REGULAR MEETING - ZONING BOARD OF APPEALS
CITY OF NOVI
Tuesday, October 8, 2013

Proceedings taken in the matter of the ZONING BOARD OF APPEALS, at City of Novi, 45175 West Ten Mile Road, Novi, Michigan, on Tuesday, October 8, 2013

BOARD MEMBERS
Linda Krieger, Chairperson
James Gerblick
Mav Sanghvi
Jeffrey Gedeon
David Ghannam
Brent Ferrell

ALSO PRESENT: Charles Boulard, Community Development Director
Beth Saarela, City Attorney
Coordinator: Angela Pawlowski, Recording Secretary

REPORTED BY: Jennifer L. Wall, Certified Shorthand Reporter

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Novi, Michigan.

Tuesday, October 8, 2013

7:00 p.m.

** ** **

CHAIRPERSON KRIEGER: Good evening and welcome to the October 8th, 2013 Novi Zoning Board of Appeals meeting, and Member Gedeon, if you will lead us with the
(Pledge of Allegiance recited.)

CHAIRPERSON KRIEGER: Ms. Pawlowski, would you call the roll.

MS. PAWLOWSKI: Member Ferrell?

MR. FERRELL: Here.

MS. PAWLOWSKI: Member Gedeon?

MR. GEDEON: Here.

MS. PAWLOWSKI: Member Gerblick?

MR. GERBLICK: Here.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: Here.

MS. PAWLOWSKI: Member Ibe is absent, excused.

CHAIRPERSON KRIEGER?

CHAIRPERSON KRIEGER: Present.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: Here.

CHAIRPERSON KRIEGER: We have a quorum. And tonight the Rules of Conduct, there is a copy in the back of the agenda as well, if anyone had any questions.

The approval of the agenda, is there any additions or subtractions?

MS. PAWLOWSKI: Yes, Case No. PZ13-0052 at 210 North Haven Drive, have asked to be postponed to the November 19 meeting.

CHAIRPERSON KRIEGER: Okay. Do
we have a motion to do so or a second?

MR. GHANNAM: So moved, I will
move to adjourn it to the next meeting.

MR. SANGHVI: Second.

CHAIRPERSON KRIEGER: Okay. So
for the agenda then, we have No. 5 tabled to
November 19. We have a motion and a second,
all in favor say aye.

THE BOARD: Aye.

CHAIRPERSON KRIEGER: Any
opposed?

(No audible responses.)

CHAIRPERSON KRIEGER: None
opposed, we have an agenda.

Any public remarks? Anyone
that has anything to talk about except for
the agenda that we have, come to the podium.

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing
none, we will close public input.

Approval of the minutes for
August 13th, 2013.

MR. SANGHVI: Nothing to add.

CHAIRPERSON KRIEGER: No
additions or --

MR. SANGHVI: I can't think of
any, no. I make a motion to approve the
minutes.

MR. FERRELL: Second.

CHAIRPERSON KRIEGER: All in
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favor say aye.

THE BOARD: Aye.

CHAIRPERSON KRIEGER: Any opposed?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, we have the minutes approved for August.

Which brings us to our first case, No. PZ13-0036, for Feldman Automotive on Grand River, 42355. If the petitioner could come to the podium and state your name and spell it for the court reporter.

I guess we'll put that until -- Mr. Boulard?

MR. BOULARD: As you may recall, this was a case that the applicant had asked to have delayed a couple of times. Our understanding I believe is we were going to receive some more information from them, which we did not. So we haven't heard this from them at this point, so for whatever it's worth.

MS. KRIEGER: Then maybe a motion -- at the end if they don't show up, to table it until the November meeting?

MR. BOULARD: Sure.

CHAIRPERSON KRIEGER: So I will call the Next Case, No. PZ-0049, 31215 Novi Road, Maple Manor Rehab Center.
If you would come to the podium, state your name, and spell it for our court reporter and present your case.

MR. PODINA: My name is Jeff Podina, P-o-d-i-n-a.

CHAIRPERSON KRIEGER: Are you an attorney?

MR. PODINA: No, I'm the signage contractor.

CHAIRPERSON KRIEGER: We will have our secretary swear you in.

MR. GEDEON: In Case No. PZ13-0049, do you swear to tell the truth?

MR. PODINA: I do.

MR. GEDEON: Thank you.

CHAIRPERSON KRIEGER: Go ahead.

MR. PODINA: Basically the owner is requesting an additional sign on Novi Road. Originally they wanted the sign at the corner of Novi and Fourteen Mile. As you know there is a city sign there. And the city had requested that they did not put their sign there. So he wanted an additional sign, one on each driveway, but I guess he was granted this prior to the construction with his PRO to have two signs.

I'm not sure if you can see it on here. He's requesting one on each driveway. And as I said, he originally had...
been approved for this on his PRO, to have --
to be allowed two signs.

One sign is within the
three-foot setback on the northern driveway,
but on the southern driveway, it's about zero
setback, so he's basically requesting the one
additional sign at a zero setback.

CHAIRPERSON KRIEGER: Okay.

Thank you.

MR. PODINA: I think that's it.

CHAIRPERSON KRIEGER: Okay.

Anybody in the audience have anything to have
input?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing no
input, from our city, Mr. Boulard?

