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REGULAR MEETING - ZONING BOARD OF APPEALS
CITY OF NOVI
Tuesday, February 11, 2014

Proceedings taken in the matter of the ZONING BOARD OF APPEALS, at City of Novi, 45175 West Ten Mile Road, Novi, Michigan, on Tuesday, February 11, 2014

BOARD MEMBERS

Linda Krieger, Chairperson

Mav Sanghvi

David Ghannam

Rickie Ibe

Brent Ferrell

Cynthia Gronachan

James Gerbluck

ALSO PRESENT: Thomas Walsh, Building Official

Beth Saarela, City Attorney

Coordinator: Angela Pawlowski, Recording Secretary

REPORTED BY: Jennifer L. Wall, Certified Shorthand Reporter

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Novi, Michigan.
Tuesday, January 14, 2014
7:00 p.m.

** ** *

CHAIRPERSON KRIEGER: Good evening and welcome to the Novi Zoning Board of Appeals for February 11th, 2014.

And if we could rise and say the Pledge with Member Gerbluck leading. Thank you.

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(Pledge recited.)

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CHAIRPERSON KRIEGER: Ms. Pawlowski, will you call the roll.
MS. PAWLOWSKI: Member Ferrell?
MR. FERRELL: Here.
MS. PAWLOWSKI: Member Gerbllick?
MR. GERBLICK: Here.
MS. PAWLOWSKI: Member Gronachan?
MS. GRONACHAN: Here.
MS. PAWLOWSKI: Member Ibe?
MR. IBE: Present.
MS. PAWLOWSKI: Chairperson Krieger?
CHAIRPERSON KRIEGER: Present.
MS. PAWLOWSKI: Member Sanghvi?

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MR. SANGHVI: Here.
CHAIRPERSON KRIEGER: This is a public hearing, and if there is any information like we have it printed in back for the agenda, and the rules of conduct, so that phones are off or on quiet.
And the next thing would be the approval of the agenda, unless there is any changes.
MS. PAWLOWSKI: No.
CHAIRPERSON KRIEGER: So I move to approve the agenda?
MR. SANGHVI: So moved.
MR. IBE: Second.
CHAIRPERSON KRIEGER: We have a motion and a second. All in favor say aye.
THE BOARD: Aye.
CHAIRPERSON KRIEGER: Any opposed?
(No audible responses.)
CHAIRPERSON KRIEGER: Seeing none, we have an agenda.
And we move onto the minutes. We have the November 19th the December 10th minutes. So for the November 19th, any

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changes?
MR. SANGHVI: Like to make a correction on page 31, line ten, where it says (inaudible).
THE REPORTER: I can't hear you.
MR. SANGHVI: Can you hear me now? What we need to change, after the internal flow of traffic and proper identification of service area. That was the part that was inaudible. Thank you.
CHAIRPERSON KRIEGER: Any other changes?
(No audible responses.)
CHAIRPERSON KRIEGER: Seeing none, a motion to approve for November 19.
MR. SANGHVI: I make a motion to approve the minutes as amended.
MR. IBE: Second.
CHAIRPERSON KRIEGER: Have a motion and a second, all in favor say aye.
THE BOARD: Aye.

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CHAIRPERSON KRIEGER: Any
opposed?
(No audible responses.)
CHAIRPERSON KRIEGER: Seeing

1 none, we have the minutes from November 19th,
2 2013.
3 Now we go to December 10, 2013.
4 Any changes?

5 (No audible responses.)
6 CHAIRPERSON KRIEGER: Seeing
7 none, do we have a motion?
8 MR. SANGHVI: Make a motion to
9 approve the minutes of December 2013.
10 MR. IBE: Second.
11 CHAIRPERSON KRIEGER: We have a
12 motion and a second, all in favor say aye.
13 THE BOARD: Aye.
14 CHAIRPERSON KRIEGER: Any

15 opposed?
16 (No audible responses.)
17 CHAIRPERSON KRIEGER: Seeing
18 none, we have approval of the December 10th
19 meeting.

20 I open it up to public remarks.
21 If anyone has anything for us, other than
22 what our schedule is on the agenda, if they
23 could come up to the podium.
24 Seeing none at this time, we will
25 close the public remarks and move onto our

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1 first case, which is Applebee's restaurant,
2 Case No. PZ13-0060, on 47900 Grand River.
3 Good evening.
4 MR. QUINN: Members, my name is
5 Matthew Quinn.
6 I'm here on behalf of Applebee's
7 this evening.
8 With me is Mark Schostack, one of
9 the owners of the Applebee's throughout
10 Michigan. Like him to be sworn in, he will
11 have a comment first, then I will present the
12 case.

13 MR. GERBLICK: Sir, if you could
14 raise your right hand.
15 In Case No. PZ13-0060, do you
16 swear to tell the truth?
17 MR. SCHOSTACK: Yes.
18 MR. GERBLICK: Thank you.
19 MR. SCHOSTACK: Thank you for
20 having us tonight. My name is
21 Mark Schostack. Our family business,
22 Schostack Brothers and Company, has been
23 doing business in southeastern Michigan for
24 many years.

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25 Recently our family purchased the
1 Applebee's restaurant in Novi in September
2 2012. We have been operating the restaurant
3 for over a year now. And we are very
4 interested in reinvesting in the restaurant.
5 And we have a renovation planned for the
6 restaurant. The restaurant historically has

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not performed well.

We've had some struggles with identity and visibility at the restaurant and plans are to renovate the restaurant and get more engaged with the community here in Novi as well because we are a local family business.

And part of our business philosophy is to get ourselves more engaged in the local community.

This restaurant previously was owned by a large corporation. Like I mentioned earlier, we purchased the restaurant from them and so we are very anxious to improve the business at our Novi Applebee's and we are here today seeking several variances for signage, and we would certainly appreciate your consideration for that request. Thank you.

MR. QUINN: Yes, as was stated, what is proposed here is really part of a rebranding, and in a minute I will present to you a letter from a Applebee's national franchise owner regarding the rebranding of all of the Applebee's stores in the United States.

This sign package that we are talking about is an 80 to \$100,000 sign package to redo this building. So with a 20 year lease facing this Applebee's, or they're involved with this, this is a long-term commitment from them to do what's right for themselves, to do what's right for the community.

What's going to help the city is also going to help the business in this set of circumstances.

Now, there are a few categories of variances that we are looking for this evening. The first one I would like to talk about is the monument sign.

Now, this is going on the overhead here hopefully.

All right. Now, there is a unique situation with the monument sign that I'm going to show you in a minute, is that the lease for Applebee's only covered -- they only own -- I'm sorry -- they only lease the actual building itself.

They don't own anything or lease anything outside of the building walls, that's all considered common area. This is just a drawing from the overall condominium plan that shows general common elements for the parking all around.

So typically a restaurant would be entitled to a monument sign, but because they don't own the premises where the monument sign is going to be located, it is necessary that a variance be obtained for that purpose.

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18 Now, this is the monument sign.
19 I know all of you, as good Novi ZBA members,
20 have been out to take a look at the mockup
21 that's out there.

22 Now, this Applebee's sign is
23 about 96 inches tall. There was some
24 confusion on whether it was 96 or less, but
25 it is 96 inches.

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1 Now, it's located in the corner
2 by the driveway. Let me put that over here.
3 The driveway at Grand River
4 Avenue is going to be located in this spot
5 right here (ind).

6 Now, this particular driveway is
7 a very busy driveway. In fact, is the main
8 entrance into the center. It's the only
9 stoplight to get into the center, so we have
10 a lot of traffic going through there that
11 needs to see where Applebee's is and how
12 they're going to get there.

13 Now, one of the reasons that we
14 are asking for a variance to eight feet is
15 demonstrated, I'm going to show you some
16 other photos also on why it's necessary.

17 This is an eastbound picture.
18 Here is a mockup of the Applebee's sign where
19 it would be located.

20 Now, Novi ordinance for this
21 particular site plan for this center requires
22 that shrubs be three feet high, at a minimum.
23 And that's only, of course, as you know, if
24 you keep them trimmed regularly.

25 So if you put the shrubs that are

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1 right next to the sign would cover a typical
2 height of the sign and that's why the extra
3 two feet panel showing Applebee's is
4 necessary.

5 It doesn't make any sense to put
6 a sign there if it can't be seen by the
7 traffic that's going by.

8 Another picture of what it's
9 currently looking like eastbound is
10 represented here. You can't even see the
11 entrance, all right, that's in that
12 particular location.

13 Looking at it from westbound,
14 what Ryan from Applebee's did for me, is to
15 put together a group of photos showing the
16 mockup and showing what happens when traffic
17 stacks up waiting to leave at the traffic
18 sign.

19 As you can see here, this van
20 would cover a normal Applebee's sign, but
21 with the sign being at the height that we are
22 looking at, it takes care of that problem.

23 Here is another example. The
24 Applebee's sign with another truck and you
25 will see another truck behind it.

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1 So it's necessary, again, that
2 that sign be eight foot tall. Currently what

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3 that area looks like going westbound, the
4 arrow is where the sign would be, as you can
5 see, there is a lot of shrubbery going from
6 each way.

7 So number one, the variance is
8 required because we are off our premises.
9 Number two, we are looking for the sign to be
10 eight foot tall so it can actually be seen in
11 this particular area.

12 Now, moving into the next items
13 dealing with the branding. I'm going to hand
14 out some -- a letter from Applebee's national
15 to Dr. Sanghvi. I'd ask that you just pass
16 it down.

17 Now, this letter is from
18 Applebee's in Kansas city, and basically,
19 what you're going to read is that they're
20 requesting that the owner of Apple Venture,
21 LLC is required by their franchise agreement
22 to comply with the prototypical standards for
23 all remodels.

24 Our current standards include the
25 new awnings with all apple graphics, colored

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1 and non-colored apple graphics. The
2 carside-to-go awning and the typical building
3 signage in addition to what they have to do
4 on the interior.

5 So that is what was facing this
6 new owner of this particular Applebee's, when
7 they're subject to a franchise requirement of
8 a rebranding. So let's look at what this
9 rebranding is like.

10 First is the main entrance of the
11 Applebee's and here you will see that what is
12 going to be done to the Applebee's is a redo
13 of the main entrance, with the nice
14 introduction to Applebee's here. They are
15 allowed this sign on the main entranceway.

