



**City of Fairhope  
Planning Commission Agenda  
5:00 PM  
Council Chambers  
April 7, 2025**

Sherry Sullivan  
*Mayor*

*Council Members*

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

Lisa A. Hanks, MMC  
*City Clerk*

Kimberly Creech  
*City Treasurer*

1. Call to Order

2. Consent Agenda

Approval of Minutes - March 6, 2025

**UR 25.06** Request of C-Spire for an 11.52.11 Utility Review and approval of the proposed installation of approximately 47,102 LF of buried fiber cable at 394 Pecan Avenue.

3. Regular Agenda

Old Business

New Business

**A. ZC 25.03** Public hearing to consider the request of the Applicant, Lieb Engineering Company, acting on behalf of the Owners, Deborah Moffett and 50 LLC, is requesting to rezone property from R-1, Low Density Single-Family Residential District to B-1, Local Shopping District. The property is approximately 0.81 acres and is located at 6125 Nelson Drive. **PPIN #: 44034**

4. Adjourn

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

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The Planning Commission met Thursday, March 6, 2025, at 5:00 PM at the City Municipal Complex, 161 N. Section Street in the Council Chambers.

Present: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick; Erik Cortinas; Hunter Simmons, Planning and Zoning Director; Mike Jeffries, Development Services Manager; Michelle Melton, Planner; Chris Williams, City Attorney, and Cindy Beaudreau, Planning Clerk.

Absent: Lee Turner, Rebecca Bryant; Hollie MacKellar; John Worsham

Secretary Beaudreau called the meeting to order at 5:02 PM.

Hunter Simmons, Planning and Zoning Director, introduced Kim McCormick as a new member to the Planning Commission.

With the Chair and Vice-Chair being absent, Secretary Beaudreau requested nominations for a Chair for this meeting.

Harry Kohler made a motion to nominate Paul Fontenot as Chair.

Eric Cortinas seconded the motion and the motion carried unanimously with the following vote:

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

### **Consent Agenda**

- Approval of the Minutes March 6, 2025
- **UR 25.01** Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 4,573 LF of buried fiber cable at 7549 Assunta Court.
- **UR 25.02** Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 3,929 LF of buried fiber cable at 20485 Lowry Drive.
- **UR 25.03** Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 3,953 LF of buried fiber cable at 200 Spring Lake Drive.
- **UR 25.04** Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 3,676 LF of buried fiber cable at 19755 Greeno Road.
- **UR 25.05** Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 9,058 LF of buried fiber cable at 811 Morphy Avenue.

Hunter Simmons, Planning and Zoning Director, shared the information for the Utility Reviews which have the following conditions:

1. The proposed utility construction falls within the corporate limits of the City of Fairhope. **Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.**
2. A pre-construction meeting shall be held with the City prior to issuance of any permits.

3. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
4. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
  - a. An additional right-of-way permit may be required for the potholing procedures.
5. Follow-up activities below required by staff and the applicant:
  - a. Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS Supervisor for inclusion in GIS utility maps.
6. Provide draft door hanger for approval at time of pre-construction.
7. Approved door hangers shall be in place no later than **7 days** prior to construction.
8. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
9. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
10. Applicant shall contact Alabama One Call to locate all existing utilities (750ft max per day).
11. Utilities boxes shall be concentrated near existing boxes.
12. For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

Kevin Boone was concerned with response from AT&T about follow up and completing work. Wade Mitchell, AT&T, speaks with staff weekly to check on issues and suggests reporting issues through the utility staff.

Harry Kohler asked about the phone numbers on the door tags. Mr. Mitchell stated those numbers go directly to the contractor.

Eric Cortinas made a motion to approve the consent agenda including the minutes.

Harry Kohler seconded the motion and the motion carried unanimously with the following vote:

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

Nay: None

### **Old Business**

- No old business

### **New Business**

**A. SD 25.04** Public hearing to consider the request of the Applicant, Sawgrass Consulting, on behalf of the Owner, PCH Hotels and Resorts/RSA, for preliminary plat approval of Battles Trace Phase 9, an 81-lot subdivision. The property is approximately 22.4 acres and is zoned TR – Tourist Resort District. The property is located on the north side of Battles Road, on the east and west sides of Colony Drive. **PPINS #: 5499, 20948, 286294**

Hunter Simmons, Planning and Zoning Director, presented the request of the Applicant, Sawgrass Consulting, on behalf of the Owner, PCH Hotels and Resorts/RSA, for preliminary plat approval of Battles Trace Phase 9, an 81-lot subdivision. The property is approximately 22.4 acres and is zoned TR – Tourist Resort District. The property is located on the north side of Battles Road, on the east and west sides of Colony Drive. Mr. Simmons shared the zoning map, aerial map and additional landscape buffers.

Staff recommends approval of SD 25.04 with the following conditions:

1. Reflect the remaining property as a lot of record as lot # on the plat and show the entire boundary of the property.
2. Add a 20' Undisturbed Buffer to the plat as show on grading plans adjacent to Hill Top Subdivision.

Chairman Fontenot opened the public hearing at 5:21pm.

Jim Ellis, 6902 Petiole Drive, appreciates the modifications made by Sawgrass for landscaping, but shared his concerns about the old fence on Hill Top and would rather the trees not be removed to replace the fence and asked about the process to ensure the 20' buffer is not disturbed during the construction phase.

Steve Cowles, 6878 Petiole Drive, asked if the 20' buffer along the norther property of the Colony is intended to form the boundary of the entire plan or just Phase 9. Mr. Simmons replied that it is only for Phase 9.

Diane Dyer, 829 Geranium, requested an additional buffer and asked for the definition of undisturbed.

Troy Vickers, 248 Cuban Lily Drive, asked if the public hearing could be kept open until after the Engineer has spoken, in case there are more questions. Chris Williams, City Attorney, stated that public hearings are closed after public comments. Mr. Vickers shared his concerns about the wildlife, regional drainage plan, impervious areas causing drainage issues, landscaping for existing homes along the north side of Cuban Lily and being able to plant landscaping along the easement and homeowners being allowed to remove trees on their lot.

Kendall Douglas, 147 Hyacinth, is concerned with traffic turning off Hyacinth going to town and suggested another entrance on Twin Beech Road to help with traffic.

Chairman Fontenot closed the public hearing at 5:45pm.

Hunter Simmons, Planning and Zoning Director, stated that the landscape on Geranium is not an undisturbed buffer and there will be planning on the north side of Geranium and that the wetland delineation is shown on the plans.

Eric Cortinas stated that a mishmash of City/County owned property creates a problem with regional drainage plans.

Tim Lawley, Sawgrass, addressed comments by the public and will work around the trees around the old fence. Mr. Lawley stated that they worked to preserve or improve what was on the Master Plan

shown for Geranium and Cuban Lily. Homeowners will be able to remove trees on their lot, the drainage complies with the Subdivision Regulations. An in-depth traffic study has been done and there will be an entrance on Twin Beech Road in a future phase.

Kevin Boone asked if this must be approved if it meets the regulations. Chris Williams, City Attorney, stated yes.

Harry Kohler made a motion to approve SD 25.04 with staff recommendations.

Eric Cortinas seconded the motion and the motion carried unanimously with the following vote:

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

NAY: None.

**B. SR 24.07** Request of the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Adventure Too, for Site Plan Approval of Staggers Mixed-Use Project. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located on Morphy Avenue west of S. School Street. **PPIN #: 77834**

**C. SD 25.01** Public hearing to consider the request of the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Adventure Too, for Staggers Mixed-Use Project, a 3-unit Multiple Occupancy Project. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located on Morphy Avenue west of S. School Street. **PPIN #: 77834**

Mike Jeffries, Development Services Manager, presented both requests from the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Adventure Too, for Site Plan Approval of SR 24.07 and SD 25.01, a 3-unit Multiple Occupancy of Staggers Mixed-Use Project. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located on Morphy Avenue west of S. School Street.

Staff recommends approval to the City Council of SR 24.07.

Staff recommends approval of SD 25.01.

Chairman Fontenot opened the public hearing for SD 25.01 at 6:00pm.

Carolyn Boothe, 154 S School Street, is concerned with the noise of the air conditioning units, would like a buffer, the dumpsters at the church, and if the existing fence is being torn down and a new fence being constructed, will it be connected properly to keep the vagrants off her property. Hunter Simmons, Planning and Zoning Director, stated that a 10' landscape buffer is required. Mike Jeffries, Development Services Manager, stated that the fence will be 8' along the rear property line, but will not turn the corner.

Blakely Davis, 500 Morphy, asked about the number of units and is concerned with traffic and parking plans. Mr. Simmons replied that this project is in the CBD and will have two on-site parking spaces and is adding two parking spaces.

Chairman Fontenot closed the public hearing at 6:09pm.

Beau Lebatard, Architect, stated that the air conditioning units will be located inside the courtyard with an 8' fence around it. The units will be on top of the building with a 42" parapet wall.

Robert Cummings, Overstreet & Associates, stated that they will build the construction fence prior to the building construction beginning.

Eric Cortinas made a motion to recommend approval of SR 24.07 to City Council and approval of SD 25.01.

Kevin Boone seconded the motion and the motion carried unanimously with the following vote:

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

NAY: None.

**D. ZC 25.02** Public hearing to consider the request of the Applicant, S.E. Civil, on behalf of the Owner, Robert and Renee Taylor and FST Blue Island Owners Association, to amend the Planned Unit Development, known as Hermitage Court. The property is approximately .36 acres and is located at 620 Hermitage Court. **PPIN #: 226992**

Hunter Simmons, Planning and Zoning Director, presented the request of the Applicant, S.E. Civil, on behalf of the Owner, Robert and Renee Taylor and FST Blue Island Owners Association, to amend the Planned Unit Development, known as Hermitage Court. The property is approximately .36 acres and is located at 620 Hermitage Court. Mr. Simmons shared the zoning and aerial maps.

Staff recommends approval of ZC 25.02 to the City Council with the following conditions:

1. Applicant shall submit two (2) bound copies of an updated, complete and accurate Master Development Plan to accompany this PUD modification.
2. Record the Re-plat with the Baldwin County Probate.

Chairman Fontenot opened the public hearing at 6:19, with no one present to speak, the public hearing was closed at 6:19pm.

Aaron Collins, S.E. Civil, stated that the client has closed on the property.

Kevin Boone made a motion to recommend approval of ZC 25.02 to City Council with staff recommendations.

Eric Cortinas seconded the motion and the motion carried unanimously with the following vote:

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

NAY: None.

