

APPLICATION FORM

CITY VARIANCE

ID: Billings Variance # 1368 - Project # P2X 23-00122

The undersigned as owner(s) of the following described property hereby request a Variance from the terms of the City of Billings Zoning Regulations.

PROPERTY TAX ID # C03167 CITY ELECTION WARD # 4

Legal Description of Property: LOT 4A, Block 8 of Palisades Pk Subdivision  
2<sup>nd</sup> Filing (R-96) Zone.

Address or General Location (If unknown, contact City Engineering): 3903 Palisades Pk Dr  
Billings MT 59102

Zoning Classification: R-96

Size of Parcel (Area & Dimensions): 10,195 sq. ft Parcel

Covenants or Deed Restrictions on Property: Yes  No

If yes, please attach to application

Variance(s) Requested: FENCE HGT to 8'

Facts of Hardship: (attach letter)  See Attached Hostile Neighbors

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): DAVID A. SELLER & NORMA J. SELLERS

(Recorded Owner) 3903 Palisades Pk Dr 59102

(Address) 406-896-9999 CertFred224@gmail.com

(Phone Number) (email)

Agent(s): \_\_\_\_\_

(Name)

(Address)

(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Variance. Also, I attest that all the information presented herein is factual and correct.

Signature: [Signature]

(Recorded Owner)

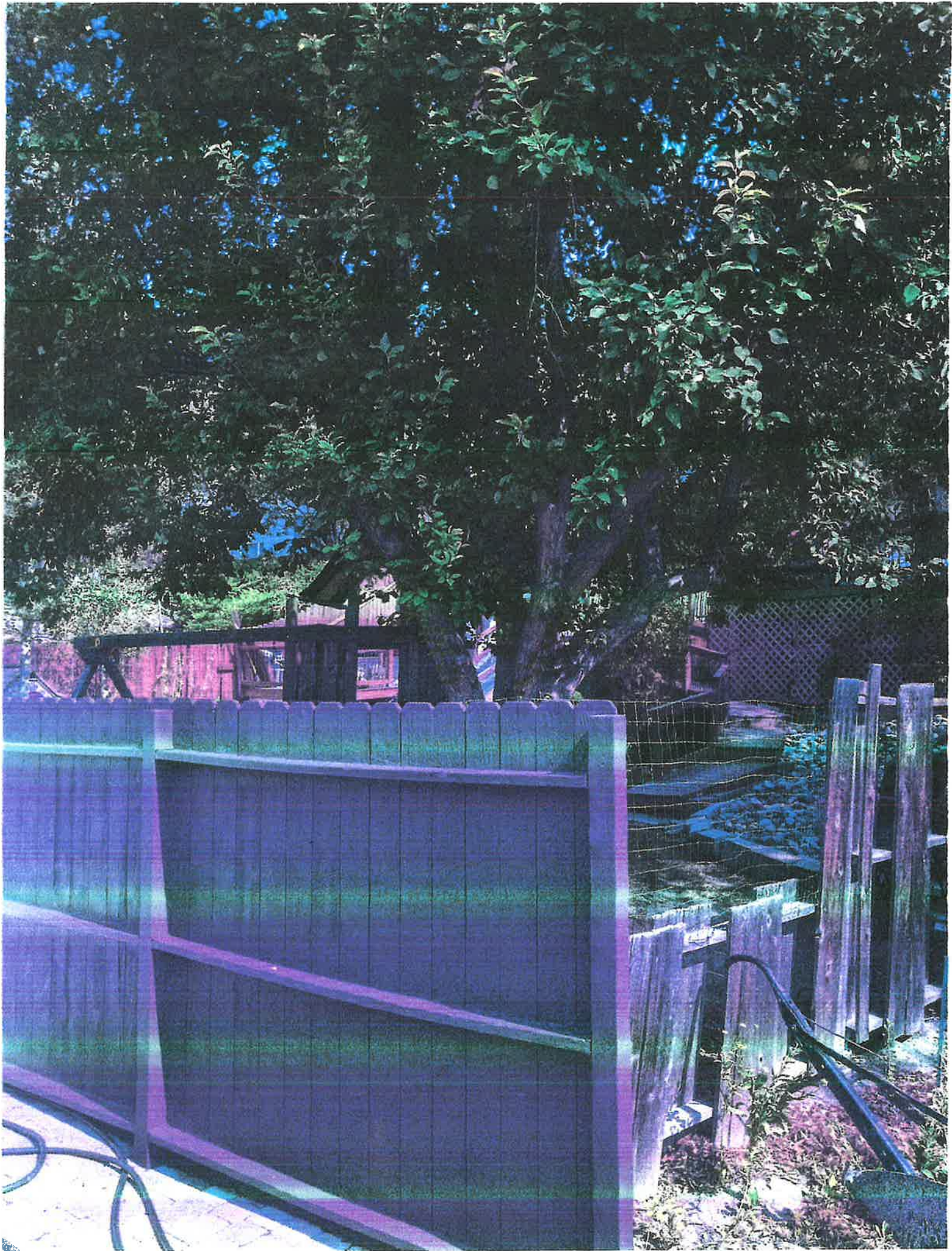
Date: June 1, 2023



Date Stamp



CODE NO.	SUBJECT	SEE ALSO...	EXTERNAL FILE	LOCATION IN A/Z FILE
	August 2022			
Shows	* Pic of fence that Dave Sellers Stained. Start of the fence that Loos' Removed.			
	* Note the "Old" fence Along the Loos' Neighbor to the West (Troy & Cynthia) maybe Gina should focus on that fence? Why Attack & Remove my fence? me my peace my privacy my security! my Fence?			
	* Note the Wire Fencing installed by Troy & Cynthia (Loos' neighbors to the west) For security & Barrier to <del>Assault</del> / Keep Dogs etc From jumping Fence!			



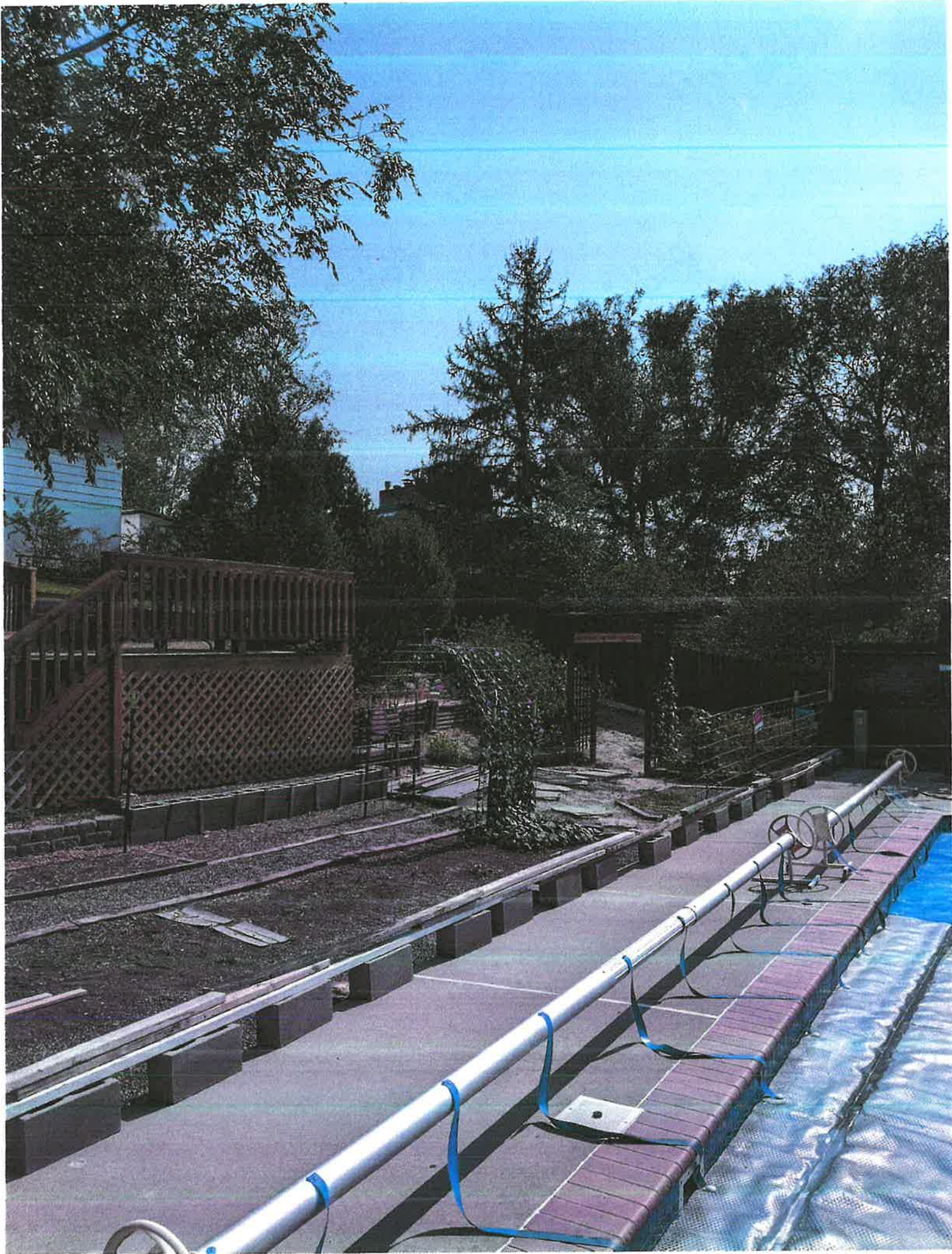
Aug - Sept 2022

Picture showing the stretch of fencing removed by Loos. \* Note the posts

have been spitefully cut down eliminating my being able to secure my property & exposing me to extreme liability with my pool.

<sup>(David Sellers)</sup>  
<sup>Necessary</sup> Notable ✓ to have privacy or peaceful Domane



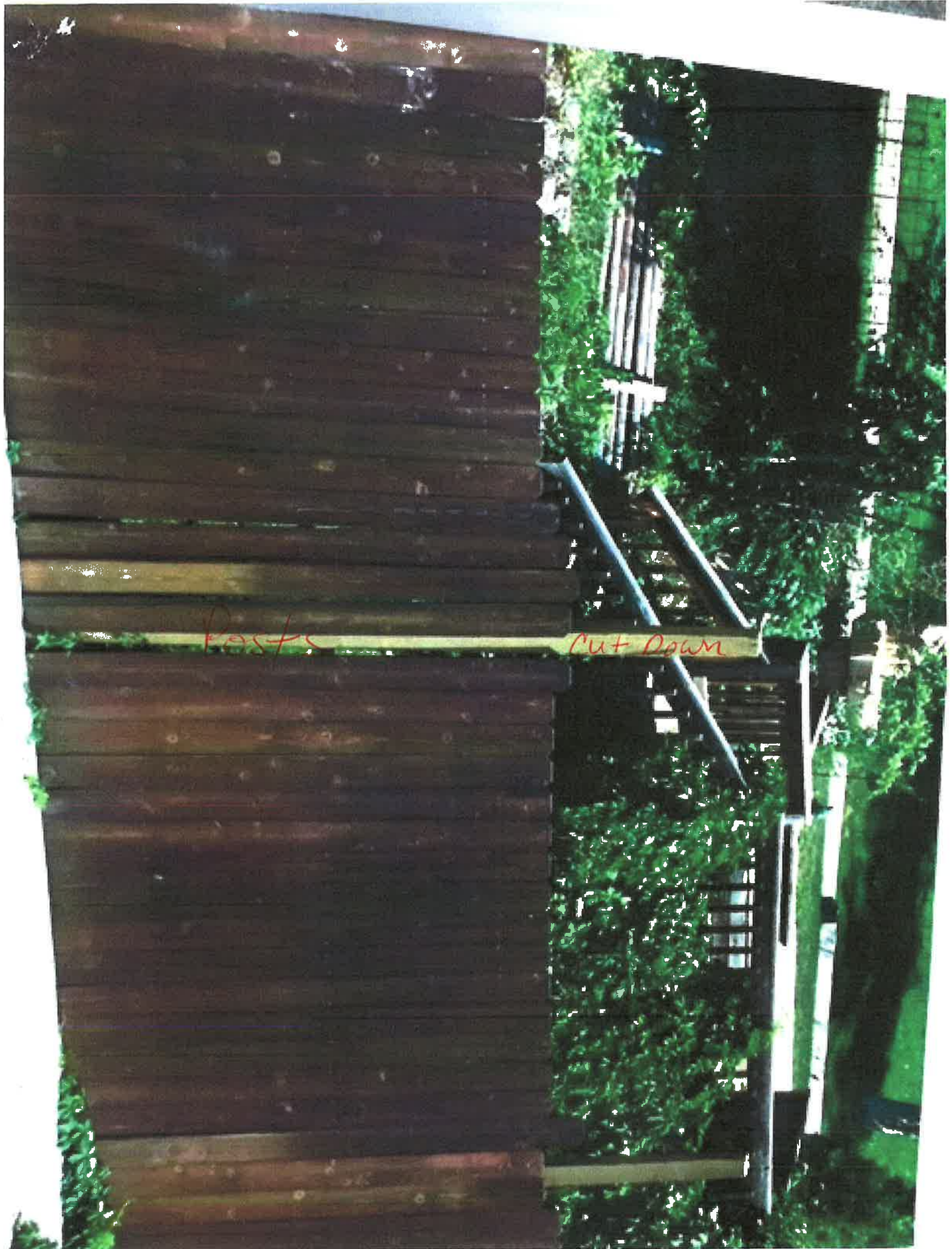


Pic of Replacement posts & fencing (from original fence put up by Dave & Norma Sellers (LATE 90s))

\* Location of posts & Fence Remains UnAltered from ORIGINAL Fence 1989 — on to present.

\* Needed for pool security & privacy!  
~~0.6~~ <sup>0.6"</sup> foot posts to support Privacy Trellaces

\* Request for 8' Fence/Pergola upgrade denied by City (DAVID & Norma were not in attendance to refute false claims & statements by John & Gina Loos!



Posts

Cut Down

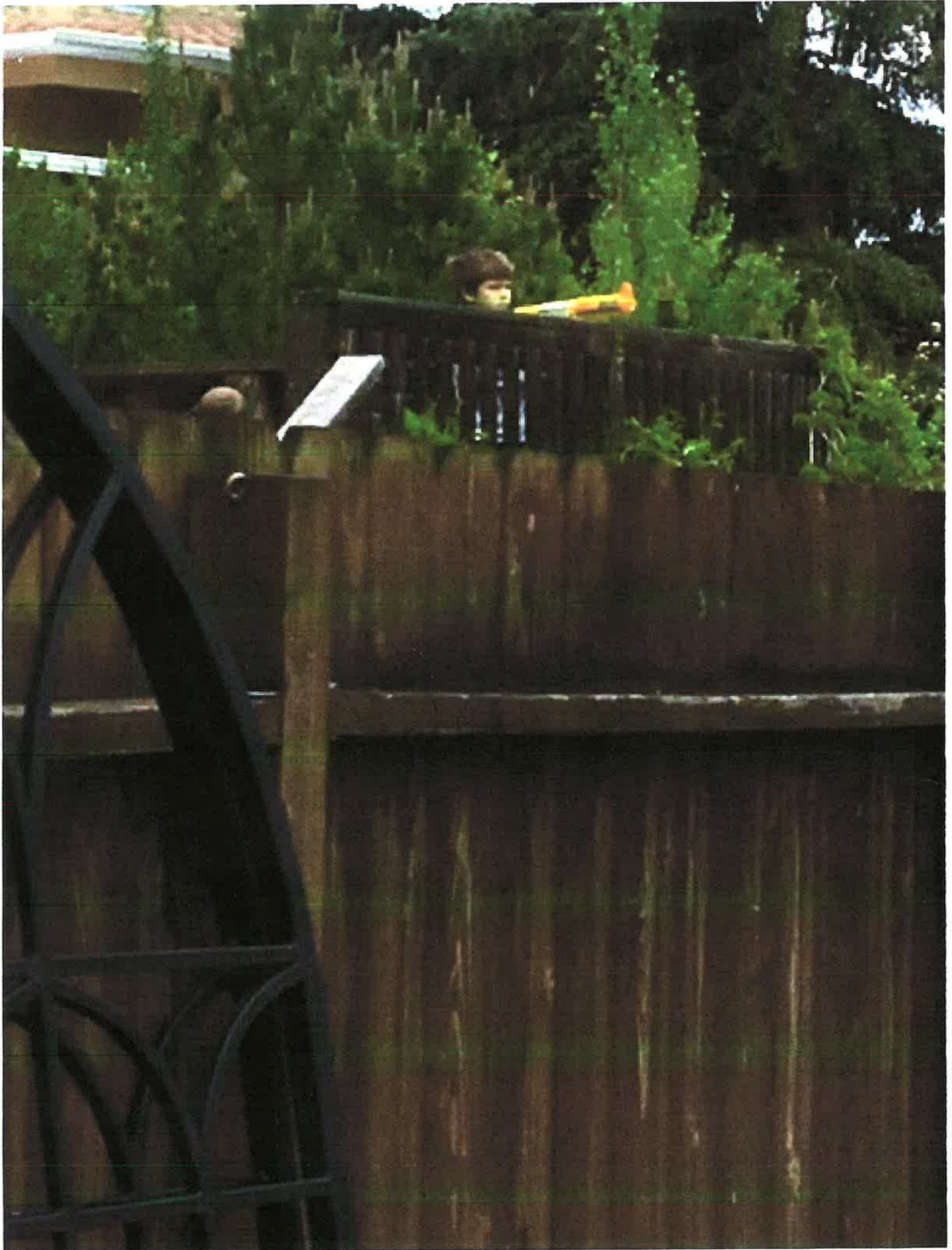
CATEGORY

1<sup>st</sup> pic is Around 2014-2015

Before 2015 storm

Damage

CODE NO.	SUBJECT	SEE ALSO...	EXTERNAL FILE	LOCATION IN A/Z FILE
	* Picture taken from DAVE & Norma Sellers backyard pool area.			
	* Shows the observation deck built by John & Gina Loos just after DAVE & Norma Sellers built the 6' foot fence shown. <u>PAID for</u>			
	* Reason for 8' fence. Privacy, security, safety. Peaceful Domain?			
	* Second set of pic is of the 2 <sup>nd</sup> fence. Replaced from the 1 <sup>st</sup> fence damaged in 2015. (Ins <sup>urance</sup> claim) Fence is unfinished due to <del>conflict</del> w/ Loos' 2015-2016. Claims made to Billings Permitting <u>WARRANTAGE</u> by Gina Loos			





✓  
Aug 18<sup>+</sup> - Sept 2022

Gina & John Loos Vandalized/Removed the fence boards AS DAWN Sellers was in the process of pressure washing treating shared fence! All Prep work was completed the morning of Aug 18<sup>th</sup>. Damage was from July Hail Storm (July 25? 2022) returned from Home Depot w/ stain to be applied. Shocked to find Gina Loos had removed large sections of the shared fence prohibiting my maintenance & progress. I hollered to her AS I noticed her in the back yard. She ignored me and SCURRIED into her back Door!



Aug 2022

Picture showing the fence posts I installed in 2015 RePAring. 1st fence I built.

John & Gina Loos cut down all my posts the next day, <sup>August 2022</sup> prohibiting me from securing my pool & yard with new cross supports & fence slats I recovered from my

fence Aug 19, 2022. John & Gina Loos stole my fence posts after cutting

them down. High quality pressure treated 4" x 6" \$30+ each verified personally

Sept 15, 2022 At Home Depot  
by Dave Sellers

\* Concrete Bases were installed by Dave Sellers to "Eliminate" the backfill soil placed against original pressure treated posts installed by Dave Sellers 1998 - [ Posts Failed due to Rot ]  
From Back Fill & Moisture



Possible Option/Design 8' Fence w/ Addition! Topping!  
\*o 6" Fill open space w/ artificial  
Vine!



# Bufftech®

Property Solutions Guide

*This is the Height  
Fence Requested.*

- \* Safety
- \* Security
- \* Privacy

- \* Hail Proof
- \* NO MAINTENANCE



*8' - 8 1/2"*

JARES FENCE COMPANY, INC.  
10640 SOUTH FRONTAGE ROAD  
BILLINGS, MT 59101  
PH (406) 652-1924

**CertainTeed**  
SAINT-GOBAIN



JARES FENCE COMPANY, INC. 10640 S. FRONTAGE ROAD  
 BILLINGS, MT 59101 (406) 652-1924

# PROPOSAL/CONTRACT

09/26/2022

**Customer Information:**

Dave Sellers  
 (406) 896-9999  
 3903 Palisades Park Dr  
 BILLINGS, MT 59102

**Job Information:**

certified224@gmail.com  
 64' of 6' Tall Estate W/  
 Brown Composit Pickets

**Notes:**

Thank you for allowing Jares Fence Company to bid your fencing project. Please call or email me if you have any questions.

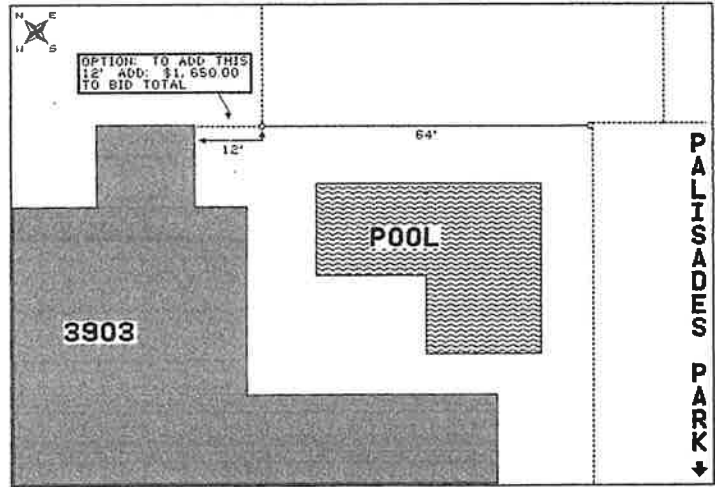
Thanks, Bryson

6' Estate Fencing  
 Posts 3x3 Steel  
 Panels 72" x 94" Steel  
 Pickets Composite Brown  
 Line Post Spacing 8' Max

**Materials and Labor as Shown:**

- 64' of 6' Tall Estate W/ Brown Composite Pickets
- Concrete
- Installation

\*\*\*\*\*  
 NOTE: ESTATE ONLY COMES IN 6' TALL



Jares Fence Company, Inc. agrees to guarantee above fence to be free from defects in materials and workmanship for one year. Jares Fence Company, 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. Jares Fence Company, Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Jares Fence Company, 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.

Jares Fence Company, Inc. will assume the responsibility for having underground public utilities located and marked. However, Jares Fence Company, 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 Jares Fence Company, Inc. to dig in the immediate vicinity of known utilities. The customer will assume all responsibility for excavated materials. The final billing will be based on the actual footage of fencing built and the work performed.

Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. 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. A finance charge of 1 1/2% 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. All materials will remain the property of Jares Fence Company, Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs, including reasonable attorney fees, incurred in the collection of this debt. It is agreed that if there is any litigation relating to this contract that the proper venue is Yellowstone County, Montana.

**Approved & Accepted for Customer:**

\_\_\_\_\_ Customer \_\_\_\_\_ Date

**Accepted for JARES FENCE COMPANY, INC.:**

\_\_\_\_\_ Salesperson \_\_\_\_\_ Date

Contract Amount: \$ 11739.00  
 Down Payment Required: \$ \_\_\_\_\_  
 Balance Due: \$ \_\_\_\_\_