



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Minutes - Final

Board of Zoning Appeals

Wednesday, October 16, 2019

7:00 PM

3rd Floor Conference Room

Call to Order, Roll Call

Chair Nohr explained the meeting procedure, called the roll, and opened the public hearing session.

Present: 5 - Douglas Farmer, Charles Clemence, Carol Haefs, Philip Nohr, Lu Selover

Variance appeals:

2630

An appeal regarding the requirement to provide one parking space for each 150 square feet of floor space for retail spaces at 4400, 4424, and 4444 State Road 16, La Crosse, Wisconsin.

Matthew Diehl, 400 La Crosse Street, representing Fire Prevention & Building Safety, is sworn in to speak. He states that the owner has split parcels at 4400, 4424, and 4444 State Rd. 16. Per Municipal Code section 115-393 (k) (1), one parking spot is required for each 150 square feet of floor area. For this project to proceed as drawn, a variance of 239 parking spots to the required 288 will need to be granted. Farmer asks if he means that the board would have to pass on 239 spots, so there would only be 49 parking spaces. Diehl states that he is correct.

Diehl shows a parking layout for the split and points out the border of the parcel and the building. He points out the parking spaces that are on the parcel. He shows an aerial view of the property. Farmer asks if the splitting of the parcels created the problem; Diehl states that he is correct. Farmer asks what is in the building; Diehl states that the building houses Dick's Sporting Goods and Chuck-E-Cheese and is adjacent to the mall. Nohr asks if the parking would be adequate if the parcels were not split. Diehl states that the parcel adjacent previously included the one in question and it had the required amount of parking and because of the recent split, it does not have enough parking on this parcel.

Haefs asks why it was split; Diehl states that they will need to ask the appellant. Nohr asks if the parking requirements would be met if the parcels were split differently; Diehl says it might be possible. Clemence asks if a variance is now in place or if they had the parking before. Brent Thielen, representing Fire Prevention & Building Safety, is sworn in to speak. Thielen states that he was actually the inspector when Dick's first went in there and they had adequate parking when Dick's, Chuck-E-Cheese, and Play It Again Sports were remodeled. Thielen says it was split and the City was never notified; the split has to go to Fire Prevention & Building Safety, the City Assessor's office and the County. Thielen says that his department would have said no to the split if they had received it. Nohr asks if it has already been split; Thielen states that he believes it has been split already. Nohr confirms that the split was not handled correctly. Nohr again asks if all of the buildings would have adequate parking if it were

split differently and Thielen states that you could split it many ways to make the lines work and have enough parking; it could look like a jigsaw puzzle, but it could be done.

Speaking in favor:

Dan Cook, 115 5th Street South from Davy Engineering, is sworn in to speak. Cook says that he noticed that in their petition they said they put some exhibits in there that said they weren't in the floodplain, but they aren't actually in there; he has them if the Board would like them though it doesn't affect what is going on for the parking. To clarify, they didn't know that the split was made either; the owner went to the County and had it approved. Cook says according to the mall who owns the western parcel and the current smaller parcel. He says the City ordinance says that there is a paragraph describing what floor area is, the bottom line is he did an analysis and calculated the amount of parking differently – 5.3 spaces per 1,000 square feet of gross area instead of floor area. Nohr asks what he means by that and Cook responds that gross area would be the total building, floor area subtracts cashier area, storage areas, shipping areas, etc. He says the City is asking for 1 space per 150 square feet of floor area which is higher than most places. He again states that what they are asking for is to use gross floor area to measure parking instead.

Nohr says the Board has to meet three criteria; he asks what the hardship is and why this did not get processed properly. Cook says he doesn't know why, but it is in the application; Nohr says the owner should probably be here and Cook says they are in Pennsylvania. Cook says they first filled out an agreement there is shared parking and shared utilities between all of the owners at the mall and the parcel before the Board. Farmer asks if it was filed and Cook states that it was filed with the County. Farmer asks if there is a termination date; Cook states he didn't ask them, but he believes that it runs with the land. He adds that there were several agreements done in the past that were for the same thing. Farmer says the agreement starts on page 24. Farmer says if it were to be terminated by all the parties then suddenly we're out of compliance; if it was a permanent parking easement then we could do this.

Nohr says he doesn't see anything about shared parking. Clemence says even if there is, it doesn't override code. Farmer says you can't pull back a variance after it is granted. Cook says this agreement is just to get Dick's part of the parking lot; even if they terminate that part of the agreement there is another agreement that says there is shared parking throughout the whole site. Farmer says the agreement states that it can be terminated by the consent of the parties; Cook says that would be Dick's and the owner of the rest of the parcel; the last paragraph in section 9.2 says if it is terminated the duties and obligations of sections 3 and 7 are no longer in course. Cook says in section 2 on page 4, there's other agreements, article 2 says it runs with the land and it has been there since the 1990s and is for parking for all of the mall area. Nohr asks where exactly it says that and Cook responds that the Board's first question was how long this lasts and if you look at page 24, it says it can be terminated by Dick's, so he is referring back to page 4, article 2 that says if Dick's terminates this, it is still shared parking because there's already an agreement.

Farmer asks why this document is necessary and Cook says it is because Dick's wanted it. Farmer asks why it was needed if they already had the parking; Cook responds that it was probably because of the split. Farmer says that doesn't make sense. Clemence states that they still have the three criteria to meet. Farmer states that it is a self-created hardship; if they had a parking easement, then there wouldn't be the issue, but what we have here is a contract that mentions it and that's not the same. Clemence states that the City didn't sign off on this parking agreement either.

Nohr says they will have their discussion at the end, and asks Cook what other testimony he would like to give.

Cook says they did provide some options to the owner of where the parking could be, which is in the packet that the Board has; they have this agreement with Dick's so they did the certified survey map which provides two parcels with the shared agreement showing that all the parking is already being shared. Nohr asks Cook if the property owner has communicated why he split the parcels; Cook says it is in the application. Cook says the bottom line is there will still be 5.3 spaces per 1,000 gross square footage and that's what they are asking for a variance on. Nohr says according to what presented by the inspections department, they are asking for a variance of 239 spaces based on the ordinance. Cook says he said that wrong because they have an agreement that all of that land is shared for the parking. Farmer and Nohr say they can't count that because of the way the land has been subdivided. Farmer says they can't count what you don't own; he says in deliberation he may make a motion to refer this and have time for him to come back with a bona fide parking easement. Cook says he understands the Board's concerns and he appreciates the option to refer; he says they did have staff look at this, but not an attorney.