**E. Resolution 2025-03** Public hearing to consider the request of the City of Fairhope's Planning and Zoning Department to accept Resolution 2025-03 adopting the temporary suspension of consideration of certain residential multiple occupancy project and subdivision applications under the City of Fairhope Subdivision Regulations as set forth in Ordinance 1823.

Hunter Simmons, Planning and Zoning Director presented the request of the City of Fairhope's Planning and Zoning Department to accept Resolution 2025-03 adopting the temporary suspension of consideration of certain residential multiple occupancy project and subdivision applications under the City of Fairhope Subdivision Regulations as set forth in Ordinance 1823.

Staff recommends approval of Resolution 2025-03.

Chairman Fontenot opened the public hearing at 6:21pm, with no one present to speak, the public hearing was closed at 6:21pm.

Eric Cortinas made a motion to approve Resolution 2025-03.

Kevin Boone seconded the motion and the motion carried unanimously with the following vote:

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

NAY: None.

**Adjournment**

Kevin Boone made a motion to adjourn.

AYE: Kevin Boone; Harry Kohler; Paul Fontenot; Kim McCormick and Erik Cortinas

NAY: None.

Adjourned at 6:25pm.

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Lee Turner, Chairman

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Cindy Beaudreau, Secretary

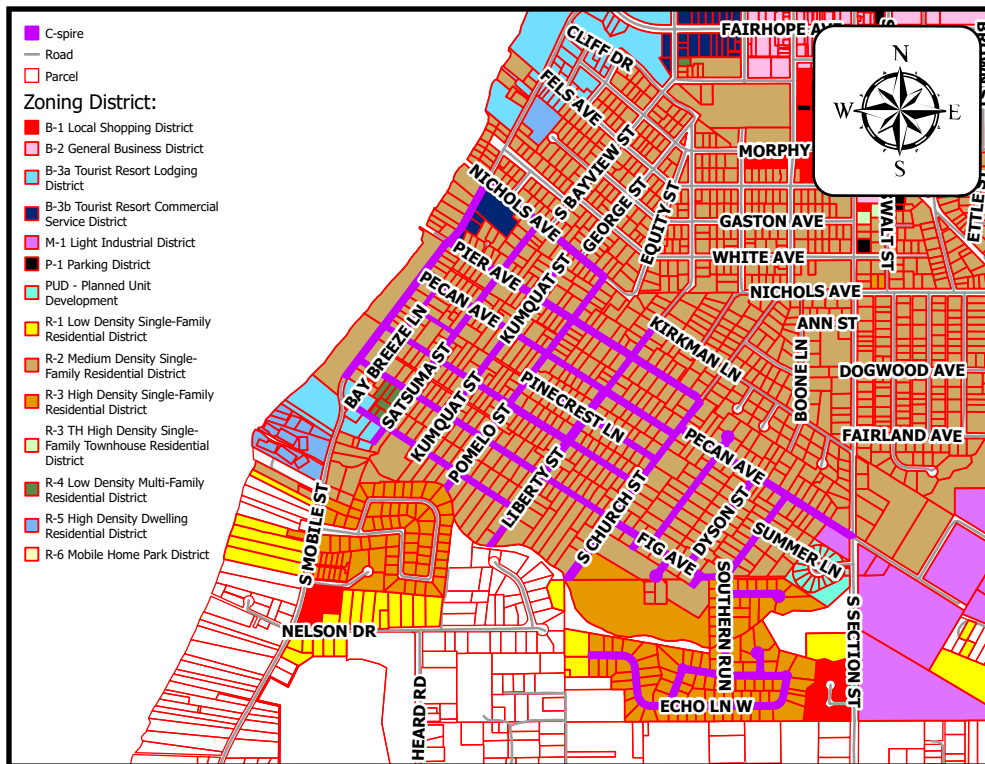
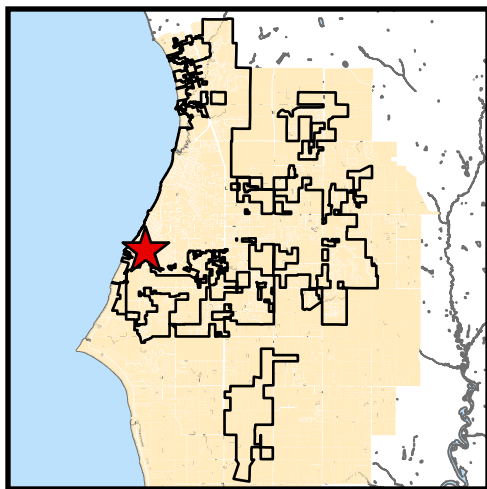


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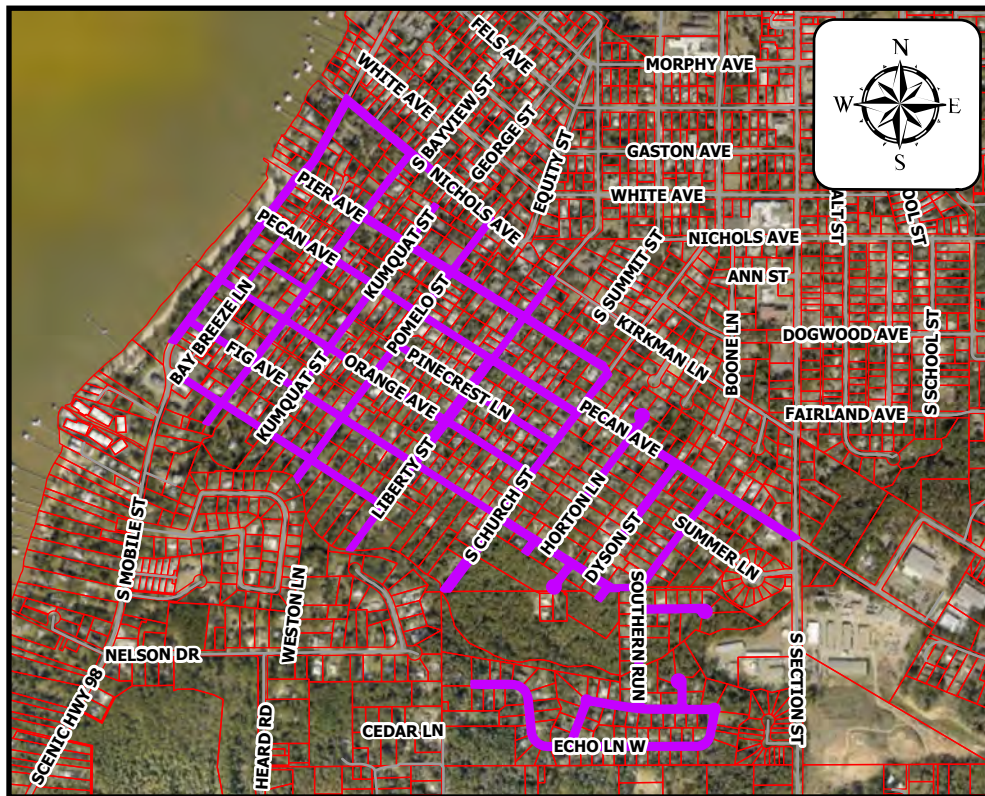
# City of Fairhope Planning Commission April 7, 2025



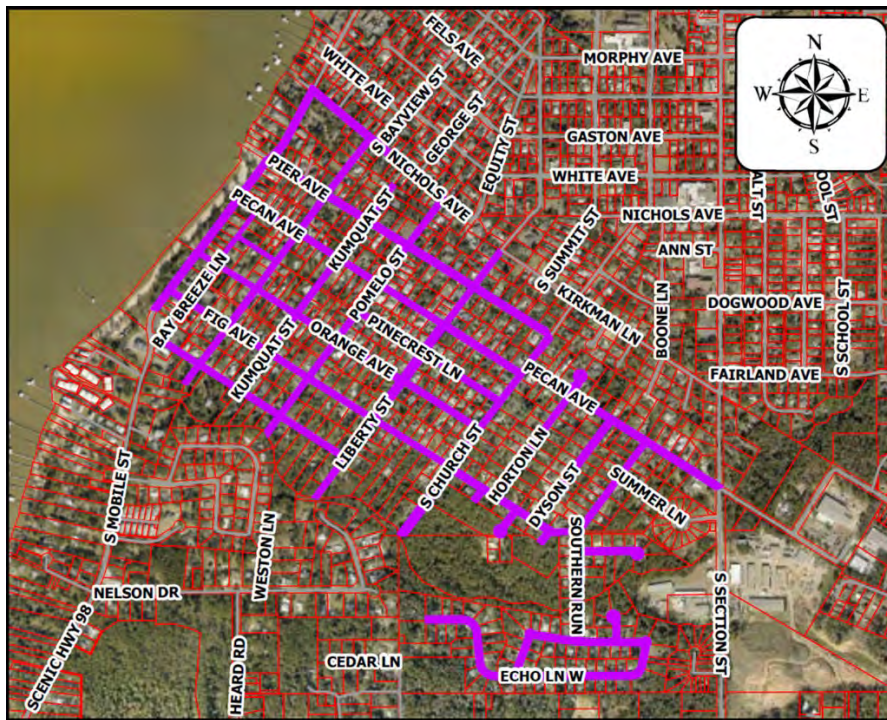
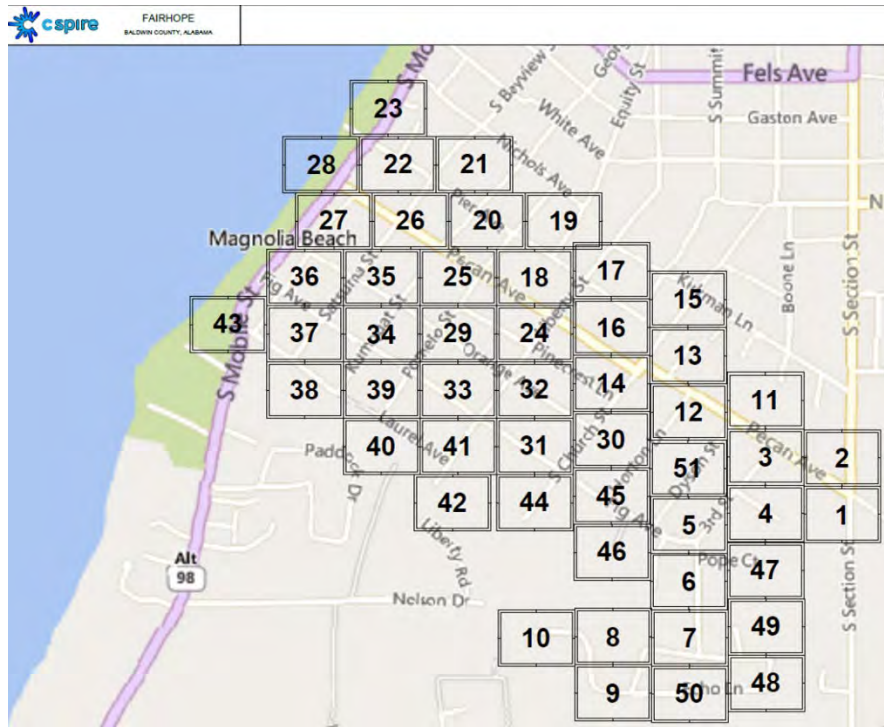
## UR 25.06 - 394 Pecan Avenue - C-spire