16 The rebranding goes into the
17 awnings.

18 Now, under Novi ordinance, we can
19 have as many awnings as we want. In fact,
20 there is 12 awnings on the building as it
21 exists today.

22 But as soon as you put any type
23 of logo on the awning, you're allowed one
24 with only 24 feet total for the entire
25 building.

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1 Applebee's is requiring that this
2 apple logo be placed upon the awnings that
3 surround the building.

4 You see here on the front of the
5 building, this is the Grand River side, there
6 is three awnings. They have got a colored
7 apple and then two non-colored apples.

8 Next on the east side of the
9 building, there are the four existing ones,
10 awnings, and we have got three of the apple
11 awnings and then the to-go location for this
12 awning over the door where people will come
13 in, pick up their to-go orders.

14 And then the additional
15 Applebee's sign along the top is also a
16 variance that's being requested.

17 On the west side of the building,
18 again, we already have the three awnings,
19 putting in the three new logo awnings, looks
20 like that (ind).

21 And then in the rear of the
22 building, totally is just an ugly rear
23 building, and what we are proposing to do is
24 to add two awnings there, to give a couple
25 things, to give this some definition.

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1 Also, one of the problems with
2 this building is that it's -- first of all,
3 it's the only freestanding restaurant in that
4 entire center. That entire center covers
5 half a mile or so, it's the only freestanding
6 restaurant. Other restaurants are all inside
7 and attached to the main building.

8 So we have got 360 degrees of
9 building here. As people behind it, where
10 Home Depot is, you would never even know what
11 is there, if you looked at the old portion of
12 what the -- if looked at from the rear.

13 So with the new identification,
14 the awnings, at least people will know and
15 they will recognize that logo as Applebee's,
16 and therefore, there must be an entrance to
17 Applebee's somewhere around this building.

18 And that's the rationale for
19 that. The carside-to-go is, again, one of
20 the requirements of the franchise agreement.

21 The last sign is a very small one
22 on the front and it merely says, welcome
23 back.

24 And your ordinance considers this
25 to be a directional sign, since it's

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1 non-commercial, it just says welcome back.
2 It's only supposed to be two feet and we are
3 asking that that be allowed to be slightly
4 bigger. Where that is located, I will show
5 you is back at the main entrance. Well, I
6 will find it in a minute. Okay.

7 All right. So the little welcome
8 back on the main entrance -- so part of the
9 issue is the issue with the sign ordinance,
10 especially on the awnings, all right.

11 And the awnings really don't do
12 anything, just left in their old drab colors
13 they are today.

14 Here, by the way, is the welcome
15 back sign, right above the door, all right,
16 on the new entranceway.

17 So the use of this building and
18 the use of Applebee's as a going concern is,
19 in fact, an issue and a practical difficulty,
20 if this new signage package is not allowed.

21 It all goes together, both the
22 entranceway signage, the new signage there,
23 the new awning signs going around the
24 building, 360, the new Applebee's sign on the

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east side wall as we talked about and the
to-go sign.

So those are all very important
to this project, as is, of course, the
monument sign in the location that it's
proposed to be.

There is a letter from the
shopping center owner authorizing that sign
to be at that location, and if it's approved,
it would result in an easement at that
location for the signage to-go.

When we look at sign variances
like we are talking about tonight, we always
look at, well, what's the effect on the
surrounding property owners.

Well, surrounding property owner
is the mall owner, they agree. Next-door is
one of the other freestanding buildings,
that's the Bank of America. They have their
own monument sign out front because they
happen to own their entire property unlike
us. So we are not effecting them.

We are not effecting anybody to
our rear, that's where Home Depot is, and the
other inline tenants are.

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We are not effecting anybody to
the east because to the east of us is nothing
but the driveway, and then a large parking
lot for the Krogers.

There is no other user in this
center that claim that because you gave these
variances to us, that you can give it to
them. Because we are the only freestanding
restaurant that's there.

And we are the only ones with
this particular logo requirement.

So it only makes sense, when you
look at your ordinance, look at what
Applebee's is trying to do here, look at the
franchise requirements that the grants of
these variances will be permitted by you.

So again, Mr. Schostack is here,
Ryan Jones of Applebee's is here to answer
any questions that you may have.

So thank you for your
consideration.

CHAIRPERSON KRIEGER: Thank you,
Mr. Quinn. All right. Anybody in the public
have any comments?

(No audible responses.)

Seeing none, I will open it up to

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the --

MR. WALSH: Thank you. The
application in the design package, the ground
sign shows seven feet, not eight feet. So I
just want to clarify the variance was only
for seven foot high, one foot variance sign,
instead of eight feet as the applicant
indicated.

If you look at the last sheet of
Page 8

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the sign package drawings, it shows the seven
foot, not eight feet.

CHAIRPERSON KRIEGER: We have to
renotice.

MR. WALSH: We would have to
readvertise if they want eight feet, but
right now the proposal is for seven.

CHAIRPERSON KRIEGER: Mr. Quinn?
MR. QUINN: I understand that. I
mean, right now, we request the seven. If we
have to republish, we would come back and ask
for the eight.

That is correct, that is eight,
it's always been eight. What was originally
on the plan was an error, and I didn't know
about the publication, but I understand that

rule, so we would ask tonight then for the
seven foot sign, then we will come back and
ask for the extra foot.

CHAIRPERSON KRIEGER:
Correspondence.

MR. GERBLICK: In Case No.
PZ13-0060, nine were mailed, zero return
mailed, zero approvals, zero objections.

CHAIRPERSON KRIEGER: All right.
Open it up to the board.

MS. GRONACHAN: I'm an Applebee's
fan. I hope they keep their staff. I don't
know if you heard me or not. I hope you keep
the staff.

It's a great restaurant. I do
agree that the building does have some issues
with spotting from the road.

I do have some questions though.
Mr. Quinn answered the question about can any
other resident come and -- or business come
and put up the other sign.

But my concern is visibility,
when I drove by to see that sign, I know with
all the snow and that, I mentioned this last
month with another sign, I'm concerned with

all that snow there that it's still going to
block and defeat the purpose of that sign.

MR. QUINN: Well, that's a very
good question, especially with all the snow
we have had this year. But that sign in a
permanent location, the storage of snow will
be modified.

MS. GRONACHAN: Thank you for
clarifying that. That's all I have for now.
Thank you.

CHAIRPERSON KRIEGER: No
questions, how about a motion?

MR. IBE: I have questions.
Mr. Quinn --

MR. QUINN: I would always expect
a question from you.

MR. IBE: I think you have done
quite a wonderful job in representing your
client as usual.

But tell me, what is so unique

21 about -- I can understand the wall sign and
22 all of that and the rebranding, I can
23 understand that.

24 My only concern I have is with
25 the monument sign. I know you have

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1 eloquently talked about a freestanding
2 building, versus non-freestanding building.
3 Sometimes it's good to compare apples and
4 apples, however, in this case, I'm going to
5 step out of the box, and talk about the other
6 restaurants that are within the same -- I
7 mean, they're all in the same vicinity.

8 Although I'm not -- I don't eat
9 at Applebee's, but I drive past it every day.
10 I know that it's there.

11 There is an Outback Steakhouse a
12 little bit down the street. It's quite busy
13 and most of the time when people go there,
14 they know they're going to Outback
15 Steakhouse. I'm sure the same thing is true
16 if they're going to Applebee's, people know
17 they're going to Applebee's on Grand River.
18 Frankly, that's the only one on Grand River
19 around here. I don't believe there is any
20 other ones.

21 So what makes it so unique that
22 other than the freestanding, which we already
23 talked about, what makes you think that
24 Outback Steakhouse doesn't deserve the same
25 monument sign on Grand River, the Olga

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1 restaurant want a monument sign on Grand
2 River. These are all major chains that are
3 known by people.

4 Why should we give it to you, to
5 your client, and why shouldn't the other two
6 restaurants, or similarly like restaurants in
7 the area, if they come forward here, why
8 should they not been given the same thing?

9 MR. QUINN: Two things. First of
10 all, as I referenced, if we owned this entire
11 lot, we would be entitled to a monument sign,
12 we would be able to have it there. It's by
13 the unique circumstance that the lease here
14 only covers the building structure itself.

15 So since we are an adjacent
16 parcel, we need to have the variance to allow
17 that.

18 As far as an inline store like
19 Outback, anybody can ask for a variance, as
20 you know, but, all right, they're -- the two
21 things are in play. Number one, I personally
22 don't think the shopping center owner will
23 allow permission for them to put signs out
24 into the parking area, or others, and
25 secondly, they are not freestanding like we

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1 are. They are inline. Just like Olga's is
2 partly inline.

3 So it's mostly the fact that had
4 it not been for this fluke of the way this
5 commercial condominium was set up, we would

6 have our sign there.

7 That's the bottom line answer.
8 That's why this is a unique situation.

9 MR. IBE: How long is the lease
10 again, it's 20 years?

11 MR. QUINN: Twenty years, yes.
12 So commitment to the city is shown by that
13 fact.

14 MR. IBE: I don't think I
15 question the commitment to the city.

16 MR. QUINN: We need the city to
17 commit to us.

18 MR. IBE: I'm more concerned
19 about the signature of things and also I like
20 to be fair. I'm a pro-business person. I
21 like to make sure that when someone else
22 comes to this committee asking for similar
23 stuff, like your client, then we can look
24 them in the face and say, yes or no.

25 And I don't want to have to say,

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1 well, because it's a freestanding -- I
2 understand the freestanding nature. Okay,
3 that argument I do understand.

4 But I'm still struggling with the
5 fact that I know that our restaurants located
6 within the city that have similar situations
7 like your client, that obviously do not have
8 the same --

9 MR. QUINN: Let me interrupt you
10 for a minute.

11 Steve and Rocky's just got their
12 freestanding sign put out on Grand River, and
13 they also have a wall sign. Why? Because
14 they opened -- I mean, they own their entire
15 center.

16 So here is at the other end of
17 Grand River, exactly what we are looking for
18 here. So we can compete with somebody like
19 Steve and Rocky's. They have got a monument,
20 we would like a monument sign, they have a
21 wall sign, we have our wall sign.

22 MR. IBE: Let's assume for the
23 sake of argument, that this is granted, will
24 your client be agreeable that it be limited
25 to this particular owner?

