

Return to: Department of Public Works
Inspection Division
100 North Appleton Street
Appleton, Wisconsin 54911
(920) 832-6411

City of Appleton Application for Variance

Application Deadline

April 17, 2017

Meeting Date

May 15, 2017

Please write legibly and also submit a complete reproducible site plan (maximum size 11" x 17"). A complete site plan includes, but is not limited to, all structures, lot lines and streets with distances to each. There is a non-refundable \$125.00 fee for each variance application. The nonrefundable fee is payable to the City of Appleton and due at the time the application is submitted.

Property Information	
Address of Property (Variance Requested) 5465 N. Haymeadow Ave.	Parcel Number 316620224
Zoning District R1B	Use of Property Residential <input type="checkbox"/> Commercial <input checked="" type="checkbox"/>

Applicant Information	
Owner Name Lori J. Barr	Owner Address 5465 N. Haymeadow Ave.
Owner Phone Number 920-216-8152	Owner E Mail address (optional) lori.barr@kcc.com
Agent Name	Agent Address
Agent Phone Number	Agent E Mail address (optional)

Variance Information
Municipal Code Section(s) Project Does not Comply 23-44
Brief Description of Proposed Project Install a fence in the rear yard on top of a berm. Portions of fence will be eight (8) feet tall.

Owner's Signature (Required):



Date:

April 17, 2017

PROPERTY: 5465 N. Haymeadow Ave., Appleton WI 54913

1. Explain your proposed plans and why you are requesting a variance:

I am proposing to enclose my backyard with a 6 foot cedar board privacy fence. I am requesting a variance as my yard has an agricultural berm required by the City of Appleton and therefore I am not able to lower the grade on the berm on my lot line such that construction of my fence would remain 6 feet above grade.

2. Describe how the variance would not have an adverse effect on the surrounding properties:

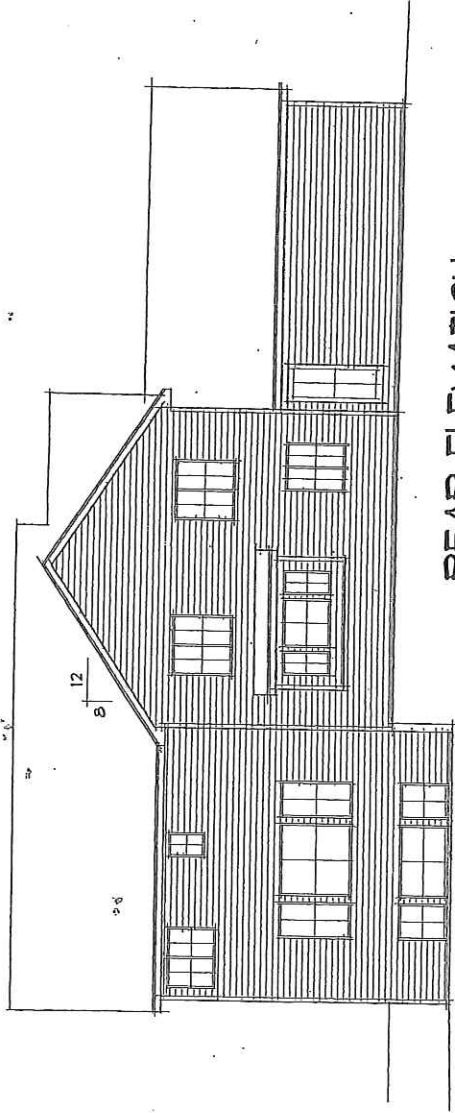
The proposed variance would not have an adverse effect on the surrounding properties because my backyard slopes downward away from the house foundation and my front yard slopes high in the south and low in the north as I am on a hill. Therefore, the top of the berm in my backyard is 9" below the grade of the south east front corner and 9" below the foundation level from the north east front corner of my yard. My adjacent neighbors (north, south or east) will not have further obstructed views from construction of a fence on along the back of my yard. Also, there is no adverse effect to the West as the land behind my property is a farm and will be zoned light commercial in the future. Our neighborhood was told by Mayor Hanna the property directly behind me will never be zoned residential so there would not be an adverse effect from any property owner to the West of me. In fact, the property directly behind my yard will be a natural barrier to separate my property from the light commercial properties.

