

BAR CASE#

BAR2025-00300

(OFFICE USE ONLY)

ADDRESS OF PROJECT:

121 Duke St., Alexandria, VA

DISTRICT: ☒ Old & Historic Alexandria ☐ Parker - Gray ☐ 100 Year Old Building

TAX MAP AND PARCEL: 075.03.02-24

ZONING:

APPLICATION FOR: (Please check all that apply)

☒ CERTIFICATE OF APPROPRIATENESS☐ PERMIT TO MOVE, REMOVE, ENCAPSULATE OR DEMOLISH
(Required if more than 25 square feet of a structure is to be demolished/impacted)☐ WAIVER OF VISION CLEARANCE REQUIREMENT and/or YARD REQUIREMENTS IN A VISION
CLEARANCE AREA (Section 7-802, Alexandria 1992 Zoning Ordinance)☐ WAIVER OF ROOFTOP HVAC SCREENING REQUIREMENT
(Section 6-403(B)(3), Alexandria 1992 Zoning Ordinance)Applicant: ☒ Property Owner ☐ Business (Please provide business name & contact person)

Name: Lynn Rogerson Shirey

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] E-mail: [REDACTED]

Authorized Agent (if applicable): ☐ Attorney ☐ Architect ☒ husband

Name: Steven Shirey

Phone: [REDACTED]

E-mail: [REDACTED]

Legal Property Owner:

Name: Lynn Rogerson Shirey

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] E-mail: [REDACTED]

NATURE OF PROPOSED WORK: *Please check all that apply*

- ☐ NEW CONSTRUCTION
- ☒ EXTERIOR ALTERATION: *Please check all that apply.*
- | | | | |
|--------------------------------------|--|---|-----------------------------------|
| <input type="checkbox"/> awning | <input checked="" type="checkbox"/> fence, gate or garden wall | <input type="checkbox"/> HVAC equipment | <input type="checkbox"/> shutters |
| <input type="checkbox"/> doors | <input type="checkbox"/> windows | <input type="checkbox"/> siding | <input type="checkbox"/> shed |
| <input type="checkbox"/> lighting | <input type="checkbox"/> pergola/trellis | <input type="checkbox"/> painting unpainted masonry | |
| <input type="checkbox"/> other _____ | | | |
- ☐ ADDITION
- ☐ DEMOLITION/ENCAPSULATION
- ☐ SIGNAGE

DESCRIPTION OF PROPOSED WORK: *Please describe the proposed work in detail (Additional pages may be attached).*

Please see attached separate sheets.

SUBMITTAL REQUIREMENTS:

- ☐ Check this box if there is a homeowner's association for this property. If so, you must attach a copy of the letter approving the project.

Items listed below comprise the **minimum supporting materials** for BAR applications. Staff may request additional information during application review. Please refer to the relevant section of the *Design Guidelines* for further information on appropriate treatments.

Applicants must use the checklist below to ensure the application is complete. Include all information and material that are necessary to thoroughly describe the project. Incomplete applications will delay the docketing of the application for review. Pre-application meetings are required for all proposed additions. All applicants are encouraged to meet with staff prior to submission of a completed application.

Demolition/Encapsulation : *All applicants requesting 25 square feet or more of demolition/encapsulation must complete this section. Check N/A if an item in this section does not apply to your project.*

- N/A
- ☐ ☐ Survey plat showing the extent of the proposed demolition/encapsulation.
- ☐ ☐ Existing elevation drawings clearly showing all elements proposed for demolition/encapsulation.
- ☐ ☐ Clear and labeled photographs of all elevations of the building if the entire structure is proposed to be demolished.
- ☐ ☐ Description of the reason for demolition/encapsulation.
- ☐ ☐ Description of the alternatives to demolition/encapsulation and why such alternatives are not considered feasible.

Additions & New Construction: Drawings must be to scale and should not exceed 11" x 17" unless approved by staff. Check N/A if an item in this section does not apply to your project.