Farmer says they understand a parking easement that would run forever, but if they don't want to grant a parking easement that will prove his point. Cook says they did grant parking and Farmer says it is a contract not an easement. Cook says there's an easement in there there's utilities and storm water maintenance and parking easements; Farmer asks where it is and Clemence states that he doesn't see it either. Farmer says what we have here is a contract for shared parking, and that is different; Nohr says you can't change an easement and if there is an easement in the packet he would like to see it. Nohr asks if he is agreeable to having this referred for 30 days to have someone come prepared to show them a written easement.

Cook asks to go back to the question about the variance and Nohr says it is for 239 parking spaces; Cook says that is what they are saying, but that's not what they are asking for. Nohr asks what he means and Cook says they are asking to calculate the amount of parking a different way – 5.3 spaces per 1,000 square feet of gross area. Nohr says they can't change the ordinance. Cook says they are providing them with the parking spaces; Nohr says if you are providing them with an easement, we can consider that, but not a contractual agreement that can be broken.

Clemence motions to refer the item to the end of the meeting, Haefs seconded and all were in favor.

The Board comes back to this item following the testimony for file 2636.

Cook comes back before the Board and says the first question he wants to answer is why it is a hardship. He says on page three of the application it says: "the property on which the proposal is located (known as Valley Square, having tenants Dick's Sporting Goods, Play It Again Sports and Chuck E. Cheese) has been a separate tax lot for some time and has been treated as an outparcel separate from the main shopping center. In 2008 it was then removed as collateral under the property mortgage; as part of this transaction, a formal declaration of easement was entered into and recorded to ensure off-site parking and utility access for the proposed parcel. The applicant is seeking variance relief as further assurance that the divided parcel will be conforming under the applicable ordinances and regulations. Concerning the method of calculating the number of parking spaces required using 5.3 spaces per 1,000 square feet of gross area is easier than using the City's definition of floor area. The total number of

parking spaces on the parcel will stay the same without the variance."

Cook says if you go to page nine for the unnecessary hardship: "without the variance the lot line becomes onerous and the land use is wasted trying to get the necessary parking spaces on the parcel. An agreement is needed for the parking and utilities to be shared between the lots which is typical for the shopping center with multiple owners." Cook says those two paragraphs were written by the owner. He brings the agreement out and asks the Board to go to page four (exhibit b). Nohr asks where it talks about easements and Cook says it doesn't; he says the agreement says it is perpetual and this whole area as described has been in effect since 1980. He says the part that is referred to as the COREA talks about the utilities and parking that has been shared and has been in effect since 1979. Cook says he didn't bring those agreements along because he didn't know that would be an issue; he says if you count the number of the parking spaces on this whole lot, it doesn't meet current City Code and there are plenty of parking spaces out there. There is justification as to why they should not have to make the parcel line jog around to get enough spaces on the two parcels when that agreement covers all of the parking anyway.

Farmer asks if they can go back to page 24; Cook says that says that Article 3 and 7 still apply, so if you go back to page 5... Nohr asks specifically where it says something about Articles 3 and 7; Cook points it out. Cook says 3 talks about easements and 7 talks about use of easements. Nohr says he doesn't see any parking easements. Clemence says it talks about common areas. Cook says that is the parking. It doesn't really go into the shared parking spaces because that is covered in the easement from 1979. Farmer says they don't have that and Cook says it is referred to, whether you have it or not, the appeal is still the same issue of it being burdensome to go through and create a lot line...

Farmer says the point is that the Board can't grant a variance that could be nullified by the termination of contracts. Cook says it is not nullified, it has been in effect since 1979 and it is still in effect; this says it is in perpetuity. Farmer asks what page that is on and Cook says he is on page four. Nohr says it that page says irrevocable; however, it says nothing about parking they really need something that in the way of an easement that talks about shared parking rights. Nohr says he doesn't see the hardship to refer for a month. Farmer agrees. Nohr says the Board would then have something to base the variance on if they see an easement.

Cook asks if the Board would grant a variance if he provides a parking easement. Nohr says they would then have something to consider. Farmer says the way he sees it now they could grant the variance, but it could be nullified by rupturing the contract. Farmer again says if the Board grants the variance for limited parking for Dick's that gives someone the green light to develop the parking space on the other side of that lot line that eats up the excess parking that they have and they want to prevent that. Cook says Article 5.2 on page 13 points talks about "each parcel being entitled to rely on exclusive cross-easements for parking and access establish by the COREA."

Cook says the COREA is from 1979 and is the parking use and agreement for the whole site. Farmer says it is cross-easements for parking and access; it is not creating any parking. Cook says it doesn't need to grant parking because the parking was already granted in 1979. Farmer says we don't have that; Cook says the Board doesn't need to have that because it refers to it. Nohr states that it refers to something they don't have. Farmer says they need something that states that they have parking in perpetuity for Dick's; what is going to happen is the owner of the bigger parking lot could develop the area and nullify the parking. Nohr says he still doesn't know why the

parcels were divided. The Board agrees amongst themselves that it is probably for future development; Cook says the application states it is they had to do it for financial reasons. Clemence says this is a self-created hardship. Farmer agrees that the way it is presented is it is a self-created hardship and they cannot grant the variance; if there is an easement there isn't a self-created hardship. Cook says he may need to come back again and Farmer says referral is better than turning them down.

Speaking in opposition: None.

Farmer: Mr. Chairman, I move for referral and so there's no ambiguity, what we're seeking is either some evidence of the easement allowing for parking in perpetuity without a termination agreement or some other evidence that our variance wouldn't be nullified or voided at a later date because of some action of one of the property owners. The best would be if the easement would be straight-forward and simple so us five people can understand it. I don't like contracts like that because I can never figure out whether they're coming or going; in fact, in contracts like that I always look for the termination because that's the only thing that counts. So that is what we'd like, something simple and straight-forward in terms of a parking easement.

Haefs seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

2631

An appeal regarding the requirement to provide a vision clearance triangle in two locations at 333 Vine St., La Crosse, Wisconsin.

