



COMMUNITY DEVELOPMENT DEPARTMENT

45175 Ten Mile Road
Novi, MI 48375
(248) 347-0415 Phone
(248) 735-5600 Facsimile
www.cityofnovi.org

ZONING BOARD OF APPEALS STAFF REPORT

FOR: City of Novi Zoning Board of Appeals

ZONING BOARD APPEALS DATE: April 9, 2019

REGARDING: 41414 Broquet Dr, Parcel # 50-22-35-429-004 (PZ19-0012)

BY: Larry Butler, Deputy Director Community Development

I. GENERAL INFORMATION:

Applicant

Philip and Jessica Haapala

Variance Type Dimensional

Property Characteristics

Zoning District:

Location:

Parcel #:

Single Family Residential

West of Meadowbrook Road and South of Nine Mile Road

50-22-35-429-004

Request

The applicant is requesting variance from Section 5.11(A)ii to allow a fence to extend past the exterior side yard setback. This property is zoned Single Family Residential (R-1).

II. STAFF COMMENTS:

III. RECOMMENDATION:

The Zoning Board of Appeals may take one of the following actions:

1. I move that we **grant** the variance in Case No. **PZ19-0012**, sought by _____, for _____ because Petitioner has shown practical difficulty requiring _____.

 - (a) Without the variance Petitioner will be unreasonably prevented or limited with respect to use of the property because _____.
 - (b) The property is unique because _____.
 - (c) Petitioner did not create the condition because _____.

(d) The relief granted will not unreasonably interfere with adjacent or surrounding properties because _____
_____.

(e) The relief is consistent with the spirit and intent of the ordinance because _____
_____.

(f) The variance granted is subject to:

1. _____.
2. _____.
3. _____.
4. _____.

2. I move that we **deny** the variance in Case No. **PZ19-0012**, sought by _____
for _____ because Petitioner has not shown practical difficulty requiring _____.

(a) The circumstances and features of the property including _____ are not unique because they exist generally throughout the City.

(b) The circumstances and features of the property relating to the variance request are self-created because _____
_____.

(c) The failure to grant relief will result in mere inconvenience or inability to attain higher economic or financial return based on Petitioner's statements that _____.

(d) The variance would result in interference with the adjacent and surrounding properties by _____.

(e) Granting the variance would be inconsistent with the spirit and intent of the ordinance to _____
_____.

Should you have any further questions with regards to the matter please feel free to contact me at (248) 347-0417.

Larry Butler
Deputy Director Community Development
City of Novi



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ZONING BOARD OF APPEALS APPLICATION