3. Describe the special conditions that apply to your lot or structure that do not apply to surrounding lots or structures:

As I indicated in previous answers to questions 1 and 2, my lot has an agricultural berm which runs along the back of my lot. Both lots adjacent to my lot North and South of me also have agricultural berms. However, most lots in the city of Appleton do have agricultural berms to separate their residential lot from a farm.

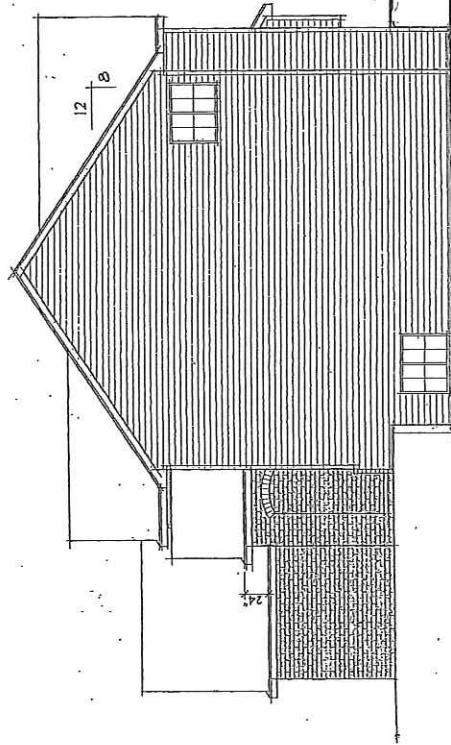
4. Describe the hardship that would result if your variance were not granted.

My property is adjacent to an agricultural zone which abuts to commercial zoning. The commercial zone is adjacent to Highway 47. Currently there is a high level of noise from Highway 47 due to the farms and wetlands that are directly behind my property to the West and therefore lack of sound barriers to Highway 47. There is also a noise from a new road and utilities which will become an additional access point to my neighborhood. The city of Appleton purchased the agricultural farms which are directly west of my property. These farms are in the process of being rezoned by the city. My hardship is the noise that carries from Highway 47 and the noise from the new road to the North of my property. In addition, my hardship is that I will not be able to have my dog run freely in my backyard as currently I must tether my dog in the backyard.