- ☐ ☒ N/A Scaled survey plat showing dimensions of lot and location of existing building and other structures on the lot, location of proposed structure or addition, dimensions of existing structure(s), proposed addition or new construction, and all exterior, ground and roof mounted equipment.
- ☐ ☒ FAR & Open Space calculation form.
- ☐ ☒ Clear and labeled photographs of the site, surrounding properties and existing structures, if applicable.
- ☐ ☒ Existing elevations must be scaled and include dimensions.
- ☐ ☒ Proposed elevations must be scaled and include dimensions. Include the relationship to adjacent structures in plan and elevations.
- ☐ ☒ Materials and colors to be used must be specified and delineated on the drawings. Actual samples may be provided or required.
- ☐ ☒ Manufacturer's specifications for materials to include, but not limited to: roofing, siding, windows, doors, lighting, fencing, HVAC equipment and walls.
- ☐ ☒ For development site plan projects, a model showing mass relationships to adjacent properties and structures.

Signs & Awnings: One sign per building under one square foot does not require BAR approval unless illuminated. All other signs including window signs require BAR approval. Check N/A if an item in this section does not apply to your project.

- ☐ ☒ N/A Linear feet of building: Front: _____ Secondary front (if corner lot): _____.
- ☐ ☒ Square feet of existing signs to remain: _____.
- ☐ ☒ Photograph of building showing existing conditions.
- ☐ ☒ Dimensioned drawings of proposed sign identifying materials, color, lettering style and text.
- ☐ ☒ Location of sign (show exact location on building including the height above sidewalk).
- ☐ ☒ Means of attachment (drawing or manufacturer's cut sheet of bracket if applicable).
- ☐ ☒ Description of lighting (if applicable). Include manufacturer's cut sheet for any new lighting fixtures and information detailing how it will be attached to the building's facade.

Alterations: Check N/A if an item in this section does not apply to your project.

- ☒ ☒ N/A Clear and labeled photographs of the site, especially the area being impacted by the alterations, all sides of the building and any pertinent details.
- ☒ ☒ Manufacturer's specifications for materials to include, but not limited to: roofing, siding, windows, doors, lighting, fencing, HVAC equipment and walls.
- ☒ ☒ Drawings accurately representing the changes to the proposed structure, including materials and overall dimensions. Drawings must be to scale.
- ☒ ☒ An official survey plat showing the proposed locations of HVAC units, fences, and sheds.
- ☐ ☒ Historic elevations or photographs should accompany any request to return a structure to an earlier appearance.

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ALL APPLICATIONS: Please read and check that you have read and understand the following items:

- ☒ I understand that after reviewing the proposed alterations, BAR staff will invoice the appropriate filing fee in APEX. The application will not be processed until the fee is paid online.
- ☒ I understand the notice requirements and will return a copy of the three respective notice forms to BAR staff at least five days prior to the hearing. If I am unsure to whom I should send notice I will contact Planning and Zoning staff for assistance in identifying adjacent parcels.
- ☒ I, the applicant, or an authorized representative will be present at the public hearing.
- ☒ I understand that any revisions to this initial application submission (including applications deferred for restudy) must be accompanied by the BAR Supplemental form and revised materials.

The undersigned hereby attests that all of the information herein provided including the site plan, building elevations, prospective drawings of the project, and written descriptive information are true, correct and accurate. The undersigned further understands that, should such information be found incorrect, any action taken by the Board based on such information may be invalidated. The undersigned also hereby grants the City of Alexandria permission to post placard notice as required by Article XI, Division A, Section 11-301(B) of the 1992 Alexandria City Zoning Ordinance, on the property which is the subject of this application. The undersigned also hereby authorizes the City staff and members of the BAR to inspect this site as necessary in the course of research and evaluating the application. The applicant, if other than the property owner, also attests that he/she has obtained permission from the property owner to make this application.

APPLICANT OR AUTHORIZED AGENT:

Signature: Lynn R. Shirey

Printed Name: Lynn R. Shirey

Date: 07/24/25

OWNERSHIP AND DISCLOSURE STATEMENT

Use additional sheets if necessary

1. Applicant. State the name, address and percent of ownership of any person or entity owning an interest in the applicant, unless the entity is a corporation or partnership, in which case identify each owner of more than three percent. The term ownership interest shall include any legal or equitable interest held at the time of the application in the real property which is the subject of the application.

