



**City of Fairhope
Board of Adjustments Agenda
5:00 PM
Council Chambers
January 23, 2025**

Sherry Sullivan
Mayor

Council Members

Kevin G. Boone

Jack Burrell, ACMO

Jimmy Conyers

Corey Martin

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

1. Call to Order
2. Approval of Minutes
 - December 16, 2024
3. Consideration of Agenda Items

A. BOA 24.11 Public hearing to consider the request of the Owner, Jason LaSource, for a 15' front setback variance, a variance for an accessory structure 10.5' forward of rear building line and a 5' side setback variance on property zoned R-2 Medium Density Single-Family Residential District. The property is located at 50 Fels Avenue. The property is approximately 0.22 acres. **PPIN#: 14503**

B. BOA 24.19 Public hearing to consider the request of the Applicant, S.E. Civil, LLC, on behalf of the Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast, for a Use Not Provided For – to allow for alterations to an existing church on property zoned R-4 Low Density Multi-Family Residential District. The property is located at 860 N. Section Street and is approximately 9.58 acres. **PPIN#: 1090**

C. BOA 25.01 Public hearing to consider the request of the Owner, Jack Maulding, for a Special Exception - Use Not Accounted For – to allow for indoor car sales on property zoned M-1 Light Industrial District. The property is located at 365 Commercial Park Drive. The property is approximately 0.38 acres. **PPIN#: 63899**

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper.



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D. BOA 25.02 Public hearing to consider the request of the Applicant, Kadre Engineering, on behalf of the Owner, Corte, Cave/Mitchell 1 LLC for a Special Exception – Use Not Accounted For - to allow for 13 additional "in car dining" parking spots on property zoned B-2 General Business District. The property is located on the northwest corner of Highway 181 and Highway 104, Lot 7. The property is approximately 0.99 acres. **PPIN#: 626312**

E. BOA 25.03 Public hearing to consider the request of the Applicant, Sweet Home Chiropractic, on behalf of the Owner, Tim Hogan for a Special Exception - Use Not Accounted For – to allow for a professional medical office on property zoned B-2 – General Business District. The property is located at 68 N Bancroft. The property is approximately 0.20 acres. **PPIN#: 64923**

F. BOA 25.04 Public hearing to consider the request of the Applicant, Dewberry, on behalf of the Owner, Brian Metcalf, for a Special Exception – Use on Appeal - to operate a restaurant on property zoned B-1, Local Shopping District. The property is approximately 2.06 acres and is located to the east of the terminus at Sweetwater Circle. **PPINS #: 243332, 281752, 281750, 57219**

4. Old/New Business

5. Adjourn

161 North Section Street

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The Board of Adjustments met Monday, December 16, 2024, at 5:00 PM at the City Municipal Complex, 161 N. Section Street in the Council Chambers.

Present: Cathy Slagle, Vice-Chair; Ryan Baker; Frank Lamia; Bryan Flowers; Hunter Simmons, Planning and Zoning Director; Mike Jeffries, Development Services Manager; and Cindy Beaudreau, Planning Clerk.

Absent: Donna Cook

Vice-Chair Slagle called the meeting to order at 5:01 PM.

Approval of Minutes

Frank Lamia made a motion to approve the minutes from the November 18, 2024, meeting.

Ryan Baker seconded the motion and the motion carried with the following vote:

Aye: Cathy Slagle, Ryan Baker, Frank Lamia, and Bryan Flowers

Nay: None.

BOA 24.10 Public hearing to consider the request of the Applicant, Mack McKinney, on behalf of the Owner, FST Sildi LLC, for a Special Exception – Use on Appeal – to allow for a hotel on property zoned B-2 General Business District. The property is located at 301 Fairhope Avenue and is approximately 0.20 acres. **PPIN#: 14359**

Mack McKinney requested that this project be tabled indefinitely.

Motion:

Ryan Baker made a motion to table BOA 24.10 at the request of the applicant.

Bryan Flowers seconded the motion and the motion carried with the following vote:

Aye: Cathy Slagle, Ryan Baker, Frank Lamia, and Bryan Flowers

Nay: None.

BOA 24.16 Public hearing to consider the request of the Applicant, Apex Contracting Services LLC on behalf of the Owner, FST and Bell, Zachary, for a 10' front setback variance, a 12' rear setback variance and a 5' side setback variance on property zoned R-2 Medium Density Single-Family Residential District. The property is located at 258 Equity Street. The property is approximately 0.18 acres. **PPIN#: 14343**

Mike Jeffries, Development Services Manager, stated that this application was tabled at the November 2024, Board of Adjustments meeting. Mr. Jeffries presented the request of the Applicant, Apex Contracting Services LLC on behalf of the Owner, FST and Bell, Zachary, for a 10' front setback variance, a 12' rear setback variance and a 5' side setback variance on property zoned R-2 Medium Density Single-Family Residential District.

Recommendation:

Staff recommends approval of BOA 24.16.

Zac Bell, applicant, agrees with the compromise.

Vice-Chair Slagle opened the public hearing at 5:11pm. Having no one present to speak, the public hearing was closed at 5:11pm.

Motion:

Ryan Baker made a motion to approve BOA 24.16.

Frank Lamia seconded the motion and the motion carried with the following vote:

Aye: Cathy Slagle, Ryan Baker, Frank Lamia, and Bryan Flowers

Nay: None.

BOA 24.18 Public hearing to consider the request of the Applicant, Benjamin Cummings, acting on behalf of the Owner, Fairhope 9 LLC, for a Use Not Provided For – to allow for a professional medical office on property zoned B-2 General Business District. The property is located at the northeast corner of Highway 181 and Highway 104, Lot 9 and is approximately 1.0 acres. **PPIN#: 627499**

Mike Jeffries, Development Services Manager, presented the request of the Applicant, Benjamin Cummings, acting on behalf of the Owner, Fairhope 9 LLC, for a Use Not Provided For – to allow for a professional medical office on property zoned B-2 General Business District.

Recommendation:

Staff recommends approval of BOA 24.18.

Vice-Chair Slagle opened the public hearing at 5:15pm. Having no one present to speak, the public hearing was closed at 5:15pm.

Motion:

Frank Lamia made a motion to approve BOA 24.18.

Bryan Flowers seconded the motion and the motion carried with the following vote:

Aye: Cathy Slagle, Ryan Baker, Frank Lamia, and Bryan Flowers

Nay: None.

BOA 24.19 Public hearing to consider the request of the Applicant, S.E. Civil, LLC, on behalf of the Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast, for a Use Not Provided For – to allow for alterations to an existing church on property zoned R-4 Low Density Multi-Family Residential District. The property is located at 860 N. Section Street and is approximately 9.58 acres. **PPIN#: 1090**

Mr. Baker stated that he needs to recuse himself from this project.

Due to a lack of quorum, the applicant agreed to table the request until the January meeting.

Old/New Business

None

Adjournment

Bryan Flowers made a motion to adjourn.

The motion carried unanimously with the following vote:

Aye: Cathy Slagle, Ryan Baker, Frank Lamia, and Bryan Flowers

Nay: None.

Adjourned at 5:18p.m.

Anil Vira, Chairman

Cindy Beaudreau, Secretary

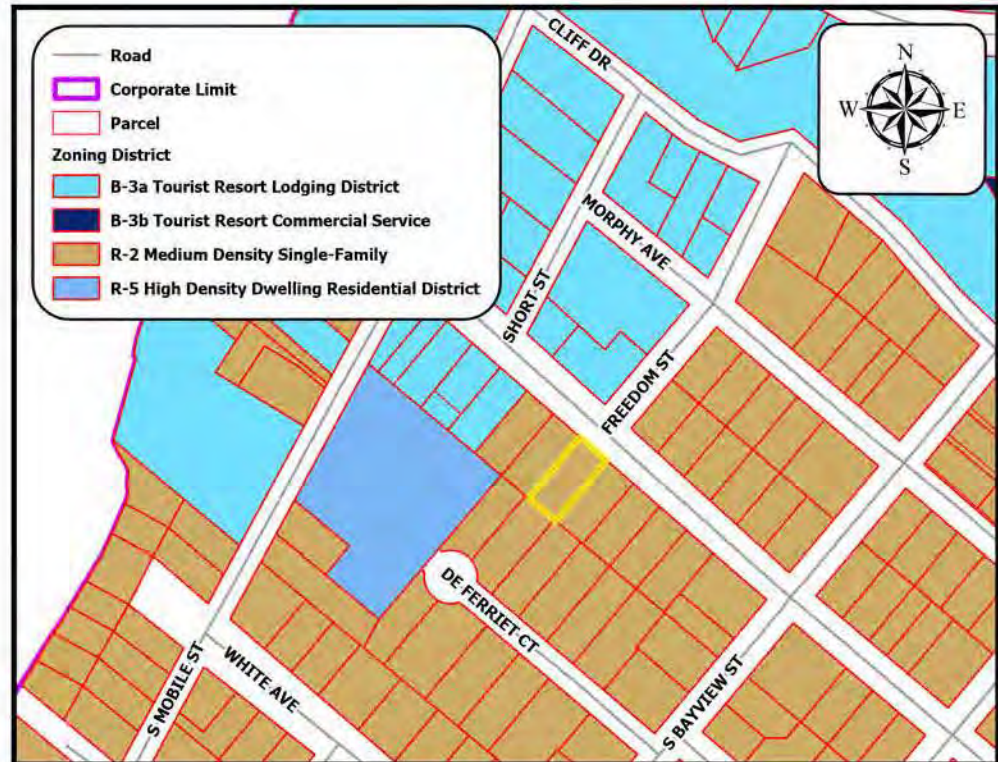
City of Fairhope

Board of Adjustments

January 23, 2025



BOA 24.11 - 50 Fels Avenue



Project Name:

50 Fels Avenue

Site Data:

0.22 acres

Project Type:

Various requests for variances

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-2 Medium Density Single-Family
Residential District

PPIN Number:

14503

General Location:

South of the intersection of Freedom
and Fels

Surveyor of Record:

N/A

Engineer of Record:

N/A

Owner / Developer:

Jason LaSource

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved w/ Conditions

Prepared by:

Name: Michelle Melton

CITY OF FAIRHOPE

P.O. Box 429
Fairhope, AL 36533
(251) 928-8003



BOARD OF ADJUSTMENTS & APPEALS APPLICATION



BOARD OF ADJUSTMENTS (BOA) APPLICATION

Authority: The City of Fairhope is authorized under the Code of Alabama, 1975 to create and establish a Board of Adjustment whose duties are quasi-judicial.

Public Notice: All BOA applications are required by State Law to give notice in both the newspaper and to all real property owners with 300 feet of the proposed change. The cost of this notice is paid by the applicant. All notice charges are paid at the time of application submission.

The BOA must conduct public hearings in conjunction with all applications. At the time of the BOA meeting all interested persons will be given the opportunity to speak either pro or con for the proposal.

BOA Functions: The BOA performs several functions: 1) hear and decides appeals from a decision made by an administrative official of the City of Fairhope; 2) hear and decide on granting special exceptions as permitted in the Zoning Ordinance, and; 3) authorize on appeal in specific cases variances to the regulations established in the Zoning Ordinance.

Decision and Voting: The BOA is a 5 member Board. The Board will conduct a public hearing and consider the request of the applicant. The Board has three (3) options: 1) approve the request; 2) deny the request; table the request.

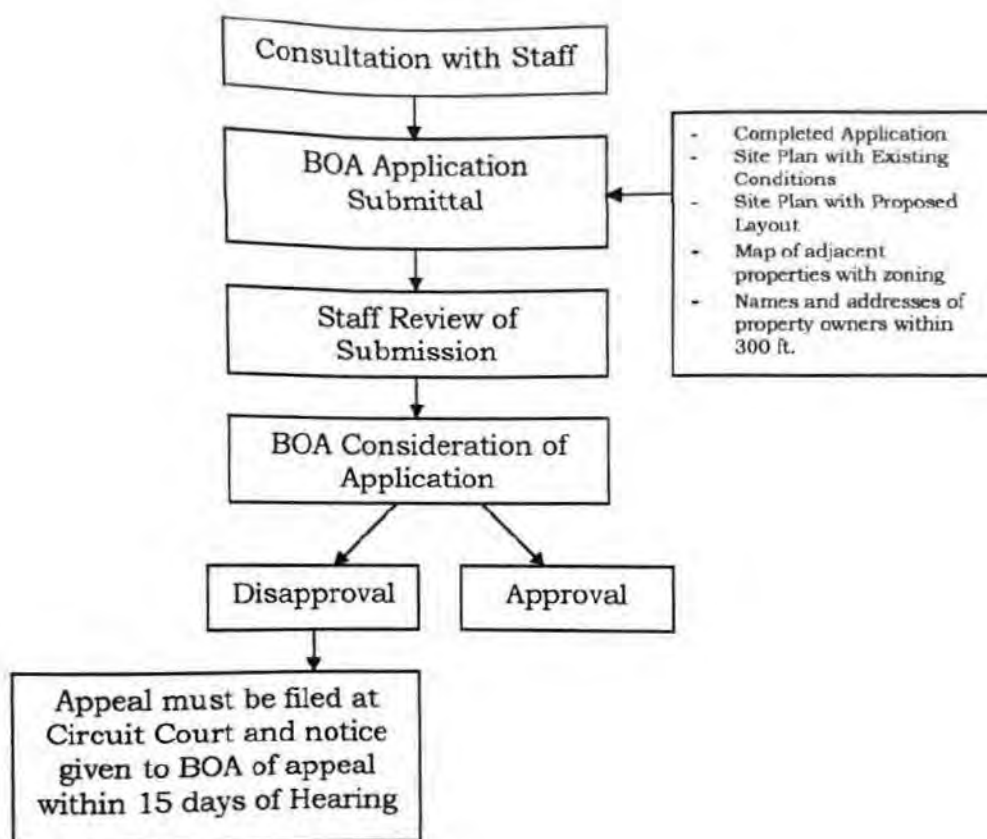
Approval of the request requires 4 of the 5 members of the BOA to vote in favor. A simple majority does not pass.

BOA Application Submission: The BOA application must be complete. An application is not considered complete unless all required documents are provided at the time of submission. An incomplete application may not be accepted by staff.

Deadlines: The City of Fairhope wishes to expedite the BOA process in the best and most effective manner possible. To that end, it is important that deadline times and dates are adhered to by the applicant (refer to the attached schedule for dates and times)



BOARD OF ADJUSTMENTS (BOA) FLOW CHART





APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: ☐ Administrative Appeal ☐ Special Exception ☒ Variance

Property Owner / Leaseholder Information

Name: Jason LaSource Phone Number: 251-379-4822
 Street Address: 50 Fels Ave
 City: Fairhope State: AL Zip: 36532

Applicant / Agent Information

If different from above.

Notarized letter from property owner is required if an agent is used for representation.

Name: _____ Phone Number: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

Site Plan with Existing Conditions Attached: ☒ YES ☐ NO
 Site Plan with Proposed Conditions Attached: ☒ YES ☐ NO
 Variance Request Information Complete: ☒ YES ☐ NO
 Names and Address of all Real Property Owners
 within 300 Feet of Above Described Property Attached: ☒ YES ☐ NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Jason LaSource
 Property Owner/Leaseholder Printed Name

12/12/24
 Date

Signature

Reuben E. (Ed) Davidson, III
 Fairhope Single Tax Corp. (If Applicable)



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- | | | |
|--------------------------------------|------------------------------------|---|
| ☐ Too Narrow | ☐ Elevation | ☐ Soil |
| ☐ Too Small | ☐ Slope | ☐ Subsurface |
| ☐ Too Shallow | ☐ Shape | ☒ Other (specify) |

Describe the indicated conditions: The property has 4 trees marked as historical on the property
The largest being a live oak that is in the middle east of the plot

How do the above indicated characteristics preclude reasonable use of your land?

As shown in the 2nd site plan, the existing trees prevent the owners from building 2448 sq ft footprint home.
They would ask that the board supports their efforts to save the 4 trees in building a less than ideal home in order to do so.

What type of variance are you requesting (be as specific as possible)?

- The request is for a 15' variance on the front (to be 15' from the front property line - even with neighbors)
- The request is to allow the garage to be 10'5" forward of the rear of the house to allow for the primary area to be set back from the live oak and the garage to give space for the rear trees of the yard

3. The request is for a 5' variance on the east side to allow for the poplar tree on the west side of the house to stay.

Hardship (taken from Code of Alabama 1975 Section 11-52-80):

"To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:

	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL: \$		

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Jason LaSource
 Property Owner/Leaseholder Printed Name

12/12/24
 Date

Signature

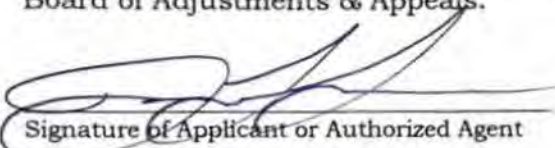
Reuben E. (Ed) Davidson, III
 Fairhope Single Tax Corp. (If Applicable)



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Board of Adjustments & Appeals applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

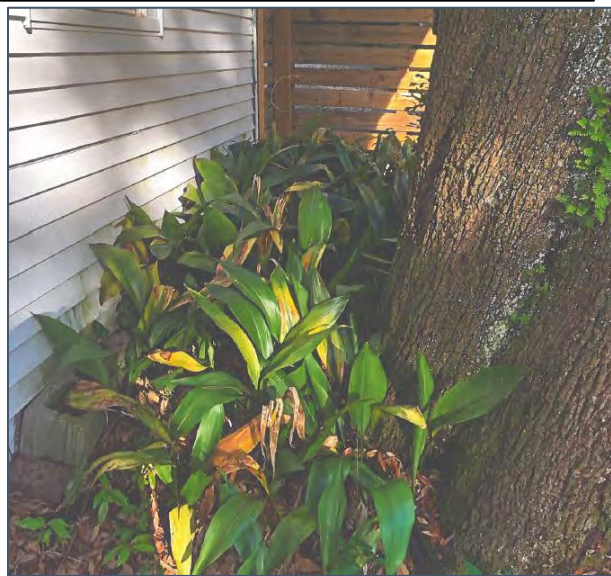
By signing below, I Jason LaSource, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Board of Adjustments & Appeals.


Signature of Applicant or Authorized Agent

12/12/24
Date of Application

Summary of Request:

The Applicant/Owner, Jason LaSource, is requesting three (3) variances. Requested variances are: 20 ft front setback variance so that the proposed house will be 15 ft from the property line; a variance to allow the accessory structure placed 10.5 ft forward of the rear of the primary structure; and a 5 ft side setback variance on east side of principle structure. There are four (4) heritage trees on site (referred to as “historical trees” on the submitted plans). The requested variances are to preserve the root system of an 80+ year old live oak, a magnolia, and an existing heritage poplar tree.



Figures 1-3: Existing Conditions of house and tree.

Comments:

The lot nor the existing structure conform to the current day R-2 dimensions because the lot is less than 10,500 sf (approximately 9,504 sf) and less than 75' feet wide (66' wide). None of which are peculiar to the neighborhood. The existing principle structure is built 20' from the front lot line and 4-5' from the side lot line and remains a legal non-conforming structure to Staff's knowledge. *See below.*

Table 3-2: Dimension Table - Lots and Principle Structure

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by all structures	Max. height
			Front	Rear	Side	Street side		
R/A	3 acres/-	198'	75'	75'	25'	50'	none	30'
R-1	15,000 s.f./-	100'	40'	35'	10' ^b	20'	40%	30' ^a
R-1a	40,000 s.f./-	120'	30'	30'	10' ^b	20'	25%	35'
R-1b	30,000 s.f./-	100'	30'	30'	10' ^b	20'	25%	35'
R-1c	20,000 s.f./-	80'	30'	30'	10' ^b	20'	25%	35'
R-2	10,500 s.f./-	75'	35'	35'	10' ^b	20'	25%	30' ^b

a. Structure may exceed the building height provided the lot width is increased by 10 feet for each additional foot in height.

b. Where a driveway is in the side, and extends past the front of the principle structure, the side setback shall be 15'. Driveways shall not be within 3 feet of the side lot line. The area between the side lot line and driveway shall be vegetated and remain pervious.

The lot was platted with its current dimensions in 1910-1911. *See below.*



It is the intent of the Applicant to completely tear down the principle and accessory structure and rebuild. New structures shall conform to the current Zoning Ordinance unless there is a case for a variance based on the following criteria listed in Section C(e)(1).

e. *Criteria –*

- (1) An application for a variance shall be granted only on the concurring vote of four Board members finding that:
 - (a) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;
 - (b) The application of the ordinance to this particular piece of property would create an unnecessary hardship. Personal financial hardship is not a justification for a variance.
 - (c) Such conditions are peculiar to the particular piece of property involved; and,
 - (d) Relief, if granted, would not cause substantial detriment to the public good and impair the purpose and intent of this ordinance; provided however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

Article VII, Section D(3) reads the following regarding front setbacks for non-conforming lots:

3. The minimum front setback required for the district (and, on corner lots, the street side setback) shall not apply to any lot where the average front building line(s) of the adjacent lot(s), is less than the minimum setback required for the district. In such cases, the front building line may be the same as the average front building lines(s) of the adjacent lot(s). In no case, shall the front building line be more than 5' less than the minimum setback required for the district.

The direct “adjacent lots” are 24 and 52 Fels Avenue with approximately 15’ and 60’ front setbacks, respectively. *See below.*



Article VII, Section D(3) allows relief, under certain conditions, when adjacent properties are built closer to the street than current front setbacks allow. The average front building line of the two adjacent properties is 37.5', so there is no relief allowed for this proposal.

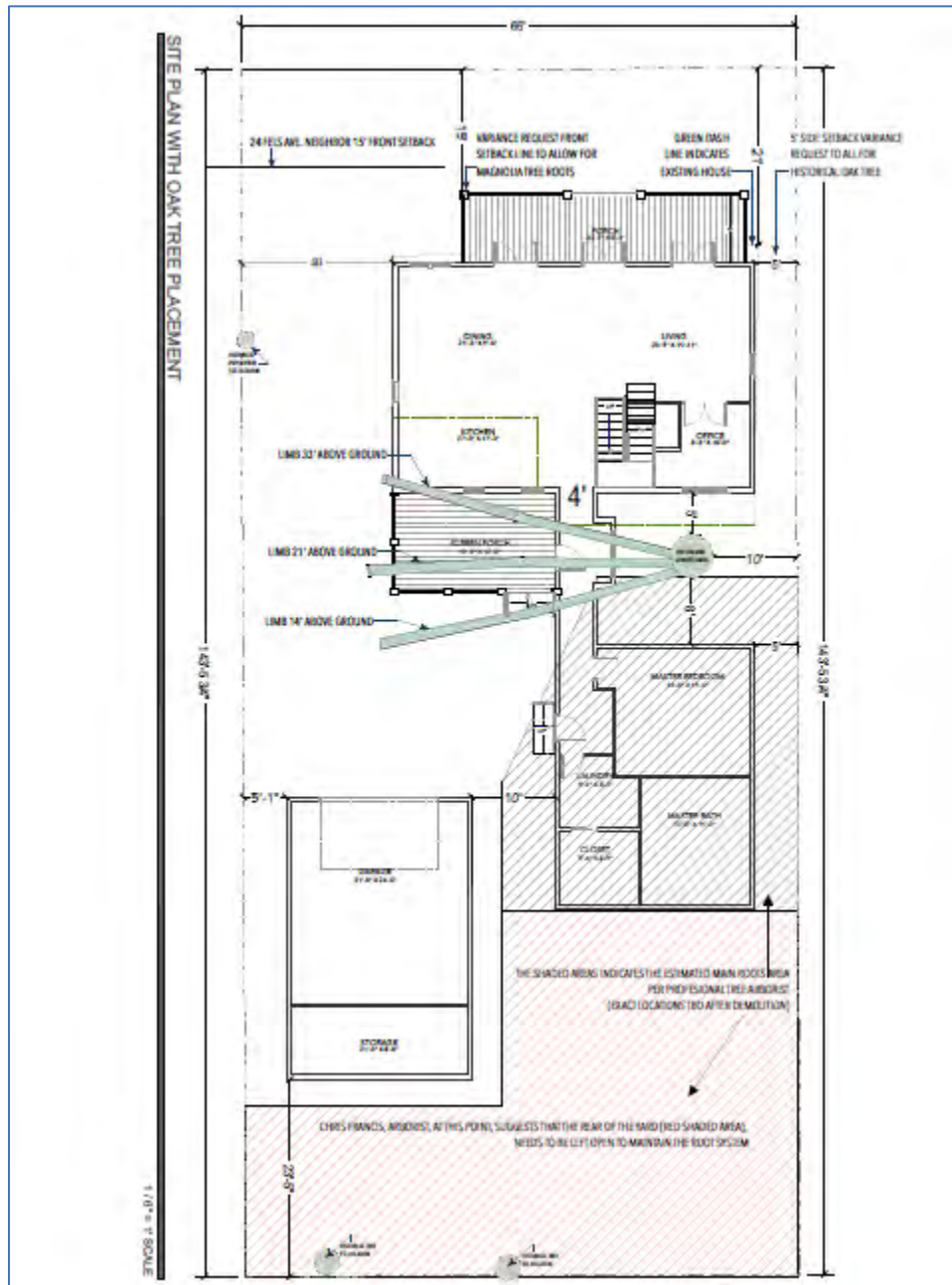


Figure 4: Proposed Site Plan with Oak and Largest Limbs

The above site plan illustrates the proposed home with an area cut out to protect the tree and its roots. The above site plan also points out the root systems of a magnolia tree in the front and two (2) trees in the rear. The site plan has shaded areas in red and gray that indicate the estimated main roots area for the tree(s). Exact locations will be determined post demolition as part of a tree protection plan.

Applicant has consulted with Chris Francis Tree Service (“Francis”) whereas Francis “verified the tree is healthy” regarding the live oak. The updated site plan was developed with the assistance of Chris Francis. It was stated that the more shaded area kept uncovered the more beneficial it is to the trees.

Staff recommendation is confined to the current Zoning Ordinance. The Tree Ordinance does not apply to single family residences per 20.5-4(1). The Planning and Zoning Director may grant a 7’ administrative setback variance to protect and/or preserve an existing Heritage Tree. See *Article IV, Section G*.

Although some of the requested deviations from the required setbacks may be minimal, new builds must conform to current setbacks unless the BOA deems otherwise. In that vein, there have been variances granted based on trees in the past, most of which were prior to the adoption of the Tree Ordinance in 2011 (Ord. No. 1444).

The following is a previous case.

BOA 13.01 105 Fels Avenue: Granted 30’ rear setback variance (5’ rear setback) to preserve a 60” heritage live oak. Minutes mention Applicant cutting out buildable area to preserve the tree. In the case above, Staff supported the administrative variance, but was limited to the 7’. The Board granted an additional variance based on the merits of the case, including the fact that the lot was only 45’ wide.

Analysis and Recommendation: Variance Criteria

(a) There are extraordinary and exceptional conditions pertaining to the piece of property in question because of its size, shape, or topography.

Response: The City acknowledges a Heritage Tree is worth saving in various sections of local code.

(b) The application of the ordinance to this piece of property would create an unnecessary hardship. Personal financial hardship is not a justification for a variance.

Response: The application of the Zoning Ordinance **does not** create an unnecessary hardship.

(c) Such conditions are peculiar to the piece of property involved; and

Response: A heritage live oak meets the tree preservation criteria of Article IV, Section G, which is unique to this piece of property.

(d) Relief, if granted, would not cause substantial detriment to the public good and impair the purpose and intent of this ordinance; provided however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

Response: Relief will not cause substantial detriment to the public good because tree variances have been granted in the past to protect heritage trees.

When a variance is granted by the Zoning Board of Adjustment it has the following effect:

Article II.C.3.g.

Effect of Variance - Any variance granted according to this section, and which is not challenged on appeal shall run with the land provided that:

- (1) The variance is acted upon according to the application and subject to any conditions of approval within 365 days of the granting of the variance or final decision of appeal, whichever is later; and
- (2) The variance is recorded with the Judge of Probate.

Staff supports any efforts to save the Heritage Trees and feel variances should be granted conditioned on a specific plan that is designed to work around the tree as much as possible. The revised two-story house plan has been designed to protect the heritage live oak, its root system, and its largest limbs as submitted with the plan. The revised plan also aims to preserve three (3) other heritage trees on site. Two (2) arborists have offered support of the updated house plans.

A 5 ft administrative setback variance is supported for the east side setback to preserve the heritage poplar tree on the west side and to allow for better protection of the live oak's root system.

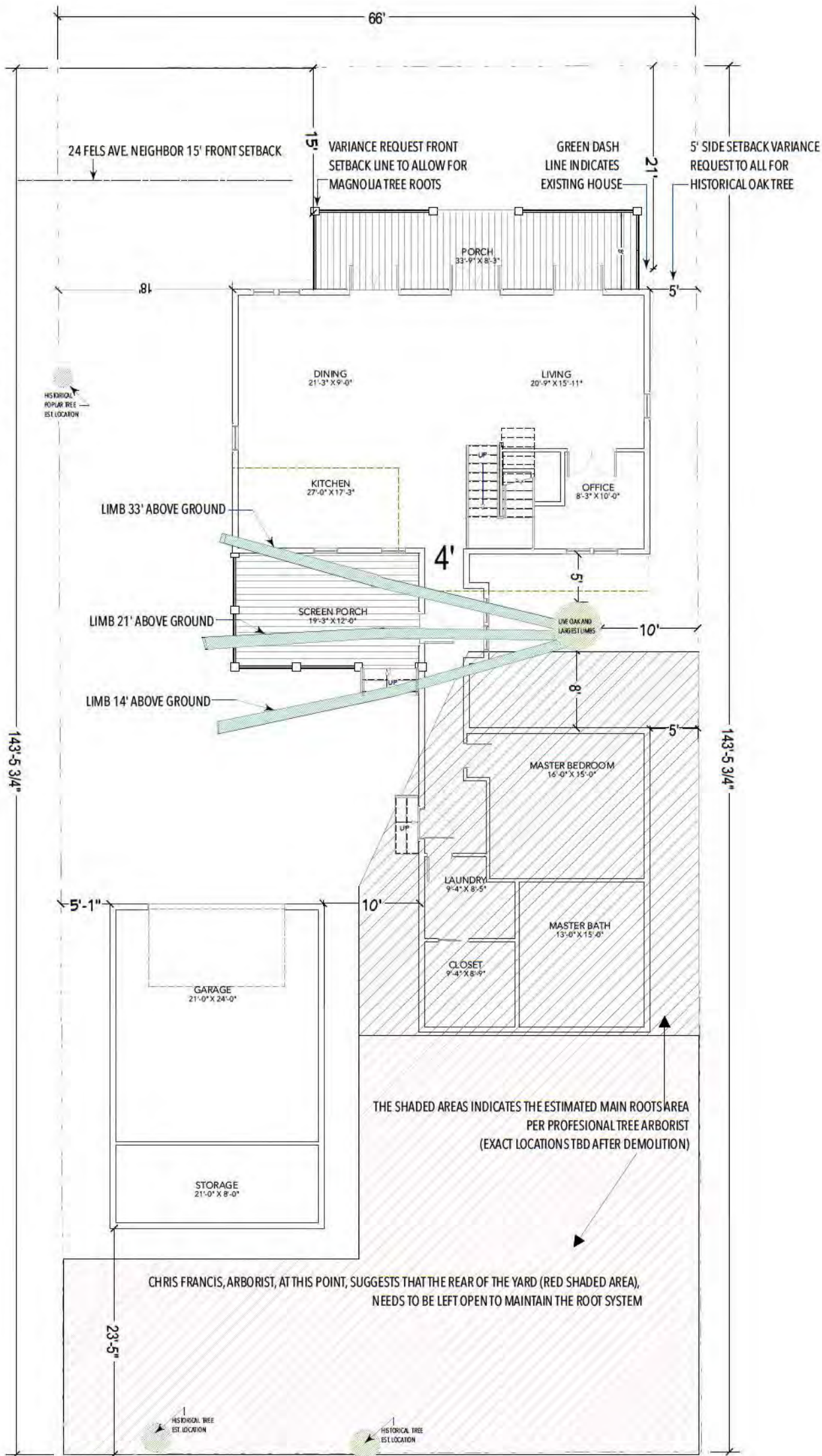
Staff met with Applicant and Chris Francis on October 30, 2024, to discuss alternative plans. A different size or dimension of the primary and/or accessory structure or no accessory structure at all may be a viable alternative to the variance requests. Nonetheless, Applicant has made efforts to preserve the heritage trees on site when he did not have to, and the updated plans are supported by professional arborists.

Recommendation:

The following recommendations are specific to the site plan contained herein. If the proposed house is not built within the required time limit from this BOA meeting or is ever torn down, then

these recommendations are null and void and shall not be applicable to any other site plan(s) for 50 Fels Avenue.

- 1) Based on the Zoning Ordinance the Planning & Zoning Director supports the 5 ft (east) side setback to protect the existing heritage poplar on the west side and the live oak's roots.
- 2) Staff recommends ***Denial*** of a 20' front setback variance request of the primary structure. But staff could support a 12' front setback variance. Using the current plan this would require the removal of the 8' front porch.
- 3) Staff supports a 10.5' setback variance for the accessory structure to be located forward of the rear building line in case BOA 24.11. However, it may be the pleasure of the BOA to decide otherwise. As stated, an alternative is to not have the accessory structure.
- 4) A tree-protection plan done by a licensed arborist shall be approved as part of the land disturbance and building permit applications.



PROPOSED LAYOUT
AND PLACEMENT

LASOURCE
RESIDENCE

CHRISTINA STANKOSKI
COASTAL CLASSICS
1000 N. BEACH BLVD. - SUITE 100 - FORT LAUDERDALE, FL 33304

DATE:

12/4/24

SCALE:

SHEET:

2



CONCEPTIONAL RENDERING:
WEST ELEVATION OF LIMB CLEARANCE
OVER HALLWAY AND SCREEN PORCH

1/4" = 1' SCALE



FRONT ELEVATION WITH TREE LIMBS IN THE REAR

1 / 2" = 1' SCALE

TREE LIMB PLACEMENT IS AN ESTIMATE AND IS TO BE
VERIFIED WITH A SURVEYOR AND / OR ARBORIST.

