



**Office of Building Services**  
W240 N3065 Pewaukee Road  
Pewaukee WI 53072  
Phone: 262-691-0770

**ZONING BOARD OF APPEALS  
MEETING NOTICE AND AGENDA  
Wednesday, November 19, 2025  
6:00 PM**

Pewaukee City Hall Common Council Chambers  
W240N3065 Pewaukee Road, Pewaukee, WI

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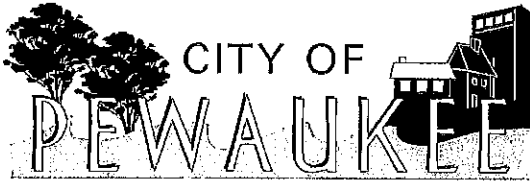
1. Call to Order and Pledge of Allegiance
2. PUBLIC HEARING
  - 2.1 **PUBLIC HEARING**, discussion and possible action related to the variance request from Section 340-2.9B(2)(C)[1], Section 340-2.9B(2)(C)[2] and Section 340-2.9B(2)(C)[5] to all for installation of a fence with a maximum height of eight feet located up to the property line and partly within the front yard upon the property located at N27W27397 Woodland Drive (PWC 0933-103) as requested by Geoff Verges and Jennifer Verges-Hulen
3. Adjournment

Kelly Tarczewski  
Clerk/Treasurer  
November 10, 2025

**NOTICE**

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.



**Office of the Planner & Community Development Director**  
 W240 N3065 Pewaukee Road  
 Pewaukee, Wisconsin 53072  
 Phone (262) 691-0770  
 Fax (262) 691-1798  
[fuchs@pewaukee.wi.us](mailto:fuchs@pewaukee.wi.us)

**APPLICATION FOR VARIANCE REQUEST**

TO THE HONORABLE MAYOR AND ZONING BOARD OF APPEALS OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

The undersigned hereby petitions the Zoning Board of Appeals of the City of Pewaukee, Waukesha County, Wisconsin requesting a variance from:

N27 W27397 Woodland Drive, Pewaukee, WI (Verges) to N27 W27391 Woodland Drive, Pewaukee, WI (Starck) - - -

Legal description of property – Please attach.

Common property description or name: Residential

Property Address: N27W27397 Woodland Dr Tax Key Number(s): EWY PWC 0933103

Property owner(s) (Full Legal Name): Geoff Verges Jennifer Verges (Hulen)

Owner's Address: N27W27397 Woodland Dr City/State/Zip: Pewaukee/WI/53072

Phone: (262) 442-8496 Email: vegas492@yahoo.com

**Applicant (Full Legal Name):**

Name: Geoff Verges

Company: \_\_\_\_\_

Address: N27W27397 Woodland Dr

City/State/Zip: Pewaukee/WI/53072

Phone: (262) 442-8496

Email: vegas492@yahoo.com

**Contact Person (Full Legal Name):**

Name: Geoff Verges

Company: \_\_\_\_\_

Address: N27W27397 Woodland Dr

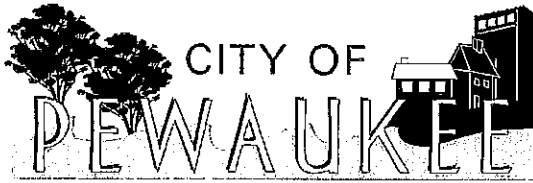
City/State/Zip: Pewaukee/WI/53072

Phone: (262) 442-8496

Email: vegas492@yahoo.com

**Variance submittals must include and be accompanied by the following:**

- This Application form accurately completed with original signatures.
- Application Filing Fee, payable to the City of Pewaukee:
  - o \$400.00
  - o Note costs for publication, notice and all attorney fees related to the project shall be paid by the applicant and will be invoiced separately
- Five (5) complete collated sets of Application materials to include:
  - o A written project narrative detailing the request and site & building improvements.
  - o Scaled drawings, as may be applicable, including, but not limited to; a site plan, building elevations, colored renderings, and natural resource delineations.
- Variance Findings Form
- All application materials provided in a digital format (Adobe PDF). Materials may be submitted on a USB Flash Drive or emailed to [tarczewski@pewaukee.wi.us](mailto:tarczewski@pewaukee.wi.us).
- Note twelve (12) additional sets of plans will be required for the Zoning Board of Appeals following staff review of the initial submittal. These plans should be revised in response to staff comments as may be necessary.





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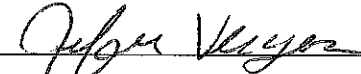
The applicant and property owner(s) hereby certify that:

- 1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge;
- 2) the applicant and property owner(s) has/have read and understand all information in this application; and
- 3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval.

*(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).*

**PETITIONER'S/APPLICANT'S SIGNATURE:**   
**NAME & TITLE (PRINT):** Geoff Verges - Property owner  
**SIGN AND DATED this** 7<sup>th</sup> **day of** October, 2025.

**PROPERTY OWNER'S SIGNATURE:**   
**NAME & TITLE (PRINT):** Geoffrey Verges  
**SIGN AND DATED this** 7<sup>th</sup> **day of** October, 2025.

**PROPERTY OWNER'S SIGNATURE:**   
**NAME & TITLE (PRINT):** Jennifer Verges  
**SIGN AND DATED this** 6<sup>th</sup> **day of** October, 2025.

City Staff-

**RECEIVED** at City Hall by: \_\_\_\_\_ on \_\_\_\_\_

Fee paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_



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**VARIANCE FINDINGS FORM**

It is recommended that this form be completed and submitted as part of all variance requests.

Date: \_\_\_\_\_

Property Owner: Geoff Verges

Property Address: N27W27397 Woodland Dr

Section 17.1007 states, "No variance to the provisions of this Ordinance shall be granted by the Board unless it finds beyond a reasonable doubt that all the following facts and conditions exist and so indicates such in the minutes of its proceedings:

- a. Preservation of Intent: No variance shall be granted that is not consistent with the purpose and intent of the regulations for the district in which the development is located. No variance shall have the effect of permitting a use in any district that is not a stated permitted principle use, permitted accessory use, or permitted conditional use in that particular district.

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- b. Exceptional Circumstances: There must be exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, and the granting of the variance should not be of so general or recurrent nature as to suggest that the Ordinance should be changed.

*- see attached - lot ~~encroachment~~ encroachment*

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- c. Economic or Financial Hardship and Self-Imposed Hardship Not Grounds for Variance: No variance shall be granted on the basis of economic/ financial gain or loss. Self-imposed hardships shall not be considered as grounds for the granting of a variance.

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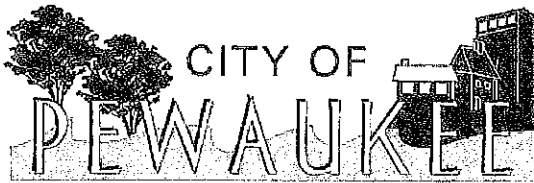


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- d. Preservation of Property Rights: The variance must be necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same district and same vicinity.

*- see attached Privacy / Safety*

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e. Absence of Detriment: No variance shall be granted that will create substantial detriment to adjacent property or that will materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.

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f. Additional Requirements in Floodplain District: No variance in or related to a floodplain\* shall be granted where:

- (1) A change in the boundaries or elevation of the base flood floodplain (F-1 District) would result.
- (2) A lower degree of flood protection than a point two (2) feet above the 100-year recurrence interval base flood for the particular area would result.
- (3) Any action contrary to the provisions of Chapter NR-116 of the Wisconsin Administrative Code would result. (See sub-section 17.0435 and WisDNR requirements)
- (4) The lot or parcel is larger than one-half acre and is not contiguous to existing structures constructed below the regional (base) flood elevation.
- (5) No good or sufficient cause can be shown; greater than a minimum relief is necessary; there is increased risk to public safety or nuisances; rescue and relief costs would be increased; and, it is contrary to the purposes of this ordinance.
- (6) Such variance would allow alteration of an historical structure and/or use.

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g. When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 per coverage. A copy shall be maintained with the variance record.

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We are requesting a variance to allow us to put a fence on our property line between us and Phil and Sue Starck. Our address is N27 W27397 Woodland Drive, their address is N27 W27391 Woodland Drive.

This variance should fall under exceptional circumstances as well as preservation of property rights.

Exceptional circumstances due to how the properties set up next to each other.

Preservation of property rights because the typical zoning rules are difficult to apply to these older Pewaukee residences.

We are requesting the variance in regards to where the fence can go as well as the height of part of the fence.

The issue concerning the placement of the fence on the property line is three fold.

1) Proximity.

The Starck's have had the property surveyed and the results are not contested. The Starck driveway encroaches onto the Verges land, on some parts, by over 2.5 feet.

These are older Pewaukee residences. The homes are very close to one another. As such, the Starck driveway encroaches onto the Verges property. There is a direct need to make a distinction between the two properties.

This has led to much confusion over package and food delivery.

Sue Starck has complained multiple times about delivery drivers using her driveway to deliver our food. We have put up address signs, we have told drivers to call us ahead of delivery, but alas, nothing works quite right. We abandoned efforts for food delivery to our residence.

For the most part, we even have personal packages delivered at work as opposed to having them go to our home.

We have a Ring Doorbell camera. On many occasions over the past year we have video evidence of Phil Starck trespassing onto our porch to retrieve some package. Packages we were not even able to see.

We cannot do a two foot off-set as the fence would go inside of our side porch as well as end up on the concrete walkway down to the house.

Because of the encroachment and how the two properties set up, we wish the fence to go right on the property line.

## 2) Basic privacy.

The Starck's have installed cameras on their garage that can look right into the primary bedroom window. They have installed another camera that looks into the living room of our house.

The Starck's also have dusk to dawn lights on their garage which shine light into the primary bedroom of our house.

Because the cameras can look into our bedroom and living room, we request a variance to allow an 8 foot fence, only where it is needed to block the view of the camera as well as next to the side porch where there is a very clear and distinct drop in land level, so the 8 foot part there will create the privacy needed for both properties.

## 3) Safety.

The dog that resides with the Starck's attacked and bit Geoff Verges on 1/1/2023. The bite broke skin through the sweatshirt. Geoff had to go to the hospital, was on antibiotics and in physical therapy for weeks after the event. The event is on file with the Police Department. It should be noted that the dog was walking on the Starck driveway, on a leash and overpowered its' owners to attack Geoff on his property.

The dog wears a muzzle when it is outside and around their grandchildren.

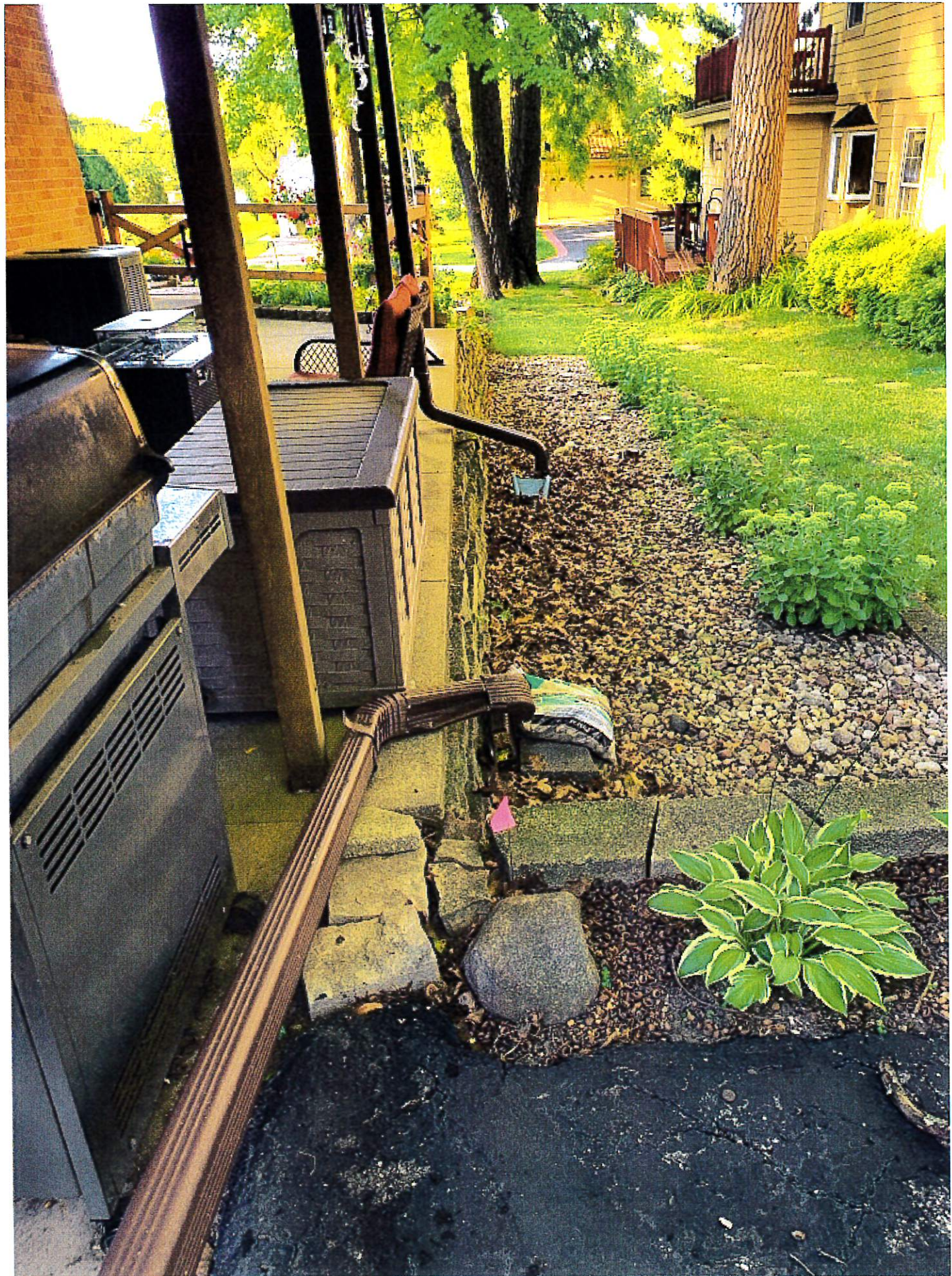
We feel that that a fence will provide great safety against a dog that can overpower its' owners when on a leash.

In summation, we wish to separate the properties and give each other privacy and safety. The driveway of the Starck residence is currently making this difficult due to its' position next to the lot line, as are the cameras pointed at our house.

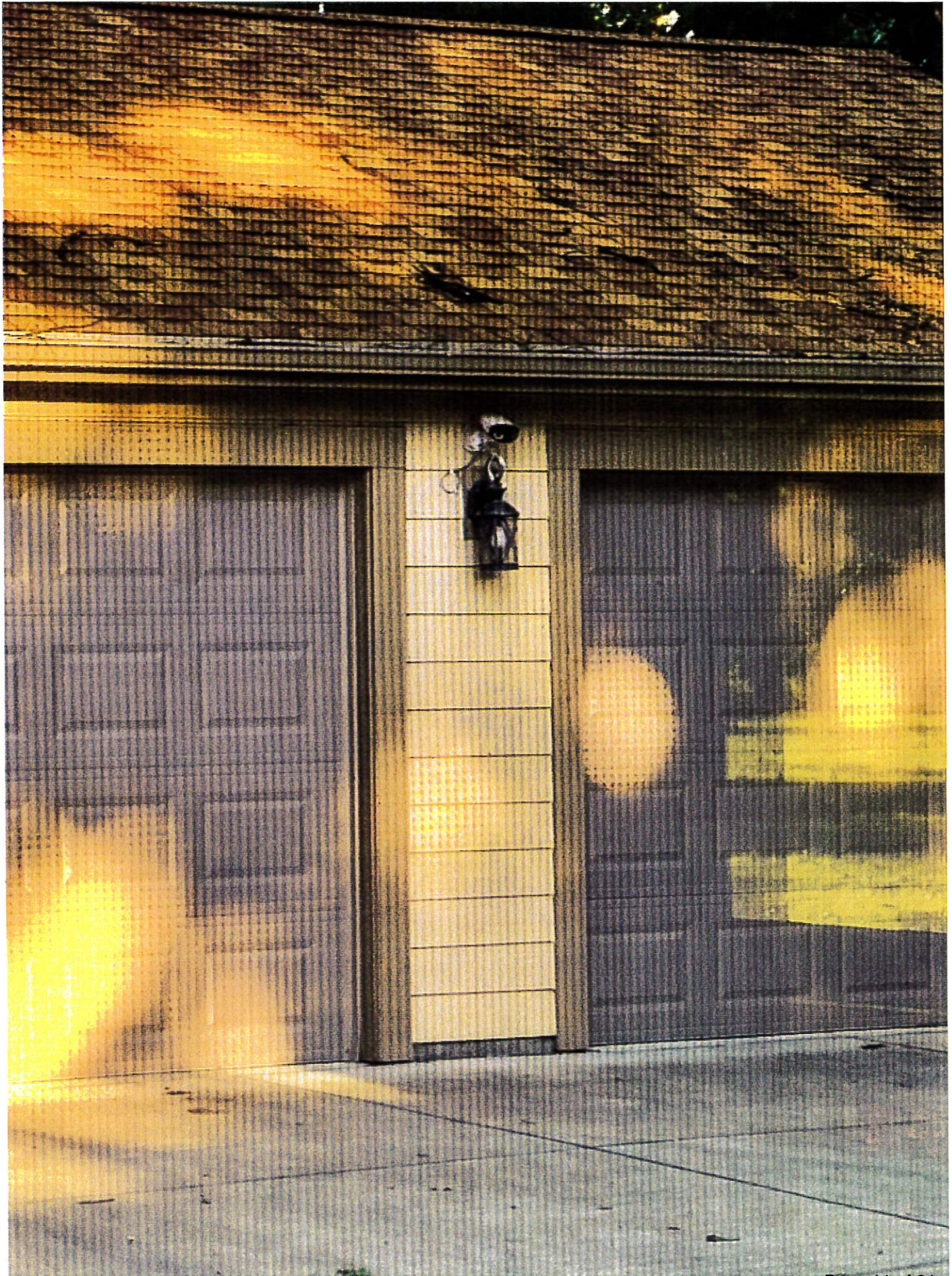
To help with this process, we have picked out a maintenance free fence that closely matches their color scheme. It will be finished on both sides. It should compliment the look of both properties as well as provide the privacy and security that both properties should enjoy.

Pictures of the property lines, cameras and dog bite are included.









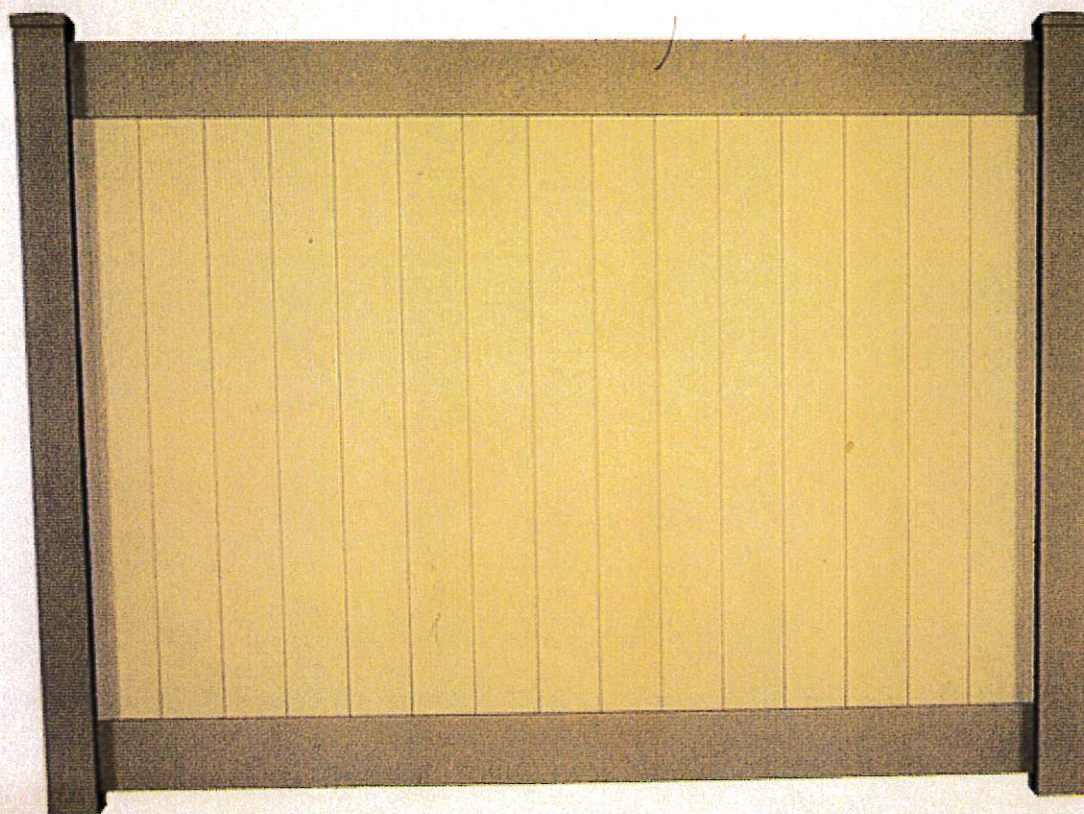




▶ 00:06 / 00:24



Thu Jun 26





# Verges



Draw

Select Object/Line

Zoom/Pan

Delete Object/Line

Color

Duplicate Object

Undo

Rotate Left

Rotate Right

8' Privacy

83'

House

6' Privacy 57'

Garage

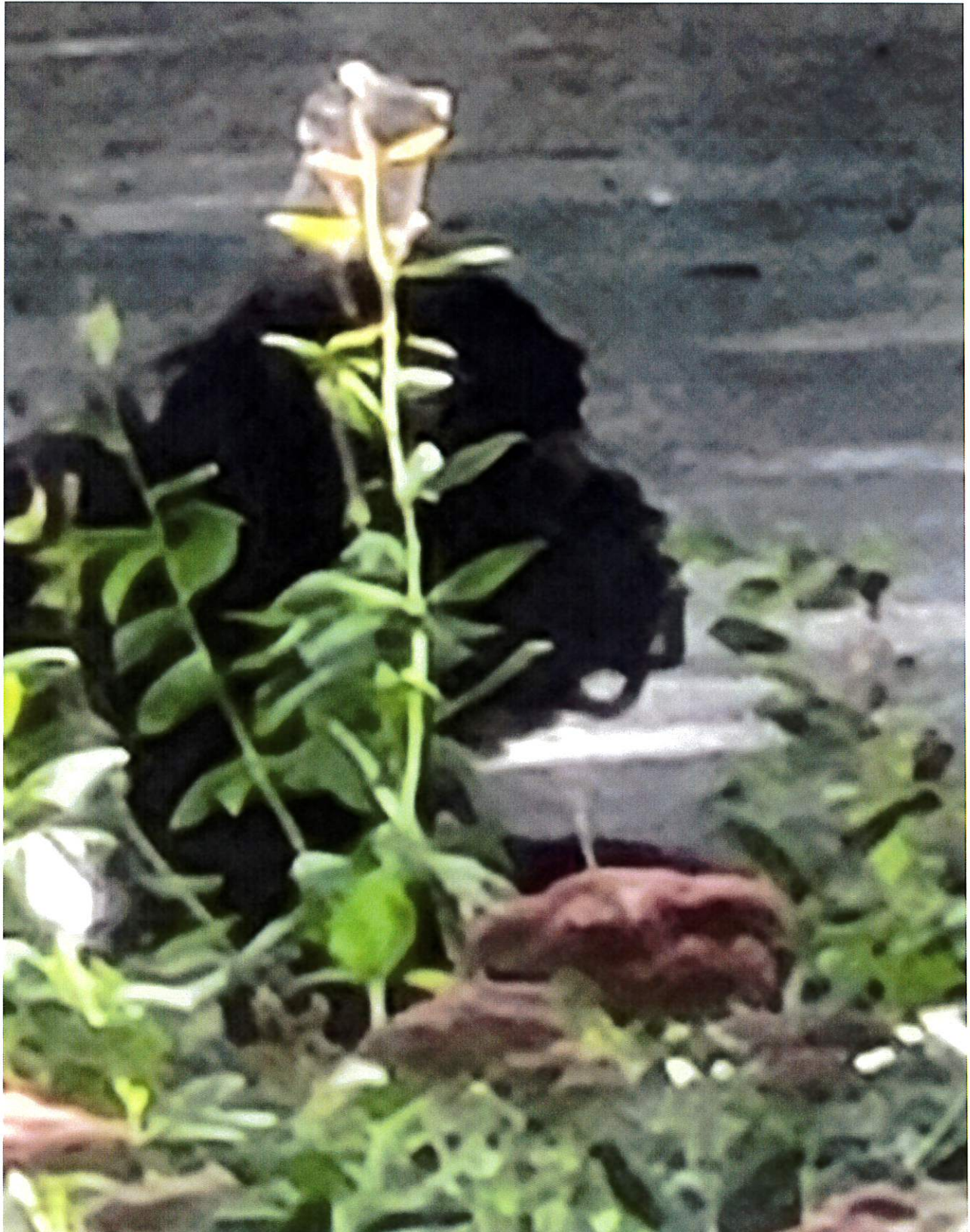
Tree



Label







**Prepared for:**

Geoff Verges  
 N27W27397 Woodland Dr  
 Pewaukee, WI 53072  
 vegas492@yahoo.com  
 (262) 442-8496

**June 26, 2025**

**No. 44462**

Revamp Fence & Deck - Freeport | Jordan Luedeking  
 29 E. Stephenson St., Freeport, IL 61032  
 P: (844) 209-9843 | jordan@revampfence.com  
 www.revampfence.com

### Summary

**As our valued customer, we want to be sure you have complete information about the installation of your fence, railing or deck and are in agreement with our installation methods and our right to access your property. Our goal is to avoid problems and provide a quick, quality installation service with great communication.**

1. There are some underground items that only the homeowner can identify. The utility companies do not mark these and the installation professional is not responsible for damage to any unmarked items.
  - a. Underground Sprinkler Lines, Underground Water Lines, Underground Electric, French Drains or any electrical, water or cable locations where your utilities in your city do not provide marking services.
2. Homeowner is responsible for the location of the fence. If you cannot find the property line markers it is recommended that you have a survey done. We are not responsible for the costs of moving or removing fences where the property line has not been properly located.
3. Our install team will need access to an exterior electrical outlet and a water faucet. Please secure all pets prior to our installation teams arrival.
4. We do request that you be present at the start of the installation. Typically our crews arrive between 7am-9am.
5. Our company is not responsible for any damage or soiling to driveways, walkways, walls, gardens, fresh grading sod, shrubbery, patios, etc. resulting from gaining access or performing work in the same proximity.
6. While digging postholes of at least two feet we may encounter a hard dig condition. Hard dig is the use of a jackhammer or auger outside of our normal no dig system. There is a \$150 charge per hard dig hole.
7. Our company is not responsible for ground settling for any reason. Settling is commonly caused by high underground water tables, poor drainage, inadequate backfill at the time of construction, and loose non-compacted soil.
8. Payment Terms upon signing the contract are 40% down. The remaining balance of 60% is due the day of the installation.
9. Our company is not responsible for drilling into unknown unstable concrete during a railing, fence or deck installation.
10. See Gate Warranty
11. Home Owner agrees to allow before and after pictures for use of marketing purposes.
12. Call 844-4FENCENOW for any service related questions.
13. Customer understands that all deposits are non-refundable beyond the 3 day right of rescission due to fabrication and manufacture of the fence, deck, or railing beginning.
14. In the event any balance is referred to collections or an attorney who is not a full-time employee of the company, the customer agrees to pay the costs of the collection and/or reasonable attorney fees.

# Privacy Fence



## Privacy Fence

**Quantity**

1

**Measurement**

140 (Linear Ft)

**Notes**

Footage: 140  
 Color:  
 Finance Company Used:  
 County/Township:

Msc Notes:

\*Plat Survey\*

A majority of fence permits will require a plat survey as well as a site plan. If you do not have a plat survey we can obtain a new survey for your property at a cost of \$995. Expect a permit and project delay if you do not have your plat survey at the time of sale.

**Post Color**

Khaki

**Post Cap Color**

Khaki

**Post Cap Style**

New England

**In-Fill Panel**

Almond

**Rail Color**

Khaki

**Rail Pickets**

N/A

**Gates**

N/A

**Fence Height**

8 Feet

**Fence Style**

Privacy

**Estimate Start Date**

30-60 days pending permit/survey

**Estimate End Date**

30-60 days pending permit/survey

**HOA Approval Required**

No

**Lot Type**

Through Lot

**Form of Payment**

ACH/Check/Credit Card

**Finance Company**

N/A

### 4'-5'-8' upgrade fence



**Quantity**

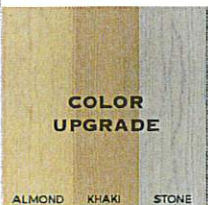
83

**Selected Option**

8'

4'-5'-8' upgrade fence

### Almond/Khaki/Stone Upgrade



**Quantity**

1

Almond/Khaki/Stone Upgrade

## Fence Permit



Quantity

1

Fence Permit

## End Post



Quantity

2

End Post

## Line Post



Quantity

18

Line Post

Price: ~~\$11,985.00~~ \$10,187.25

## Discounts

### 60% OFF Installation



Discount

15.00%

## Pricing

Subtotal:	\$11,985.00
Discount:	\$1,797.75
<b>Grand Total:</b>	<b>\$10,187.25</b>
Deposit Amount:	\$4,075.00
Balance Due:	\$6,112.25

All applicable discounts and promos have been applied.

Projects cancelled/rescheduled without a 14 day a will have a \$500 fee applied and will not be rescheduled until paid

No changes can be made to scope of work within 14 days of estimated install date.

Changes made to project inside 14 days of install will have a \$500 fee applied.

Non-Refundable Deposit due upon signing. Balance due upon completion

Please initial next to the following statements to indicate that you have read, understand, and agree to them:

The customer understands that they are responsible for any permitting required for a fence or deck project on their property. All municipalities are different and it is the customers responsibility to determine if they need one.

JV

All fences are custom built and cancellations beyond the normal 3 day right of recession will not be accepted. Furthermore all deposits are non-refundable and the customer will be responsible for up to 50% of the contracted cost of the project beyond the 3-day right of recession.

JV

I agree that the payment method used for my deposit payment may be securely kept on file to process the final payment for the remaining balance due immediately upon job completion. I understand that it is recommended that I, or someone else that I designate, be present at the job site upon completion to inspect and ensure everything is completed to my satisfaction. If nobody is present upon job completion, payment will still be processed for the remaining balance.

JV

We have the right to move/adjust the project up to 18.5" to 24.5" based on where the utility markings are as required by state law.

JV

Private utility lines on a homeowners property not owned and maintained by the utility companies will not be marked. Example of this would private gas lines to a grill or electricity to a detached garage." It is the home owners responsibility to mark any private utility lines. Revamp Companies Brands will not be responsible for the lines or any damage caused to them.

JV

If Revamp Fence & Deck is pulling the permit on behalf of the customer, the customer gives consent to Revamp Fence & Deck to sign on behalf of said customer for any permit application requirements.

JV

**WARRANTY**

**The warranty of the project: Residential Limited Lifetime Warranty**

The Revamp Companies Fence & Deck system warrants their rigid vinyl extrusions to be the finest quality available and to be superior for exterior fence and railing applications. Revamp warrants that their rigid vinyl extrusions will not chip, peel, blister, rot or corrode when used in accordance with Revamp fabrication, installation, care & maintenance instructions and guidelines.

Revamp does not warrant against normal weathering conditions. Normal weathering will cause any surface to gradually fade or darken. Normal weathering includes, but is not limited to, color change (uniform fading), impact reduction and shrinkage.

This warranty is for the lifetime of the product from the date of manufacture and is non-transferable. Should any defective material be found during the warranty period, Revamp will replace the defective material. Warranty does not apply to parts and accessories such as caps, hinges, latches, support posts.

**Exclusions: Solar Lights**

Solar Lights have a 1-year warranty from the original date of the contract. All other warranty or services on solar lights will need to be directed to LMT-MERCER GROUP. Please change the battery prior to calling for warranty service or purchasing a new one.

**WI RESIDENTS NOTICE OF LIEN RIGHTS:**

As required by the Wisconsin Construction Lien Law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on owner's land may be lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

**Applies to all Backyard Vinyl, Revamp Fence & Deck, and The Vinyl Outlet Locations**

*Geoff Verges*

X  
\_\_\_\_\_  
Geoff Verges

*Jordan Luedeking*

X  
\_\_\_\_\_  
Company Authorized Signature

**REVAMP**  
COMPANIES

**\$60**  
*gift* **CARD**



- Limit 1 per customer.
- Must be claimed after installation is complete and project is paid in full.
- Delivered via email only.
- Must be installed within 90 days

After installation is complete claim your gift card at  
[www.revampcompanies.com/giftcard](http://www.revampcompanies.com/giftcard)

**Gift Card will be delivered via TEXT MESSAGE  
within 45 days after submission.**

# REVAMP COMPANIES

## Notice of Cancellation

DATE OF TRANSACTION: \_\_\_\_\_ (as shown on contract) \_\_\_\_\_

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

NAME OF SELLER: \_\_\_\_\_

AT THE ADDRESS OF SELLER OR SELLER'S PLACE OF BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT LATER THAN MIDNIGHT OF THIS DATE (3 business days from cancellation) \_\_/\_\_/\_\_

I HEREBY CANCEL THIS TRANSACTION:

CONSUMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSUMER'S NAME: \_\_\_\_\_

CONSUMER'S EMAIL ADDRESS: \_\_\_\_\_

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AT THE ADDRESS OF SELLER OR SELLER'S PLACE OF BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT LATER THAN MIDNIGHT OF THIS DATE (3 business days from cancellation) \_\_/\_\_/\_\_

I HEREBY CANCEL THIS TRANSACTION:

CONSUMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSUMER'S NAME: \_\_\_\_\_

CONSUMER'S EMAIL ADDRESS: \_\_\_\_\_

# REVAMP COMPANIES

## Notice of Cancellation

DATE OF TRANSACTION: \_\_\_\_\_ (as shown on contract) \_\_\_\_\_

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

NAME OF SELLER: \_\_\_\_\_

AT THE ADDRESS OF SELLER OR SELLER'S PLACE OF BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT LATER THAN MIDNIGHT OF THIS DATE (3 business days from cancellation) \_\_/\_\_/\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION:

CONSUMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

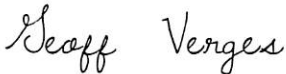

CONSUMER'S NAME: \_\_\_\_\_

CONSUMER'S EMAIL ADDRESS: \_\_\_\_\_

## Document Details

**Title** Contract No. 44462  
**File Name** Contract-44462-1356411.pdf  
**Document ID** 1a571b332fd24d7ca1d6490bf8928834  
**Fingerprint** 190563e8214c8827c4a4be4fa7c73acc  
**Status** Completed

## Document History

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REPORT TO THE BOARD OF ZONING APPEALS  
 Meeting of November 19, 2025

**Date:** November 10, 2025

**Project Name:** Verges/Hulen Fence Variance

**Project Address/Tax Key No.:** N27W27397 Woodland Drive / PWC 0933103

**Applicants:** Geoff Verges and Jennifer Verges-Hulen

**Property Owner:** GEOFF T VERGES AND JENNIFER M HULEN

**Zoning:** Rs-7-Single Family Residential District

**2050 Land Use Map Designation:** Medium Density Residential (6,500 Sq. Ft. - 1/2 Ac. / D.U.)

**Use of Surrounding Properties:** Single-family residential to the north, south, east, and west.

**Project Description/Analysis**

The applicant filed a Variance Application requesting a variance from Section 340-2.9B(2)(C)[1], Section 340-2.9B(2)(C)[2] and Section 340-2.9B(2)(C)[5] to allow for a fence with a maximum height of eight feet located up to the property line and partly within the front yard.

Section 340-2.9B(2)(C)[1] requires a maximum height of six feet for fences within a residential zoning district. The applicant is proposing a portion of the fence to have a maximum height of eight feet. The applicant has indicated this is for privacy reasons due to the proximity of their home and their neighbor’s home to the east.

Section 340-2.9B(2)(C)[2] only allows decorative style fencing, not exceeding three feet in height, to be located in the front yard. The applicant is on a double frontage lot, which does allow the fence within the rear yard of the property; however, it may still not extend into the front yard. In this case, the fence extends beyond the house towards both Woodland Drive and Ash Street. The applicant has noted the fence location is for privacy and issues with the neighbor’s driveway extending onto their property.

Section 340-2.9B(2)(C)[5] requires a minimum setback of two feet from the property line. This is to allow for maintenance of the fence. The applicant is proposing to place the fence up to their property line. The applicant has indicated that the two-foot setback cannot be met due to their home setback.

The Board of Zoning Appeals must review the application materials provided as well as Section 17.1007 of the City’s Zoning Code (below), which outlines the factors the Board must consider in determining whether to grant or deny a variance request.

17.1007 FINDINGS (Rep. & Rec. 14-14)

No variance to the provisions of this Ordinance shall be granted by the Board unless it finds beyond a reasonable doubt that all the following facts and conditions exist and so indicates such in the minutes of its proceedings:

- a. Preservation of Intent: No variance shall be granted that is not consistent with the purpose and intent of the regulations for the district in which the development is located. No variance shall have the effect of permitting a use in any district that is not a stated permitted principal use, permitted accessory use, or permitted conditional use in that particular district.
- b. Exceptional Circumstances: There must be exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, and the granting of the variance should not be of so general or recurrent nature as to suggest that the Ordinance should be changed.
- c. Economic or Financial Hardship and Self-Imposed Hardship Not Grounds for Variance: No variance shall be granted on the basis of economic/ financial gain or loss. Self-imposed hardships shall not be considered as grounds for the granting of a variance.
- d. Preservation of Property Rights: The variance must be necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same district and same vicinity.
- e. Absence of Detriment: No variance shall be granted that will create substantial detriment to adjacent property or that will materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.
- f. Additional Requirements in Floodplain District: No variance in or related to a floodplain\* shall be granted where:
  - (1) A change in the boundaries or elevation of the base flood floodplain (F-1 District) would result.
  - (2) A lower degree of flood protection than a point two (2) feet above the 100-year recurrence interval base flood for the particular area would result.
  - (3) Any action contrary to the provisions of Chapter NR-116 of the Wisconsin Administrative Code would result. (See sub-section 17.0435 and WisDNR requirements)
  - (4) The lot or parcel is larger than one-half acre and is not contiguous to existing structures constructed below the regional (base) flood elevation.
  - (5) No good or sufficient cause can be shown; greater than a minimum relief is necessary; there is increased risk to public safety or nuisances; rescue and relief costs would be increased; and, it is contrary to the purposes of this ordinance.
  - (6) Such variance would allow alteration of an historical structure and/or use.
- g. When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 per coverage. A copy shall be maintained with the variance record.

**Recommendation:**

In consideration of whether to grant or deny the subject variance request, it should be noted that fences are a permitted use within single-family residential zoning districts and the location of the home and two-foot setback requirement precludes the applicant from having a fence on the east side of their property.

Staff finds that there may be factors that, when considered collectively, are unique to this property and request. The property is a double frontage lot with an existing structure with nonconforming setbacks

limiting the location and placement of the fence two feet from the property line. Also, the existing driveway on the neighbor's property encroaches onto the applicant's property, creating less separation between these two properties than typically allowed.

As such, staff recommends approval of the variance request from Section 340-2.9B(2)(C)[5] to allow a six-foot-tall fence to be installed up to the property line with a minimum five-foot setback from the street property line adjacent to Ash Street.

Staff recommends denial of the variance request from Section 340-2.9B(2)(C)[1] and Section 340-2.9B(2)(C)[2], thus requiring the fence to have a maximum height of six feet and to not extend closer to Woodland Drive than the home.

The recommended location is also shown below as a black dashed line.



Consideration should also be given to public comments heard at the public hearing.



**City of Pewaukee  
Notice of Public Hearing**

NOTICE IS HEREBY GIVEN THAT THE ZONING BOARD OF APPEALS OF THE CITY OF PEWAUKEE will conduct a public hearing on **November 19, 2025, at 6:00 p.m.** or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Pewaukee City Hall, W240N3065 Pewaukee Road, Pewaukee, Wisconsin 53072, to hear public comment regarding an application by **Geoff Verges and Jennifer Verges-Hulen** for a variance from Section 340-2.9B(2)(C)[1], Section 340-2.9B(2)(C)[2] and Section 340-2.9B(2)(C)[5] to allow for installation of a fence with a maximum height of eight feet located up to the property line and partly within the front yard upon property located at **N27W27397 Woodland Drive**, Pewaukee, WI 53072, Tax Key No. PWC 0933-103, being Lot 12, Block 2, Plat of Woodland, being a Subdivision of a part of the Northeast Fractional 1/4 of Section 18, Township 7 North, Range 19 East, in the Town of Pewaukee (now City), Waukesha County, Wisconsin, Document No. 3592541; containing approximately 0.29 acres. The subject property is zoned Rs-7 Single-Family Residential District and SO Shoreland Overlay District. This public hearing is being held pursuant to the requirements and standards of Section 340-12.6 of the City of Pewaukee Zoning Ordinance. The public is invited to attend the public hearing and to provide input.

Dated this 21<sup>st</sup> day of October, 2025.

Nicholas Fuchs  
Planner & Community Development Director

N.B. Class II