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1 I mean, assuming they decide --
2 you know what, we know what business is like.
3 It may end up 20 years from now, we want out
4 of here, ten years from now. We don't want
5 someone else to walk in there and want a
6 monument sign if they're going to use it for
7 some business that is not -- other than the
8 same restaurant business.

9 Will it be okay, if it's limited
10 as to your -- meaning the franchise that owns
11 this particular Applebee's right now?

12 MR. QUINN: Probably two ways.
13 While he's thinking about that, I ask Mark to
14 come up. Another way of looking at it would
15 be to make the sign valid for the term of the
16 lease.

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MR. IBE: True.
MR. QUINN: So I mean, that way,
you know, that's an option, anyway. Mark?
MR. SCHOSTACK: Sure. You know,
the reality is we are not going anywhere. We
are going to be here for 20 years. I have no
problem agreeing, you know, that that sign is
good for us and for our term of lease. I
mean, our lease expires, it doesn't carry on

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with the property owner. If that's what you
are trying to --

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MR. IBE: Very well.
MR. QUINN: If we are thinking
about that, we would say, our lease or
renewal of our lease, so that we wouldn't
have to come back to you.

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And I mean, we can submit a lease
renewal to the city, but, you know, if that's
the consideration, I think that would be the
way to handle it, in my humble opinion.

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MR. IBE: Hopefully I won't be on
this committee 20 years from now.
MR. QUINN: Oh, no, you will be
on council by then.

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MR. IBE: Oh, please, congress,
not council. Twenty years is a long time.
Thank you, sir. By the way are
you related to Bobby Schostack?

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MR. SCHOSTACK: Yes.
MR. IBE: I know Bobby. That has
no effect on my decision whatsoever. Thank
you.

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CHAIRPERSON KRIEGER: Very good.
Yes, Member Ghannam?

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MR. GHANNAM: I just have a
couple of comments. I have no problem with
the application.

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I understand about the ground
sign. I understand about the canopies.
It is a little bit unusual, but
like the last comment Member Ibe was
suggesting is, I would just simply -- if the
board is inclined to grant this, just to
limit it to tenancy of this particular
applicant. I think that would cover both
current lease and any potential renewals.
But if for some reason their lease is
terminated early, so would the variance --
their variances, I should say.

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So other than that, I have no
problem with it, I agree. I do agree that
you put a very nice presentation on in
explaining all of the different necessities.

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MR. SANGHVI: Make one comment,
that I'm glad you don't have an octagon
building. You know how many signs you would
want. Thank you.

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CHAIRPERSON KRIEGER: Yep.
MS. GRONACHAN: I do have a

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question about the welcome back sign.

2 So you mentioned that you're
3 allowed two feet. How big is this sign? And
4 how necessary is it?

5 MR. QUINN: The welcome back sign
6 is 6.99 square feet as compared to two square
7 feet.

8 MS. GRONACHAN: So the second
9 part of the question is, how is --

10 MR. SCHOSTACK: The welcome back
11 sign is part of our message to the guests,
12 okay, part of our brand elements, and kind of
13 a message we're sending to our guests in the
14 community, that welcome back to Applebee's.

15 By way of background, you know,
16 it's Applebee's neighborhood grill. We are
17 placing a lot of emphasis of getting
18 ourselves back to our heritage of being the
19 neighborhood grill and welcoming back the
20 neighbors to our restaurants is part of that
21 message.

22 MR. QUINN: That sign is not lit
23 either. It's just a solid sign against the
24 face of this structure.

25 MS. GRONACHAN: I will let the

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1 other members of the board know that I do
2 have a problem with that. Here is my theory
3 behind it.

4 To go with the least amount of
5 variances as possible. And I'm willing to
6 support the ground sign, and the reason why
7 I'm willing to support the ground sign is
8 because the uniqueness of the property and
9 the fact that you really can't see that
10 building from Grand River.

11 The petitioner's pictures clearly
12 show that there is a difficulty of seeing
13 that building and identifying what it is.

14 So I can support that. But if --
15 I'm turning to my other board members for
16 either guidance or advice or opinions, in
17 regards to the welcome back because I'm from
18 ZBA 101, old school, where I like to go with
19 as least as possible, especially since I'm in
20 support of the ground sign.

21 MR. GHANNAM: I have got a
22 question for you on that same topic.

23 Is this particular directional,
24 we call it directional sign, is it required
25 by your branding and franchise agreement?

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1 MR. QUINN: We were just having a
2 discussion on that, and obviously you never
3 saw Welcome Back Kotter, you're not --

4 MR. GHANNAM: Thank you.

5 MR. QUINN: But this is a sign
6 that we could put indoors, all right. So if
7 it's going to cause a problem, we can
8 withdraw that one and make other
9 arrangements.

10 MR. GHANNAM: So the answer is,
11 it is not required by your franchise
12 agreement or your branding requirements?

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MR. SCHOSTACK: It's required to be as part of the messaging, but we can get permission to put it inside and accomplish the objective.

MR. FERRELL: I have a comment, not really a question.

I don't have a problem with the re-signage. The welcome back sign, I don't have a problem with.

The only thing I do have a problem with I think is with the monument sign.

I don't think I would be in

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support of that, but the other signages, I definitely would. Even the ones in the back, I think would be esthetically pleasing to the back of the building as well.

But other than that, that's it.

CHAIRPERSON KRIEGER: I have a question regarding -- when you were discussing with West Market Square, did they say they were interested in having a sign that all the tenants could participate in?

MR. SCHOSTACK: No, we did not hear that from them.

MS. KRIEGER: I also was wondering about it, but the TCF has their monument sign and because it's a bank, different, they have a unique circumstance. I'm not opposed to that. That's where I'm at.

MS. GRONACHAN: I will make a motion, if I can. I'll jump right in if everybody -- if anybody else has anything else?

MR. IBE: Madam Chair, just one quick question. Did I hear you say that you would be willing to withdraw the welcome sign

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and find alternative ways for that? Is that something --

MR. SCHOSTACK: That's correct.

THE BOARD: -- that you would be willing to do?

MR. QUINN: We will make that statement on the record tonight, yes.

MR. IBE: Very well. Thank you.

MS. SAARELA: I guess I just wanted to know that -- I know noticed there is some members in support of some signs and some of others.

You may want to make separate motions for each one of these signs, just for that reason.

MS. GRONACHAN: Okay. Should we do the ground sign first?

CHAIRPERSON KRIEGER: Sure.

MS. GRONACHAN: I move in Case No. PZ13-0060, for Applebee's restaurant, located at 47900 Grand River Avenue, that the ground sign be approved based on the uniqueness of the property, the location of

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the building. The indication that the building is a site condo, and that the

petitioner has represented unique and exceptional reasons for this sign.

I don't believe that -- and I also move this is not self-created based on the indications of the location and the discussion at this table.

The petitioner indicated on their application that it is seven feet, however, this is an error and the petitioner will be back for eight feet, but tonight for voting purposes we are approving seven feet.

CHAIRPERSON KRIEGER: That would be for this tenant?

MS. GRONACHAN: And that ground -- thank you. That this sign is specifically for this Applebee's tenant for the length of the 20 year lease or if the lease is terminated prior.

MR. GHANNAM: I will second.

CHAIRPERSON KRIEGER: We have a motion and a second. Any other discussion? (No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, Ms. Pawlowski call the roll.

MS. PAWLOWSKI: Member Ferrell?

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MR. FERRELL: No.

MS. PAWLOWSKI: Member Gerbluck?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: Yes.

MS. PAWLOWSKI: Member Gronachan?

MS. GRONACHAN: Yes.

MS. PAWLOWSKI: Member Ibe?

MR. IBE: Yes.

MS. PAWLOWSKI: Chairperson

Krieger?

CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: Yes.

MS. PAWLOWSKI: Motion passes six

to one.

MS. GRONACHAN: Now, on a second motion, I move that the additional wall signs and awnings be approved as presented with the removal of the welcome back sign, based again on previous discussion from the petitioner, and at this table, given the location of the property, the uniqueness, et cetera, and that the awnings in the back of the building be approved as well.

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Am I leaving anything out?

MS. SAARELA: I would just add maybe a few more facts as to why the circumstances are unique for the wall signs and the awnings as well as the rebranding.

MR. GHANNAM: As well as the limitation for the various tenants during this tenancy.

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9 MS. GRONACHAN: So the uniqueness
10 is the location of the building and the
11 inability to see the building from the road
12 for identification purposes.

13 The uniqueness represents, I
14 believe, are not self-created and the
15 location of the building substantiates the
16 approval of these particular sign
17 identifications.

18 And that this variance is for
19 this particular petitioner only and only
20 lasts for 20 years of the lease or if the
21 lease is terminated prior to that.

22 MR. FERRELL: Second.

23 CHAIRPERSON KRIEGER: We have a
24 motion and a second. Do we have any other
25 discussions?

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1 (No audible responses.)

2 CHAIRPERSON KRIEGER: Seeing
3 none, if Ms. Pawlowski could call the roll.

4 MS. PAWLOWSKI: Member Ferrell?

5 MR. FERRELL: Yes.

6 MS. PAWLOWSKI: Member Gerblick?

7 MR. GERBLICK: Yes.

8 MS. PAWLOWSKI: Member Ghannam?

9 MR. GHANNAM: Yes.

10 MS. PAWLOWSKI: Member Gronachan?

11 MS. GRONACHAN: Yes.

12 MS. PAWLOWSKI: Member Ibe?

13 MR. IBE: Yes.

14 MS. PAWLOWSKI: Chairperson

15 Krieger?

16 CHAIRPERSON KRIEGER: Yes.

17 MS. PAWLOWSKI: Member Sanghvi?

18 MR. SANGHVI: Yes.

19 MS. PAWLOWSKI: Motion passes

20 seven to zero.

21 MR. QUINN: Thank you.

22 Appreciate it.

23 CHAIRPERSON KRIEGER: This brings
24 us to our next case, PZ13-0073, for Joe and
25 Aldo's Italian Tavern and Andiamo's.

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1 Are you an attorney?

2 MS. BOYLE: I am not.

3 CHAIRPERSON KRIEGER: If you
4 could state your name and spell it for our
5 court reporter and then be sworn in by our
6 secretary.

7 MS. BOYLE: My name is Florine
8 Boyle. I am the general manager for Joe and
9 Aldo's Italian Tavern. I'm representing Joe
10 Vicari, the owner of the Andiamo Group.