MR. BOULARD: Just a point of --
little bit of clarification. As part of the
PRO process, the corner sign for the welcome
to the city, that was part of that public
benefit for that.

And while the gentleman is
correct, that the signs were shown on the
site plan, the signs are always exempt from
the site plan approval, that's why they're
here.

And so you have a copy of
the -- you have a copy of the proposed sign.
I believe there is also copies
of the original requested location, which was
at the corner next to the city sign, and then
on the foldout sheet, you have the requested
locations for the two signs that are in the
variance.

So the variances for the extra
sign -- and also because of the configuration
of the road, where the sidewalk sits and the
entrances and so on, they have asked for the
variance to allow the signs to be up to the
property line.

Did I correctly represent
that?

MR. PODINA: That is correct.
Thank you.

MR. BOULARD: Thank you.
CHAIRPERSON KRIEGER: All right.
And also open it up to the board for
questions.

CHAIRPERSON KRIEGER: Member
Sanghvi?

MR. SANGHVI: Thank you. What
kind of facility is this?

MR. PODINA: It is a rehab
center.

MR. SANGHVI: What kind of rehab
center?

MR. PODINA: I'm not exactly
sure.

MR. SANGHVI: This is so huge.
Is it a nursing home?
MR. PODINA: I believe it may be. I'm not exactly sure.

MR. SANGHVI: If you don't know, who knows about it?

MR. PODINA: The owner knows about it. I thought he was going to be here today. I guess he couldn't make it. It's just a medical rehabilitation center.

MR. SANGHVI: I see.

And secondly, the picture here we have got is quite misleading. This was taken at the time of the construction that was going on. It doesn't look like that anymore. I was there a couple of days ago.

It looks like a nice, beautiful facility. It doesn't look like anything what you have in the packet. The building is all done.

And to be honest, I don't think a Novi sign is blocking anything there. But they have two -- I mean, the entrance and the exit way, and if they want two signs, I can understand that. Thank you.

CHAIRPERSON KRIEGER: Member Gerblick?

MR. GERBLICK: I have a question.

For the one sign that you have a zero setback on, is there anything that's obstructing that sign from being moved to the minimum three feet?

MR. PODINA: It would have to be
put into the parking lot. Right now it's in
the green belt and that's the only area to
put it there. Any further back would be in
the parking lot.

MR. GERBLICK: Thank you.
CHAIRPERSON KRIEGER: Yes?
MR. GEDEON: My question is
directed towards the city.

Do we need to concern
ourselves about the construction of the sign,
if it's -- we are allowing it to be closer to
the right-of-way? You, know, do we need to
be concerned about if it's, you know, for
safety issues for being closer to the road,
or is that something that other departments
in the city worry about?

MR. BOULARD: My understanding is
that those concerns come into play once this
sign or object is in the right-of-way.

Where if it was in the
right-of-way, there would be a licensing
requirement from the city, and also would
have to be break away, and things like that,
but once we are out of the right-of-way,
that's not a concern.

MR. GEDEON: Thank you. I don't
have a problem with this request.
CHAIRPERSON KRIEGER: Yes?
MR. GHANNAM: I just have a
question for the city.
What is the clear zone area?

What does that mean?

MR. BOULARD: The clear zone area is basically a triangle that allows folks in vehicles to see the oncoming traffic and so on.

Depending on the location and the size, whether it's a driveway or a street, that can differ.

In this particular case, the sidewalk is set. The sidewalk is not right at the property line or the edge of the right-of-way line, so there is some additional space there. So folks can see the traffic that's coming in and --

MR. GHANNAM: Will either of these signs obstruct that view? Is that a problem?

MR. BOULARD: Yes, in moving to -- in moving up to the setback, the sign would -- the signs would be in that -- potentially be that clear view area.

MR. GHANNAM: One or both of them?

MR. BOULARD: I believe both.

MR. GHANNAM: And the variance to -- I think that's all the questions I have. That's all the questions I have.
Thank you.

CHAIRPERSON KRIEGER: I drove by there today. I guess it would be a different scenario if it was snow covered you couldn't see the sidewalks and the curb, when you have zero setback to the street. When I drove by, it doesn't seem like it would be an obstacle. So that was observation.

Sir, do you have a comment?

MR. EVANGELISTA: I'm just here available for any questions. I'm the developer of Maple Manor Rehab Center. Marcus Evangelista.

CHAIRPERSON KRIEGER: We might as well swear you in then.

Could you spell your name.

MR. EVANGELISTA: Marcus, M-a-r-c-u-s, Evangelista, E-v-a-n-g-e-l-i-s-t-a.

MR. GEDEON: In Case PZ13-0049, do you swear to tell the truth?

MR. EVANGELISTA: Yes, I do.

CHAIRPERSON KRIEGER: Member Sanghvi, do you have a question regarding what type of rehab?

MR. SANGHVI: What kind of facility is this going to be?

MR. EVANGELISTA: Maple Manor Rehab Center, it's going to be an 85 bed nursing facility. It's skilled. We
predominately do short-term rehab, as well as assisted living and some long-term care. So it's a combination of things, but mostly short-term rehab.

MR. SANGHVI: You aren't associated with any hospital?

MR. EVANGELISTA: No, we are not. Maple Manor is a family owned and operated company. My mom and dad are both doctors. We are very hands-on. We run the nursing home every day.