Name	Address	Percent of Ownership
1. Lynn Rogerson Shirey	[REDACTED]	100%
2.		
3.		

2. Property. State the name, address and percent of ownership of any person or entity owning an interest in the property located at 121 Duke Street (address), unless the entity is a corporation or partnership, in which case identify each owner of more than three percent. The term ownership interest shall include any legal or equitable interest held at the time of the application in the real property which is the subject of the application.

Name	Address	Percent of Ownership
1. Lynn Rogerson Shirey	[REDACTED]	100%
2.		
3.		

3. Business or Financial Relationships. Each person or entity listed above (1 and 2), with an ownership interest in the applicant or in the subject property is required to disclose any business or financial relationship, as defined by Section 11-350 of the Zoning Ordinance, existing at the time of this application, or within the 12-month period prior to the submission of this application with any member of the Alexandria City Council, Planning Commission, Board of Zoning Appeals or either Boards of Architectural Review.

Name of person or entity	Relationship as defined by Section 11-350 of the Zoning Ordinance	Member of the Approving Body (i.e. City Council, Planning Commission, etc.)
1. NA		
2.		
3.		

NOTE: Business or financial relationships of the type described in Sec. 11-350 that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings.

As the applicant or the applicant's authorized agent, I hereby attest to the best of my ability that the information provided above is true and correct.

07/24/25

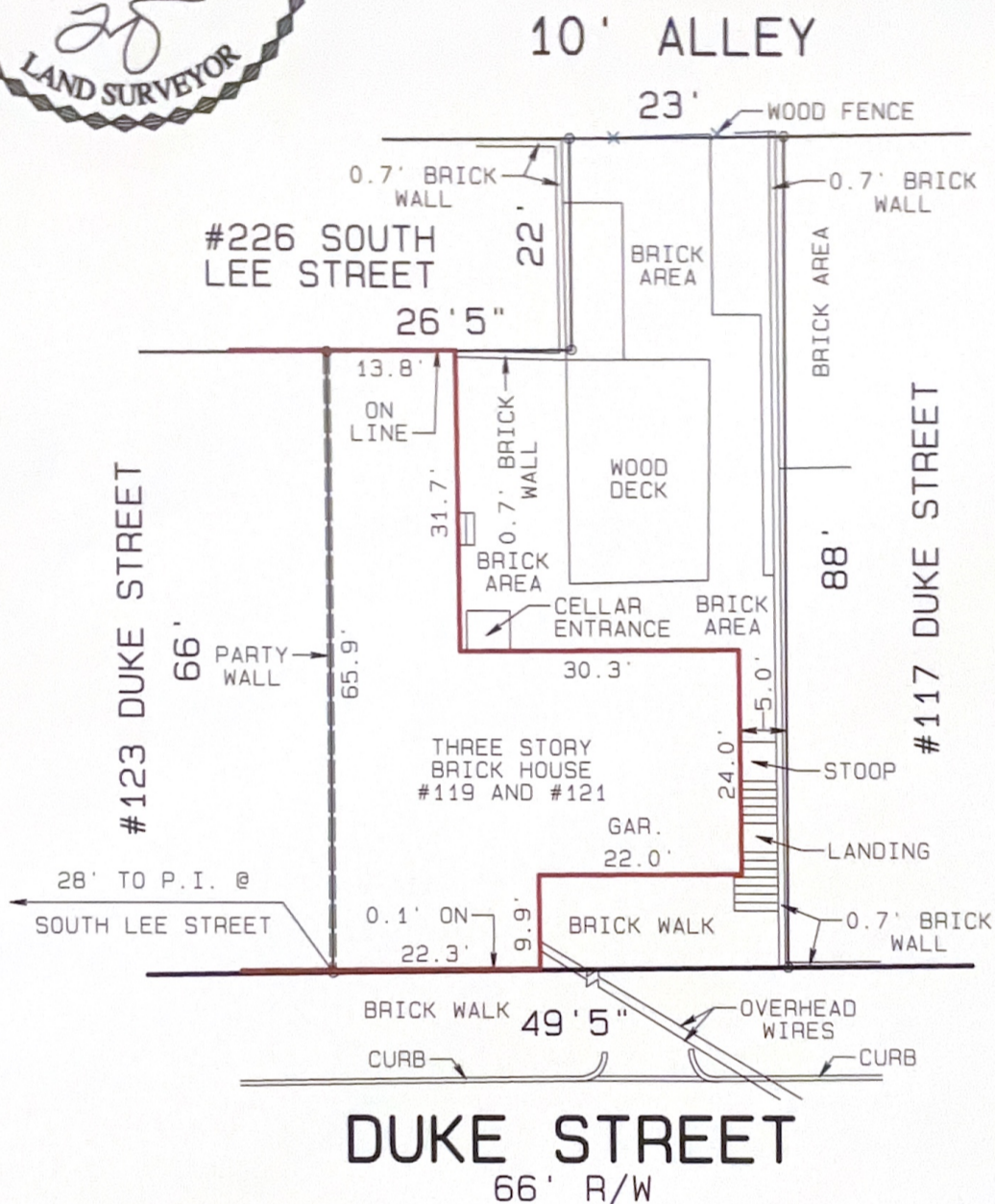
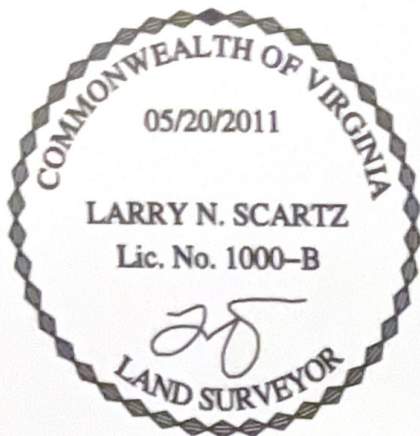
Date