FRONT ELEVATION
WEST RENDERING

LASOURCE
RESIDENCE

CHRISTINA STANKOSKI
COASTAL CLASSICS
Landscape Architecture & Design

DATE:

12/4/24

SCALE:

SHEET:

4



SITE PLAN WITHOUT TREE VARIANCE REQUEST

1/6" = 1' SCALE

To whom it may concern:

We purchased our property at 50 Fels Avenue in 2017 with the intent to build. The house was in such poor shape that we almost did not even consider visiting the property because the pictures were so terrible. We took a chance and decided to visit the property and upon seeing the live oak, the proximity to the bay and room for a garden we made an offer to purchase the property. Our intention from the beginning was to build a coastal cottage home with a modest footprint to preserve our great outdoor space while preserving the 80+ year old live oak.

We are in an area that has a lot of foot traffic and frequently observe people stopping directly in front of our property to admire the massive live oak that hangs over the property. We did the same thing upon our initial visit to 50 Fels. It is a magnificent tree that has many more years to mature and should be preserved. Moving the house up 2-3 feet from where it currently sits and keeping our current set back on the east side (where our house sits now) would allow for that. Even with moving the house forward it will still be set back further than several other houses on our street including the 5 houses that are west of us. With the new house remaining near where the current house is on the east side it will give our neighbor to the west more privacy than if we had to center the house and move it closer to her lot. Almost all of the houses on our side of the street are offset to the left with driveways on the right. Maintaining our left offset will allow us to keep our current level of privacy while maintaining the look of our street. We enjoy teaching our daughter how to garden and having space for friends and family to enjoy in our backyard so do not want to take up our entire property with a house which we would have to do otherwise. Thank you for your time and consideration.

Sincerely,

Jason and Sarah LaSource

Summary of Request:

The Applicant/Owner, Jason LaSource, is requesting a 15' front setback variance and a 5' side setback variance for the principle structure to preserve an 80+ year old heritage live oak tree. The address is 50 Fels Avenue. This case was tabled at the August 19, 2024, BOA meeting for lack of information, particularly regarding the 2nd floor addition.



Figures 1-3: Existing Conditions of house and tree.

Comments:

As mentioned, the lot nor the structure conform to the current day R-2 dimensions because the lot is less than 10,500 sf (approximately 9,504 sf) and less than 75' feet wide (66' wide). None of which are peculiar to the neighborhood. The existing principle structure is built 20' from the front lot line and 4-5' from the side lot line and remains a legal non-conforming structure to Staff's knowledge. *See below.*

Table 3-2: Dimension Table - Lots and Principle Structure

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by all structures	Max. height
			Front	Rear	Side	Street side		
R/A	3 acres/-	198'	75'	75'	25'	50'	none	30'
R-1	15,000 s.f./-	100'	40'	35'	10' ^b	20'	40%	30' =
R-1a	40,000 s.f./-	120'	30'	30'	10' ^b	20'	25%	35'
R-1b	30,000 s.f./-	100'	30'	30'	10' ^b	20'	25%	35'
R-1c	20,000 s.f./-	80'	30'	30'	10' ^b	20'	25%	35'
R-2	10,500 s.f./-	75'	35'	35'	10' ^b	20'	25%	30' =

a. Structure may exceed the building height provided the lot width is increased by 10 feet for each additional foot in height.

b. Where a driveway is in the side, and extends past the front of the principle structure, the side setback shall be 15'. Driveways shall not be within 3 feet of the side lot line. The area between the side lot line and driveway shall be vegetated and remain pervious.

The lot was platted with its current dimensions in 1910-1911. *See below.*



It is the intent of the Applicant to completely tear down the principle and accessory structure and rebuild. New structures shall conform to the current Zoning Ordinance unless there is a case for a variance based on the following criteria listed in Section C(e)(1).

Article VII, Section D(3) reads the following regarding front setbacks for non-conforming lots:

The direct “adjacent lots” are 24 and 52 Fels Avenue with approximately 15’ and 60’ front setbacks, respectively. *See below.*

Applicant's narrative states that the requested setback variance will be further back than several of the neighbors on the block and that is a correct statement. Many of the houses are zoned differently with different setbacks. Article VII, Section D(3) allows relief, under certain conditions, when adjacent properties are built closer to the street than current front setbacks allow. The average front building line of the two adjacent properties is 37.5', so there is no relief allowed for this proposal.

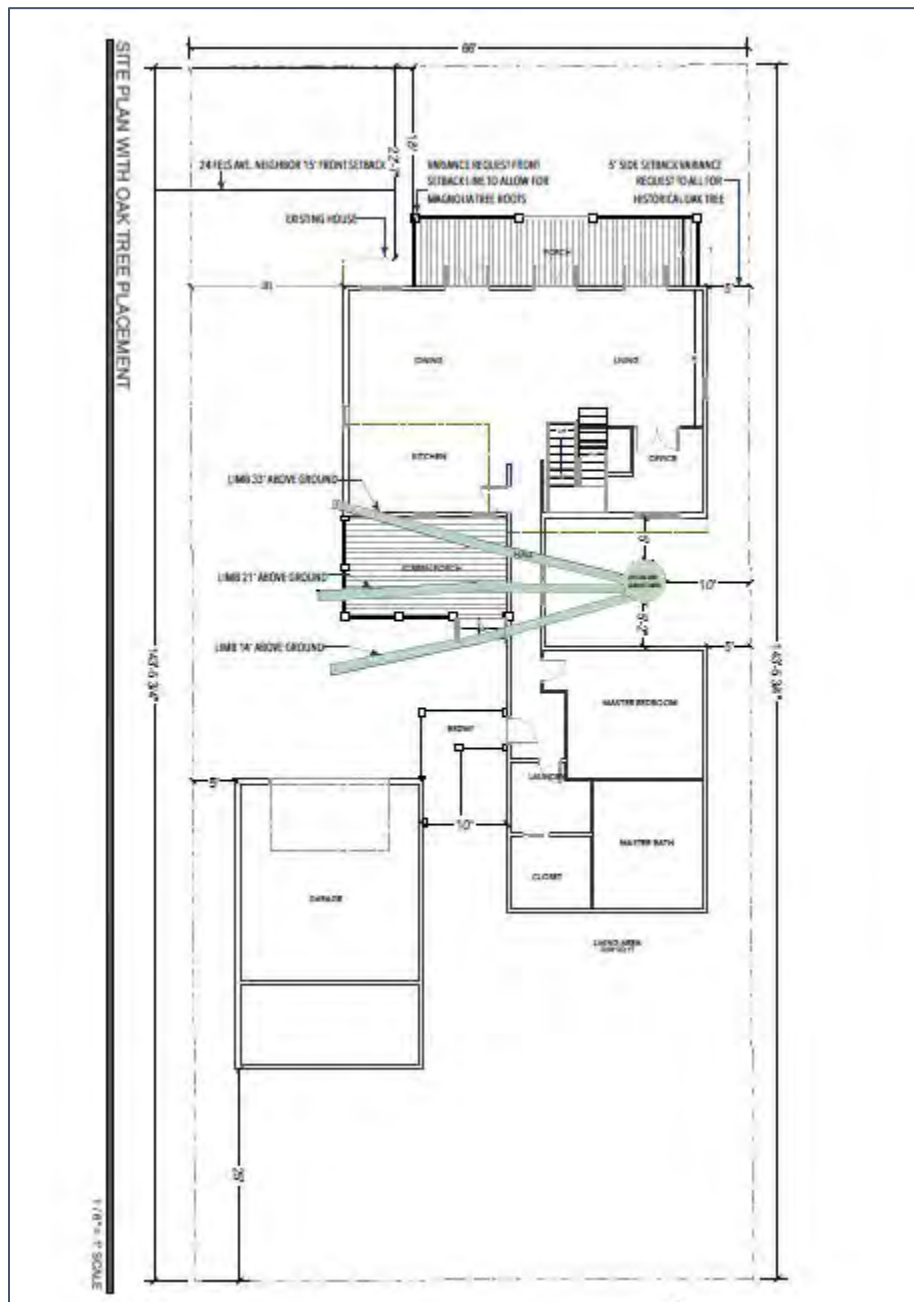


Figure 4: Proposed Site Plan with Oak and Largest Limbs

The above site plan illustrates the proposed home with an area cut out to protect the tree and its roots. Applicant has consulted with Chris Francis Tree Service (“Francis”) whereas Francis “verified the tree is healthy” and Francis recommended tree protection measures in the event the above site plan is approved. The estimate is within the packet.

The updated plans, including the second-floor addition, were sent to a third-party landscape professional. After reviewing the plans and doing a site visit to assess the health of the heritage oak tree the professional opined that the tree can withstand and survive the second story addition so long as the proper precautions are taken and construction of the second story addition does not require cutting off any of the major limbs depicted in the plans.



Figure 5

Note: Although BOA cases are not Site Plan driven Staff did recognize on the updated plans that the accessory structure is not set behind the rear building line of the principle structure as is required in Table 3-3. *See below.* This needs to be adjusted before applying for a building permit.

Table 3-3: Dimension Table - Residential Accessory Structures

Dimension District or use	Setbacks				Max. total lot coverage by accessory structure	Max. height	Min. structure separation from principle structure	Min. separation between structures
	Front	Rear	Side	Street side				
All other residential districts	Behind rear building line of principle structure	5'	5'	no nearer than principle structure	25% of required rear yard	30' but no taller than the principle structure	10'	5'

Staff recommendation is confined to the current Zoning Ordinance. The Tree Ordinance does not apply to single family residences per 20.5-4(1). The Planning and Zoning Director may grant a 7' administrative setback variance to protect and/or preserve an existing Heritage Tree. See *Article IV, Section G*.

Although the requested deviations from the existing front and side setbacks may be minimal, new builds must conform to current setbacks unless the BOA deems otherwise. In that vein, there have been variances granted based on trees in the past, most of which were prior to the adoption of the Tree Ordinance in 2011 (Ord. No. 1444). Staff would be more supportive if the tree was not cradled on three sides by the proposed new house. The proposed plans leave a large amount of buildable area inside the setbacks untouched. Utilizing this area would provide more protection for the tree. Or a possible better solution exists by requesting relief from the rear setback line as opposed to moving the house closer to the street.

The following is a previous case.

BOA 13.01 105 Fels Avenue: Granted 30' rear setback variance (5' rear setback) to preserve a 60" heritage live oak. Minutes mention Applicant cutting out buildable area to preserve the tree. In the case above, Staff supported the administrative variance, but was limited to the 7'. The Board granted an additional variance based on the merits of the case, including the fact that the lot was only 45' wide.

Analysis and Recommendation: Variance Criteria

(a) There are extraordinary and exceptional conditions pertaining to the piece of property in question because of its size, shape, or topography.

Response: The City acknowledges a Heritage Tree is worth saving in various sections of local code.

(b) The application of the ordinance to this piece of property would create an unnecessary hardship. Personal financial hardship is not a justification for a variance.

Response: The application of the Zoning Ordinance **does not** create an unnecessary hardship.

(c) Such conditions are peculiar to the piece of property involved; and

Response: A heritage live oak meets the tree preservation criteria of Article IV, Section G, which is unique to this piece of property.

(d) Relief, if granted, would not cause substantial detriment to the public good and impair the purpose and intent of this ordinance; provided however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

Response: Relief will not cause substantial detriment to the public good because tree variances have been granted in the past to protect heritage trees.

When a variance is granted by the Zoning Board of Adjustment it has the following effect:

Article II.C.3.g.

Effect of Variance - Any variance granted according to this section, and which is not challenged on appeal shall run with the land provided that:

- (1) The variance is acted upon according to the application and subject to any conditions of approval within 365 days of the granting of the variance or final decision of appeal, whichever is later; and
- (2) The variance is recorded with the Judge of Probate.

Recommendation:

Staff is not convinced that the updated full set of plans is the best solution for protecting the tree and recommends **Denial** of a 15' front setback and 5' side setback variance for the principle structure in case BOA 24.11. However, it may be the pleasure of the BOA to decide otherwise.

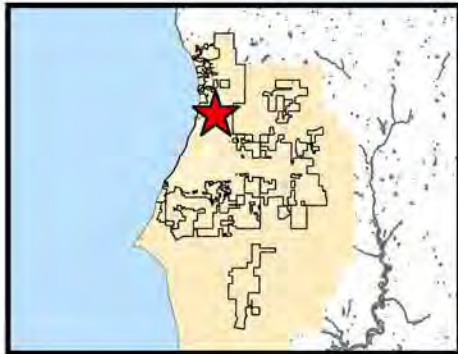
City of Fairhope

Board of Adjustments

January 23, 2025



BOA 24.19 - Protestant Episcopal Church of the Central Gulf Coast (Saint James)



Project Name:

Protestant Episcopal Church of the Central Gulf Coast (St James)

Site Data:

9.58 acres

Project Type:

To allow for alterations to an existing church

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-4 Low Density Multi-Family Residential District

PPIN Number:

1090

General Location:

Southeast of the intersection of Triangle and Veterans/Section

Surveyor of Record:

S.E. Civil, LLC

Engineer of Record:

S.E. Civil, LLC

Owner / Developer:

Protestant Episcopal Church in the Diocese of the Central Gulf Coast

School District:

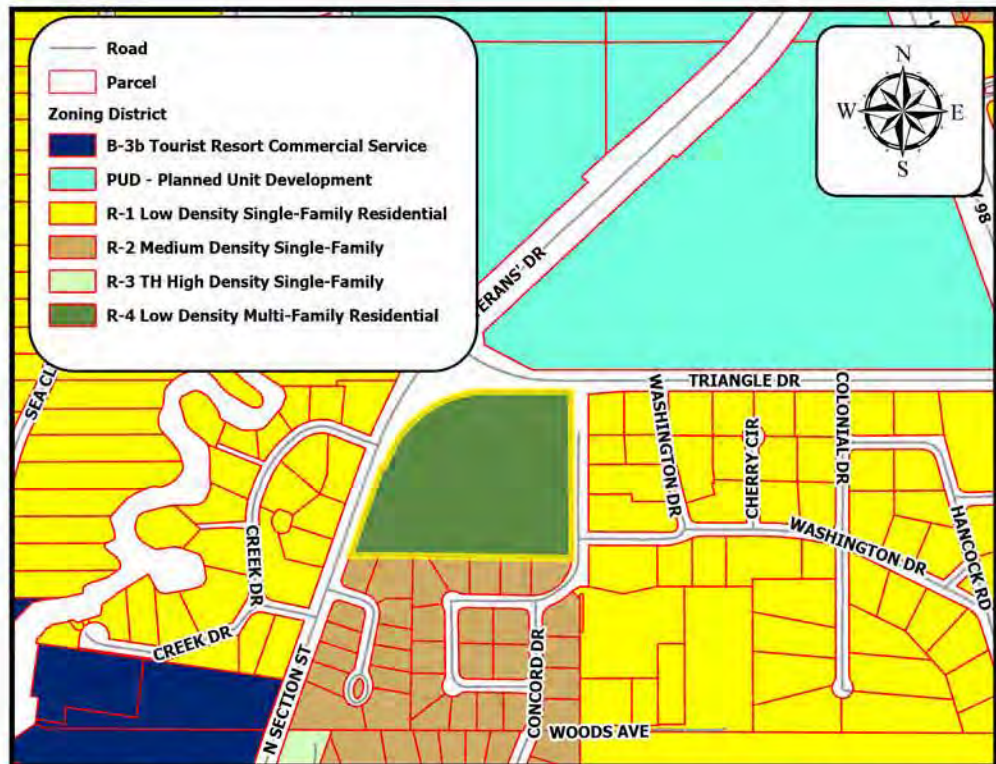
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved w/ Conditions

Prepared by:

Name : Michelle Melton



CITY OF FAIRHOPE

P.O. Box 429
Fairhope, AL 36533
(251) 928-8003



BOARD OF ADJUSTMENTS & APPEALS APPLICATION



BOARD OF ADJUSTMENTS (BOA) APPLICATION

Authority: The City of Fairhope is authorized under the Code of Alabama, 1975 to create and establish a Board of Adjustment whose duties are quasi-judicial.

Public Notice: All BOA applications are required by State Law to give notice in both the newspaper and to all real property owners with 300 feet of the proposed change. The cost of this notice is paid by the applicant. All notice charges are paid at the time of application submission.

The BOA must conduct public hearings in conjunction with all applications. At the time of the BOA meeting all interested persons will be given the opportunity to speak either pro or con for the proposal.

BOA Functions: The BOA performs several functions: 1) hear and decides appeals from a decision made by an administrative official of the City of Fairhope; 2) hear and decide on granting special exceptions as permitted in the Zoning Ordinance, and; 3) authorize on appeal in specific cases variances to the regulations established in the Zoning Ordinance.

Decision and Voting: The BOA is a 5 member Board. The Board will conduct a public hearing and consider the request of the applicant. The Board has three (3) options: 1) approve the request; 2) deny the request; table the request.

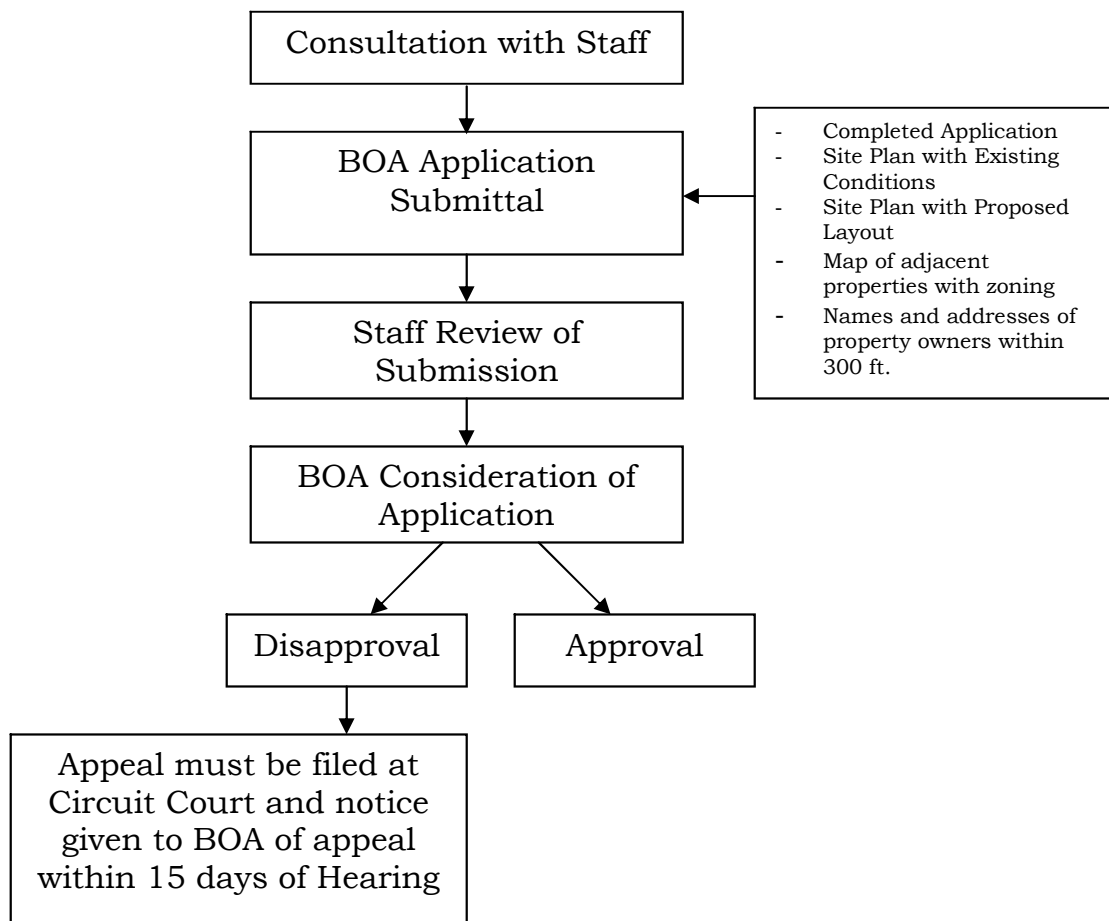
Approval of the request requires 4 of the 5 members of the BOA to vote in favor. A simple majority does not pass.

BOA Application Submission: The BOA application must be complete. An application is not considered complete unless all required documents are provided at the time of submission. An incomplete application may not be accepted by staff.

Deadlines: The City of Fairhope wishes to expedite the BOA process in the best and most effective manner possible. To that end, it is important that deadline times and dates are adhered to by the applicant (refer to the attached schedule for dates and times)



BOARD OF ADJUSTMENTS (BOA) FLOW CHART





APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: ☐ Administrative Appeal ☒ Special Exception ☐ Variance

Property Owner / Leaseholder Information			
Name:	Protestant Episcopal Church in the Diocese of the Central Gulf Coast	Phone Number:	251-928-2912
Street Address:	860 N. Section St		
City:	Fairhope	State: AL	Zip: 36532

Applicant / Agent Information			
If different from above. Notarized letter from property owner is required if an agent is used for representation.			
Name:	SE Civil, LLC	Phone Number:	251-990-6566
Street Address:	9969 Windmill Rd		
City:	Fairhope	State: AL	Zip: 36532

Site Plan with Existing Conditions Attached:	YES	NO
Site Plan with Proposed Conditions Attached:	YES	NO
Variance Request Information Complete:	YES	NO
Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached:	YES	NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Rev. Dennis F. Freeman Jr.
 Property Owner/Leaseholder Printed Name
11/6/2024
 Date

[Signature]
 Signature
 Fairhope Single Tax Corp. (If Applicable)



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- | | | |
|--------------------------------------|------------------------------------|---|
| ☐ Too Narrow | ☐ Elevation | ☐ Soil |
| ☐ Too Small | ☐ Slope | ☐ Subsurface |
| ☐ Too Shallow | ☐ Shape | ☒ Other (specify) |

Describe the indicated conditions: Appeal and subject to special conditions

How do the above indicated characteristics preclude reasonable use of your land?

Special Exception for the proposed building and parking lot expansion to the base facilities located at St. James Episcopal Church in Fairhope, AL.

What type of variance are you requesting (be as specific as possible)?

Special Exception for the proposed building and parking lot expansion to the base facilities located at St. James Episcopal Church in Fairhope, AL.

Hardship (taken from Code of Alabama 1975 Section 11-52-80):

"To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:

	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL:	\$ \$520	

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Rev. Denson F. Freeman, Jr.
Property Owner/Leaseholder Printed Name

Signature

Date

11/6/2024

Fairhope Single Tax Corp. (If Applicable)



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Board of Adjustments & Appeals applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I Colton Chapman, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Board of Adjustments & Appeals.

Colton Chapman
Signature of Applicant or Authorized Agent

11/12/24
Date of Application

Authorization Letter

To Whom it May Concern:

I, Denson F. Freeman, Jr., hereby authorize
Owner of Record

Colton Chapman of S E Civil
Authorized Agent *Company*

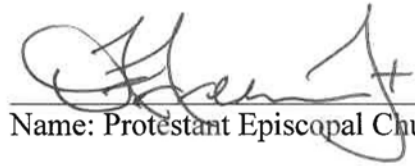
to represent me and to act on my behalf in regard to this application for

St. James Episcopal Church

Type of Application or Request

This authorization shall last for a period of six months.

Sincerely,



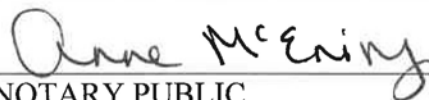
Name: Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Owner

State of AL
County of Baldwin

I, the undersigned Notary Public in and for said County in said State, hereby certify that Denson Freeman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 5 day of November, 2024.

{SEAL}


NOTARY PUBLIC
My Commission Expires: 10/23/2025

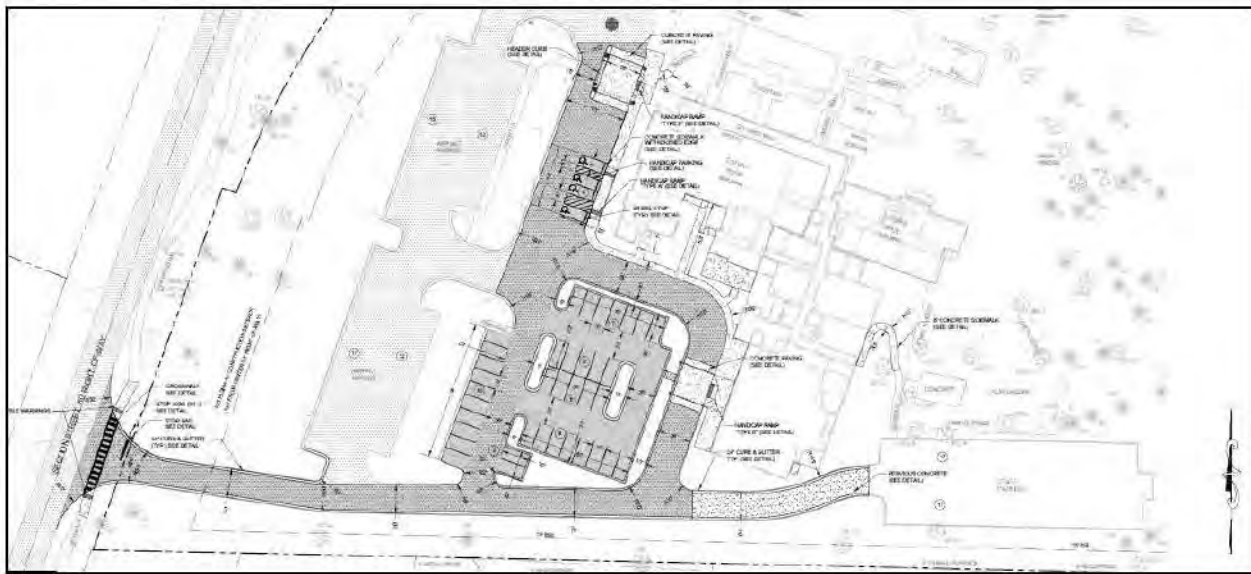
Summary of Request:

Currently, a church or *Place of Worship*, per the Zoning Ordinance, is not indicated as a use allowed by right; a use allowed subject to special conditions; nor a use allowed on appeal to the board of adjustments as defined in *Table 3-1: Use Table*. Consequently, and as set by historical precedent, the proposed use is brought to the board as a “use not provided for.”

The subject property is 9.6 acres located at 860 N. Section Street and is zoned R-4 - Low Density Multi-Family Residential District. The property is currently used by the Protestant Episcopal Church in the Diocese of the Central Gulf Coast (b/k/a St. James Episcopal Church & School). SE Civil, LLC is the authorized agent. Applicant is requesting to add parking and sidewalks; improve and/or demolish existing parking areas; and create access off N. Section Street in a two (2) phase project. A 3rd phase concerns a proposed multipurpose building that will take the place of existing parking on the site.

Some improvements are associated with expansion of school classrooms, but schools are a use allowed 'by right' for the zoning district of the Subject Property and not the subject of review under this case. This case is NOT creating connectivity to Colonial Acres via Washington Drive, Colonial Drive, nor the unopened ROW of Bon Secour Ave.

Site Plan



Comments:

The Board of Adjustments is authorized to grant relief for a use not provided for through Article II.A.4.d(4) which says the following:

d. Duties and Powers: The Board shall have the following duties and powers:

(4) Whenever, in any district established under this ordinance, a use is neither specifically permitted or denied and an application is made by a property owner to the Director of Planning and Building for use, the Director shall refer the application to the board of adjustment which shall have the authority to permit the use or deny the use. The use may be permitted if it is similar to and compatible with permitted uses in the district and in no way is in conflict with the general purpose and intent of this ordinance.

Analysis and Recommendation:

Any other application to the Board shall be reviewed under the following criteria and relief granted only upon the concurring vote of four Board members:

- (a) Compliance with the Comprehensive Plan; *Meets*
- (b) Compliance with any other approved planning document; *The property is zoned R-4; thus, the Tree and Landscape Ordinance is applicable, including Section 20.5-6 regarding removal of heritage trees. The plans include proposed removal of heritage trees that must be approved by the City Horticulturist or Tree Committee.*
- (c) Compliance with the standards, goals, and intent of this ordinance; *Meets*
- (d) The character of the surrounding property, including any pending development activity; *Meets. The improvements are well contained within the site and should not affect the character of the surrounding property.*
- (e) Adequacy of public infrastructure to support the proposed development; *Meets. Existing infrastructure on site.*
- (f) Impacts on natural resources, including existing conditions and ongoing post-development conditions; *There are proposed plans to remove heritage trees, which require permission from the City. Landscape plans were submitted. The landscape plans can be improved by adding screening of the parking area(s) from N. Section Street with the required plantings.*
- (g) Compliance with other laws and regulations of the City; *Meets.*
- (h) Compliance with other applicable laws and regulations of other jurisdictions; *Meets.*
- (i) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; *None anticipated.*
- (j) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values. *None anticipated. Connecting the Church to roads in Colonial Acres is not part of the project nor is it Applicant's intent to do so.*
- (k) Overall benefit to the community; *Meets*
- (l) Compliance with sound planning principles; *Meets*
- (m) Compliance with the terms and conditions of any zoning approval; *Meets.*
and
- (n) Any other matter relating to the health, safety, and welfare of the community. *Meets.*

Staff has reviewed the above criteria and this application meets the standard requirements for approval, which is limited to minor additions to a *Place of Worship*. Plans associated with the school addition will be further reviewed with the associated Building Permit(s).

Staff Recommendation:

Staff Recommends **Approval** of case BOA 24.19 to allow expansion to St. James Episcopal Church.

PROPOSED SITE IMPROVEMENT PLANS *for*

St. James Episcopal Church

860 N. Section Street
Fairhope, Alabama

CONTACTS

PLANNING/ZONING DEPARTMENT
CITY OF FAIRHOPE
MR. HUNTER SIMMONS
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251-928-8003

PUBLIC WORKS
CITY OF FAIRHOPE
MR. GEORGE LADD
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251-928-8003

GAS DEPARTMENT
CITY OF FAIRHOPE
MR. WES BOYETT
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251-928-8003

ELECTRICAL DEPARTMENT
CITY OF FAIRHOPE
MR. BEN PATTERSON
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251-928-8003

WATER & SEWER DEPARTMENT
CITY OF FAIRHOPE
MR. DARYL MOREFIELD
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251-928-8003

BUILDING DEPARTMENT
CITY OF FAIRHOPE
MR. ERIK CORTINAS
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251-928-8003



VICINITY MAP
1 INCH = 1 MILE

PROPERTY IS LOCATED IN THE WILLIAM PATTERSON GRANT SECTION
8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

TABLE OF CONTENTS

	COVER
	BOUNDARY & TOPOGRAPHIC SURVEY
	DEMOLITION PLAN
	GENERAL NOTES
	SITE PLAN
	GRADING & DRAINAGE PLAN
	EROSION & SEDIMENT CONTROL PLAN
	UTILITY PLAN
	STORM SEWER PROFILES
	CONSTRUCTION DETAILS
	CONSTRUCTION DETAILS
	CONSTRUCTION DETAILS
	CONSTRUCTION DETAILS
	CONSTRUCTION DETAILS
	CONSTRUCTION DETAILS
	OVERALL LANDSCAPE PLAN
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE PLAN
L-1.2	LANDSCAPE PLAN
L-1.3	LANDSCAPE PLAN
L-5.0	LANDSCAPE DETAILS

REVISIONS

REVISIONS:

NO.	DATE	APPR.	REVISION
0	11/12/24	TLS	INITIAL CITY OF FAIRHOPE SUBMITTAL



PRELIMINARY

THEIR WAY ARE RECORDED IN THE UNDERGROUND RECORDS, ENVELOPES
NIGHT-OF-WAYS, ON OTHER INSTRUMENTS WHICH COULD AFFECT THE
BOUNDARIES OF SAID PROPERTIES.

THE LATER REINFORCEMENT OF THE INTERLINE AND NIGHT-OF-WAYS OF THE
TUNNEL IN NEW YORK CITY, WHICH WAS ONLY 100 METERS FROM THE
UNLINED NIGHT-OF-WAY MENTIONED ABOVE, IS ALSO SHOWN.
SURVEY WAS CONDUCTED ON JANUARY - FEBRUARY 2004, AND IS DESCRIBED
IN AN ELECTRONIC FIELD BOOK.

THE TUNNEL DATA FROM THE HEIDEN AREA WERE "COMPROMISE" FROM AT-
LEAST TWO SOURCES, AND ARE BASED ON STATE LANE AND ALABAMA DOT
SONS USING GPS OBSERVATIONS.

ELEVATIONS SHOWN HEIDEN ARE RELATED TO MEAN SEA LEVEL, BASED ON
A 1985 DATUM.

THE TUNNEL INFORMATION SHOWN HEIDEN WAS OBTAINED BY SURVEILLANCE
FLYING THE VEHICLE ABOVE DRAGON. TUNNEL FEATURES EXAMINED WITH THE
TERRAIN-FLYING DATA WERE BY OTHERS.

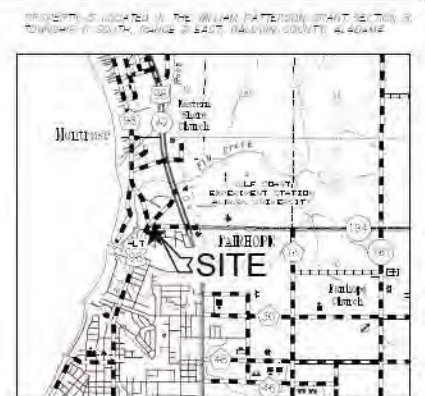
ALL DATA AND STORY BUILDING INFORMATION OF BULKWAY COVERED ARE HEIDEN
HEIDEN.