We have an existing nursing home in the City of Wayne, called Maple Manor of Wayne. It's a 100 bed facility and we have been consistently ranked as one of the top facilities in Michigan. We've had our last survey in 2013 was a perfect score, with zero citations. And we received a perfect score in 2004, 2007, 2008, 2010, in 2011 and now in 2013.

We also are five-star rated by Medicare. We have been five star in 2007, 2008, '09, '12 and '13. We expect to bring the same high quality of care to the City of Novi.

MR. SANGHVI: Thank you.

MR. GEDEON: One question for you.

Would you anticipate the drivers coming into your facility and using
your parking lot to have any driving issues that, you know, a normal population wouldn't have?

MR. EVANGELISTA: No, I don't think so. A lot of our -- obviously a lot of the residents stay there on a permanent basis or least for 100 days of care, then those -- that have long-term care will stay there until their end stage of their life. They will have visitors, usually, you know, here and there, but some people don't even have visitors.

So it is -- will there be a parking or congestion issues, I don't think so. And I think we have had traffic studies done during site plan approval, so I think we should be okay.

MR. GEDEON: Thank you.

CHAIRPERSON KRIEGER: Before we do, if you could read into the minutes. I forgot that.

MR. GEDEON: In Case No. PZ13-0049, there were 16 notices mailed out, three returned, zero approvals and zero objections.

CHAIRPERSON KRIEGER: Go ahead.

MR. GEDEON: In Case PZ13-0049, Maple Manor Rehab Center, I move to approve the variances as requested.

The request is based upon
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 self-created. Specifically the applicant noted that the ideal location for a ground sign is occupied by the City of Novi sign. Additionally the angle, nature of the main road prevents the second sign from having proper setback.

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.

The grant of relief will not result in the use of structure that is incompatible with or unreasonably interferes with adjacent or surrounding properties, will result in substantial justice being done to both the applicant and adjacent or surrounding properties and is not inconsistent with the spirit of the ordinance.

MR. GERBLICK: Second.

CHAIRPERSON KRIEGER: 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 Gedeon?

MR. GEDEON: Yes.

MS. PAWLOWSKI: Member Gerblick?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: Yes.

MS. PAWLOWSKI: Chairperson Krieger?

CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: Yes.

MS. PAWLOWSKI: Motion passes six to zero.

CHAIRPERSON KRIEGER: Congratulations.

MR. PODINA: Thank you very much.

CHAIRPERSON KRIEGER: That brings us to our next case, PZ13-0050, for 25795 Meadowbrook Road.

If you could state your name and be sworn in with our secretary.

MR. HADLEY: My name is Lawrence D. Hadley, L-a-w-r-e-n-c-e, D, and last name Hadley.

MR. GEDEON: In Case PZ13-0050, do you swear to tell the truth?

MR. HADLEY: I do.
CHAIRPERSON KRIEGER: Go ahead.

MR. HADLEY: Asking for our renewal of the temporary variance, we have here for -- this is 50, right?

CHAIRPERSON KRIEGER: Yes.

MR. HADLEY: For our property on Meadowbrook Road.

The issue we have got is a large wetland and a berm is in front of us and the building -- the lease spaces are in the back.

And so if we were to adhere to the ordinance and just keep the sign on the actual -- the distance allowed, from the building, wouldn't be visible from the road because of that blockage.

And the complex remains stubbornly vacant. It was 40 percent vacant when I came here last year. It's 20 percent vacant this year.

I just signed for 9,000 square feet to QNX and their subsidiary Blackberry, so we are holding our breath on that one.

And, you know, the market is coming back slowly but surely, but we need the visibility being able to have the lease sign on the road for a while.

CHAIRPERSON KRIEGER: Is that it?

MR. HADLEY: Yes, ma'am.
CHAIRPERSON KRIEGER: Is there anybody in the public that has a comment?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, Member Gedeon, could you read in the minutes.

MR. GEDEON: In Case PZ 13-0050, there were 16 notices mailed, two returned mails, zero approvals, zero objections.

CHAIRPERSON KRIEGER: Mr. Boulard?

MR. BOULARD: Nothing to add.

CHAIRPERSON KRIEGER: Okay. Open it up to the board for questions.

MR. GHANNAM: Why is it that you can't have a 16 square foot sign as opposed to the one you're proposing?

MR. HADLEY: I don't think our issue is with the square footage of the sign, it's with the placement of the sign.

I believe the issue -- I think our sign conforms to the area. It's the --

the issue is the -- we have to put the building -- put the sign way back in the back of the property behind the signal tenant building there and it wouldn't be visible from the road because of the way the property slopes.

MR. GHANNAM: My understanding, and maybe I'm wrong, is that this is just for a larger sign than what they're entitled to
as opposed to the placement, is that accurate?

MR. BOULARD: It is a larger sign and the placement.

MR. GHANNAM: It's both?

MR. BOULARD: Yes. Yes, the same section of the ordinance governs the maximum size. It is oversized by eight square feet.

MR. HADLEY: I see.

MR. GHANNAM: Why can't you have the allowed square footage of sign in that space?

MR. HADLEY: That had not come up as an issue before. I guess there would be no reason not to have four by four, versus a four by six sign.

MR. GHANNAM: Well, I mean that's what we have to consider. Whether your circumstances -- that would justify relief from the ordinance.

