

VARIANCE HARDSHIP WORKSHEET

Is the request due to a Code Enforcement action?

Yes. If Yes, indicate case number _____, and
name of contractor _____

No.

Prerequisites to granting of variance:

A variance may be granted when it will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship. The term "undue hardship" has a specific legal definition in this context and essentially means that without the requested variance, the applicant will have no reasonable use of the subject property under existing development regulations. Personal medical reasons shall not be considered as grounds for establishing undue hardship sufficient to qualify an applicant for a variance. Economic reasons may be considered only in instances where a landowner cannot yield a reasonable use and/or reasonable return under the existing land development regulations. You have the right to consult a private attorney for assistance.

In order to authorize any variance from the terms of this chapter, the Board of Adjustment shall find all of the following factors to exist:

(1) That special conditions and circumstances exist which are not applicable to other lands, structures or buildings in the applicable zoning classification:

Other homes in the neighborhood have similar roofline connections

(2) That the special conditions and circumstances do not result from the actions of the applicant:

A letter was submitted in the original variance package detailing the build process and dealing with the concrete contractor.

I specifically stated that I wanted the accessory building the same height as the house. Once the foundation prep was complete before the pour, I addressed the issue again letting the contractor know that the foundation prep seems a little higher than the principal structure and his reply was "he shot it with his transit, and it just looks high."

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this chapter to other lands, buildings or structures in the identical zoning classification:

Other homes in the neighborhood have similar roofline connections

(4) That literal enforcement of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the identical zoning classification under the provisions of this chapter and will constitute unnecessary and undue hardship on the applicant:

Other homes in the neighborhood have similar roofline connections

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure:

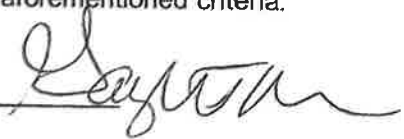
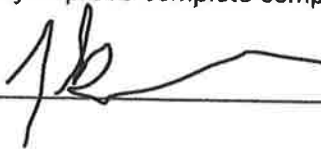
The principal structure and accessory building are already in place we just want to connect them in order to make an on suite
For the Master bedroom

(6) That the granting of the variance will be in harmony with the general intent and purpose of this chapter and that such use variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

We have submitted letters/emails from our connected land neighbors as well as other neighbors in our area that are ok with us connecting the principal and accessory structure.

I understand that all of the above conditions apply to the consideration of a variance and that each of these conditions have been discussed with me by the below-signed zoning representative. I am fully aware that it is my responsibility to prove complete compliance with the aforementioned criteria.

