

MINUTES OF MEETING

HOOVER BOARD OF ZONING ADJUSTMENT

Date: October 6, 2016
Time: 7:30 P.M.
Place: Hoover Municipal Center
Present: Mr. Dan Mikos, Chairman
Mr. Lawren Pratt
Mr. Paul Gamble
Mr. Jim Brush
Mr. Kyle Puchta

Absent: Ms. LeAnna Huddleston
Mr. Bob Brown

Also Present: Mr. Bob House, House Consultants
Ms. Leslie Klasing – City Attorney Staff
Mr. Marty Gilbert – Plans Examiner, Building Inspections
Mr. Robert Macke – Zoning Inspector
Ms. Vanessa Bradstreet – BZA Secretary

1. CALL TO ORDER

The meeting was called to order by Mr. Mikos. The secretary had the roll call and a quorum was present. Mr. Mikos announced there were five (5) board members present and they would all be voting tonight.

2. APPROVAL OF MINUTES

Mr. Mikos stated the minutes from the August 4, 2016, regular meeting and the July 25, 2016, work session had been distributed to the Board members for review. Mr. Mikos asked if anyone had any additions or corrections to be made to the minutes. Nobody had anything to add or correct. Mr. Mikos stated the minutes were accepted by acclamation.

3. BZA-1016-14 – Gerald J. Sentilles is requesting to extend a roof from existing home out to side yard property line for a carport cover at 76 Shades Crest Road. Mr. & Mrs. Sentilles are the property owners and the property is zoned R-1 (Single Family Residential District).

APPROVED

Mr. Gerald Sentilles, 76 Shades Crest Road, Hoover, AL, 35226, was present to explain his case. Mr. Sentilles stated he wanted to extend the structure of the house to form a carport where they currently parked their vehicles. He explained they just wanted to provide a shelter that a carport offers. Mr. Sentilles stated in order to make the idea practical and useful, they would have to have a variance on the setback; otherwise there just wasn't enough property to make a two-car carport and satisfy the requirements. Mr. Sentilles said the lot was from the front to the rear of the property a 50 foot elevation and all of that happens right behind his house. He explained it was right on the edge of Shades Crest Road. Mr. Sentilles explained he could not go behind the house because the property

dropped off of the mountain. Mr. Sentilles stated the current parking area is an existing garage on the house – a two car garage, very small and had a single door two car garage, so it was really not a practical two car garage. It was a really a one car garage for which he would like to take that car out, keep it in a covered area, and basically convert the current garage for storage and into a work space. Mr. Sentilles stated that was it in a nutshell. Mr. Sentilles stated he wanted to provide protection for his vehicles, otherwise they were out in front anyhow. Mr. Sentilles stated this would force the opportunity to provide for the privacy panel in there to block the view of the cars from the neighbors. Mr. Sentilles stated the neighbors have not complained, and have not offered any objections to this at all. Mr. Sentilles said in fact, his one neighbor said to him if he was doing this for them to not do it at all because it didn't bother them at all. Mr. Sentilles stated that he thought it would improve the appearance because the vehicles are always parked out there and he would like to have a place to park them. He stated this was what he was up against, a 10 foot setback with if he had to conform to that, he would really have less parking space, because the structure would take up the space. Mr. Sentilles said he was hoping this would be the ideal case for a variance that gave him what he needed. He said the neighbor next door had no problem. Mr. Sentilles stated the neighbor had a boundary wall that was on the inside of his (the neighbor's) property line, so it offered a distinct boundary between the properties.

Mr. Sentilles stated he felt the carport would enhance the appearance of his property and would also provide better coverage for the vehicles as well as allowing them to drive in and not run through the rain to get into the house with groceries, etc.

Mr. Mikos asked him if he was going to extend the concrete pad up to about 10 feet in the back. Mr. Sentilles answered he didn't know if it was exactly 10 feet, but was at least 6 feet probably and the concrete was somewhat curved at the end so it would square it off and would remove some of the broken concrete along the back edge. Mr. Sentilles stated that his illustration showed 4 feet on one edge and 6 feet where it curves in and they would add concrete to give them just a little more depth, cover the doorway properly and meet with the support post that is on a walking deck. Mr. Sentilles explained they would incorporate into that post and then add the other structures around the neighbor's side. Mr. Sentilles explained this was a pretty straight forward, simple structure, but would provide him a high carport so he could park his high top vehicle under it.

