

VARIANCE FEES

MGO \$50.00
COMM \$490.00
Priority - Double above

PETITION FOR VARIANCE APPLICATION

City of Madison
Neighborhood Preservation
& Inspection Division
215 Martin Luther King Jr. Blvd.
Madison, WI 53703
(608) 266-4568

Amount Paid 490 8/3/09 FMR

Name of Owner <u>Jacobsen Apartments LLC</u> <u>WILLIAM & MARILYN JACOBSEN</u>	Project Description <u>Change of parking lot layout.</u>	Agent, architect, or engineering firm
Company (if applies)		No. & Street
No. & Street <u>313 Price Place #114</u>	Tenant name (if any)	City, State, Zip Code
City, State, Zip Code <u>Madison, WI 53705</u>	Building Address <u>511 W. MAIN ST.</u>	Phone
Phone <u>608 238-1507</u>	<u>MADISON, WI 53703</u>	Name of Contact Person

1. The rule being petitioned reads as follows: (Cite the specific rule number and language. Also, indicate the nonconforming conditions for your project.)
IBC 1106.1 WHERE PARKING IS PROVIDED AT LEAST ONE STALL SHALL BE AN ACCESSIBLE STALL COMPLYING WITH ANSI A17.1

Please see Attachment #1

2. The rule being petitioned cannot be entirely satisfied because:

Please see attachment #2

3. The following alternatives and supporting information are proposed as a means of providing an equivalent degree of health, safety, and welfare as addressed by the rule:

Please see attachment #3 including modified lease

Note: Please attach any pictures, plans, or required position statements.

VERIFICATION BY OWNER – PETITION IS VALID ONLY IF NOTARIZED AND ACCOMPANIED BY A REVIEW FEE AND ANY REQUIRED POSITION STATEMENTS.

Note: Petitioner must be the owner of the building. Tenants, agents, contractors, attorneys, etc. may not sign the petition unless a Power of Attorney is submitted with the Petition for Variance Application.

WILLIAM JACOBSEN, MARILYN JACOBSEN being duly sworn, I state as petitioner that I have read the foregoing petition, that I believe it to be true, and I have significant ownership rights in the subject building or project.

Print name of owner

Signature of owner <u>William Jacobsen Marilyn Jacobsen</u>	Subscribed and sworn to before me this date: <u>8-3-2009</u>
Notary public <u>Shari A. Coon</u>	My commission expires: <u>12-6-09</u>

NOTE: ONLY VARIANCES TO COMM CODES ARE REQUIRED TO BE NOTARIZED.

APPLICATION INSTRUCTIONS

1. Fill in the owner's information section. It is important to have a complete address and phone number for communication between the applicant and the department.
2. Fill in the project description box. Explain what the building project is. (Basement alteration, second floor alteration, two-story addition, etc.)
3. If there is an agent working for the owner and the agent is a better contact for information regarding the variance, fill in the agent information area.
4. Answer the three questions.
 1. State the code and section number with a summary of what the code says. Also, indicate what the nonconforming conditions for the project are. (example: COMM 21.04 minimum stair width is 36 inches. We will have 34 inches of stair width.)
 2. State why the rule cannot be satisfied. (example: not structurally feasible)
 3. State what will be done to provide an equivalency to the code. These items should be things that relate to the item the variance is being sought for and exceed code requirements.
5. Print the Owner's name on the line indicating to do so.
6. The owner of the property is required to sign where indicated. If the project is for a one or two family home the form is not required to be notarized. If the project is for a commercial building the form is required to be notarized.