Thielen, still sworn, states that the owner has applied for a permit to place two monument signs at this address; sign number 2 has been moved to be code compliant, so they only need two variances and not three as was originally requested. Municipal Code 115-1 states that vision clearance means the triangular space at the street corner of a corner lot, or at the intersection of a public alley with a street, or within 15 feet of the point of intersection of a driveway in a front yard setback with a road right-of-way, or within 15 feet of the point of intersection of a driveway and an alley right-of-way unoccupied except as otherwise specifically authorized.

Thielen says such space shall be determined by measuring from the point of intersection of the street lot lines along each street lot line, or street lot line and alley line, as the case may be, the distance required for the district in which the lot is located, forming a triangle by striking an imaginary line between said points of measurement. Municipal Code 111-11(b) states that all signs shall be located so that they do not interfere with visibility at intersections or adversely affect pedestrian or traffic safety. To allow this project to proceed as proposed, a variance to allow signs to be placed in the corner vision clearance triangles of a driveway and a street at two locations on this property must be approved.

Thielen shows the three original signs and says number two was moved, so they only need two of the sign variances – for sign one and sign three. He points out the adjacent streets. Nohr asks what the building is and Thielen responds that it is the courthouse. Thielen points out Burger King, Badger Street, Vine Street, and 3rd Street again. Farmer asks if it is possible the signs are being placed so they are downstream of traffic on each case. Thielen says he has photos. He shows the signs as they are now and says the new ones will go in the same place. Nohr asks if those are not in compliance. Thielen says back when they were put up they may have been compliance, but they would not be in compliance today; you can't have anything between 3 and 6 feet in height in the vision clearance area and pole signs are not

allowed anymore.

Thielen shows a view of the signs from the across the street at the Tribune and across 4th Street; he says that it appears that it is downstream. Farmer says that you would never be looking that way to see traffic. Nohr confirms that it is one-way traffic. Nohr says in both cases there is a sidewalk and because of the flow of traffic it would be more of a pedestrian problem than a traffic problem. Thielen says you can see traffic, but you have bicycles and pedestrians on the sidewalk in that other direction. He points out the proposed signs. Nohr asks if they can move these to be code compliant. Thielen says it could be possible; he didn't take a measurement, but it could be that one parking space is eliminated. Nohr says it is doable; there is no building in the way. Clemence says they might lose a tree.

Thielen says the signs are 5 feet tall and 4 feet wide and they are trying to the same writing on the new ones. Farmer asks how far back they'd have to move it so it wouldn't be an issue; Thielen responds that it is 15 feet along the sidewalk line and 15 feet up the driveway line and then you draw the imaginary line and nothing over 3 feet tall can be in that triangular area Farmer asks if they could make the sign shorter and Thielen responds that they could do that or make it narrower instead of having it 4 feet wide. Nohr asks if it could still be in there if it was two feet wide; Thielen says it would still have to be out of the vision clearance. Seloover asks if this wouldn't be an issue if they were 3 feet tall; Thielen responds that if it was three feet from grade, then it would be okay. Thielen says they figure that you can see out a car over something three feet tall.

James Speropolis, 212 6th St. N., is sworn in to speak and David Ulde, Graphic House Sign Company, is sworn in to speak. Nohr asks if they would like them all together. Speropolis says it would be better that way. Farmer says the issues are the same. The Board decides it is best to take the Inspections Department testimony for all of the sign variances.

Thielen points out that prohibited signs are signs that obstruct the vision of pedestrians, cyclists, or motorists traveling on or entering public streets; it is in the prohibited signs part of the Municipal Code. Farmer asks how tall the signs are and Thielen says they are about 5 feet from grade. Clemence asks if any monument sign would be illegal and Thielen says any monument sign unless it is three feet tall in that corner vision clearance is not allowed. Farmer asks if all of them are parking signs and Thielen responds that they are all for parking lots.

Speaking in favor (this portion of testimony is for all four sign variances 2631 through 2634):

Speropulos says with moving the administrative center they wanted to do a central sign project to make the signs uniform. Nohr says they are uniform now. Speropulos responds that along with the monument signs they are also changing the ones on the buildings. The ones on the building are nonconforming right now; they are eight feet wide by three feet high with two posts and Monument signs cannot be that way per the sign ordinance. They want to update all of the signs and bring them up to code. They are making the parking lot signs mimic the building signs. Nohr asks what the hardship is with the existing signs and why they need to replace them. Speropulos says they are at least 20 years old right now and the only thing they can do is repaint them. He says they struggle with people having problems knowing where they are going when they are parking with the signage they have. He says he deals with a lot of people getting parking tickets and he is hoping that this would help that. Farmer says they are

dated and ugly.

Nohr asks why they objection to meeting the maximum of 3 feet in height. Speropulos responds that they can't make them that small for readability and if they got a lot of snow, it would be buried. He says that is why they have so much blank area down below for the snow load. Farmer says the snow would be removed though and Speropulos says it would be in the grassy area with the signs. Nohr asks if they have people that take care of the snow in the winter and if the snow goes into that area. Speropulos responds that the staff takes care of the plowing and it would cover a sign because they would stack the snow in parking spaces near where these signs are. Nohr asks if his testimony is if the signs are not of this height, not only would normal snow cover, but plowing of lots might cover the signs. Speropulos says the snow wouldn't cover them because that would be on the parking lot side, but he is more concerned to the traffic along the street and the alleyway and that driver being able to see it and read it fast enough as they are coming in and the bigger the sign can be the easier it is to read.

Nohr says there are number of signs on these properties and he asks if in every case they have existing signs in the areas. Speropulos states that they are the existing signs except for lot E where the stone walls are. Nohr says the stone walls appear to be in the vision clearance; he asks why they have to be there, they could pull down the wall and push the signs back farther. Speropulos says they were there when they bought the property. Clemence says it might not even help to take the wall down since the sign would be in the 15 feet. Nohr says tearing the wall down could be a compromise of some sort. Speropulos says in most cases they don't have enough grass space and they would have to eliminate parking and the cost of filling that in would be a hardship. Seloover says if these were put outside of the triangle you wouldn't be able to see the sign. Nohr asks what the material will be; and Ulde responds that it will be aluminum at six inches deep. He adds that they are trying to minimize the visibility issues so they made a thin sign; normal ones are 10 inches or greater.