Lynn R. Shirey

Printed Name

Lynn R. Shirey

Signature



PHYSICAL IMPROVEMENTS SURVEY ON THE PROPERTY LOCATED AT **#119 AND #121 DUKE STREET**

CITY OF ALEXANDRIA, VIRGINIA

SCALE: 1"=20' DATE: MAY 20, 2011

CASE NAME: SALTONSTALL/SCHULMAN
TO ROGERSON (OTA1105047)

NO TITLE REPORT FURNISHED.

PLAT SUBJECT TO RESTRICTIONS & EASEMENTS OF RECORD OR OTHERWISE.

FENCE LOCATIONS, IF SHOWN, ARE APPROXIMATE ONLY
AND DO NOT CERTIFY AS TO OWNERSHIP.

MBH
Settlement Group, L.C.

SCARTZ SURVEYS

LARRY N. SCARTZ
CERTIFIED LAND SURVEYOR
WOODBIDGE, VIRGINIA

LOCAL (703) 494-4181
FAX (703) 494-3330
LARRY.SCARTZ@SCARTZ.COM



DESCRIPTION OF PROPOSED WORK

Replace existing rotting fence between rear of garden at 121 Duke Street and private alley.

The existing fence is rotten and marred. It is located at the back of the 121 Duke garden, and fronts onto a private alley. The fence is approximately **52'** from Lee Street.

*** VIEW OF THE EXISTING ROTTEN FENCE, SEEN FROM THE ALLEY ***



*** ROTTEN AREAS IN THE EXISTING FENCE ***



The plan is to remove the existing rotten wooden fence and replace it with a handsome, classic design by Walpole Outdoors — a high-end fabricator.

The new fence will be made of aluminum reinforced solid cellular pvc with rigid pvc posts — a very high-end material. It will be painted with two coats of “Verde” Sherwin William’s Superpaint with a satin sheen to exactly replicate the surface of the existing fence. The existing painted wooden panels look identical to the painted panels of the sample.

The current owner has no intention of moving in her lifetime, and the Walpole fence will last in beautiful condition throughout her lifetime without becoming an eyesore in her old age and looking dilapidated (as this wooden fence does).