BUILDING TRACKS SHOWN HEIDEN ARE BASED ON THE CURRENT ZONING OF
THE LOW DENSITY MULTI-FAMILY IN THE CITY OF FAIRHOPE.

IT HAS BEEN DETERMINED THAT THE TUNNEL IS ASSOCIATED WITH THE DEVELOPMENT
OF THE TOWNSHIPS OF FAIRFIELD FOR SUPERVIEW IN THE STATE OF ALABAMA
EFFECTIVE JANUARY 1, 2007.

 = AIR CONDITIONER
 = HILL
 = CABLE TELEVISION RECEPTACLE
 = ELECTRIC BOX
 = ELECTRIC METER
 = FIRE HYDRANT
 = FLAG POLE
 = GATE INLET
 = SEWER VALVE
 = TELEPHONE RECEPTACLE
 = TELEPHONE MANHOLE
 = TELEPHONE JUNCTION BOX (TRANSFORMER)
 = WATER MAIN VALVE
 = GAS METER
 = GUY WIRE
 = LIGHT POLE
 = SEWER DRAINAGE MANHOLE
 = TILT MARKER
 = TULLY POLE
 = WELL
 = WATER METER
 = WATER VALVE
 = TEMPORARY BENCH MARK
 = CONCRETE MONUMENT FOUND
 = COPPER TRENCH PIPE FOUND
 = CAST IRON PIPE FOUND
 = CAST IRON RISER FOUND
 = CAST IRON SET (CAST IN PLACE)
 = LAWN MOWER
 = TREE SAPLING
 = HIBISCUS
 = MAGNOLIA TREE
 = OAK TREE
 = PINE TREE
 = POPLAR TREE
 = STREET SIGN TREE
 = BUILDING RETAIN LINE
 = BUILDING PORCH
 = NATURAL & REGION READING DISTANCE
 = ENGINEERING EQUIPMENT READING DISTANCE
 = ENGINEERING READING AND LIFTING DISTANCE
 = ENGINEERING CONCRETE PIPE
 = ENGINEERING CONCRETE PIPE
 = ENGINEERING PLASTIC PIPE
 = ENGINEERING METAL PIPE
 = PAVEMENT
 = PLOT READING AND DISTANCE
 = LAY LINE
 = LAY LINE
 = WATER OAK
 = METAL FENCE
 = CHAIN LINK FENCE
 = LANDSCAPING AREA
 = LAWN FENCE
 = LOW VOLTAGE POWER LINE
 = OVERHEAD TELEPHONE LINE
 = FIBER OPTIC LINE
 = OVERHEAD POWER LINE
 = GAS LINE
 = WATER MAIN
 = SEWER MAIN
 = RADIUS
 = ARC LENGTH
 = CHORD READING
 = CHORD LENGTH
 = TANGENT LENGTH
 = CROSS HATCHING

PROPERTY LIES IN FLOOD ZONE "X" (UNSHADED) AS SHOWN FROM FLOOD INSURANCE RATE MAP NUMBER 1700000240M, COMMUNITY RANGES 075000, PANEL 5517, 3/FF/19, MFC REVISED DATE APRIL 19, 2019.



VICINITY MAP
1 INCH = 1 MILE

[illegible]

TOGETHER WITH:

LIT. & ART. RECORDS OF COLONIAL ARMIES REUNION - PART ONE AS SHOWN BY 04-30
 THAT THERE IS RECORDED IN WAR BOOK 3, PAGE 1 (PAGE 10-A), BRIGADE RECORDS, BALOWIN COUNTY,
 GUANGXI

DESCRIPTION COMPILED FROM PRIVATE RECORDS AND A FIELD SURVEY.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.



DATE: 02-06-2024
BY: DAVID E. DIEHL
SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

PROPERTY BOUNDARY SURVEY
TOPOGRAPHIC SURVEY
SAINT JAMES EPISCOPAL CHURCH
THE PROTESTANT EPISCOPAL CHURCH IN THE
DIOCESE OF THE CENTRAL GULF COAST, INC.



S.E. Civil

Engineering & Surveying

9860 WINDMILL ROAD
FAIRBOLT, MN 56537
(251) 990-0588

DRAWN	JAF
CHKD	RDC
PROJ MGR	DED
SCALE	1" = 50'
PROJECT	20231311
FILE	20231311.DWS
SHEET	1 OF 1

Only Project: 20231311-ST_JAMES CHURCH Surveying\20231311.dwg, 2/7/2024 8:58:13 AM

DEMOLITION NOTES

- 1. OBTAIN ALL PERMITS FROM STATE AND LOCAL AUTHORITIES PRIOR TO THE DEMOLITION AND REMOVAL OF ANY STRUCTURES, TREES, PAVING, OR INFRASTRUCTURE.
- 2. ALL DEBRIS, STRUCTURES, INFRASTRUCTURE, PIPES, POLES, CABLE, PAVING, AND ANY OTHER MATERIAL SHALL BE DISPOSED OF OFF-SITE AT A PERMITTED FACILITY.
- 3. CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED FOR DRIVE ENTRANCES AND SITE WORK. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN THE CONTRACTOR'S CONTRACT WITH THE OWNER.
- 5. ON-SITE BURIAL/DISPOSAL OF CONSTRUCTION AND DEMOLITION (C&D) WASTE IS PROHIBITED. CONSTRUCTION AND DEMOLITION WASTE MEANS BUILDING MATERIALS FROM CONSTRUCTION AND DEMOLITION OPERATIONS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ASBESTOS-CONTAINING WASTE, WOOD, BRICKS, METAL, CONCRETE, WALL BOARD, PAPER, AND CARDBOARD.
- 6. INSTALL PERIMETER SEDIMENT BARRIERS AND TREE PROTECTION PRIOR TO DEMOLITION. REFER TO EROSION AND SEDIMENT CONTROL PLAN AND LANDSCAPE PLAN FOR DETAILS.
- 7. MAKE SAWCUTS AT AREAS WHERE PAVING IS TO REMAIN. CURBING SHOULD BE REMOVED TO AN EXISTING JOINT.

TREE REMOVAL LEGEND

REMOVAL X
TREE PROTECTION FENCE TP

TREE REMOVAL

TYPE	QTY
18" PINE	1
22" PINE	1
24" PINE	1
23" OAK	1
24" OAK	3
24" CREPE MYRTLE	1

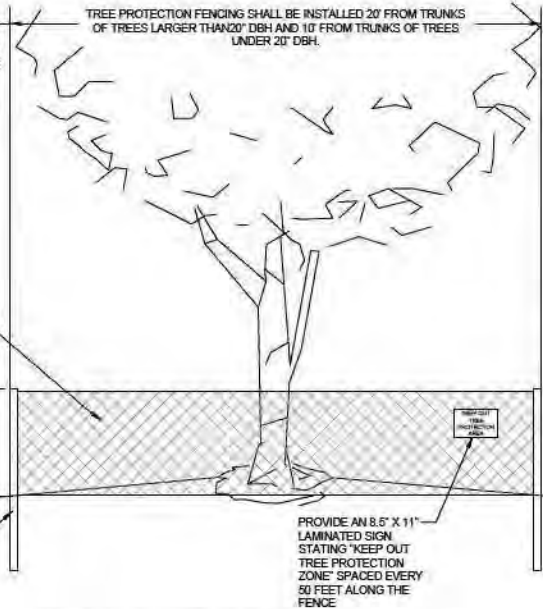
DEMOLITION LEGEND

PIPE REMOVAL
REMOVAL - ASPHALT/CONCRETE/GRAVEL
ASPHALT SAWCUT

DEMOLITION SYMBOLS

- 1 REMOVE PAVING AND BASE MATERIAL IN THE EXISTING DRIVEWAY
- 2 REMOVE LIGHT POLE AND CONDUIT BASE MATERIAL
- 3 REMOVE STRUCTURE AND ASSOCIATED PIPE

NOTE:
TREE BARRICADE SHALL BE IN PLACE AT THE OUTER EDGE OF THE DRIP LINE OF THE TREE PRIOR TO ANY LANDSCAPE DISTURBANCE.



TREE BARRICADE

SCALE: NTS



DEMOLITION PLAN

St. James Episcopal Church
Section Street
Fairhope, Alabama



JOB No. 20231311
DATE 11/12/24
DRAWN GJC
SCALE 1"=30'

SHEET
D01



Know what's below.
Call before you dig.

SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF FAIRHOPE REGULATIONS AND CODES AS WELL AS O.S.H.A. AND ALDOT STANDARDS.
2. ALL ISLANDS WITH CURB & GUTTER SHALL BE LANDSCAPED.
3. ALL CURBED OR STRIPED RADII ARE TO BE 4' UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN THE BASE BID.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED FOR SITE WORK. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
7. THE SURVEY OF EXISTING CONDITIONS IS SHOWN WITHIN THESE PLANS. ALL EXISTING CONDITIONS SHALL BE VERIFIED TO BE TRUE AND ACCURATE PRIOR TO BEGINNING WORK.
8. REFER TO THE LANDSCAPING PLANS FOR PLANTING LOCATIONS AND ISLAND DETAILS.
9. PAINTED STRIPING SHALL BE BRIGHT AND CLEAR. STRIPES SHALL BE PER PLAN AND PAINTED ON CLEAN ASPHALT OR CONCRETE.
10. CURBING SHALL BE FORMED AND POURED CONCRETE UNLESS OTHERWISE DETAILED WITHIN THE DRAWINGS. CONCRETE FOR CURBING SHALL BE 3000 PSI.
11. HANDICAP RAMPS AND PARKING STALLS SHALL BE PER ADA REQUIREMENTS AND LOCAL REGULATIONS.
12. THIS SITE IS ZONED R-4.
13. TOTAL SITE ACREAGE = ±2.58 ACRES.
14. NOTIFY CITY OF FAIRHOPE INSPECTIONS 24 HOURS BEFORE THE BEGINNING OF EVERY PHASE OF CONSTRUCTION.
15. ALL STRIPING IN R.O.W. TO BE CLASS A TYPE 2 THERMOPLASTIC.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED GOVERNMENTAL INSPECTIONS.
17. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
18. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN REQUIRED R.O.W. AND MUST BE STORED WITHIN THE SITE.
19. DURING CONSTRUCTION, ACCESS ROADWAYS CONSTRUCTED OF AN ALL WEATHER SURFACE CAPABLE OF SUPPORTING 75,000 POUNDS GROSS WEIGHT SHALL BE PROVIDED. THE WIDTH OF THE ACCESS ROADWAY, DURING CONSTRUCTION, SHALL BE 20 FT PER STANDARD FIRE PREVENTION CODE, LATEST EDITION.
20. ALL NON-HANDICAP PARKING SPACE LINES WILL BE WHITE.
21. ALL TRAFFIC CONTROL SIGNS AND MARKINGS USED ON THE SITE WILL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FHWA, LATEST EDITION. REFERENCE THE SIGN CODES CONTAINED IN THE MUTCD FOR ALL TRAFFIC CONTROL SIGNS. NOTE THE COLOR AND SIZE OF ALL PAVEMENT MARKINGS, REFERENCING DETAILS IN ALDOT'S ROADWAY AND TRAFFIC DESIGN STANDARDS WHERE APPLICABLE.
22. NO "PROTECTED TREES" WILL BE REMOVED, DESTRUCTIVELY DAMAGED, MUTILATED, RELOCATED, DISFIGURED, DESTROYED, CUT DOWN, OR EXCESSIVELY PRUNED DURING CONSTRUCTION ACTIVITIES.
23. FIRE LANES AND SIGNAGE TO MEET REQUIREMENTS OF NFPA 1 CHAPTER 18.
24. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH ALL OF THE EXISTING CONDITIONS AT THE SITE, INCLUDING UTILITIES, SURFACES, ETC. AND SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES THEY CAUSE TO NEW AND EXISTING CONSTRUCTION, PROPERTY AND ANY UNAUTHORIZED DISRUPTION TO UTILITIES ON SITE AND TO ADJACENT PROPERTIES.
25. PRIOR TO CONSTRUCTION, EXISTING UTILITIES AT PROPOSED CONNECTIONS AND CROSSINGS SHALL BE FIELD EXCAVATED TO VERIFY LOCATIONS, ELEVATION AND SIZE. NOTIFY THE ENGINEER IMMEDIATELY WITH ANY DEVIATIONS OR CONFLICTS.
26. CONTRACTOR SHALL REFER TO THE ARCH. PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
27. THE DIMENSIONS SHOWN ARE TO THE FACE OF BUILDING UNLESS OTHERWISE NOTED.
28. REFER TO STRUCTURAL PLANS FOR THE COLUMN GRID LAYOUT AND INFORMATION REQUIRED TO LAYOUT THE BUILDING WITHIN THE FOUNDATIONS.
29. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.
30. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR STAIR & RAMP DETAILS.

GRADING & DRAINAGE NOTES

1. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. SLOPES STEEPER THAN 3:1 SHALL BE COVERED WITH CURLEX BLANKETS BY AMERICAN EXCELSIOR COMPANY OR EQUAL.
3. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDINGS OR PAVEMENT SHALL RECEIVE FOUR INCHES OF TOPSOIL AND STABILIZED PER THE LANDSCAPE PLAN.
4. ALL STRUCTURES SHALL BE PRECAST CONCRETE PER ASTM C-478/C-913 AND ALDOT STANDARDS UNLESS APPROVED OTHERWISE BY THE ENGINEER.
5. STORM PIPE SHALL BE AS FOLLOWS:
RCP, CLASS III PER ALDOT SPECIFICATIONS.
HOPE, ADS N12 PIPE PER SPECIFICATIONS.
PVC, SCH. 40 PIPE PER SPECIFICATIONS.
THE TYPE OF PIPE MAY BE ALTERED IF APPROVED BY THE ENGINEER.
6. ALL CAST IN PLACE CONCRETE TO HAVE A MIN. 28 DAY COMPRESSION STRENGTH OF 3000 P.S.I.
7. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
8. THE CONTOUR INTERVAL IS ONE FOOT OR AS SHOWN.
9. THE ELEVATION OF MANHOLE/INLET TOPS ARE TO BE AT THE FINISH ELEVATION SHOWN. THE DEFINITION OF THE TYPE OF TOP IS AS LISTED:
WER INLET = THROAT; ELEVATION OF THE POINT AT WHICH WATER PASSES INTO THE BOX.
DROP INLET = GRATE; THE TOP MOST PART OF THE FRAME AND GRATE.
CATCH BASIN = THROAT; ELEVATION OF THE POINT AT WHICH WATER PASSES INTO THE BOX.
JUNCTION BOX = RIM; THE TOP MOST PART OF THE RIM AND COVER CASTING.
10. FIRM NO. 01003C0842M EFFECTIVE DATE APRIL 19, 2018, SHOWS THE PROPERTY TO BE SITUATED IN ZONE X (UNSHADED).
11. UTILITY TRENCHES SHALL BE DE-WATERED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND THE SPECIFICATIONS. APPROVED MEASURES SHALL BE TAKEN TO ENSURE THE PROPER INSTALLATION OF THE PIPING SYSTEM. THE CONTRACTOR SHALL HOLD THE OWNER AND ENGINEER HARMLESS FOR ADDITIONAL COSTS FOR DE-WATERING AND BACKFILL LABOR & MATERIALS.
12. THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER RECORD DRAWINGS OF AS-BUILT CONDITIONS FOR THE DEVELOPMENT OF THE SITE.
13. ALL STRUCTURAL FILL AREAS TO BE CONSTRUCTED UNDER THE DIRECTION OF A SOILS ENGINEER.
14. GRADES NOT OTHERWISE INDICATED ON THE PLANS SHALL BE UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN. ABRUPT CHANGES IN SLOPE SHALL BE WELL ROUNDED. ELEVATIONS REPRESENT FINAL GRADE.
15. ALL SILT BARRIERS SHALL BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL THE TREE PROTECTION, SAVE AREAS, SILT BARRIER INSTALLATION AND DETENTION FACILITIES ARE CONSTRUCTED.
16. THE LAND DISTURBANCE PERMIT MUST BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.
17. ALL O.S.H.A. CONSTRUCTION REQUIREMENTS SHALL BE STRICTLY ADHERED TO.
18. PIPE LENGTHS SHOWN ARE LINEAR DISTANCES BETWEEN CENTER TO CENTER OF STRUCTURES. THE CONTRACTOR SHALL DETERMINE THE QUANTITY OF PIPE NEEDED FOR THE JOB, BASED ON SLOPE LENGTH AND WHOLE STANDARD PIPE SECTIONS.
19. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER TRAFFIC CONTROL FOR PUBLIC SAFETY ADJACENT TO THE CONSTRUCTION SITE.
20. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES IN CONFORMITY WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
21. MAXIMUM CUT OR FILL SLOPE IS 3H:1V
22. CONTRACTOR TO CLEAN OUT ACCUMULATED SILT IN THE STORM SYSTEM AT THE END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
23. SITE SHALL BE GRADED TO ASSURE DRAINAGE OF SURFACE WATER AWAY FROM THE BUILDING PAD.
24. REFER TO THE GEOTECHNICAL REPORT FOR PREPARATION OF THE SUBGRADE
25. TEMPORARY SEDIMENT BASIN FEATURES ARE TO BE CONSTRUCTED AND FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING.
26. ALL ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.
27. CONTRACTOR SHALL PROVIDE A SURVEYED AS-BUILT OF THE OUTLET CONTROL STRUCTURE AND STORM SYSTEM.
28. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT OF WAY.

EROSION CONTROL NOTES

1. THE EXISTING SITE IS DEVELOPED.
2. CONTACT LARRY SMITH, PE 251-990-8506.
3. AREA TO BE DISTURBED = 1.15 ACRES
4. ALL VEGETATION SHALL BE PLANTED AND MAINTAINED PER THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS (ALABAMA HANDBOOK).
5. ALL EROSION CONTROL MEASURES SHALL BE PER THE DIRECTION OF THE ENGINEER, SOIL AND WATER CONSERVATION COMMITTEE OFFICER, AND THE FEDERAL E.P.A. GUIDELINES FOR THE NPDES PROGRAM.
6. ABSOLUTELY NO SEDIMENT SHALL BE PERMITTED TO LEAVE THE SITE DURING CONSTRUCTION. IF HEAVY RAINS OR UNUSUAL SITE CONDITIONS RESULT IN THE POLLUTION OF ROADWAYS OR ADJACENT PARCELS THEN THE GRADING CONTRACTOR SHALL CLEAN THE DISTURBED AREAS IMMEDIATELY AND RESTORE THE AREAS TO THE ORIGINAL CONDITION WITHIN 24 HOURS.
7. ALL DISTURBED AREAS SHALL BE TEMPORARILY AND PERMANENTLY SEEDED WITH "SOUTH" TYPE SEEDINGS PER THE ALABAMA HANDBOOK.
8. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE GOVERNING OFFICIALS. IT IS THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO BE INTIMATE WITH THE LOCAL EROSION CONTROL LAWS AND TO REFLECT THIS KNOWLEDGE IN HIS/HER ACTIONS AND QUOTATIONS.
9. REFERENCE THE CONSTRUCTION SEQUENCE FOR THE RELATIONSHIP BETWEEN THE INSTALLATION OF EROSION CONTROL FEATURES AND GENERAL CONSTRUCTION.
10. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
11. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND ANY DEFICIENCIES NOTED WILL BE CORRECTED BY THE END OF EACH DAY. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY AFTER ON-SITE INSPECTION BY THE GOVERNING OFFICIAL OR ENGINEER OF RECORD.
12. ALL SILT BARRIERS SHALL BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL THE SEDIMENT BARRIERS HAVE BEEN CONSTRUCTED.
13. CONTRACTOR SHALL REMOVE EROSION CONTROL DEVICES AFTER PERMANENT GRASSING IS IN PLACE AND ESTABLISHED.
14. THE CONSTRUCTION EXIT PAD SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE OR SITE ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
15. DISTURBED AREAS LEFT IDLE FOR TEN DAYS OR LONGER ARE TO BE SEEDED AND MULCHED.
16. SEDIMENT / EROSION CONTROL DEVICES MUST BE CHECKED AFTER EACH STORM EVENT. EACH DEVICE IS TO BE REPLACED IF SEDIMENT ACCUMULATION HAS REACHED 1/3 OF THE CAPACITY OF THE DEVICE.
17. MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE OWNER'S CONTRACTOR.
18. THE CONTRACTOR SHALL PREVENT THE LOSS OF SEDIMENT DUE TO WIND VIA WATERING DRY SOILS. CAUTION SHOULD BE TAKEN TO ENSURE THAT THE SITE IS NOT OVER WATERED.
19. THE SITE IS TO BE CLEARED AND GRADED AS TO MINIMIZE THE AMOUNT OF SOIL EXPOSED AT ONE TIME.
20. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
21. CONTRACTOR IS RESPONSIBLE FOR MONITORING DOWNSTREAM CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND CLEARING ANY DEBRIS AND SEDIMENT CAUSED BY CONSTRUCTION.
22. BMP'S SHALL BE INSTALLED AS PER THE ALABAMA HANDBOOK STANDARDS.
23. BMP'S SHALL BE INSTALLED WITH MINIMAL CLEARING ACTIVITY.
24. REFER TO THE LANDSCAPE PLANS FOR FINAL STABILIZATION MEASURES.
25. ALL CUT AND FILL SLOPES MUST BE SURFACE ROUGHENED AND VEGETATED WITHIN 7 DAYS OF THEIR CONSTRUCTION.
26. ALL FILL SLOPES HAVE SILT FENCE AT THE TOE OF SLOPES.
27. EXISTING TREES, TO BE SAVED, SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES. CARE SHALL BE TAKEN IN ALL GRADING ACTIVITIES TO REMAIN OUTSIDE THE DRIP LINES OF EXISTING TREES. ALL TREE PROTECTION FENCING TO BE INSPECTED DAILY AND REPLACED OR REPAIRED AS NEEDED.
28. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING.
29. CONTRACTOR TO CLEAN OUT ACCUMULATED SEDIMENT IN THE STORM SYSTEM AT THE END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
30. SEDIMENT STORAGE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FULL VOLUME.
31. ALL SLOPES STEEPER THAN 3H:1V MUST BE MATTED AND STAKED WITH AMERICAN EXCELSIOR JUTE MAT.

CONSTRUCTION SEQUENCE - PHASE 1

1. INSTALL TREE PROTECTION FENCING PER TREE PROTECTION ORDINANCE.
2. REMOVE VEGETATION ONLY IN AREAS OF THE PERIMETER SEDIMENT BARRIERS AND CONSTRUCTION EXIT.
3. INSTALL THE CONSTRUCTION EXIT PER DETAILS.
4. INSTALL PERIMETER SEDIMENT BARRIERS PER DETAILS.
5. REQUEST BMP & TREE PROTECTION INSPECTION PRIOR TO CLEARING.
6. ONCE INSPECTION IS COMPLETE AND APPROVED, CLEARING & SITE WORK CAN BEGIN (PHASE 2).

CONSTRUCTION SEQUENCE - PHASE 2

1. PERFORM CLEARING & ROUGH GRADING ON THE LOT AND ESTABLISH COVER ON AREAS WHEN BROUGHT TO GRADE.
2. INSTALL STORM SYSTEM AND UTILITIES.
3. CONSTRUCT BUILDING AND INSTALL CURBING AND STONE BASE.
4. ESTABLISH VEGETATION ON AREAS NOT IMPACTED BY BUILDINGS & PAVING OPERATIONS.

CONSTRUCTION SEQUENCE - PHASE 3

1. INSTALL PAVING AND FINAL LANDSCAPING.
2. CALL FOR AN INSPECTION FROM THE QCP.
3. ONCE THE QCP HAS CERTIFIED THAT ALL AREAS ARE STABILIZED, REMOVE BMP'S AND TREE PROTECTION.
4. STABILIZE ANY AREAS DISTURBED BY BMP AND TREE PROTECTION REMOVAL.

USDA SOIL SURVEY CLASSIFICATIONS

EUB - WADLEY LOAMY FINE SAND, 0 TO 5 PERCENT SLOPES
EUD - WADLEY-HEDEL, COMPLEX FINE SAND, 5 TO 15 PERCENT SLOPES
LUC - LAKELAND LOAMY FINE SAND, 5 TO 8 PERCENT SLOPES
OD2 - ORANGEBURG FINE SANDY LOAM, 8 TO 12 PERCENT SLOPES, ERODED
RUB - RUSTON FINE SANDY LOAM, 2 TO 5 PERCENT SLOPES

UTILITY NOTES

1. THE PROPOSED WATER SERVICE SHALL BE INSTALLED BY A LICENSED PLUMBING CONTRACTOR AND CERTIFIED TO BE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS OF FAIRHOPE PUBLIC UTILITIES (FPU) PRIOR TO COMPLETION OF THE PROJECT. ALL PIPING, VALVES, FITTINGS AND DEVICES SHALL BE IN ACCORDANCE WITH FPU SPECIFICATIONS.
2. ALL NEW UTILITY SERVICES SHALL BE INSTALLED PER THE SPECIFICATIONS, DETAILS, AND REQUIREMENTS OF FPU AND OTHER UTILITY PROVIDERS. THE CONTRACTOR SHALL BE INTIMATE WITH THE LOCAL CODES AND REQUIREMENTS AND SHALL BE RESPONSIBLE FOR THE COMPLIANCE OF ALL SYSTEMS WITH THESE CODES.
3. THE SANITARY SEWER LINE SHALL BE TESTED FOR INFILTRATION/EXFILTRATION IN ACCORDANCE WITH FPU STANDARDS & SPECIFICATIONS.
4. CONTRACTOR TO PROVIDE SURVEYED AS-BUILT OF WATER AND SEWER SYSTEMS AS INSTALLED PRIOR TO REQUESTING A PUNCH LIST.
5. ALL PVC PIPE SHALL BE MARKED USING DETECTABLE UNDERGROUND UTILITY MARKER TAPE. TAPE SHALL BE A MINIMUM OF 5 MILS THICK AND 3 INCHES IN WIDTH. MINIMUM TENSILE STRENGTH SHALL BE 35 POUNDS AND TAPE SHALL ELONGATE NOT LESS THAN 80 PERCENT BEFORE BREAKING. TAPE SHALL BE PERMANENTLY IMPRINTED WITH AN APPROPRIATE LEGEND TO IDENTIFY THE CONTENTS OF THE PIPE.
6. ALL PVC PIPE INSTALLATIONS REQUIRE THAT METALIZED MARKER TAPE BE BURIED IN THE BACKFILL APPROXIMATELY 12 INCHES ABOVE THE PIPE. THE TAPE SHALL BE ATTACHED TO FITTINGS, VALVES, HYDRANTS, ETC. TO PROVIDE A LOCATION ABOVE GROUND TO TRANSMIT THE SIGNAL TO THE TAPE WITHOUT HAVING TO DIG DOWN TO THE PIPE.
7. THRUST BLOCKING AND PIPE RESTRAINTS SHALL BE INSTALLED AND SIZED IN ACCORDANCE WITH NFPA-24. THESE RESTRAINTS SHALL BE APPROVED BY THE ENGINEER AND FPU PRIOR TO BACKFILLING AND TESTING.
8. WATER MAINS UNDER 4" SHALL CONFORM TO THE REQUIREMENTS OF ASTM D2241. PIPE SHALL HAVE A MINIMUM PRESSURE RATINGS OF 200 PSI, SDR 21 OR HEAVIER. WATER MAINS 4"-12" SHALL CONFORM TO THE REQUIREMENTS OF AWWA C900, SDR 18 OR HEAVIER.
9. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
10. ALL O.S.H.A. CONSTRUCTION REQUIREMENTS SHALL BE STRICTLY ADHERED TO.
11. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER TRAFFIC CONTROL FOR PUBLIC SAFETY ADJACENT TO THE CONSTRUCTION SITE.
12. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES IN CONFORMITY WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
13. THE GAS SERVICE SHALL BE INSTALLED TO THE METER BY THE LOCAL GAS UTILITY. REFER TO THE MECHANICAL/PLUMBING PLANS FOR THE METER LOCATION.
14. THE CONTRACTOR WILL PROVIDE AND INSTALL ALL SECONDARY WIRING AND CONDUIT FROM THE PAD MOUNTED TRANSFORMER TO THE LOCATION OF THE METERS.
15. THE PROPOSED WATER MAIN SHALL BE PRESSURE TESTED, CLEANED, AND DISINFECTED WITH THE NEW PIPING SYSTEM TO THE MAIN SYSTEM. WATER MAINS TO BE INSTALLED AND TESTED PER AWWA STANDARDS. LEAKAGE TEST PERFORMED AT 200PSI FOR MINIMUM OF 2 HOURS.

REVISION	DATE



GENERAL NOTES

St. James Episcopal Church
Scenic Street
Fairhope, Alabama



JOB No. 20131311	DATE 11/12/24
DRAWN CHC	SCALE N.T.S.
SHEET C01	





REVISION

DATE



GRADING & DRAINAGE PLAN

St. James Episcopal Church
Section Street
Fairhope, Alabama



JOB No. 20231311 DATE 11/12/24

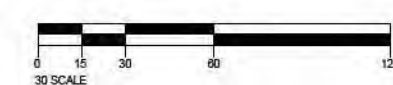
DRAWN CHC SCALE 1"=30'

SHEET

C03

GRADING & DRAINAGE PLAN LEGEND

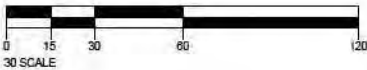
EXISTING	PROPOSED
	STORM SEWER PIPING
	JUNCTION BOX (JB)
	DROP INLET (DI)
	WEIR INLET (WI)
	TYPE "S" 1-WING INLET (SWCB)
	TYPE "S" 2-WING INLET (DWCB)
	MITERED END SECTION (MES)
	CONTOURS
	SPOT ELEVATION





EROSION CONTROL PRACTICES

CODE	PRACTICE
CEP	CONSTRUCTION EXIT PAD
SB	SEDIMENT BARRIER
FIP	FABRIC DROP INLET PROTECTION
MU	MULCHING
TS	TEMPORARY SEEDING
PS	PERMANENT SEEDING
CIP	CURB INLET PROTECTION
W	WATTLE



REVISION	DATE



EROSION & SEDIMENT CONTROL PLAN

St. James Episcopal Church
Section Street
Fairhope, Alabama



JOB No. 20231311	DATE 11/12/24
DRAWN CHC	SCALE 1"=30'
SHEET C04	



UTILITY PLAN LEGEND			
EXISTING		PROPOSED	
	GAS		GAS
	WATER		WATER
	OVERHEAD POWER		OVERHEAD POWER
	UNDERGROUND ELECTRIC		UNDERGROUND ELECTRIC
	SANITARY SEWER FORCE MAIN		SANITARY SEWER FORCE MAIN
	THRUST BLOCK		THRUST BLOCK
	FIRE HYDRANT ASSEMBLY		FIRE HYDRANT ASSEMBLY
	GRINDER PUMP		GRINDER PUMP
	POST INDICATOR VALVE		POST INDICATOR VALVE
	VALVE		VALVE
	WATER METER		WATER METER
	CLEAN OUT		CLEAN OUT
	REMOTE FDC		REMOTE FDC



REVISION	DATE



UTILITY PLAN

St. James Episcopal Church
Section Street
Fairhope, Alabama



JOB No. 20231311	DATE 11/12/24
DRAWN CHC	SCALE 1"=30'

SHEET
C05

CITY OF FAIRHOPE LANDSCAPE REQUIREMENTS:
PERIMETER REQUIREMENTS:
Road Frontage Feet = 1180.4/30' = 39 Trees in First 25' regardless of tree credits.
Remaining Perimeter Feet = 1468.7/30' = 49 Trees
Parking Requirements (1 Tree/12 Spaces) = 132 Spaces/12 = 11 Trees

Total Existing Tree Credits = 49 Frontage & +/-5 Acres Heavily Wooded for Perimeter & 13 for Parking.