APPLICATION MUST BE FILLED OUT COMPLETELY

RECEIVED

FEB 27 2019

CITY OF NOVI
COMMUNITY DEVELOPMENT

I. PROPERTY INFORMATION (Address of subject ZBA Case)				Application Fee: _____	
PROJECT NAME / SUBDIVISION				Meeting Date: _____	
ADDRESS 41414 Broquet Dr		LOT/SIUTE/SPACE #		ZBA Case #: PZ _____	
SIDWELL # 50-22-35 - 429 - 004		May be obtain from Assessing Department (248) 347-0485			
CROSS ROADS OF PROPERTY Meadowbrook Road and Novi Road					
IS THE PROPERTY WITHIN A HOMEOWNER'S ASSOCIATION JURISDICTION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			REQUEST IS FOR: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> VACANT PROPERTY <input type="checkbox"/> SIGNAGE		
DOES YOUR APPEAL RESULT FROM A NOTICE OF VIOLATION OR CITATION ISSUED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
II. APPLICANT INFORMATION					
A. APPLICANT		EMAIL ADDRESS haapae14@gmail.com		CELL PHONE NO. (734) 589-0651	
NAME Philip & Jessica Haapala		TELEPHONE NO.			
ORGANIZATION/COMPANY		FAX NO.			
ADDRESS 1403 S. Sheldon Rd. Apt. 1		CITY Plymouth	STATE MI	ZIP CODE 48170	
B. PROPERTY OWNER <input type="checkbox"/> CHECK HERE IF APPLICANT IS ALSO THE PROPERTY OWNER					
Identify the person or organization that owns the subject property:		EMAIL ADDRESS		CELL PHONE NO.	
NAME		TELEPHONE NO.			
ORGANIZATION/COMPANY		FAX NO.			
ADDRESS		CITY	STATE	ZIP CODE	
III. ZONING INFORMATION					
A. ZONING DISTRICT					
<input type="checkbox"/> R-A <input checked="" type="checkbox"/> R-1 <input type="checkbox"/> R-2 <input type="checkbox"/> R-3 <input type="checkbox"/> R-4 <input type="checkbox"/> RM-1 <input type="checkbox"/> RM-2 <input type="checkbox"/> MH <input type="checkbox"/> I-1 <input type="checkbox"/> I-2 <input type="checkbox"/> RC <input type="checkbox"/> TC <input type="checkbox"/> TC-1 <input type="checkbox"/> OTHER _____					
B. VARIANCE REQUESTED					
INDICATE ORDINANCE SECTION (S) AND VARIANCE REQUESTED:					
1. Section <u>5.11.-1.A.ii.</u>		Variance requested <u>DIMENSIONAL</u>			
2. Section _____		Variance requested _____			
3. Section _____		Variance requested _____			
4. Section _____		Variance requested _____			
IV. FEES AND DRAWINGS					
A. FEES					
<input checked="" type="checkbox"/> Single Family Residential (Existing) \$200 <input type="checkbox"/> (With Violation) \$250 <input type="checkbox"/> Single Family Residential (New) \$250 <input type="checkbox"/> Multiple/Commercial/Industrial \$300 <input type="checkbox"/> (With Violation) \$400 <input type="checkbox"/> Signs \$300 <input type="checkbox"/> (With Violation) \$400 <input type="checkbox"/> House Moves \$300 <input type="checkbox"/> Special Meetings (At discretion of Board) \$600					
B. DRAWINGS 1-COPY & 1 DIGITAL COPY SUBMITTED AS A PDF					
<ul style="list-style-type: none"> • Dimensioned Drawings and Plans • Site/Plot Plan • Existing or proposed buildings or addition on the property • Number & location of all on-site parking, if applicable 			<ul style="list-style-type: none"> • Existing & proposed distance to adjacent property lines • Location of existing & proposed signs, if applicable • Floor plans & elevations • Any other information relevant to the Variance application 		



ZONING BOARD OF APPEALS APPLICATION

V. VARIANCE

A. VARIANCE (S) REQUESTED

DIMENSIONAL USE SIGN

There is a five-(5) hold period before work/action can be taken on variance approvals.

B. SIGN CASES (ONLY)

Your signature on this application indicates that you agree to install a **Mock-Up Sign** ten-(10) days before the schedule ZBA meeting. Failure to install a mock-up sign may result in your case not being heard by the Board, postponed to the next schedule ZBA meeting, or cancelled. A mock-up sign is **NOT** to be actual sign. Upon approval, the mock-up sign must be removed within five-(5) days of the meeting. If the case is denied, the applicant is responsible for all costs involved in the removal of the mock-up or actual sign (if erected under violation) within five-(5) days of the meeting.

C. ORDINANCE

City of Novi Ordinance, Section 3107 – Miscellaneous

No order of the Board permitting the erection of a building shall be valid for a period longer than one-(1) year, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.

No order of the Board permitting a use of a building or premises shall be valid for a period longer than one-hundred and eighty-(180) days unless such use is establish within such a period; provided, however, where such use permitted is dependent upon the erection or alteration or a building such order shall continue in force and effect if a building permit for such erection or alteration is obtained within one-(1) year and such erection or alteration is started and proceeds to completion in accordance with the terms of such permit.

D. APPEAL THE DETERMINATION OF THE BUILDING OFFICIAL

PLEASE TAKE NOTICE:

The undersigned hereby appeals the determination of the Building Official / Inspector or Ordinance made

CONSTRUCT NEW HOME/BUILDING ADDITION TO EXISTING HOME/BUILDING SIGNAGE

ACCESSORY BUILDING USE OTHER _____

VI. APPLICANT & PROPERTY SIGNATURES

A. APPLICANT

Chris Heagalen
Applicant Signature

Jessica Bacopla

2/27/2019
Date

B. PROPERTY OWNER

If the applicant is not the owner, the property owner must read and sign below:

The undersigned affirms and acknowledges that he, she or they are the owner(s) of the property described in this application, and is/are aware of the contents of this application and related enclosures.