MR. HADLEY: I mean, the circumstances are just really the topography of the property, which limits the -- obstructs the visibility.

And when you are on Meadowbrook Road, people are going by very fast in their cars.

So if you could have a four by six sign instead of a four by four sign, you have got a better shot of someone seeing it
and sticking in their mind, maybe coming back and making note of the phone number, what have you, to call me -- my cellphone number is on there and I get calls on my properties, you know, morning, noon and night from people, and having the visibility when you're on a main road like that, is important. Both the size of the sign and its placement.

MR. GHANNAM: That really goes more towards the placement, does it not?

MR. HADLEY: Yes, but having a larger sign because it's on a main road, hopefully grabs the motorist's attention because they're zooming by at 40 miles an hour on Meadowbrook as opposed to just going through the office park at 20 or 25.

MR. GHANNAM: I understand bigger is better. We hear that all of the time.

I'm just trying find out if there is any significant difference in your case, that's all.

MR. HADLEY: For us, bigger is better because it's on a main road.

MR. GHANNAM: Gotcha. Thanks.

CHAIRPERSON KRIEGER: Yes?

MR. GEDEON: There is -- the sign is already in place, right, this is a renewal of a prior variance.

MR. HADLEY: Yes.

MR. GEDEON: So presumably the
sign that's there is the 24 square feet?

MR. HADLEY: Yes, sir.

MR. GEDEON: So if we required you to comply with the 16 square feet you would have to put a new sign up?

MR. HADLEY: Yes, sir.

MR. GEDEON: Thank you.

MR. SANGHVI: How long have you had that sign there?

MR. HADLEY: I've only come to this meeting once or twice myself. I don't know the history of it. I'm sorry. I don't know how long.

MR. SANGHVI: Five years?

MR. HADLEY: Possibly.

MR. SANGHVI: What do you call a temporary sign, five years?

MR. HADLEY: I guess we just got to keep hoping for the market to get to the point where that variance isn't necessary.

MR. SANGHVI: So let me ask it another way. What else are they doing about leasing this place other than the sign?

MR. HADLEY: We have this property listed on a very expensive proprietary website called Loopnet. That's also on Costar. I do email blasts. I'm a spammer, but only people that want it, and they can opt out.

I do -- I go to office
buildings and drop off flyers to get people's -- try to get people's attention.

So we were taking a very active approach to market the property.

I'm not spamming emails, by the way.

MR. SANGHVI: Thank you.

MR. HADLEY: It's only the people that signed up.

CHAIRPERSON KRIEGER: Okay.

MR. GEDEON: I think you said that you estimated you had 20 percent -- did you say 20 vacancy or 20 occupancy?

MR. HADLEY: Vacancy. About 60,000 square feet of multi-tenant space and about 12,000 square feet of vacancy.

MR. GEDEON: You know, what percentage of occupancy would you need to have to take down the sign?

MR. HADLEY: 90 or 95 probably.

I'm not the owner, so that decision wouldn't be mine. I'm only guessing.

MR. GEDEON: Does that ever happen with office buildings, is that ever that low on occupancy?

MR. HADLEY: Yes, I've got a building in Troy that's full.

MR. GEDEON: Thank you.
MR. GERBLICK: If the board were inclined to grant the variance, would you be willing to reduce the sign in that --

MR. HADLEY: That's not my decision to make.

I mean, obviously, I'm the owner's representative here. That question has never even come up.

Obviously we will have to comply with whatever the board decides, if it's going -- will cost money to remake the sign, 200 bucks, and I guess I don't -- that would not be my first choice, obviously. It would cost him money to have to redo the sign.

MR. GERBLICK: Thank you.

MS. SAARELA: I just wanted to remind the board that you can grant a lesser variance without having the applicant approval.

CHAIRPERSON KRIEGER: Thank you.

It is nice to see that it went from -- you said 40 percent to 20 percent?

MR. HADLEY: Uh-huh.

CHAIRPERSON KRIEGER: Okay.

MR. GEDEON: I'll make a motion to approve this.

CHAIRPERSON KRIEGER: For a certain amount of years?

MR. GEDEON: Yes.
In Case PZ13-0050, I move to approve the variance as requested, for both the placement and the oversized sign for one year.

The 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 self-created.

Specifically, the applicant noted a wet area of wetlands that prevents proper placement of the signage, as well as the placement near the main road, which would benefit from a larger size sign.

The failure to grant relief will unreasonably prevent or limit the use of the property and will result substantially in more than a mere inconvenience or inability to attain a higher economic or financial return.

The grant of relief will not result in a use of structure that is incompatible with or unreasonably interferes with adjacent or surrounding properties and result in substantial justice being done to both the applicant and the adjacent or surrounding properties and is not inconsistent with the spirit of the ordinance.
MR. FERRELL: 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 Gedeon?

MR. GEDEON: Yes.

MS. PAWLOWSKI: Member Gerblick?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: No.

MS. PAWLOWSKI: Chairperson Krieger?

CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: No.

MS. PAWLOWSKI: Motion passes four to two.

CHAIRPERSON KRIEGER: You're here for the next case as well?

MR. HADLEY: Yes, ma'am.

CHAIRPERSON KRIEGER: Next case is PZ13-0051 41200 Bridge Street.

If you could repeat -- Ms. Wall, you need the name again?

MS. WALL: No.