Total Trees Required = 0 Frontage (Overstory) & 0 Perimeter/parking lot Trees (At Least 50% Overstory)

EXISTING TREE CREDIT TABLE

FRONTAGE TREES TO REMAIN:

#1-22" Pine	/8 = 2
#2-28" Pine	/8 = 3
#3-22" Pine	/8 = 2
#4-26" Oak	/8 = 3
#5-24" Pine	/8 = 3
#6-20" Oak	/8 = 2
#7-18" Pine	/8 = 2
#8-20" Pine	/8 = 2
#9-24" Pine	/8 = 3
#10-18" Pine	/8 = 2
#11-20" Pine	/8 = 2
#12-18" Pine	/8 = 2
#13-18" Pine	/8 = 2
#14-24" Pine	/8 = 3
#15-18" Oak	/8 = 2
#16-18" Pine	/8 = 2
#17-18" Oak	/8 = 2
#18-18" Oak	/8 = 2
#19-18" Pine	/8 = 2
#20-18" Pine	/8 = 2
#21-20" Pine	/8 = 2
#22-20" Pine	/8 = 2

Total Frontage Tree Credits = 49

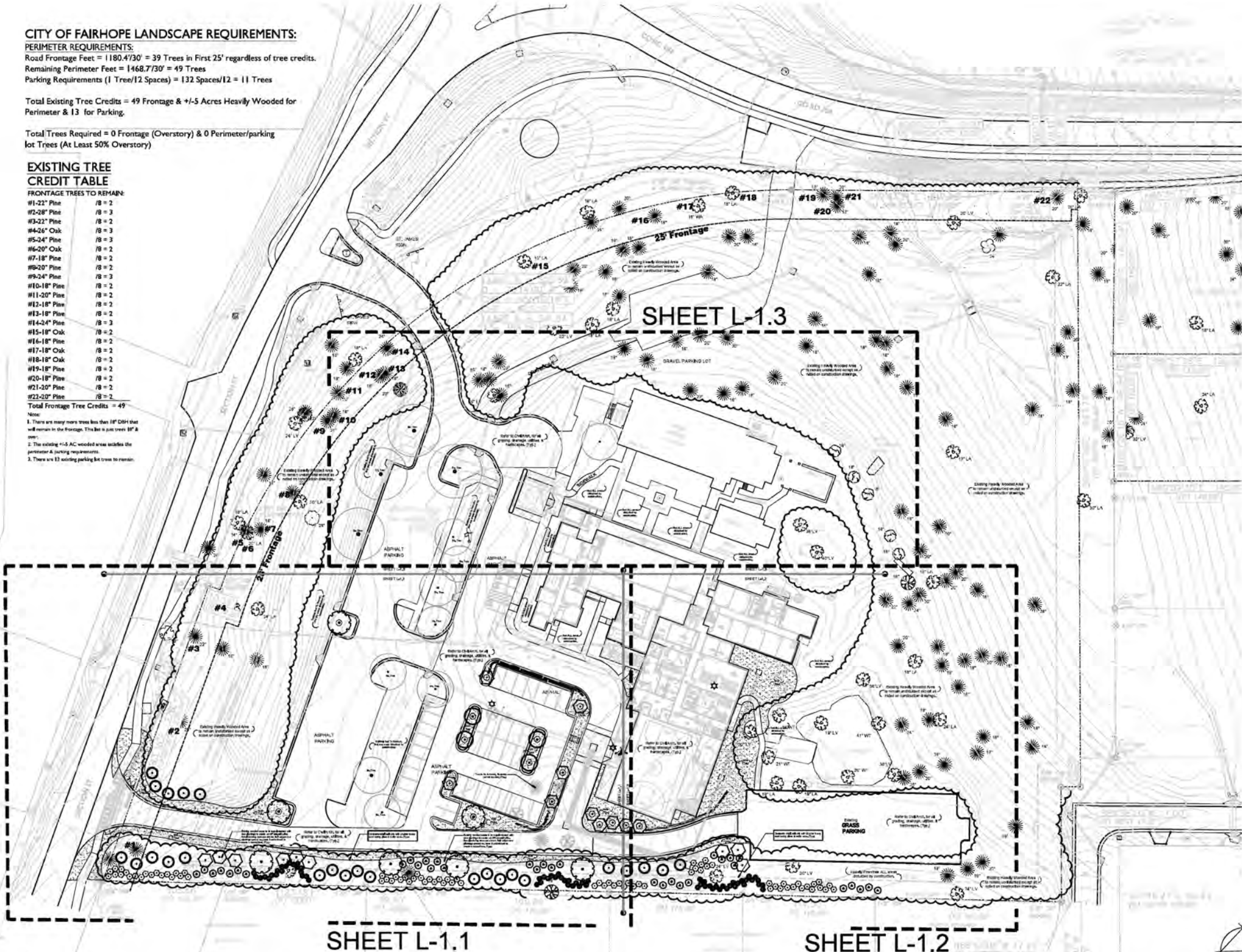
Notes:

1. There are many more trees than 18" DBH that will remain in the Frontage. This list is just trees 18" & over.

2. The existing +/-5 AC wooded area satisfies the perimeter & parking requirements.

3. There are 13 existing parking lot trees to remain.

NOTES:
1. BASE SURVEY PROVIDED BY SE CIVIL ENGINEERING & SURVEYING.
2. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
3. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
4. PLANT COUNTS ARE FOR CONVENIENCE ONLY. FIELD VERIFY ACCORDINGLY.
5. CONTRACTOR IS RESPONSIBLE FOR ENSURING PROPER DRAINAGE.
6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAWINGS OR FIELD CONDITIONS.
8. REFER TO ARCH / CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE & HARDSCAPE.



Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533
P: 251-454-3500
espalierdesign.com

Copyright: This drawing and its contents are the property of Espalier, LLC and may not be copied or used in any way without written permission from Espalier.

ST. JAMES EPISCOPAL

860 North Section St.
Fairhope, AL



ISSUED/REVISED

50% DD Pricing 10/25/24
Revised 11/12/24

OVERALL LANDSCAPE PLAN

DESIGNED BY JC	FILE NAME BAUPLA
DRAWN BY JC	SHEET L-1.0
PROJECT NO. 2219	DATE 12/1/22

DRAINAGE NARRATIVE AND CALCULATIONS

ST. JAMES EPISCOPAL

PROJECT NUMBER: 20231311

November 12, 2024

Prepared By:



Table of Contents

General Information	1
Drainage Conditions	1
Hydraulic Analysis	1
Summary of Results	2
Appendix A	3
Vicinity & Drainage Maps	
Appendix B	4
HydroCAD Report	
Appendix C	5
Modified Rational Calculations	

GENERAL INFORMATION

St James Episcopal Church is proposing to add a new Multipurpose Building to its Campus on Section Street in Fairhope, Alabama. The project will include the removal of an existing parking area to make room for the new building and drive isles. A new parking area will be built to accommodate the required parking. The improvements will add 0.40 acres of impervious surface; therefore detention will be required to mitigate the increase in stormwater. The existing site contains a total of 9.58 acres. The existing impervious area is 2.25 acres. The proposed site will contain 2.65 acres of impervious area.

DRAINAGE CONDITIONS

The property is high in the southeastern corner and generally flows towards the north and west. Run-off from the site primarily discharges into culverts that go underneath 104. We are proposing to utilize oversized storm pipes to store the increased run-off. A junction box with a discharge orifice and an emergency overflow weir will be installed immediately downstream of the oversized storm pipes to reduce the rate of run-off to below the existing rate. Run-off from around the proposed building will be captured by inlets and roof drains and piped to the oversized storm pipes for detention. The drainage patterns of the remainder of the site will not be modified.

HYDRAULIC ANALYSIS

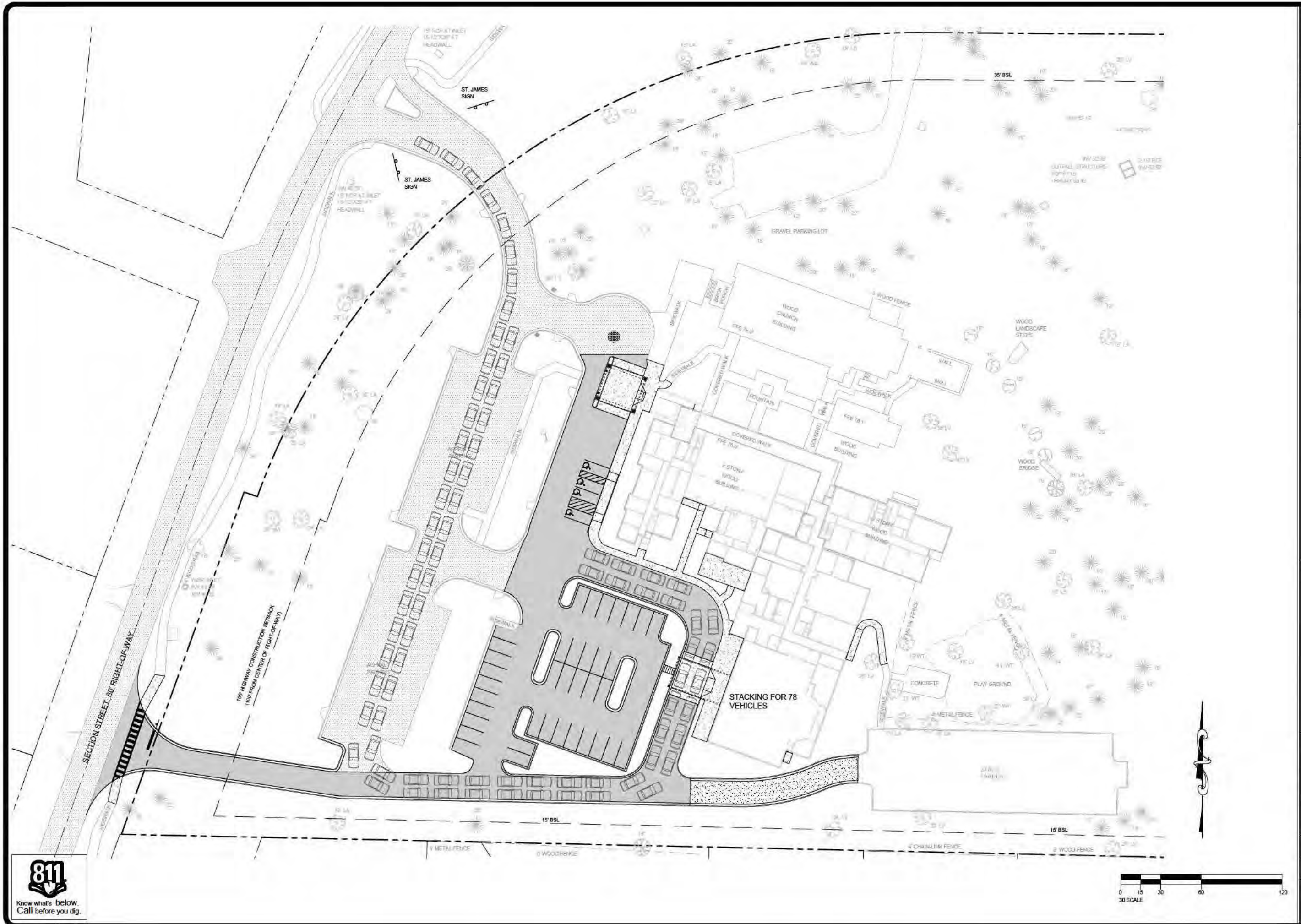
Field verified elevations were used to determine the drainage basin area.

The Modified Rational Method was used to develop the detention calculations for the project. NOAA has published intensity curves specific to this area and the 2, 5, 10, 25, 50 and 100-year, were utilized in the drainage calculations for this site. The existing GIS contours along with field verified elevations for the area are used to determine the size of the drainage basin.

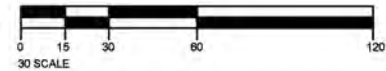
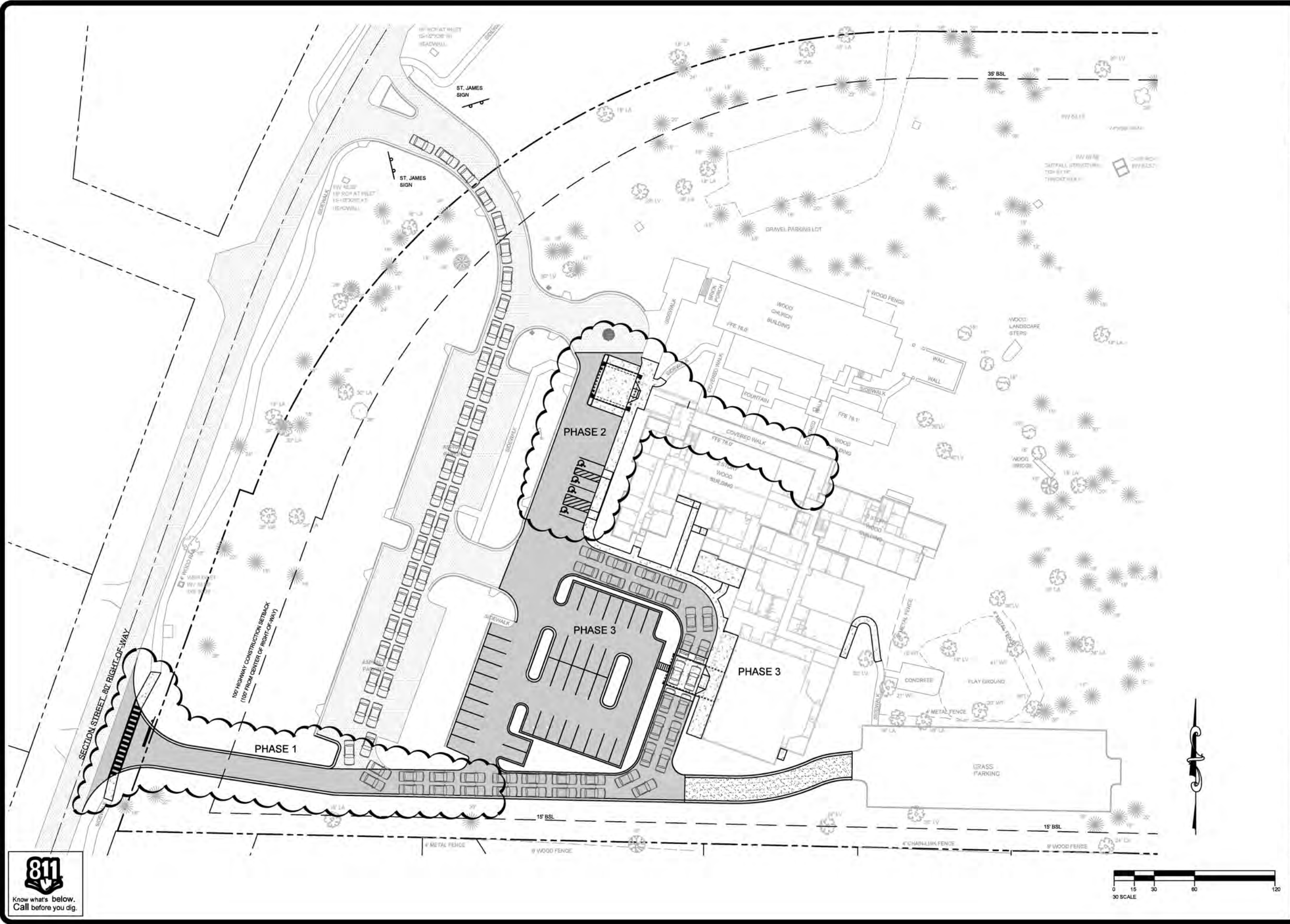
Once the critical durations were determined for each storm event, we utilized HydroCAD to model the ponds to determine the post development rates of run-off.

SUMMARY OF RESULTS

Analysis determined that the proposed detention pond is adequate to effectively handle and store the peak post-development flows observed during the two, five, ten, twenty-five, fifty, and one-hundred-year return events. Please see HydroCad summary in *Appendix B* showing the pre-developed flow rates and post-developed flow rates for the 2, 5, 10, 25, 50 & 100-year storm events and the associated high-water elevations.



 S.E. Civil Engineering & Surveying 9909 Windmill Road Fairfax, VA 22031 703-261-8800	
VEHICLE STACKING EXHIBIT	
St. James Episcopal Church Section Street Fairhope, Alabama	
	
JOB No. 20231311	DATE 11/12/24
DRAWN CHC	SCALE 1"=30'
SHEET EX1	



REVISION	
DATE	
S.E. Civil Engineering & Surveying 9909 Windmill Road Fairhope, AL 36532 251-964-6566	
PHASING EXHIBIT	
St. James Episcopal Church Section Street Fairhope, Alabama	
JOB No. 20231311	DATE 11/12/24
DRAWN CHC	SCALE 1"=30'
SHEET EX2	

From: [K.Haywood](#)
To: [Cindy Beaudreau](#)
Subject: Case BOA 24.14
Date: Sunday, December 8, 2024 3:02:28 PM



Please distribute to other members of the Planning and Zoning Board

December 6th, 2024

Dear Planning & Board of Adjustments,

I'm writing in response to the letter sent to residents on December 2nd, 2024 re: case BOA 24.19 – Use Not Provided For re: PPIN#1090 – S.E. Civil, LLC on behalf of Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast requiring response by noon Friday, December 6, 2024 despite the statement that the information will be posted after stated response time ends. Therefore, I'm requesting:

- 1) That the Board of Adjustments DELAY hearing case BOA 24.19 until our neighborhood and each resident has sufficient time to review the staff reports & case.
- 2) That the response time be extended to sufficiently allow residents responses to staff reports & after all information pertaining to the Case has been made public.
- 3) That the city, planning, &/or board of adjustments revise their process of notifying residents to a timeline that allows for sufficient responses after all information has been made public.
- 4) Written response to requests 1, 2, & 3 above.

I hereby reserve all legal rights to case BOA 24.19 USE NOT PROVIDED FOR – PPIN# 1090 – SE Civil, LLC on behalf of Owner, Protestant Episcopal Church in the DDIOCESE of the Central Gulf Coast.

Please accept this notice as opposing & objecting to any application now or in the future to connect any church access to our colonial acres neighborhood via Washington Drive , Concord Drive, or any other access point into our neighborhood.

Respectfully,

Karen Haywood
660 Washington Drive
Fairhope, AL 36532
(251) 786-1561
Rkhaywood@gmail.com

Sent from my iPhone

From: [Latimore, Michael](#)
To: [planning](#)
Subject: Protestant Episcopal Church notice
Date: Friday, December 6, 2024 10:27:45 AM



Good morning,

This email is regarding the proposed Special Exception request letter we received yesterday. The letter says we need to submit a comment by noon today regarding proposed changes. Those proposed changes are not published yet, so I am not sure what to comment on. I am assuming the change deals with expanding the school and car access to the church, and a potential that there will be a new driveway from the church to Washington Dr.

We love having the church as a neighbor, and a great institution in Fairhope. However, this potential material disruption to our neighborhood is highly concerning. As we had the church's survey people in our yard doing survey work without our permission (including parking in the yard and leaving tire tracks), we are concerned that the proposed zoning changes would lead to a new church driveway dumping onto Washington Dr.

Driveway access to the church via Washington Dr would greatly disrupt Colonial Acres, one of the original subdivisions in Fairhope. Such access would greatly increase traffic, endangering the lives of children who routinely play among houses in the neighborhood. Traffic would also increase along Bon Secour Road, which has many young kids in that neighborhood. Furthermore, pedestrians constantly use the peaceful neighborhoods for long walks and jogs. A church access point would also diminish this value.

If the church needs more access points, this should be off Section Street, which is already the church's main ingress/egress. That road is also accustomed to the traffic volume entering and exiting Fairhope.

Best Regards,
Mike Latimore
510 Washington Dr., Fairhope
404-386-0850

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www.northlandsecurities.com [\[northlandsecurities.com\]](#)

From: [kristen latimore](#)
To: [planning](#)
Subject: Protestant Episcopal Church notice
Date: Friday, December 6, 2024 10:41:08 AM



Good morning,

This email is regarding the proposed Special Exception request letter we received yesterday. The letter says we need to submit a comment by noon today regarding proposed changes. Those proposed changes are not published yet, so I am not sure what to comment on. I am assuming the change deals with expanding the school and car access to the church, and a potential that there will be a new driveway from the church to Washington Dr.

We love having the church as a neighbor, and a great institution in Fairhope. However, this potential material disruption to our neighborhood is highly concerning. As we had the church's survey people in our yard doing survey work without our permission (including parking in the yard and leaving tire tracks), we are concerned that the proposed zoning changes would lead to a new church driveway dumping onto Washington Dr.

Driveway access to the church via Washington Dr would greatly disrupt Colonial Acres, one of the original subdivisions in Fairhope. Such access would greatly increase traffic, endangering the lives of children who routinely play among houses in the neighborhood. Traffic would also increase along Bon Secour Road, which has many young kids in that neighborhood. Furthermore, pedestrians constantly use the peaceful neighborhoods for long walks and jogs. A church access point would also diminish this value.

If the church needs more access points, this should be off Section Street, which is already the church's main ingress/egress. That road is also accustomed to the traffic volume entering and exiting Fairhope.

Best Regards,
Kristen Latimore
510 Washington Dr., Fairhope
404-593-8308

Sent from my iPhone

From: nick.lindholm@gmail.com
To: [Cindy Beaudreau](#)
Cc: [Michelle Melton](#)
Subject: RE: RESPONSE TO CASE BOA 24.19 : USE NOT PROVIDER FOR - PPIN#: 1090 - S.E. Civil, LLC on behalf Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast
Date: Sunday, December 8, 2024 5:35:43 PM
Attachments: [Church Sketch.heic](#)



Dear Ms. Beaudreau,

Thank you for confirming receipt of my email/letter on December 6th, 2024.

Subsequent to sending the letter, I've come into possession of a sketch, attached herewith as "Church Sketch.heic" and distributed by the Protestant Episcopal Church in the Diocese of the Central Gulf Coast to members of the congregation on or about December 8th, 2024, which was not distributed to residents by the city prior to the submission deadline of noon, December 6th, 2024. Therefore, as previously requested in my prior letter – please accept the following letter below, comments & requests in addition to all prior requests.

Respectfully,
Nick Lindholm
558 Washington Drive
Fairhope, AL 36532
(251) 581-1338
Nick.Lindholm@gmail.com

December 8th, 2024

Dear Planning & Board of Adjustments,

I'm further writing in response to the letter sent to residents on December 2nd, 2024 re: case BOA 24.19 – Use Not Provided For re: PPIN#1090 – S.E. Civil, LLC on behalf of Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast and a subsequent sketch distributed by the Protestant Episcopal Church in the Diocese of the Central Gulf Coast to members of the congregation on or about December 8th, 2024, which was not distributed to residents by the city prior to the submission deadline of noon, December 6th, 2024.

Therefore, I'm amending my requests as follows:

1. That the Board of Adjustments DELAY hearing case BOA 24.19 until our neighborhood and each resident has sufficient time to review the staff reports & case.
2. That the response time be extended to sufficiently allow residents responses to staff reports & after all information pertaining to the Case has been made public.
3. That the city, planning, &/or board of adjustments revise their process of notifying

residents to a timeline that allows for sufficient responses after all information has been made public.

4. That the applicant provide visual renderings & plans for all proposed modifications with a sufficient timeline for residents to review and comment prior to a BOA hearing & approval.
5. That the city request traffic studies for the additional driveway/s, and that the study be distributed to residents, and that residents may provide comment prior to a BOA hearing & approval.
6. That drainage study & assessments be made for the property prior to a BOA hearing & approval.. There appears to be a pond located adjacent to 104 & colonial acres within the sketch. This item is particularly concerning as drainage runs through these parcels and through our neighborhood on many of our properties and up to the city pool & baseball fields on highway 98. I can testify & likely provide video to the fact that this drainage is critical in events similar to Hurricane Sally as well as strong storms. In fact, an event prior to hurricane sally led to substantial erosion within the drainage through the neighborhood where the city needed to add concrete throughout. Said drainage is at the back of my property.
7. That any BOA approval is contingent on the church agreeing to never seek a driveway to Washington Drive, Concord Drive, or any other point in the neighborhood. Our neighborhood is a densely wooded neighborhood, quiet, walkable & runnable, lacking sidewalks, and I'm unaware of any sidewalk easements within our neighborhood. Any additional traffic would not be safe for residents.
8. The sketch indicates that trees will be cut down on the property. The city should require the applicant to maintain the existing wooded buffer around the entire parcel, including but not limited to section street, 104, and the entire colonial acres neighborhood and further replant trees as many trees to the extent possible.
9. That the parcel ID 62467 & # 05-46-03-08-0-003-011.000 be placed in a conservation easement and buffer to colonial acres by the owner.
10. That the parcel ID 3111 & # 05-46-03-08-0-003-012.000 be placed in a conservation easement and buffer to colonial acres by the owner.
11. That the owner file a statement under oath that they are not involved in any property disputes with any property owner/resident on file with Baldwin County Courts or that may be filed with Baldwin County Courts.

I hereby reserve all legal rights to case BOA 24.19 USE NOT PROVIDED FOR – PPIN# 1090 – SE Civil, LLC on behalf of Owner, Protestant Episcopal Church in the DDIOCESE of the Central Gulf Coast.

Please accept this notice as opposing & objecting to any application now or in the future to connect any church access to our colonial acres neighborhood via Washington Drive , Concord Drive, or any other access point into our neighborhood.

Respectfully,

Nick Lindsholm
558 Washington Drive
Fairhope, AL 36532
(251) 581-1338
Nick.Lindsholm@gmail.com

From: Cindy Beaudreau <cynthia.beaudreau@fairhopeal.gov>
Sent: Friday, December 6, 2024 10:04 AM
To: nick.lindsholm@gmail.com
Cc: Michelle Melton <michelle.melton@fairhopeal.gov>
Subject: RE: RESPONSE TO CASE BOA 24.19 : US NOT PROVIDER FOR - PPIN#: 1090 - S.E. Civil, LLC on behalf Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast

Good morning Mr. Lindsholm,

I have received your e-mail which will be included with the staff report.

From: nick.lindsholm@gmail.com <nick.lindsholm@gmail.com>
Sent: Friday, December 6, 2024 10:02 AM
To: planning <planning@fairhopeal.gov>
Subject: RESPONSE TO CASE BOA 24.19 : US NOT PROVIDER FOR - PPIN#: 1090 - S.E. Civil, LLC on behalf Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast
Importance: High

December 6th, 2024

Dear Planning & Board of Adjustments,

I'm writing in response to the letter sent to residents on December 2nd, 2024 re: case BOA 24.19 – Use Not Provided For re: PPIN#1090 – S.E. Civil, LLC on behalf of Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast requiring response by noon Friday, December 6, 2024 despite the statement that the information will be posted after stated response time ends. Therefore, I'm requesting:

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3. That the city, planning, &/or board of adjustments revise their process of notifying residents to a timeline that allows for sufficient responses after all information has been made public.
4. Written response to requests 1, 2, & 3 above.

I spoke with the city today who confirmed information has not been made available publicly at this time.

I hereby reserve all legal rights to case BOA 24.19 USE NOT PROVIDED FOR – PPIN# 1090 – SE Civil, LLC on behalf of Owner, Protestant Episcopal Church in the DDIOCESE of the Central Gulf Coast.

Please accept this notice as opposing & objecting to any application now or in the future to connect any church access to our colonial acres neighborhood via Washington Drive , Concord Drive, or any other access point into our neighborhood.

Respectfully,

Nick Lindsholm
558 Washington Drive
Fairhope, AL 36532
(251) 581-1338
Nick.Lindsholm@gmail.com

From: [J STEVEN MCCLURE](#)
To: [planning](#)
Subject: BOA 24.19, SE Civil LLC, 860 N. Section St., PPIN 1090
Date: Friday, December 6, 2024 10:48:42 AM



December 6th, 2024

Dear Planning & Board of Adjustments,

I am writing in response to the letter sent to Colonial Acres residents on December 2nd, 2024 re: case BOA 24.19 – Use Not Provided For re: PPIN#1090 – S.E. Civil, LLC on behalf of Owner, Protestant Episcopal Church in the Diocese of the Central Gulf Coast requiring response by noon Friday, December 6, 2024 despite the statement that the information will be posted after stated response time ends. Therefore, I am requesting:

- 1) That the Board of Adjustments DELAY hearing case BOA 24.19 until our neighborhood and each resident has sufficient time to review the staff reports & case.
- 2) That the response time be extended to sufficiently allow residents responses to staff reports & after all information pertaining to the Case has been made public.
- 3) That the city, planning, &/or board of adjustments revise their process of notifying residents to a timeline that allows for sufficient responses after all information has been made public.
- 4) Written response to requests 1, 2, & 3 above.

Please accept this notice as opposing & objecting to any application now or in the future to connect any church access to our Colonial Acres neighborhood via Washington Drive, Concord Drive, or any other access point into our neighborhood.

Kindest regards,

Steve and Susan McClure
668 Colonial Drive
Fairhope, AL 36532
(251) 459-2441 / (251) 680-6117
mcclurejsteven@bellsouth.net

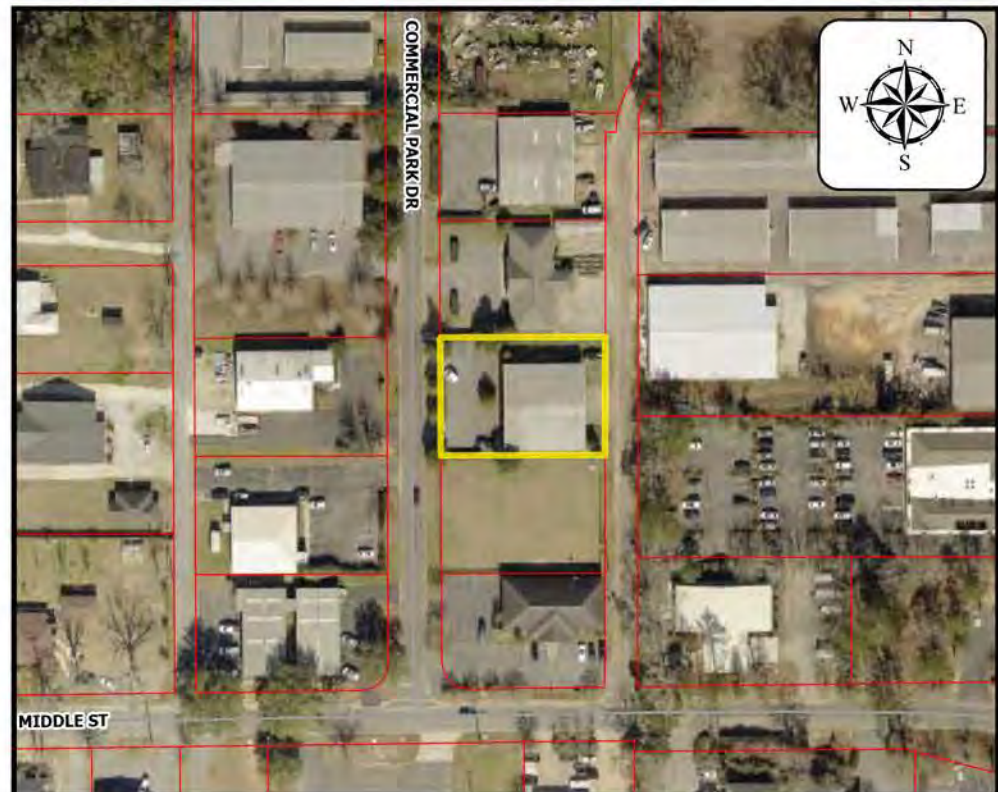
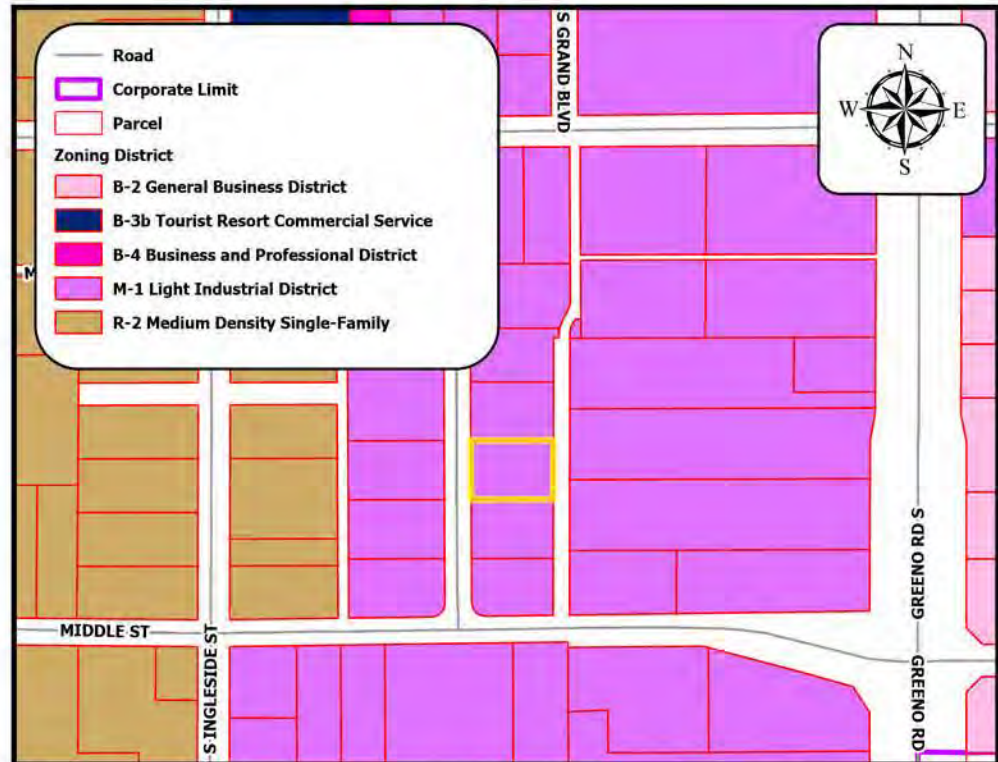
City of Fairhope

Board of Adjustments

January 23, 2025



BOA 25.01 - Alabama Luxury Exotics



Project Name:

Alabama Luxury Exotics

Site Data:

0.38 acres

Project Type:

to allow for indoor car sales

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

M-1 Light Industrial District

PPIN Number:

63899

General Location:

about 300 feet NE of the intersection of
Middle St and Commercial Park Dr

Surveyor of Record:

N/A

Engineer of Record:

N/A

Owner / Developer:

Jack Maulding

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved w/ Conditions

Prepared by:

Name: Michelle Melton



APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: ☐ Administrative Appeal ☐ Special Exception ☐ Variance

Property Owner / Leaseholder Information

Name: Sack Maulding Phone Number: 251-419-1105
 Street Address: 365 Commercial Park Dr.
 City: Fairhope State: AL Zip: 36532

Applicant / Agent Information

If different from above.

Notarized letter from property owner is required if an agent is used for representation.

Name: _____ Phone Number: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

Site Plan with Existing Conditions Attached: YES NO

Site Plan with Proposed Conditions Attached: YES NO

Variance Request Information Complete: YES NO

Names and Address of all Real Property Owners
 within 300 Feet of Above Described Property Attached: YES NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Sack Maulding
 Property Owner/Leaseholder Printed Name

[Signature]
 Signature

Dec 6, 2024
 Date

Fairhope Single Tax Corp. (If Applicable)



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- | | | |
|--------------------------------------|------------------------------------|--|
| ☐ Too Narrow | ☐ Elevation | ☐ Soil |
| ☐ Too Small | ☐ Slope | ☐ Subsurface |
| ☐ Too Shallow | ☐ Shape | ☐ Other (specify) |

Describe the indicated conditions: _____

How do the above indicated characteristics preclude reasonable use of your land?

What type of variance are you requesting (be as specific as possible)?