11 MR. GERBLICK: Can you raise your
12 right hand. In Case No. PZ13-0073, do you
13 swear to tell the truth?

14 MS. BOYLE: I do. I am here to
15 represent Joe Vicari as he had previous
16 attendance to another meeting.

17 I have been at the Andiamo Novi
18 location since September, so I am quite new
19 in the Novi area.

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21 However, I am here to ask kindly
22 to consider the signs that we ask to have
23 on -- we have currently on the building.
24 We asked back in September -- we
25 have been as Andiamo Novi since for about
nine years, we are going on nine years.

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1 Andiamo Restaurant Group is a
2 Michigan based restaurant. We are
3 celebrating 25th anniversary this year.
4 Joe Vicari changed the concept of
5 the Andiamo Novi.
6 Back in September we wanted to do
7 a more casual dining, and we changed it to
8 Joe and Aldo's Italian Tavern, the actual
9 restaurant, which is located on the first
10 level of the building.

11 The second level of the building
12 is -- right now we are running it as Andiamo
13 Event Center, so we are just doing private
14 events as the second level. So we really
15 have two businesses on the same location and
16 the same address.

17 We ask for -- to have Joe and
18 Aldo's sign on the side of the building,
19 which we appreciate for your approval on
20 that.

21 And then we also ask for adding
22 the actual events center sign to the original
23 Andiamo sign that we had from the beginning
24 when we opened the business.

25 And the reason they are asking

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1 for the event center sign to be added to the
2 Andiamo sign, since we have two different
3 businesses, we had the little bit of
4 confusion with our customers as far as what
5 is Joe and Aldo's Tavern, what is Andiamo and
6 why really everyone knew Andiamo Novi and not
7 Joe and Aldo's.

8 So we are really kind of
9 struggling a little bit with the actual
10 business, I would say, as Joe and Aldo's
11 Tavern, and this is the only reason that we
12 would ask you to consider to have -- to allow
13 us to have the two signs as we are trying to
14 have the new restaurant go on the map and,
15 you know, we would like to stay in the Novi
16 community.

17 CHAIRPERSON KRIEGER: Very good.
18 Anybody in the public have any additions or
19 questions regarding this case?

20 (No audible responses.)

21 CHAIRPERSON KRIEGER: Seeing
22 none, if we could read in the correspondence.

23 MR. GERBLICK: In Case No.
24 PZ13-0073, 14 were mailed, zero returned
25 mail, zero approvals, and zero objections.

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1 CHAIRPERSON KRIEGER: All right.
2 Open it up to the board. Mr. Walsh?
3 MR. WALSH: No additional
4 comments.

5 CHAIRPERSON KRIEGER: Very good.
6 MR. GERBLICK: I understand that
7 you were back here in September, I believe,
8 of 2013 asking for an oversized wall sign,
9 which -- on the side of the building which
10 just said Andiamo, is that correct?
11 MS. BOYLE: The side of the
12 building was for Joe and Aldo's Italian
13 Tavern.
14 MR. GERBLICK: So are you
15 requesting to remove that sign and replace it
16 with an Andiamo --
17 MS. BOYLE: I'm requesting to
18 allow us to have the Andiamo sign with the
19 event center sign right underneath and keep
20 the Joe and Aldo's sign on the side of the
21 building.
22 MR. GERBLICK: Okay. So there is
23 one sign currently on the side of the
24 building?

25 MS. BOYLE: That's correct, and
0043 that is Joe and Aldo's Italian Tavern. Then
1 the front part of the building is Andiamo
2 Event Center.

3 MR. GERBLICK: Okay. Thank you.
4 MR. GHANNAM: I just have a
5 question. You have two signs currently?
6 MS. BOYLE: That is correct.
7 MR. GHANNAM: One is the Joe and
8 Aldo's and the other one is Andiamo?
9 MS. BOYLE: That's correct.
10 MR. GHANNAM: All you are
11 requesting is to add the events center under
12 the Andiamo?

13 MS. BOYLE: Yes.
14 MR. GHANNAM: I'm struggling with
15 it a little bit. I mean, we understood the
16 night -- I agreed way back when, I believe,
17 back in October that there was a need for a
18 second sign because you did have two
19 businesses, I understand that.
20 Are you suggesting that the
21 Joe -- I'm sorry, the Andiamo's, the other
22 restaurants it has are not event centers,
23 they're simply restaurants?

24 MS. BOYLE: That's correct.
0044 MR. GHANNAM: You're trying to
1 promote this one as simply a private party or
2 event type --

3 MS. BOYLE: Yes, Andiamo Novi no
4 longer exists, as we changed the concept to
5 Joe and Aldo's Italian Tavern. So we changed
6 the name of the restaurant, however, the
7 event center stays as Andiamo, so that's
8 where the confusion of the customer and
9 guests are -- they are thinking they're
10 walking into Andiamo's Novi, but we are Joe
11 and Aldo's Italian Tavern, and our guests
12 that are coming in for private events, they
13 are confused that they're walking in to Joe
14 and Aldo's, and actually Andiamo Event Center

is on the second level, same entrance.

MR. GHANNAM: I guess -- I mean, you're asking for quite a large increase in the sign from 54 to 76 square feet, which is quite a large -- isn't there any smaller request that we could ask for, that would still suit your needs?

MS. BOYLE: If you will approve us to have the event center sign, as informed by Joe Vicari, we can either take Joe and

Aldo's sign, or just make a smaller sign for the event center.

We would like you to consider, since we have them ready to consider to keep them on the building as they are right now, but we will obey the rules and the regulations in your decision.

MR. GHANNAM: I understand, the existing signs you want kept in place. You just simply want to add the event center.

MS. BOYLE: The event center is already on the building. What I'm asking is as we got back from -- or he received information that, you know, that is not allowed, we would take it down if we have to.

I'm here to ask you to consider to keep the sign on the building the way it is.

MR. GHANNAM: I see. You put up or your company put up the event center when it had no permission to do so, is that what you are saying?

MS. BOYLE: That's correct.

MR. GHANNAM: I guess the answer to my question is, you can accept something

smaller to still suit your needs?

MS. BOYLE: Yes.

MR. GHANNAM: I will wait to see what everybody is going to say. I'm hesitant about the existing -- first of all, you shouldn't have to put up the sign obviously without getting permission, even with the large addition that you want, I just don't think that's necessary under the circumstances.

I understand why you want to advertise it as an event center versus a restaurant and avoid the confusion. To be honest, that should have been done at the beginning when you requested the sign to begin with.

I will wait to see what everybody else has to say.

CHAIRPERSON KRIEGER: So the event center that is up there is not a mockup? Is that the permanent sign?

MS. BOYLE: It is a mockup. We are here to ask for approval. If not, we will take it down right away.

CHAIRPERSON KRIEGER: That would

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1 be if you got approval, it would be -- you
2 would have it like the Andiamo part above it?

3 MS. BOYLE: That's correct.

4 CHAIRPERSON KRIEGER: That seems
5 proportional to me, when I drove by. I
6 notice that the Joe and Aldo's, the big
7 square one that was white is not there. Is
8 that --

9 MS. BOYLE: That is on the side
10 of the building facing Grand River Avenue,
11 and that was when we requested back in
12 October to have that sign up, as we had no
13 sign really showing the guests where the new
14 restaurant was.

15 CHAIRPERSON KRIEGER: So that was
16 a mockup and now you're ordering the sign
17 itself. So I didn't see it because you're
18 waiting for it to arrive?

19 MS. BOYLE: The Joe and Aldo's
20 sign was approved and is up and is
21 illuminated on the side of the building.

22 The event center, we put it up as
23 a mockup, but we are waiting for your
24 approval to make it actually official.

25 CHAIRPERSON KRIEGER: Thank you.

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1 MS. GRONACHAN: I'm just going
2 put my comments on the record. I think that
3 the whole thing should be reworked, quite
4 honestly, and the reason why I say that, is
5 because I came to your grand opening and the
6 signage for Joe and Aldo's on the sign, that
7 confused me.

8 I don't feel that on the front of
9 the building that it's clarified where each
10 business is. So I don't mean to throw more
11 mud in the water and make it murky, but I
12 think that's really why you're having a
13 problem, is that sign on the side of the
14 building is confusing people.

15 Because when you pull into your
16 driveway -- into the parking lot, rather,
17 there is the signage out on Grand River, the
18 ground sign is -- tells that you're in the
19 right parking lot.

20 As I got into the parking lot, I
21 had a very difficult time deciding where Joe
22 and Aldo's was.

23 So that's my comment. I don't
24 know if the board wants to take that in when
25 they are mulling over.

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1 But I can't support this
2 additional event sign for the size. Thank
3 you.

4 MR. GERBLICK: Other than the
5 economic -- the difficulty in economic return
6 you had mentioned, what is exceptional and
7 unique about the property, that would, I
8 guess, persuade us as a board to grant a
9 variance of even large oversized sign, seeing
10 as we have already granted an oversized sign
11 for that location?

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MS. BOYLE: Well, I think part of is because we are not located right on Grand River Avenue. We are on the last -- we are the last building on the Main Street Plaza. I think that's really -- not having us really right there where, you know, all the traffic is, I think that's part of it.

To be honest, I think part of it is because everyone knows Andiamo Group and everyone knows Andiamo Novi, that we really have a hard time because of the concept change and the name.

And, you know, we are really trying to, kind of, you know, make it work

and, you know, have an Italian restaurant.

And so really -- because we are not on Grand River, I think it's really hurting that not many people know about a new concept.

MR. GERBLICK: Do you feel a larger sign would lessen the confusion of your customers of which -- where which location is, whether it be upstairs or downstairs?

MS. BOYLE: I would, as that it did eliminate a little bit on our clients, as far as, oh, Andiamo no longer exists, we cannot have events there.

But since we had the mockup sign, and you know, asking you for approval, I think it really eliminated a little bit with our clientele that, oh, actually, they are in business doing private events.

MR. GERBLICK: Thank you. To the board, I guess, my thoughts on this would be that the 54 square feet, I believe that's been previously approved, should be substantial enough that they should be able to rework the sign if they want to fit in the

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words events center.

As far as -- my recollection serves when we approved that sign, we had approved because of the distance from the road and the difficulty to see the sign.

So as far as granting the minimum relief to the applicant, I would not be in favor of the increased -- the additional increase to the sign.

CHAIRPERSON KRIEGER: Very good.

MR. IBE: Just a question for -- good evening.

