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TOWN OF LOWELL BOARD OF ZONING APPEALS
APPLICATION FOR VARIANCE FROM DEVELOPMENT STANDARDS

0-9-

1. Completed Application 6/4
2. Proof of Ownership 6/4
3. Application Fee 6/4
4. Plat of Survey or Site Plan (To Scale) 6/4
5. Certified List of Adjacent Property Owners N/R
6. Proof of Publication 6/17/24
7. Notice to Adjacent Property Owners 6/18/24
8. Petitioner's Name Randall J. Wobb c/o v.s law Phone c/o v.s law 219.230.4533
Address (Mailing) PO Box 980 Cedar Lake, IN 46303
9. Owners Name (if different) Randall J. Wobb
10. Property location 7662 W 179th Lowell, IN 46356
11. Corner Lot: yes X no _____
12. Present Zone: R2
13. Present Use: residential
14. Legal Description: see attached
15. Request for variance from the provision of 55.090 (b), (c), (d) **(B)**
(Section, paragraph of zoning ordinance)
16. State specific change proposed and reason(s) such changes are necessary:
See attached

17. A board of zoning appeals shall approve or deny variances from the development standards (such as height, bulk, or area) of the zoning ordinance. A variance may be approved under this section only upon a determination in writing that:

1. The approval will not be injurious to the public health, safety, morals and general welfare of the community;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. However, the zoning ordinance may establish a stricter standard than the "practical difficulties" standard prescribed by this subdivision. [IC 36-7-4-918.5, as added by P.L. 357-1983, 14.]

C-4-24
Date


Signature of Petitioner

I RECEIVED THE INSTRUCTIONS FOR FILING A BZA PETITION

Printed Name

Date

Signed Name

Address

Updated 4/5/17 added signature line for receipt of instructions

VIS LAW, LLC
ATTORNEY AT LAW
Licensed in Illinois and Indiana

July -
24-009

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June 4, 2024

VIA

Town of Lowell Plan Commission

RE: 7662 W 174th Avenue, Lowell, Indiana

Dear Board:

I trust this finds you well. Please be advised, the undersigned represents Randy Webb, owner of the premises commonly known as 7662 W 174th Avenue, Lowell, Indiana 46356. As is indicated in the attached documentation, my client owns the property located on the corner of Redbud Lane and Concord Court.

Near this location, it is my client's understanding that there may be installed a public walking path/bike trail. To enable the privacy of his yard, as well as to ensure the safety of his young children, my client is desirous of installing a six foot high fence, in the areas located in the attached highlighted portions. Recognizing that this is beyond the building set back line, my client is respectfully requesting a variance from the commission. I have attached hereto a survey which outlines the proposed location of this fence area. As is indicated on the west side of my client's property, he is desirous of extending from the front porch downspout area, the fence west 32 feet to the edge of the sidewalk, then north 103 feet along the edge of the sidewalk, and then along the backside of the property, in and around the utility/drainage easement area. To that end, this would require a variance to be allowed to place a fence over the building setback line, as well as potentially be perceived as requiring a variance for section 155090, ~~(e), (d), and (e)~~ (CB)

I have included additionally for your review, a variety of pictures and documents from Google Earth, which showcase that the extension of this proposed fence will not have a negative effect on the safety of road travel in this area. By calculations outlined herein, the corner of the proposed fence location is in excess of 36 feet from the corner of the intersection behind the sidewalk. When one takes into account the concrete sidewalk and green space in between, there is over 45 feet from the edge of the corner to the edge of this proposed fence area. The speed limit in this area is 25 mph and any traffic which is southbound on Concord Court must stop for a stop sign. Thus, the placement of this fence in this location would not violate any sight distance triangle requirements. In addition, my client does understand that by placing the proposed fence in the utility/drainage easement area, should future work arise, he would need to have same removed at

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his cost, should work need to be done in those areas. I have included for your review, a variety of pictures, both of the property and location, of the fencing style, and the proposed location. look forward to working with you and staff to reach resolution on this matter.

Respectfully,

/s/Nathan D. Vis



Nathan D, Vis

NDV/cso
Enclosures

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Sales Rep: Tom S

Ameri Dream Fence & Deck, Inc.

Date: 4/6/24

1419 E. Cass St. Joliet IL 60432 Office: (815) 726-1127 Fax: (815) 722-7566 E-Mail: ameridreamfenceanddeck.net Website: www.ameridreamfenceanddeck.net

Name: PANDY Phone # 219-670-9890 E-Mail: _____

Address: 7662 W 174th AVE City: LAVELLE County: LAKE Sub: 4635b

Target Install Date: _____ / _____ / JULIE Clear Date: _____ / _____ / _____ Time: _____

Customer Responsibilities

- Obtain Permit (if needed)
- Seek HOA Approval if needed
- Provide a Survey prior to install
- Clear Fence Line of any debris, plants and/or obstacles

Please Review:

- Customer understands that the fence will follow the existing grade or contours of the ground unless otherwise specified.
- Ameri Dream Fence & Deck, Inc. assumes no responsibility for damage occurring to sprinkler lines, sump pump lines, drain lines, gas lines, outdoor grills, private electric lines, invisible fences or any other wires or pipes not located by JULIE or Digger Comp.
- Customer understands that cracks (checking) in cedar (wood) is normal and is due to the natural expansion and contraction of cedar. This normal checking has no impact on the structural integrity of the fence or deck.
- Dirt removal is not included unless otherwise specified.