MR. GEDEON: In PZ13-0051, do you
18 swear to tell the truth?
19                         MR. HADLEY: I do.
20                         CHAIRPERSON KRIEGER: Thank you.
21                         CHAIRPERSON KRIEGER: The issue here is partial topography, and
22                         again partial placement.
23                         The property is located on
24                         Bridge Street just east of Meadowbrook.
25                         Because of the berm that exists in that park
26                         between Meadowbrook and the building, a sign
27                         for the property directly in front of the
28                         building within the distance allowed would
29                         not be visible from the road.
30                         And so therefore, again the
31                         same issue of placement and size of the sign
32                         because of the main road for that building,
33                         too. That building has done a little bit
34                         better, but we have still got -- we had one
35                         tenant expand. We haven't signed any new
36                         leases in that building this year, so we are
37                         still at about 20 percent vacant in that
38                         complex as well.
39                         CHAIRPERSON KRIEGER: Okay.
40                         Anyone in the audience have any comments?
41                         (No audible responses.)
42                         CHAIRPERSON KRIEGER: Seeing
43                         none, if Member Gedeon could read in the
44                         minutes.
45                         MR. GEDeon: In Case No.
46                         PZ13-0051, there was 20 notices mailed, three
47                         returned mails, zero approvals, zero
objections.

CHAIRPERSON KRIEGER: Mr. Boulard?

MR. BOULARD: Stand by for questions.

CHAIRPERSON KRIEGER: Open it up to the board.

MR. GEDEON: Which road does this sign face?

MR. HADLEY: This sign faces the east side of Meadowbrook Road because this building is on the north side of Bridge Street, just a couple hundred yards east of Meadowbrook Road.

MR. GEDEON: So is it viewable from Meadowbrook, not from the freeway?

MR. HADLEY: Yes, sir.

MR. GEDEON: Thank you.

CHAIRPERSON KRIEGER: You have an occupancy for this site?

MR. HADLEY: We are about 80 percent here by virtue, and again we were like at a 60 or 70 last year, but by virtue of expansion, no new leases. It's just -- it's slow but sure, but it's stubborn.

CHAIRPERSON KRIEGER: That's the same thing but for a second time that you had come before us?

MR. HADLEY: Yes. I have been here a couple times.
MR. GERBLICK: Seeing that this case isn't very different from the case we just had, I'd be prepared to make a motion.

CHAIRPERSON KRIEGER: Okay.

MR. GERBLICK: In Case No. PZ13-0051, I move that we grant the variance as requested, as the requested variance is based on circumstances or features that are exceptional and unique to the property and do not result from conditions that generally exist in the city or that are self-created. Specifically, with the large berm, and the topography of this particular site.

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.

The grant of the relief will not result in a use of structure that is incompatible with or unreasonably interferes with adjacent or surrounding properties, will result in substantial justice being done to both the applicant and adjacent or surrounding properties and is not inconsistent with the spirit of the ordinance.

CHAIRPERSON KRIEGER: Yes, Mr.
Boulard?

MR. BOULARD: Was there a time

limit?

MR. GERBLICK: I'd like to limit

the time of the sign to one year.

MR. BOULARD: Thank you.

MR. GEDEON: I will second.

CHAIRPERSON KRIEGER: Have a

motion and a second.

Any other comments?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing

none, if Ms. Pawlowski could call the roll.

MS. PAWLOWSKI: Member Ferrell?

MR. FERRELL: Yes.

MS. PAWLOWSKI: Member Gedeen?

MR. GEDEON: Yes.

MS. PAWLOWSKI: Member Gerblick?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: No.

MS. PAWLOWSKI: Chairperson

Krieger?

CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: No.

MS. PAWLOWSKI: Motion passes

four to two.

CHAIRPERSON KRIEGER: See you

next year.
MR. HADLEY: Hopefully not.

Thank you very much for your time this evening.

CHAIRPERSON KRIEGER: Good luck.

That bring us to Case No. PZ13-0053, for 44175 West Twelve Mile Road, Black Rock Bar and Grill.

If you could state your name, spell it and then be sworn in by our secretary.

MR. MORGANROTH: Hello, my name is Lonny, L-o-n-n-y, Morganroth, M-o-r-g-a-n-r-o-t-h. I own the Black Rock.

MR. GEDEON: In Case No. PZ13-0052, do you swear to tell the truth?

MR. MORGANROTH: I do.

MR. GEDEON: Thank you.

CHAIRPERSON KRIEGER: Go ahead.

MR. MORGANROTH: I haven't really done this before. So I mean, Black Rock opened its doors in April. We are a professional restaurant serving everything from frozen cokes to filets, so we take care of little kids. We take care, you know, of everybody really.

But we are a professional environment with a professional business.

I don't know if you saw on Channel 4, but we did win the number one steakhouse in Michigan. We are happy to
bring that to Novi.

We constructed through the building department and prior site plans a permanent structure, an awning roof and walls, same identical company that made ours made Diamond Jim Brady's. They use theirs year-round and with our volume of business, we'd like to use ours in the same fashion they do.

It would be inside of our unit itself. We would expand on the footprint that we've already got and it would be heated and enclosed, you know, inside of the room that was made.

I don't know what else you want me to say. Answer any questions really.

CHAIRPERSON KRIEGER: Thank you very much. Is there anybody in the public that has any comments?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, Mr. Boulard?