<b>Project Name:</b>	394 Pecan Avenue - C-spire
<b>Site Data:</b>	47,102 Linear Footage
<b>Project Type:</b>	Underground Fiber Installation
<b>Jurisdiction:</b>	Fairhope Planning Jurisdiction
<b>Zoning District:</b>	R-2
<b>PPIN Number:</b>	N/A
<b>General Location:</b>	South Mobile Street, Pier Avenue and Pecan Avenue
<b>Surveyor of Record:</b>	N/A
<b>Engineer of Record:</b>	Delta Fiber Engineering
<b>Owner / Developer:</b>	C-Spire
<b>School District:</b>	Fairhope Elementary School Fairhope Middle and High Schools
<b>Recommendation:</b>	Approved w/ Conditions
<b>Prepared by:</b>	Chris Ambron



**Summary of Request:** Request of C-Spire for an 11.52.11 Utility Review and approval of the proposed installation of approximately **47,102 ft directional bore buried fiber** along routes outlined on the below location map.



## **1. Citizen Communication & Notification**

- Provide Door Hangers at pre-construction meetings which shall be approved prior to distribution and work.
- Use of portable A-frame style signage at the entrance and exit of work sites.
- Applicant shall dedicate a Point of Contact to answer citizens questions.

## **2. Permitting, Locating & Phasing**

- Subsurface Utility Engineering may be required for sensitive locations within the city as required by the ROW supervisor.
- An additional right-of-way permit may be required for the potholing procedures needed for SUE.
- A traffic control plan shall be submitted with all permits that affect the flow of traffic.
- No work shall begin until a ROW permit is issued by the City of Fairhope Building Department. Permit not valid until approved and paid for on Citizen Serve online portal.
- The City's ROW inspector is to be notified 24 hours prior to any activity within the ROW. The prior notice applied to all activity within the ROW including but not limited to trenching, boring, concrete placement.
- Hand holes/boxes shall not be allowed to be installed in sidewalks. The applicant shall review the sidewalk plan to determine if there are any conflicts. The applicant shall coordinate with the ROW inspector to resolve any conflicts.
- The applicant shall contact Alabama One Call 811 to locate all existing utilities in the ROW (750 LF maximum daily allocation for COF utility locates per day).
- A phasing plan must be submitted with the permit to alleviate confusion for locating.
- A pre-construction meeting shall be held with the City prior to issuance of any permits.

## **3. Construction**

- A minimum horizontal clearance (separation) of 36" must be maintained from water, sewer, gas, stormwater, and other city utility infrastructure.
- A minimum depth for all telecommunication lines shall be 30".
- Conduit shall match the 811-color code for communication, electric, gas etc. No blue/blue striped conduit is to be used for telecommunications.
- The contractor responsible for \*excavating inside right of way will be required to provide video documentation of the integrity of any sanitary sewer line (including laterals) within 3 feet of work being performed. This can be videoed prior to work being performed if locations, including depths, are clearly established by contractor, and said work is not within 3 ft of sewer mains or laterals within right of way. This does not apply to laterals on private property not "publicly maintained" (Private infrastructure).
- Water, sewer, and gas mains/services must be potholed prior to bore/missile crossings. If street cuts are necessary please contact Right of Way inspector for restoration.
- If sidewalk panels need to be removed, the subgrade must be compacted to the satisfaction of the ROW inspector. Cold patch asphalt shall be used as a temporary walking surface until the permanent repair can be done.
- Sidewalk panels shall be a minimum of 4000 psi and be inspected within 24 hours of pouring concrete. Anything over one sidewalk panel shall be poured via concrete truck (no bag mix allowed).

#### **4. Horticultural**

- Handholes shall not be located within driplines of trees within City property, to include the right of ways, without explicit written permission from the City Horticulturalist.
- Any proposed trenching shall not be within the dripline of trees.
- If within tree dripline, consult the City of Fairhope Horticulturist prior to earth work.
- Trees shall not be negatively impacted.
- Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. The contractor is responsible for any damaged trees.
- Any work done within the critical root zone shall be done to meet or exceed Internal Society Arboriculture (ISA) standards.
- All roots to be removed shall be severed cleanly at the perimeter of the protected radius.
- Protective barriers shall be used for all trees, barricades shall be erected a minimum of 20' from the trunk.

#### **5. Erosion Control**

- Any ROW cuts shall be stabilized (covered) at the end of each day & disturbed areas shall be re-vegetated with sod within ten (10) days of completion of the project. Sod shall be watered to ensure survival.
- Any excess soil shall be removed and disposed of properly. Dumping on private property without approval will not be tolerated.
- Mulch / seed shall only be acceptable as temporary cover.
- Inlets shall be protected. BMPs shall be placed at all affected storm inlets.
- If the site is within 100' of a critical area (wetland, etc.), red soil/clay shall not be allowed as fill material, per the City's Red Clay/Soil Ordinance.
- BMPs shall be installed at boring sites and trench locations.
- Ground conditions in the ROW's shall be returned to original preconstruction condition(s) or better.
- No open trenches shall be allowed. Directional boring shall be used in sensitive areas, such as under roads, in proximity to trees, on finished lots, etc.

#### **6. Project Completion, Punch List Walk, & As Built**

- The applicant shall provide as-built drawings of all installed lines depicting depths.
- Damage to any City's infrastructure (storm, sewer, water, ditches etc. shall be the responsibility of the permittee to repair to city standards at no cost to the city.
- Any damage that occurs needs to be reported to the city as soon as possible.
- Pedestals shall be placed in a manner as to avoid obstructing visibility of motorists and to allow vehicles to exit the roadway during an emergency.

## 7. Staff Recommendation

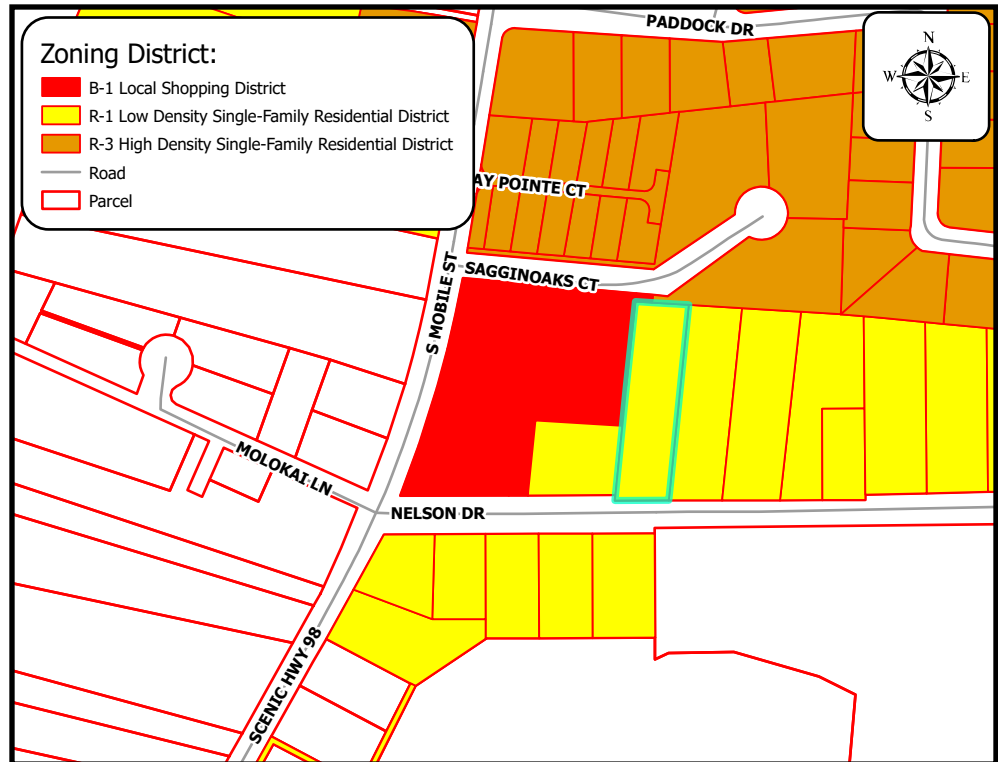
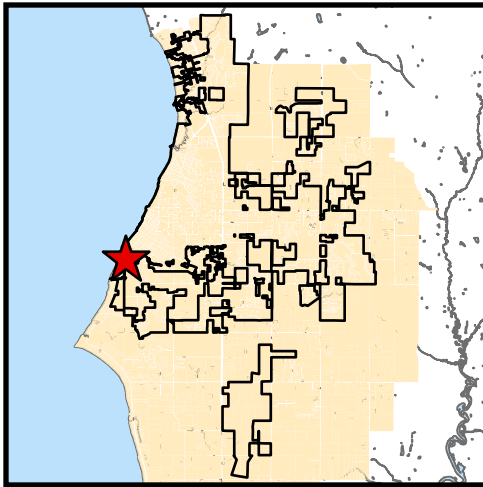
- **The proposed utility construction falls within the corporate limits of the City of Fairhope. Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.**
  - This site shall comply with all State, Federal and local requirements, including, but not limited to the following City of Fairhope Ordinances:
    - i. City of Fairhope Wetland Ordinance (#1370), which regulates activity within 20' of wetlands.
    - ii. City of Fairhope Red Soil & Clay Ordinance (#1423), which prohibits the use of red soil / clay within 100' of critical areas.
    - iii. City of Fairhope Erosion and Sediment Control Ordinance (#1398).
    - iv. Chapter 19 Article VI: ROW Construction and Administration, Ordinance (1754)
    - v. City of Fairhope Tree and Landscape Ordinance (#1444)
  - Staff Recommendation: **Approval with Conditions of UR 25.06**
1. A pre-construction meeting shall be held with the City prior to issuance of any permits.
  2. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
  3. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
    - a. An additional right-of-way permit may be required for the potholing procedures.
  4. Follow-up activities below required by staff and the applicant:
    - a. **Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS technician for inclusion in GIS utility maps.**
  5. Provide draft door hanger for approval at time of pre-construction.
  6. **Approved door hangers shall be in place no later than 7 days prior to construction.**
  7. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
  8. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
  9. Applicant shall contact Alabama One Call to locate all existing utilities (1000ft max per day).
  10. Utilities boxes shall be concentrated near existing boxes.