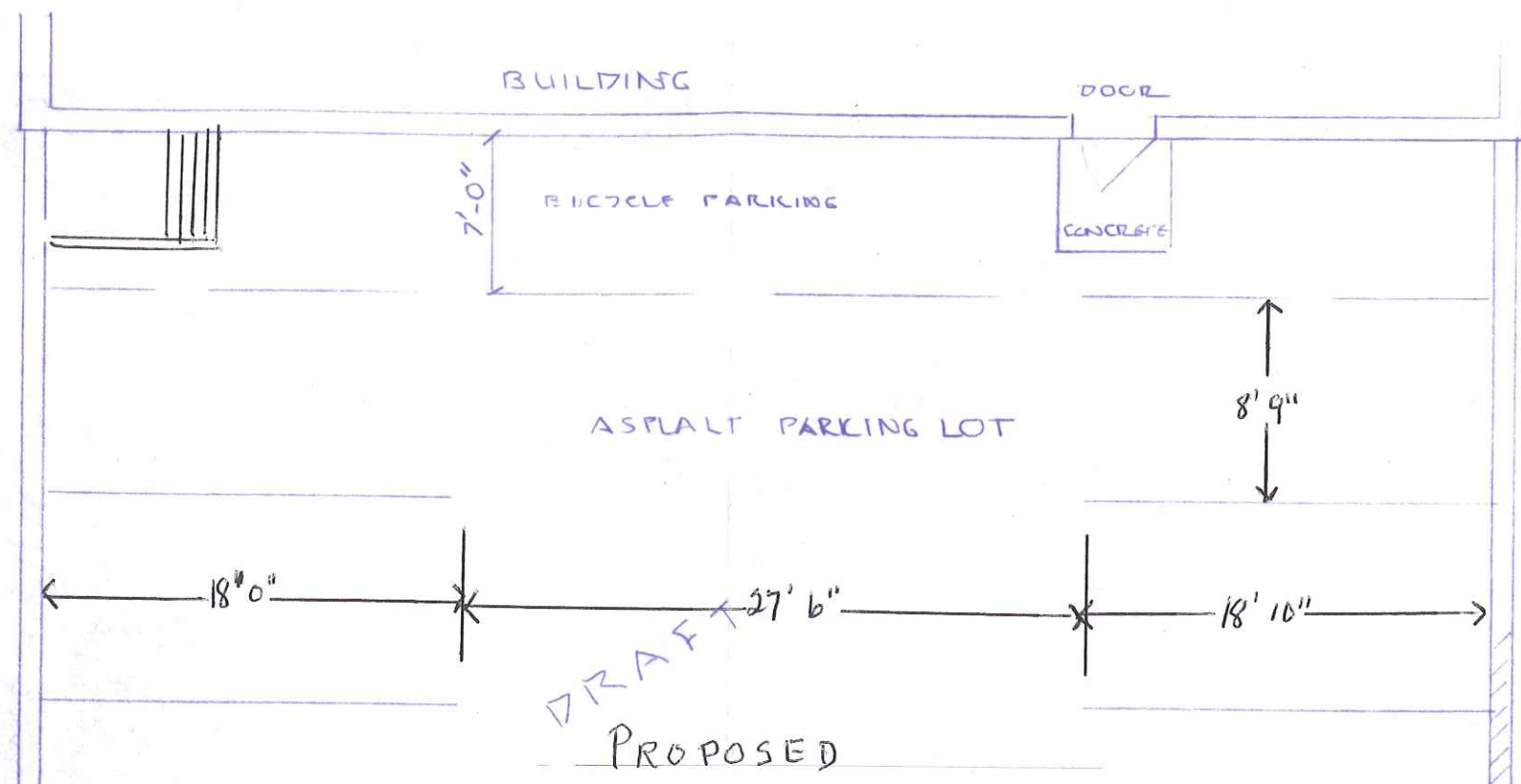
Variance Procedure

1. Fill out the variance form.
2. If the variance is for a commercial building and is not for an accessibility code contact the fire department so they can fill out a fire department position statement.
3. Submit the application and fee to the building inspection department. Also, where applicable, submit the fire department position statement.
4. A field inspector may visit the site to verify existing conditions and the completeness of the application.
5. If there have previously been at least 5 variances for the same item approved, the variance may be approved on precedence. In this case the applicant will not have to attend a meeting of the building board and will be notified by letter that the variance is approved. The letter will be sent within 7 days after the scheduled meeting.
6. In all other cases the variance will be presented to the building board at a monthly meeting. 7 days before the meeting the supervisor will review the variance for approval to be put on the agenda. 5 days before the meeting the secretary will mail out the agenda to the Appeals Board members and to the applicants.
7. When a variance is heard by the board the applicant or agent must attend the meeting to answer questions.
8. The meeting minutes will be mailed within 7 days after the meeting.