Speaking in opposition (this testimony is in regards to all four sign variances 2631-2634):

David E. Olson, 1219 Madison St., is sworn in to speak. Olson says at the end the gentleman hit the nail on the head - they don't want to lose parking spaces. It is not a hardship because a building is in the way; it is because they don't want to lose parking spaces. He says he can sympathize, but variances for 2633 and 2634 that are near WWTC; those signs on Vine and 7th Street are in high areas of trafficked by kids who aren't as alert as they should be. He thinks that it is a bad idea at those two locations to put the signage up where they can block sight of pedestrians. Olson states that the City took two parking spaces that he owns for vision clearance on 11th and Vine Street in a heavily trafficked area.

Farmer says he was thinking that the County should set the standard for everyone, but down inside of the 7th Street people have different expectations in the area because it is in the heart of the congested area. Farmer says the signs may not be relevant because people expect the congestion. Olson says he believes that the signs on Vine and 6th are not as critical because they don't have them there now. He doesn't see why they can't conform and just eat up whatever parking spaces they need. He doesn't think that setting them back farther would deter people from being able to see them. Farmer says that they didn't grant one where the already put the sign in the vision clearance area. It was in the private sector and similar to this one, but it is a little bit

different situation in this area.

Nohr wants to clarify what Olson's concern is; he asks if it is safety or appearance that he is concerned about. Olson says it is the safety that he worries about; he deals with a lot of them because he is a landlord. Olson says they don't look both ways and he has seen it often over the years. He again says the City took out parking spaces near his rentals and he says it really makes a difference for visibility when the cars come flying through. Olson says if you try getting out on State Street from the Hive when it is halfway busy it is very difficult. Olson says this is not an economic hardship if they have to give up a space or two to comply. Farmer says he is going back and forth on whether they should set the example, or if they try to treat them as any other applicant.

Nohr gives the opportunity of rebuttal. Speropulos says as far as an economic hardship and safety, it is not like they can find more money for this project. He says it is not only eliminating parking, it may be reconfiguring the parking lot. He says they don't have signs on one lot and they have a lot of problems with other people that shouldn't be parking there; there are issues because that lot has no signs. Nohr asks about the testimony from Olson, that by removing spaces the vision clearance was heightened. Olson states that it was not the County and it was on the street, it was not in parking spaces.

Thielen adds that they don't necessarily have to move the signs back to be in compliance, they could move them right or left to get out of the vision clearance area; they don't have to go 15 feet back, they can go right or left 15 feet. Farmer says they have a triangle to work with; Thielen says they don't have to go into that parking area.

Motion by Farmer, second by Haefs, to combine number 2631, 2632, 2633, and 2634 into one package. Motion carried.

Farmer: Mr. Chairman, then in terms of the motion to approve, I would address the unique property limitation in that the downtown properties all have some form of unique property limitation especially inside of 7th Street simply because of urban congestion. Each one of these pieces of property are inside of 7th Street and as a rule all have that same issue and it is an issue across every single block in the downtown area. I don't think there's any harm to the public interest; in fact, I think the County should be applauded for taking signs that are extremely dated and are doing nothing to approve downtown and they are replacing them with signs that have some aesthetic appeal. These will be much better than what we have. The unnecessary hardship would be on the public if we had to put the signs where the Code would mandate, the signs basically would be back far enough and in such fashion as to not be readily seen. They would be, in some cases, sitting in the parking lot and that is not what people expect to see. So I would move for approval.

Clemence seconded.

Farmer made an amendment to his motion: assuming the County is in good faith, we request that they be placed as far back as possible in that area as practical and as possible.

Clemence seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

2632

An appeal regarding the requirement to provide a vision clearance triangle at four locations at 300 4th St. N., La Crosse, Wisconsin.

Thielen, still sworn, says that the owner has applied for a permit to place four monument signs at this address: one on 6th street, and three along Vine Street across

from the Post Office. There is one for each entrance to the parking lot for the Health and Human Services building. Nohr states that they can't all be on a corner where there is a vision clearance problem. Thielen states that these are driveways and you still need the 15 foot corner vision clearance. He shows a photo of each current sign and states the new ones will be placed over to the right side of the entrance instead of the left side where the current signs are now. Farmer says that street has two-way traffic and Thielen says the other side does as well. Nohr says even though they are moving them, they still need vision clearance.

Farmer says they are asking for variances for where they put it, and he asks if the Board can put limits on the height of the sign. Thielen says he doesn't know the answer to that question; it would be a question for someone above him. Farmer says if they can grant a variance of 5 they can grant a variance of 4, which would be 90 percent of the vehicles. Clemence says he is trying to find a way...if it is possible they could ask if the appellant would agree with that. Farmer says in terms of car size they are smaller now, but SUVs and trucks are bigger.

Speaking in favor (this portion of testimony is for all four sign variances 2631 through 2634):

Speropulos says with moving the administrative center they wanted to do a central sign project to make the signs uniform. Nohr says they are uniform now. Speropulos responds that along with the monument signs they are also changing the ones on the buildings. The ones on the building are nonconforming right now; they are eight feet wide by three feet high with two posts and Monument signs cannot be that way per the sign ordinance. They want to update all of the signs and bring them up to code. They are making the parking lot signs mimic the building signs. Nohr asks what the hardship is with the existing signs and why they need to replace them. Speropulos says they are at least 20 years old right now and the only thing they can do is repaint them. He says they struggle with people having problems knowing where they are going when they are parking with the signage they have. He says he deals with a lot of people getting parking tickets and he is hoping that this would help that. Farmer says they are dated and ugly.

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bought the property. Clemence says it might not even help to take the wall down since the sign would be in the 15 feet. Nohr says tearing the wall down could be a compromise of some sort. Speropulos says in most cases they don't have enough grass space and they would have to eliminate parking and the cost of filling that in would be a hardship. Seloover says if these were put outside of the triangle you wouldn't be able to see the sign. Nohr asks what the material will be; and Ulde responds that it will be aluminum at six inches deep. He adds that they are trying to minimize the visibility issues so they made a thin sign; normal ones are 10 inches or greater.

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Farmer says he was thinking that the County should set the standard for everyone, but down inside of the 7th Street people have different expectations in the area because it is in the heart of the congested area. Farmer says the signs may not be relevant because people expect the congestion. Olson says he believes that the signs on Vine and 6th are not as critical because they don't have them there now. He doesn't see why they can't conform and just eat up whatever parking spaces they need. He doesn't think that setting them back farther would deter people from being able to see them. Farmer says that they didn't grant one where they already put the sign in the vision clearance area. It was in the private sector and similar to this one, but it is a little bit different situation in this area.