Signature of applicant



Signature of planner

My wife and I purchased our 1962 home in 2013. In the first month that we lived in our home we spent over \$800 dollars having plumbers come to the house to address sewage backup issues. The last time the plumber came to our home he recommended we have the sewage pipes scoped with a camera to see where the problem was. The outcome was the main cast iron sewage pipe running from the bathroom in the back of our home to the bathroom in the front of our home had collapsed and was filled $\frac{3}{4}$ full of sand. It was recommended we not use the bathroom in the rear of our home until we could address the issue. I was in the Air Force at that time, and we did not have enough money to address the issue. We had to just shut the door on the bathroom until we had enough money to address the issue. A little over a year later we hired BROS RÖMAN BRÄUN, an Architecture, Interdisciplinary Design, and Research firm to design a new master suite for our home. The BROS RÖMAN BRÄUN company recommend a General Contractor (GC), Tim Loomer, and after a few interviews we decided to bring Tim Loomer on to work with BROS RÖMAN BRÄUN to complete our project. The first phase was to mockup a design, once the design was complete, Tim Loomer was brought in to advise from the GC aspect of adding on to our home and remodeling the existing bedroom and bathroom. Tim Loomer, after reviewing the design mockup advised us that what was on paper would not fit in the property line setback on the rear of our property. He said he could apply for a variance to allow us to build into the setback. The next time BROS RÖMAN BRÄUN, Tim Loomer, and my wife and I met Tim Loomer informed us that the variance had not been approved. We then met with the BROS RÖMAN BRÄUN design team again and they came up with another option. At that time, we were using our garage as our home gym. Their plan was to build an accessory building in the space next to the bedroom we were hoping to turn into a master suite and move our home gym to that location and in the next phase turn our garage into the master suite. During the building of the accessory building, we figured out quickly that we had made a mistake in hiring Tim Loomer. We asked Tim Loomer to provide us with three estimates for every portion of construction so we could decide on which sub-contractor we would like to use. Tim Loomer showed up to our home with a concrete contractor to give us an estimate for his portion of the project. This was the only concrete contractor Tim Loomer brought to us with an estimate. Once we received the estimate, I conducted some research on what it would cost to perform his portion of the project. The concrete contractor's estimate was \$26,000 for the foundation slab and the block work, my research told me a normal cost for the work that needed to be completed was between \$12,000 and \$14,000. I then spoke with Tim Loomer and asked if he had any more estimates for us and I was told no. I then discussed with Tim Loomer on what my research revealed about the concrete contractor's estimate, Tim Loomer then spoke with the concrete contractor and came back to me and said the concrete contractor would do the job for \$12,000. We gave Tim Loomer a check for \$7,000 for the concrete contractor to begin work on the project. The concrete contractor showed up and performed his portion of the project, Tim Loomer was not present when the concrete contractor finished his portion of the project. The concrete contractor approached me while his team was cleaning up and said Tim Loomer told him I would write him a check once he was finished. It was raining so we got into the concrete contractor's truck so I could write him a check and he said the amount owed was \$7,000. I said Tim Loomer said you had agreed to do the job for \$12,000, he said no I told Tim Loomer \$14,000. We tried to call Tim Loomer, but he did not answer. I paid the concrete contractor the \$7,000 he said was due. The next time I spoke with Tim Loomer we discussed the discrepancy and he said that he has told me the concrete contractor agreed to \$14,000. I let him know going forward I wanted 3 estimates in writing before any more work would be started. Tim Loomer asked me to meet him at a jobsite to meet with a roofer. After speaking with the roofer, he agreed to meet at our home to estimate the job. The



roofer showed up at the set time and estimated the job, he said he wanted \$4,000 for labor and I would pay for all materials. His estimate was only for the truss work, it didn't include sheathing, paper, or metal. He left and we waited for Tim Loomer to bring other roofer estimates. Tim Loomer never brought any other roofers or estimates. My wife and I reached out and hired a roofer to finish the job, Tim Loomer looked in on the progress of the project from time to time. Once the roof was completed Tim Loomer showed up and asked us to meet him on Turtle Island so he could show us a door. We went to Turtle Island and looked at the door. We asked Tim Loomer to get us an estimate for a door that would fit our accessory building, at the same time I did my research again and got an estimate as well. Tim Loomer only brought one estimate which was \$2,000 over the estimate that I received for the same door. My wife and I decided to purchase the door from the place we received an estimate and had the same company install a window too. While the company was installing the door and window Tim Loomer showed up and said he was just checking up on progress. Once the accessory building was closed in I began looking for innovative ways to insulate the building, I came across insofast. This product was 2 1/2 inches thick with composite studs built in and it had raceways for electrical wire to be routed. I purchased the product and my wife, and I installed it on the concrete block wall in the accessory building. We then waited for Tim Loomer our GC to bring estimates for someone to complete the electrical work. Tim Loomer ghosted us at this point and our accessory building sat as described above for a little over two years. I had back surgery, triple layer fusion, and was in recovery for close to two years until it healed. Tim Loomer contacted my wife and I just before the Covid break out and said he would like to get the permit for our project off his name. Not knowing much about the permit process, I followed his lead, and I paid a notary to notarize a piece of paper Tim Loomer had that stated this is to transfer the permit over to me. We met back at our home the next day and Tim Loomer brought an additional piece of paper with him that stated I owed him \$2,500, I said why would I owe you money I had already paid you \$4,000 and you did not complete any portion of the project adequately. He said he would not transfer the permit over to me unless I paid him. I let him know I was not paying him \$2,500, at that point he asked how much I was willing to pay for the notarized letter because he needed to get paid something. I repeated that I would not pay him any more money, Tim Loomer then stood up from the kitchen table and left our home. On the way out the front door he said stated that I would be sorry. I'm not sure how much time had passed but once I retired from the Air Force and my back was well enough, I reached out to the building department and asked what we needed to do to complete our project. The person from the building department who helped me explained the entire process and let me know that a notarized letter was not needed at the time and that we could get an owner/builder to completion permit. We completed the appropriate paperwork and began finishing the accessory building ourselves. During this process we met another GC who was working on his home and invited us to take a tour. During this visit my wife and I opened up about our trials and tribulations with our GC. The GC that was giving us a tour of his home let us know that Tim Loomer had not actually applied for a variance because that was not the process for applying for a variance. The next week I setup an appointment and met with the building department and the building department confirmed that the GC had probably lied about applying for a variance. We are applying for a variance to connect the accessory building which is located 8 feet off the rear property line, if granted a variance, after being connected to the principal structure the property will encroach 12 feet into the required 20 foot set back off the rear property line. The variance will allow our home to be updated in a manner which fits into the natural plan of the existing homes footprint. When we were under the impression that the variance had been denied, our plan was to remodel the garage and turn it into a master suite and then

add a garage on the end of the new master suite but that would mean having to walk through the master suite to gain entry to the garage. Although the existing garage is being utilized as a home gym it is still used to park one vehicle. Future plans still include adding on to the additional garage to allow both vehicles to be parked inside. We have spoken with our neighbors and they do not have any issues with us attaching the accessory building to our home. In the past few months our neighbor who lives directly behind us passed away and his family is selling his home and our only other neighbor next to us has taken a job in New Hampshire and we have yet to meet our new neighbors who have just purchased the house. Ours and our neighbors' homes are separated by a 6-foot wooden fence where the accessory building is located. The accessory building is located at the rear of our property hidden from view by the principal structure. Attaching the accessory building to the principal structure will fit seamless into the neighborhood.

Brevard County Board:

There are many different roof configurations in our neighborhood, on my street alone I know there are at least two that have the same type of connection we are seeking. The code calls for similar design and reasonably speaking I feel that the way we have planned the connection as can be seen in the engineer's drawings meets the premise of the code. Speaking with George Ritchie, his interpretation of the code wording, Similar Design, meant we are connecting two different roof types i.e., Hip and Gable. The code doesn't mention differing roof types it simply states similar design. The connection can be seen from the front of the house, but as stated earlier there are at least two roof lines in the neighborhood that have the same roof connection. The house next door has this type of roof connection i.e., the differing roof height connection not the Hip and Gable type. The Gable portion of the roof is facing the rear of the house and visibility is very limited unless you are looking for it.

I had a meeting with the engineer and our GC to work up some numbers on what it would cost to make the roof heights and type the same as the principle structure and the rough estimate the GC and engineer came back with was between 25K and 35K, the 10K variance was depending on how labor goes and the unknowns for deconstruction and reconstruction in this case and that does not include the connection portion of the job.

This has been a costly project since we began the entire process in 2015, our GC lied to us about applying for a variance, our GC received money he did not do work for and then tried several more times to extort money from us and when we refused, he threatened us by saying "we would be sorry". There was a letter attached to our prior variance package that was submitted earlier in this process I believe it was around January February time frame. It details what we went through in the process of building the accessory building. We have learned a lot in the last seven years, lessons we could have lived without, however it has educated us in the process and made us more aware home owners. I was in the military when we started this process and didn't have the money to purchase a new home so we purchased an older home in a beautiful neighborhood knowing in the future we would be in the position to modernize our home and bring it up to today's normal i.e., Master bedroom with an on suite for this portion of modernizing our home. We love the house and I have since retired and am working at a local firm. We have no plans on ever selling the house this is our forever home and we just want to modernize it in a way that works for us.

Thank you for considering our request

Jeff & Gayle Kluesner

The block contains two handwritten signatures in black ink. The signature on the left is for Jeff Kluesner, and the signature on the right is for Gayle Kluesner. Both signatures are fluid and cursive.