken from the first sentence of the condition, with the remainder of the condition to remain as worded.

Mr. Banister asked that the third sentence of Condition 2 (a) be stricken as well.

Ms. Brekke-Read disagreed with the elimination of the third sentence of Condition 2 (a) given a sentiment in the community that was opposed to light pollution with uplighting resulting in light pollution. She asked for feedback from the DRB on the applicant's recommended revision to Condition 2 (a).

Mr. Banister advised that his uplighting would be operational through an off/on switch; a timer could be added if the DRB so directed; and he would be lighting the same trees that had been illuminated for the past 15 plus years which were located on a level portion of the yard with existing foliage located behind.

DRB members were not opposed to uplighting trees although there was a desire for a threshold policy to be identified by staff as to the amount of lumens that would light a tree.

Ms. Brekke-Read recommended further modification to the third sentence of Condition 2 (a) to read: *The fixtures in the landscaping shall be located in a manner that is not obtrusive to the neighbors.*

The DRB discussed the merits of striking Conditions 2 (e) and (f). Regarding Condition 10, the DRB discussed revising the first sentence of Condition 10 to read: *Once delivered, construction materials shall not be stored in a manner visible from the right-of-way for more than 14 days,* and the second sentence of the same condition was stricken. The DRB discussed striking Condition 1 (a) in its entirety.

As to Condition 8, Ms. Brekke-Read explained that the condition had also been required of other projects related to improvements in the drainage easement and to protect the Town if damage were to occur. She also spoke to the encroachment permit process requiring approval from the Public Works Department; in discussions with the Town Attorney, if not accepted by the Town, the Town would not be doing an encroachment and it would be better to deal with that issue in a different way.

Ms. Brekke-Read stated that staff had agreed the hold harmless clause was important; anything offered as dedication to the county would move over to the Town, and pursuant to the Subdivision Ordinance, construction in the drainage easement was not allowed. If the DRB chose not to follow the advice of the Town Attorney, Public Works, and Planning Department staff recommendations,

the findings in the Draft Action Memorandum must be revised to reflect that decision.

Speaking again to Conditions 1 (a) and (b), Ms. Brekke-Read reiterated the intent of the recommended conditions placing the onus on the applicant to provide that information and documentation, and gathering that information and consulting with a surveyor would be a good way to manage that effort. The end result is the drainage easement lines would move. She recommended the research be done to determine what existed and then focus more on the site and what was happening upstream from the site. She described it as a more self-contained study.

Ms. Atkinson added that the Senior Engineer in the Public Works Department had reviewed such work on other properties in Contra Costa County and had recommended Condition 1 (b).

Boardmember Kirkpatrick was not sure that Condition 1 (b) could be imposed on any one applicant to research what would happen three miles upstream, conduct a study to the benefit of other property owners along those reaches, and bear the cost of that study.

Boardmember Glover commented that FEMA had imposed such a requirement on a smaller scale. He agreed there would be a significant financial burden on a single family lot, particularly given there would be no habitable structures in the area. An encroachment permit could be issued for the pavement and pergola, and the applicant could agree if a storm washed him out he would be responsible for the use of his property in the way he wanted to use it, as long as it did not block the flow. He reiterated that Condition 1 (b) was an unneeded burden on the property owner, particularly since the county and cities had neglected it up to this point and did not want that liability.

Chair Helber understood the DRB must provide a finding to justify not following the Town Attorney's advice related to Conditions 1 (a) and (b). He suggested the following as a draft finding for consideration: *In reviewing the information before the DRB, the improvements proposed as part of the subject project were outside of the established FEMA map on Site Plan L-2A and the project would not have an adverse impact to the drainage system of the tributary system of the creek.* He otherwise suggested that Condition 8 was appropriate, and had been required of other applicants conducting improvements within proximity to or adjacent to a creek.

The DRB discussed Condition 8 and considered revising it as follows: *The property owner shall execute a recordable agreement with the Town that states that the property owner(s) and future property owner(s) will hold harmless the Town of Moraga in the event of damage to on-site improvements as shown on Sheet L-20, including the pergola and gas fireplace.*

Mr. Banister recommended an additional finding to support his application to read: *Moraga Subdivision Ordinance Section 914-10.406 identifies the method to be used for locating drainage easement and based on that code section and the civil engineering map staff may sign off on the location of the setback line.* As to the discussion on Condition 8, he recommended specific reference to the date on the plans under the conditions of approval, with the plans date stamped March 27, 2013 and April 11, 2013. He again questioned a condition to hold the Town harmless for improvements he may make outside of the area where the Town believed there was a drainage easement reiterating that pursuant to the Martin Map, the drainage easement ran through the corner of the pergola and fireplace and the hold harmless clause should only be for the improvements made on this side of the drainage easement.