I do remember this same argument that we had back in the fall for the sign and I shared same concerns, such as the other members up here regarding the sign.

And if my instinct tells me, I'm sure you have been listening to the comments so far, it appears as if your application is going to go down if (unintelligible).

Do you have any option that you wish to give this board other than what you

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have submitted, and as submitted, in order to save maybe what you have here?

MS. BOYLE: I would like to ask

1 the board if there is an alternative, if we
2 can just keep the Andiamo Events Center sign,
3 we can make a smaller sign on the side of the
4 building.

5 I'm not sure if that's even in --
6 you know, the question for the board.
7 However, we would prefer to keep the larger
8 sign on the front side of the building and
9 maybe put a smaller sign on whatever you
10 would like to approve on the side of the
11 building facing Grand River Avenue.

12 MR. IBE: Is it possible to
13 configure what you are trying to do within
14 what was given to you before, which was 54
15 square feet. Is that possible to do?

16 MS. BOYLE: Yes.

17 MR. IBE: So you don't
18 necessarily need 76 square feet, is that what
19 you're saying?

20 MS. BOYLE: We would like to have
21 it just because the mockup is ready and we
22 are ready to order it.

23 But like I said, we will -- we
24 will follow the rules and the regulations.

25 MR. IBE: So if this board were

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1 to say, well, I hear some sentiments saying
2 the size is an issue.

3 So if they were to stay within
4 that 54, you can do whatever you want with
5 that 54, that would be agreeable to you, is
6 that correct?

7 MS. BOYLE: Yes.

8 MR. IBE: Thank you.

9 CHAIRPERSON KRIEGER: Go ahead.

10 MR. GERBLICK: So the request in
11 front of us is just for the additional square
12 footage, the previous, I guess approval for
13 the 54 feet would stand?

14 MR. WALSH: That is correct.

15 MR. GERBLICK: Thank you.

16 Like to make a motion. In Case
17 No., PZ13-0073, Joe and Aldo's Italian Tavern
18 and Andiamo's, I move that we deny the
19 request of the additional square footage of
20 76 square feet, on the grounds that the
21 request is not based on circumstances or
22 features that are exceptional and unique to
23 the property.

24 The previously granted oversized
25 sign does substantial justice to the

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1 applicant as they're able to adequately
2 display their business and directional
3 location to its customers.

4 The failure to grant relief will
5 not unreasonably prevent or limit the use of
6 the property as this would result in
7 substantially an inability to -- an inability

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to attain a higher economic return and no other inconvenience.
The grant of the relief will not result in a use of the structure -- use of the structure that is compatible with or will not interfere with adjacent or surrounding properties as the 54 feet previously granted, the application should be sufficient to advertise and present the business at the location.

MR. SANGHVI: Second.

CHAIRPERSON KRIEGER: We have a motion and a second. Any other discussion? (No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, if Ms. Pawlowski could call the roll.

MS. PAWLOWSKI: Member Ferrell?

MR. FERRELL: Yes.

MS. PAWLOWSKI: Member Gerblick?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: Yes.

MS. PAWLOWSKI: Member Gronachan?

MS. GRONACHAN: Yes.

MS. PAWLOWSKI: Member Ibe?

MR. IBE: Yes.

MS. PAWLOWSKI: Chairperson

Krieger?

CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: Yes.

MS. PAWLOWSKI: Motion passes

seven to zero.

CHAIRPERSON KRIEGER: Thank you.

That bring us to Case No.

PZ13-0074, for 1316 East Lake Drive.

Are you an attorney?

MR. LERMAN: No.

CHAIRPERSON KRIEGER: If you could spell your name for our court reporter and be sworn in by our secretary.

MR. LERMAN: Joel Lerman, J-o-e-l, L-e-r-m-a-n.

MR. GERBLICK: If you could raise your right hand. In Case No. PZ13-0074, do you swear to tell the truth?

MR. LERMAN: I do. I'm actually the builder for the project. The architect was unable to make it tonight.

We are asking for a variance so we can build a deck on the back of the house.

Unfortunately, when the architect applied for a variance to build the home, he neglected to have the deck on the plan.

I wasn't aware of this until I applied for a deck permit and was told that we needed a variance for the deck.

The deck that we are proposing is in line on the sideyard with the home and that variance was approved by, I believe, this board at some point last year.

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So what we are asking for is just to be able to put the deck on where it was actually intended to be.

The deck that was on the house before we demolished the house was much larger, and it was within the sideyard setback. So what we actually are proposing

is much smaller than what was previously there and it has much less of an impact than the neighbor's decks that are surrounding.

So we feel that we have done our best to minimize impact on the neighbor's views and it's a nice addition to the home.

That's all I have to say. Any questions?

I do have a picture of the neighboring decks, if someone wants to see that.

CHAIRPERSON KRIEGER: If you could put that up.

MR. LERMAN: I have actually two photographs. The yellow house is demolished, that's the house that was previously on the site.

If you look on the staircase going down, you can see how far it was into the setback.

What we are proposing is to have no staircase from the side to the backyard. We are proposing to just have a circular stair that comes off the deck that is much less of an impact on the property.

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This is a photograph from the deck that was there before showing the neighbor's. The deck that was there before is much larger, it went cross the whole back of the property, this deck is going to be much smaller.

I have one more photograph. This is what the backyard kind of looks like, what we used to have. As you can see, we're really making a major improvement to the backyard.

CHAIRPERSON KRIEGER: Thank you. Is there anybody in the public that wants to speak regarding this case?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, Mr. Walsh?

MR. WALSH: No comments at this time.

CHAIRPERSON KRIEGER: Okay. And from the correspondence?

MR. GERBLICK: In Case No. PZ13-0074, 25 were mailed, two return mailed, one approval, zero objections.

The approval is from Patty and

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Rick Nessel, N-e-s-s-e-l, at 1314 East Lake Drive, Novi, Michigan 48377, dated February 10th, 2014 noting approval as to the

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reduced sideyard setback of 6.01 feet.

CHAIRPERSON KRIEGER: Thank you.
I will open it up to the board.
Yes, Member Ghannam?

MR. GHANNAM: I have no problem
with this. You can't enjoy a lake house
without a deck. I mean, you just can't.
That's why you buy a lake house, to sit out
on the deck. I think it's reasonable under
the circumstances, certainly it's in line
with the other homes.

You're saying it's even smaller
than the one that was there before, correct?

MR. LERMAN: Much, much.

MR. GHANNAM: I don't think there
is any problems under the circumstances, so I
will support it.

CHAIRPERSON KRIEGER: Anybody
else or a motion?

MR. GHANNAM: If there is no
other comments, I will make a motion.

In Case No. PZ13-0074, I move to

approve the petition as presented. I believe
the variance is necessary due to the
practical difficulties that exist, due to the
circumstances or the physical conditions of
the property, such as narrowness,
shallowness, shape, water, topography, and
other similar conditions.

The need is not self-created, as
this is a shorter lot that was subdivided
years ago and it's a smaller lot that current
ordinances require.

I think strict compliance with
the regulations governing setbacks would
unreasonably prevent the property owner from
using the property for a permitted purpose,
or will render conformity with those
regulations unnecessarily burdensome.

The request variance is the
minimum variance necessary to do substantial
justice to the applicant and other property
owners in the district. And the requested
variance will not cause an adverse impact on
surrounding property, property values, or the
use and enjoyment of the property in the
neighborhood or the zoning district. In

fact, it will increase it.

MR. GERBLICK: Second.

CHAIRPERSON KRIEGER: We have a
motion and a second. Any other discussion?
(No audible responses.)

CHAIRPERSON KRIEGER: Seeing
none, if Ms. Pawlowski could call the roll.

MS. PAWLOWSKI: Member Ferrell?

MR. FERRELL: Yes.

MS. PAWLOWSKI: Member Gerbl ick?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: Yes.

MS. PAWLOWSKI: Member Gronachan?

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MS. GRONACHAN: Yes.
MS. PAWLOWSKI: Member I be?
MR. IBE: Yes.
MS. PAWLOWSKI: Chairperson

Krieger?

CHAIRPERSON KRIEGER: Yes.
MS. PAWLOWSKI: Member Sanghvi?
MR. SANGHVI: Yes.
MS. PAWLOWSKI: Motion passes

seven to zero.

MR. LERMAN: Thank you.

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CHAIRPERSON KRIEGER: Brings us
to our next case, Neil King Physical Therapy
PZ13-0075.

MR. KING: Good evening.

CHAIRPERSON KRIEGER: Are you an
attorney?

MR. KING: I am not. Neil King.

CHAIRPERSON KRIEGER: Spell your
name for our court reporter and be sworn in
by our secretary.

MR. KING: Certainly. It's Neil
King, N-e-i-l, K-i-n-g.

MR. GERBLICK: In Case No.
PZ13-0075, do you swear to tell the truth?

MR. KING: Yes, I do.

CHAIRPERSON KRIEGER: Thank you.
You will be speaking as well, ma'am?

MS. DILLON: Yes, I am Sue
Dillon. I'm the owner of Graphics Vision, we
are the sign company representing the graphic
work that was done. And I am not a lawyer.

MR. GERBLICK: In Case No.
PZ13-0075, do you swear to tell the truth?

CHAIRPERSON KRIEGER: I would
like to quickly ask if Neil could tell you a

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little bit about his business of what -- how
long he's been in Novi and his background for
this business.

MR. KING: Yes. I'm a physical
therapist. My original office was in
Rochester, Michigan. I have lived in
Rochester for 40 years. And I was getting
ready to open up a second location. I have
been looking at Novi for a long time.

It's a very similar community to
the Rochester area, and it seemed like a good
fit for what I wanted to do for the second
location.

We opened up, we started looking
in the beginning of August and found the
location where we are at now on Novi Road and
signed the lease and opened up about the
middle of September of last year.

MS. DILLON: And I am the person
who offered to write the petition and
represent Neil at this meeting tonight.

I have owned Graphic Visions
since 1986. I probably have worked with the
city on a consulting basis from time to time.

We pride ourselves on going first

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0064

1 to the ordinance, and working within the
2 limitations or working within the rules and
3 regulations.

4 We also do site visits to make
5 sure that the work we are doing is consistent
6 to those properties, both in the area as well
7 as adjoining properties.

8 And we feel very strongly the
9 design and appropriate business graphics
10 compliment and they shouldn't necessarily be
11 too inconsistent to a professional look.