APARTMENT BUILDING
511 W. MAIN ST
MADISON, WI

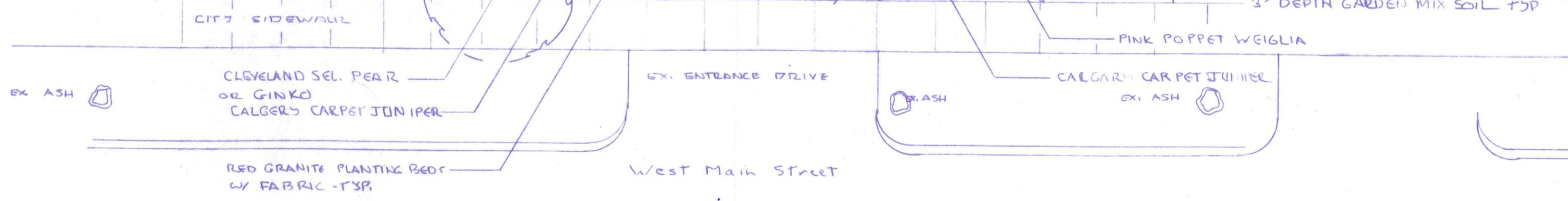
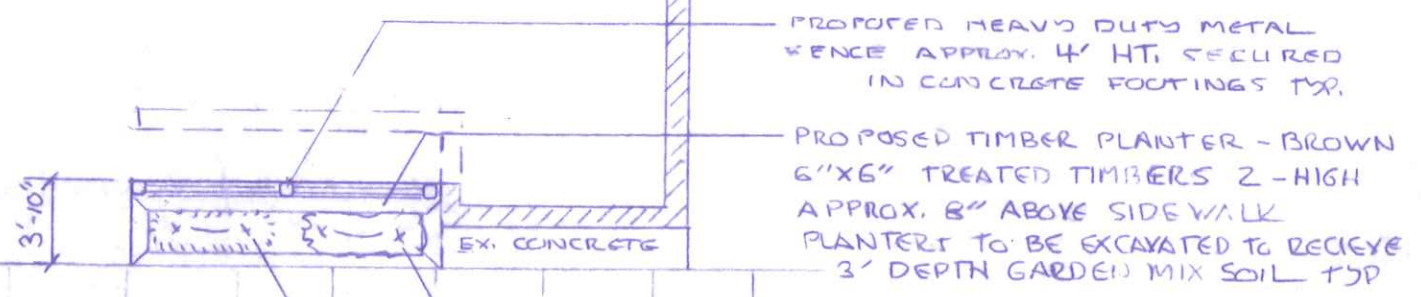
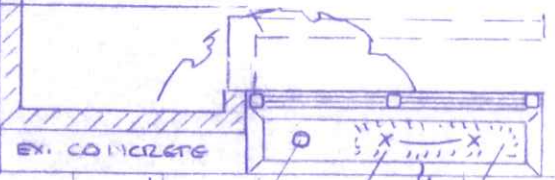
ZDA Inc.
4797 CAPITAL VIEW RD
MIDDLETON, WI.
DWN. BY STEVEN G. ZIGLER
R. L.A. 7-27-09