Customer Initials: _____




Customer Initials: _____

of Ft: 246 Height: 6' Color: WHITE Material: VEKA VINYL
Style: PRIVACY Name: DECO RAIL Full 2"x2"




Special Job / Order

INSTALL 246' TOTAL 100% MADE IN USA VEGA VINYL
Full 2"x2" FRAMES WITH BOTTOM ALUMINUM STRENGTHENERS
TONGUE + GROOVE TOTAL PRIVACY BOARDS
5x5 POSTS WITH CONCRETE LOCK HOLES + FIRST ROWS 4" DEEP
INSTALL WITH 2-5' WIDE + 1-4' WIDE GATES POOL CODE

Construction

- Face Nail 
- Toe Nail 
- M & T 

Frames

- 2x4 
- 1/2 Log Rail 
- 2x7 

Boards Tongue + Groove

Board Top: FLAT

Spaced: SOLID

Post: 5x5

Cap New Equals

- Dry Set Wet Set

Job Condition: Ready to Go

- New Sod Grade Dirt

Concrete Break

Dirt Removal: 5 YES
 Take Down: 5 NO
 Trim Boards: 5
 Double Gate: 5
 Single Gate: 2 \$ 59
 1 \$ 47

Price per Ft: 5

Total List Price: 5

Adv. Comp: TS Ref

Discount MAO %: 5

Total Price w/ Disc: 5

Material: 5

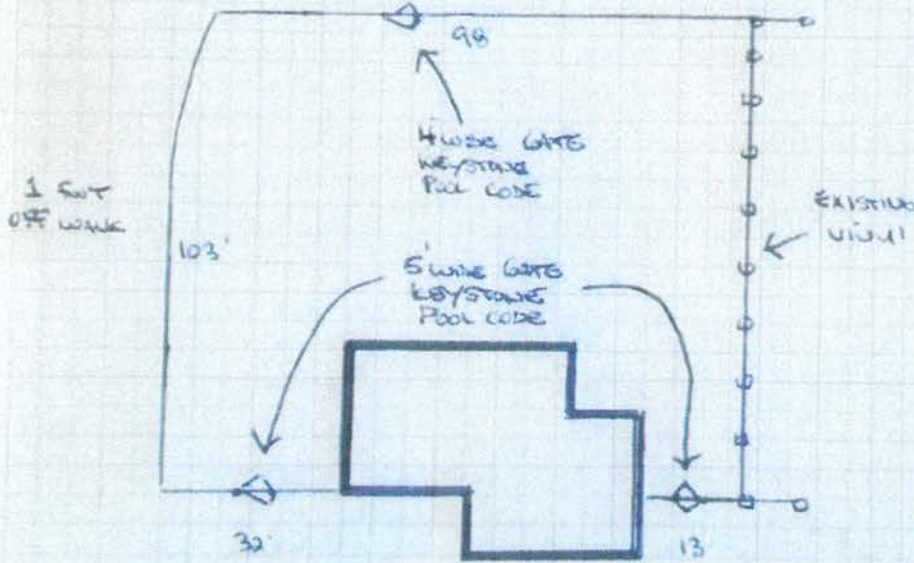
Labor: 5

Tax: 5

Total: \$10,982.00

Deposit: \$4,000.00

Balance: \$6,982.00



Left Gate Width: _____ Rack: _____
 Other Gates Width: _____ Rack: _____
 Right Gate Width: _____ Rack: _____

Date: _____ / _____ / 5 Check # VISA CC # _____ Exp: _____ / _____ / _____ CVV _____

Date: _____ / _____ / 5 Check # VISA CC # _____ Exp: _____ / _____ / _____ CVV _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company, so long as the transaction corresponds to the terms indicated in this form.

Valid for: Deposit Initials _____ and / or Balance Initials _____

If Balance is not paid in full the warranty is void and after 90 days late you authorized for the fence to be reposed. Initials: _____

The undersigned has read each of the provisions and specifications on this page (page 1), and the "Condition of Sale" (page 2) of this contract. The undersigned understands the same, and by signing hereafter, agrees to the same. This proposal becomes a binding and enforceable contract when received by Ameri Dream Fence & Deck, Inc. either (a) bearing the customer's signature or (b) without signature but accompanied by down payment from the customer as required. All agreements are contingent upon strikes, delays, or accidents beyond our control. The provisions, specifications and conditions in this contract are hereby accepted. Payment will be made as set forth above.