Nohr wants to clarify what Olson's concern is; he asks if it is safety or appearance that he is concerned about. Olson says it is the safety that he worries about; he deals with a lot of them because he is a landlord. Olson says they don't look both ways and he has seen it often over the years. He again says the City took out parking spaces near his rentals and he says it really makes a difference for visibility when the cars come flying through. Olson says if you try getting out on State Street from the Hive when it is halfway busy it is very difficult. Olson says this is not an economic hardship if they have to give up a space or two to comply. Farmer says he is going back and forth on whether they should set the example, or if they try to treat them as any other applicant.

Nohr gives the opportunity of rebuttal. Speropulos says as far as an economic hardship and safety, it is not like they can find more money for this project. He says it is not only eliminating parking, it may be reconfiguring the parking lot. He says they don't have signs on one lot and they have a lot of problems with other people that shouldn't be parking there; there are issues because that lot has no signs. Nohr asks about the testimony from Olson, that by removing spaces the vision clearance was heightened. Olson states that it was not the County and it was on the street, it was not in parking spaces.

Thielen adds that they don't necessarily have to move the signs back to be in

compliance, they could move them right or left to get out of the vision clearance area; they don't have to go 15 feet back, they can go right or left 15 feet. Farmer says they have a triangle to work with; Thielen says they don't have to go into that parking area.

Motion by Farmer, second by Haefs, to combine number 2631, 2632, 2633, and 2634 into one package. Motion carried.

Farmer: Mr. Chairman, then in terms of the motion to approve, I would address the unique property limitation in that the downtown properties all have some form of unique property limitation especially inside of 7th Street simply because of urban congestion. Each one of these pieces of property are inside of 7th Street and as a rule all have that same issue and it is an issue across every single block in the downtown area. I don't think there's any harm to the public interest; in fact, I think the County should be applauded for taking signs that are extremely dated and are doing nothing to approve downtown and they are replacing them with signs that have some aesthetic appeal. These will be much better than what we have. The unnecessary hardship would be on the public if we had to put the signs where the Code would mandate, the signs basically would be back far enough and in such fashion as to not be readily seen. They would be, in some cases, sitting in the parking lot and that is not what people expect to see. So I would move for approval.

Clemence seconded.

Farmer made an amendment to his motion: assuming the County is in good faith, we request that they be placed as far back as possible in that area as practical and as possible.

Clemence seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

2633

An appeal regarding the requirement to provide a vision clearance triangle in two locations at 201 7th St. N., La Crosse, Wisconsin.

Thielen says that the owner has applied for a permit to place 2 monument signs at this address. There are the same issues here. On an aerial photo he points out the two signs; one is on State and the other is on 7th Street. He says this is the County Administrative Center's parking lot. He says the sign on the north side is close to the WTC greenhouse. Thielen shows a photo of the northeast corner of the parking lot where the sign will be located near an area with a retaining wall. Then he points out the southwest corner where the other sign would go. Clemence asks if the retaining wall is in the vision clearance triangle. Thielen states that is easily more than three feet, but it may have been put in before the code.

Nohr asks Thielen to point out again where the sign will go. Farmer says the wall gives you some idea of how much it might block and the visibility; he adds that it has been there for a while and it was probably legal when they did it. Thielen shows a photo looking at the northeast part of the property and the driveway and retaining wall area; one is from across the street and one is from the other side of the driveway. He shows another set of photos taken from across State Street that show where the sign is going on the southwest side. Thielen then shows photos of the locations with the new signs showing in the proposed spots. Nohr says both of signs are all proposed to be placed near an existing wall that is already in the vision clearance. Thielen says he is not sure as he didn't measure it, but they may be. He says Nohr can confirm that with Speropolis. Clemence asks if they could leave all the current signs as they are. Thielen says if they left them the way they are, they could only repaint or reface the sign; they cannot remove the front and put a new one on, if they did so, they would have to comply with current code. Seloover asks if they have moved the signs already

and Thielen responds that they have not.

Speaking in favor (this portion of testimony is for all four sign variances 2631 through 2634):

Speropulos says with moving the administrative center they wanted to do a central sign project to make the signs uniform. Nohr says they are uniform now. Speropulos responds that along with the monument signs they are also changing the ones on the buildings. The ones on the building are nonconforming right now; they are eight feet wide by three feet high with two posts and Monument signs cannot be that way per the sign ordinance. They want to update all of the signs and bring them up to code. They are making the parking lot signs mimic the building signs. Nohr asks what the hardship is with the existing signs and why they need to replace them. Speropulos says they are at least 20 years old right now and the only thing they can do is repaint them. He says they struggle with people having problems knowing where they are going when they are parking with the signage they have. He says he deals with a lot of people getting parking tickets and he is hoping that this would help that. Farmer says they are dated and ugly.

Nohr asks why they objection to meeting the maximum of 3 feet in height. Speropulos responds that they can't make them that small for readability and if they got a lot of snow, it would be buried. He says that is why they have so much blank area down below for the snow load. Farmer says the snow would be removed though and Speropulos says it would be in the grassy area with the signs. Nohr asks if they have people that take care of the snow in the winter and if the snow goes into that area. Speropulos responds that the staff takes care of the plowing and it would cover a sign because they would stack the snow in parking spaces near where these signs are. Nohr asks if his testimony is if the signs are not of this height, not only would normal snow cover, but plowing of lots might cover the signs. Speropulos says the snow wouldn't cover them because that would be on the parking lot side, but he is more concerned to the traffic along the street and the alleyway and that driver being able to see it and read it fast enough as they are coming in and the bigger the sign can be the easier it is to read.

Nohr says there are number of signs on these properties and he asks if in every case they have existing signs in the areas. Speropulos states that they are the existing signs except for lot E where the stone walls are. Nohr says the stone walls appear to be in the vision clearance; he asks why they have to be there, they could pull down the wall and push the signs back farther. Speropulos says they were there when they bought the property. Clemence says it might not even help to take the wall down since the sign would be in the 15 feet. Nohr says tearing the wall down could be a compromise of some sort. Speropulos says in most cases they don't have enough grass space and they would have to eliminate parking and the cost of filling that in would be a hardship. Seloover says if these were put outside of the triangle you wouldn't be able to see the sign. Nohr asks what the material will be; and Ulde responds that it will be aluminum at six inches deep. He adds that they are trying to minimize the visibility issues so they made a thin sign; normal ones are 10 inches or greater.