For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

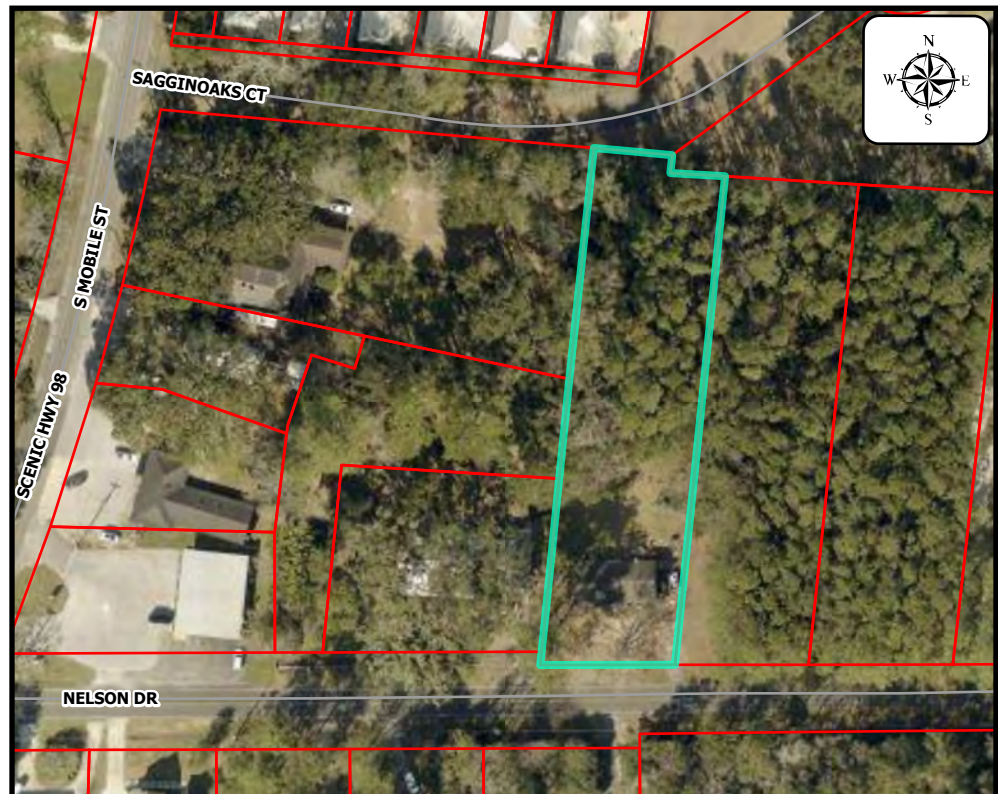
# City of Fairhope Planning Commission April 7, 2025



## ZC 25.03 - Kingfisher



<b><u>Project Name:</u></b>	Kingfisher
<b><u>Site Data:</u></b>	0.83 acres
<b><u>Project Type:</u></b>	Rezone from R-1 to B-1
<b><u>Jurisdiction:</u></b>	Fairhope Planning Jurisdiction
<b><u>Zoning District:</u></b>	R-1
<b><u>PPIN Number:</u></b>	44034
<b><u>General Location:</u></b>	North side of Nelson Road, East of South Mobile Street
<b><u>Surveyor of Record:</u></b>	Lieb Engineering Company
<b><u>Engineer of Record:</u></b>	Lieb Engineering Company
<b><u>Owner / Developer:</u></b>	Deborah Moffett
<b><u>School District:</u></b>	Fairhope Elementary School Fairhope Middle and High Schools
<b><u>Recommendation:</u></b>	Approved w/ Conditions
<b><u>Prepared by:</u></b>	Name : Michelle Melton





### APPLICATION FOR ZONING DISTRICT CHANGE

**Property Owner / Leaseholder Information**

Name: Deborah Moffett Phone Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Applicant / Agent Information**  
If different from above.  
Notarized letter from property owner is required if an agent is used for representation.

Name: Lieb Engineering Company Phone Number: 2519789779  
 Street Address: 1290 Main St Ste E  
 City: Daphne State: AL Zip: 36526

Current Zoning of Property: R-1  
 Proposed Zoning/Use of the Property: B-1  
 Property Address: 6125 Nelson Drive Fairhope AL 36532  
 Parcel Number: 05-46-04-19-3-000-010.000  
 Property Legal Description: 309' X 370.4' IRR COM AT THE NW COR OF SEC 19 RUN E'LY & SE'LY 585'(S) FOR THE PCB, TH RUN SE'LY 369'(S), TH SW 356'(S), TH W 309'(S), TH NE'LY 370.4' TO THE POB IN CITY OF FAIRHOP E  
 Reason for Zoning Change: SEC 19-T6S-R2E (WD/SURVIVORSHIP)  
Add regional shared parking for local businesses

Property Map Attached **YES** NO  
 Metes and Bounds Description Attached **YES** NO  
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. **YES** NO

Character of Improvements to the Property and Approximate Construction Date: \_\_\_\_\_  
Gravel Parking lot to be built with 30+/- parking spaces.  
 Approximate Construction Date 05/01/2025

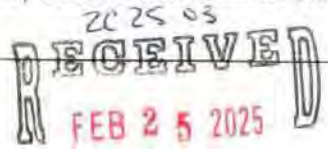
Zoning Fee Calculation:  
 Reference: Ordinance 1269

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.

Deborah Moffett  
 Property Owner/Leaseholder Printed Name

Deborah Moffett  
 Signature

2/25/25  
 Date



\_\_\_\_\_  
 Fairhope Single Tax Corp. (If Applicable)

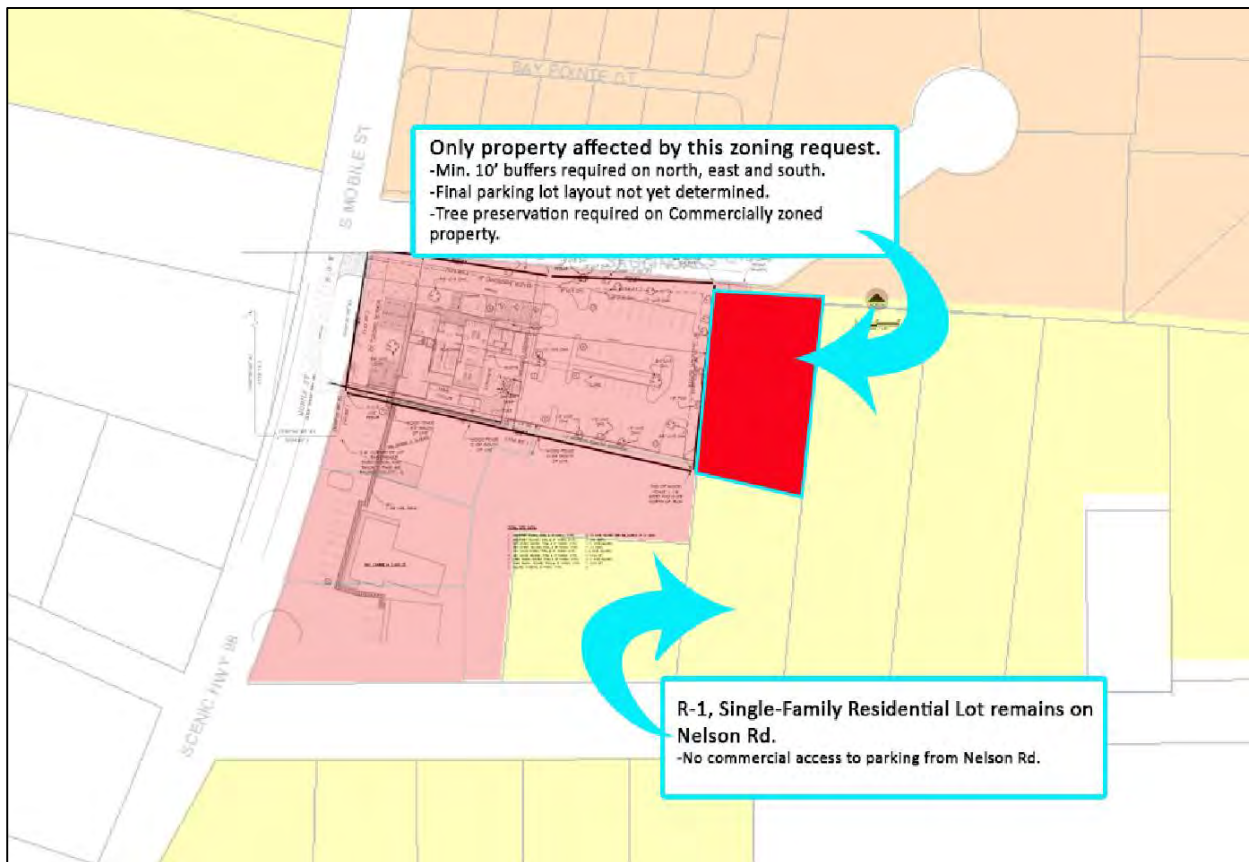
Tyler Hood

BY: CB

**Summary of Request:**

Christopher Lieb is the authorized agent for the case. The owners are Deborah Moffett (PPIN: 44034) and 50 LLC (d/b/a Kingfisher)(PPIN: 61363). Authorized agent requests a portion of the Moffett property after a re-plat be rezoned from R-1, Low Density Single Family Residential District to B-1, Local Shopping District. The property is located at 6125 Nelson Drive. Applicants desire to make the rear of the parcel (“subject property”) “regional shared parking for local businesses” that will eventually be part of the existing Kingfisher property at 805 S. Mobile Street, which is zoned B-1. Kingfisher has a contractual right to purchase the subject property from Deborah Moffett.

**Post Re-Plat Visual**



**Conceptual Plan**



The yellow highlighted area in the above Conceptual Plan illustrates the pedestrian access to/from the proposed additional parking area (in green).

**Comments:**

The parcel currently has a single-family home on it. The subject property connects to the existing Kingfisher B-1 property. Subject property is adjacent to city zoned R-1 and backs up to city zoned R-3, High Density Single-Family Residential District to the north.