Attached separately

Hardship (taken from Code of Alabama 1975 Section 11-52-80):

"To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:

	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL:	\$	

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Jack Maulding
Property Owner/Leaseholder Printed Name

Dec 6, 2024
Date

[Signature]
Signature

Fairhope Single Tax Corp. (If Applicable)

CITY OF FAIRHOPE

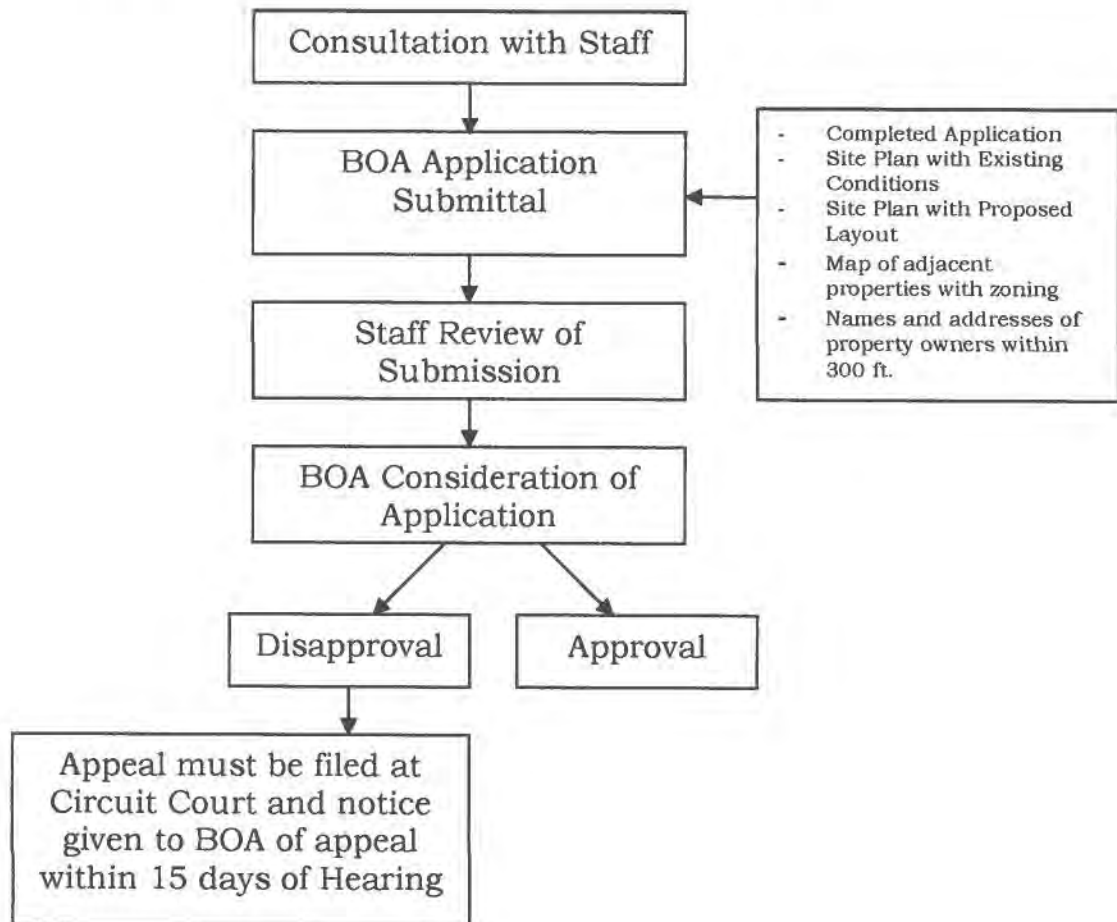
P.O. Box 429
Fairhope, AL 36533
(251) 928-8003



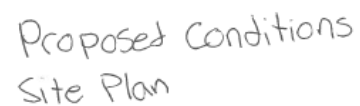
BOARD OF ADJUSTMENTS & APPEALS APPLICATION



BOARD OF ADJUSTMENTS (BOA) FLOW CHART



The Applicant, Jack Maulding, is requesting a use not provided for within the Fairhope Zoning Ordinance. The subject property is zoned M-1 *"Light Industrial District"*. Applicant desires to operate a high-end indoor car dealership at this location to be known as Alabama Luxury Exotics. The address is 365 Commercial Park Drive.



Comments:

The Fairhope Zoning Ordinance does not provide for the use “automobile dealership” indoor or outdoor.

Article II, Section A(4)(d)(4) describes the duty and power of the BOA that is applicable to this case.

(4) Uses Not Provided For: Whenever, in any district established under this ordinance, a use is neither specifically permitted or denied and an application is made by a property owner to the Director of Planning and Building for use, the Director shall refer the application to the board of adjustment which shall have the authority to permit the use or deny the use. The use may be permitted if it is similar to and compatible with permitted uses in the district and in no way is in conflict with the general purpose and intent of this ordinance.

The Fairhope Zoning Ordinance defines M-1 as follows:

M-1 Light Industrial District: This district is intended to provide a suitable protected environment for manufacturing, research and wholesale establishments which are clean, quiet and free of hazardous or objectionable emissions, and generate little industrial traffic. Industrial parks should be encouraged. Locations should be in accordance with comprehensive plans.

Article III, Section A(15).

The review criteria for this case is as follows:

Article II. Section C.e(2)

Any other application to the Board shall be reviewed under the following criteria and relief granted only upon the concurring vote of four Board members:

(a) Compliance with the Comprehensive Plan:

Response: Complies. Located within an existing M-1 district. The Comprehensive Plan calls for amending the current allowed uses in both manufacturing districts to eliminate or lessen buffers for incompatible land uses. Buffers may be required.

(b) Compliance with any other approved planning document;

Response: Complies.

(c) Compliance with the standards, goals, and intent of this ordinance;

Response: Complies. The location is suitable for this use that is not accounted for in the ordinance.

(d) The character of the surrounding property, including any pending development activity;

Response: Already developed for the most part with compatible uses. There is a vacant lot directly adjacent, which may require buffering if/when developed.

(e) Adequacy of public infrastructure to support the proposed development;

Response: Already developed.

(f) Impacts on natural resources, including existing conditions and ongoing post-development

conditions;

Response: None. Site already developed.

(g) Compliance with other laws and regulations of the City;

Response: Complies.

(h) Compliance with other applicable laws and regulations of other jurisdictions;

Response: No issues noted.

(i) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;

Response: No issues noted.

(j) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: No issues noted.

(k) Overall benefit to the community;

Response: The use proposed will provide a new opportunity in automotive sales in the community.

(l) Compliance with sound planning principles;

Response: Complies.

(m) Compliance with the terms and conditions of any zoning approval; and

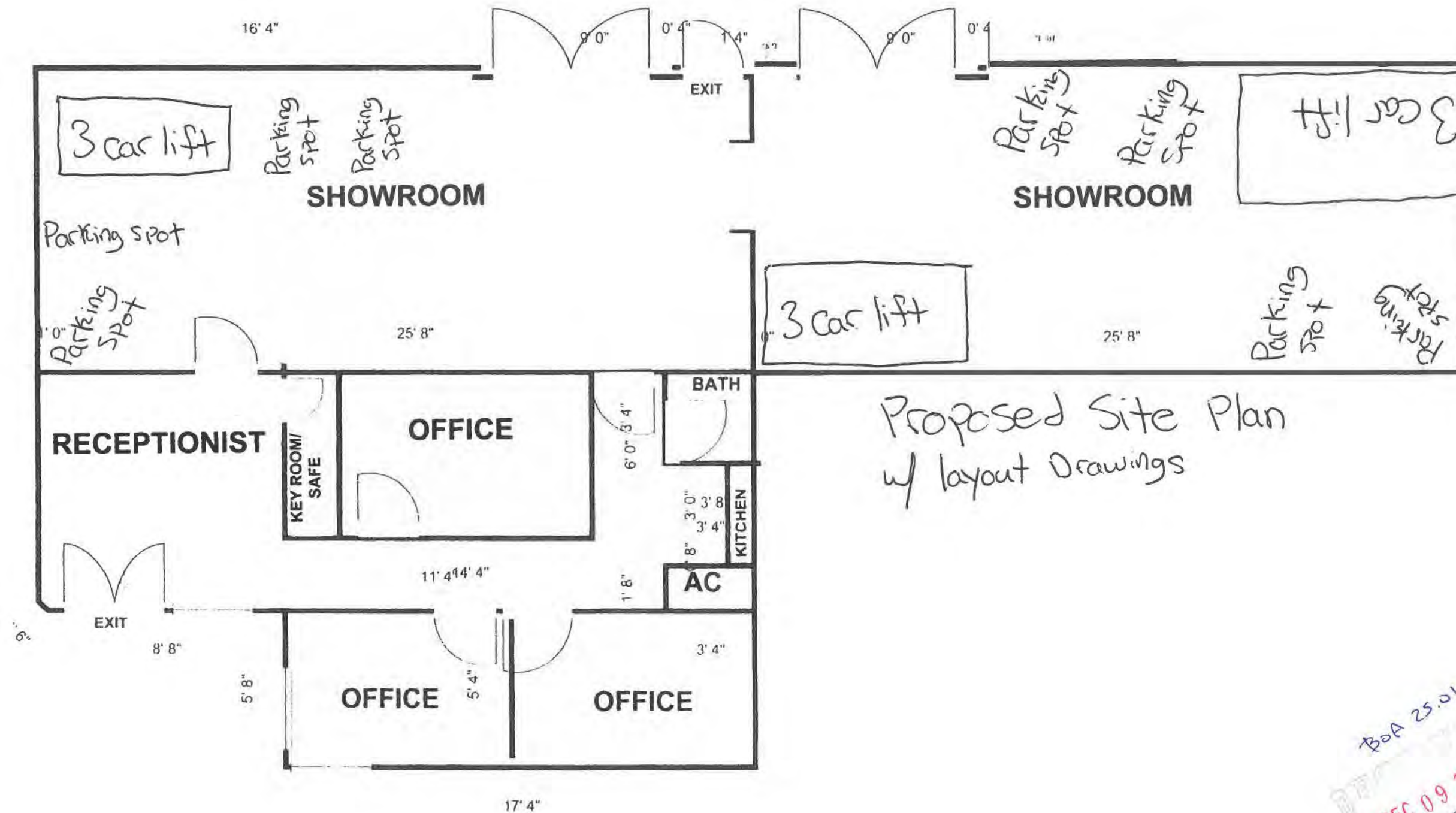
Response: Complies. May require buffering next to adjacent lot.

(n) Any other matter relating to the health, safety, and welfare of the community.

Response: No issues noted.

Staff Recommendation:

Staff recommends **APPROVAL** of the request for a use not provided for in BOA Case 25.01.



Proposed Site Plan
w/ layout Drawings

BoA 25.01
DEC 09 2024
CB

Brief Description for Alabama Luxury Exotics

I would like to present my vision for establishing an indoor showroom dedicated to exotic car sales. The dealership will feature a selection of 12 to 18 high-end vehicles available for purchase at any time. The layout will include my office alongside two additional sales offices, complemented by a refreshment area offering snacks, beverages, coffee, and pastries. The back warehouse will house an exceptional showroom, poised to become the premier destination for exotic vehicles in Alabama. To maintain an atmosphere of sophistication, I will refrain from using flags or inflatables outside the premises. Our brand embodies luxury, encapsulated in the slogan "Drive Distinction!" Our inventory will feature prestigious models such as Aston Martin, Bentley, BMW, Ferrari, Jaguar, Karma, Lamborghini, Lotus, Maserati, McLaren, Mercedes-Benz, Porsche, Range Rover, Rolls-Royce, Tesla, and more. It is evident that upscale cities are increasingly embracing indoor dealerships that specialize in the most desirable and high-performance vehicles available. Attached, you will find **Alabama Luxury Exotics** logo and several images that illustrate my vision for the exquisite showroom. The front parking lot will feature a total of five parking spaces, including one designated handicap parking spot to ensure accessibility. Additionally, the showroom facility is designed to accommodate between 12 to 18 vehicles, utilizing car lifts to optimize space and facilitate efficient parking within the premises.

Hours of Operation- Monday - Friday 9:00-6:00

Saturday- 9:00-5:00

Sunday- Closed

Subject: Request for Variance for Indoor Car Dealership – Alabama Luxury Exotics

Dear Members of the Board of Adjustments and Appeals,

I hope this letter finds you well. I am writing to formally request a variance on behalf of **Alabama Luxury Exotics**, an upscale indoor car dealership located at 365 Commercial Park Dr. Fairhope, Al. We specialize in the sale of high-end, luxury, and exotic vehicles, and we are seeking approval for a variance from certain zoning requirements that will allow us to operate within Fairhope's established guidelines while maintaining the high standards expected of our business.

Specifically, we are requesting a variance for the following:

1. **Indoor Vehicle Display and Sales Area:** We are requesting a variance to allow for the display and sale of vehicles within an enclosed, indoor showroom. This would involve the presentation of high-value vehicles in a showroom environment, ensuring they are protected from the elements and presented in the best possible manner for potential customers.
2. **Parking Requirements:** Given the nature of our business, we seek a variance on the standard parking requirements for vehicles on the premises. Our operations are primarily showroom-based, with minimal customer vehicle traffic. We aim to maintain a clean and aesthetically pleasing environment, which aligns with Fairhope's overall vision for the community.

We believe that allowing **Alabama Luxury Exotics** to operate under this variance will benefit the City of Fairhope by providing a unique business that will attract discerning customers while maintaining the city's charm and character. We are committed to ensuring that our dealership will be a responsible, contributing part of the local economy and community, with minimal disruption to the surrounding area. We respectfully ask that the Board review this request and consider approving

the variance during your next meeting. We are happy to meet with the Board in person should you require any further information or clarification. Thank you for your time and thoughtful consideration. We look forward to your favorable response and the opportunity to further invest in the community of Fairhope.

Sincerely,

Barry J Maulding
Founder / Owner
Alabama Luxury Exotics

Business Proposal for Luxury Exotic Car Dealership – Indoor Showroom Concept

Executive Summary:

This proposal outlines the concept for an indoor luxury exotic car dealership specializing in high-end, rare, and exclusive vehicles. The dealership will focus on providing a premier buying experience for high-net-worth individuals seeking luxury, exclusivity, and exceptional customer service. The dealership's innovative indoor showroom will showcase a curated collection of exotic and luxury vehicles, offering a comfortable and visually immersive environment where clients can explore and test drive top-tier cars in a premium, private setting. This venture aims to meet the growing demand for luxury cars while setting new standards in automotive retail.

Company Overview:

- **Business Name:** **Alabama Luxury Exotics**
- **Location:** 365 Commercial Park Dr. Fairhope, AL 36532
- **Ownership Structure:** LLC
- **Industry:** Automotive Sales, Luxury Vehicles
- **Target Market:** High-net-worth individuals, car enthusiasts, collectors, and corporations seeking luxury and exotic automobiles.

Vision and Mission:

- **Vision:** To become the leading provider of luxury exotic cars, offering an unparalleled buying experience that combines innovation, comfort, and exclusivity.
- **Mission:** To provide an indoor showroom experience like no other, where clients can explore and purchase their dream vehicles in a sophisticated and private environment. Our showroom will cater to individuals who value luxury, performance, and prestige in both the cars they drive and the buying process.

Market Opportunity:

The luxury and exotic car market is growing globally, fueled by increasing wealth among individuals and a strong demand for exclusive, limited-edition vehicles. The United States market, in particular, remains a major hub for luxury car buyers, with a steady increase in demand for vehicles that are not only high-performance but also status symbols. There is also a noticeable shift toward private, personalized purchasing experiences, where clients are looking for more than just a traditional dealership experience.

Target Audience:

1. **High-Net-Worth Individuals** – Executives, entrepreneurs, and professionals who seek rare and exotic cars as a reflection of their lifestyle.
2. **Luxury Car Enthusiasts** – Passionate individuals who collect luxury vehicles or enjoy the performance and design of exotic cars.
3. **Corporate Buyers** – Businesses looking to reward executives with prestigious cars or secure high-end vehicles for their fleets.
4. **Car Collectors** – Individuals and organizations interested in acquiring limited-edition models or hard-to-find exotic cars.

Services Offered:

1. **Indoor Showroom Experience** – A state-of-the-art, climate-controlled showroom that allows customers to view the latest exotic car models in a comfortable and private setting.
2. **Vehicle Sales** – A curated selection of new and pre-owned luxury exotic cars, including brands Aston Martin, Bentley, BMW, Ferrari, Jaguar, Karma, Lamborghini, Lotus, Maserati, McLaren, Mercedes-Benz, Porsche, Range Rover, Rolls-Royce and Tesla.
3. **Test Drives by Appointment** – Private test drives at convenient times, ensuring an exclusive and tailored experience.
4. **Vehicle Financing and Leasing** – Competitive financing options, including lease programs and high-end financing solutions for luxury vehicles.
5. **VIP Customer Service** – A dedicated concierge service providing clients with the highest level of attention, from vehicle selection to post-purchase care.

Unique Selling Proposition (USP):

1. **Exclusive Indoor Showroom** – Unlike traditional car dealerships, our indoor showroom creates an immersive, controlled environment where customers can experience exotic cars in a sophisticated setting. It also allows for a more intimate, personalized shopping experience without the distractions of outdoor weather or other buyers.
2. **End-to-End Luxury Experience** – From the moment customers walk in, they will be greeted with exceptional service and guided through every step of the buying process with personalized attention, including exclusive test drives, vehicle customization, and high-end concierge services.
3. **Rare Inventory** – Our dealership will focus on sourcing rare, high-demand vehicles and limited editions that are not easily found at other dealerships, creating exclusivity for our customers.

Location:

The dealership will be located in a prime area, just off HWY 98 located at 365 Commercial Park Dr. The indoor showroom will be housed in a modern, secure, and architecturally sophisticated building that complements the luxury nature of the cars we sell.

Marketing and Sales Strategy:

1. **Branding and Reputation** – Build a strong brand presence through targeted advertising campaigns in luxury magazines, social media, and collaborations with high-end brands.

2. **Partnerships** – Collaborate with luxury hotels, private clubs, and events to increase visibility within our target market.

3. **Online Presence** – Develop a luxurious, user-friendly website that showcases the cars, offers virtual tours of the showroom, and provides information about customization options. Additionally, digital marketing will help us reach potential buyers globally.

4. **Referral Program** – Create an exclusive referral program that rewards existing clients for bringing in new customers.

Financial Plan:

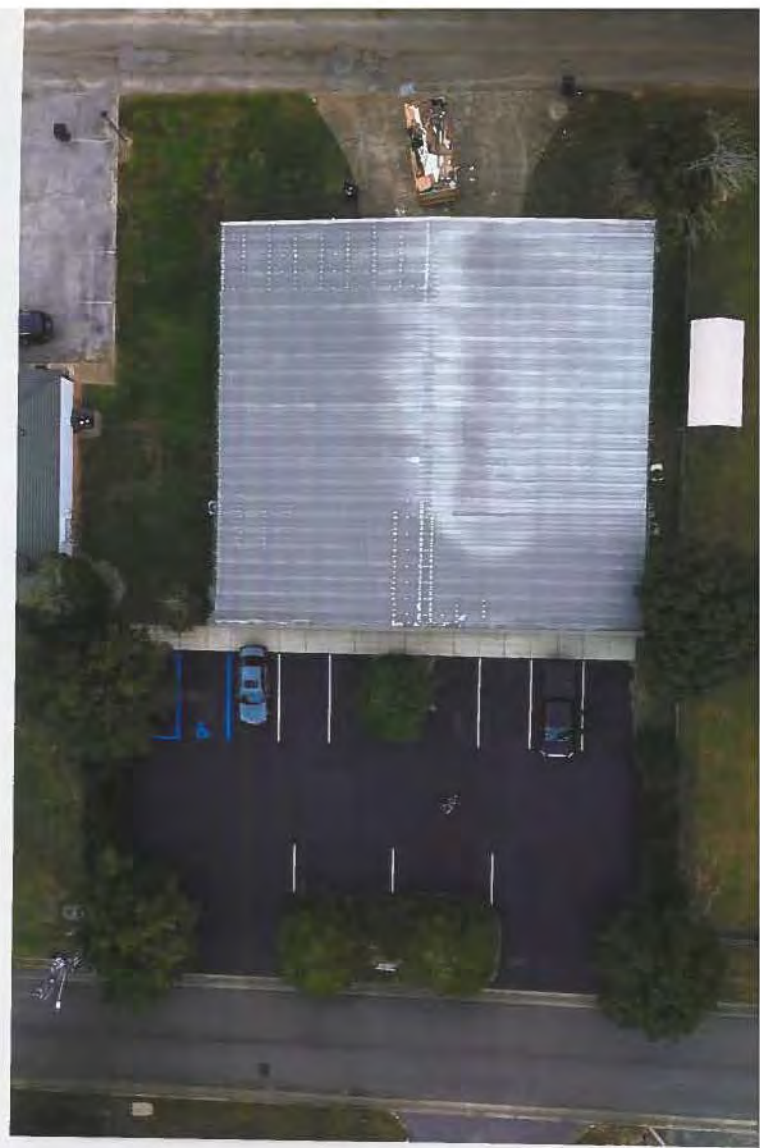
- **Initial Investment:** Roughly \$1-2 million (for the construction or lease of the showroom, inventory purchase, staffing, and marketing)

- **Revenue Streams:** Sales of new and pre-owned cars, leasing and financing, after-sales services, and exclusive events.

- **Projected Annual Revenue:** \$3.12 million, with a steady growth trajectory as brand recognition and customer base expand.

Conclusion:

Alabama Luxury Exotics will redefine the way individuals purchase and experience exotic automobiles. With an indoor showroom that emphasizes exclusivity, comfort, and exceptional service, we are poised to offer a unique and memorable experience for our clients. By focusing on premium customer service, rare inventory, and an innovative shopping environment, this business has the potential to become a leader in the luxury car market.





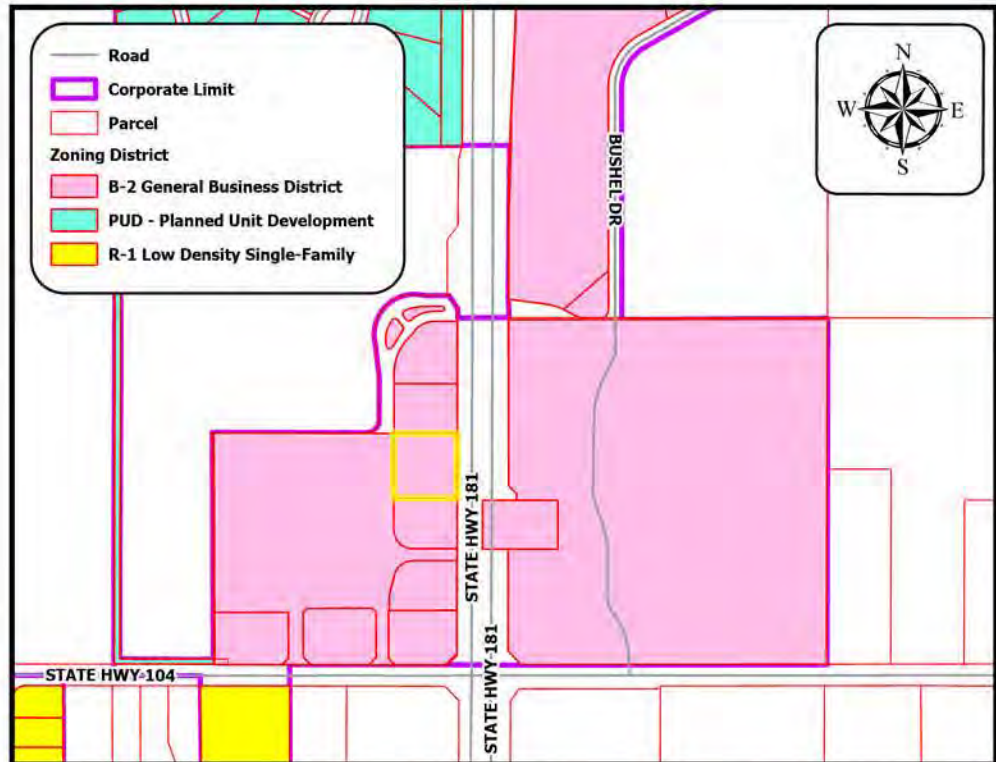
City of Fairhope

Board of Adjustments

January 23, 2025



BOA 25.02 - Culvers Planters Pointe Lot 7



Project Name:

Culvers Planters Pointe Lot 7

Site Data:

0.99 acres

Project Type:

Allow for 13 in-car dining parking spots

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-2 General Business District

PPIN Number:

626312

General Location:

about 1000 feet to the NW of the intersection of Highway 181 and Highway 104

Surveyor of Record:

Kadre Engineering

Engineer of Record:

Kadre Engineering

Owner / Developer:

Corte, Cave/Mitchell 1 LLC

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Denial

Prepared by:

Mike Jeffries





APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: ☐ Administrative Appeal ☒ Special Exception ☐ Variance

Property Owner / Leaseholder Information

Name: CORTE, CAVE/MITCHELL 1 LLC Phone Number: (251) 421-6340
 Street Address: PO BOX 81322
 City: Mobile State: AL Zip: 36689

Applicant / Agent Information

If different from above.

Notarized letter from property owner is required if an agent is used for representation.

Name: Kadre Engineering Phone Number: 251-200-4201
 Street Address: 28678 Sampson Ave
 City: Orange Beach State: AL Zip: 36561

Site Plan with Existing Conditions Attached: ☒ YES NO
 Site Plan with Proposed Conditions Attached: ☒ YES NO
 Variance Request Information Complete: ☒ YES NO
 Names and Address of all Real Property Owners
 within 300 Feet of Above Described Property Attached: ☒ YES NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Corte, Cave/Mitchell 1, LLC
 Property Owner/Leaseholder Printed Name

Vince Cave
 Signature

Dec 08 2024
 Date

Fairhope Single Tax Corp. (If Applicable)



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- | | | |
|--------------------------------------|------------------------------------|---|
| ☐ Too Narrow | ☐ Elevation | ☐ Soil |
| ☐ Too Small | ☐ Slope | ☐ Subsurface |
| ☐ Too Shallow | ☐ Shape | ☒ Other (specify) |

Describe the indicated conditions: There is no language in the City of Fairhope's zoning ordinance that covers the requested parking solely dedicated for "in-car ordering" which is proposed.

How do the above indicated characteristics preclude reasonable use of your land?

With no language within the zoning ordinance defining "in-car ordering" staff as no way to interpret it's conformity to the ordinance and is the reason we are submitting for consideration of granting a special exception as advised by staff.

What type of variance are you requesting (be as specific as possible)?

We are requesting special exception approval of 9 "in-car ordering" parking spots as shown on the proposed site plan. 13

Hardship (taken from Code of Alabama 1975 Section 11-52-80):

"To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:		
	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL: \$		\$520.00

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Corte, Cave/Mitchell 1, LLC

Vince Cave

Property Owner/Leaseholder Printed Name

Signature

Dec 08 2024

Date

Fairhope Single Tax Corp. (If Applicable)

CITY OF FAIRHOPE

P.O. Box 429
Fairhope, AL 36533
(251) 928-8003



BOARD OF ADJUSTMENTS & APPEALS APPLICATION



BOARD OF ADJUSTMENTS (BOA) APPLICATION

Authority: The City of Fairhope is authorized under the Code of Alabama, 1975 to create and establish a Board of Adjustment whose duties are quasi-judicial.

Public Notice: All BOA applications are required by State Law to give notice in both the newspaper and to all real property owners with 300 feet of the proposed change. The cost of this notice is paid by the applicant. All notice charges are paid at the time of application submission.

The BOA must conduct public hearings in conjunction with all applications. At the time of the BOA meeting all interested persons will be given the opportunity to speak either pro or con for the proposal.

BOA Functions: The BOA performs several functions: 1) hear and decides appeals from a decision made by an administrative official of the City of Fairhope; 2) hear and decide on granting special exceptions as permitted in the Zoning Ordinance, and; 3) authorize on appeal in specific cases variances to the regulations established in the Zoning Ordinance.

Decision and Voting: The BOA is a 5 member Board. The Board will conduct a public hearing and consider the request of the applicant. The Board has three (3) options: 1) approve the request; 2) deny the request; table the request.

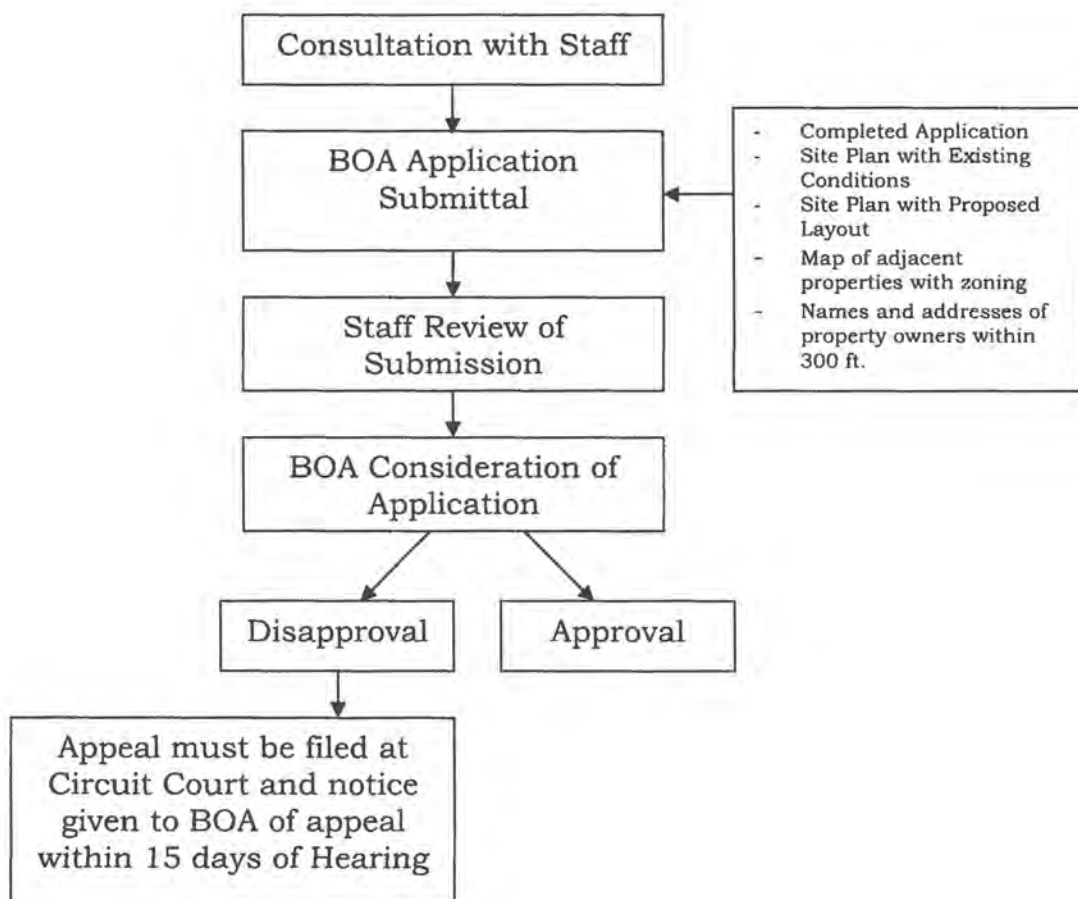
Approval of the request requires 4 of the 5 members of the BOA to vote in favor. A simple majority does not pass.

BOA Application Submission: The BOA application must be complete. An application is not considered complete unless all required documents are provided at the time of submission. An incomplete application may not be accepted by staff.

Deadlines: The City of Fairhope wishes to expedite the BOA process in the best and most effective manner possible. To that end, it is important that deadline times and dates are adhered to by the applicant (refer to the attached schedule for dates and times)



BOARD OF ADJUSTMENTS (BOA) FLOW CHART



Planning and Zoning Department

Authorized Agent Form

I/We authorize and permit Kadre Engineering to act as my/our representative and agent in any manner regarding the issuance of this application which relates to property described as the tax parcel ID # listed below.

I/We understand that the agent representation may include but not be limited to decisions relating to the submittal, status, or conditions of this application. In understanding this, I/we release the City of Semmes from any liability resulting from actions made on my/our behalf by the authorized agent and representative. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this application and any work performed will be at the risk of the property owner/applicant.

***NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.**

Parcel ID #: 4 6 - 0 2 - 0 3 - 0 - 0 0 0 - 0 0 4 . 2 4 3

911 Property Address (include City) PIN: 626312

<u>Authorized Agent</u>	<u>Property Owner</u>
Printed Name: Kadre Engineering	Printed Name: CORTE, CAVE/MITCHELL 1 LLC
Mailing Address: 28678 Sampson Avenue, Orange	Mailing Address: PO BOX 81322, Mobile, AL 36689
Telephone Number: 205-777-9064	Telephone Number: 251-421-6340
Email: ddichiara@kadre-eng.com	Email: vince@lwcrei.com
Signature and Date: <u>David Dichiara</u>	Signature and Date: <u>Vince Cave, member 12/9/2024</u>

Property owner sworn to and subscribed before me on this the 9th day of December, 2024.

Notary public commission expires: 4/22/28

Jennifer L. Shires



December 9, 2024

City of Fairhope - Planning & Zoning Department

Hunter Simmons
451 Pecan Ave Suite 200
Fairhope, AL 36532

RE: Board of Adjustments Application – Culver's Restaurant (Lot #7 Planter's Point Subdivision)
Kadre Engineering Project # 24112

Mr. Simmons,

We are submitting the above referenced project for Board of Adjustments consideration of approval of special exception. We are requesting 13 "in car dining" spots as shown on the submitted preliminary site plan. The City's Ordinance does not define "in car dining" so therefore we were advised to present the request to the Board of Adjustments for special exception to allow for these vehicular spots. The end user feels these spots in addition to the normal parking spots are vital to his business model. We would propose that final site design would include low impact development stormwater techniques for these spots such as pervious pavers to mitigate any stormwater impacts among others. Please find the enclosures for your review and comment.