*** SAMPLE PANELS OF THE NEW FENCE LEANING AGAINST THE EXISTING FENCE (the solid bottom section is shown here shorter than the finished project will be — see drawing) ***



*** THE TRELLIS TOPPER WILL BE LEVEL WITH THE EXISTING BRICK WALL RUNNING DOWN THE SIDE OF THE PROPERTY (abutting 117 Duke) ***

The existing wooden fence is 5’6” tall. The solid part of the proposed fence will be only 4’6” tall. With the see-through 2’ trellis section added to the solid lower portion, the overall height of the new structure will be 6’6”, and in line with the top of the connecting brick wall.



*** VIEW FROM LEE STREET, DOWN THE PRIVATE ALLEY — THE CLOSEST POSSIBLE PUBLIC VIEW OF THE NEW PROJECT (existing fence is seen on the right, past the clapboard house and brick wall)...

...SEEN FROM THE LEFT..... and.....SEEN FROM THE RIGHT
sides of the alley ***



The view of the Proposed Project can only be seen obliquely from the public access point — Lee Street, 52' away from those passing down Lee Street. And, when walking down Lee Street and across the mouth of the alley, the distance for viewing the fence occurs for only about 2 strides.

For much of the time, visual access to the fence is blocked by cars parked in the alley:



When standing at any location on the nearest public area — Lee Street (and even when viewed up close — see page 2 of this text), there is no way that the eye can detect that the proposed painted fence material is other than wood. For this reason we seek approval of the project as proposed.

*** VIEW OF THE CURRENT FENCE AS SEEN FROM INSIDE THE PROPERTY ***



The existing fence is not original to the property.

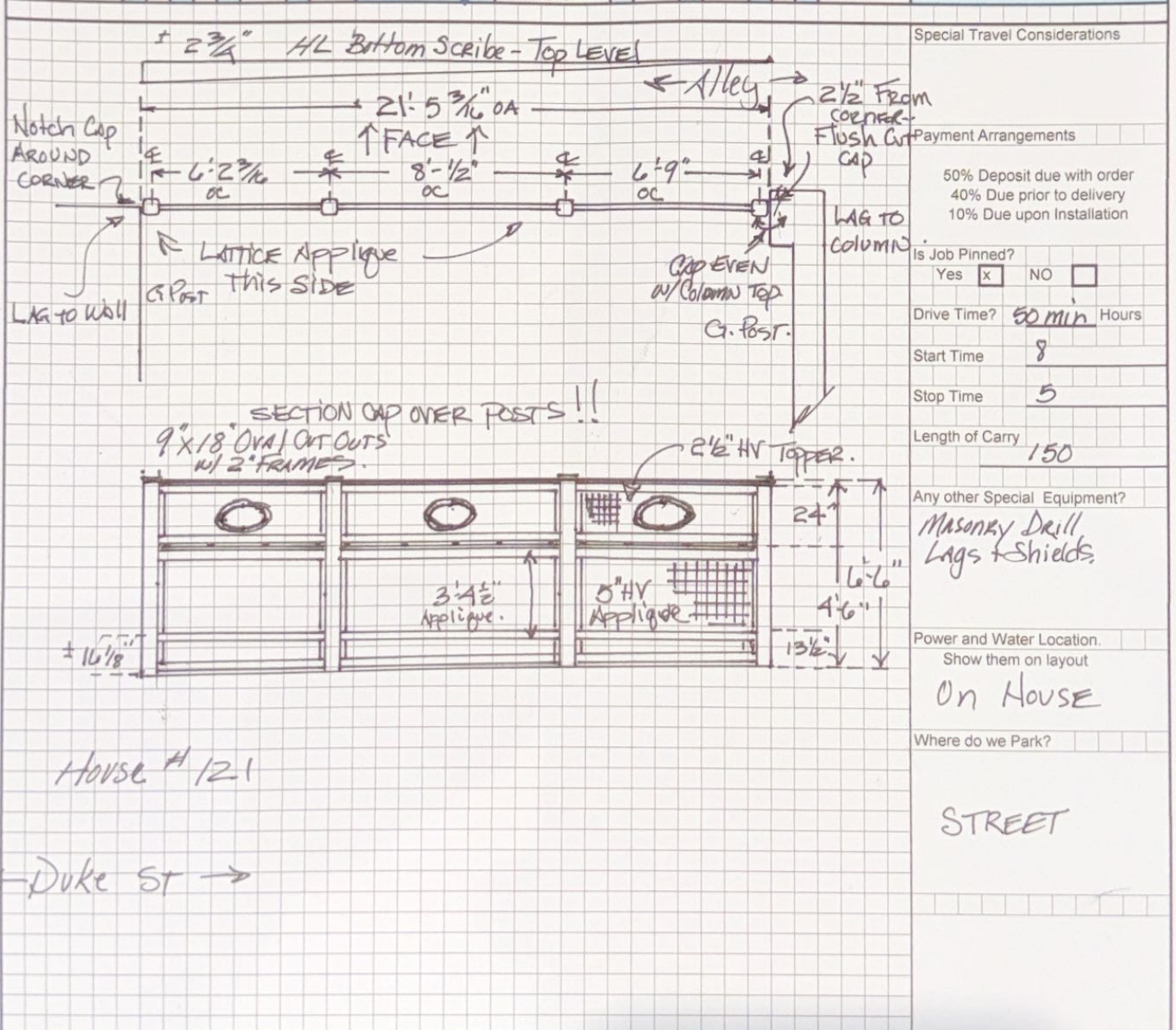
The owner is undertaking this work to correct an existing eyesore and to improve the area. She has agreed to open the property for the Virginia Garden Week 2027 House and Garden tour for the enjoyment of the community and garden enthusiasts, and is thus making this investment.