There will be incompatible uses adjacent to the subject property upon rezoning to B-1 because it is adjacent to R-1 and R-3 properties; thus, buffers are necessary and not currently noted on the Conceptual Plan.

Citizen Comments for this case state concerns about the current overflow parking situation on Nelson Drive. Parking on Nelson Drive is not a supported or viable solution for overflow parking for the businesses facing S. Mobile Street (Scenic Hwy 98). The goal of this case is to add additional parking for the nearby commercial entities to help relieve the parking burden on surrounding neighbors.

Other comments are about losing the residential neighborhood charm. The landowner of 6125 Nelson Drive lives on the property and the properties due east on Nelson Drive are also residential. The area is identified as a Suburban Mixed-Use Node in the 2024 Comprehensive Plan.



**NE corner of S. Mobile Street and Nelson Drive (existing)**  
– This node includes three one-story buildings with retail uses.

2024 Fairhope Comprehensive Plan (p.44) *See above.*

2024 Fairhope Comprehensive Plan (p.46) *See below.*

### Development Density and Form

This Place Type features a form that teeters between urban and suburban. Because of their nodal form, they tend to be compact with smaller footprint buildings (such as a house converted to a business). Many of the existing nodes have parking between the building and the fronting street; however, the majority of parking should be to the side and rear of buildings. The small scale of buildings can result in a smaller parking requirement. Interconnectivity between adjacent parcels for cars and pedestrians is encouraged to limit trips between adjacent uses forcing more traffic on fronting thoroughfares. Buildings are typically one to two stories.

Planning objectives for these areas include limiting linear sprawling expansion, limiting the scale of buildings, smaller and less signage, more landscaping, pedestrian connectivity between individual buildings and/or developments, fewer and narrower driveways, cross-access between adjoining sites for improved connectivity, less front parking, more parking to the sides and rear of buildings, and encouragement of mixed-use development that is appropriate to an auto-dominant corridor, but more pedestrian-friendly.

### Geographic Form

This Place Type has a nodal form centered at or near an intersection and generally does not expand in a linear fashion.

### Primary Land Uses

Key land uses for Mixed-use Nodes include retail, dining, personal and professional services, and related uses. Ancillary uses include office and small-scale residential.

Since the goal is “regional shared parking for local businesses” the Applicants have consent and participation of the neighboring local businesses that will benefit from the regional shared parking. Applicants have also drafted a Shared Parking Facility Agreement to be executed by all the participating businesses. Said Shared Parking Facility Agreement will need to be accepted by City Council. Draft Shared Parking Facility Agreement is in the packet.

Shared parking is allowed under Article V, Section E(5) in the Zoning Ordinance. *See below.*

#### 5. Shared Parking

In meeting the requirements of Table 4-3 – Parking Schedule, adjacent uses may share parking under the following conditions and standards:

- a. Adjacent landowners shall execute the necessary cross access easements to facilitate shared parking and record all easement documents with the Judge of Probate.
- b. A written agreement for the joint use of parking facilities shall be executed by the parties and approved by the City.
- c. Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different uses (Retail or Service, Office, Civic, or Residential) are located on the same or adjacent lot.
  - (1) When two or more uses located on the same or adjacent lot have distinctly different hours of operation they may qualify for a reduction of required parking. One hundred percent of the required parking may be shared. Required parking shall be based on the use that requires the greatest amount of parking according to Table 4-3 – Parking Schedule.
  - (2) If two or more uses located on the same or adjacent lot have distinctly different peak hours of operation, they may qualify for a reduction of required parking. Fifty percent of the required parking for each use shall be dedicated to only that use, while the other fifty percent may come from a pool of parking spaces shared by any use with distinctly different peak hours of operation.
- d. All shared parking shall be located within reasonable proximity of main entrance of the building.
- e. Direct pedestrian access to and from the building and the parking area is required.

A parking study for the participating businesses was done that points out that not all the participating businesses are currently using their maximum parking allotments.

**TOTAL SITE DATA:**

1. KINGFISHER EXISTING TOTAL # OF PARKING SPOTS:	52 (15 MORE ALLOWED WITH THE ADDITION OF 24 SEATS)
2. KINGFISHER REQUIRED TOTAL # OF PARKING SPOTS:	52 (286 SEATS)
3. TWO SISTERS EXISTING TOTAL # OF PARKING SPOTS:	7 (12 MORE ALLOWED)
4. TWO SISTERS REQUIRED TOTAL # OF PARKING SPOTS:	17 (73 SEATS)
3. BAY CANDLE EXISTING TOTAL # OF PARKING SPOTS:	9 (5 MORE ALLOWED)
4. BAY CANDLE REQUIRED TOTAL # OF PARKING SPOTS:	12 (3,450 SF)
3. CHIVE TALKING EXISTING TOTAL # OF PARKING SPOTS:	13 (0 MORE ALLOWED)
4. CHIVE TALKING REQUIRED TOTAL # OF PARKING SPOTS:	11 (2,950 SF)
5. ALLOWED ADDITIONAL # PARKING SPOTS:	32

As with any request for a zoning map amendment, we must consider the initial desire, as well as how the property may be utilized in the future. Staff are aware of parking constraints in the vicinity and support a Shared Parking Facility Agreement. The Shared Parking Facility Agreement limits the subject property to parking for as long as said Shared Parking Facility Agreement exists. However, conversion of the Kingfisher parcel into a “dry cleaning facility,” which is an available use in B-1, for example, would be a change in use and require appropriate reviews. Other allowable uses will also require further review unless the Planning Commission desires to forbid other allowable B-1 uses as conditions to the rezoning of subject property from R-1 to B-1.

A Re-Zoning Request is considered a Zoning Map Amendment and the application is reviewed pursuant to the Criteria in Art. II, Section B(1)(e).

***(1) Compliance with the Comprehensive Plan;***

**Response:** The 2024 Comprehensive Plan identifies this area as an existing Suburban Mixed-Use Node. Land uses in the Suburban Mixed-Use Node are retail, dining, personal and professional services, and related uses.

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

**Response:** Meets. Some allowable uses are not ideal for this location and use changes will be vetted accordingly.

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

**Response:** Meets. The only development activity currently considered is parking. Required buffers and twenty (20) foot setbacks provide protection from adjacent residential property. Future changes in use should be carefully reviewed for impacts on the character of the surrounding property.

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

**Response:** Meets.

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

**Response:** Meets. This zoning change will not negatively impact natural resources or current/future conditions. The Zoning Ordinance and Tree Ordinance already provide protections to adjacent residential property by way of setbacks and landscape buffers.

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

**Response:** Meets. Any future development is subject to all applicable laws of the City.

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

**Response:** Meets. Any future development is subject to all applicable laws.

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

**Response:** None anticipated. The height of the foreseen lights will be like the existing lights in the existing parking area. The additional parking should improve what is a very congested and possibly dangerous parking situation where cars are stacked willy-nilly at peak times.

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

**Response:** Staff do not anticipate any significant issues relating to this criterion currently. Vehicular ingress/egress is the same and there are not any additional vehicular ingress/egress points being added. However, changes in use should be considered carefully.

**Uses allowed in B-1 from Table 3-1 of the Zoning Ordinance are summarized below.**

<b>Dwelling</b>
Single-Family ('By-right')
Two-family ('By-right')
Townhouse ('Permitted subject to special conditions listed in the ordinance')
Mixed-Use ('By-right')
Accessory Dwelling ('Permitted subject to special conditions listed in the ordinance')
<b>Civic</b>
Elementary School ('By-right')
Secondary School ('By-right')
Education Facility ('By-right')
Library ('By-right')
Cemetery ('Permitted on Appeal and subject to special conditions')
Hospital ('Permitted on Appeal and subject to special conditions')
Public Open Space ('By-right')

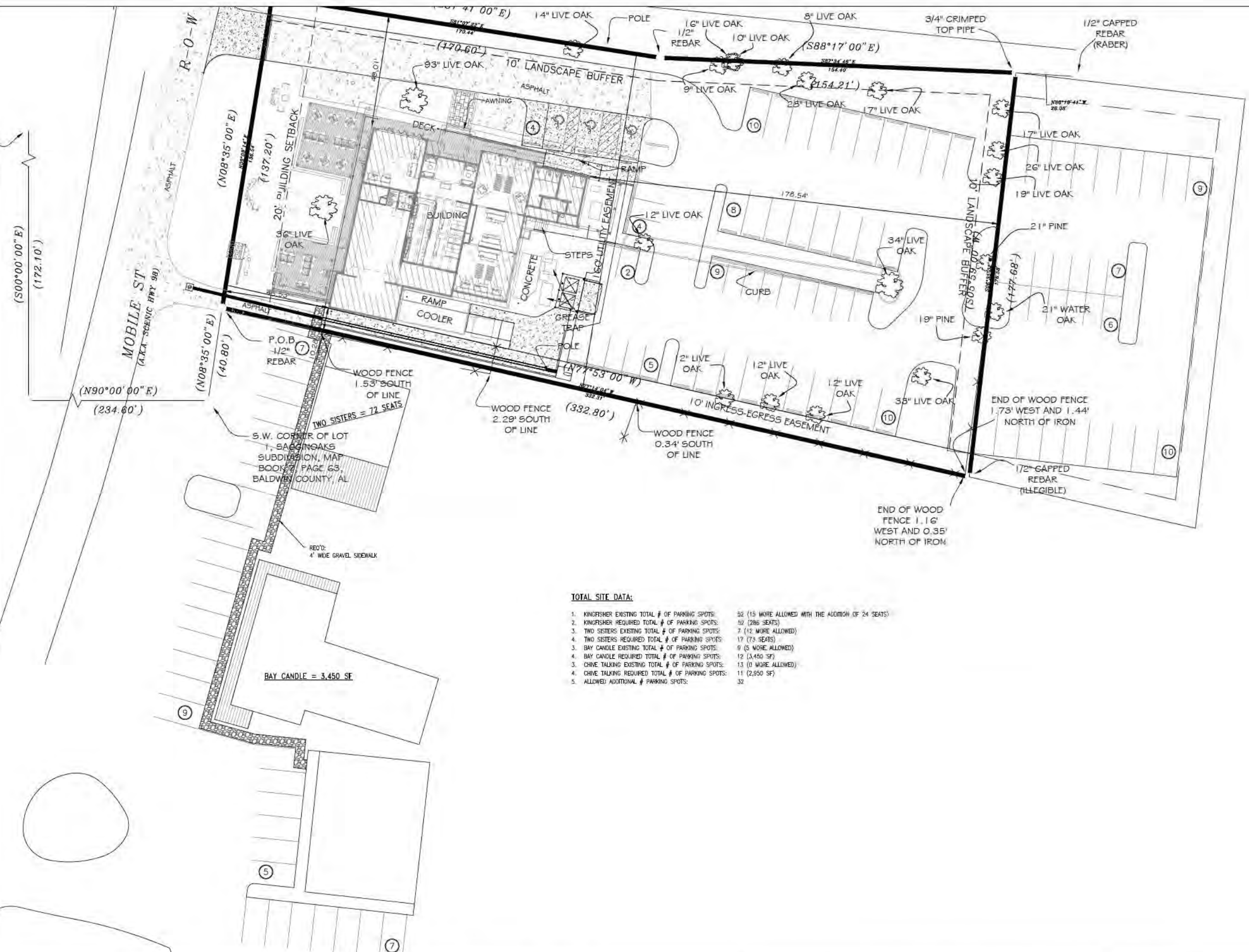
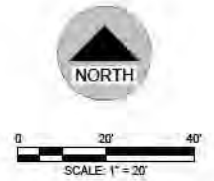
Common Open Space ('By-right')
Community Center or Club ('Permitted on Appeal and subject to special conditions')
<b>Office</b>
General ('By-right')
Professional ('By-right')
Home Occupation ('Permitted subject to special conditions listed in the ordinance')
<b>Retail</b>
Grocery ('By-right')
Convenience Store ('Permitted subject to special conditions listed in the ordinance')
General Merchandise ('By-right')
Automobile Service Station ('Permitted on Appeal and subject to special conditions')
<b>Service</b>
Convalescent or Nursing Home ('Permitted on Appeal and subject to special conditions')
Clinic ('Permitted on Appeal and subject to special conditions')
Outdoor Recreation Facility ('Permitted on Appeal and subject to special conditions')
Day Care ('Permitted on Appeal and subject to special conditions')
General Professional Services ('By-right')
Indoor Recreation ('By-right')
Dry Cleaner/Laundry ('By-right')
Restaurant ('Permitted on Appeal and subject to special conditions')