Should you have any questions or need any further information, please don't hesitate to contact me.

Sincerely,



David Dichiara, PE

Principal
ddichiara@kadre-eng.com
(205) 777-9064

Enclosures: BOA Application & Check for Application fee
Agent Authorization Letter
Adjacent Landowners Map & Certified Addresses
3 Copies – Existing Conditions Plan
3 Copies – Proposed Site Plan

From: [Matt Koon](#)
To: [Mike Jeffries](#)
Cc: [Cindy Beaudreau](#); [Curt Herbig](#); [Jay Campbell](#); [Jake DeLonay](#); [Trey Watts](#)
Subject: Re: Culvers Additional Information
Date: Monday, January 13, 2025 12:35:56 PM
Attachments: [ao54439-Culvers-Fairhope AL-REGC.pdf](#)



Good day Mike,

I hope your weekend was enjoyable. Attached to this email is a sample of the type of signs we're looking to use for these specific dine-in car spots.

Culver's was started in 1984 in Sauk City, Wisconsin by co-founders Craig Culver and Lea Culver along with Craig's parents Ruth and George Culver. It started in an old A&W drive-in. In keeping with the humble beginnings of Culver's we're asking for an exemption for spaces to be used as dine-in car spots, which is like an extension to our dining room. These spaces call back to the beginning of Culver's converted drive-in. We're doing our best to keep within the City's requirements for parking, while allowing us the opportunity to serve guests directly in their car. You'll notice the first sign in the attached package shows "Drive in" and a spot number for the marked space. The other signs are all marked as such that these spots are not to be used to park and enter the restaurant. If adjustment to the sign is needed, we will accommodate as necessary.

This location will be the first to use these particular spaces and thus we don't have a current location to present as a sample. We believe that these spaces will allow us to serve Fairhopians in a unique and generous way while keeping within the current city code requirements. It's our intention to use these spaces as an extension to our dining room. Several of our current guests enjoy ordering and eating in their car at our other locations. Other quick service concepts use this as their sole point of service. We propose this exception for the mixed use of the space in a unique way, like no other restaurant in Fairhope. We look forward to your decision and working with you and your team to ensure a mutual benefit for all of Fairhope.

Thank you for your consideration,

Matt Koon

Director of Operations:

Culver's of Foley
Culver's of Orange Beach

Franchisee Culver's of Fairhope

Cell: 641.521.6288

On Thu, Jan 9, 2025 at 9:03 AM Mike Jeffries <mike.jeffries@fairhopeal.gov> wrote:

Good morning,

We spoke the other day regarding the additional information. We are finishing up the review and reports. Have you been able to find an example of where this is utilized, a sign example, and solution to preventing people from using these spots as just additional parking to dine inside?

Thanks,

Mike Jeffries, QCI

City of Fairhope

Development Services Manager

555 S. Section Street

P.O. Box 429

Fairhope, Al 36532

(251) 928-8003 Ext 457

Mike.Jeffries@FairhopeAl.gov

Summary of Request:

Applicant, Kadre Engineering, on behalf of the Owner, Corte, Cave/Mitchell 1 LLC, is requesting a Special Exception – Use Not Accounted For, to allow for 13 additional “in car dining” parking spots on property located on the northwest corner of Highway 181 and Highway 104, Lot 7, Planter’s Pointe. The property is zoned B-2 General Business District.

Comments:

Culver’s desires to start a new business model of “in car dining spots” to a proposed new location in Fairhope. The idea in its simplest terms is to *“use these spaces as an extension to our dining room”*. A citizen orders from a smart device and the food is brought to the car with the intentions of the patron eating inside the car. A sample of the sign and a narrative is included in the packet.

Staff does not view this as a separate use. Staff does not see a way of keeping guests from using these spaces as normal spaces and dining inside. Several quick service restaurants have similar parking stalls that allow for what is often referred to as curb side pickup. Curb side pickup areas utilize the existing car parking spots and only add signage or different color parking stall striping.

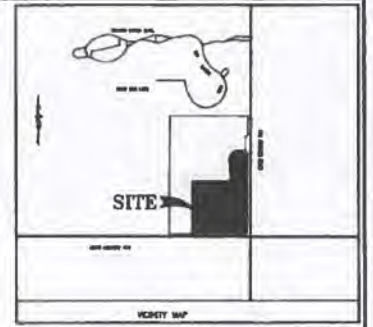
Staff Recommendation:

Staff recommends **Denial** of the “in car dining” use.

Planters Pointe Subdivision

(RE-SUB LOT 2, NW CORNER HWY181-HWY104 SUBDIVISION)

2132202
BALDWIN COUNTY, ALABAMA
JERRY D. OLIVE, JR., PROBATE JUDGE
Filed: 06/27/2024 09:07 AM
TOTAL \$40.00 3 Pages
SLIDE 0002004 - 0



OWNERS:

CORTE, CAVE/MITCHELL, I, LLC
2353 STATE HIGHWAY 181
FAIRHOPE, ALABAMA 36532

SITE DATA:

TAX PARCEL NUMBER
05-46-02-03 0-000-004.168

SMALLEST LOT
LOT 8 = 43,224 SQ. FT. = 0.992 ACRES
LARGEST LOT
LOT 1 = 476,934 SQ. FT. = 10.951 ACRES
TOTAL ACRES ON SITE = 21.242 ACRES
TOTAL LOTS = 9

ZONE:

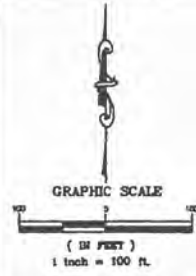
CITY OF FAIRHOPE
B-2 GENERAL BUSINESS DISTRICT

SETBACKS:

PER THE CODE OF ALABAMA 1975, TITLE 45 LOCAL LAWS
CHAPTER 2, BALDWIN COUNTY, ARTICLE 26 ZONING
AND PLANNING, PART 1 CONSTRUCTION SETBACKS
SECTION 45-2-260 REGULATION OF SETBACKS
THAT SETBACK LINES ALONG BOTH AR. MEASURED
FROM THE CENTERLINE OF THE RIGHT-OF-WAY
AS BEING 100 FEET, ALL OTHER AS SHOWN

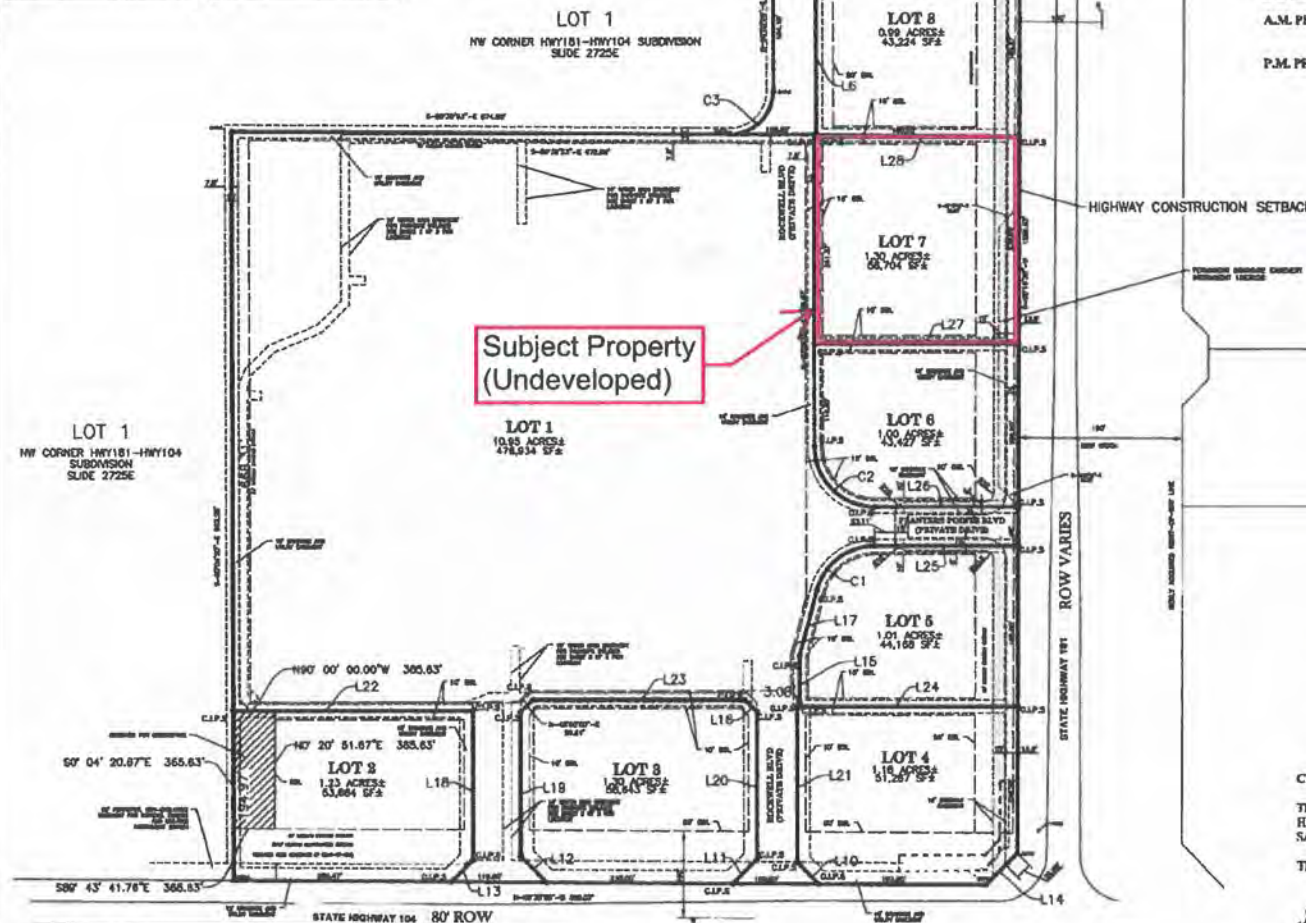
SURVEYOR:

THOMPSON ENGINEERING
JOHNNY B. HOLLEY, P.L.S.
ALABAMA LICENSE NUMBER 23660



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	109.17	89.50	90.00	S49°00'00"E	98.29
C1	90.82	80.50	74.87	S52°33'46"W	84.50
C6	145.85	187.00	44.89	S22°20'40"W	142.19
C7	36.73	313.00	6.72	N41°19'36"E	36.71
C8	70.92	86.00	52.04	S63°58'56"W	77.20
C9	20.47	175.00	6.70	S80°38'58"E	20.45
C4	10.48	87.00	6.89	N37°26'37"W	10.45
C3	78.63	50.00	90.34	N40°10'03"E	70.92
C5	271.19	160.00	103.59	S47°54'29"W	236.73

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L6	184.93	N0°00'00"E	L16	20.51	N45°00'00"W	L26	166.58	N90°00'00"E
L7	36.28	N0°00'00"W	L17	77.22	S15°07'31"W	L27	236.94	N90°00'00"W
L8	89.76	N0°00'00"E	L18	171.43	N0°00'00"E	L28	236.02	S80°38'58"E
L9	85.53	N90°00'00"E	L19	185.88	S0°00'00"E	L29	236.37	S80°44'22"E
L10	33.25	S44°49'57"E	L20	168.84	N0°00'00"E			
L11	40.16	N45°10'03"E	L21	178.82	S0°00'00"E			
L12	42.34	S44°49'57"E	L22	275.85	N90°00'00"W			
L13	33.46	N45°10'03"E	L23	244.33	N90°00'00"W			
L14	51.63	S45°18'37"W	L24	262.84	N90°00'00"W			
L15	69.06	S0°00'00"E	L25	164.44	N90°00'00"W			



Subject Property
(Undeveloped)

EXISTING CONDITIONS PLAN

LEGEND

- INDICATES 5/8" CAPPED IRON PIN FOUND
- INDICATES CRIMPED TOP IRON PIN FOUND
- INDICATES OPEN TOP IRON PIN FOUND
- INDICATES REBAR FOUND
- INDICATES CONCRETE MONUMENT FOUND
- INDICATES AXLE FOUND
- INDICATES CHAIN LINK FENCE
- INDICATES WOOD FENCE
- INDICATES WIRE FENCE
- INDICATES OVERHEAD ELECTRIC LINES
- INDICATES POWER POLE
- INDICATES ACTUAL MEASURE
- INDICATES RECORD MEASURE
- INDICATES SIGN
- INDICATES FIBER OPTIC CABLE MARKER

DESIGN TRAFFIC TRIP GENERATION ESTIMATES:

A.M. PEAK: 395 ENTERING
302 EXITING
P.M. PEAK: 573 ENTERING
559 EXITING

SUBDIVISION NOTES:

- A MINIMUM 15 FOOT DRAINAGE AND UTILITY EASEMENT (AS REQUIRED BY UTILITIES) SHALL BE ALONG EACH SIDE AND/OR REAR LOT LINE.
- ALL DRAINAGE EASEMENTS ARE PRIVATE AND CITY OF FAIRHOPE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID DRAINAGE EASEMENTS.
- LOT 1 SHALL ADHERE TO THE REQUIREMENTS OF THE APPROVED CITY OF FAIRHOPE MULTI-OCCUPANCY PROJECT (MOP) FOR LOT 1, NW CORNER OF HWY 181-HWY 104 SUBDIVISION AS RECORDED ON SLIDE 000725-E AT THE OFFICE OF THE JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA.
- ALL LOTS SHALL BE RESPONSIBLE FOR PROVIDING NECESSARY STORM DRAINAGE IMPROVEMENTS TO CONTROL ALL POST-DEVELOPED STORMWATER RUNOFF AND SHALL BE SELF SUFFICIENT.
- ALL PRIVATE UTILITIES, DRIVES AND LANDSCAPE IMPROVEMENTS MAINTENANCE AND REPAIR ARE NOT THE RESPONSIBILITY OF THE CITY OF FAIRHOPE AND SHALL BE THE RESPONSIBILITY OF LOT 1.
- A MANDATORY SITE PLAN REVIEW IS REQUIRED PRIOR TO THE DEVELOPMENT OF ANY LOT.
- EACH DEVELOPMENT ON LOTS 2 THROUGH 9 SHALL SUPPLY A LETTER FROM A REGISTERED ENGINEER THAT PROVIDES THE CUMULATIVE TRIP GENERATION AT PEAK HOURS TO VERIFY ESTIMATES ARE NOT EXCEEDED.

NOTES:

- Type of Survey: Boundary. No improvements were located except those shown hereon.
- Bearing Data: All bearings and distances are based on and referenced to Alabama West State Plane Coordinates established by RTK GPS dial up to Continuous Operating Reference Station at the tunnel. The actual bearings and distances were field measured.
- Field Dates: January 9 and 11, 2017
- Street Address: N/A
- No attempt was made by the Surveyor to locate underground improvements or environmentally sensitive conditions.
- This property may be subject to County and City regulations in regards to setbacks, easements and building codes.
- This survey done without the benefit of a Title Search.
- I have consulted the FEMA Flood Insurance Rate Map Community Panel No. 01003C 0661 M, dated April 19, 2019 and found, by graphic plotting only, that said map shows the above described property is found in Zone "X" (Unshaded). The above statement is for information only, and this Surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this Surveyor's opinion of the probability of flooding.

Utility Providers:

Water, Sewer, and Gas
City of Fairhope

Power
Rivers Utilities

Telephone
ATT&T

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF ALABAMA HOLDING CERTIFICATE NUMBER 2351, HEREBY CERTIFY THAT I HAVE DESIGNED THE WITHIN IMPROVEMENTS IN CONFORMANCE WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPLES OF GOOD ENGINEERING PRACTICE. I FURTHER CERTIFY THAT I HAVE OBSERVED THE CONSTRUCTION OF THE WITHIN IMPROVEMENTS, THAT THE SAME CONFORMS TO MY DESIGN, THAT THIS WITHIN IS A TRUE AND ACCURATE REPRESENTATION OF IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

PROJECT ENGINEER

Apr 12, 2024
DATE

PLANTERS POINTE SHOPPING CENTER

NAME OF PROJECT TO WHICH THE CERTIFICATE APPLIES
PLANS WHICH ARE CERTIFIED CONSIST OF PAGE 0100 THRU 074, EACH OF WHICH BEARS MY SEAL AND SIGNATURE.

CERTIFICATE OF APPROVAL OF THE CITY OF FAIRHOPE PLANNING COMMISSION

THE UNDERSIGNED AS AUTHORIZED BY THE CITY OF FAIRHOPE HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY.

THIS 27th DAY OF June, 2024

Curtis Brundage
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY AT&T - TELEPHONE/COMMUNICATIONS

THE UNDERSIGNED AS AUTHORIZED BY AT&T HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY.

THIS 20th DAY OF March, 2024

ALL AT&T
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES - GAS

THE UNDERSIGNED AS AUTHORIZED BY FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY.

THIS 3rd DAY OF April, 2024

FAIRHOPE UTILITIES
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES - SEWER & WATER

THE UNDERSIGNED AS AUTHORIZED BY FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY.

THIS 20th DAY OF June, 2024

FAIRHOPE UTILITIES
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY 911

THE UNDERSIGNED AS AUTHORIZED BY BALDWIN COUNTY 911 HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY.

THIS 1st DAY OF April, 2024

Lamartha Roberts
AUTHORIZED SIGNATURE

CERTIFICATE OF APPROVAL BY RIVERS UTILITIES

THE UNDERSIGNED AS AUTHORIZED BY RIVERS UTILITIES HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY.

THIS 10th DAY OF March, 2024

RIVERS UTILITIES
AUTHORIZED SIGNATURE

OWNER'S CERTIFICATION

I, CURTIS CAVE/MITCHELL, I, LLC, HEREBY STATE AS OWNER OF THE WITHIN DESCRIBED LANDS AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE PURPOSES HEREIN SET FORTH.

THIS 20th DAY OF March, 2024

Cur Cave
AUTHORIZED SIGNATURE

CERTIFICATE BY NOTARY PUBLIC

I, Jennifer Shores, a Notary Public in and for the County of Baldwin, State of Alabama, do hereby certify that the above named person has appeared before me this day in person and acknowledged that they signed and delivered said instrument free and voluntarily for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 20th DAY OF March, 2024

Jennifer Shores
NOTARY PUBLIC

JENNIFER L. SHORES
Notary Public
Alabama State at Large

Description:

Lot 2, NW Corner Hwy 181-Hwy 104 Subdivision, as recorded on Slide No. 2725-B in the office of the Judge of Probate Baldwin County, Alabama

I state that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

JOHNNY B. HOLLEY, P.L.S.
Alabama License Number 23660

MARCH 1, 2024
Date

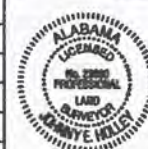
FINAL PLAT SHEET 1 OF 2

PLANTERS POINTE SUBDIVISION,
RE-SUB LOT 2, NW CORNER
HWY181-HWY104 SUBDIVISION

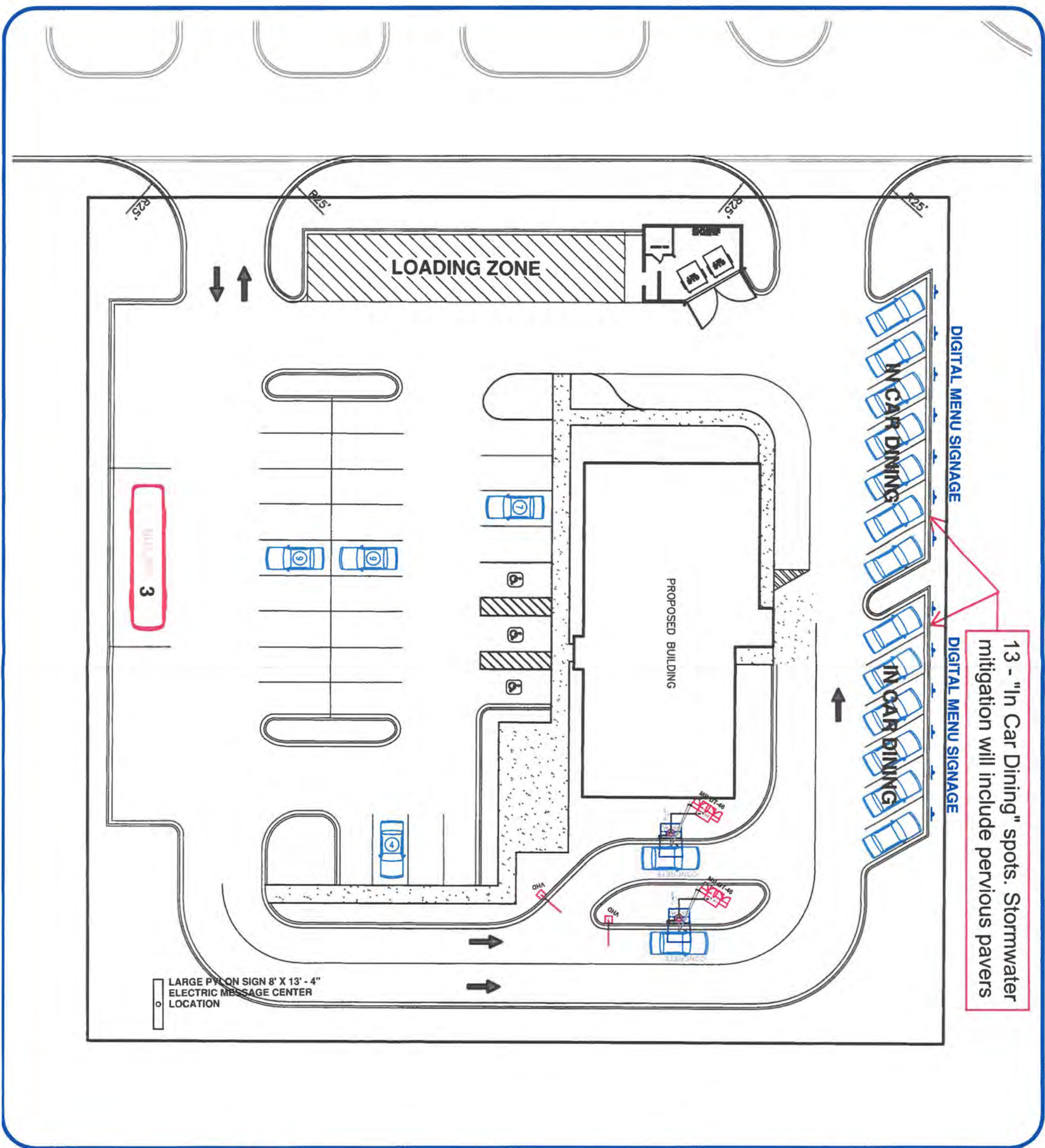
SECTION 3, T6S, R2E
BALDWIN COUNTY, ALABAMA

THIS DRAWING REPRESENTS DESIGNS PREPARED BY THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

REVISION NO.	DESCRIPTION	DATE	BY



L.W. CAVE REAL ESTATE			
2870 OFFICE BLDG. 2ND FL. 100	thompson	TEL: (251) 266-2443	FAX: (251) 266-2443
MOBILE, ALABAMA 36688	ENGINEER	DATE: MARCH 1, 2024	JOB NO: 19-1101-0224
SCALE: 1" = 100'	DRAWN BY: JEH	APPROVED BY: DBB	re-subd lot 2 nw corner 181-104.dwg



THIS DRAWING IS CONCEPTUAL ONLY.
ALL SHOWN DIMENSIONS, UTILITY
EASEMENTS, LOT PROPERTY LINES,
GRADING, AND SITE REQUIREMENTS
PERTAINING TO THE PROPERTY SHOULD
BE VERIFIED BY SURVEYOR AND/OR CIVIL
ENGINEER BEFORE ACTUAL
CONSTRUCTION.

PROPOSED SITE PLAN
FAIRHOPE, AL. PLAN MIRRORED FL METRO L
LOT AREA APPROX. 55,906 SQ. FT.

LOCATED AT: 30.547797, -87.853031

OPTION: 3

DRAWN BY: JGD

12/4/24



Culver Franchising
System, LLC.
1240 Water Street
Prairie du Sac, WI 53578
608-643-7980



CULVER'S

FAIRHOPE, AL

CUSTOM (REG-P-X) PARKING PANEL

ao54439
#21854

PRESENTED BY
TREYWATTS

o: 417.862.2454
c: 417.844.5138
e: TreyW@springfieldsign.com

a: 4825 E. Kearney St.
Springfield, MO 65803



This drawing is copyrighted material. It remains the property of Springfield Sign unless otherwise agreed upon in writing. It is unlawful to use this drawing for bidding purposes, nor can it be reproduced, copied, or used in the production of a sign without the written permission from Springfield Sign, Inc. This is an artistic rendition and actual colors/specs may vary from that depicted herein. 2020

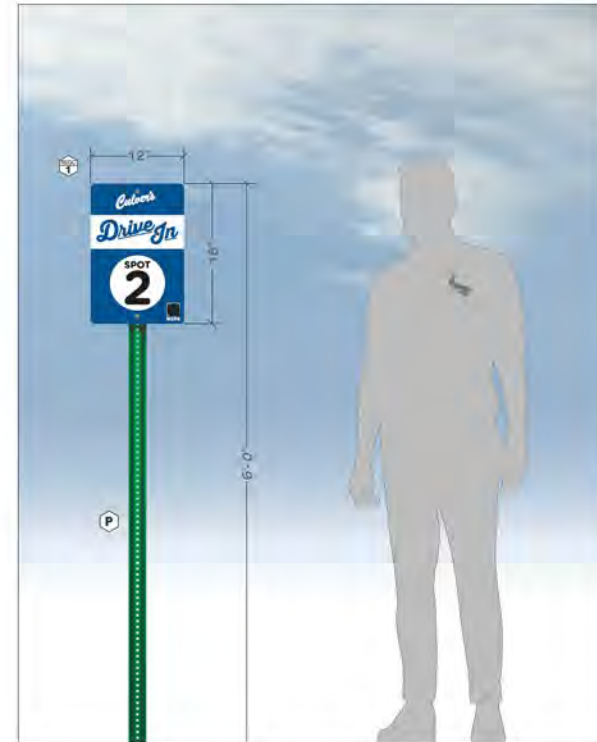
1 PARKING PANEL (DETAIL)

SCALE: 1:3



2 PARKING PANEL (INSTALLED)

SCALE: 3/4"=1'



1 12" x 18" x .080" Printed aluminum panel

- Full color digital print
- 1/2" radius corners
- UV-rated gloss laminate
- Mounting holes included



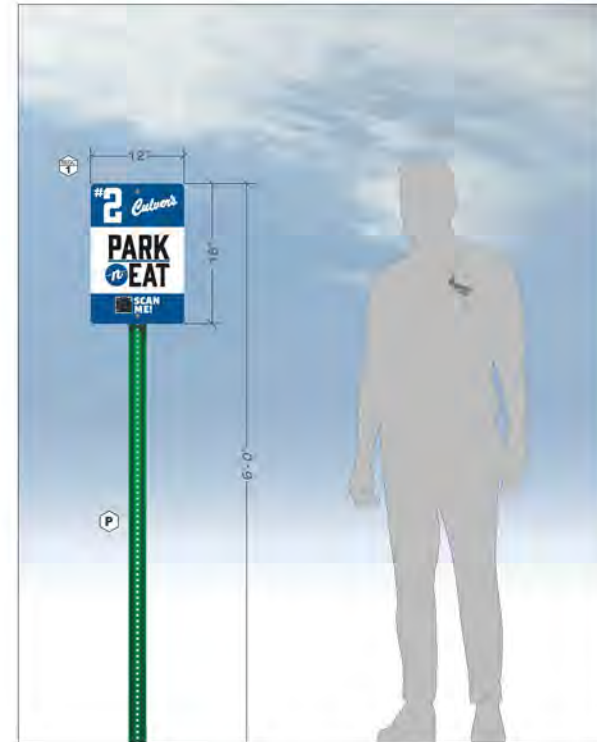
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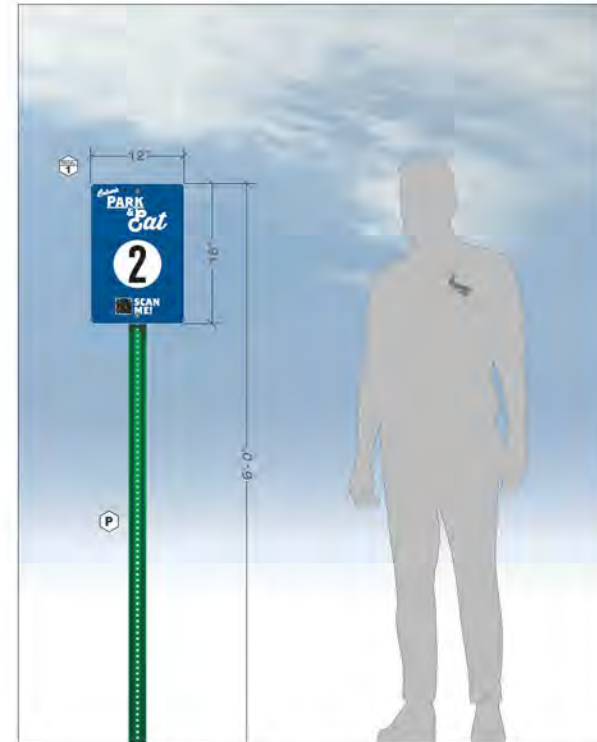
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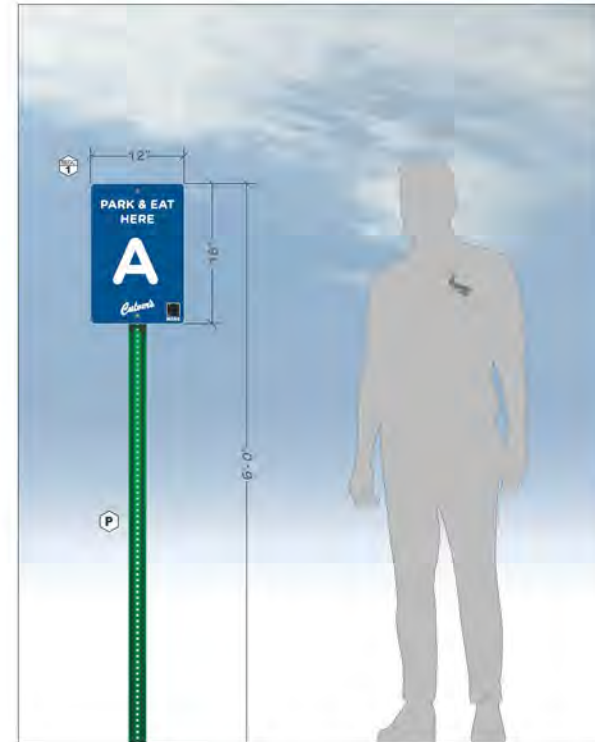
1 PARKING PANEL (DETAIL)

SCALE: 1:3



2 PARKING PANEL (INSTALLED)

SCALE: 3/4"=1'



1 12" x 18" x .080" Printed aluminum panel

- Full color digital print
- 1/2" radius corners
- UV-rated gloss laminate
- Mounting holes included





SIGN PURCHASE AGREEMENT

800.845.9927 springfieldsign.com

This agreement, made and entered into this ____ day of ____ (month), 20 ____ (year), by and between Springfield Sign & Graphics, INC. d/b/a Springfield Sign (herein after referred to as Seller), and Buyer (as outlined below and labeled as Buyer) witnesseth, that the Seller agrees to manufacture for Buyer the sign(s) and/or other sign products/services as outlined in a separate E2 document as follows, QUOTE Number: _____ or other such unique document of description as follows:

BUYER:

COMPANY NAME: _____

D/B/A: _____

BILLING ADDRESS: _____

CITY: _____

STATE: _____

JOB DETAILS:

COMPANY NAME: _____

R/R/A: _____

BILLING ADDRESS: _____

CITY: _____

STATE: _____

All wiring on the premises to the site of the signs- installed location, including the connection of the sign to such primary wiring source is to be the responsibility of the Buyer, at additional cost to the Buyer, at the direction of the Buyer, as designed by the Buyer or Buyer's agents and, as necessary, all other aspects and expenses, as required, to bring primary electrical wiring to the sign's location for energizing of such signs. All voltages to be 120 Volt at 60 Hertz unless otherwise specified. Any damages caused by the energizing circuit to the sign or sign products due to improper design (including but not limited to improper voltages), improper connection thereof or any other causes related to the energizing primary circuitry will be solely and completely at the Buyer's risk and expense. Any additional work, trouble shooting in the field, by phone, by internet or otherwise required on behalf of Seller will be b/Jad in addition to Buyer on a Time and Materials basis, at additional expense. All Permit fees/Engineering fees and labor/drawing costs for the acquisition thereof will be billed in addition to prices stated herein at additional expense unless specifically outlined in this document to be filed in another manner as described herein. Any required sales/use taxes are the responsibility of the Buyer, now and in the future as so levied by applicable governing authorities. All taxes are due and payable upon demand by Seller at any time subsequent to the execution of this SIGN PURCHASE AGREEMENT. It is understood that taxes are in addition to the prices outlined in the SIGN PURCHASE AGREEMENT, E2 Quote or any other document outlining the signs, products or services for stated Job Location unless specifically and clearly outlined otherwise. It is expressly and undeniably understood by both Buyer (or Buyer's agents, subcontractors, salespersons, etc.) and Seller that no verbal agreement has been entered into. Both parties are to adhere to the terms and conditions of this SIGN PURCHASE AGREEMENT and related attachments as properly executed and initialed. Any governing entity outside the control of Seller, such as but not limited to, any applicable City/Municipalities, County Official/Agent, national codes (such as but not limited to NEC, BOCA, ETC.) with jurisdiction or control upon the product, labor (manufacturing or installation) or any issues, procedures or otherwise related to the execution of the terms, signs, sign products, services or otherwise, foreseen or unforeseen, may affect the costs and timely delivery of such products/services herein NOTICE: THIS IS A LEGAL DOCUMENT WITH BINDING OBLIGATIONS READ BOTH SIDES OF THIS INSTRUMENT BEFORE SIGNING. AS THE TERMS OF THIS SIGN PURCHASE AGREEMENT ARE SET OUT THEREON, The specific terms for payment may vary based on product types or other reasons, but it is expressly understood that PAYMENT IN FULL as outlined by this Agreement is due and must be paid PRIOR TO INSTALLATION OF SIGN PRODUCT, PARTS OR SERVICES. All outstanding balances over 30 days due are subject to a 2% per month (collectively compounding) Late Fee.