Further discussing Condition 8, Ms. Brekke-Read recommended additional modification as follows:

*The property owner shall execute a recordable agreement with the Town that states that the property owner(s) and future property owner(s) will hold harmless the Town of Moraga in the event of damage to any on-site improvements proposed with this project within the area offered for dedication as a drainage easement, including the pergola and gas fireplace.*

Chair Helber recognized the applicant desired further language modification to Condition 8 although he recommended that the staff recommended revision be considered subject to review by the Town Attorney. He recommended the condition be further revised to include the statement: *A recordable document that was agreeable to the applicant and the Town Attorney be recorded prior to final sign off of the permit that meets the intent of Condition 8.*

On the discussion, Ms. Brekke-Read recommended that Condition 8 be moved from the conditions shown under section Prior to Building Permit Issuance to Prior to Final Inspection and be revised to read: *The property owner shall execute a recordable agreement with the Town that is agreeable to the Town Attorney, that meets the intent of stating the property owner(s) and future property owner(s) will hold harmless the Town of Moraga in the event of any damage to any on-site improvements proposed with this project within the area offered for dedication as a drainage easement, including the pergola and gas fireplace.*

Further discussing the condition, the Chair recommended the condition remain under the section Prior to Building Permit Issuance in an effort not to further delay the application and allow an agreement to be worked out. The intent of the condition was the applicant would not receive a building permit until the agreeable agreement could be reached and recorded with confirmation by the Town Attorney.

Mr. Banister asked for a way to obtain approval at this time. He did not want the application to be further delayed and expressed the willingness to send a letter promptly to the Town Attorney to document an agreement.

Ms. Brekke-Read commented that language could be added to the condition that the Town Attorney sign off on the agreement with recordation of the agreement required prior to final inspection, and which would not require DRB approval.

Mr. Banister expressed his disappointment with what would further delay his project; concern with holding the Town harmless as previously stated; disagreed with the Town taking a position which was internally in conflict as it related to the drainage easement; sought a solution that would resolve the hold harmless issue in a way that could be addressed promptly; concern with the time involved in obtaining approval from the Town Attorney; and pending approval prior to issuance of a building permit which could delay his project another 60 days. Another approach could be to condition final approval by the county on the execution of a recordable document.

Chair Helber emphasized the DRB was making reasonable accommodations to move the project forward. He added that any decision of the DRB could be appealed to the Planning Commission.

Ms. Brekke-Read stated for the record that she was uncomfortable with the changes being discussed for Condition 8 given that the Town Attorney had not reviewed those changes. She recommended that the existing verbiage be preserved as shown. The DRB may state what it's trying to accomplish but she expressed concern that was not accomplished in the recordable agreement. She read into the record Condition 8 as it was currently drafted, and based on the discussions, to be shown under the section Prior to Building Permit Issuance:

*The property owner shall execute a recordable agreement with the Town that is agreeable to the Town Attorney that meets the intent of stating that the property owner(s) and future property owner(s) will hold harmless the Town of Moraga in the event of any damage to any on-site improvements proposed with this project within the area offered for dedication as a drainage easement, including the pergola and gas fireplace. Agreement shall be recorded prior to final building permit approval.*

Mr. Banister disagreed with the condition, as worded and again offered text amendments that he preferred.

Boardmember Kirkpatrick stated with respect to Condition 8 that he would not bypass the advice of the Town Attorney. He agreed with the need to move the project forward and allow the applicant and the Town to prepare a draft document the Town Attorney could review.

Ms. Brekke-Read advised that any document could be submitted to staff to be forwarded to the Town Attorney.

Speaking to Condition 2 (d), Mr. Banister asked that the first sentence be eliminated; reiterated that an irrigation system had already been installed; he had not prepared a planting and irrigation plan and asked that he not be required to provide one since he had an as-built plan; and he did not want it as a condition of obtaining a building permit.