REAR ELEVATION

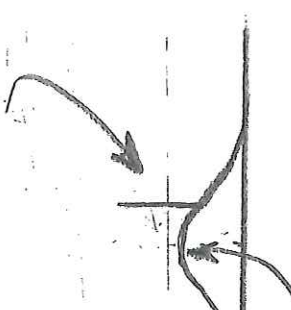
SCALE: $\frac{1}{8}" = 1'-0"$



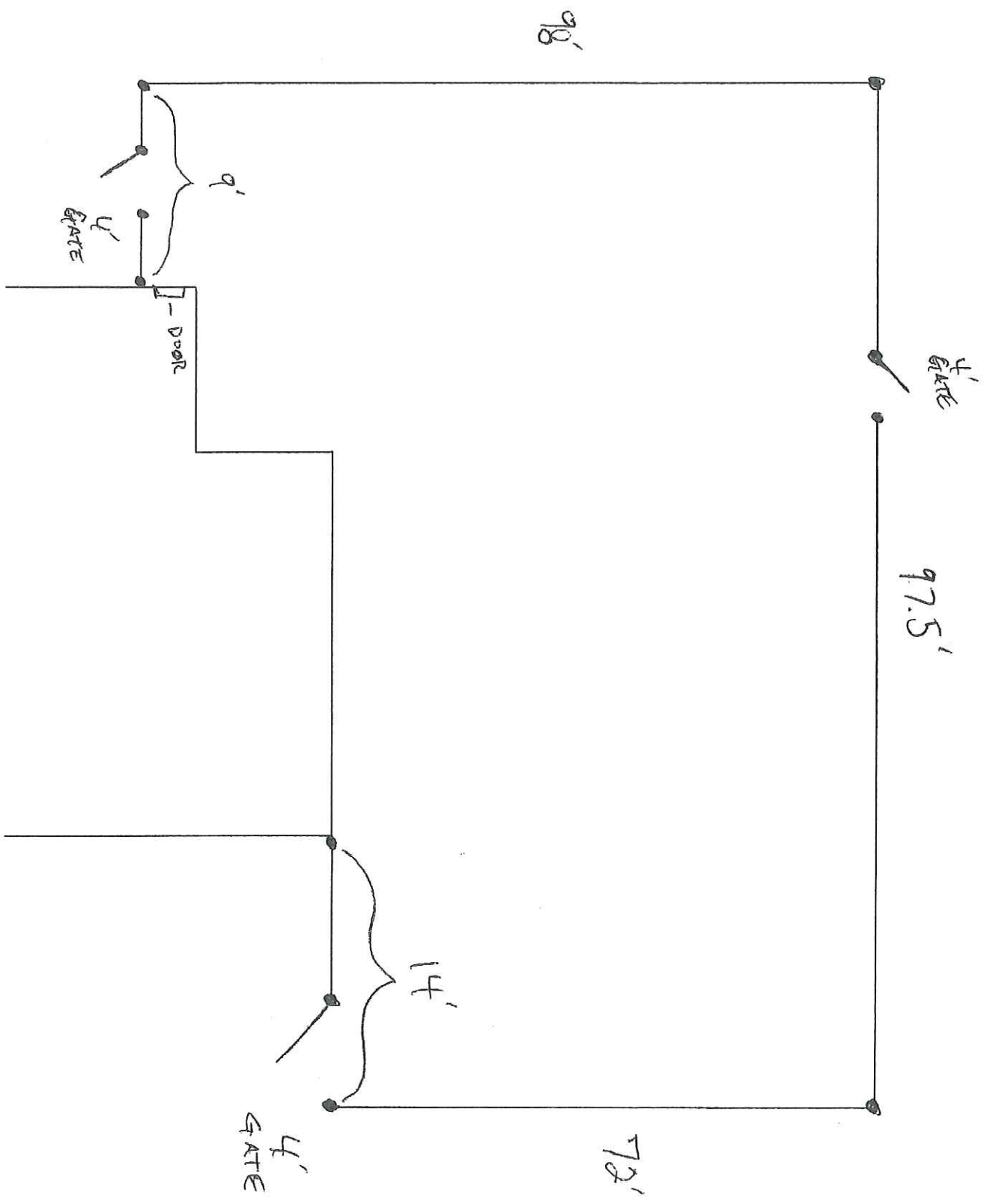
RIGHT SIDE ELEVATION