**Recommendation:**

Staff recommends the Planning Commission to recommend **approval** of ZC 25.03, rezoning subject property from R-1 to B-1 with the following conditions:

- 1.) Re-Plat to move property line to reflect subject property re-zoned as B-1.
- 2.) City Council approval of Shared Parking Facility Agreement.

P.O.C.  
N.W. CORNER OF  
THE S.W. 1/4 OF  
SECTION 19,  
T-6-S, R-2-E,  
BALDWIN COUNTY,  
AL



**TOTAL SITE DATA:**

1. KINGFISHER EXISTING TOTAL # OF PARKING SPOTS:	52 (15 MORE ALLOWED WITH THE ADDITION OF 24 SEATS)
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5. BAY CANDLE EXISTING TOTAL # OF PARKING SPOTS:	9 (5 MORE ALLOWED)
6. BAY CANDLE REQUIRED TOTAL # OF PARKING SPOTS:	12 (3,450 SF)
7. CHIVE TALKING EXISTING TOTAL # OF PARKING SPOTS:	13 (0 MORE ALLOWED)
8. CHIVE TALKING REQUIRED TOTAL # OF PARKING SPOTS:	11 (2,950 SF)
9. ALLOWED ADDITIONAL # PARKING SPOTS:	32

BAY CANDLE = 3,450 SF

TWO SISTERS = 72 SEATS

REVISIONS		
A	ISSUED FOR REVIEW	3/17/2025
B	UPDATED PARKING COUNTS	3/26/2025



**LIEB ENGINEERING COMPANY**  
1290 MAIN STREET, SUITE E  
DAPHNE, AL 36526  
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204  
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER	DRAWN BY: <u>NTB</u>	DATE: <u>06/21/2022</u>	SCALE: <u>1"=20"</u>
2021-038	CHECKED BY: <u>CJL</u>	APPROVED BY: <u>CJL</u>	ENGR: <u>CJL</u>

MERIDIAN 88	
CONCEPTUAL PLAN	
FAIRHOPE, AL	
OWNER: MERIDIAN 88	
SHEET NUMBER	C1.0 B
1 OF 2	



REVISIONS		
A	ISSUED FOR REVIEW	3/19/2025



LIEB ENGINEERING COMPANY  
1290 MAIN STREET, SUITE E  
DAPHNE, AL 36526  
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
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ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER: 2021-038  
DRAWN BY: NTB DATE: 06/21/2022 SCALE: 1'=20"  
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

MERIDIAN 88	
CONCEPTUAL PLAN	
FAIRHOPE, AL	
OWNER: MERIDIAN 88	
SHEET NUMBER	C2.0 A
2 OF 2	

23-344 KINGFISHER LEGAL FOR REZONING

BALDWIN COUNTY

ALABAMA

COMMENCING AT THE ONE HALF SECTION CORNER ON THE WEST LINE OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTH 172.1 FEET; THENCE RUN EAST 234.6 FEET TO THE SOUTHWEST CORNER OF LOT NO . 1 SAGGINOAKS SUBDIVISION, PER PLAT THEREOF RECORDED IN MAP BOOK 7, PAGE 63, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 08 DEGREES 35 MINUTES 00 SECONDS EAST, 40.8 FEET TO AN IRON PIN MARKER; THENCE CONTINUE NORTH 08 DEGREES 35 MINUTES 00 SECONDS EAST, 137.20 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 81 DEGREES 41 MINUTES 00 SECONDS EAST 170.60 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 88 DEGREES 17 MINUTES 00 SECONDS EAST 154.21 FEET TO AN IRON MARKER FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 17 MINUTES 00 SECONDS EAST 100' TO A POINT, THENCE RUN SOUTH 05 DEGREES 59 MINUTES 00 SECONDS WEST 195' TO A POINT, THENCE RUN NORTH 77 DEGREES 14 MINUTES 09" SECONDS WEST 100' TO A POINT, THENCE RUN NORTH 06 DEGREES 28 MINUTES 17 SECONDS 176' TO THE POINT OF BEGINNING.

## SHARED PARKING FACILITY AGREEMENT

This Shared Parking Facility Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between 51, LLC, an Alabama limited liability company, with a notice address of \_\_\_\_\_ ("Lessor") and [Bay Candle], with a notice address of \_\_\_\_\_ ("Bay Candle"), [Chive Talk'n], with a notice address of \_\_\_\_\_ ("Chive Talking"), [Courtney Morris], with a notice address of \_\_\_\_\_ ("Courtney Morris") and [Two Sisters], with a notice address of \_\_\_\_\_ ("Two Sisters"). For all purposes herein, Bay Candle, Chive Talking, Courtney Morris and Two Sisters shall each be referred to herein as a "Lessee" and collectively, the "Lessees". The Lessees together with the Lessor shall be referred to herein as the "Parties". **[NTD: Please request that Lessees provide legal entity names and preferred notice addresses if different than location of operation of business.]**

- A. Lessor is the owner of that certain real property located 805 S Mobile St., Fairhope, Alabama, which is currently operated as a restaurant (the "Lessor Property"). Lessor has a contractual right to purchase certain real property adjacent to the Lessor Property described on Exhibit A attached hereto (the "Land"). Lessor intends to develop a portion of the Land into a parking lot (the "Premises") to serve the Lessor Property.
- B. Bay Candle is the owner and/or holder of a leasehold interest in that certain property located at 19440 Scenic Highway 98, Fairhope, Alabama, which is currently being operated as a retail store (the "Bay Candle Property").
- C. Chive Talk'n is the owner and/or holder of a leasehold interest in that certain property located at 821 S Mobile St, Fairhope, Alabama, which is currently being operated as a retail store (the "Chive Talk'n Property").
- D. Courtney Morris is the owner and/or holder of a leasehold interest in that certain property located at 24336 Scenic Highway 98, Fairhope, Alabama, which is currently being operated as office space for a real estate agency (the "Courtney Morris Property").
- E. Two Sisters is the owner and/or holder of a leasehold interest in that certain property located at 19452 Scenic Highway 98, Fairhope, Alabama,, which is currently being operated as a restaurant (the "Two Sisters Property").
- F. The Lessor Property, Bay Candle Property, Chive Talk'n Property, Courtney Morris Property, and Two Sisters Property are all in close proximity to the Premises.
- G. Lessees desire to obtain a nonexclusive license use the Premises for the sole purpose of overflow parking for their employees while acting within the scope of scope of the employment (the "Permitted Use"), subject to the following terms and conditions.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Grant. Lessor hereby grants to each Lessee a non-exclusive license (the "License") to use the Premises for the Permitted Use, and for no other use or purpose. The License granted herein hereby expressly excludes any Restricted Spaces (as hereinafter defined).
2. Term. Subject to the provisions set forth herein, the term of this Agreement shall be \_\_\_\_ (\_\_) \_\_\_\_\_, commencing on the Effective Date and will expire on midnight on \_\_\_\_\_ (the "Term").
3. Rental Fee. Each Lessee hereby promises and agrees to pay the Lessor, as fixed rent, the monthly rate of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_) ("Rent"), payable in advance on the first day of each month, commencing on the Completion Date (as hereinafter defined) and continuing each month thereafter throughout the Term.

4. Construction and Delivery of the Premises.

- a. Contingency. The Parties hereby acknowledge and agree that Lessor does not currently own the Land. Lessor's obligations under this Agreement are contingent and conditioned upon Lessor acquiring good and marketable title to the Land. If Lessor fails to acquire good and marketable title to the Land, then this Agreement shall be deemed terminated, of no force and effect, and the Parties shall have no obligations hereunder.
- b. Construction of Parking Lot. Upon acquiring the Land, Lessor, at Lessor's cost, shall construct a parking lot thereon consisting of approximately [\_\_\_\_ (\_\_\_)] vehicular parking spaces. The date of substantial completion of the construction of the parking lot upon the Land shall hereinafter be referred to as the "Completion Date".
- c. Condition of Premises. Upon the Completion Date, the Premises shall be available to the Lessees for the Permitted Use. Lessor makes no warranty to Lessees and expressly negates and disclaims any representations or warranties concerning or with respect to (a) the value, nature, quality or condition of the Premises (or any portion thereof); (b) the suitability of the Premises (or any portion thereof) for the Permitted Use; (c) the compliance of or by the Premises (or any portion thereof) or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, zoning; (d) the habitability, merchantability, profitability or fitness for a particular purpose of the Premises (or any portion thereof); (e) the manner, quality, state of repair or lack of repair of the Premises (or any portion thereof); (f) the environmental condition of the Premises (or any portion thereof); or (g) any other matter with respect to the physical condition of the Premises (or any portion thereof). Each Lessee acknowledges and agrees that Lessee is licensing the use of the Premises in its "as is, where is" condition. The terms and conditions of this Section 4.c. shall survive the termination or expiration of this Agreement.