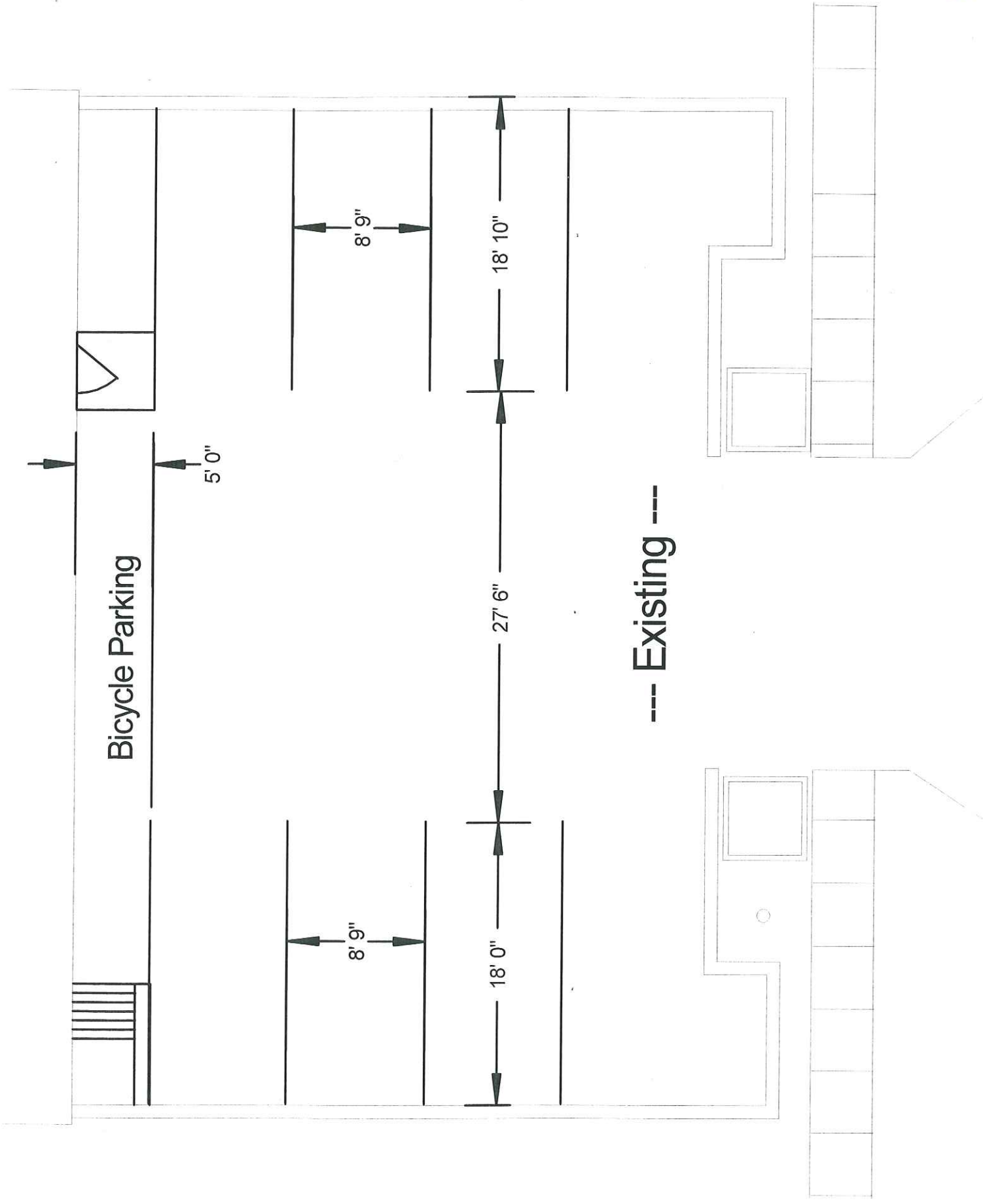
Scale 1" = 8'-0"
BUILDING & LOT DIM. BY OTHERS



EX. CONCRETE
BRICK WALL TO REMAIN TYP

EX. CONCRETE & BRICK WALL
TO BE REMOVED TYP





Bicycle Parking

5'0"

8'9"

18'10"

27'6"

18'0"

8'9"

--- Existing ---

ATTACHMENT 1 – PROJECT OVERVIEW

Request

We are requesting a variance of the handicapped parking design standards to enable us to make the following minor modifications to the present parking lot plan:

1. Move sections of the front walls adjacent to the driveway approach forward by two feet.
2. Re-stripe the parking stalls with the same dimensions but shift them all two feet closer to the street in the space freed up by the wall modification.

We request a variance for both the handicapped and accessible parking requirement. This will enable us to rent both spaces to non-handicapped tenants, if these spaces are not needed by a physically handicapped tenant, who requires off-street parking.

Introduction

We are not required to do any modification of the present parking design. We want to make these changes to improve the property because we take pride in our building and want to maintain it as a continued valued asset to us and to the city of Madison. Please be aware that we can not move forward with this parking lot improvement without the requested variance.

Background

511 W. Main is 19 unit apartment building built by the present owner under zero lot line zoning in 1973. The apartment building is not handicapped accessible. There is no public parking; parking is by leased assigned parking. Per the zoning code at that time, car parking for 8 cars was placed in the front of the building with a brick fence surrounding the parking lot. Initially no provision was made for bicycle parking in the parking lot plan. During construction, the initial wall plan for the parking lot was modified to provide a space to hide trash cans.

The purpose of these proposed modifications are as follows:

1. Increase pedestrian and car safety
2. Provide a safer and more functional space for bicycle parking
3. Eliminate wasted space and isolated areas that are difficult for tenants to visually inspect. This is a safety issue for tenants especially at night.

Anticipated benefits

1. The present depth for bicycle parking area is 5 ft. The proposed change in the striping will provide a depth of 7 ft for bicycle parking to enhance safety, ease of use and opportunity for adding to the number of bike parking spaces if needed.
2. In 1973 the parking spaces were started at the building immediately adjacent to the front stoop. A car in that space must park right next to the stoop and extends part way across the front of the stoop. This has resulted in reduced visibility of the front entrance and decreased maneuverability in parking. The proposed re-striping will correct this problem.
3. The present walls adjacent to the driveway approach are approximately 4 ft high. The proposed new fencing will conform to the present coding requirements to provide for safe visibility for cars entering the street.
4. The spaces initially provided for hiding trash cans can no longer function as designed as city has changed its required trash and recycle containers and they do not fit into these spaces.