* * * * *

Customer #	Date	Order #	Cust.	Salesman
	5/29/25		Lynn Shirey	Gary Workman
Street			City, State	
121 Duke St.			Alexandria, Va	
Digsafe #	Underground pipe or wire	Clear Fence Line	Wire on Fence	In Outside
Extra Long posts	Paved Areas	Core Drilling	Trees / Stumps in Fence line	Ledge / Rock
				Fence on Wall

GRADE	Grade Notes:			
<div> <div>RACK</div> <div>STEP</div> <div>BOTTOM LEVEL TOP</div> <div>BOTTOM STEP TOP</div> <div>LEVEL TOP & BOTTOM</div> </div>	± 2 5/8" HL			
Select one:				

*****Show grades and curves from face side of fence*****											
CURVES	HL	HR	Straight Rail	Curved rail	Notes:	SCALLOPS	Top depth	inches	Straight rail	Curved rail	Notes:
The curves shown here are high left	HL or HR LONG	HL or HR SHORT	HL or HR SHORT END	HL or HR LONG END							
Select one:						Select one:					



Special Travel Considerations
Payment Arrangements
50% Deposit due with order
40% Due prior to delivery
10% Due upon installation
Is Job Pinned?
Yes <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Drive Time? 50 min Hours
Start Time 8
Stop Time 5
Length of Carry 150
Any other Special Equipment?
Masonry Drill
Lags + Shields
Power and Water Location
Show them on layout
On House
Where do we Park?
STREET

255 Patriot Place
Foxborough, MA 02035
(800) 343-6948

Date:	May 30, 2025
Reference #	00039585
Customer ID:	18-5897275

Bill to	Ship To	
Lynn Shirey Lynn Shirey 121 Duke Street Alexandria, VA 22314 lynnrshirey@gmail.com 703-589-7275	Lynn Shirey 121 Duke Street Alexandria, VA 22314	
Design Consultant	Branch Address	
Gary Workman (631) 865-1051	200 Glen Cove Rd Old Brookville, NY 11545 (631) 865-1051	
Ship Via	Terms	Est. Start Date
Install	50/40/10	