5. Installations, Alterations, Additions or Improvements. Lessees shall make no installation, alteration, addition or improvement to the Premises without the advance written consent of Lessor.

6. Insurance. Commencing on the Completion Date, each Lessee shall maintain in full force and effect the following policies of insurance: (i) commercial general liability insurance covering the Premises in an amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence with a general aggregate limit per location of at least One Million and No/100 Dollars (\$1,000,000.00); and (ii) statutory workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00). Each policy shall name Lessor as an additional insured and shall contain an endorsement in which the insurance company waives any right of subrogation against Lessor. In addition, each Lessee waives any claims it may have against Lessor and any other Lessee for any loss that could have been covered by the policies of insurance required to be maintained under this Agreement or that is actually covered by any policy maintained by such Lessee.

7. Shared Use. The Parties hereby agree that the use of the Premises shall be shared by the Parties and available parking spaces within the Premises shall be on a first come, first served basis. Notwithstanding anything to the contrary set forth herein, Lessor hereby reserves the right to restrict certain parking spaces within the Premises solely for the use of Lessor (the "Restricted Spaces") by including signage designating said Restricted Spaces within the Premises.

8. Destruction of Premises or Condemnation. Lessor shall not be obligated to repair, maintain, restore, or replace or otherwise be liable for any damage to or destruction of any of Lessees' property placed in or incorporated in the Premises.

9. Indemnity. Each Lessee shall indemnify and hold harmless Lessor and Lessor's agents, directors, officers, partners, employees, contractors, licensees and invitees from all claims, losses, costs, damages or expenses (including without limitation reasonable attorney's fees) resulting or arising from any and all injuries to, including death of, any person or damages to any property caused by Lessee's, or Lessee's agents, directors, officers, employees, contractors, licensees or invitees, use of the Premises or any act, omission, or neglect of Lessee or Lessee's agents, directors,

officers, employees, contractors, licensees or invitees. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor or Lessor's directors, officers, partners, employees, or agents, for any damage or loss of any kind, for direct damages, consequential damages, loss of profits, business interruption, and for any damage to property, death or injury to persons from any cause whatsoever, including without limitation acts of Lessor (other than intentional wrongful acts) or other tenants, vandalism, any damage, loss or injury caused by a defect in the Premises, or caused by electricity, gas, oil, fire, rain, lightning, wind, high water, over-flow water, freezing, or any other cause in, on, or about the Premises, or any part thereof.

10. Lessor's Liability. Any provisions of this Agreement to the contrary notwithstanding, each Lessee hereby agrees that no personal or corporate liability of any kind or character whatsoever now attaches or at any time hereafter under any condition shall attach to Lessor for payment of any amounts payable under this Agreement or for the performance of any obligation under this Agreement. The exclusive remedies of Lessees for the failure of Lessor to perform any of its obligations under this Agreement shall be to proceed against the interest of Lessor in and to the Premises.

11. Liens or Encumbrances. Lessees shall not permit any construction, mechanics', materialmen's, liens or other encumbrances to be fixed or placed against the Premises.

12. Maintenance and Repair. Commencing on the Completion Date, Lessor shall be responsible for maintaining the Premises in a commercially reasonable manner and in good and sanitary condition so as to permit use of the Premises for the Permitted Use. Notwithstanding anything contained herein to the contrary, if any Licensee, or its agents, invitees or licensees, damages the Premises and/or impairs the use of the Premises, by way of obstruction or otherwise, and fails to diligently cure said condition within five (5) days of written notice from Lessor, Lessor shall have the right to require said Licensee, as applicable, to either: (a) require Lessee, at Lessee's sole cost and expense, to restore the Premises to its original quality and condition and/or to restore use of the Premises by eliminating any impairment; or (b) take such action as is reasonably necessary to restore the Premises to its original quality and condition, and/or restore use of the Premises by eliminating any impairment, whereupon Lessee agrees to reimburse Lessor within fifteen (15) days of receipt of an invoice for such expenses.

13. Compliance with Laws. Lessees shall not use the Premises in any manner that would violate local, state or federal laws or regulations. Each Lessee hereby agrees to indemnify Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with said Lessee's violation of any local, state or federal law, rule, regulation or ordinance related said Lessee's use of the Premises.

14. Default and Remedies. The following events shall separately and severally constitute a default hereunder at Lessor's reasonable option: (a) Lessee's failure to pay any one or more of said installments of Rent upon the due date; (b) Lessee's use of the Premises for purposes other than the Permitted Use, or (c) Lessee's violation of any of the terms, conditions or covenants on the part of Lessee herein contained. Upon the occurrence of an event of default, then in each instance, Lessor shall have the right at the option of the Lessor to: (i) terminate this Agreement with respect to the defaulting Lessee, thereby revoking the License granted to said Lessee herein; or (ii) pursue any and all remedies available in law and equity. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law or in equity or by statute. No delay, omission or forbearance by Lessor to exercise any right or power under this Agreement, at law or in equity shall impair any such right or power or be construed as a waiver of any event of default or an acquiescence thereto. In particular, the receipt by Lessor of Rent with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach, and no provision of this Agreement shall be deemed to have been waived by Lessor.

15. Real Estate Brokers. Lessor and each Lessee hereby represent that neither Lessor nor Lessee has not dealt with any other broker, salesperson or finder. The Parties agree to indemnify and hold harmless one another from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

16. Surrender. At the expiration of the tenancy herein created, each Lessee shall surrender the Premises in the same condition of cleanliness, repair and sightliness as the Premises were in as of the Effective Date, reasonable wear and tear and damage by unavoidable casualty excepted. Each Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Agreement.

17. Subordination. This Agreement shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. Each Lessee binds and obligates itself to execute and deliver such further instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this Agreement is subordinate to any such mortgage, or not, each Lessee's absolute right to quiet enjoyment of the Premises shall be maintained so long as each Lessee shall pay Rent and perform all duties required of said Lessee hereunder.

18. Notices. Each notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been delivered, served and given if placed in the United States mail, postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party in the preamble of this Agreement.

19. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

21. Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

22. Whole Agreement. This Agreement contains the entire and only agreement between the Parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this Agreement, shall have any force or effect. This Agreement shall not be modified in any way except by a writing executed by the Parties.

23. Environmental Covenant. Each Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which arise from or are related to said Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises introduced by said Lessee or liability to any third party in connection with any violation of a Hazardous Materials Law by said Lessee; and (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by said Lessee at the Premises. For purposes of this Section, Hazardous Environmental Law shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980), RCRA (Resources Conservation and Recovery Act of 1976) and SARA (Superfund Amendments and Reauthorization Act of 1986). Such indemnification shall survive the expiration or other termination of this Agreement. Notwithstanding the foregoing, Lessees shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this Agreement or which was caused by Lessor after execution of the Agreement.

24. Assignment. Each and every transfer or assignment of this Agreement by any Lessee or any interest therein, shall be null and void. Any violation hereof is agreed and understood to constitute a substantial and material breach

of condition of this Agreement, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

25. Security. Each Lessee acknowledges and agrees that Lessor shall have absolutely no liability whatsoever with respect to the security of Lessee or Lessee's agents, employees, invitees or contractors or their respective personal property at the Premises. Each Lessee acknowledges and agrees that Lessor does not intend to provide any security system or security personnel at the Premises.

26. Rules and Regulations. Lessor reserves the right to impose certain rules and regulations with respect to use of the Premises and each Lessee hereby agrees and will cause its agents, directors, officers, partners, employees, contractors, licensees and invitees to comply with any rules and regulations at any time or times promulgated by Lessor, provided that any said rules and regulations will be non-discriminatory and uniformly enforced.

27. Termination of License. Each Lessee hereby acknowledges and agrees that the License granted herein shall be deemed revoked upon said Licensee relocating its business operations to a different location from that described within the recital clauses of this Agreement and/or ceasing to operate its business for a period of longer than thirty (30) days.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

LESSOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A  
Legal Description of the Land



VIA EMAIL ONLY ([clieb@liebengineering.com](mailto:clieb@liebengineering.com))

March 17, 2025

Sherry Sullivan  
Mayor

Chris Lieb, PE – Civil  
Lieb Engineering  
1290 Main Street Suite E  
Daphne, AL 36526

*Council Members:*

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

RE: ZC 25.03 Rezoning Request from R-1 to B-1 at 6125 Nelson Drive

Dear Chris,

This review package is derived from various components of the *City of Fairhope Zoning Ordinance* and/or staff recommendations. Staff have reviewed the subject application to determine if the application meets all the requirements of the *City of Fairhope Zoning Ordinance*.

The following non-exhaustive list summarizes the outstanding items requiring revision and resubmission or follow-up information for the subject application. Please note that The City of Fairhope reserves the right to make additional comments on this application prior to the Planning Commission meeting date.

1. Please provide a pedestrian plan that satisfies the needs of all the participating businesses and/or individuals, including easements if applicable.
2. A shared parking agreement is required to be approved by the City Council. There are many examples of shared parking agreements online, but we can provide examples if needed.
3. There will be additional reviews beyond the re-zoning request, if approved.
4. Note that a re-plat will be required if zoning is approved.
5. A Kingfisher representative needs to be a co-applicant complete with a signature on the application.

The application is scheduled for Planning Commission consideration on **Monday, April 7, 2025**. A response to this letter addressing all outstanding items is required no later than **9:00 AM on Friday, March 21, 2025**. If the deadline passes with no response, the application will be withheld from the agenda due to an incomplete application.

Please feel free to contact me at (251) 928-8003 Ext. 456 with questions.

Respectfully,

A handwritten signature in black ink that reads "Michelle Melton".

Michelle Melton  
City Planner  
City of Fairhope

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

251-928-2136 (p)  
251-928-6776 (f)  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

**From:** [Juli Chambliss](#)  
**To:** [planning](#)  
**Cc:** [Juli Chambliss](#)  
**Subject:** ZC 25.03 / PPIN # 44034  
**Date:** Monday, March 24, 2025 11:53:28 AM

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To Whom It May Concern,

First, let me introduce myself. My name is Juli Chambliss. I recently purchased the lot at 6161 Nelson Drive and I am in the process of finalizing plans to build my forever home. After searching throughout Fairhope for a few years, I invested in one of the large deep residential lots on Nelson Drive. This was a substantial investment and was made solely due to the lot size and residential use of the surrounding properties. I am in total opposition of the proposed zoning change as these are and should remain R-1 lots.