ATTACHMENT 2 – NEED FOR PETITION

The eight parking spaces on the property are rented to tenants of the building. There is no public parking on the property. The requirement to maintain an 8' handicap parking space and another 8' access space can not be entirely satisfied for the following reasons:

1. About 50 to 60% of our tenants have cars and many of them require off street parking as a condition of renting an apartment. As a result, the parking lot has historically been 100% full.
2. When the building was constructed, there were no requirements for handicapped accessibility. The building is not equipped with an elevator. The building layout requires tenants to use stairways to access the apartments, emergency exits, lower level laundry, storage room and trash room.
3. In our 36 years of owning the building, we have not had a rental applicant with significant physical disabilities that requested a handicapped parking stall. We believe that the lack of applicants is due to the layout of the building.
4. Without the parking variance, 25% of the parking spaces would be set aside for handicapped parking and access. Based on our rental history, there does appear to be a need to provide these spaces.
5. We provide good, affordable downtown housing. Our business would lose income from unused parking spaces. The loss would reduce the profitability of the business and put pressure on us to increase our rental rates.
6. We understand that similar variance have been approved for handicapped parking spaces. We believe it is not necessary to maintain an open handicapped access area if the handicapped parking space is not being used.

ATTACHMENT 3 - ALTERNATIVE

We propose the following alternative to Rule 1 BC 1106.1:

Both the handicapped parking space and access area will be offered for rent to a handicapped tenant of 511 W. Main St. who requires off-street parking.

If the handicapped parking and access space are not required by a handicapped tenant of 511 W. Main St., they will be rented to other tenants requesting off-street parking. In this case, the tenants will be required to sign an addendum to their parking lease containing the following terms:

"Rental of the parking space will be terminated if the parking space is required for the use of a tenant with physical disabilities, who requests off-street parking. The owner will provide 24 hour notice prior to termination of the rental agreement. Any pre-paid parking rent will be refunded."



LEASE AGREEMENT

WE SUBSCRIBE TO ALL FEDERAL, STATE & LOCAL FAIR HOUSING LAWS



This is a non-renewable lease and this Agreement for the lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions:

TENANTS: _____ and no others.

LANDLORD: _____

Address: _____

Phone #: _____

AGENT (Maintenance): _____

Address: _____

Phone #: _____

AGENT (Collection of Rent): _____

Address: _____

Phone #: _____

AGENT (Service of Process): _____

Address: _____

Phone #: _____

PREMISES

The undersigned hereby agrees to rent apartment _____ (unit number) located at (street address, city, state, zip) _____

Lease Term: _____ First Day of Term: _____

Last Day of Term: _____. This agreement is only for the stated term and is not automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

RENT

Rent Amount \$ _____

Pet Fee \$ _____

Parking Fee \$ _____ *See special conditions

Other Fee \$ _____

Other Fee \$ _____ (explanation) _____

TOTAL DUE \$ _____ per _____ due on or before the _____ day of each _____. Rent checks shall be made payable to (Landlord) (Landlord's Agent) [~~STRIKE ONE~~] and mailed or delivered to the (Landlord) (Landlord's Agent) [~~STRIKE ONE~~]. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Trash
Included In Rent					
Separately Metered					
Cost Allocation*					

*See Special Conditions

SECURITY DEPOSIT

Upon execution of this Agreement, Tenant(s) agree(s) to pay a security deposit in the amount of \$ _____ to be held by _____. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after the Tenant vacates the Premises. Tenant is responsible for giving Landlord his/her new address. Surrender of the Premises shall occur on the last day of the term provided in this Lease Agreement, subject to the exceptions described in Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

SPECIAL CONDITIONS

Special Conditions: _____

Rental of the parking space will be terminated if the parking space is required for the use of a tenant with physically disabilities, who requests off-street parking. The owner will provide 24 hour notice prior to termination of the rental agreement. Any pre-paid parking rent will be refunded."

As of the _____ day of _____, 200 __, tenant(s) will earn a rent credit in the amount of \$ _____ for this lease term. If not credited to the last month's rent or otherwise distributed to the tenant prior to the termination of the tenancy, the rent credit shall be paid to the tenant or accounted for in writing in the same manner as the security deposit.





511 N. MAIN ST.