Ms. Brekke-Read noted that Condition 2 (d) was a standard condition of approval for the landscape plans consistent with the Subdivision Ordinance for irrigation and planting in the area offered for drainage easement. The condition could be revised to indicate that as-built drawings shall be submitted to the Town, although there were landscaping plans as part of the plan set. Based on the discussions of the DRB, she understood the consensus at this time was that the first sentence of Condition 2 (d) be stricken, with the second and third sentences to remain; however, the plans were not consistent with the Town's Design Guidelines and the intent of the condition, to ensure consistency with the design guidelines, to make findings of consistency, and an indication that trees provide screening, with the plans to show the trees to be planted.

In response to the staff statement that his application was deemed incomplete and the hearings held at his request, Mr. Banister stated this was the first time he had been asked to provide a landscape and irrigation plan, with the planting having been modified on his site plan at the direction of the staff person he had been working with.

Chair Helber declared a recess at 10:57 A.M. The DRB meeting reconvened at 11:00 A.M. with DRB members Glover, Kirkpatrick and Chair Helber present.

At this time the DRB walked through the Draft Action Memorandum for 13-01, 1392 Rimer Drive, page by page, and finalized changes to the document as follows:

- Page 4 of 9, General Plan Consistency Findings, revise the sentences in the first paragraph to read: *In reviewing the information on the project, it has been determined that the project improvements will be outside the floodway established by FEMA (Exhibit A) and will not have an adverse impact on the area offered as a drainage easement. The portion of the creek bank closest to the pergola and gas fireplace has a relatively stable slope of less than 2:1. The project will not disturb any existing landscaping on the creek bank. The project materials provided by the applicant show that the accessory structures are outside of the FEMA Zone AE floodway on the property. Additionally, the accessory structures are not habitable.*

*The project engineer's exhibit named Easement Width Study, as submitted by the applicant, (Exhibit B) shows the top of bank and slopes that demonstrate that the structures would not impede creek flows or drainage. This information is necessary in order to make the finding of consistency with the Subdivision Ordinance and the Town General Plan policies. Condition #8 requires execution of a recordable agreement with the Town that states that the property owner(s) and future property owner(s) will hold harmless the Town of Moraga in the event of damage to on-site improvements, including the pergola and gas fireplace.*

- Pages 5 and 6 of 9, Part 3: Design Review Findings, 2, strike the last sentence of the paragraph as shown on Page 6, to be replaced with the following statement: *The project engineer's exhibit named Easement Width Study, as submitted by the applicant, (Exhibit B) offers sufficient evidence that the project will be consistent with the creek related policies in the General Plan;*
- Page 6 of 9, Part 3: Design Review Findings, 4, second to last sentence to be replaced with the same statement as above: *The project engineer's exhibit named Easement Width Study, as submitted by the applicant, (Exhibit B) offers sufficient evidence that the project will be consistent with the creek related policies in the General Plan;*
- Pages 6 and 7 of 9, Part 2: Conditions of Approval 1, revise the last sentence of the first paragraph as shown on Page 7 striking the language that reads: *Prior to issuance of a building permit,* and strike Conditions 1(a) and (b);
- Page 7 of 9, Condition 2 (a), strike the language *non-adjustable/pivoting* from the first sentence; and revise the third sentence to read: *The fixtures in the landscaping shall be located in a manner that is not obtrusive to the neighbors;*
- Page 7 of 9, Condition 2 (b) remain as written, to ensure the tree protection measures are in place;
- Page 7 of 9, Condition 2 (d), strike the first and last sentences;
- Page 8 of 9, Condition 8 to remain as worded, with the addition of a last sentence *the agreement shall be recorded prior to final inspection;* and
- Page 8 of 9, Condition 10 revise the first sentence to read: *Once delivered, construction materials shall not be stored in a manner visible from the right-of-way for more than 14 days;* and strike the second sentence.

On motion by Chair Helber, seconded by Boardmember Kirkpatrick to adopt the Draft Action Memorandum dated May 2, 2013 approving Design Review 13-01 at 1392 Rimer Drive, subject to the findings and conditions as shown and as modified. The motion carried by the following vote:

Ayes: Glover, Kirkpatrick, Helber  
Noes: None  
Abstain: None  
Absent: Escano-Thompson, Zhu

Chair Helber identified the 10-day appeal process of a decision of the Design Review Board in writing to the Town Clerk.

Mr. Banister thanked staff and the DRB for its efforts and time taken to consider the project.

**V. ADJOURNMENT**

On motion by Boardmember Glover, seconded by Boardmember Kirkpatrick and carried unanimously to adjourn the meeting at 11:17 A.M.

A Certified Correct Minutes Copy



Secretary of the Planning Commission