Speaking in opposition (this testimony is in regards to all four sign variances 2631-2634):

David E. Olson, 1219 Madison St., is sworn in to speak. Olson says at the end the gentleman hit the nail on the head - they don't want to lose parking spaces. It is not a

hardship because a building is in the way; it is because they don't want to lose parking spaces. He says he can sympathize, but variances for 2633 and 2634 that are near WWTC; those signs on Vine and 7th Street are in high areas of trafficked by kids who aren't as alert as they should be. He thinks that it is a bad idea at those two locations to put the signage up where they can block sight of pedestrians. Olson states that the City took two parking spaces that he owns for vision clearance on 11th and Vine Street in a heavily trafficked area.

Farmer says he was thinking that the County should set the standard for everyone, but down inside of the 7th Street people have different expectations in the area because it is in the heart of the congested area. Farmer says the signs may not be relevant because people expect the congestion. Olson says he believes that the signs on Vine and 6th are not as critical because they don't have them there now. He doesn't see why they can't conform and just eat up whatever parking spaces they need. He doesn't think that setting them back farther would deter people from being able to see them. Farmer says that they didn't grant one where they already put the sign in the vision clearance area. It was in the private sector and similar to this one, but it is a little bit different situation in this area.

Nohr wants to clarify what Olson's concern is; he asks if it is safety or appearance that he is concerned about. Olson says it is the safety that he worries about; he deals with a lot of them because he is a landlord. Olson says they don't look both ways and he has seen it often over the years. He again says the City took out parking spaces near his rentals and he says it really makes a difference for visibility when the cars come flying through. Olson says if you try getting out on State Street from the Hive when it is halfway busy it is very difficult. Olson says this is not an economic hardship if they have to give up a space or two to comply. Farmer says he is going back and forth on whether they should set the example, or if they try to treat them as any other applicant.

Nohr gives the opportunity of rebuttal. Speropulos says as far as an economic hardship and safety, it is not like they can find more money for this project. He says it is not only eliminating parking, it may be reconfiguring the parking lot. He says they don't have signs on one lot and they have a lot of problems with other people that shouldn't be parking there; there are issues because that lot has no signs. Nohr asks about the testimony from Olson, that by removing spaces the vision clearance was heightened. Olson states that it was not the County and it was on the street, it was not in parking spaces.

Thielen adds that they don't necessarily have to move the signs back to be in compliance, they could move them right or left to get out of the vision clearance area; they don't have to go 15 feet back, they can go right or left 15 feet. Farmer says they have a triangle to work with; Thielen says they don't have to go into that parking area.

Motion by Farmer, second by Haefs, to combine number 2631, 2632, 2633, and 2634 into one package. Motion carried.

Farmer: Mr. Chairman, then in terms of the motion to approve, I would address the unique property limitation in that the downtown properties all have some form of unique property limitation especially inside of 7th Street simply because of urban congestion. Each one of these pieces of property are inside of 7th Street and as a rule all have that same issue and it is an issue across every single block in the downtown area. I don't think there's any harm to the public interest; in fact, I think the County should be applauded for taking signs that are extremely dated and are doing nothing to approve downtown and they are replacing them with signs that have some aesthetic appeal. These will be much better than what we have. The unnecessary hardship would be on the

public if we had to put the signs where the Code would mandate, the signs basically would be back far enough and in such fashion as to not be readily seen. They would be, in some cases, sitting in the parking lot and that is not what people expect to see. So I would move for approval.

Clemence seconded.

Farmer made an amendment to his motion: assuming the County is in good faith, we request that they be placed as far back as possible in that area as practical and as possible.

Clemence seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

2634

An appeal regarding the requirement to provide a vision clearance triangle at 230 7th St. N., La Crosse, Wisconsin.

Thielen says this one is a little different because it leads to an alley, not to a public street corner. He shows an aerial view of the lot and points out that it is County Lot F. He shows where the sign will go and he points out the alley. He shows pictures of the existing sign from the back and from the front. He says he took the photos from the sidewalk and there is a tree on the corner. Farmer asks about the variance required from the alley. Thielen says it is the same; any time you go onto a public way, it is 15 feet. Clemence asks if a parking space is in the vision clearance; Thielen says there's a bunch of stuff in the corner vision clearance triangle there. Nohr confirms that there is just one sign on this lot.

Speaking in favor (this portion of testimony is for all four sign variances 2631 through 2634):

Speropulos says with moving the administrative center they wanted to do a central sign project to make the signs uniform. Nohr says they are uniform now. Speropulos responds that along with the monument signs they are also changing the ones on the buildings. The ones on the building are nonconforming right now; they are eight feet wide by three feet high with two posts and Monument signs cannot be that way per the sign ordinance. They want to update all of the signs and bring them up to code. They are making the parking lot signs mimic the building signs. Nohr asks what the hardship is with the existing signs and why they need to replace them. Speropulos says they are at least 20 years old right now and the only thing they can do is repaint them. He says they struggle with people having problems knowing where they are going when they are parking with the signage they have. He says he deals with a lot of people getting parking tickets and he is hoping that this would help that. Farmer says they are dated and ugly.

Nohr asks why they objection to meeting the maximum of 3 feet in height. Speropulos responds that they can't make them that small for readability and if they got a lot of snow, it would be buried. He says that is why they have so much blank area down below for the snow load. Farmer says the snow would be removed though and Speropulos says it would be in the grassy area with the signs. Nohr asks if they have people that take care of the snow in the winter and if the snow goes into that area. Speropulos responds that the staff takes care of the plowing and it would cover a sign because they would stack the snow in parking spaces near where these signs are. Nohr asks if his testimony is if the signs are not of this height, not only would normal snow cover, but plowing of lots might cover the signs. Speropulos says the snow wouldn't cover them because that would be on the parking lot side, but he is more concerned to the traffic along the street and the alleyway and that driver being able to

see it and read it fast enough as they are coming in and the bigger the sign can be the easier it is to read.