MR. BOULARD: Thank you. This is a -- we've seen a couple, as Joe mentioned, this is the second one that we have seen of these kind of hybrid outdoor spaces that are heated, enclosed, comfortable nearly all the year.

The original ordinance restriction and the ordinance limitations
were, you know, for an open, unenclosed, unheated area, where you might have patio seating. The idea was that the patio chairs and tables wouldn’t be all covered with snow all winter long.

This is a completely different situation. And for that reason we would wholeheartedly support this.

CHAIRPERSON KRIEGER: Thank you.

Mr. Gedeon, if you can read into the minutes.

MR. GEDEON: In Case PZ13-0053, there were 27 notices mailed, three returned mails, zero approvals and zero objections.

CHAIRPERSON KRIEGER: All right.

We will open it up to the board for questions.

Go ahead.

MR. GHANNAM: I have taken a look at the the plans. They do seem reasonable. The structure will be protective. It is kind of unique because most people don’t have the type of structure and enclosures you have. I don’t see any problem with it and I will be supporting it.

MR. MORGANROTH: Thank you.

MR. SANGHVI: I have no problem so long as people are preparing to freeze, unless the weather changes in Michigan.
MR. MORGANROTH: I didn't understand.

CHAIRPERSON KRIEGER: It's going to be heated though?

MR. MORGANROTH: Yes.

CHAIRPERSON KRIEGER: It will be different from inside or how would you know you're in a patio?

MR. MORGANROTH: You haven't been there yet, no?

CHAIRPERSON KRIEGER: I drove by, but I couldn't tell the environment.

MR. MORGANROTH: Well, I mean, it's got -- have you been to Diamond Jim Brady's? They have the identical.

It's a canvas awning. We have electronic motorized walls that drop open and closed. And it's fully enclosed. We have got three bids on the heating. And a professional heating company came out, put bids on, you know, making it warm.

I mean, obviously if it's too cold, we are not going to sit anyone out there if it's too cold anyway. Because the only thing people will be is upset.

But for that are not overly dramatic on cold, you know, we're -- it heats up to appropriate. If it's okay, we will do it. If not we wouldn't want to do that to
our customers. We want to be a long-term business.

CHAIRPERSON KRIEGER: For like next summer when the awning goes up, is it raised, or come down, you a have fence around.

MR. MORGANROTH: Like the remote control on the TV, we hit a button the curtains go up, and it is fully fenced in. That we also do because the liquor control commission -- the liquor doesn't leave the patio.

They did a real nice job on the -- it's a beautiful patio.

CHAIRPERSON KRIEGER: I drove by. It looks very nice. Thank you.

MR. MORGANROTH: Thank you.

MR. GERBLICK: I'm prepared to make a motion.

Case No. PZ13-0053, I move that we grant the variance as requested, as there are unique circumstance or physical conditions to the property, as it's already constructed, covered, heated area.

The need is not self-created. Certain compliance with regulation governing area, setback, frontage, height, bulk, density or other dimensional requirements will unreasonably prevent the property owner from using the property for a permitted
purpose, or render conformity with those
regulations unnecessarily burdensome.

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

MR. FERRELL: 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 Gedeon?

MR. GEDEON: Yes.

MS. PAWLOWSKI: Member Gerblick?

MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?

MR. GHANNAM: Yes.

MS. PAWLOWSKI: Chairperson
Krieger?

CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?

MR. SANGHVI: Yes.
MS. PAWLOWSKI: Motion passes six to zero.

CHAIRPERSON KRIEGER: Congratulations.

MR. MORGANROTH: Thank you very much. Black Rock appreciates being part of your community.

CHAIRPERSON KRIEGER: That brings us now to Case No. PZ13-0055, 42705 Grand River Avenue, for Joe and Aldo's Italian Tavern and Andiamo.

MS. COLLINS: My name is Linda Collins, L-i-n-d-a, C-o-l-l-i-n-s.

MR. GEDEON: In Case PZ13-0055, do you swear to tell the truth?

MS. COLLINS: I do.

MR. GEDEON: Thank you.

MS. COLLINS: I'm representing Joe Vicari and the Andiamo Restaurant Group. We have gone through a concept change with the restaurant, Andiamo, to a more casual, family friendly concept by the name of Joe and Aldo's.

And we are requesting a variance for a permanent sign on the side of the building.

If I did this right, you can see it. We have a 20,000 square foot building, 10,000 square feet on the first floor would occupy Joe and Aldo's. The
second floor is the Andiamo Banquet and Event Center.

And so the permanent sign that we need would be on the second floor side of the building, the north side of the building.

CHAIRPERSON KRIEGER: That's it?

MS. COLLINS: That's it. Joe Vicari at the last minute couldn't come, so I'm not quite sure what other information you need from me. But I would be happy to answer any questions that you have.

CHAIRPERSON KRIEGER: Okay.

Anybody in the audience have any comments?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, Mr. Boulard?

MR. BOULARD: Just one point.

I'm not sure if the sign on the entrance canopy was removed when you all were out there, but if it wasn't or hasn't, our understanding is that that is in the process of being removed, and so the signs that are outlined here are the only signs that would be on the building for Joe and Aldo's.