12 So with this project, we went
13 through our normal process. We asked
14 Neil King to seek building owner approval,
15 which he did in writing.

16 He was told that they wanted to
17 negotiate a little bit of the location on the
18 glass windows, and he was given the approval
19 where the location was.

20 I would like to bring up the
21 drawing of the building from the road. We
22 are not talking about a building that is up
23 close to the road.

24 This photograph was shot from the
25 center line of the street. The driveway is

0065

1 considerably offset as well as a very small
2 ground sign.

3 Neil was not given permission or
4 allowance to be on the ground sign, that was
5 not an option, when he signed his lease. He
6 was told that he could have windows graphics.

7 There is no place on this
8 particular building to put wall signs,
9 because if you did a site visit and took a
10 look at it, it has an entire soffit to floor
11 approach of full glass.

12 The basic setup on the front,
13 which faces Novi Road, there are two
14 identical banks of windows, the graphics take
15 up less than half of the first, which means
16 it's considerably less than 25 percent of the
17 window space, which is within the sign code
18 ordinance.

19 I would like to bring up that
20 there was discussion with us and the
21 interpretation of the work through, because
22 if you look at Section 28.7, page 27 although
23 all the tickets and all the violations state
24 that the exterior window vinyl is not
25 allowed. The only part in this ordinance

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1 that even indicates that, and it is the word
2 through building glass.

3 So from a sign perspective, we
4 hear things like through, it's a little bit
5 subjective.

6 In our industry, first surface
7 exterior, second surface interior applied to
8 the inside of the glass, applied to the
9 outside of the glass, those are things that
10 directly relate to where the graphics are

11 being placed.

12 Because this section of this
13 ordinance commingles things like open and
14 temporary posters and temporary grand opening
15 signs which normally go on the inside of the
16 glass, that be through the glass.

17 For the purpose of this
18 particular application, we have tinted
19 windows because of the large bank of glass.

20 In order to have a comfortable,
21 professional work environment similar to
22 Mr. King's or -- Dr. King's professional
23 practice, the glass is highly tinted.

24 If you put graphics on the inside
25 of the glass, you have no option beyond a

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1 wall sign because there is no ability to have
2 wall space because it's all glass, you have
3 no ground sign.

4 It's basically saying that
5 Mr. King -- or Dr. King cannot have a sign on
6 this property.

7 MR. KING: Pardon me. I'm not a
8 doctor. I have a masters degree in physical
9 therapy.

10 MS. DILLON: Thank you. So the
11 concern that we have as a sign company,
12 number one, is before coming to this meeting
13 today, Nicole, who is the marketing purchase
14 person for Neil's business, drove through
15 town within less than a half mile of this
16 piece of property, and she has shown me
17 photos, which we are welcome to show you, but
18 it's in her phone, for the following
19 businesses which have graphics first surface,
20 some with clear glass not tinted, and some of
21 them which are much more exceeding than
22 25 percent, including Calico Corners, the
23 Flower Alley, the Lacrosse Store, Pei Wei,
24 Biggby, Henderson Glass, Club C, Laird's Auto
25 Glass and Compass Storage.

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1 And these are people who have
2 large identification on their glass about
3 promotional and different things about their
4 services.

5 Mr. King is asking you to, one,
6 consider the fact that this is his only sign
7 option on his building, and number two, his
8 glass is tinted, and number three, that he
9 received approval from the building owner
10 prior to putting the graphics up on his
11 business.

12 CHAIRPERSON KRIEGER: Very good.
13 Is that it for now?

14 MS. DILLON: Yes.

15 CHAIRPERSON KRIEGER: Anybody
16 else in the public have anything to speak to
17 regarding this case?

18 (No audible responses.)

19 CHAIRPERSON KRIEGER: Seeing
20 none, Mr. Walsh?

21 MR. WALSH: No comments at this

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time, but I'd like to have an opportunity to
come back after the board speaks.

CHAIRPERSON KRIEGER:
Correspondence?

MR. GERBLICK: In Case No.
PZ13-0075, 21 were mailed, five returned
mailed, zero approvals, zero objections.
CHAIRPERSON KRIEGER: All right.
Open it up to the board. Yes, Member
Ghannam?

MR. GHANNAM: I just have some
questions for the city.
In this type of situation, what
exactly are they entitled to do in terms of
advertising through the windows? I'm not
really 100 percent clear.

MR. WALSH: Sure. I can answer
that. They're allowed to provide their
graphics signs located inside of the glass,
so you can see it through from the exterior.
So from the exterior, there is no vinyl
signage allowed, just basically applied to
the inside of the window.

There is also the option of a
ground sign. There is a ground sign, I
believe, for the site, you would have to get
permission from the owner to put his business
sign on the ground sign.

MR. GHANNAM: So they could do
exactly what they're trying to do in this
particular location but from the inside of
the glass, not the outside?

MR. WALSH: Okay, that's correct.

MR. GHANNAM: Now, to the
applicant, you're saying that you have this
tinted because I assume -- or maybe you
stated --

MR. KING: The building came --
we are renting the building and the building
came that way. They're heavily tinted
windows. We tried it, something on the
inside --

MS. DILLON: It's not a film.

MR. KING: You could be standing
on the sidewalk in front of the building, you
can't see in.

MR. GHANNAM: So it is not a film
type tinting where it cannot be removed?

MR. KING: No.

MR. GHANNAM: You would have to
remove the windows?

MR. KING: Yes.

MR. GHANNAM: Is the tinting
acceptable for the privacy of your patients?

MR. KING: No, we have blinds on
the inside also. Except for the open gym
area, we have those blinds open, but where we
have the closed curtain areas, we have all
those blinds pulled.

MR. GHANNAM: And the proposed

7 type of material that you're going to use for
8 the sign is going to, you know, weather, all
9 type of weather.

10 MS. DILLON: Yes, it's the same
11 material that we wrap trucks and vehicles
12 with and they're warrantied for ten years.
13 They go through power washes and all of that,
14 so when you're dealing with -- on a glass
15 surface, you have a really great adhesion of
16 the product, and it's made by 3M, so it's a
17 reputable company. It's color fast and it's
18 what the industry recommends for the
19 application.

20 MR. GHANNAM: One other question
21 for the city.

22 With the size of the proposed
23 lettering that they want to do, is that still
24 within the ordinance?

25 MR. WALSH: I haven't seen the

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1 proposed size of the sign. You see the
2 graphics that's on the monitor, that's all we
3 received.

4 MR. GHANNAM: I have nothing else
5 either.

6 If we were to approve their
7 proposal, would it have to be limited to
8 25 percent of all the frontage of those
9 windows or that particular window that the
10 lettering is on. How does that work?

11 MS. DILLON: I can read the quote
12 if --

13 MR. GHANNAM: Let me get their
14 input first.

15 MR. WALSH: Can you take that
16 diagram down.

17 We basically would look at the
18 window signage, of the tenant space.

19 MR. GHANNAM: Of all the exterior
20 windows?

21 MR. WALSH: Yes, just like this
22 space, this tenant space.

23 MR. GHANNAM: That I understand.
24 So as long as the applicant does not exceed
25 25 percent of all the frontage of this

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1 particular tenant space, they're okay?

2 MR. WALSH: Yes.

3 MR. GHANNAM: I have no problem
4 in general with this particular application
5 under those circumstances, given the tinting
6 of the windows, given the fact that it could
7 be done from the inside versus the outside.

8 But more importantly because of
9 the tinting, obviously, this business as well
10 as any other business, cannot go without a
11 sign.

12 I see the shape and the size of
13 the front as well as the roof, simply
14 can't -- you're not entitled to one on the
15 ground sign because there is no more space,
16 so I would agree, for this particular tenant,
17 your tenancy, as opposed to any potential

18 future tenants, I would be agreeable under
19 the tenancy -- I'm sorry?

20 MS. SAARELA: I just wanted to
21 make a clarification on how the ordinance
22 reads. This 28.7, subsection 11, because of
23 the semicolons and the use of the word and,
24 A, B and C are intended to be read all
25 together, so there is a variance request

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1 here. They're requesting what they're
2 requesting.

3 I just didn't want you to
4 misunderstand and think that this proposal
5 would be acceptable if it was this very
6 proposal placed on the other side of the
7 glass.

8 The intent of that section for
9 the other side of the glass is temporary
10 merchandising, signs that are there less than
11 five days.

12 They have the right to request
13 what they're asking, put this type of sign
14 permanently on one side or they could request
15 it permanently on the other side. I just
16 didn't want to have there be a
17 misunderstanding about the fact that when
18 you're asking -- what the ordinance permits
19 is A, B and C together, with the use of the
20 word and in there.

21 MR. GHANNAM: So the previous
22 answer where they would be entitled to this
23 on the inside, that is not accurate?

24 MS. SAARELA: Not correct.

25 MR. GHANNAM: I appreciate that

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1 clarification. I don't really think it
2 changes my opinion because of the -- again,
3 the tinting of the glass.

4 It is physical therapy, maybe you
5 want the blinds open, but yet some privacy.

6 You have to have a sign, that's
7 the problem. You have to have some
8 lettering.

9 So as long as it's limited to
10 this particular tenant and applicant, and
11 it's still in compliance with the percentage
12 of the window, I have no problem. Thank you.

13 CHAIRPERSON KRIEGER: Yes, Member
14 Sanghvi?

15 MR. SANGHVI: Do you have any
16 other sign to identify your business, other
17 than this vinyl sign you are talking about?

18 MR. KING: No.

19 MR. SANGHVI: This is it?

20 MR. KING: That's it. That's the
21 only signage that we have.

22 MR. SANGHVI: So the only issue
23 is whether it should be inside or outside the
24 glass.

25 And as far as I'm concerned,

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1 there is no fire hazard by putting vinyl
2 outside, I have no problem recommending that

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we grant them the variance they need.

MS. GRONACHAN: I would like clarification about the landlord, the comment on the landlord not allowing this tenant to have a sign?

Can you clarify that for me, please?

MR. KING: Well, the landlord, from what we had -- what we had given him, had said that he has no issue with the signage as it is.

I have emails from the building manager who was communicating back and forth with the landlord and was giving me the emails.

And he said that he was only concerned after we showed him the size and the signage that we wanted, he was only concerned where on the panels it would be. Because on the -- if you look at the front of the building, there is small door right in the center and there is a salon on the right-hand side as you're looking at it from

the road, and we are on the left-hand side.