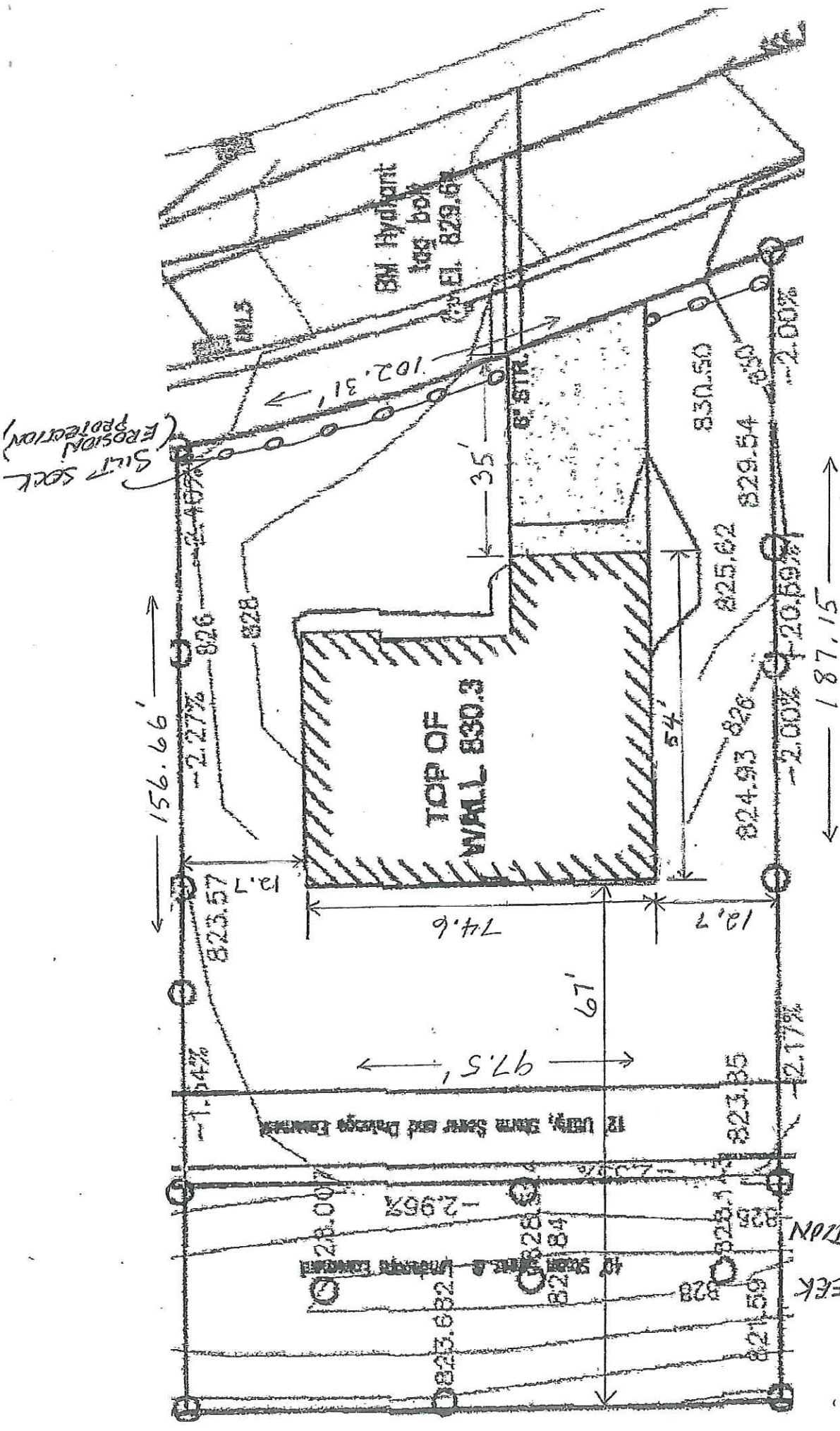
SCALE: $\frac{1}{8}" = 1'-0"$

PROPOSED FENCE



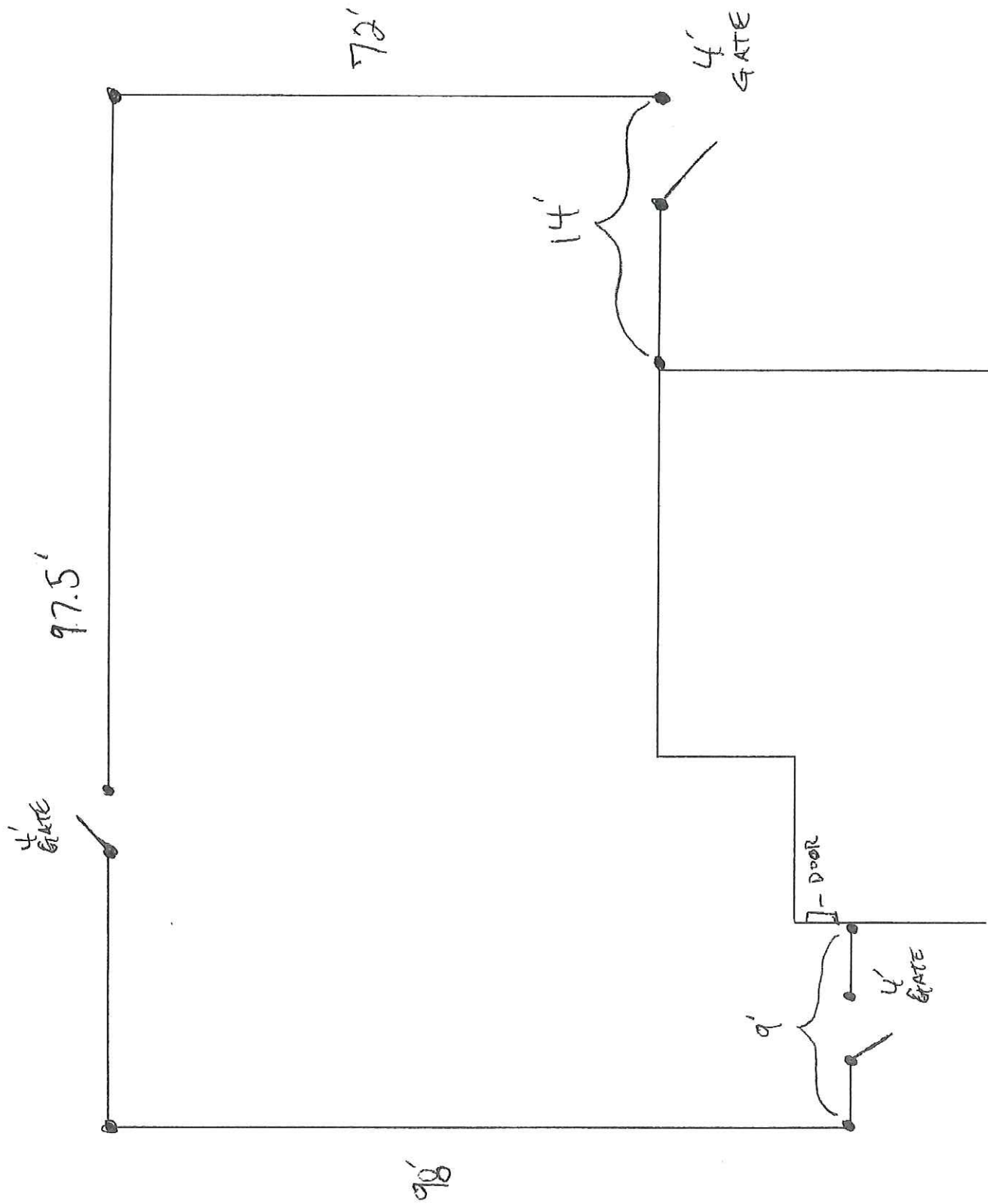
TOP OF BURN IS ~1FT
BELOW EXTENDED
GRADE LINE