Project Description	
<p>22Lf of 5' Universal screen, lowered midrail, bottom rail long and loose to scribe to grade with 5" HV lattice applique. between midrail and top rail.</p> <p>22lf of 2' tall 2.5" HV lattice topper with 9" x 18" Oval cut outs with 2" frames.</p> <p>(4) 5.5" sq x 6' tall flat top posts (2) have wood cores to lag to adjacent brick.</p> <p>Section caps continuous over posts.</p> <p>Aluminum reinforced sold cellular pvc with rigid pvc posts</p> <p>Factory prefinished 2 coats of Sherwin William's Superpaint, Vinyl Safe "Verde" with satin sheen. Approval Drawing.</p> <p>Takedown and dispose of old fence.</p> <p>Customer has been advised the fence cannot be used to support edging for the raised planter.</p> <p>Installed and touched up by Walpole Outdoors, LLC</p>	
<p>Not Included: Permit fees, permit processing, stamped drawings, surveys.</p>	
Color Option	Verde

This quote is valid for 10 days from the date of issuance. To commence the project, a 50% deposit or commercial purchase order (where applicable) is required, along with acceptance of this quote. Any delay in signing the contract or submitting the deposit may result in a delay in the project's estimated start date. Once the contract has been accepted and signed, Walpole Outdoors will send an emailed payment link to collect the required deposit. The expected total cost of this project is: \$14,043.44



Authorized Signature for Lynn Shirey

6/2/2025

Pricing Breakdown

		Subtotal	\$13,400.00
		Handling Fee (3%)	\$0.00
		Sales Tax	\$643.44
		Total Due	\$14,043.44
		Check/ACH Discount Total	\$14,043.44
		Savings	\$0.00

Optional:



I agree to pay by Check, ACH or Wire Transfer in order to receive a 3% discount on the total amount.


3% Payment Discount: Customers who choose to pay via **Check, ACH or Wire Transfers** will receive a 3% discount on the total invoice, which includes both taxable and non-taxable amounts. By selecting the checkbox and opting for this payment method, you acknowledge that the 3% discount applies only when payment is made using **Check, ACH or Wire Transfers**. This discount is not applicable to credit card payments, or any other form of payment.

Important Note: The payment must be received and cleared within the terms outlined on the invoice for the discount to be honored. Failure to comply will result in the reversal of the discount.

Terms & Conditions:**Installation by Walpole Outdoors**

- 1 **Property Condition:** Customer is responsible for establishing property lines and fence lines, for clearly marking all underground and/or concealed objects, and for conforming with local zoning regulations and HOA by-laws, including but not limited to obtaining permits; the customer is responsible for any damage and fees resulting from failure to do so. This contract is subject to conditions beyond our control and does not include costs arising from extraordinary conditions; for example, striking ledge, alternate/unplanned post setting methods, or clearing trees, brush or other obstructions from the working area.
- 2 **Return visits:** A service charge will be assessed for any return visit requested post installation for any non-warranty adjustments and/or to repair general wear and tear issues.

Direct Shipment to End User

- 3 **Quote:** This quote is based on measurements, layouts, quantities, and specifications, as provided by Customer, and is valid for 10 days. The quote may include freight estimate; actual freight costs will be charged to the customer at time of invoice.
- 4 **FOB Origin Shipping:** Product may be shipped via motor freight to the shipping address provided as shown on this contract. Customer is responsible for offloading material from trailers at designated site, as well as disposal of all packing material, pallets, and crating. Any extra costs charged to Walpole Outdoors by the carrier due to delays or delivery difficulties will be passed on to the Customer.
- 5 **Upon Delivery:** Customer is responsible for inspecting products for damage and reviewing packing list for discrepancies against quantities and product conditions. Damaged products should be documented and signed for as damaged on the Bill of Lading, after which contact Walpole Outdoors immediately for direction and resolution. If damage is hidden, the customer has 48 hours to inspect all pieces and report damage to Walpole Outdoors.  Please Initial.