I understand that B-1 zoning has its place on Scenic 98 frontage, but extending B-1 toward the Nelson Drive neighbors would be encroaching upon the charm the neighbors have worked so hard to create for themselves.

In Fairhope's Comprehensive Plan, adopted in November of 2024, there are two Community Engagement pie charts. The consensus shows the most liked aspect of Fairhope is the small town feel/charm/history. The consensus also shows that the main aspect those polled want to change is growth/reducing traffic. I believe the proposed zoning request goes against both the charm of Nelson Drive and the reduction of traffic. Also, in the Plan, there is a section in Suburban Mixed-Use Nodes that says, in part, "Generally, internal streets are not included in this Place Type because development is limited to shallow lots that front a key street or road." Changing the zoning from R-1 to B-1, will turn what is clearly a single family use piece of property into commercial property thus arguably lowering the property value of all the neighbors.

When looking at the list of different zoning usages, I noticed the uses for B-1 zoning are vast. This opens up the proverbial "can of worms" for possibilities of use. There are many rumors about what will happen if the zoning changes to B-1, none of which are conducive to a neighborhood setting.

I want to thank the Planning Commission for considering the negative ramifications of changing the zoning from R-1 to B-1 and would appreciate your support in keeping this area residential.

Kind Regards,

Juli Chambliss

*Juli Frost Chambliss  
Delaney Development, Inc.  
P.O. Box 16126  
Mobile, AL 36616  
Office: 251-460-0910  
Cell: 251-422-1349  
Fax: 251-460-0993*

City of Fairhope  
Planning and Zoning Department  
P.O. Box 429  
Fairhope, AL 36533

RE: Case ZC 25.03

Request: Rezone from R-1 to B-1

PPIN # :44034

This is Douglas and Karan Christopher, and we own property at 6078 Nelson Drive, Fairhope, AL 36532 which is located within 300 feet of the property in question. We have lived at this location for approximately 11 years. During this time, traffic in the area has become increasingly dangerous, particularly while pulling out onto Nelson Drive or even simply walking down the street to check the mailbox. This has long been a concern in the neighborhood, and there was a particularly alarming incident when one of our neighbors was struck by a vehicle and knocked into a ditch while standing by her car.

We are deeply concerned that if this rezoning is approved, the resulting increase in traffic will pose even greater risks to residents. The added congestion will make it even more dangerous to safely leave our driveway or walk along the street.

We originally purchased our home because it was located on a quiet and peaceful street. Over the years, however, traffic has steadily increased, and with it, the overall safety of our neighborhood has declined. Allowing this rezoning will only accelerate that trend.

We believe the neighborhood should remain zoned R-1, as it has always been. If the owners of the property in question no longer wish to maintain it, they should consider selling it to someone who respects and aligns with the intended purpose of this area: the development of single-family residences.

Neighbors were sent a generalized letter that lacked detail about the proposed use of the property. However, Fairhope is a small community, and there is an awareness that the

intended development is likely to be detrimental given the likelihood of affecting traffic load.

We apologize for the delay in submitting this response, as we have been away in the western North Carolina area.

Thank you in advance for your time and thoughtful consideration.

Sincerely,

Douglas and Karan Christopher

6078 Nelson Drive, Fairhope, AL 36532

**From:** [Arthur Edgar](#)  
**To:** [planning](#)  
**Subject:** Case ZC 25.03  
**Date:** Sunday, March 30, 2025 1:09:07 PM

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Just learned of more details of this request. This is a case of the interest of out of town developers versus longtime Fairhope residences.

How much tax revenue will this business bring Fairhope over the long term loss because of reduced tax from worthless residential property in the neighborhood. The property from Heard to 98 will lose most of its taxable value because it will become unsellable. This is a bad idea and the Planning Department professionals should reject it.

**From:** [Patty Gregory \(SSI\)](#)  
**To:** [planning](#)  
**Subject:** Case ZC 25.03 / PPIN # 44034  
**Date:** Monday, March 24, 2025 12:32:06 PM

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To Whom It May Concern,

As a resident of Fairhope, it has come to my attention that there is a request to rezone property on Nelson Drive from R-1 to B-1. Upon moving to Fairhope three years ago from Mobile, I valued the small-town charm of living in a picturesque village. However, in the past three years, Fairhope has grown considerably with a significant amount of increased traffic. Scenic 98 is a wonderful place to walk while enjoying a view of the bay. Rezoning of this property has the potential to negatively affect the property values on Nelson Drive and increase congestion on Scenic 98.

The categories of B-1 zoning are very broad in scope, opening Pandora's box for various uses, none of which are favorable to the neighbors on Nelson Drive or Scenic 98.

Thank you in advance for your consideration of my concerns on this matter.

Patricia Gregory

**From:** [bryantmackellar@gmail.com](mailto:bryantmackellar@gmail.com)  
**To:** [planning](#)  
**Subject:** 6125 Nelson reasoning to B-1  
**Date:** Monday, March 24, 2025 5:51:09 PM

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Good afternoon,

My name is Bryant MacKellar, and I reside at 6173 Nelson Dr., approximately 200 feet east of the subject property at 6125 Nelson Dr.

I'd like to address my serious concern regarding the proposed rezoning of this property from R-1 (Single-Family Residential) to B-1 (Local Shopping District).

Back in October 2023, property owner Deborah Moffett applied for and was granted a one-time family subdivision, dividing her 2.89-acre parcel (R-1) into three R-1 residential lots. At the time, her stated intention was to create single-family homes, and that intent was aligned with the character of our neighborhood. Since then, she has sold the easternmost lot which is in the process of building a SFR, resides in the house at 6125 Nelson, and the middle lot remains available for sale.

However, I recently overheard discussions at Kingfisher indicating an intent to purchase 6125 Nelson and convert it into an Airbnb, with an expanded parking lot—uses that are clearly not in line with R-1 zoning or the surrounding residential character.

This raises several questions:

- What changed between October 2023 and now?
- Was this commercial use always the intent when the Planning Commission approved the subdivision?
- If so, why was that not disclosed at the time of the subdivision approval?

Let's be clear: Kingfisher is already zoned B-1 and was operating within those bounds. Expanding their commercial footprint into a residential neighborhood sets a dangerous precedent.

If this rezoning is allowed, what stops other businesses from doing the same? Should Mr. Gambino's restaurant on Laurel Ave be allowed to absorb adjacent R-1 parcels to relieve parking? How about the Elks Club or the RSA/Grand Hotel? Could they start acquiring nearby residential lots for overflow parking or short-term rentals?

Once you make an exception here, you're obligated to consider similar exceptions elsewhere. That is the slippery slope I urge you to avoid.

If the Planning Commission felt these three parcels were best suited as low-density, single-family residential in 2023, what justifies a different view in 2025? The character of this neighborhood hasn't changed—we remain a residential community, and we ask that our zoning reflect and protect that.

Thank you for your time and service. I look forward to speaking at the public hearing and urge you to preserve the integrity of our R-1 neighborhood.

Respectfully,

Bryant MacKellar

6173 Nelson Dr.

Fairhope, AL 36532

bryantmackellar@gmail.com

**From:** [Bobby MARTINA](#)  
**To:** [planning](#)  
**Subject:** Fwd: Case ZC 25.03 / PPIN # 44034  
**Date:** Monday, March 24, 2025 11:10:12 AM

---



**Subject: Case ZC 25.03 / PPIN # 44034**

To Whom It May Concern,

As a resident of Fairhope, it has come to my attention that there is a request to rezone property on Nelson Drive from R-1 to B-1. I have considered purchasing one of the lots adjacent to this location. Rezoning of this property has the potential to negatively affect the property values on this quaint street.

The categories of B-1 zoning are very broad in scope, opening the door for many uses, none of which are favorable to the neighbors on Nelson Drive.

Thank you in advance for your consideration of my concerns on this matter.

Robert Martina  
13 pope ct. 36532

**From:** [Leroy Sargent](#)  
**To:** [planning](#)  
**Subject:** Case:ZC 25.03 Rezone from R-1 to B-1, PPIN#:44034  
**Date:** Monday, March 24, 2025 9:54:37 AM

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RE: CaseZC 25.03 Rezone from R-1 to B-1, PPIN#44034

We very much oppose this request. The street in mention is completely residential. There are a number of commercial/retail properties already on South Mobile Street in that same area. Perhaps that area would be better suited for retail.

Thank you for your attention to this matter.

H.L. and Mary E. Sargent  
44 Bay Pointe Court  
Fairhope, AL 36532

**From:** [Cory Thomas](#)  
**To:** [planning](#)  
**Subject:** Case ZC 25.03  
**Date:** Monday, March 24, 2025 9:43:41 PM

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Cory Thomas  
60 Sagginoaks Ct.  
Fairhope, AL 36532  
[Cory3407@gmail.com](mailto:Cory3407@gmail.com)

March 24, 2025

Planning and Zoning  
P.O. Box 429  
Fairhope, AL 36533

Subject: Opposition to Proposed Rezoning of Property at 6125 Nelson Drive (Case ZC25.03)

Dear Planning and Zoning Commission,

I am writing to express my strong opposition to the proposed rezoning of 6125 Nelson Drive.

Ms. Moffett VERY recently had her property (which included this particular parcel) broken up into 3 R-1 Low Density Single Family Residences. This was met with no opposition from myself or my long-time neighbors. This plan fit the existing landscape and would've preserved the beauty and peace we have grown accustomed to for decades. Now, after a very brief period, she wants to rezone this to a shopping district. That's not what we signed up for. And not what she signed up for. A commercial shopping mall was never on the minds of those of us who have lived here our entire lives.

I ask any of you who haven't driven down Nelson Drive or Sagginoaks Court recently, to please do so. And upon your findings, please ask yourself where a shopping mall belongs in this beautiful landscape.

Thank you for your time and consideration,

Cory Thomas

**From:** [Janet Thomas](#)  
**To:** [planning](#)  
**Subject:** Case: ZC 25.03  
**Date:** Monday, March 24, 2025 12:43:30 PM

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I am writing reference:

Case: ZC 25.03

Request: Rezone from R-1 to B1

Please do **not** rezone from R-1 to B-1. We built our home in 1971, raised a family and now have grandchildren and great grands living and growing up in our little neighborhood. My property is adjacent to the property in this request and as far as I know it has been “residential” for all these many years. Please keep it “Residential”.

Thanks for your consideration,

Janet Thomas

56 Sagginoaks Ct.

Fairhope, AL 36532