- ☐ Buyer's Guarantee to Build _____ (initials)
- ☐ Rejection of Buyer's Guarantee to Build _____ (initials)

BUYER:

I/We have read this entire agreement and agree to defend and hold harmless Seller as stated herein. ACCEPTED:

By: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SELLER:

ACCEPTED:

By: _____

Mark Wessell, CEO
Springfield Sign
4825 E Kearney St
Springfield, MO 65803

1. **DOCUMENT ATTACHMENT** As observed by this contract, other documents such as but not limited to E2 quote, product specifications, manufacturer's specifications, etc. may be referenced in the area in the beginning of this Sign Purchase Agreement. These documents may have additional terms, conditions, pricing, restrictions, limitations or otherwise as described by those written instruments, such as but not limited to LED for other types of electronic displays.

2. **WARRANTY** Seller warrants all new materials and/or services delivered herein to be of line of completion of job and time of delivery, to Buyer, to be free from defects of material and/or workmanship. Seller agrees to repair or replace, solely at Seller's discretion, any products or parts thereof, which are found defective in material or workmanship within 90 days from time of installation of sign or sign product. Seller's obligation with respect to such products or parts shall be STRICTLY LIMITED to replacement or repair and in NO event shall Seller be liable for consequential, incidental or special damages, or for transportation, installation, adjustment or any other expenses which may arise in connection with such products or parts, including but not limited to loss of business or loss of trade. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES. Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within ninety (90) days after date of delivery or installation, as applicable. Buyer is NOT authorized to make independent arrangements for warranty work. All warranty work on said signs, products, parts, services, as described herein, shall be arranged or subcontracted by Seller or be done by Seller's employees or representatives, solely at the discretion of the Seller. In the event that Buyer does not permit Seller to inspect product, discuss properly or in any other way directly or indirectly inform the Seller to arrange for or conduct necessary repair work required under this Agreement, or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer will be solely responsible for the costs of such repairs. In the event Buyer does not comply with the above, Seller hereby EXCLUDES ALL WARRANTIES, EXPRESS AND/OR IMPLIED, AND BUYER PURCHASES THE SIGN, SIGN PRODUCT AND/OR SERVICES "AS IS" AND WITH ALL FAULTS. WAIVING ALL WARRANTIES HEREUNDER. Additional limitations include but are not limited to: acts of God, acts of nature, vandalism, acts of War or terrorism and/or acts of terrorism.

3. **INSURANCE** As long as any amount of monies is due and owing to Seller, Buyer shall insure sign, sign products or services, in an amount no less than monies due Seller, and NAME SELLER in the loss payable clause of such insurance policy, strictly for the benefit of the Seller. Buyer further agrees to not limit the insured causes allowing for fire or any other casualty, Buyer shall furnish Seller with evidence of such certification of insurance, in writing from the insurance agent or agency, upon Seller's demand. Seller's certificate of insurance for liability/workers compensation shall be provided by Seller to Buyer upon request from Buyer.

4. **TAXES** Buyer shall be responsible for and pay all taxes including but not limited to Sales, Use, Personal Property or any other municipal, county, state or federal taxes that may be levied, imposed or assessed by law on the sign product, parts or services, or improvements thereon, or uses of such. Buyer agrees to reimburse Seller for any amount for such taxes, that may be billed to and paid by Seller. Any interest or penalties associated with any taxes so outlined herein will also be due and owing to Seller if it is paid by Seller. These taxes, as assessed by law, may or may not be assessed at time of initial sale or delivery of sign product, parts or services and may continue to be assessed in time without.

5. **PERMITS/LICENCES** Seller shall not be obligated to commence fabrication of sign product, parts or services until all necessary permits have been obtained by the Buyer. Seller shall make every effort by both parties to secure same. When this Sign Purchase Agreement shall terminate without liability to either Buyer or Seller, except that Buyer shall pay Seller for reasonable compensation for labor and cost expended until the time permits are denied. Buyer shall be responsible for securing and maintaining in effect written consent from the owner or record of the premises upon which sign product, parts or services is to be installed and for all other private permissions, consents or approvals, including but not limited to, the use of registered trademarks or copyrights used on the sign product, parts or services, necessary for the manufacture, the installation, maintenance and use of such. The only exception to this will be if the Buyer's Guarantee to Build check box at the beginning of this Sign Purchase Agreement is checked. The terms and conditions for this, briefly using stated herein, shall GUARANTEE FULL PAYMENT TO SELLER with no guarantee to Buyer that the sign product, parts or services will be utilized to any benefit of the Buyer. Buyer will be obligated to pay the full contract price, including installation and will have to make arrangements for receipt of, off loading of and storage of sign product, parts or services with no future claims for installation, service or maintenance of such from Seller. The Buyer's Guarantee to Build is strictly offered to allow manufacturing of sign product, parts or services to proceed WITHOUT the proper permit obtained. If it is no way obligates Seller to be adverse to the law for installation (without permit) of sign product, parts or services.

6. **INSTALLATION OF SIGN PRODUCT** Buyer agrees to and stipulates that Buyer has designated the location for the sign product, parts or services and subsequent installation of such and is responsible for all required materials, labor and any other associated expense, at Buyer's risk, for the necessary requirement for proper, obstruction free and/or lawful installation. Obstructions, obstacles or other encumbrances, including but not limited to building reinforcement, building or site alterations, all obstacles as required for successful, safe, lawful installation including but not limited to overhead power lines, buildings, trees or other encumbrances, underground (such as utilities, rebar, rebar, rock, buried objects, railroad, man made or otherwise), landscaping, sidewalks, planters, asphalt, concrete or any other such improvements, construction crews other than Seller's or Seller's agents or Buyer's normal business traffic. Seller will not be responsible for any damages for such items during the normal installation process. Any return trips or delays or overtime charges incurred will be passed on to Buyer or Buyer's agents.

7. **ASSIGNMENT** This Agreement shall be binding and have to the benefit of the parties hereto, their respective successors, executors, administrators, assigns and legal representatives provided, however

that the interests of Buyer herein shall be assigned only with the express written consent of Seller. No transfer or assignment of this Agreement or any interest hereunder shall release Buyer from their obligations herein.

8. **DEFAULT OR BREACH OF AGREEMENT** The parties stipulate that the sign product, parts or services (signed) or not signed, whether installed or utilized is uniquely designed and is to be constructed and/or installed at the request and for the sole and special purposes of Buyer, the sign product, parts or services is of no value to Seller, and therefore, has no resale or other value to anyone other than Buyer. This Agreement is not cancellable except with expressed written permission of Buyer. Buyer shall be deemed to have breached this Agreement by insolvency, default in payment amounts or scheduled as set forth herein, abandonment of the sign product, parts or services or vacating the premises where such is located, termination or transfer of Buyer's interest in the premises or business, appointment of a receiver for Buyer's business, the filing of a voluntary or involuntary petition of bankruptcy with respect to Buyer, or any act or omission of Buyer in contravention to this Agreement. In addition to Buyer's other obligations hereunder, in the event Seller shall institute any action or lawsuit for the enforcement of the obligations of Buyer herein, Buyer shall pay and indemnify Seller for all costs of court, reasonable attorney's fees expended, interest expenses of 2% per month or as allowed by law whichever is more, collection fees, administration fees, and pay Seller all amounts awarded by the court as a result of such proceedings. Buyer's breach of any provision in any other Sign Purchase Agreement or other instruments as set forth by Seller or Confirmation of Order with Seller shall also be deemed to be a breach hereunder, and Seller may suspend performance and delivery under this, and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within a reasonable time, not exceeding ten (10) days, after Seller has informed Buyer orally or in writing, of its grounds for insolvency.

9. **COPYRIGHTS, TITLE & CONVEYANCE OF OWNERSHIP** Seller specifically retains ownership and/or title of sign product, parts or services until Buyer has paid and/or fulfilled all terms and conditions required by Seller, herein, or as otherwise allowed by law to Seller's benefit. Buyer also, conveys to Seller the absolute right to access properly to the sign product or parts from said property, should any default arise on Buyer's behalf, and, to pay for all necessary costs for removal and possible subsequent re-installation of said property to that outlined herein, solely at Buyer's risk and expense. Buyer agrees and will defend same that Seller shall at all times have title to all original drawings, designs and specifications relating to the form hereunder, which were developed or created by or on behalf of Seller, and Seller hereby claims copyrights, where applicable, of all such drawings, designs and specifications. Payment of all or part of any amounts hereunder does not pass title to the "original drawings, designs, specifications" of said sign product, parts or services, although the same may be reproduced with the expressed written consent of Seller. Buyer shall, upon request of Seller, promptly return all such drawings, designs and specifications, and copies thereof, to Seller during all times which Buyer owes Seller any amounts hereunder. Buyer agrees that Seller has specific legal rights in the form of Copyrights or other instruments given by law to protect and own, hereby declares Seller's ownership of all drawings artwork and the like during and after the terms of the Agreement herein.

10. **MANUFACTURING SPECIFICATIONS/INDUSTRY STANDARDS** Buyer understands and agrees to uphold Seller's discretion to make modifications for and conforming to Seller's standard manufacturing practices. It is also understood by Buyer, that no color, shape, dimension or any other specific, feature of said sign product, parts or services is guaranteed absolute. As practical examples, absolute color matches or dimensions are not guaranteed and will be allowed to vary. Buyer agrees to accept the same. Buyer agrees that Seller may mark and label sign for legal, national code, electrical, manufacturing, advertising or other requirements and purposes as it is reasonably necessary to conduct day-to-day business as allowed or required in the industry and for Seller's own satisfaction and benefit.

11. **SUBJECT TO PRIOR SALE** Used sign products, new or used products offered for sale from other manufacturers, such as but not limited to electronic displays may be subject to prior sale affecting price and/or delivery times to Buyer. Seller will not be responsible for any consequences related to such sales. This includes promotional or sales or any other type of proposed sale to customers. Seller has no liability or control over other manufacturers and Seller employs numerous sales agents all of whom may be promoting the same sale item, thus creating any available inventory.

12. **CHANGE ORDERS** Any alteration, deviation and/or reasonably significant variance from the scope of work, construction or labor or otherwise from the sign(s) or products or services as outlined herein, including all extra costs, heretofore called Change Order, will be executed only upon written orders and may become an additional charge over and above the price stated herein. Any such Change Order requested by Buyer must be agreed to by Seller, in writing and solely at the discretion of the Seller. It is understood that any Change Order could necessitate the need for a price increase, an extension in time required to complete the work outlined herein or any other reasonable and necessary charges, terms, conditions, equipment or the like as so required to execute the Change Order.

13. **SUPPLEMENT OF MANUFACTURING** Any request or event or otherwise required by Buyer to delay, suspend, cancel or otherwise impede the manufacture, delivery and/or installation of said sign product, parts or services, for any reason or occurrence out of the control of Seller, then Buyer may be liable for the full contract price of any amount remaining and due to Seller, furthermore, upon such request, Buyer shall be solely responsible for storage charges and any increases in labor and/or material costs incurred by Seller in the manufacturing process. Buyer's failure to comply with the provision will be deemed and continued as an anticipatory breach of this Agreement. In the event Buyer complies with the foregoing, Seller will complete the manufacturing, delivery and/or installation within a reasonable period of time upon reasonable request of Buyer.

14. **SECURITY INTEREST** Buyer grants Seller a SECURITY INTEREST in the sign product, parts and/or services until all obligations to Seller, hereunder are fully paid. Seller may file and record this Agreement as a Financing Statement under Chapter 400 of the Missouri Uniform

Commercial Code Section 400.9-521, in addition to any other permitted standard or nonstandard forms. If Buyer shall not pay as agreed to herein, Seller (or Seller's agents or representatives) shall have the right, and will be defended by Buyer, and is hereby authorized and empowered to take and resume possession of and remove into Seller's possession, with or without process of law, the sign product, parts or services and all other property described herein, wherever found, and remove and sell the same at either public or private sale, or by any other viable method, as deemed solely by Seller, at such time and place as Seller shall choose, and as allowed by law. Seller shall apply the proceeds of such sale as a credit upon the obligations of Buyer hereunder. In such event, Seller is entitled to recover all expenses of sale, including any reasonable attorney's fees necessary in handling the matter, without prejudice to Seller to the further enforcement of all balance of such obligation due Seller by Buyer, or expenses remaining due from such sale. In the event the proceeds of such sale exceed the balance of Buyer obligation to Seller and the expenses of such sale, Seller shall forward any such excess to Buyer. Buyer shall not use said sign products as to lessen the value of Seller's SECURITY INTEREST or impede the operation of said sign product, and in the event the sign product is damaged through the infraction and/or willful negligence of Buyer, Buyer's customers, its agents or employees, contractor or third parties, or by wind, hail, earthquake, fire, war, terrorism, hurricane, flood, labor dispute, vandalism, acts of God or acts of nature, Buyer agrees to pay for the necessary expenses to replace said sign product, parts or services in operable condition. After delivery and/or installation, whenever a contracted for, in the event the sign product is lost, stolen, destroyed, or otherwise impaired, Buyer shall remain liable to Seller for all amounts hereunder. UNLESS BUYER'S OBLIGATIONS TO SELLER ARE FULLY SATISFIED HEREUNDER, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER WHETHER THE SAME IS ATTACHED BY ANY MANNER TO THE REALTY OR NOT. SAID PROPERTY SHALL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REALTY, BECOME OR BE DEEMED A FUTURE OR APPURTENANCE TO SUCH REALTY, or transfer, renewal, extension, or assignment of the Agreement or of any interest hereunder, and no loss, damage or destruction shall release Buyer or any Guarantor from the obligations assumed hereunder. During all times in which Buyer is obligated for any amounts to Seller hereunder, Buyer shall keep said property free from all liens and other encumbrances, and any sum of money that may be paid by Seller to release any liens or encumbrances shall be paid on demand by Buyer in addition to the obligations secured hereunder.

14. WAIVER OF CONSUMER RIGHTS

15. **DELIVERY AND PERFORMANCE** Seller shall not be held responsible for, and the period of time required for completion of any project or maintenance or repairs, shall be held during any time when Seller is delayed or prevented from completing the obligations hereunder because of strikes, equipment breakdowns, fire, war, terrorism, labor disputes, commercial delays, acts of God/nature, regulations or restrictions of any government entity or public authority, or any accidents or local, conditions or circumstances beyond Seller's control, and Seller shall not be liable for any loss whatsoever suffered by Buyer, directly or indirectly, as a result of any such events or occurrences. Buyer agrees to examine and inspect all installations, repairs, and maintenance, and within ten (10) days, notify Seller in writing of any complaints about work performed under this Agreement. The failure of Buyer to give such written notice shall constitute acceptance of the work performed. The provisions of the paragraph shall not be limited by any provision in which it is made of the essence. Notwithstanding anything in this Agreement to the contrary, if at any time prior to completion of this Agreement Seller's prospects for payment are, in Seller's sole discretion, impaired, Seller may require payment in advance before permitting delivery or any installation or services hereunder, and may demand Buyer's immediate performance of Buyer's obligations hereunder. Seller requested by Seller, Buyer shall furnish evidence, satisfactory to Seller, prior to commencement of Seller's work hereunder or at any time thereafter. All sufficient funds are available and committed to pay the full amount owing to Buyer under the Agreement.

16. **STATE OF JURISDICTION/SEVERABILITY/MISCELLANEOUS** All representatives of Seller are stipulated and specified in this Agreement. No modifications hereto shall be valid unless made in writing AND agreed to, AND signed by both Seller and Buyer. No waiver by either party hereto shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition, or obligation hereunder. It is agreed by both parties hereto that venue of any action arising under the Agreement shall be in Greene County, Missouri and the laws of the State of Missouri shall govern this Agreement. Should any part of this Agreement contravene public policy or laws of the jurisdiction in which it is sought to enforce the same, then such part shall be considered null and void and have no force and effect, and the balance of the terms and conditions of this Agreement shall remain valid and in full force and effect. Buyer expressly grants Seller the right to use photographs, drawings or other replicas of the sign product specified herein in its brochures, pamphlets, displays, sales documents or other advertising or promotional material in its ordinary course of business of Seller. Seller may place on the sign product its name, telephone number and location of such information, as shall be determined by Seller and solely by the Seller. Buyer agrees that Buyer is purchasing said sign product for business or commercial purposes or use and not for personal family or household use, or purposes. In regard to payment of any amount due hereunder, time is of the essence.

City of Fairhope

Board of Adjustments

January 23, 2025



BOA 25.03 - Sweet Home Chiropractic



Project Name:

Sweet Home Chiropractic

Site Data:

0.20 acres

Project Type:

to allow for a professional medical office

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-2 General Business District

PPIN Number:

64923

General Location:

Southeast corner of the intersection of Equality Street and Bancroft Street

Surveyor of Record:

N/A

Engineer of Record:

N/A

Owner / Developer:

Tim Hogan

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved

Prepared by:

Mike Jeffries



APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: ☒ Administrative Appeal ☐ Special Exception ☐ Variance

Property Owner / Leaseholder Information

Name: Tim Hagan Phone Number: 251-233-6949
 Street Address: 13971 George Younce rd
 City: Foley State: AL Zip: 36535

Applicant / Agent Information

If different from above.

Notarized letter from property owner is required if an agent is used for representation.

Name: Sweet Home Chiropractic Phone Number: 251-407-6486
 Street Address: Functional Medicine LLC
 City: Foley State: AL Zip: 36536

Site Plan with Existing Conditions Attached: YES NO
 Site Plan with Proposed Conditions Attached: YES NO
 Variance Request Information Complete: YES NO
 Names and Address of all Real Property Owners
 within 300 Feet of Above Described Property Attached: YES NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Timothy Hagan
 Property Owner/Leaseholder Printed Name
12/09/24
 Date

Signature

Lee Turner
 Fairhope Single Tax Corp. (If Applicable)

Lee Turner, President FSTC



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- | | | |
|--------------------------------------|------------------------------------|--|
| ☐ Too Narrow | ☐ Elevation | ☐ Soil |
| ☐ Too Small | ☐ Slope | ☐ Subsurface |
| ☐ Too Shallow | ☐ Shape | ☐ Other (specify) |
- N/A

Describe the indicated conditions: _____

How do the above indicated characteristics preclude reasonable use of your land?

What type of variance are you requesting (be as specific as possible)?

Permission to operate a medical clinic performing
chiropractic, acupuncture, and functional medicine

Hardship (taken from Code of Alabama 1975 Section 11-52-80):

"To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:		
	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL: \$		

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Timothy Hogan
 Property Owner/Leaseholder Printed Name

12/9/24
 Date

Signature

Lee Turner
 Fairhope Single Tax Corp. (If Applicable)

Lee Turner, President FSTC

Daily Use Plan at 68 N Bancroft

The property will be used to conduct chiropractic adjustments, functional medicine consultations and neuro emotional therapy sessions. The two approximately 12x12 rooms will be used one at a time, with patient schedules not overlapping. We plan to see only 5 people per day using on-street parking.

The property has a communal waiting room area with a bathroom. The other offices on site are a lawyer, an artist, and a musician who does private lessons.

Summary of Request:

The Applicant, Sweet Home Chiropractic, on behalf of the Owner, Tim Hogan, is requesting a Special Exception – Use Not Accounted For, to allow for a professional medical office on property located at 68 N Bancroft. The property is zoned B-2 General Business District. The current building contains a lawyers office, musicians room, and artist studio. The business has been operating in this location for several years without a business license.

Comments:

The City of Fairhope Zoning Ordinance defines a Special Exception as follows:

Special Exception: Permission granted by the Board of Adjustment for a use indicated in this ordinance as a use limited to a special exception procedure, subject to conditions specified in this ordinance and any conditions the Board deems necessary to ensure that community interests are furthered by permission of the use.

The review criteria for a use appeal is as follows:

Article II. Section C.e(2)

Any other application to the Board shall be reviewed under the following criteria and relief granted only upon the concurring vote of four Board members:

(a) Compliance with the Comprehensive Plan:

Response: Complies

(b) Compliance with any other approved planning document;

Response: Complies

(c) Compliance with the standards, goals, and intent of this ordinance;

Response: Complies

(d) The character of the surrounding property, including any pending development activity;

Response: The adjacent properties are zoned B-2 as well and provide for a mixture of uses.

(e) Adequacy of public infrastructure to support the proposed development;

Response: No issues noted.

(f) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: No issues noted. The site utilizes an existing building.

(g) Compliance with other laws and regulations of the City;

Response: No issues noted.

(h) Compliance with other applicable laws and regulations of other jurisdictions;

Response: No issues noted.

(i) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;

Response: No issues noted.

(j) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: No issues noted.

(k) Overall benefit to the community;

Response: The use proposed will provide a medical clinic service for the community.

(l) Compliance with sound planning principles;

Response: No issues noted.

(m) Compliance with the terms and conditions of any zoning approval; and

Response: No issues noted.

(n) Any other matter relating to the health, safety, and welfare of the community.

Response: No issues noted.

Staff Recommendation:

Staff recommends **APPROVAL** of the appeal for clinic use for the site known as Sweet Home Chiropractic.

Measurements are approximate. Sweet Home 1 and Sweet Home 2 are the rooms we have leased.



LEASE RENEWAL AGREEMENT

STATE OF ALABAMA
CITY OF

This agreement made this 1st day of June, 2022, between
Cynthia Scardamalia-Nelson, hereinafter called
Lessor, and Timothy James Hoban, hereinafter called
Lessee, and for the consideration of One and no/100 (\$1.00) Dollars, cash, to each
party in hand paid by the other, the receipt whereof is hereby acknowledged, and
other good and valuable considerations, Lessor and Lessee do hereby contract,
covenant and agree, as follows:

1. That heretofore, the undersigned parties executed a lease dated 10-5-2020
As extended and/or amended by instrument(s) dated and which such
lease is by reference incorporated herein and made a part hereof.
2. Said lease covers premises known and described as:
Section 3 Building C 68 N. Bencoff
in the City of Fairhope, County of Baldwin, State of
Alabama.
3. Lessor and Lessee do hereby renew said lease on the above described
Premises for an additional term of Two (2) year
commencing on the 1st day of June, 2022, and
terminating on the 31st day of May, 2024.
4. The annual minimum rental for said renewal term shall be:
\$16,300.00 per year
payable in equal monthly installments of 525.00
in advance on the 1st day of June, 2022, and on
the same day of each succeeding month thereafter during the term of this
lease. Percentage rent, as agreed to in the original lease, if any, shall be
calculated at the same rate as stipulated therein, after crediting against
such percentage of gross sales the annual minimum rental provided for
hereinabove.
5. All other terms, covenants and conditions of the referenced lease are in
full force and effect and shall remain in full force and effect during this
renewal term, except as the foregoing changes and amendments and
except as to the following changes, if any:
Rent may be adjusted according to sustained
increase of utility if that occurs.

IN WITNESS WHEREOF, the Lessor and Lessee have executed these
papers by affixing thereto their respective hands and seals on the date
first above set forth.

BY: [Signature] Lessor
As her: [Signature]
BY: [Signature] Lessee
As her: [Signature]

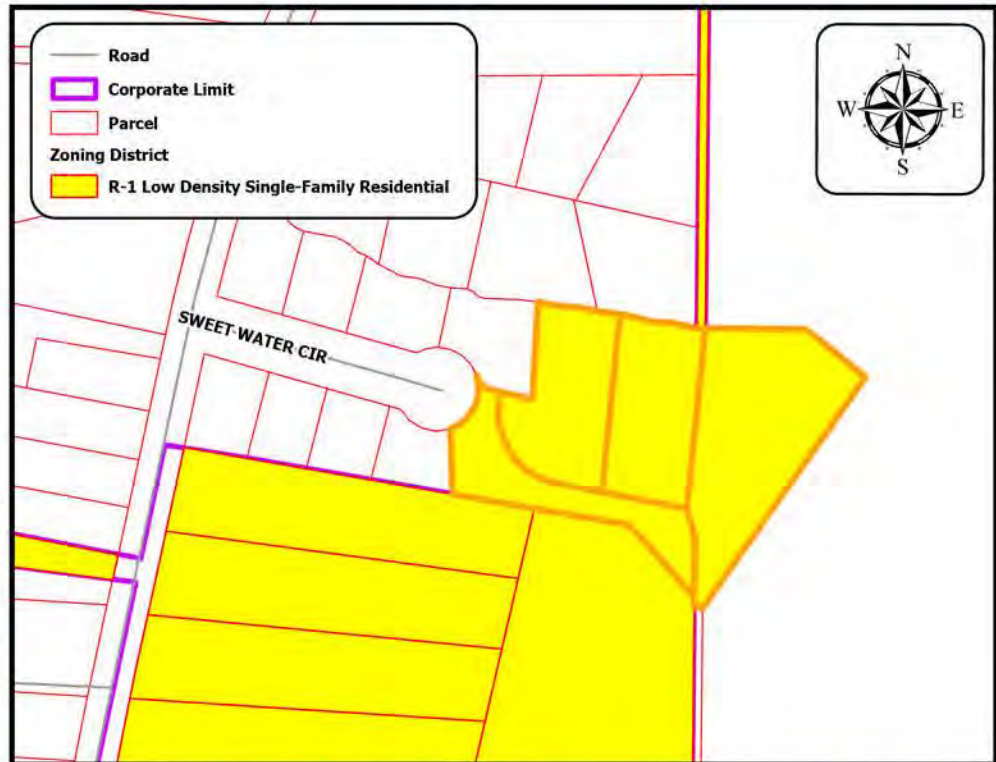
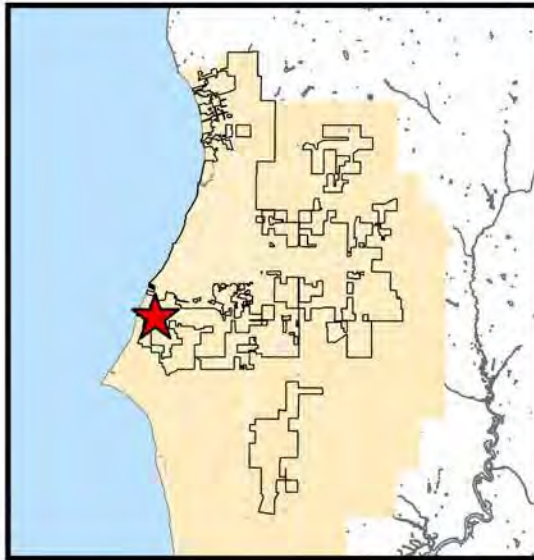
City of Fairhope

Board of Adjustments

January 23, 2025



BOA 25.04 - The Preserve at Sweetwater



Project Name:

The Preserve at Sweetwater

Site Data:

2.06 acres

Project Type:

to operate a restaurant with special exception

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-1 Local Shopping District

PPIN Number:

243332, 281752, 281750, 57219

General Location:

East of Sweet Water Circle cul-de-sac

Surveyor of Record:

Dewberry

Engineer of Record:

Dewberry

Owner / Developer:

Brian Metcalf

School District:

Fairhope Elementary School

Fairhope Middle and High Schools

Recommendation:

Approved w/ Conditions

Prepared by:

Name: Michelle Melton





APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: ☐ Administrative Appeal ☒ Special Exception ☐ Variance

Property Owner / Leaseholder Information

Name: Brian Metcalf Phone Number: 251-432-2600
 Street Address: P.O. Box 2903
 City: Mobile State: AL Zip: 36601

Applicant / Agent Information

If different from above.

Notarized letter from property owner is required if an agent is used for representation.

Name: Cathy Barnette/Dewberry Phone Number: 291-990-9950
 Street Address: 25353 Friendship Road
 City: Daphne State: AL Zip: 36526

Site Plan with Existing Conditions Attached: YES ☐ NO ☒ Undeveloped site
 Site Plan with Proposed Conditions Attached: ☒ YES ☐ NO Informal sketch
 Variance Request Information Complete: YES ☐ NO ☒ N/A
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached: ☒ YES ☐ NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Brian Metcalf
 Property Owner/Leaseholder Printed Name

Cathy Barnette/Dewberry
 Signature

12/9/24
 Date

Fairhope Single Tax Corp. (If Applicable)

BOA 25.04
 RECEIVED
 DEC 09 2024

BY: CB



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- | | | |
|--------------------------------------|------------------------------------|--|
| ☐ Too Narrow | ☐ Elevation | ☐ Soil |
| ☐ Too Small | ☐ Slope | ☐ Subsurface |
| ☐ Too Shallow | ☐ Shape | ☐ Other (specify) |

Describe the indicated conditions: _____

How do the above indicated characteristics preclude reasonable use of your land?

What type of variance are you requesting (be as specific as possible)?

Hardship (taken from Code of Alabama 1975 Section 11-52-80):

"To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:		
	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL: \$		\$520.00

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Brian Metcalf
Property Owner/Leaseholder Printed Name

Cathy [Signature]
Signature

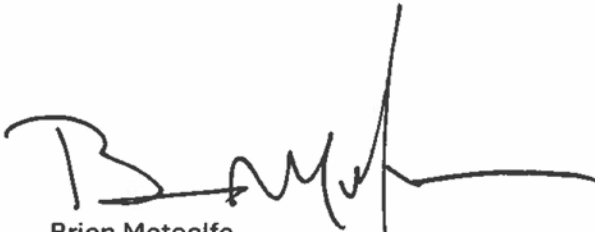
12/9/24
Date

Fairhope Single Tax Corp. (If Applicable)

October 10, 2024

RE: City of Fairhope Zoning Application

As owner Lots 1,2 and 3 of The Preserve at Sweetwater, located in Fairhope AL., that is being presented to the City of Fairhope for re-zoning, I give Cathy Barnette/ Dewberry permission to act as my agent for the process.



Brian Metcalfe

Owner and sole member of Tanglewood Investments LLC

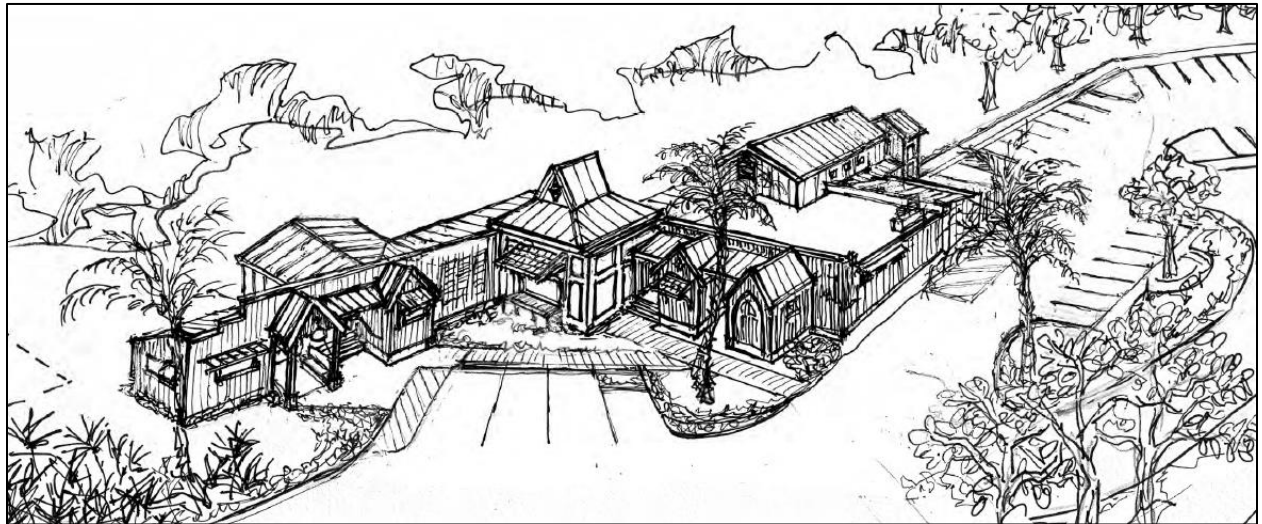
Sworn to and subscribed before me
this 10th day of October, 2024.



Aurelia C. Bryars
Notary Public

Summary of Request:

The applicant, Dewberry, on behalf of Owner, Tanglewood Investments, LLC, is requesting a special exception to allow a restaurant to operate in a B-1 district. The proposed restaurant will be called The Supper Club at Sweetwater Branch and if approved will be located at the terminus of Sweetwater Circle. The property is currently vacant and consists of four (4) parcels.