PLOT PLAN
 LOT 124
 CLEARWATER CREEK
 JACOB CONSTRUCTION
 585-7570

LOCATION OF FOUNDATION IS
 APPROXIMATE



PROPOSAL

NORTHERNFENCE-WI.COM



OWNER INFORMATION

Name Lori Barr
Address 5465 N. Haymeadow Ave.
City, State ZIP Appleton, WI 54913
Phone 920-216-8152
Email lori.barr@kcc.com

Project name

Northern Fence, Inc.

Address 3721 N. Rifle Range Rd.
City, State ZIP Appleton, WI 54911
Phone- Appleton 920-731-9009
Phone- Green Bay 920-468-0129
Fax 920-731-9690
Email info@northernfence-wi.com
Contact Matthew Hawkins (Sales Manager)

SPECIFICATIONS

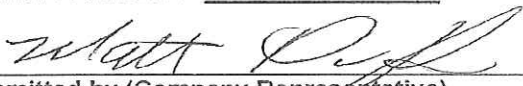
Cedar Wood Fence

Style- Board on Board
Height- 6'
Footage- 283'
Boards- 1"x6"x6" (Dog Eared)
Rails- 2"x3"x8' (2 per section)
Posts- 2-1/2" x 10' (Steel)
Post Covers

EXTRAS

PRICE

TOTAL= \$ 7,000.00
CASH/CHECK DISCOUNT= \$ 6,800.00
DOWN PAYMENT=


Submitted by (Company Representative)

3-20-17
Date

OWNER ACCEPTANCE

I do accept the above scope of work, proposed by Northern Fence, Inc.

Submitted by (property owner or authorized representative)

Date

PROPOSAL

NORTHERNFENCE-WI.COM



OWNER INFORMATION

Name Lori Barr
Address 5465 N. Haymeadow Ave.
City, State ZIP Appleton, WI 54913
Phone 920-216-8152
Email lori.barr@kcc.com

Project name

Northern Fence, Inc.

Address 3721 N. Rifle Range Rd.
City, State ZIP Appleton, WI 54911
Phone- Appleton 920-731-9009
Phone- Green Bay 920-468-0129
Fax 920-731-9690
Email info@northernfence-wi.com
Contact Matthew Hawkins (Sales Manager)

SPECIFICATIONS

Cedar Wood Fence

Style- Board on Board
Height- 6'
Footage- 283'
Boards- 1"x6"x6' (Dog Eared)
Rails- 2"x3"x8' (2 per section)
Posts- 2-1/2" x 10' (Steel)
Post Covers

EXTRAS

PRICE

TOTAL= \$ 7,000.00
CASH/CHECK DISCOUNT= \$ 6,800.00
DOWN PAYMENT= _____


Submitted by (Company Representative)

3-20-17
Date

OWNER ACCEPTANCE

I do accept the above scope of work, proposed by Northern Fence, Inc.