Nohr says there are number of signs on these properties and he asks if in every case they have existing signs in the areas. Speropulos states that they are the existing signs except for lot E where the stone walls are. Nohr says the stone walls appear to be in the vision clearance; he asks why they have to be there, they could pull down the wall and push the signs back farther. Speropulos says they were there when they bought the property. Clemence says it might not even help to take the wall down since the sign would be in the 15 feet. Nohr says tearing the wall down could be a compromise of some sort. Speropulos says in most cases they don't have enough grass space and they would have to eliminate parking and the cost of filling that in would be a hardship. Seloover says if these were put outside of the triangle you wouldn't be able to see the sign. Nohr asks what the material will be; and Ulde responds that it will be aluminum at six inches deep. He adds that they are trying to minimize the visibility issues so they made a thin sign; normal ones are 10 inches or greater.

Speaking in opposition (this testimony is in regards to all four sign variances 2631-2634):

David E. Olson, 1219 Madison St., is sworn in to speak. Olson says at the end the gentleman hit the nail on the head - they don't want to lose parking spaces. It is not a hardship because a building is in the way; it is because they don't want to lose parking spaces. He says he can sympathize, but variances for 2633 and 2634 that are near WWTC; those signs on Vine and 7th Street are in high areas of trafficked by kids who aren't as alert as they should be. He thinks that it is a bad idea at those two locations to put the signage up where they can block sight of pedestrians. Olson states that the City took two parking spaces that he owns for vision clearance on 11th and Vine Street in a heavily trafficked area.

Farmer says he was thinking that the County should set the standard for everyone, but down inside of the 7th Street people have different expectations in the area because it is in the heart of the congested area. Farmer says the signs may not be relevant because people expect the congestion. Olson says he believes that the signs on Vine and 6th are not as critical because they don't have them there now. He doesn't see why they can't conform and just eat up whatever parking spaces they need. He doesn't think that setting them back farther would deter people from being able to see them. Farmer says that they didn't grant one where the already put the sign in the vision clearance area. It was in the private sector and similar to this one, but it is a little bit different situation in this area.

Nohr wants to clarify what Olson's concern is; he asks if it is safety or appearance that he is concerned about. Olson says it is the safety that he worries about; he deals with a lot of them because he is a landlord. Olson says they don't look both ways and he has seen it often over the years. He again says the City took out parking spaces near his rentals and he says it really makes a difference for visibility when the cars come flying through. Olson says if you try getting out on State Street from the Hive when it is halfway busy it is very difficult. Olson says this is not an economic hardship if they have to give up a space or two to comply. Farmer says he is going back and forth on whether they should set the example, or if they try to treat them as any other applicant.

Nohr gives the opportunity of rebuttal. Speropulos says as far as an economic hardship and safety, it is not like they can find more money for this project. He says it

is not only eliminating parking, it may be reconfiguring the parking lot. He says they don't have signs on one lot and they have a lot of problems with other people that shouldn't be parking there; there are issues because that lot has no signs. Nohr asks about the testimony from Olson, that by removing spaces the vision clearance was heightened. Olson states that it was not the County and it was on the street, it was not in parking spaces.

Thielen adds that they don't necessarily have to move the signs back to be in compliance, they could move them right or left to get out of the vision clearance area; they don't have to go 15 feet back, they can go right or left 15 feet. Farmer says they have a triangle to work with; Thielen says they don't have to go into that parking area.

Motion by Farmer, second by Haefs, to combine number 2631, 2632, 2633, and 2634 into one package. Motion carried.

Farmer: Mr. Chairman, then in terms of the motion to approve, I would address the unique property limitation in that the downtown properties all have some form of unique property limitation especially inside of 7th Street simply because of urban congestion. Each one of these pieces of property are inside of 7th Street and as a rule all have that same issue and it is an issue across every single block in the downtown area. I don't think there's any harm to the public interest; in fact, I think the County should be applauded for taking signs that are extremely dated and are doing nothing to approve downtown and they are replacing them with signs that have some aesthetic appeal. These will be much better than what we have. The unnecessary hardship would be on the public if we had to put the signs where the Code would mandate, the signs basically would be back far enough and in such fashion as to not be readily seen. They would be, in some cases, sitting in the parking lot and that is not what people expect to see. So I would move for approval.

Clemence seconded.

Farmer made an amendment to his motion: assuming the County is in good faith, we request that they be placed as far back as possible in that area as practical and as possible.

Clemence seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

2635

An appeal regarding the requirement to provide a 5 foot side yard setback at 1218 6th St. S., La Crosse, Wisconsin.

Thielen states that the owner has applied for a permit to construct a new single family home at this address. Per Municipal Code Section 115-143(c)(3)(b) on any lot having a width of less than 44 feet, and of record on August 27, 1938, the width of no side yard shall be less than that heretofore prescribed less one-fourth foot for each foot said lot is less than 44 feet in width, provided further, however, that no side yard shall be less than four feet in width in any case. So basically if you have a lot that is less than 44 feet wide, you get three inches per foot less than the side yard requirement, so you get a reduced side yard. Thielen explains further by saying if you have a 30 foot wide lot, you would have to have a minimum of a four foot setback. The owner proposes a three foot side yard setback. For the project to proceed as proposed, a variance of two feet to the required five foot side yard setback will be required. Farmer confirms that 5 feet is what you get if you do the math on this lot size.

Thielen shows a plot plan and points out that there are burial grounds on the parcel; it is in the Sanford District. Farmer says that means he can't build there; Thielen agrees. Thielen says the owner is proposing to move the house closer to the other property line

to not disturb the burial site. Clemence asks if there are remains there. Thielen says he believes so and the Board should ask the owner to confirm. Thielen shows an aerial view of the parcel and states that the house in the picture is gone now. He believes the house was dilapidated and the parcel was then bought by the City, who tore the house down and then sold the lot. He shows a picture of the lot as it is now with the old house gone. Farmer asks if the tree in the back of the photo is the lot line; Thielen says it may be as far as he can tell. Farmer asks how far the neighboring house is from the lot line and Thielen says it is about 16 feet the way it looks and that is the side he is going to encroach on; he adds that the property owner will have more knowledge.

Speaking in favor:

Shawn Ward, W7190 Heram Rd, Holmen, is sworn in to speak. Ward says he measured it at approximately 20 feet from the property line to the neighbor's house. He says he was urged by Dawn Reinhart from the City and Wendy from the archaeologist society to try to create a buffer around the site; they can scrape the bones basically. Ward says there are three burial sites there and the archaeologist went in and swiped the whole lot and took the artifacts, but left the remains. In order to purchase the property he had to come to the City who agreed on a plan from the community development program. He states that he built the same style house on 5th Street. What they have done is cantilevered the foundation over the remains to get them a livable house.