Property Owner Signature

Date

VII. FOR OFFICIAL USE ONLY

DECISION ON APPEAL:

GRANTED

DENIED

The Building Inspector is hereby directed to issue a permit to the Applicant upon the following and conditions:

Chairperson, Zoning Board of Appeals

Date



Community Development Department

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**REVIEW STANDARDS
DIMENSIONAL VARIANCE**

The Zoning Board of Appeals (ZBA) will review the application package and determine if the proposed Dimensional Variance meets the required standards for approval. In the space below, and on additional paper if necessary, explain how the proposed project meets each of the following standards. (Increased costs associated with complying with the Zoning Ordinance will not be considered a basis for granting a Dimensional Variance.)

Standard #1. Circumstances or Physical Conditions.

Explain the circumstances or physical conditions that apply to the property that do not apply generally to other properties in the same zoning district or in the general vicinity. Circumstances or physical conditions may include:

- a. Shape of Lot.** Exceptional narrowness, shallowness or shape of a specific property in existence on the effective date of the Zoning Ordinance or amendment.

Not Applicable Applicable If applicable, describe below:

Our lot is on the corner which limits where we can place the fence.

and/or

- b. Environmental Conditions.** Exceptional topographic or environmental conditions or other extraordinary situations on the land, building or structure.

Not Applicable Applicable If applicable, describe below:

and/or

- c. Abutting Property.** The use or development of the property immediately adjacent to the subject property would prohibit the literal enforcement of the requirements of the Zoning Ordinance or would involve significant practical difficulties.

Not Applicable Applicable If applicable, describe below:

Standard #2. Not Self-Created.

Describe the immediate practical difficulty causing the need for the Dimensional Variance, that the need for the requested variance is not the result of actions of the property owner or previous property owners (i.e., is not self-created).

The current allowed fence location splits the backyard in half and thus severely limits full usage of said space.

Standard #3. Strict Compliance.

Explain how the Dimensional Variance in strict compliance with regulations governing area, setback, frontage, height, bulk, density or other dimensional requirements will unreasonably prevent the property owner from using the property for a permitted purpose, or will render conformity with those regulations unnecessarily burdensome.

We currently have 3 small children who need a large fenced in yard to run around and play. We'd like to install a nice swing set in, maybe a trampoline, sandbox, and maybe a vegetable garden. We can't do this comfortably with the amount of space currently allotted.

Standard #4. Minimum Variance Necessary.

Explain how the Dimensional Variance requested is the minimum variance necessary to do substantial justice to the applicant as well as to other property owners in the district.

It will do justice to us as the owners by giving us the ability to fit all of the items requested comfortably. It will do justice to the other property owners by keeping our kids contained and off their property.

Standard #5. Adverse Impact on Surrounding Area.

Explain how the Dimensional Variance will not cause an adverse impact on surrounding property, property values, or the use and enjoyment of property in the neighborhood or zoning district.

Our proposal is to extend the fence to the sidewalk or maybe a few feet from it. So instead of a square more like a rectangle. We plan to stay within our defined property boundaries. It should have no impact on surrounding property, property values, or the use and enjoyment of property in the neighborhood.



32580 Grand River (Suite 5)
Farmington, MI 48336
Phone: 248-658-8217
Fax: 2482820492

Jessica Haapala
2488379328

41414 Broquet Northville 48167

Print-date: 2-27-2019

Why choose Paramount? 1) BBB accredited with an A+ rating. 2) Lifetime Workmanship Warranty. 3) Voted "2018 *best fence contractor*". 4) Named "*top fence company to buy from in 2019*" by Expertise. 5) Best reputation & reviews in Southeast Michigan. 6) Track the status of your project 24/7 from your computer, tablet or mobile phone with our app!