And the vinyl letters on Marie Salon was on the right three panels, so he had said he wanted our sign on the left three panels because we are on the left side.

MS. GRONACHAN: Again, in regards to the ground sign, he's not allowing you to have a ground sign?

MR. KING: We don't have a ground sign.

MS. GRONACHAN: Can you indicate as to why, clarify that for me?

MR. KING: I cannot, no.

MS. GRONACHAN: The landlord, you're allowed to have one on the property.

MS. DILLON: She is talking about the multi tenant ground sign.

MR. GHANNAM: I think he said there is no more room.

MR. KING: It doesn't have enough, space.

MS. GRONACHAN: There is not enough space, that's what I wanted to clarify for the record. Thank you.

CHAIRPERSON KRIEGER: Mr. Walsh, did you have anything else?

MR. WALSH: All set. Thank you.

CHAIRPERSON KRIEGER: Yes, Member Gerbl ick?

MR. GERBLICK: Like to make a motion. In Case No. PZ13-0075, I move that we grant the variance as requested to place the vinyl sign on the exterior left panels as proposed. As this request is based on circumstances or features that are exceptional and unique to the property, and do not result from conditions that exist generally in the city, or that are

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14 self-created, being that the glass is tinted
15 on the building and was so prior to the lease
16 agreement, and the lettering would not be
17 visible from the exterior of the building.
18 Failure to grant relief will
19 unreasonably prevent or limit the use of the
20 property and result in substantially more
21 than a mere inconvenience or inability to
22 attain a higher or economic or financial
23 return as this would be the only sign on the
24 building identifying the property.
25 The grant of relief will not

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1 result in a use of the structure that is
2 incompatible with or unreasonably interferes
3 with adjacent or surrounding properties and
4 will result in substantial justice being done
5 to both the applicant and adjacent or
6 surrounding properties and is not
7 inconsistent with the spirit of the
8 ordinance, as the neighboring tenants also
9 has a sign on the right three panels of the
10 building.

11 MR. FERRELL: Second.
12 MR. GHANNAM: I just have a
13 question. Did you limit it to this
14 particular tenant?

15 MR. GERBLICK: I did not. I
16 would like to limit the motion to this
17 tenant, throughout the tenancy of the lease
18 agreement.

19 MR. FERRELL: Second.
20 CHAIRPERSON KRIEGER: So we have
21 a motion and a second. Any other discussion?
22 (No audible responses.)

23 CHAIRPERSON KRIEGER: Okay, very
24 good. Ms. Pawlowski, if you could call the
25 roll.

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1 MS. PAWLOWSKI: Member Ferrell?
2 MR. FERRELL: Yes.
3 MS. PAWLOWSKI: Member Gerbl ick?
4 MR. GERBLICK: Yes.
5 MS. PAWLOWSKI: Member Ghannam?
6 MR. GHANNAM: Yes.
7 MS. PAWLOWSKI: Member Gronachan?
8 MS. GRONACHAN: No.
9 MS. PAWLOWSKI: Member Ibe?
10 MR. IBE: Yes.
11 MS. PAWLOWSKI: Chairperson

12 Krieger?
13 CHAIRPERSON KRIEGER: Yes.
14 MS. PAWLOWSKI: Member Sanghvi?
15 MR. SANGHVI: Yes.
16 MS. PAWLOWSKI: Motion passes six

17 to one.
18 MR. KING: Thank you.
19 MS. DILLON: May I ask for
20 clarification, sorry. The application
21 included a second -- on the second side
22 facing the parking, there is graphics there
23 as well.

24 There is also a second set of
Page 33

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windows, so would that exclude that, that
would not be allowed under this -- or was
it --

MR. WALSH: South and east side.

MS. DILLON: Thank you for
clarification. Thank you for your
consideration.

MR. KING: Thank you.

CHAIRPERSON KRIEGER: That bring
us to our next case, PZ14-0001, for Charles
Schwab.

MS. KLAETSCH: I'm not a lawyer,
obviously. My name is Dawn Klaetsch. I
think I'm going to need to spell that.

K-l-a-e-t-s-c-h. I'm with
Charles Schwab. I'm the project manager for
our recent branch that just opened two weeks
ago on Crescent Boulevard.

MR. GERBLICK: Can I swear you
in.

MS. KLAETSCH: Sure.

MR. GERBLICK: In Case No.
PZ14-0001, do you swear to tell the truth?

MS. KLAETSCH: Yes, I do.

MR. GERBLICK: Thank you.

MS. KLAETSCH: I'm here to ask

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for a variance for a second sign and
somebody's got the map there.

Our current location is
exceptional and unique in that our front
entrance into our brand new Novi Charles
Schwab branch faces an inner loop.

CHAIRPERSON KRIEGER: You have
the paper, you can put it on the overhead
here.

MS. KLAETSCH: I don't have it.
I brought those big ones. I didn't think
there would be such great technology here.

I'm hoping everybody is familiar
with our location. And right now the only
frontage that we have is on Crescent
Boulevard that's back -- basically the back
of our space. So we are pretty unique in
that our front entrance and our existing
first sign is pretty much buried and only
really noticeable to anybody that's going
into DXL, which is right next door to us. We
are kind of in the corner, the back corner,
if you will.

We have an existing client base,
plus we hope to bring many, many new

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customers into this branch since we just
relocated from Southfield, and right now it's
causing a bit of a hardship because our
customers cannot find us.

We do not have the rights to the
monument sign that's at the corner, so if
anybody is driving down Crescent Boulevard,
they will not see us. And it will limit our
use of the property and our customers simply

would be confused.

There is a bit of a safety hazard in our mind if people are driving around, you know, craning their necks and looking and looking and can't find us.

One of those poster boards that we just passed around has a photo of the Crescent Boulevard view elevation and it shows that the mockup is in place, that is not inconsistent and compatible with the other two signs that are on the back face of the building, one being DXL and the other being the property management office for the entire complex.

Our landlord has approved the second sign wholeheartedly, I might add. Jim

Clear (ph) with Sign Properties is here. And Jim had noted to me that there is over 13 other stores in Novi Town Center that have a second sign, DXL, Di amond Jim Bradys, the Athenian Coney Island, Running Fit, Bagger Daves, AT & T, Potbelly, Big Salad. Basically a list of all the places I have been eating.

Are there any questions?

CHAIRPERSON KRIEGER: That's it. All right. In the public is there remarks regarding this case?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, Mr. Walsh, from the city?

MR. WALSH: No comments at this time. Thank you.

CHAIRPERSON KRIEGER:

Correspondence?

MR. GERBLICK: In Case No. PZ14-0001, 62 were mailed, six returned mailed, zero approvals, zero objections.

CHAIRPERSON KRIEGER: Open it up to the board.

MR. SANGHVI: Thank you. I

appreciate your problem because your front faces the empty parking lot with empty stores.

MS. KLAETSCH: That's filled with piles of snow this high right now, yes.

MR. SANGHVI: I saw that. That is unfortunate this year we have had so much snow, it doesn't happen every year.

If I remember right, there used to be a sporting goods store in the same location many years ago. They did have a second sign on Crescent Boulevard. And I have no problem supporting your application. Thank you.

MS. KLAETSCH: That you.

CHAIRPERSON KRIEGER: Any other questions or a motion?

MR. IBE: I will take this. In Case No. PZ14-0001, Charles Schwab, I move that we grant the petitioner's request as

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requested, for the following reasons.
One, that the request is based upon circumstances or features that are exceptional and unique to the property and do not result from conditions that exist

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generally in the city or that are self-created.
The spokesperson for the petitioner has eloquently demonstrated reasons why this is unique.

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First, the location of the property itself, makes it such -- creates a difficulty for customers, patrons who need to do business here to find the location. And we have a good example of this snow that we have had this year and that obviously makes the visibility worse for the business.

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As a result, the uniqueness of the building and the location of this particular business makes it more important to grant the variance.

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The failure to grant relief will unreasonably prevent or limit the use of the property and will result in substantially more than a mere inconvenience or inability to attain a higher economic or financial return. Because Charles Schwab is in the business of entertaining customers. And if it has no customers, obviously there will be no Charles Schwab existing at Crescent

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Boulevard. So that makes it more important that the variance be granted. And further the grant of relief will not result in a use of structure that is incompatible and will not reasonably interfere with adjacent property or surrounding properties. And this will also insure that substantial justice is done to the applicant.

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And this is also consistent with the spirit of the zoning ordinance, therefore, I move that we grant the request as requested.

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MR. SANGHVI: Second.

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CHAIRPERSON KRIEGER: We have a motion and second, any other discussion?

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(No audible responses.)

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CHAIRPERSON KRIEGER: Seeing none, Ms. Pawlowski, will you call the roll.

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MS. PAWLOWSKI: Member Ferrell?

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MR. FERRELL: Yes.

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MS. PAWLOWSKI: Member Gerbluck?

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MR. GERBLUCK: Yes.

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MS. PAWLOWSKI: Member Ghannam?

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MR. GHANNAM: Yes.

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MS. PAWLOWSKI: Member Gronachan?

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MS. GRONACHAN: Yes.

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MS. PAWLOWSKI: Member Ibe?

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MR. IBE: Yes.

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MS. PAWLOWSKI: Chairperson

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Krieger?

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CHAIRPERSON KRIEGER: Yes.
MS. PAWLOWSKI: Member Sanghvi?
MR. SANGHVI: Yes.
MS. PAWLOWSKI: Motion passes
seven to zero.
CHAIRPERSON KRIEGER:
Congratulations.
That brings us to Case No.
PZ14-0002, for 1319 East Lake Drive.
You're an attorney?
No, a builder.
CHAIRPERSON KRIEGER: If you
could -- are both of you going to speak?
He's the homeowner.
CHAIRPERSON KRIEGER: Very good.
If you could just spell your name and be
sworn in by our secretary. Spell your name,
then he will swear you in.
MR. WYSE: Chris Wyse, C-h-r-i-s,
W-y-s-e.