Ward says he was urged to have a buffer from the bones and since the neighbor's house is further away it makes sense. Farmer asks Ward if this will be a period type house, since he has built these before. Ward responds that it will look similar to the neighboring house. Farmer asks if it will be for sale and Ward responds that it will. Clemence asks if the neighboring house is a rental. Ward says it is owner occupied and he spoke the son but not the owner. Clemence asks if they know what he is planning and Farmer and Nohr both say they were notified. Farmer points out that they are at the meeting. Ward says the previous house he built on 11th was closer to the neighboring house, but they were still at a six feet setback, but they are even closer on this one because of the hardship.

Seloover confirms that the width of the lot is 40 feet and Ward responds that she is correct; on the survey it almost appears on the left side it was maybe part of the lot, but he is not sure. Nohr asks if this is City project and Ward responds that it is not, he owns it, but the City has to agree on the design and that has been done. Ward says now that the burial plots are there the City feels more comfortable if they shift it. Farmer asks if the City would okay it if the Board says no; Ward says they would possibly be okay, but even a foot would help them, but he would like two more feet so three total feet is what they need.

Anthony Frick, 1212 6th St. S., is sworn in to speak. Frick says the previous house was right up to the property line already, so he doesn't have a problem with the house being closer since he has plenty of yard. Farmer asks how long he has been there and Frick responds that he has lived there 29 years. Frick says the other house was at the edge of the dirt it and the overhang was actually into their yard. Frick says it will be nice to see a new house there.

Speaking in opposition: None

Farmer: The property, Mr. Chairman, has the most unique property limitation I've ever heard. You are not going to beat the burial grounds; that one is a first, and then the lot size. Because of the cooperation of the neighbor it isn't quite

the issue. From the neighbor's standpoint, this house will be less close than the previous one was, so the encroachment on the lot line is going to be less. There is no harm to the public interest, and indeed, vacant lots are a harm to the public interest and the more you have of them the worse it is. This would be in the public interest. Obviously the unnecessary hardship is if we don't grant this I suppose you could only build a garage or a storage utility building or something like that which wouldn't be good for the neighbors. This is a classic case of why we are here, so I move for approval. Clemence seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

2636

An appeal regarding to allow barbed wire on top of an 8 foot high fence that was already constructed at 2000 Marco Dr., La Crosse, Wisconsin.

Thielen says the owner has proposed to erect a fence at this address. Municipal code section 115-398 (e) prohibits barbed wire on a fence of a height of less than ten feet. The owner proposes a fence height of eight feet. For this project to proceed as proposed, a variance to allow barbed wire on a fence height lower than ten feet will need to be granted. Thielen shows an aerial view of the property and points out the site on Isle La Plume. He shows a plan of the fencing and points out that the 8-foot fence is the red line; Nohr asks what the blue line is and Thielen says he thinks it is the whole fenced-in area, but the Board should ask the City representative. Thielen says it might be the existing fenced area and the red is the barbed wire area.

The next picture is a photo of the fence without the barbed wire on top of it; there is some existing barbed wire-topped fence there that was put in prior to the fence code. He says the new fence has to follow the current regulation. Nohr and Clemence ask if the new fence is already there; Thielen responds that the perpendicular one that is there is the one that needs the barbed wire but the barbed wire is not there yet. Thielen says that picture was taken yesterday or the day before; there is no barbed wire on the new fence now. The existing fence has barbed wire; the new doesn't have barbed wire. The new fence was put in without a permit and they came in after the fact and requested the barbed wire.

Speaking in favor:

James Flottmeyer, 400 La Crosse Street, is sworn in to speak. He says they put the 8 foot fence in. He says they started an immobilization program back in November 2018 and they needed a secured area to put vehicles when they pulled them off the street. He points out in the photo that there are impound vehicles there now; they wanted to divide the lot between seized and evidence vehicles. Flottmeyer says the public has access to the impound side when they come and get their vehicles out of impound and they wanted to put the fence with barbed wire in to separate and secure the evidence. The fence makes it more secure, but the barbed wire would make it even more difficult to hop the fence.

Nohr confirms that the other side has the evidence; Flottmeyer points out the building that is the bike barn, the existing fence that circles the whole property, and the new fence in the middle that separates the sides. He says they have the fence there now, but they need the variance to have the barbed wire on it; they are trying to keep people out. Farmer confirms that they don't want people to play with the evidence. Flottmeyer says sometimes the vehicles are there for years because they have to wait until the court case is done before they can get rid of them. Flottmeyer says they are trying to

tighten down and split the sections. He adds that there is barbed wire around the entire compound now. Seloover asks if it is 8 feet with barbed wire and Flottmeyer says she is correct and that it was there before the fence ordinance.

Nohr asks why they need barbed wire on the inner fencing if they already have barbed wire around all of the outer fencing; Flottmeyer says the public has access to impound lot upon occasion, but they don't want them crossing into the other portion where the evidence is kept. Flottmeyer says there is a fence there, but no gate yet or barbed wire; over time, they have realized they need it. Nohr asks if they have had problems and Flottmeyer responds that they haven't had problems yet, but they don't know they don't know if they will in the future since they don't deal with the most savory of individuals. Nohr confirms that they are trying to avoid problems. Flottmeyer reiterates that they have made it harder to get in but they want to secure it even more so they separate the two areas. Farmer says chain of custody is important; Flottmeyer agrees.

Speaking in opposition: None

Farmer: Mr. Chairman the property limitation here is it is in basically an industrial area. And that barbed wire on top of the fence would not be a surprise to anybody. The problem with the fence ordinance is that it covers the City from the river to the bluffs and it is not the same down in this area that used to be the landfill. And so that is not only the unique property limitation in this case, but it is in a sense why we would grant the variance. The public interest here is served in that they are trying to secure evidence before it becomes an issue rather than after someone has gone in there and planted something and compromised the legal case. So the public interest is very much served. The unnecessary hardship would be if they don't have this they'd have to find some other location and this is the perfect spot for an evidentiary lot; it is on the edge of the City, it is patrolled, and to put it somewhere else would not make sense. So I would move for approval.

Clemence seconded.

The motion carried by the following vote:

Yes: 5 - Clemence, Nohr, Farmer, Haefs, Seloover

Adjournment

Motion by Haefs, second by Nohr to adjourn at 9:01 p.m. Motion carried.