Attached Files:



photo courtesy of - Paramo

Price Breakdown

Code	Description	Qty / Unit	Price
Vinyl Solid Privacy [White]	Fence (6' Tall)	190 ft	\$6,460.00
Vinyl Solid Privacy [White]	Single Gate (6' Tall)	4 ft	\$600.00
Vinyl Solid Privacy [White]	Fence (6' Tall)	125 ft	\$4,250.00
Labor Service - Other	Removal of existing fence (Privacy/Picket)	125	\$468.75
City Permit Fee	Northville Permits tend to range from \$350-\$450, final cost will be added once city establishes fee.	1	\$0.00

Total Price: \$11,778.75

CONTRACT TERMS: By signing this contract Purchaser verifies that the fence placement, style/design and scope of work to be performed is correct to the Purchaser's specification. Purchaser is responsible for marking and/or indicating all property lines; Paramount fence assumes no responsibility for the accuracy of the Purchaser's designation for the fence location or property lines. Any disputes concerning the location of the installed fence is solely the

Purchaser's responsibility as well as all litigation costs. Purchaser agrees that Paramount Fence is not responsible for damaged sprinkler systems, landscaping, grass/sod, decorative items or personal utility lines/pipes caused by installing the above mentioned fence. This contract may be canceled at any time prior to the start of construction; if material(s) have been ordered and/or fabricated, Purchaser agrees to pay full material cost(s) upon cancelation in addition to all administrative, processing, and permit costs. Purchaser verifies that no other verbal agreement(s) or promise(s) have been made outside of this contract between Purchaser and Paramount Fence. All changes to this contract are to be made via designated change order forms only and approved by Purchaser and/or Paramount Fence. Paramount Fence reserves the right to place a company sign on all fences constructed unless otherwise requested by Purchaser. Paramount Fence reserves the right to feature Purchaser's fence project and location in online and print portfolios unless otherwise requested by Purchaser. All fences and equipment outlined in this proposal are quoted using our standard design and installation process unless otherwise mentioned specifically within this quote and will be installed to be consistent with the terrain/grade of the ground. It is the Purchaser's sole responsibility to understand the style, design and installation process of such standards prior to signing this contract. This quote is valid for three (3) days. **PERMIT FEE(S)**: All city permit fees will be added to the final balance of this contract if not initially included as an individual line item within this proposal. Purchaser is responsible for obtaining the approval of any neighborhood, homeowners or sub-division association. **CORE DRILLS**: In the event that Paramount Fence must drill through or anchor to a concrete driveway, walkway, patio, or any other solid surface; a fee of \$50.00 PER CORE DRILL will be added to this contract. **DIRT/DEBRIS**: Paramount Fence does not haul away any dirt/debris that may be dug up during the construction of any fence. Paramount Fence will, however, place such dirt/debris in a spot designated by the Purchaser, located on the Purchaser's property. If no specific location is designated by Purchaser, Paramount Fence will place excess dirt/debris on Purchaser's property in an area determined acceptable by Paramount Fence staff. **WARRANTY**: All of our fence products come with standard manufacturer warranties and all of our new fence installations come with a lifetime workmanship warranty; This workmanship warranty covers any defects that occur as a direct result of the craftsmanship of Paramount Fence and no other factors. This warranty does not cover wood fence parts that have warped, cracked, split, or rotted. Repair projects do not include a workmanship warranty. **PAYMENT TERMS**: Purchaser agrees to pay 50% deposit at the time of signing this agreement and pay all remaining balances immediately upon completion. **NON-PAYMENT/LATE FEE(S)**: Final payment of this contract is due immediately upon Customer receiving a final invoice via email; Purchaser agrees to pay a 5% late fee which will be added for each month (30 day period) that the final payment is not received. Paramount Fence maintains ownership of all fence materials installed until full contract balance has been paid by Purchaser. Paramount Fence retains its right of ownership, access to and removal of said material(s) if full contract balance is not paid within thirty (30) days of completing the above scope of work.

Signature

Print Name:

Date:

*Only one proposal can be approved. Approving this will decline all other available proposals.





This 5ft tall vinyl privacy fence was installed on a corner lot in Livonia Michigan and is a prime demonstration of the
photo courtesy of - Paramount Fence - www.paramountfenceco.com