General Terms


- 6 **Project Delay:** The following conditions may cause delays in the commencement or completion of your project:
 - 6.1 **Permitting and Approvals:** Delays in obtaining necessary permits, approvals, or inspections from local authorities can impact project timelines.
 - 6.2 **Unforeseen Site Conditions:** Unexpected site conditions, including but not limited to, access issues or unforeseen structural concerns, may result in delays.
 - 6.3 **Weather Conditions:** Severe weather or unforeseen environmental factors may prevent timely installation or delivery.
 - 6.4 **Material Availability:** Supply chain disruptions or delays in material shipments may affect project start dates or completion.
 - 6.5 **Labor Availability:** Scheduling or labor resource constraints can result in delays in starting or completing the project on time.


Regardless of whether delivery of the materials to customer has already occurred, when a customer requests to reschedule the installation to a later date, Walpole reserves the right to (1) invoice the customer for the cost of all products and materials produced under the applicable Quotation, and (2) to charge the customer's payment method on file (credit card or ACH payment) for such products and materials on the date of the originally scheduled installation timeframe.

While Walpole Outdoors will make every effort to minimize delays, these factors may affect the expected timeline for your project. We will notify you promptly if any issues arise that could impact the project schedule.

By agreeing to these terms, you acknowledge and accept that these factors may cause changes to the anticipated timeline.

- 7 **Cancellation:** Customer may cancel this agreement provided you notify Walpole in writing via email, in-person delivery or ordinary mail posted not later than midnight of the third business day following the signing of this agreement. If

cancelled beyond this period Walpole has the right to recover the costs incurred for engineering, materials and manufacturing  Please Initial.

- 8 **Returns:** Since we design and manufacture your specific order to your unique project specifications, return of custom and made-to-order products can neither be authorized nor accepted, regardless of reason. See our return policy or contact us for details. Our full return policy can be found on our website at www.walpoleoutdoors.com/resources-center
- 9 **Payment Terms:** A 50% Deposit is required for all orders within 24 hours of signed agreement. A 40% progress payment is required prior to delivery or the first day of installation. The remaining 10% balance is required to be paid at the substantial completion of installation or delivery. Walpole reserves the right to utilize any of its legal rights to collect any unpaid balance.
- 10 **Shipping Terms:** Quoted shipping price is an estimate and may be repriced at time of shipment.
- 11 **Warranty:** Walpole Outdoors, LLC warrants all products and workmanship to be free from defects for one year from the date of installation. Furthermore, Walpole Outdoors offers a 25-year Limited Product Warranty. Comprehensive warranty details can be obtained at www.walpoleoutdoors.com/resources-center
- 12 **Change Orders:** All Change Orders require a separate contract, that must be signed and returned with applicable payment due upon execution. Change orders may delay installation or delivery dates.
- 13 **Handling Fee:** The buyer agrees to pay a 3% handling fee, which is calculated based on the total contract price. The fee covers packaging, handling and processing of the order.
- 14 **Notice Regarding Lien Rights:** If Walpole Outdoors or any subcontractor thereof working on this project is not paid for their services, they may have a legal claim against the property in accordance with applicable lien laws in your jurisdiction. This claim may be enforced against the property if payment is not made as agreed.  Please Initial.

Notice for New York, Virginia and Maryland Customers

These terms may supersede any conflicting terms above.

- 15 **Permit Requirements:** Walpole requires all necessary jurisdictional permits to perform the work under this contract be in place prior to commencement of the project.
- 16 **Workers' Compensation Certificate:** Upon request, Walpole agrees to furnish the homeowner with a valid certificate of Worker's Compensation insurance prior to commencing any work. If requested, the homeowner's name and address is required to be submitted to Walpole's insurance provider for the purpose of securing said certificate of issuance.

Entire Agreement: This agreement, along with all documents and drawings incorporated herein by reference, constitutes the entire agreement between Walpole Outdoors LLC and the customer and there are no verbal agreements or representations in connection therewith. This agreement shall not be modified other than in writing by an authorized representative of each party and neither party shall have the authority to waive this prohibition.

Approval: By signing below, I agree that I have received, understand, and will abide by the Terms & Conditions detailed above. I acknowledge that phone and electronic processing carry the same authorization as my written signature.

 *Lynn Shirey*

Authorized Signature for Lynn Shirey

6/2/2025