Mr. Mikos asked Mr. Sentilles if once he extended the concrete, if he would be able to park the motorhome and two cars, one behind the other, there. Mr. Sentilles stated he had gone out to measure and with the extension, the depth of the carport would allow him to actually stack the two smaller cars he had and free up the visitor parking in the front because it was awkward trying to turn around in that space.

Mr. Mikos asked Mr. Sentilles if he thought he could work with a 5 ft setback. Mr. Sentilles stated he had thought about it and if he had to conform to the 5 ft setback, that would put the foundation posts into the concrete further in and eliminates 2 or 3 feet right on the side of the concrete that he was currently using for parking now, so it sort of makes it self-defeating the more he had to come in.

Mr. Sentilles explained he thought this was an ideal spot for this type of variance due to the layout of his property.

Mr. Puchta pointed out that the wall was built on the neighbor's property, so they could just pretend the wall wasn't there because that was not the property line. Mr. Puchta stated his pictures showed the roof coming to the legal property line. Mr. Sentilles stated again he felt this would improve the appearance of his home as well as for the neighbors as they would not have to look at his cars parked outside all the time.

Mr. Pratt asked Mr. Sentilles what his plan was for the existing garage. Mr. Sentilles stated it would stay like it was and he would utilize it for storage, mostly for his tools and a little workshop area.

Mr. Mikos asked if there were any other questions from the board members or audience. Mr. Brush asked if the posts would be 1.3' from the property line and the roof would be on the property line or overhang the property line. Mr. Sentilles answered the edge of the roof would be directly as close as possible above the property line. Mr. Brush confirmed that the structure itself would be 1.3' from the property line. Mr. Sentilles stated that no part of the structure would be on the neighbor's property and because the wall was already in, it made it appear further away.

Mr. Puchta explained to Mr. Sentilles that if for some reason this variance was not approved, he would have to wait 6 months to come back with an alternate plan, so he might want to consider those options. Mr. Sentilles asked if 5' was highly possible or could he go back and have the drawings redone for a 5 ft variance. Mr. Mikos stated it took a super majority to pass a variance, which meant that 4 out of 5 people had to agree.

Mr. Sentilles asked if he decided 5 feet would work, could they vote on that now. Mr. Puchta answered they could vote on it. Mr. Mikos agreed they could vote on him having a 5' setback instead of a 10'. Mr. Pratt agreed from his perspective, a variance request of 5' instead of one for almost 9' was much more appealing since they had a 10' setback to begin with.

Mr. Mikos asked Mr. Sentilles if that was how he wanted the motion to read upon voting. He agreed. Mr. Mikos asked for a motion. Mr. Brush made a motion that they grant an adjustment to his original proposal that would read 5' from the property line as opposed to the drawing that had been presented. Mr. Puchta seconded the motion. Mr. Mikos, Mr. Pratt, Mr. Brush, Mr. Puchta and Mr. Gamble voted "aye" and the revised variance request was approved.

4. BZA-1016-15 - Henig Furs is requesting a variance to allow two building wall signs at a combined 65.3 square feet in lieu of one building wall sign at 60 square feet at their new suites located at 1694 Montgomery Highway. The property owner is Riverchase Improvements, LLC, c/o DLC Management Corp. The property is zoned C-2 (Community Business District).

APPROVED

Mr. Michael Henig, 4135 Carmichael Road, Montgomery, AL, 36106, and Mr. Scott Browder, Browder Signs, were both present to represent and explain this request.

Mr. Mikos explained that in general, the BZA had allowed the corner strip centers to have variances for signs on the corner on both sides, even though it was not in the code, so he didn't perceive that as being a big problem. However, they did make them divide their allowed signage into two 30 square foot signs. Mr. Mikos asked them if there was any way they could do that with their sign.

Mr. Henig stated he would like to explain their situation. Mr. Henig submitted a drawing to his contractor and the contractor wanted Mr. Henig's design team at Mr. Henig's office to do a sign on both signs with the parapet with how they wanted it on the parapet with the Henig Furs and the HF logo. Mr. Henig stated the contractor called him back and said everything had been approved and they were good to go. Mr. Henig then called his sign contractor and they went ahead and made the sign. Mr. Henig explained this was where they were in a "sticky" situation because he had already spent \$10,000 on signage because he thought it was approved. Mr. Henig stated he understood that it was his mistake, but stated they had been a tax paying business since 1989 in the City of Hoover. He stated they had been begged to move to the Summit as well as to Brookwood Mall, but they wanted to stay in the City of Hoover.

Mr. Puchta asked since it was a channel letter sign, was there any way the space could be tightened on the sign to give the Board a little bit more to work with. Mr. Scott Browder, Browder Signs, stated he had done work in Hoover before with Uncle Bob's Storage and so on and he knew ahead of time how stringent the City of Hoover was about their signage. Mr. Browder stated when he got the artwork from the builder, he stated he went to total assumption with channel letters, internally illuminated with LED's, letter from the landlord approving the sign ahead of time, and usually that went right in line with the criteria, and stated he felt confident about the situation. Mr. Browder stated he actually proposed a smaller sign, but eventually they got to where it filled the space adequately and that is when he went to the city to go ahead and figure out the permitting. Mr. Browder stated he took the original artwork that the builder had come up with to get approved from the Building Department and it was a double sided sign with the logo, and was actually a bigger sign that he later submitted to the city. Mr. Browder stated the space between Henig Furs could be shortened but then they were putting two words together and for their sake, Henig had added the logo going for a rebranding look, moving from the old set down. Mr. Browder stated another thing they had looked at was the Vitamin Shoppe which was practically right across the street, it was over the 60 square feet, 2 signs, 1 side, and signs above the roofline in the same shopping center where they were located now. Keeping those factors in mind is what set them on the path they were on today, Mr. Browder explained.

Mr. Browder added that spaces could be taken up between the letters, a couple of inches here and there, but it was spaced out so it could be legible from a certain amount of feet. Mr. Puchta asked if he knew how much space was between the letters or was there a standard amount. Mr. Browder stated it was usually somewhere between 1 1/2" to 2" but it was odd how it got spaced and every sign was different.

Mr. Henig stated that they were going through a rebranding phase and were doing all of their stores with the HF. He said that their old store the sign was probably over 75 square feet and it read "Henig Furs and Leathers" as big as it could be. Mr. Henig stated they were trying to get away from that cluttered look and do something neat and nice. Mr. Henig said even if there

was a chance that they could possibly stack Henig Furs and then put the logo brand to the side because they built the parapet up almost 9 ½ feet and that was an \$11,000 parapet that they built up not including the \$10,000 sign, so they had \$21,000 in this sign. Mr. Henig pointed out that this shopping center needs some help and that's why they are where they are. Mr. Henig pointed out it is visible and DLC Property Management had begged them to stay and they have had no issues with the City of Hoover.

Mr. Browder added that one more factor was that for 1 suite was 60 square feet and this was 2 suites that they were taking. Mr. Mikos stated he thought that was governed by square footage but asked Mr. House, House Consultants, if that was correct. Mr. House answered that the size of the sign was determined by the square feet of the tenant space. Mr. House explained that is why you had different size signs for different size stores.

Mr. Mikos asked if the 65 square feet was with or without the logo. Mr. Henig stated he believed it to be without the logo. Mr. Browder stated the logo would add approximately 9 feet per side or 18 square feet all together if they kept the logo intact. Mr. Pratt asked him to repeat the logo information which he did. Mr. Pratt stated that then they would be looking at quite a bit more than the 65.3 square feet requested in the variance. Mr. Henig added that he thought with the logo it came up to like 73 square feet. Mr. House added that Mr. Macke from Building Inspections had figured it would be a total of 85 square feet which was 2 logos and 2 texts (39 x 39). Mr. Browder stated the building space suited the parapet that was built and wasn't anything obstructive to the view.

Mr. Henig stated that he would have never built the parapet had he known the sign was not approved. Mr. Mikos stated he had been on the BZA for many years and he could tell them that signs were always a problem and he would say that the majority of the variances this board received were for signs. Mr. Mikos stated the problem was that if they made a big variance, then the next person came in and stated they wanted the same thing as another business was given, so they had to be very careful. Mr. Mikos stated the actual code read they only got 1 sign but for the last several years, they were granting 2 on corner buildings, usually the rent was higher there and they had visibility usually from 2 directions, so usually they would allow them to split the square footage into 2 signs.

Mr. Mikos asked if anyone on the Board or in the audience had any questions or comments regarding this variance. Mr. Pratt asked a question regarding the square feet. He wanted to confirm that what they were asking for was 65.3 square feet which was over the allowable 60 square feet, but now he's hearing that it is actually 85 square feet. Mr. Pratt asked if the logos had been removed. Mr. Henig replied that they had been removed, but was asking was there a possible chance and he was guessing that was a no. Mr. Puchta then asked if the 65.3 square feet was without the logos. Mr. Henig replied that was correct. He said there would be no logos. Mr. Browder explained that originally he had submitted an application for permit for the whole signage and it was denied. Then he was going to come before the BZA with the entire sign package and then he was contacted by Mr. House to re-submit, which he then gave a little better rendering than he had from the Building Inspector and it was denied also. He stated they were asking for the variance minus the logos.

Mr. Mikos asked if anyone would like to make a motion. Mr. Puchta made a motion to approve the variance as submitted and to split the square footage into 2 signs for a combined 65.3 square feet.

Mr. Gamble seconded the motion. Mr. Gamble, Mr. Puchta, Mr. Brush, Mr. Pratt, and Mr. Mikos voted “aye”. The motion was approved.

5. **BZA-1016-16** – John Daryl Hall is requesting to construct an accessory building (garage) in the side yard of his residence at 5039 Knoll View Circle. Mr. Hall is the property owner and the property is zoned R-1 (Single Family Residential District).

APPROVED

Mr. John Hall, 5039 Knoll View Circle, Hoover, AL, 35244, was present to explain his request. Mr. Hall explained in the rendering he had submitted to the board, it showed his and his wife’s desire to install a secondary driveway that would be north of their current structure and would lead up to a proposed garage. Mr. Hall stated the garage would be a detached garage, separate from the existing structure. Mr. Hall stated the driveway would be a typical 12’ wide driveway starting at the cul-de-sac and expanding up to the detached garage for vehicle turn around space. Mr. Hall stated this would allow them to park additional vehicles off of the cul-de-sac within their subdivision. Mr. Hall stated he had noticed many residents like to park their cars along the street. Mr. Hall stated he felt this was a hazard and since their children were getting older in college, they had more than 2 cars. Their current garage was a 2 car garage and the driveway actually approached the house from the south and it was a basement area. Mr. Hall stated that the actual driveway was pretty steep as well so it was always a hazard parking a vehicle on a steep drive. Mr. Hall stated the possibility of a brake failing and rolling into the neighbor’s yard or even a neighbor’s house was a possibility so this would allow them to get their cars off the street and park them in a shelter that was in a detached garage.

Mr. Mikos stated he wanted to point out that in their request Mr. Hall had mentioned a “future” garage, so if they issued him a variance, he would have to permit that within 6 months or that variance went away. Mr. Hall stated he understood and they were planning on starting the garage next year. Mr. Hall stated they would do the driveway immediately. Mr. Mikos explained he would not need the variance to pour the driveway or pour the slab, but he would need one to build the garage, and if he waited longer than 6 months, then he would have to come back to BZA again. Mr. Hall stated he understood.

Mr. Mikos asked if there were any questions. Mr. Pratt asked if the structure were attached, they would not need a variance request. Mr. House answered that was correct. Mr. Pratt then asked Mr. Hall if he had given any consideration in attaching that structure to his current home thereby not needing to come to this board to ask for a variance. Mr. Hall stated in order to do that, his residence is a story and a half, and in order to do that, and to attach this garage to the story and a half, it would actually be attached to the half side of the story and a half, which was right next to the master bedroom, and he didn’t think that would be a good idea to have a garage level with the master bedroom as the master suite on that side of the house.

Mr. Hall stated he had a fairly good size yard as they could see from the layout that the detached garage would be roughly 27 feet from the existing structure. Mr. Hall stated that in addition, the north boundary of the property line was state property which backed up to I-459 so there would never be another structure built on that state property.

Mr. Mikos expressed to Mr. Hall that he did in fact have a very unique lot and was a long way from his neighbor on that side, with the interstate backing up and really didn’t have a

backyard. Mr. Hall agreed that their yard was probably the most unique yard in the entire neighborhood. Mr. Mikos stated this board saw a lot of unique yards. Mr. Mikos asked Mr. Hall if he was going to leave all the trees that were up in the front. Mr. Hall stated he would probably just trim some of the branches but there would be no reason for him to cut any trees for this expansion.

Mr. Puchta asked the secretary if she had heard anything from any of the neighbors. Ms. Bradstreet answered she had not heard anything from any of the neighbors. Mr. Brush stated he would like to add to Mr. Pratt's question regarding attaching this structure to the house. Mr. Brush suggested an attachment might be something as simple as a breezeway, which means it would not need to attach it to the house either. Mr. Hall mentioned there were two air conditioner units on that side of the house, the north side. Mr. House added they tried not to use breezeways. Mr. House said if it was a short breezeway like where it appears that the garage was almost attached and is just 10 feet or something like that, but to extend a breezeway across the yard and attach to a garage for some distance, then it is up to the board's discretion, then that would probably be stretching the intent of a breezeway attachment.

Mr. Pratt asked if the stakes in the yard pretty well identified the four corners of the proposed structure. Mr. Hall answered absolutely. Mr. Mikos asked what that spot was used for previously. Mr. Hall stated that when their children were young, that was the location of a swingset and jungle gym since they didn't have much of a back yard.

Mr. Mikos asked if there was anyone in the audience who would like to speak about this request. There was no response. Mr. Mikos asked for a motion. Mr. Pratt made a motion to approve BZA Case # 1016-16 as submitted. Mr. Brush seconded the motion. Mr. Pratt, Mr. Brush, Mr. Puchta, Mr. Gamble and Mr. Mikos all voted "aye". The motion was approved.

- 6. BZA-1016-17** - Mr. David R. Sexton is requesting a variance to allow a covered deck to extend into the side yard setback 3'2" at the closest point at his residence, 1822 Brookview Lane, in Brookview Highlands. Mr. Sexton is the property owner and the property is zoned R-3 (Two-Family District).

APPROVED

Mr. David Sexton, 1822 Brookview Lane, Hoover, AL 35216, was present to represent this request. Mr. Sexton passed out to the Board members and secretary an additional bit of information regarding his case. Mr. Sexton thanked the board for their time and explained he had an existing deck that was straight out his back door of his house and was approximately 7 feet from the nearest corner from the deck to the side property line. Mr. Sexton stated he would like to enclose this deck, screen it in with a roof and make it part of the house. Mr. Sexton added whether he left the deck alone or extended it into his back yard by a couple of feet which extending it into the back yard was not the issue, but it was because of the way his property lines ran which were skewed and not parallel to his house. So whether he left the deck alone or added on to it by three feet, he was not in compliance with the side setback. Mr. Sexton stated he was currently at 7 ft. 2 inches from the side property line. Mr. Sexton stated if he extends by 3 feet, the property line gets a little closer and he dropped down to 6 ft. 10 in. from the side property line. Mr. Sexton stated he understood the distance needed was 10 feet and he would be 6 ft. 10 inches with his proposal from the side line.

Mr. Sexton stated his handout depicted his neighborhood and the shape of the lots. He pointed out that practically everyone in his neighborhood had a pretty rectangular or square lot. Mr. Sexton stated there was a creek running through his back yard which caused the pie shaped feature in his back yard and they didn't position the house really parallel with either property line. Mr. Sexton stated they probably did it to stay in line with the other houses which he understood, but he felt it was unusual to have a very long back yard, 50 or 60 feet or so and couldn't walk out his back door 10 or 12 feet and use that space by just covering it or screening it in because of the slight tilt of the property line.

Mr. Sexton stated the topography drops down pretty drastically in his back yard so they didn't get to use their back yard very much. Mr. Sexton stated the reason they wanted to screen it in was to enjoy their back deck which had been hard to do due to the non-maintained creek area breeding mosquitoes. Mr. Sexton also stated the wanted to point out that this was not going to be just a simple shed roof, lean-to type screened in porch. It was going to be a rather nice, gable roof to match the house with shingles, wood-plank ceiling extending the deck along that side of the house where there wasn't any type of issue with a variance. Mr. Sexton stated his one neighbor on the 7 foot side whose driveway was on the other side of the property is all for the addition and is a Hoover building inspector and told him that he was not against it.

Mr. Puchta asked the secretary if she had heard anything from any of the neighbors regarding this case. She answered she had not heard anything at all from any of the neighbors. Mr. Puchta stated he had answered his questions about how it would be finished regarding any building materials, etc.

Mr. Brush asked if the Building Inspector's residence was at 1834 or 1818. Mr. Sexton pointed out on the map which residence was his. Mr. Sexton stated it would be done right with a Building Inspector next door.

Mr. Mikos agreed with Mr. Sexton that he did have an unusual lot. Mr. Mikos asked if anyone had any questions from the board or in the audience. There were none. Mr. Mikos asked for a motion. Mr. Brush made a motion to approve BZA Case #1016-17 as submitted. Mr. Gamble seconded the motion. Mr. Gamble, Mr. Puchta, Mr. Brush, Mr. Pratt, and Mr. Mikos all voted "aye". The motion was approved.

With no further business the meeting was adjourned.

Vanessa Bradstreet
Zoning Assistant