Submitted by (property owner or authorized representative)

Date

TERMS OF PAYMENT

50% DOWN PAYMENT REQUIRED ON ALL ORDERS. BALANCE DUE ON DAY OF JOB COMPLETION-UNLESS OTHERWISE SPECIFIED ON THIS PROPOSAL. A FINANCE CHARGE OF 1 ½ % PER MONTH (OR A MINIMUM OF \$1.00) WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%, SHALL BE APPLIED TO ACCOUNTS THAT ARE NOT PAID WITHIN 10 DAYS AFTER COMPLETION OF ANY WORK INVOICED. THE CUSTOMER AGREES TO PAY ALL INTEREST AND ANY COSTS INCURRED IN THE COLLECTION OF THIS DEBT.

NOTICE OF LIEN RIGHTS

WE ARE PROVIDING THIS NOTICE AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW. NORTHERN FENCE INC. HEREBY NOTIFIES YOU, AS OWNER, THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS (INCLUDING NORTHERN FENCE INC.) FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNERS NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE THESE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS/HER MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS/HER LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ADD ON'S / CHANGES

ADDITIONAL CHARGES FOR ANY EXTRA WORK NOT COVERED IN THIS CONTRACT THAT WAS REQUESTED BY THE CUSTOMER WILL ALSO BE ADDED, INCLUDING FOOTAGE OF FENCE AND EXTRA POSTS. THE FULL AMOUNT OF THIS CONTRACT ALONG WITH ANY ADDITIONAL CHARGES WILL BECOME PAYABLE UPON COMPLETION OF ALL WORK WHETHER OR NOT IT HAS BEEN INVOICED.

CANCELLATION

ANY CANCELLATION AFTER 3-DAYS OF SENDING DOWN PAYMENT, OR SIGNING OF PROPOSAL, WILL RESULT IN A FEE OF 25% OF THE TOTAL CONTRACT AMOUNT.

CUSTOMER RESPONSIBILITIES

NORTHERN FENCE INC. SHALL ADVISE THE CUSTOMER AS TO LOCAL ZONING REGULATIONS BUT RESPONSIBILITY FOR COMPLYING WITH SAID REGULATIONS AND OBTAINING ANY REQUIRED PERMITS SHALL REST WITH THE CUSTOMER. NORTHERN FENCE INC. WILL ASSIST THE CUSTOMER, UPON REQUEST, IN DETERMINING WHERE THE FENCE IS TO BE ERECTED, BUT UNDER NO CIRCUMSTANCE DOES NORTHERN FENCE INC. ASSUME ANY RESPONSIBILITY CONCERNING PROPERTY LINES OR IN ANY WAY GUARANTEE THEIR ACCURACY. IF PROPERTY PINS CANNOT BE LOCATED IT IS RECOMMENDED THAT THE CUSTOMER HAVE THE PROPERTY SURVEYED. NORTHERN FENCE INC. WILL ASSUME THE RESPONSIBILITY FOR HAVING UNDERGROUND PUBLIC UTILITIES LOCATED AND MARKED. HOWEVER, NORTHERN FENCE INC. ASSUMES NO RESPONSIBILITY FOR UNMARKED SPRINKLER LINES, OR ANY OTHER UNMARKED BURIED LINES OR OBJECTS. THE CUSTOMER WILL ASSUME ALL LIABILITY FOR ANY DAMAGE CAUSED BY DIRECTING NORTHERN FENCE INC. TO DIG IN THE IMMEDIATE VICINITY OF KNOWN UTILITIES. ANY LANDSCAPING OR TRIMMING MUST BE PERFORMED BY THE CUSTOMER (FENCE LINE MUST BE CLEAR) BEFORE ANY WORK WILL BEGIN.

I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS OF THIS CONTRACT/PROPOSAL

PROPERTY OWNER _____ DATE _____

PLEASE RETURN SIGNED COPY WITH DOWN PAYMENT. THANK YOU!

PLOT PLAN
 LOT 124
 CLEARWATER CREEK
 JACOB CONSTRUCTION
 585-7570