Comments:

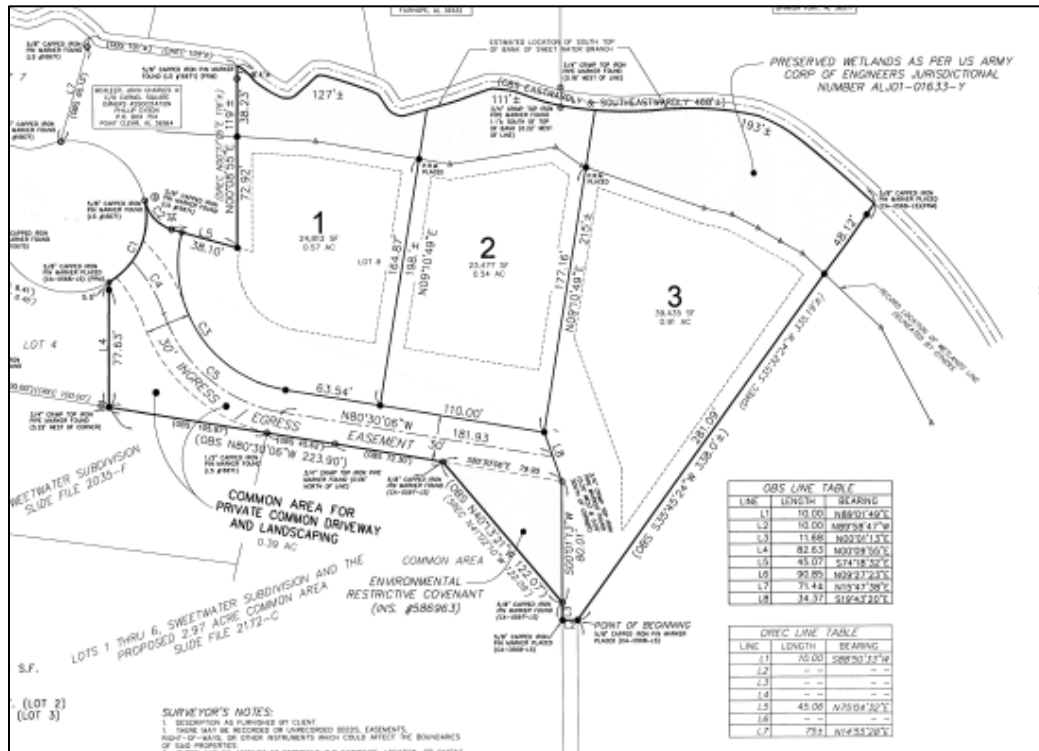
Restaurants in B-1 districts are “permitted only on appeal and subject to special conditions” in the Zoning Ordinance.

B-1 Local Shopping District: This district is intended to provide for limited retail convenience goods and personal service establishments in residential neighborhoods and to encourage the concentration of these uses in one (1) location for each residential neighborhood rather than in scattered sites occupied by individual shops throughout a neighborhood. Restaurants in the B-1 zoning district may be permitted only on appeal to the Board of Adjustments and may be subject to special conditions. Drive thru restaurants shall not be permitted in the B-1 zoning district.

Article II, Section A(4)(d)(2) describes the duty and power of the BOA that is applicable to this case.

- (2) *Special Exceptions* - To hear and decide special exceptions to the terms of this ordinance upon which the board is required to pass under this ordinance.

The Subject Property was annexed into the City on April 24, 2006, via Ordinance No. 1299. A subdivision case followed that created a three (3) lot subdivision with a common area shown below on Slide 2276-F called The Preserve at Sweetwater.



A note on the above plat requires all paving to be pervious sans limestone.

On December 2, 2024, the Planning Commission recommended approval of the request for rezoning from R-1 to B-1 with the following conditions:

- 1) Re-plat combining the four (4) lots memorializing buffers and easements to be recorded with Baldwin County Probate.
- 2) Subject property shall be restricted to restaurant use only subject to approval by the BOA.

Hours of operation will be for dinner only, Wednesday-Sunday from 5-10 p.m. There are 234 seats proposed including outdoor benches where dining will not be provided. There is an ancillary building for storage.

The Subject Property is adjacent to Titi Swamp. Applicant has preserved 36% of the site by protecting existing water features, including Sweetwater Branch, and with buffers. Construction will be at least one (1) foot above known flood levels. The City of Fairhope shall be indemnified from any and all flooding issues on site.

Garbage will be collected by a private vendor. Riviera Utilities can provide electricity. Water, sewer, and gas may be provided by Fairhope Utilities.

The review criteria for this case is as follows:

Article II. Section C.e(2)

Any other application to the Board shall be reviewed under the following criteria and relief granted only upon the concurring vote of four Board members:

(a) Compliance with the Comprehensive Plan:

Response: Complies. South Mobile Street and Sweetwater Circle is a recognized suburban mixed node.

(b) Compliance with any other approved planning document;

Response: Complies.

(c) Compliance with the standards, goals, and intent of this ordinance;

Response: Complies.

(d) The character of the surrounding property, including any pending development activity;

Response: The approach, Sweetwater Circle, is already mostly developed and county zoned B-2. B-2 county zoning allows restaurants. There are two (2) vacant lots before the terminus of Sweetwater Circle.

(e) Adequacy of public infrastructure to support the proposed development;

Response: No issues noted.

(f) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: The site protects wetlands and provides buffers to Sweetwater Branch and Titi Swamp. All structures will be elevated as well to curb flooding.

(g) Compliance with other laws and regulations of the City;

Response: Complies.

(h) Compliance with other applicable laws and regulations of other jurisdictions;

Response: Complies.

(i) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;

Response: No issues noted.

(j) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: No issues noted. Hours of operation differ from the existing businesses.

(k) Overall benefit to the community;

Response: The proposed restaurant is replacing an earlier version of the same establishment near this area, which was complementary to the surrounding community.

(l) Compliance with sound planning principles;

Response: Complies.

(m) Compliance with the terms and conditions of any zoning approval; and

Response: Complies.

(n) Any other matter relating to the health, safety, and welfare of the community.

Response: No issues noted.

Staff Recommendation:

Staff recommends **APPROVAL with conditions** of the appeal to allow a restaurant to operate in B-1 zoning with conditions. This appeal is for restaurant use only. Planning Commission recommended approval of the zoning change to B-1 zoning with the condition that the subject property is used solely as a restaurant. Any other use shall require additional review through the usual processes.

1. City Council approves ZC 24.10 which includes a restaurant as an allowed use.

December 9, 2024

City of Fairhope Planning & Development Services
451 Pecan Ave Ste. 200
Fairhope, AL 36532

RE: Preserve at Sweetwater
Special Exception Narrative

To Whom It May Concern,

Dewberry, on behalf of our client, Brian Metcalf/Tanglewood Investments, LLC, is requesting a Special Exception for a restaurant in B-1 zoning on PIN #s: 57219, 243332, 281752, and 281750. The proposed request is to authorize a restaurant for the Supper Club at Sweetwater Branch. B-1 lists restaurants as permitted in the table of use upon approval by the BOA and subject to special conditions. The granting of the special exception is consistent with the comprehensive plan and compatible with surrounding uses.

The Supper Club was established in 2013 and operated down the road from the proposed site until a fire burned down the facility on July 15, 2024. Hours of operation are dinner only with service Wednesday – Sunday from 5 pm -10 pm.

There are 234 seats proposed including outdoor benches which do not provide dining. All lighting will be compliant with the City of Fairhope height limits of light poles at 10-feet as well as zero-foot candles at property line. A 4' sidewalk will be constructed to connect to existing businesses. Service yard depicted on the plan is for delivery receiving incidental to the kitchen. The storage building houses are an ancillary use to store extra tables, chairs, decorations, tablecloths, etc., as well as provide a staff changing area. All paving will be pervious per requirements set forth in existing subdivision – final details of materials will be provided during the staff review of construction plans.

Applicant understands this area has been inundated and has preserved 36% of the site with wetlands and wetland buffer of this very significant tidal swamp. Furthermore, construction will be elevated at least a foot above flood levels. Owner will indemnify the City of Fairhope for any flooding issues that may befall the site. Wetland buffers have been established and pervious parking is required per prior subdivision plans.

Garbage service will be collected by private service. Water, sewer, gas and power are provided by Fairhope Utilities.

If you have any questions or comments regarding the information contained in this submittal, please advise.

Sincerely,
DEWBERRY

A handwritten signature in blue ink, appearing to read "Brian Metcalf", is written over a light blue rectangular background.

Cathy S. Barnette
Associate

CC: Preserve at Sweetwater
File (50184311)



Scale
1 inch = 40 feet

- all planted areas covered in pine straw
- wetland
- 30' wetland buffer

- * - pine
- o - oak
- x - magnolia
- + - Live oak
- W - Washington's Palm
- SM - Southern Magnolia



Landscape Development Plan
for
the Supper Club
at Sweetwater Branch

Don W Zimlich SLP
Licence #3225-400476

Supper Club - Preliminary Landscape Calculations 12/3/2024

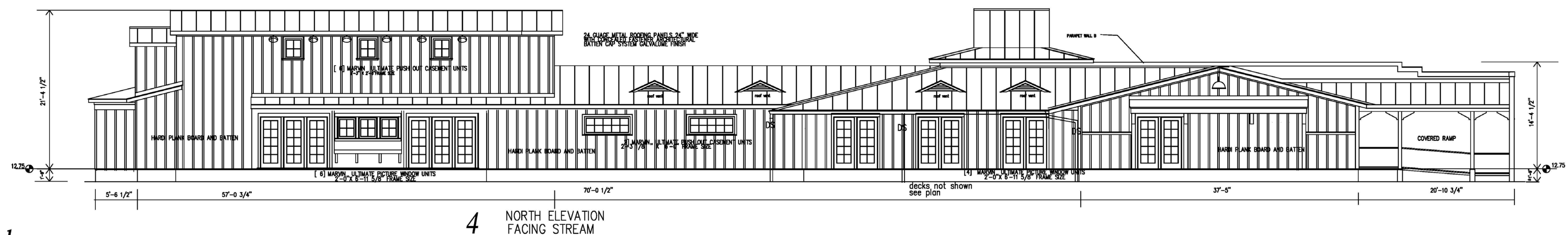
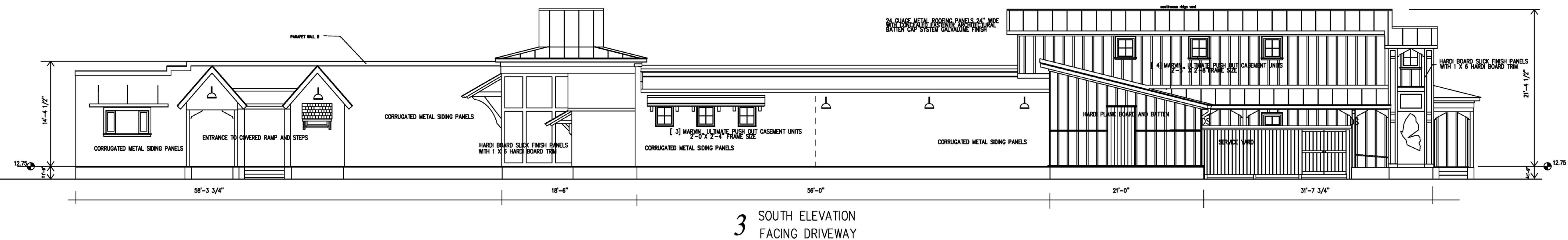
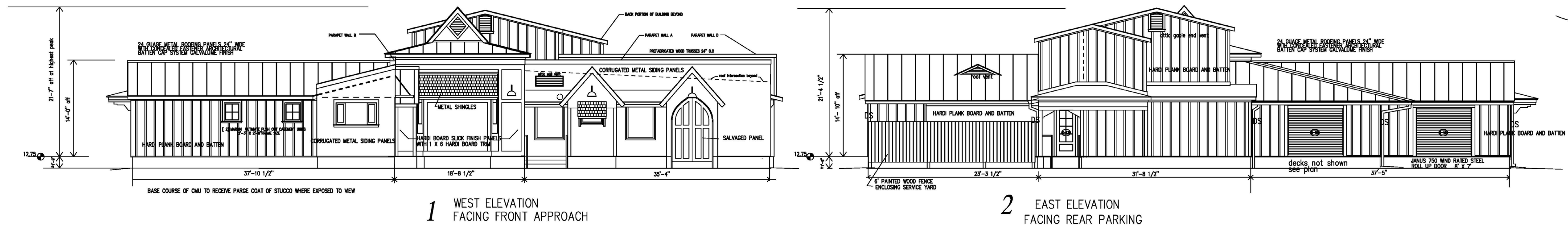
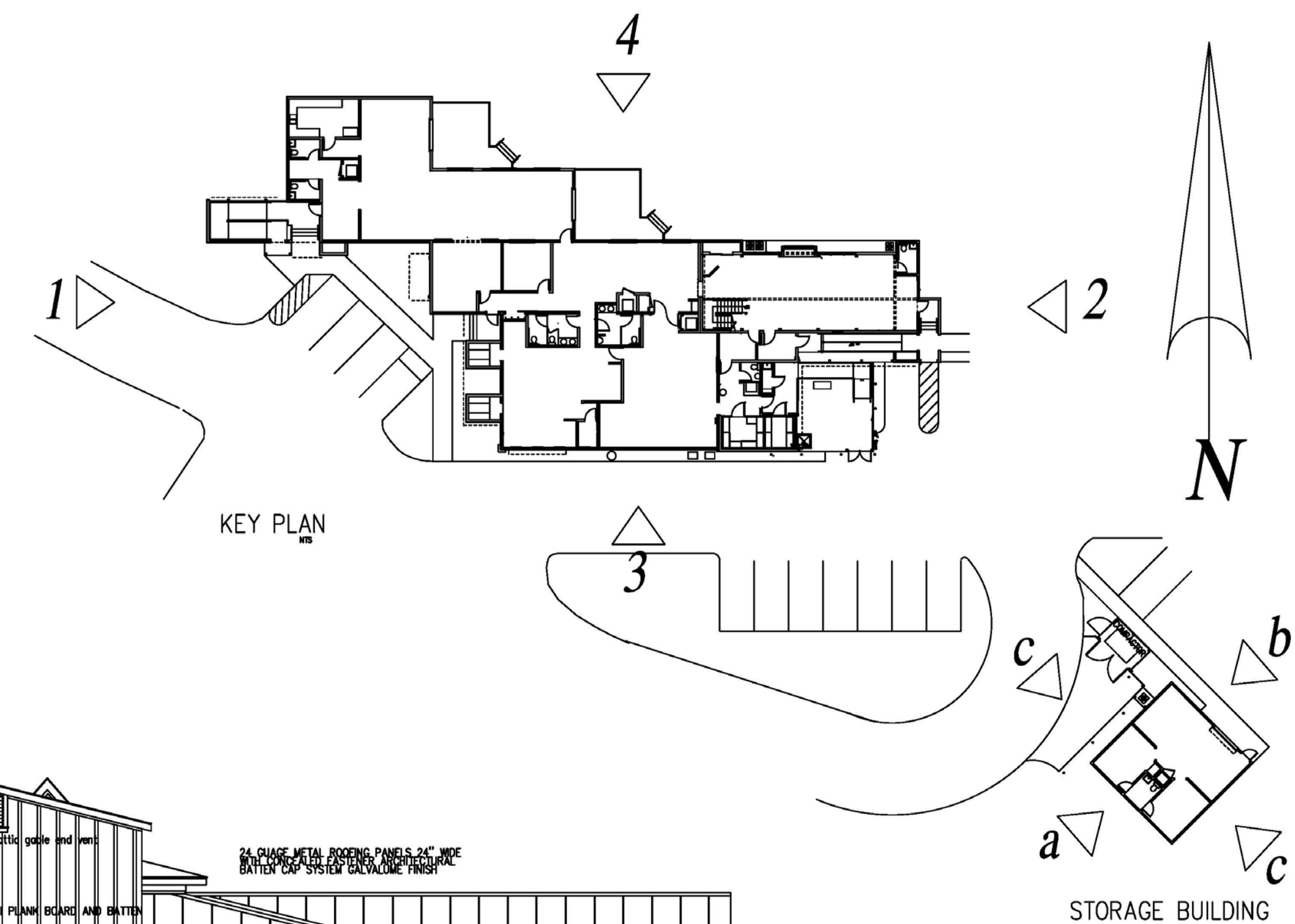
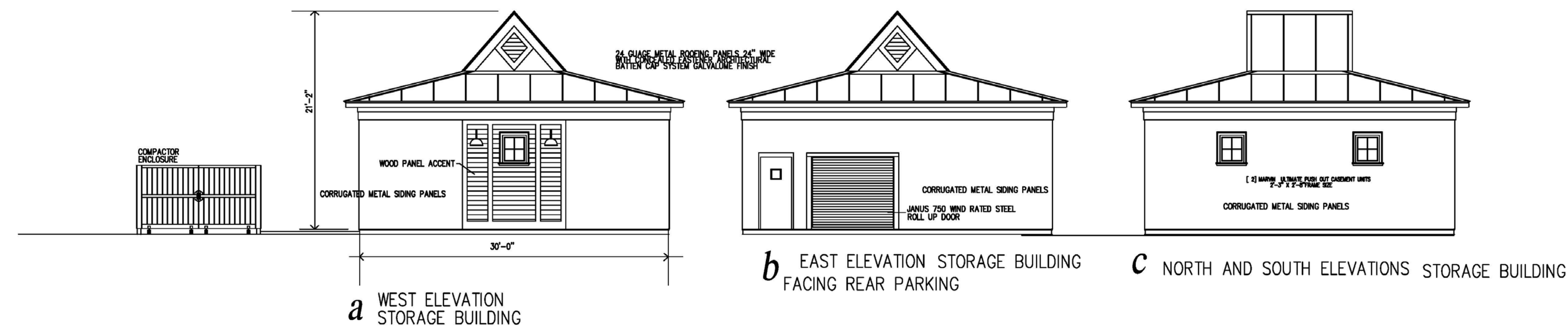
	Perimeter Measured - Feet		Trees required Perimeter /30'	Notes
Frontage - C1 arc	62.86	-----	3	
<u>Total Perimeter N/I Frontage</u>	<u>1,462.62</u>	-----	49	
Total Parking Spaces		41	-----	12/2 layout
Parking Spaces/12		4	-----	
Parking Overstory Tree Required		-----	2	
Parking Understory Trees Required		-----	2	
<u>Total Tree Credits Required</u>		-----	<u>56</u>	
Total Existing Heritage trees		14		
Heritage trees to be removed		9		
Remaining/Saved Heritage trees		5		
Credits from Remaining/Saved Hrtg Trees		-----	13	
Native trees N/I Heritage trees - credits		-----	25	Estimate from review of 12-3-24 revised tree survey
New overstory trees		-----	16	12 Live Oak, 1 Magnolia, 3 Wash. Palms - DZ design
New understory trees		-----	15	6 American Holly, 6 Smoke trees, 3 Bay Magnolia
<u>Total tree credits and new trees</u>		-----	<u>69</u>	

Landscape area calculations

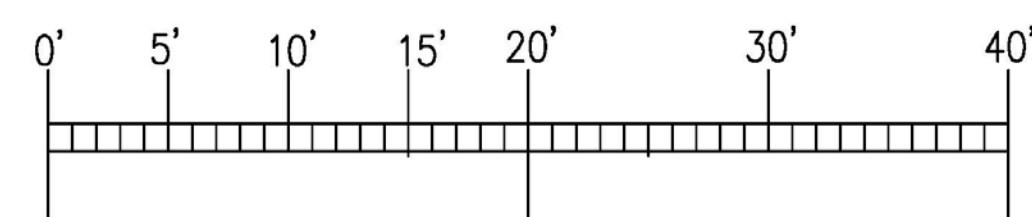
	Acres	SF
Lot 1	0.57	24,829
Lot 2	0.54	23,522
Lot 3	0.86	37,462
Common Area	0.39	16,988
<u>Total area</u>	<u>2.36</u>	<u>102,802</u>

	SF	Percent of Total Area
Delineated Wetlands	20,806	20.2%
20' Wetlands Buffer	8,757	8.5%
10' Wetlands Buffer	4,185	4.1%
Environmental Restrictive Covenant	3,233	3.1%
<u>Total Area - Wetlands and Buffers</u>	<u>36,981</u>	<u>36.0%</u>

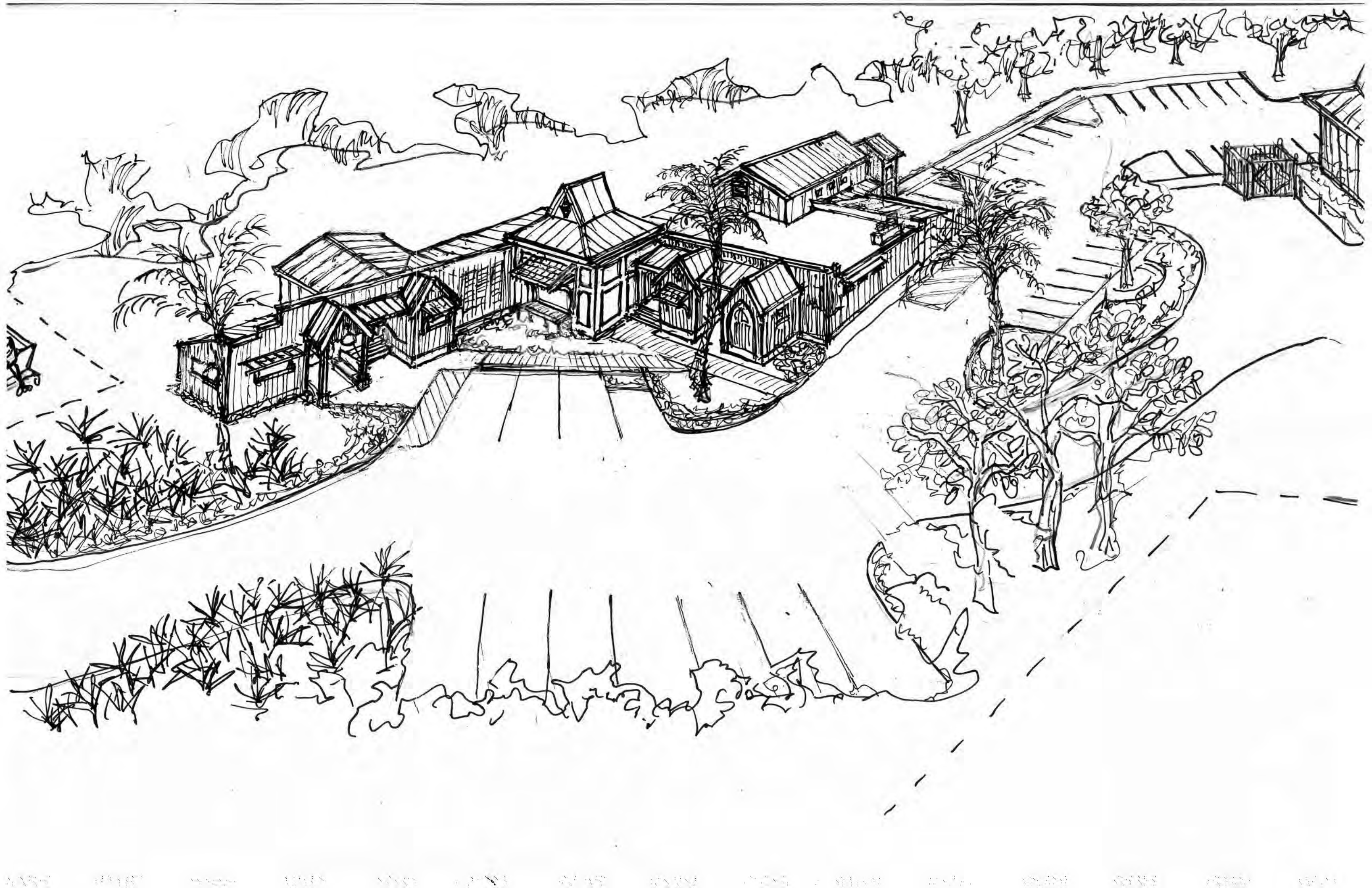
	SF
Minimum landscape area - 20% of total	20,560
Frontage landscape area - 60% of minimum	12,336



proposed
SUPPER CLUB RESTAURANT
SWEETWATER BRANCH



A-4
 ELEVATIONS
 DECEMBER, 2024



FELLERSHIP OAKS, LLC
19195 SCENIC HWY 98
FAIRHOPE, AL 36532
PARCEL #05-45-06-24-4-000-038.002

FELLERSHIP OAKS, LLC
19195 SCENIC HWY 98
FAIRHOPE, AL 36532
PARCEL #05-45-06-24-4-000-038.003

BRELAND, CHARLES K JR
PO BOX 1142
POINT CLEAR, AL 36564
PARCEL #05-46-04-19-3-000-017.000

MACLEER, JOHN CHARLES III ETAL
PO BOX 822
POINT CLEAR, AL 36564
PARCEL #05-45-06-24-4-000-037.008

LITTLETON, ROBERT E JR
PO BOX 2141
FAIRHOPE, AL 36533
PARCEL #05-46-06-24-4-000-037.003

OUTLAW, JAMES M JR ETAL
OUTLAW, DONNA W
19096 SCENIC HWY 98
FAIRHOPE, AL 36532
PARCEL #05-46-06-24-4-000-035.001

CLEARWATER PROPERTIES INC
PO BOX 1311
POINT CLEAR, AL 36564
PARCEL #05-45-06-24-4-000-035.000

OSPREY, PUNKT LOSCHEN, LLC
PO BOX 1142 POINT CLEAR, AL 36564
PARCEL #05-46-04-19-3-000-017.003

17.5 MINIMUM
BUFFER
IN PLACE

NOTE PAVING TO BE
PERVIOUS - MATERIALS
TO BE SPECIFIED
BY CIVIL ENGINEER
WITH DRAINAGE CALCULATIONS

BRELAND, CHARLES K JR
PO BOX 1142
POINT CLEAR, AL 36564
PARCEL #05-46-04-19-3-000-017.000

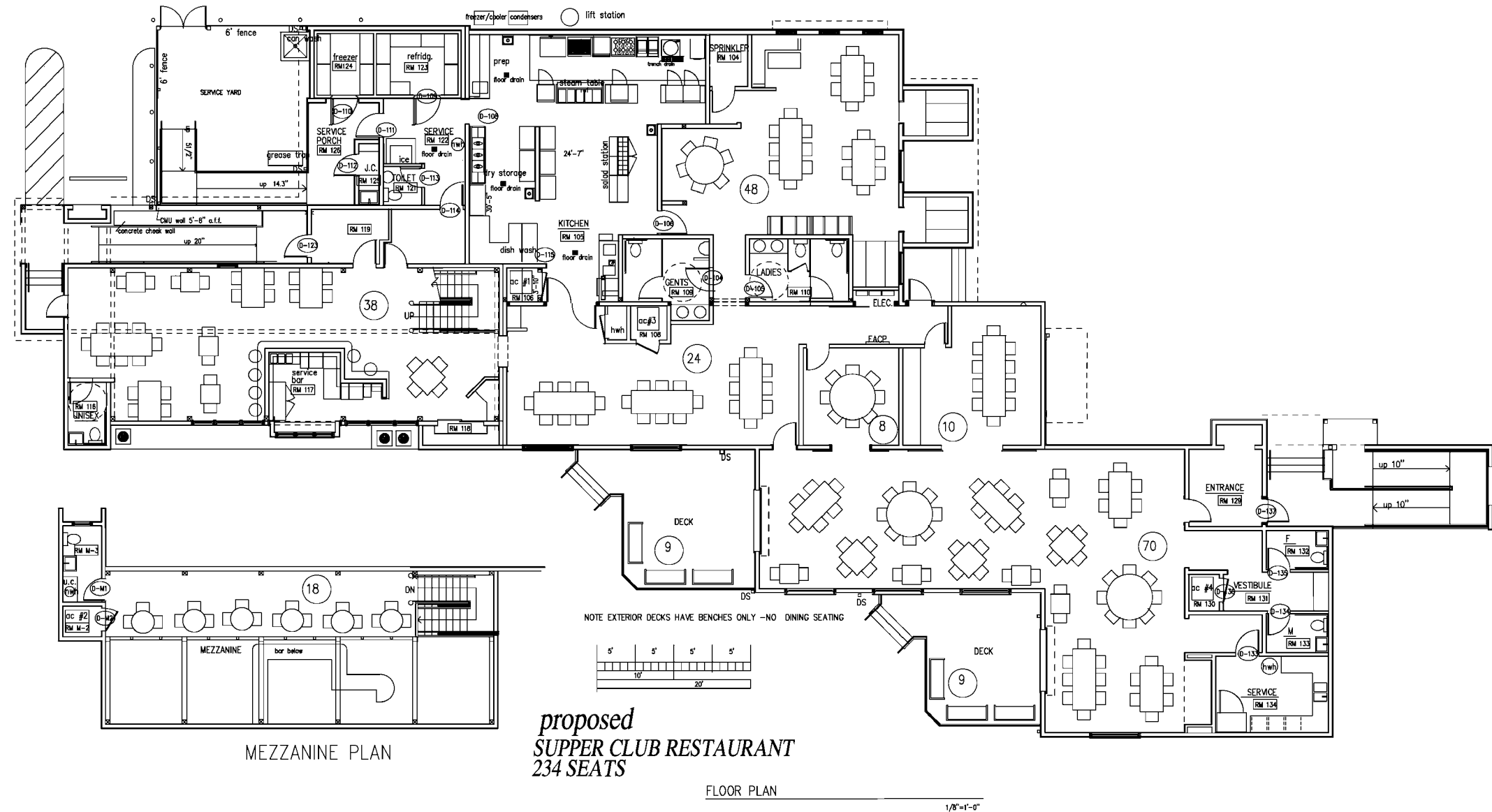
3 HC. 10x20 GARAGE
(30%) 1G Comp 8x15
4+ 22 Full 10x20

B-2 ↔ R-1 10' LANDSCAPED BUFFER

PRESERVE AT SWEETWATER SWEETWATER CIR, FAIRHOPE, AL 36532

1"=20'

0 5 10 20 40 80



1 SPACE per 4 SEATS for first 52 =13
 1 SPACE per 6 SEATS for remaining 182= 31
 TOTAL SPACES REQUIRED = 44

seating plan
 DECEMBER, 2024



Fairhope Water Utility

Hydrant Flow Test

Date: October 30, 2024

Time: 12:01 PM

Flow Hydrant

Hydrant Location Sweet Water Circle (+30.50299, -87.920092)

Latitude: 30.502990

Longitude: -87.920092

Size of Water Main (Inches) 6

Type of Material: PVC

Pitot PSI 40

Outlet Diameter (in): 2.5

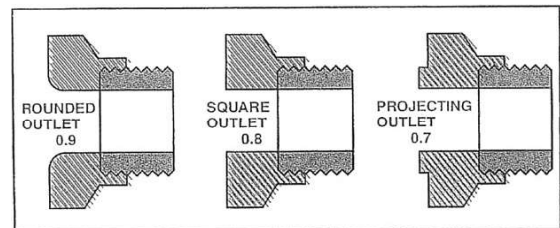
Number of Outlets Flowing 1

C factors for outlets of less than 4-inches in size and type are given below.

Outlet less than 4" in size, smooth and rounded:	0.90
Outlet less than 4" in size, square and sharp:	0.80
Outlet less than 4" in size, projecting:	0.70

Select Appropriate C Value:

0.9



Calculated Flow (Q) 1061.22 GPM

Flow Hydrant

Hydrant Location Sweet Water Circle (+30.503437, -87.920888)

Latitude: 30.503437

Longitude: -87.920888

Size of Water Main (Inches) 6

Type of Material: PVC

Static Pressure (PSI) 92

Residual Pressure (PSI) 48

Calculated Fire Flow @ 20 PSI (AFF): 1384.53 GPM

Signatures:

Operator: Micheal C. Johnson

Richard D.

Johnson, PE

Digitally signed by
Richard D. Johnson, PE

Date: 2024.11.18

09:52:08 -06'00'

Engineer of Record:



October 16, 2024

Kiersten Cavender
Dewberry Engineering

RE: Service Availability – Lots 1-3 – Preserve at Sweetwater Subdivision

Dear Ms. Cavender,

This letter is in response to your request for information on the availability of service at the above location by AT&T.

This letter acknowledges that the above referenced property is located in an area served by AT&T. Any service arrangements for this location will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to this location.

Please contact me at the phone number included in this letter with any questions.

Thank you for contacting AT&T.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade Mitchell".

Wade Mitchell
Senior – OSP Design Engineer
AT&T Alabama
2155 Old Shell Rd
Mobile, Alabama 36607
Gulf District/ Mobile Office



RIVIERA UTILITIES

413 East Laurel Avenue - Foley, AL 36535
Phone (251) 943-5001

10/17/2024

Kiersten Cavender
Dewberry
25353 Friendship Road
Daphne, AL 36526

RE: Preserve at Sweetwater

This letter is to confirm based on the site plan received; Riviera Utilities is willing and able to provide electric service to above referenced property.

Riviera Utilities requires a 10' easement along all side property lines and a 15' easement along all front and rear property lines. Please ensure all property plats reflect the easements.

Upon final design, Riviera Utilities will provide estimates for service fees and system installation requirements to meet all Riviera specifications. Please contact the following Riviera employees concerning costs and requirements.

Name	Department	Email
Wes Abrams	Electric	wabrams@rivierautilities.com

If you have any questions or comments, contact Riviera Utilities at 251-943-5001.

Thank you,

James Wallace



November 21, 2024

Sherry Sullivan
Mayor

Re: The Supper Club at Sweetwater

Council Members:

Kevin G. Boone
Jay Robinson
Jack Burrell, ACO
Jimmy Conyers
Corey Martin

All Tap fees and System Development Charges (SDC's) will apply, and all necessary infrastructure improvements will be at the developer's expense. This statement of availability remains effective for twelve (12) months from the date of this letter, at which time it shall expire and automatically be withdrawn.

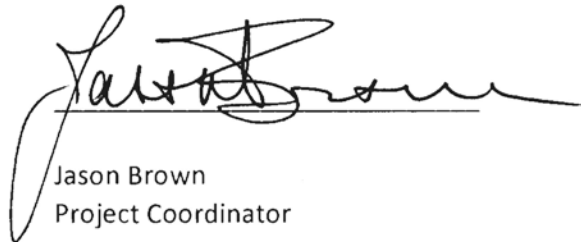
Lisa A. Hanks, MMC
City Clerk

Water: Water service by Fairhope Public Utilities is currently available.

Sewer: Sewer service by Fairhope Public Utilities is currently available.

Kimberly Creech
Treasurer

Sincerely,



Jason Brown
Project Coordinator

161 North Section St.
PO Drawer 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov