



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Minutes - Final

### Board of Zoning Appeals

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Wednesday, May 17, 2017

7:00 PM

3rd Floor Conference Room

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#### Call to Order, Roll Call

*Chairman Nohr called the meeting to order at 7:00 p.m. and explained the Board of Zoning Appeals meeting procedure.*

**Present:** 5 - Douglas Farmer, Carol Haefs, Philip Nohr, Anastasia Gentry, Joe Konradt

Board Member Charles Clemence also present as nonparticipating member.

#### Variance appeals:

*Chairman Nohr opened the public hearing.*

#### 2580

An appeal regarding the requirement that wall signs may be placed on no more than two separate walls of a building at 232 3rd St. N., La Crosse, WI.

*Barbara Benson, 400 La Crosse Street, representing the Fire Prevention and Building Safety, is sworn in to speak. The contractor is proposing to place a wall sign on the third side of a building. Municipal Code Section 111-94 states that wall signs may be placed on no more than two separate walls of a building. The owner proposes to place a sign on a third wall of the building. For this project to proceed as proposed, the Board would have to grant a variance allowing this sign to be placed on the third wall of the building.*

*Nohr asks if the sign meets all other size requirements. Benson responds that it does. Nohr states that it does not appear to be a lit sign. Benson responds that she does not believe it is a lit sign.*

#### *Speaking in Favor of the Request:*

*Craig Gerrard, representing La Crosse Sign Company, 1450 Oak Forest Drive, on behalf of Mayo Health Clinic, is sworn in to speak. Gerrard states that he works for the same sign company as the other sign. Mayo Clinic's entrance is on the northwest corner of the building along the 3rd and Vine Street intersection. The two sides that are committed are on the 4th Street and State Street sides of the building. They were established when Associated Bank went in; they were the first ones putting up their signs. That being virtually a block from Mayo's entrance, it does no service for their patients or themselves from a marketing perspective.*

*Gerrard says in order to make sure their patients get to the right area; they need something that is in closer proximity to their actual entrance that will guide patients in that direction. The appropriate place which is allowed by the landlord meets all other City criteria where signs are concerned. The only variance they are asking for is*

*because two sides were already established for signage and this would be a third sign. Knowing that any previous variances were granted, doesn't necessarily guarantee a similar variance. Cowgill was granted a variance on the same building. In this instance there is no difference between the two, the precedence has already been set for a third wall being used for signage at this facility. Gerrard states that they respectfully request a variance. Nohr asks if Gerrard can confirm it if is a lit sign. Gerrard states that it is a lit sign; it is internally illuminated and only the letters on the sign will show at night.*

*Eric Erickson, V.P. Primary Care for Mayo Clinic, is sworn in to speak. Erickson states that he is support of the comments from the prior gentleman. He states that having clear signage on this side of the building has a patient safety and pedestrian safety component to it. There is going to be a parking ramp kitty-corner to that side and they want to ensure that patients using that ramp know where to cross street safely and where to access building. The sign will be the most clear indication of where they should enter.*

*Konradt asks where the entrance is and Erickson responds that there is a door just to the left of the corner of Vine and 3rd Street; at the very corner there will be a public atrium. Nohr asks if the entrance is right under the sign; Erickson responds that it is just to the left of the sign; the door faces north. Konradt confirms that the sign describes where the business is. Nohr states that the preference for placement is there because it is closer to the parking ramp; Erickson agrees and because of the physical nature of the building itself.*

*Konradt asks if multiple people and businesses will use that entrance; Erickson responds that they will use that door to the building. Farmer asks what kind of services they offer and Erickson responds that they have primary care services and express care-like services. Dennis Havland, representing Mayo Clinic, is sworn in to speak. Havland states that the location was picked because to the left of the brick façade there is a glass atrium. The atrium wraps around the 3rd Street side and goes up Vine Street.*

*Speaking in Opposition: none*

**Farmer motioned to grant the variance for the sign on the wall at 232 3rd St. N. The sign ordinance never anticipated the building occupying a whole lot, which really is the unique issue. There was no testimony that there is any harm to the public interest by allowing the sign. The hardship is, if we didn't grant the variance, there would be people walking around outside of the building looking for express care, as an example. Konradt seconded. The motion carried by the following vote:**

**Yes: 5 - Nohr, Farmer, Haefs, Gentry, Konradt**

## [2581](#)

An appeal regarding the requirement that wall signs may be placed on no more than two separate walls of a building at 303 State St., La Crosse, WI.

*2581 – Riverside Wellness at 303 State Street, La Crosse, Wisconsin.*

*Benson, still sworn, states that the contractor is proposing to place a wall sign on the third side of a building. Municipal Code Section 111-94 states that wall signs may be placed on no more than two separate walls of a building. The owner proposes to place a sign on a third wall of the building. For this project to proceed as proposed, the Board would have to grant a variance allowing this sign to be placed on the third wall of the building.*

Benson shows the proposed sign and location on the building. Nohr asks if the signs are there now. Benson states that they are proposed; they are not there now. On an aerial view, Benson points it out on the map. Konradt asks why the variance is requested when a strip mall can have many tenants with their own signs. Benson states that the structure takes up the whole block and code says you can only have signs on two walls of a building. Konradt states that there here will be multiple tenants on the parcel and the law accommodates that. Bensons states that it is a different situation here because the signs on a strip mall are all facing the same way.

Farmer states that they did one for Cowgill Dental. Benson states that they were not putting up a third sign, it was going on a third wall of the building. Farmer confirms that this is their first sign on a third wall not a third sign. Nohr asks if the sign meets all of the requirements other than placement and Benson agrees. Benson states that the sign will be backlit. Nohr states that they have ordinances for size and it meets it; Benson agrees.

*Speaking in Favor of the Request:*

James Fuchsel, representing La Crosse Sign Company, 1450 Oak Court, is sworn in to speak. Fuchsel states that this is a similar situation to Mayo, where their business will have only one sign. Their business sits behind windows, which he points out. He states that they will have a wellness center that can be seen through the windows. They want to put the sign in the place proposed because of this is where the business will be. The sign occupies a similar space as the signage for Cowgill. They tried to space them evenly across the building for aesthetics.

Nohr asks if there was any consideration of similar dimensions to the signs since the Sign Company is involved with many of the signs. Fuchsel states that at the request of the Webers it was to be similar to Cowgill's so they look appropriate on the building. Jacob Spier, representing Riverside Corporate Wellness, 323 Front St. S. is sworn in to speak. Spier says they chose this part of the building because it is where their business is located. The parking for the users of this space is the same space as users from Mayo. He reiterates that they will only have the one sign for their location. He states that it is backlit and similar to the Cowgill sign in size.

*Speaking in Opposition: none*

**Farmer motioned to grant the variance at this address for the reasons referenced the motion for File 2580:**

**"The sign ordinance never anticipated the building occupying a whole lot, which really is the unique issue. There was no testimony that there is any harm to the public interest by allowing the sign. The hardship is, if we didn't grant the variance, there would be people walking around outside of the building looking for express care, as an example."**

**Haefs seconded.**

**The motion carried by the following vote:**

**Yes: 5 - Nohr, Farmer, Haefs, Gentry, Konradt**

[2582](#)

An appeal regarding the requirement that fill around the perimeter of a building shall not be less than one foot below the flood protection elevation and shall extend at least 15 feet beyond the limits of any structures at 721 Charles St., La Crosse, WI.

Benson states that the owner applied for a building permit to construct a single-family dwelling in the floodplain at this address. Municipal Code 115-281 – Flood Fringe District states that the fill shall be placed one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. Three variances will need to be granted for this project to proceed as proposed. A variance of 9 feet for the fill on the north side of the building, a variance of 3 feet on the east side of the dwelling, and a variance of 9 feet for the fill on the south side of the dwelling.

Benson shows a site plan of the proposal. Konradt asks if the variance is for the length and not the height and Benson responds that he is correct; it is because it is a small lot. Nohr confirms that it is because the lot size is small. Konradt asks how much fill will they be adding and Benson states that she does not know.

*Speaking in Favor of the Request:*

Kevin Clements, representing the Planning & Development Department, is sworn in to speak. Clements states that the Planning department purchased this home. It is a run-down rental and they intend to build a single-family home on the lot. Clements states that to the north there is a home that was built 2 feet above base flood elevation and another lot to the north is also raised. Clements states that they are trying to get lots on that block up. Gentry asks if it was Nick Charles that owned the other property; Clements states that he owned this one too.

Clements shows the Board the intended plan. On the North side they would build up and join the neighbor's property and not have a retaining wall, but they will need one on the south side that would be three feet in from the lot line. Benson shows a picture depicting the front of the current house. Nohr asks if the elevation will be the same as the neighboring property. Clements responds that it will be very close and the proposal is for it to be two feet above the flood elevation and in the rear garage area it will be at base flood elevation level.

Gentry asks how the water will run off the property. Clements responds that there will be an eave going toward the ends of the house and there will be an eave going toward the back of the house and back of the property. Clements states that there will be a 24 foot gutter and downspouts to the rear of the home where it will be one foot above flood elevation. Gentry asks if the retaining wall will be continued. Clements responds that the wall will continue and he adds that the very front needs a 3 foot variance because the three of the steps are within that 15 foot area.

Nohr asks what the front yard setback is and if it meets the requirements. Clements responds that it is about 19 feet and it does meet the City's required setback. Nohr asks if they will need a demolition permit and Clements says the contracts are out at this time. Nohr asks who the demolition permit goes through. Clements responds that they go through Inspections and Xcel Energy and a Council Member is also aware that there will be demolition and fill at the same time.

Doug Kerns, Engineering Department, is sworn in to speak. Kerns states that he is the floodplain manager for the City, and he tries to keep City out of trouble with FEMA. Kerns states that his testimony is how the variance relates to the FEMA regulations. He submits to the board a listing of the three criteria to qualify for a variance under FEMA regulations. He feels that the project meets the three criteria.

Kerns states that the first criteria is the variance shall not cause any increase in the regional flood elevation and in this case it does not. Nohr asks if that means that the fill comes from a certain location in the floodplain and Kerns responds that it does

*not. The second criteria is that the variance can be granted for lots that are less than on-half acre and are contiguous to existing structures constructed below the regional flood elevation, which is the case here. The third criteria is that the variance shall only be granted upon a showing of good and sufficient cause, shall be the minimum of relief necessary, shall not cause increased risks to public safety or nuisances, shall not increase costs for rescue and relief efforts, and shall not be contrary to the purpose of this division. He feels that this project is going to improve this area and fully supports the project.*

*Speaking in Opposition: none*

**Farmer states that the unique property limitation is that it is a small lot. There is no testimony that there was any harm and no testimony to the harm of the public interest. The unique hardship is that there is no way to construct something on this lot and utilize the lot. In that respect it would penalize the City because you would end up with a 'gap-toothed' block with a vacant lot and that is not good for the neighborhood. Farmer motioned to grant the variance of 9 feet of fill on the north, 3 feet of fill on the east, and 9 feet of fill on the south. Haefs seconded.**

**The motion carried by the following vote:**

**Yes: 5 - Nohr, Farmer, Haefs, Gentry, Konradt**

### [2583](#)

An appeal to allow a fence constructed of wood on a commercial property located at 163 Copeland Ave., La Crosse, WI.

*Benson states that the owner constructed a wooden fence on this property without a permit. Municipal Code 115-398 (d) states that fences on nonresidential property shall be of an open type, similar to woven wire, chain link, or wrought iron fencing. The owner used wood to construct the fence. A variance allowing a wood fence in a nonresidential property will need to be granted for this fence to remain.*

*Benson shows a view from the back of the property where the fencing is built. Nohr asks if it was already there and Benson responds that it was put up without a permit. Farmer asks about why the whole fence is not stained and Benson responds that they stopped to see if the variance was approved. Farmer asks if the property next-door is a rental property and Benson states that she is not sure. Benson states that the red house is residential and the green house is residential also. Farmer states that the only structure that is commercial is the one in question.*

*Speaking in Favor of the Request:*

*Ben Newman, 617 Mississippi St., is sworn in to speak. Neuman states that he did not get a permit. He has never built anything before. Neuman states that there was a plastic fence there previously which was replaced. Nohr asks why he replaced it and Neuman responds that it was cracked and broken. Neuman states that it was there when they acquired the business and right next to it was a chain link fence belonging to the neighbor.*

*Neuman states that the green house is a rented duplex; the owner is Jim Grabinski. They were having problems with weeds growing between two fences. The white fence was there and posts were in the ground. They put the wood on concrete so their neighbor could mow right up to the concrete slab. Farmer asks where the two fences were and Neuman points out on the picture that there is a chain link fence right next to and along the wooden fence that they put up; he adds that the chain link fence is gone now.*

*Neuman asked the neighbor in the green house if they preferred the fence on their side to be stained or if they preferred a natural look; the neighbor requested that it be stained. The neighbor is excited because it will look a lot better than what it looked like. Neuman states that he does not have a picture of what it did look like. Farmer asks why they need the fence and Neuman responds that it surrounds their beer garden.*

*Gentry asks if there was a previous variance granted with the previous owner; Neuman responds that he is not sure. Farmer states that the fence ordinance is not that old; it is under ten year's maybe. Farmer states that he asked why the fence was needed in order to find the unique property. Haefs asks if the adjacent properties are owner occupied. Neuman responds that the green house is owned by Grabinski and he rents out both parts of the duplex. Neuman states that the red house is owned by his landlord, the owner of Sloopy's.*

*Haefs asks if Neuman has spoken to the owners. Neuman responds that he did talk to them and gives them a letter from the tenant in the red house and one from his landlord. He also shows some pictures he took of the new fence. Nohr confirms that the owner of the green house is in favor of the fence. Neuman responds that he stopped working on the fence when he got the letter in the mail because it told him he needed to apply for a variance.*

*Nohr asks how the new fence compares to the previous fence in terms of height. Neuman responds that the side facing the green house is the same height as before, which is 6 feet. Neuman states that they went that height all around for the privacy of the neighbors and the people in the beer garden. Neuman states that the side by the parking lot was lower; approximately 2-3 feet. Konradt asks if it is their parking lot and Neuman responds that it is. Nohr confirms that the concrete slab is where the beer garden is and Neuman responds that he is correct.*

*Neuman states that they really just upgraded the fence that was there because they need it for their beer garden. Neuman says that the neighbor's chain link fence went all of the way to the garage there; when they took that down they decided to extend the wooden fence from the garage to the beer garden in order to hide the dumpsters. Konradt asks if the fence is up there now and Neuman states that they did not get that far yet, but they are proposing to do so. He adds that it will be the same material and stain. Gentry asks if there is a time limit on the beer garden and Neuman responds that the beer garden it is open until 10 at night so they are not bothering the neighbors. He gives the board pictures of the beer garden door and the inside finished wall and what the stain will look like. He shows the metal brackets to connect the posts to the concrete. Nohr asks Neuman to point out where the door will go and he shows him on the picture. Konradt asks what the concrete boxes were and Neuman responds that they were tree planters at one time.*

*Luke Sacia, (address inaudible), is sworn in to speak. Sacia states that Neuman was asked to help him. Sacia says the previous fence was so low that it wasn't very good for after-hours. It is not a big deal, but there are young kids in the area. The planters were used as cigarette holders and there were members of the community that would go through it in the wee hours of the morning and take cigarette butts. Sacia states that he doesn't like the idea of staff that work late to have to deal with those people out there.*

*Sacia states that the idea to improve the fence was when the City decided to put money into updating the north side of La Crosse. He says it doesn't do a lot for them now, but there would be potential for new business owner. Sacia states that the new fence hides the dumpsters and gives neighbors privacy. It previously didn't give much*

to aesthetics and they wanted to improve it and make it beneficial to all. The new fence reduces the opportunity for carry-offs. Cans and butts won't be thrown in the adjacent yard. Sacia again states that they really just wanted to go along with the other improvement to the north side. Nohr asks if the fence is in the exactly same location. Sacia responds that it is actually inside where the fence previously was. The original fence was in the neighbor's yard and now it is secured to the cement slab. They lost about eight inches.

*Speaking in Opposition: none*

**Farmer states that the unique property requirement is the fact that the business would not be able to meet the requirement by law without this. The other thing that is unique is that it is a commercial structure located between two residential. There is no harm to the public interest; in fact, it is served by securing the open area where alcohol is consumed. The unnecessary hardship would be that he only knows of only one bar that was turned down for a beer garden and that bar went out of business. Farmer motioned to grant the variance on this nonresidential property. Konradt seconded.**

**The motion carried by the following vote:**

**Yes: 5 - Nohr, Farmer, Haefs, Gentry, Konradt**

[2584](#)

An appeal regarding the regulation that requires 7,200 square feet of lot area and 30 feet of street frontage for each lot located at 923/925 16th St. S., La Crosse, WI.

*Benson states that the owner has proposed to split this parcel into two separate parcels. Municipal Code 115-142 (c) (2) states that every lot in the single family residence district not of record September 15, 1966, shall have an area of not less than 7,200 square feet. Municipal Code Section 115-143 (e) states that every lot shall front or abut for a distance of at least 30 feet on a public street. The owner proposes Lot 1 to have 4,577 square feet of lot area, Lot 2 to have 5,837 square feet of lot area and for Lot 2 to have 16.66 feet of street frontage. Lot 1 will require a variance of 2,623 square feet and Lot 2 will require a lot area variance of 1,363 square feet and a street frontage variance of 13.34 feet for these lots to be split as proposed.*

*Nohr asks about the street frontage of Lot 1. Benson states that it does not need it because it already has enough street frontage because it is right along the street. Farmer asks how many square feet the present lot is and Benson states that it would be the total of the two. Farmer states that it must be 9 to 10,000 square feet. Konradt asks how common is it that to have one lot split into two parts that are shaped differently. Benson states that it is a bit unusual. Konradt states that he has driven by on 16th Street and the house is really hidden; you have to really look for it. The 923 is viewable but 925 is a bit hidden.*

*Farmer and Nohr confirm that these houses are already there; Farmer states that it is most likely a mother-in-law house stuck behind the original house. Farmer asks about the purpose of the division. Konradt states that there are listing signs on both units. Farmer asks if the access for the garage is behind off an alley. Benson states that there is an alley there. Farmer states that it looks like the house in the front has off-street parking. Konradt asks if the white thing is their shed and Benson confirms that it is.*

*Konradt asks if there are any odd-shaped lots. Benson states that she cannot say for sure. Nohr states he hasn't seen them like this, but he thinks there are some that are not straight lines. Farmer states that this is very different. Nohr asks if the lots would it meet all the setback requirements if they were to be divided. Benson states that they wouldn't. Farmer states that they are already in violation, but the houses already*



exist. Konradt adds that a potential buyer would be aware of what they are getting.

*Speaking in Favor of the Request:*

*Daniel Moen, W5670 County Road F, is sworn in to speak. Moen states that he is splitting to be able to sell these houses separately. Moen states that the issue is that you cannot lock into a traditional mortgage when you have a nonconforming lot. Currently there are two dwellings on one lot, each are 100 years old. They currently are rentals and have been since before 1966. Moen states that this is an attempt to create a neighborhood. He agrees that it is a strange lot line, but he will put up a fence to indicate the division to anyone who wants to take a look at purchasing the property.*

*Moen states that he has done a lot of work to refinish the floors and has done other things to improve them with the intent to take them out of being a rental. Moen states that he wants to ride the wave of development that is happening and allow a single-family to own them. Gentry asks who created the shape of the lots. Moen responds that he worked with a surveyor and worked it out. Moen says they talked to the building inspector, Terry, and he said the lot doesn't meet code as it is. He also talked to Tim Acklin in the Planning Department.*

*Moen says the surveyor allowed for off-street parking for Lot 1 and Lot 2 would have access to the two-car garage. Moen agrees that it is an odd shape and an odd property. Nohr asks if Moen would sell to someone who would be using it as a rental. Moen responds that the price point would be above what someone would want to pay to turn it into a rental. Moen says the idea is that the improvements would be more in line with something a single-family would be interested in.*

*Nohr asks for confirmation that a person would not be able to obtain a mortgage on the property as it is in its present state. Moen responds that he could put them on the market as one lot, but in order to buy them, they would not be able to obtain a traditional mortgage. Farmer states that they would not have access to a Freddie Mac or Fannie Mae, where the sweetheart rates are. Farmer says rental properties can qualify for Freddie Mac or Fannie Mae, but he has never seen anything like this.*

*Konradt asks how long Moen has owned it and he states that it was less than a year ago that he purchased it. Konradt asks if the houses were vacant when he bought it and Moen responds that they were. Konradt asks if it was platted as one lot and Moen responds that they were. Moen states that they are very different houses, one is more Victorian and the other has more of a craftsman feel, but both are from the same time. Moen states that he envisions a first-time home buyer would go for \$110,000. Gentry asks if there is a cement pad where the car is and Moen responds that she is correct. Gentry also confirm that part of the reason for the way it was split was so they will both have parking.*

*Moen states that he is willing to retool it if the Board wishes. Farmer states that if the mother-in law house was moved back closer to the property line, it would be on the other block and look a lot better. Konradt asks about the shed and Moen states that it doesn't date back to the original house and it can go if necessary. Konradt asks if the sidewalk is within the line; Moen states that it does. Konradt asks what is along the side of the shed and Moen states that it is a gravel area around a tree by the garage. Konradt asks if it would be cut in half with the angle and Moen states that landscaping will be done and a fence will be put up.*

*Moen states that he doesn't know how many of houses like this exist. Konradt asks if the fence would conform and Moen states that the fence would go nearer to the*



house and stop where the concrete pad is in the back next to the garage. Farmer states that each party would agree to the fence being on the lot line because Moen is the owner of both.

Konradt asks if he bought it with the intention to rent at all and Moen states that he bought them with the intent to update and resell them. Moen states that the City is trying to reduce the number of rentals and he is trying to do his part. Nohr confirms that it was a rental at one time and Moen states that it was a rental property for a very long time. Konradt asks what kind of condition they were in and Moen states that there has been a dumpster there while he has been renovating. He went through three layers of flooring to get to the original hardwood floor. He has been fixing the inside and going through normal reclaiming it after years of abuse; it is all interior work. Moen states that the outside are intact but they are not dilapidated at all.

**A motion was made by Konradt, seconded by Nohr, that the Request for Variance be GRANTED . The motion carried by the following vote:**

**Yes:** 4 - Nohr, Haefs, Gentry, Konradt

**No:** 1 - Farmer

### **Other Business**

#### **[17-0513](#)**

Approval for members to attend Zoning Board Workshop on June 29, 2017.

*Konradt, Gentry, Clemence, and Farmer will attend the workshop.*

### **Election of Vice Chair**

*Motion by Haefs to nominate Farmer as Vice Chair. Nohr seconded the motion. All in favor.*

### **Review of Board Procedures and Municipal Code Sec. 115-57 Div. 2 (Board of Appeals)**

*Motion by Konradt, seconded by Farmer, to place Board Procedures on City web site.*

### **Adjournment**

*Meeting adjourned at approximately 8:35 p.m.*