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MR. GERBLICK: In Case No.
PZ14-0002, do you swear to tell the truth?
MR. WYSE: I do.
MR. GERBLICK: Thank you.
MR. WYSE: We're proposing to do
an addition off the back of the home.
Basically we are coming -- want to come right
off the back of the house on the one side,
then on the other it's a little more because
it's notched out there.
With the existing house, it's
located, we want to come right straight off
the back of it, so it won't really -- I mean,
we are too close to the lot, as it exists and
what we would like to do, and on the survey,
it does angle a little bit from the lot line,
so get a little bit closer to the lot line,
but it's coming straight off the back of the
home.
Right now the home is only a one
bedroom house with a small den/office area
and this would allow to put in two extra
bedrooms, and a future project, he would like
to put a detached garage in the back of the
lot, which if we jog the addition over into

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where the driveway is coming back, he
wouldn't be able to get a vehicle back in the
garage, and check the ordinances and codes
too, for the garage in the back, that would
all be -- all need setbacks and we would need
a variance for that. That's it.
CHAIRPERSON KRIEGER: That's it
right now?
MR. WYSE: Yes.
CHAIRPERSON KRIEGER: We have
lost our audience, so no audience
participation right now.
So Mr. Walsh?
MR. WALSH: Just one comment, if
the variance was to be granted this evening,
that the roof overhang is not to exceed

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16 inches.
CHAIRPERSON KRIEGER: And Member Gerblick, if you could read the correspondence.
MR. GERBLICK: In Case No. PZ14-0002, 33 were mailed, zero returned mailed, zero approvals, zero objections.
CHAIRPERSON KRIEGER: Very good. Open it up to the board.

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MR. GHANNAM: I have no problem with this request. It seems reasonable under the circumstances.
You know, again, so long as you comply with the other ordinances and so forth, I have no problem with this.
CHAIRPERSON KRIEGER: So for the overhang, that's what you are anticipating?
MR. WYSE: I want a clarification. Sixteen inches on the side or the back?
MR. WALSH: On the side towards the 3-foot sideyard.
MR. WYSE: Sixteen inches. We are going with what's existing there, I'm pretty sure it was one foot.
CHAIRPERSON KRIEGER: All set. Do I have a motion?
MS. GRONACHAN: I have a question for the city, and basically, it's just a brush-up on my safety, health safety and welfare.
Is there any issues with the fire department getting -- being that it's this close?

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MR. WALSH: Yes, I brought up the same concerns. The 10-foot and 11-foot -- actually 11.98 on the south side gives the fire department access around to the home.
MS. GRONACHAN: So there are no concerns?
MR. WALSH: No concerns.
MS. GRONACHAN: Thank you for the clarification. No further questions.
MR. GERBLICK: In Case No. PZ14-0002, I move that we grant the variance as requested with the additional limitation on the -- for the roof overhang not to exceed 16 inches from the exterior wall of the building or home.
This variance may be granted as practical difficulty exists due to the unique circumstances or physical conditions of the property such as the narrowness of the current lot and non-conforming structure on the lot.
The need is not self-created, again, due to the narrowness and non-conforming structure already on the lot. And the strict compliance with regulations

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governing area setback, frontage, height,

2 bulk, density and other dimensional
3 requirements will unreasonably prevent the
4 property owner from using the property for a
5 permitted purpose or will render conformity
6 with those regulations unnecessarily
7 burdensome.

8 The requested variance is the
9 minimum variance necessary to do substantial
10 justice to the applicant as well as other
11 property owners in the district and the
12 requested variance will not cause an adverse
13 impact on the surrounding property, property
14 values or the use and enjoyment of the
15 neighborhood or zoning district.

16 MS. GRONACHAN: Second.

17 CHAIRPERSON KRIEGER: I have a
18 motion and a second. Any other discussion?

19 (No audible responses.)

20 CHAIRPERSON KRIEGER: Seeing
21 none, if Ms. Pawlowski could call the roll.

22 MS. PAWLOWSKI: Member Ferrell?

23 MR. FERRELL: Yes.

24 MS. PAWLOWSKI: Member Gerblick?

25 MR. GERBLICK: Yes.

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1 MS. PAWLOWSKI: Member Ghannam?

2 MR. GHANNAM: Yes.

3 MS. PAWLOWSKI: Member Gronachan?

4 MS. GRONACHAN: Yes.

5 MS. PAWLOWSKI: Member Ibe?

6 MR. IBE: Yes.

7 MS. PAWLOWSKI: Chairperson

8 Krieger?

9 CHAIRPERSON KRIEGER: Yes.

10 MS. PAWLOWSKI: Member Sanghvi?

11 MR. SANGHVI: Yes.

12 MS. PAWLOWSKI: Motion passes
13 seven to zero.

14 MR. WYSE: Thank you.

15 CHAIRPERSON KRIEGER:

16 Congratulations.

17 That brings us to other matters,
18 election of officers. About that time. Yes,
19 Member Sanghvi?

20 MR. SANGHVI: If we are talking
21 about election of officers, I would like to
22 propose the name of Mr. Ferrell as the
23 chairman for the coming year, if that is
24 acceptable to him.

25 MR. FERRELL: Yes, it would be.

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1 MR. GHANNAM: Second that.

2 CHAIRPERSON KRIEGER: All in
3 favor aye?

4 MS. SAARELA: Yes.

5 CHAIRPERSON KRIEGER: So for
6 president Member Ferrell, as acting chairman.

7 MR. SANGHVI: May I propose the
8 name of Mr. Gerblick as the vice chair for
9 the ensuing year, if that is acceptable to
10 him.

11 MR. IBE: Second.

12 MR. SANGHVI: Don't give him a

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chance to say no.
MR. GERBLICK: That's acceptable.
Thank you.
MR. SANGHVI: The third person I was going to recommend, he's not here today. So in his absence I would like to suggest the name of Mr. Gedeon as the secretary for the next year.
MS. SAARELA: I believe that he has resigned from the ZBA as of last week.
MS. GRONACHAN: Can we table that part of it?
MR. GHANNAM: Someone has to be secretary.
MS. GRONACHAN: I know, but we can --
MR. IBE: We can nominate David.
MR. GHANNAM: I don't know how to type.
MR. SANGHVI: Kidding aside, until such time as we have another one as a permanent member, would you mind being the secretary temporarily?
MR. IBE: Second.
MR. GHANNAM: I have no problem serving with the board. I serve at the behest of Member Sanghvi.
MS. GRONACHAN: Did you know what the new rules are as the temporary secretary, you have to bring hors d'oeuvres next month. That's what the old board used to do. Back when I was on the board before, they used to do that.
MS. SAARELA: What's going on with this temporary secretary issue?
MR. GHANNAM: I don't that there can be a temporary.
MS. SAARELA: At this point, I mean, temporary until when? I mean, we can't indefinitely, you know, table that.
MR. SANGHVI: Are you able to act as temporary until such time --
MR. GHANNAM: She is saying there is no temporary. You either have to elect a secretary --
MR. SANGHVI: We can elect you and then you can resign if you want.
CHAIRPERSON KRIEGER: Do you accept secretary?
MR. GHANNAM: I will do it if no one else wants it. I have no problem.
MR. IBE: I second it.
MS. GRONACHAN: I third it.
MR. SANGHVI: Mr. Ghannam has agreed to be secretary. Thank you.
MR. GERBLICK: Should we make a motion on these?
MR. GHANNAM: Can we make a motion on all three?
MR. SANGHVI: It's already done.
MS. SAARELA: You should do each

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one separately so you have all your
nominations, all your seconds.

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MR. SANGHVI: I propose a slate
as Mr. Ferrell as the chairperson,
Mr. Gerblich as the vice chair and my friend
Mr. Ghannam as the secretary.
MS. GRONACHAN: Second.
MR. GERBLICK: Are we doing this
separately?
MS. SAARELA: Are we doing it
separately?
MR. GERBLICK: Do you want it
separate?
MS. SAARELA: I guess we could
try it as a slate, if it passes through as
slate fine, if it doesn't --
CHAIRPERSON KRIEGER: Do it as a
slate then.
MS. GRONACHAN: Second.
CHAIRPERSON KRIEGER: We have
second.
All in favor say aye.
THE BOARD: Aye.
CHAIRPERSON KRIEGER: Any
opposed?
(No audible responses.)
CHAIRPERSON KRIEGER: Seeing none

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opposed, that's how it is.
Question, this year we will also
have a class again sometime?
MS. SAARELA: At some point we
usually do. No one has requested or set a
date for that at this point. I think that --
that has usually been around April or
something.
Let me see. I could tell you
when it was last year. February last year.
It's just a refresher.
MS. PAWLOWSKI: I also wanted to
mention that there are no cases for next
month, so March 11 no ZBA.
MR. IBE: Thank you very much.
CHAIRPERSON KRIEGER: See you all
in April, okay, unless otherwise notified.
So a motion to adjourn then?
MR. SANGHVI: May I say
something. I would like to thank you and the
vice chair and the secretary for their
service and doing an excellent job under the
circumstances.
CHAIRPERSON KRIEGER: Thank you.
MS. GRONACHAN: I would just like
to thank you all of you for your help and
support as the newest member of the board.
I'm thrilled to be back.
And I didn't get to see all of
you last month, so I'm just glad to be here.
MR. FERRELL: Welcome.
MS. GRONACHAN: Now I can make a
motion to adjourn.

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MR. SANGHVI: So moved to
adjourn.
CHAIRPERSON KRIEGER: All in
favor say aye.
THE BOARD: Aye.
CHAIRPERSON KRIEGER: None
opposed, very good. We are adjourned.
(The hearing was adjourned at 8:40 p.m.)
*** ** **

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1 STATE OF MICHIGAN)
2) ss.
3 COUNTY OF OAKLAND)
4 I, Jennifer L. Wall, Notary Public within and for the
5 County of Oakland, State of Michigan, do hereby certify that the
6 witness whose attached deposition was taken before me in the
7 above entitled matter was by me duly sworn at the aforementioned
8 time and place; that the testimony given by said witness was
9 stenographically recorded in the presence of said witness and
10 afterward transcribed by computer under my personal supervision,
11 and that the said deposition is a full, true and correct
12 transcript of the testimony given by the witness.
13 I further certify that I am not connected by blood or
14 marriage with any of the parties or their attorneys, and that I
15 am not an employee of either of them, nor financially interested
16 in the action.
17 IN WITNESS THEREOF, I have hereunto set my hand at the
18 City of Walled Lake, County of Oakland, State of Michigan.

21 _____
Date Jenni fer L. Wal l CSR-4183
22 _____
Oakl and County, Mi chi gan
My Commi ssi on Expi res 11/12/15

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