MS. COLLINS: The main entrance, is that what you're speaking of? The main entrance to the building has over the front door a little etched sign that says Joe and Aldo's. It's kind of attached to the front facia.
MR. BOULARD: There were letters that stood up above, and those letters, as I understand, are gone or are going to be gone.

MS. COLLINS: They are not gone because I'm an honest person and they are there.

MR. BOULARD: But they are going to be. Not the ones on the face, the ones that stand up above the -- there were -- I'm not sure if you saw them, there were some letters that stood above -- stood up from the top of the canopy as opposed -- from the entryway instead of applied to it.

MS. COLLINS: You're right. They are on -- they are kind of affixed to the top of the entranceway. I wish I knew the technical terms for everything.

CHAIRPERSON KRIEGER: But they have been removed or will be removed?

MS. COLLINS: They have not been removed and I'm not sure if that's happening.

MR. BOULARD: That's what was represented in the application. The application is just for the two signs, that's why I --

MS. SAARELA: They will have to be removed. We do have a court order entered to be removed.

CHAIRPERSON KRIEGER: Open it up.
to the board for questions.

Are you done, Mr. Boulard?

MR. BOULARD: Yes, thank you.

MR. GEDEON: In Case No.
PZ13-0055, there were 14 notices mailed, zero return mail, zero approvals, zero objections.

CHAIRPERSON KRIEGER: Very good.

MR. GHANNAM: I just have some questions for Mr. Boulard.

What they're requesting, so I understand is two second floor signs instead of a first floor and the second floor?

MR. BOULARD: There is a sign that's -- that would be allowed at the first floor. The second floor sign is oversized and also would be located down on the first floor as opposed to up on the second floor.

MR. GHANNAM: So they're inverted? In other words, the first floor business sign is on the second floor or --

MR. BOULARD: There would be a 65 square foot sign for the first floor business, that's allowed. They have a -- and then there is also -- would be allowed a 24 square foot sign on the second floor.

What they're requesting is to make the second sign 66 square feet and mounted lower on the wall. Basically next to the sign on the first floor.

MS. COLLINS: Since we have a
banquet and events center on the second floor, and there is a sign on the top of the building that says, Andiamo, and a sign at the street level that says Andiamo, the Joe and Aldo's sign would also be affixed to the building on the second floor, so that it would be visible from Grand River.

MR. GHANNAM: I'm a little bit confused. You want the Joe and Aldo's sign on the second floor even though it occupies the first?

MS. COLLINS: Yes.

MR. GHANNAM: And the Andiamo sign is going to be mainly on the first floor, even though it's on the second floor?

MS. COLLINS: The Andiamo sign is also already there. It was existing when the concept change happened. It's on the front of the building and it's up high and it's also on the street level sign, so it functions as two venues, one being a catering center and one being a restaurant.

MR. GHANNAM: I understand. This is obviously a leased space, correct?

MS. COLLINS: It is.

MR. GHANNAM: Who leases this space?

MS. COLLINS: Joe Vicari.

MR. GHANNAM: Who is the actual tenant, is it Joe and Aldo's, is that the
tenant?

MS. COLLINS: I can't answer that question. I wish I could help you, but --

MR. GHANNAM: I'm just trying --

MS. COLLINS: I kind of walked into this late.

MR. GHANNAM: Is it the same ownership that is operating both venues?

MS. COLLINS: Yes, the same owner operates both the catering center and the restaurant, the same landlord leases both spaces.

MR. GHANNAM: And the second floor would not be used for ordinary day-to-day restaurant business, it's only for a banquet center, is that what you are saying?

MS. COLLINS: Yes, that's correct.

MR. GHANNAM: In general, I have no problem with this. I understand the concept within a concept type thing. I know we have granted those before.

I would just recommend that if the board approves that, we limit it to these particular tenants, that's all.

MR. SANGHVI: Two points. One is a question for you. Is the sign you are putting up, new one, is it going to be a lit up sign or just a regular sign?
MS. COLLINS: It is going to be a neon sign.

MR. SANGHVI: The second point I wanted to make was, this building has a projection and this juts out further. This sign is facing really the north side. The rest of the building is facing west.

MS. COLLINS: Yes.

MR. SANGHVI: So even though it looks like they are both on the second floor, they are on different walls facing a different direction.

MR. FERRELL: My question is for the city. So they can have two signs on the second floor, even if it’s just on the opposite side, or one has to be higher, one has to be lower, is that what you’re --

MR. GHANNAM: I apologize. I misspoke earlier, thank you, Mr. Ghannam for correcting it.

They are allowed a sign for the business on the lower floor. If the second floor is a separate business, there is a separate sign allowed on the upper floor for that.

And what they're looking for is both signs up high, basically both signs up high and the one for the second floor larger than would be allowed.
I apologize for confusing the issue earlier.

CHAIRPERSON KRIEGER: I drove by and I can see that needing them on the second floor, because Grand River is a little bit higher, as you drive in, it goes down. And also on -- facing the north side, the only thing was when I was looking at it the Joe and Aldo's, I could see real easily, of course -- it would be the -- whatever you put in the sign is what you would like, it's just the greater size that we would be approving.

So the Andiamos would stay on the west side, put this sign there on the second floor and then keep the ground sign on Grand River. I don't remember seeing any other signs.

MS. COLLINS: I guess I'm a little confused. The facia over the front, if that's the right term, over the front of the doorway has Joe and Aldo's, almost looks like it's a metal sculpture cut out of the entranceway on top. And would you -- is that considered to be a sign?

MR. BOULARD: Yes, that's the sign that's going to be removed.

CHAIRPERSON KRIEGER: That's
already been -- yes.

MR. FERRELL: So there is going
to be two signs on the building, then one by
the road as well?

CHAIRPERSON KRIEGER: Ground

sign.

MR. BOULARD: Yes.

MS. COLLINS: I'm the corporate

trainer for the company, so I spend most of
my time inside the restaurant, and the
restaurant the new concept has been very well
received by the community. It's a little bit
more family friendly and we have gotten very
positive feedback from that.

CHAIRPERSON KRIEGER: Andiamo

will still remain on the second floor?

MS. COLLINS: Yes, the catering

will be exactly the same as Andiamo.

MR. GERBLICK: I'll make a

motion.

CHAIRPERSON KRIEGER: Okay.

MR. GERBLICK: In Case No.
PZ13-0055, I move that we grant the variance
as requested, limited to the tenants

currently occupying the space, as the
requested variance is based upon
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
self-created, given the angle from Grand River on which the property sit. The situation -- or the situated building itself as a front of the building faces west and the wall with the proposed sign would be on the north side of the building.

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 run.

The grant of relief will not result in the use of the structure that is incompatible with or interferes -- or unreasonably interferes with adjacent or surrounding properties and will result in substantial justice being done to both the applicant and adjacent and surrounding properties and is not inconsistent with the spirit of the ordinance.

MR. SANGHVI: Second.
CHAIRPERSON KRIEGER: We have a motion and the second. Any other discussion?
(No audible responses.)
CHAIRPERSON KRIEGER: Just to recall that whatever -- the discussion about the other signs that are on the building per counsel and Mr. Boulard would be taken care of as well. Thank you.
Ms. Pawlowski, can you call
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the roll.

MS. PAWLOWSKI: Member Ferrell?
MR. FERRELL: Yes.

MS. PAWLOWSKI: Member Gedeon?
MR. GEDEON: Yes.

MS. PAWLOWSKI: Member Gerblick?
MR. GERBLICK: Yes.

MS. PAWLOWSKI: Member Ghannam?
MR. GHANNAM: Yes.

MS. PAWLOWSKI: Chairperson Krieger?
CHAIRPERSON KRIEGER: Yes.

MS. PAWLOWSKI: Member Sanghvi?
MR. SANGHVI: Yes.

MS. PAWLOWSKI: Motion passes six to zero.
CHAIRPERSON KRIEGER: Congratulations.

MS. COLLINS: Thank you. Thanks for your patience.
CHAIRPERSON KRIEGER: That brings us back to Feldman Automotive. I guess we would have a motion to -- Feldman Automotive?
MR. GERBLICK: Are you here on a particular case?
UNIDENTIFIED AUDIENCE MEMBER: I had to come here for school.
CHAIRPERSON KRIEGER: I guess we make a motion to table Feldman Automotive for the November 19 meeting.
MR. GHANNAM: So moved.

MR. SANGHVI: Second.

CHAIRPERSON KRIEGER: All in favor say aye.

THE BOARD: Aye.

CHAIRPERSON KRIEGER: Any opposed?

(No audible responses.)

CHAIRPERSON KRIEGER: Seeing none, the Feldman case will be put to the November meeting.

And North Haven as well -- we already took care of that.

So then there will be a motion to adjourn.

MR. GEDEON: Sorry to delay the closing, but question for the city.

When we have cases that come up for renewal like the signs that we had today, where there was a previous variance granted, would it be overly burdensome to have the minutes available from the prior variance request? I would be happy with electronic copies. I wouldn't need a printed copies, but sometimes it would be nice to know, you know, what our thoughts were a year or two ago.

MR. BOULARD: In other words, if you said this would be the last time ever?

MR. GEDEON: Right.
MR. BOULARD: You're looking for just the most recent?

MR. GEDEON: I think so, yeah.

I'm open if the board has any other opinions.

MR. BOULARD: We could certainly do that, I think.

CHAIRPERSON KRIEGER: Yes, if you want to email like the previous minutes that we have gotten, like for saving paper, that's fine with me if it's fine with everybody else.

MR. BOULARD: We will try to do that.

CHAIRPERSON KRIEGER: Motion to adjourn?

MR. GEDEON: So moved.

MR. SANGHVI: Second.

CHAIRPERSON KRIEGER: All in favor say aye.

THE BOARD: Aye.

(The meeting was adjourned at 7:54 p.m.)

** ** **
STATE OF MICHIGAN )
COUNTY OF OAKLAND )

I, Jennifer L. Wall, Notary Public within and for the County of Oakland, State of Michigan, do hereby certify that the witness whose attached deposition was taken before me in the above entitled matter was by me duly sworn at the aforementioned time and place; that the testimony given by said witness was stenographically recorded in the presence of said witness and afterward transcribed by computer under my personal supervision, and that the said deposition is a full, true and correct transcript of the testimony given by the witness.

I further certify that I am not connected by blood or marriage with any of the parties or their attorneys, and that I am not an employee of either of them, nor financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand at the City of Walled Lake, County of Oakland, State of Michigan.

Date
Jennifer L. Wall CSR-4183
Oakland County, Michigan
My Commission Expires 11/12/15